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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 21, 2018**

Sport Endurance, Inc.

(Exact name of registrant as specified in its charter)

Nevada
(State or other Jurisdiction of Incorporation)

333-161943
(Commission File Number)

26-2754069
(IRS Employer Identification No.)

101 Hudson Street, 21st Floor
Jersey City, NJ
(Address of principal executive offices)

07302
(Zip Code)

Registrant's telephone number, including area code: **(646) 846-4280**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).
Emerging growth company

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On August 21, 2018, (the “Effective Date”) Sport Endurance, Inc., a Delaware corporation (the “Company”), at the request of Prism Funding Co. LP (“Prism”), and Madison Partners LLC, entered into a restructuring of its business related to Yield Endurance, Inc., a New Jersey corporation (“Yield”) and wholly-owned subsidiary of the Company (“Madison” collectively with the Company, Yield, and Prism the “Parties”). As a result, the Company entered into an agreement to convey to Madison its ownership interest in Yield, including the right to continue the business and affairs of Yield stemming from the March 2018 bitcoin transaction in which the Company sought to enter into bitcoin and other cryptocurrency lending arrangements (the “Restructuring Agreement”). Accordingly, the Restructuring Agreement amends certain terms of the Note Purchase Agreement (the “NPA”), the Confidential BTC Lending Program Participation Agreement (the “BTC Agreement”), the Account Control Agreement, the Subordination Agreement, and the Guaranty Agreement (collectively the “Former Agreements”) releasing the Company from such agreements and permitting Yield to continue in such business. Each of the Former Agreements was entered into by certain of the Parties to the Restructuring Agreement as disclosed in the Company’s Form 8-K filed with the Securities and Exchange Commission on March 14, 2018.

Pursuant to the terms of the Restructuring Agreement, the Parties agreed to modify the terms of the Former Agreements by (a) assigning to Madison all of the capital stock of Yield to provide for the continuation of the business of Yield as a subsidiary of Madison, (b) terminating the Guaranty Agreement by and between the Company and Prism, and (c) canceling 15,000,000 of the 25,000,000 warrants issued to Prism in connection with the NPA. On the Effective Date, the Company transferred its capital stock of Yield to Madison (the “Transfer”) and terminated the Guaranty Agreement, thus, the Company’s liability for the Senior Note, issued pursuant to the NPA, was extinguished upon the Transfer.

In connection with the Restructuring Agreement, the Company entered into a Securities Purchase Agreement (the “SPA”) with Madison pursuant to which the Company transferred to Madison all of the capital stock of Yield. Further, the Parties released each other from claims with respect to the original purchase of bitcoin and the Former Agreements. No payments under the BTC Agreement will be required to be made to the Company.

The foregoing descriptions of the Restructuring Agreement and the SPA (collectively, the “Transaction Documents”) do not purport to be complete and are qualified in their entirety by the terms and conditions of the Transaction Documents attached hereto as Exhibits 10.1 and 10.2 and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Form of Restructuring Agreement
10.2	Form of SPA

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SPORT ENDURANCE, INC.

Date: August 21, 2018

By: /s/ David Lelong
Name: David Lelong
Title: Chief Executive Officer

RESTRUCTURING AGREEMENT

This RESTRUCTURING AGREEMENT (this "Agreement") dated as of August 21, 2018 is entered into by and among Sport Endurance, Inc., a Nevada corporation ("SENZ"), Yield Endurance, Inc., a New Jersey corporation and wholly-owned subsidiary of SENZ ("Yield"), Prism Funding Co. LP, a Delaware limited partnership ("Prism") and Madison Partners LLC, a Delaware limited liability company ("Madison" or "Buyer", and together with SENZ, Yield and Prism, the "Parties").

RECITALS

WHEREAS, Yield, SENZ (as guarantor), and Prism (as purchaser) are parties to a Note Purchase Agreement dated as of March 14, 2018, as amended, (the "NPA") under which Yield issued a 10% OID Senior Secured Convertible Note (the "Senior Note") in the original principal amount of \$5,500,000.

WHEREAS, pursuant to the Senior Note, as contemplated in the NPA, Prism advanced \$5,000,000 of bitcoin ("BTC") pursuant to the terms of a Confidential BTC Lending Program Participation Agreement, as amended, by and between Yield and Madison (the "Bitcoin Agreement").

WHEREAS, Yield, in connection with the NPA and the Bitcoin Agreement entered into: (A) an Account Control Agreement (the "Account Agreement") with Madison (as BTC depository) and Prism, and (B) a Security Agreement (the "Security Agreement") with SENZ and Prism.

WHEREAS, SENZ, in connection with the NPA and the Bitcoin Agreement entered into: (A) a Subordination Agreement with Yield and the holders of SENZ's senior secured convertible debt due December 9, 2018 named therein (the "Subordination Agreement") and (B) a Guaranty Agreement (the "Guaranty") on behalf of Yield for the benefit of Prism.

WHEREAS, as additional consideration SENZ issued to Prism warrants to purchase 25,000,000 shares of SENZ's Common Stock (the "Warrants") with an exercise price of \$0.01 per share.

WHEREAS, the Parties desire to restructure the transactions in order to (A) provide for the continuation of the business of Yield pursuant to the Bitcoin Agreement; (B) assign to Madison all of the ownership interests in Yield; (C) terminate the Guaranty; and (D) cancel 15,000,000 of the Warrants.

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings provided in that certain Stock Purchase Agreement (the "SPA") by and between SENZ and Buyer, attached hereto as Exhibit I.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Yield. SENZ agrees to transfer, convey and assign to the Buyer 100% of the issued and outstanding shares of common stock (the "Shares") of Yield pursuant to the terms of the SPA on the Closing Date.
2. Guaranty. The Guaranty shall terminate and shall no longer be of any force or effect.
3. Warrants. On the Closing Date, SENZ and Prism agree that SENZ shall cancel 15,000,000 of the Warrants and that 10,000,000 Warrants shall remain outstanding as previously issued to Prism. The Warrants shall be on such terms, and subject to such conditions, including exercise price and term as the Warrants possessed on the Closing Date.
4. Release. The Parties agree to release each other with respect to the transactions described herein, pursuant to the terms of a Release Agreement substantially in the form of Exhibit II annexed hereto.
5. Closing Date. For purposes hereof, the Closing Date shall be the date upon which this Agreement the SPA and the other Transaction Documents are executed and delivered to the Parties as contemplated herein.
6. Public Announcements; Statements. Neither SENZ nor any Affiliate of SENZ shall make any public filing or announcement, or public issue, or release or deliver to any person any statement of any kind concerning this Agreement or the subject matter hereof, including relating to the transactions effected by or contemplated by the SPA, or the Release in any proxy materials, disclosures or other distributions (collectively, a "Release" or "Releases"), without the prior written consent of Buyer having first had an opportunity to review such Release and having approved such Release in writing. Buyer's right to review and approve any Release shall extend, without limitation, to any Release in the form of a Form 8-K or other securities filing and, any report issued to lenders, investors or prospective investors or lenders, any press release relating to the transactions effected or contemplated by the Transaction Documents. SENZ shall provide Buyer with interim and final drafts of any and all proposed Releases as soon as available, and with sufficient time to permit Buyer to review any and all Releases prior to any and all deadlines for the issuance or filing of such Release imposed by this Agreement or any applicable legal requirement. Without limiting the foregoing, neither SENZ nor any officer or other representative of SENZ shall, without the prior written approval of Buyer, (i) make any type of public announcement or communication of any nature or description that identifies or refers to the Buyer or any Affiliate thereof, whether in oral, written, electronic or other form or (ii) make any written, visual or electronic communication identifying or referring to Buyer or any of their Affiliates, other than such disclosures or other submissions as are legally required and solely to the limited extent so required, and provided that SENZ shall provide Buyer with prior written notice of any such proposed disclosure, including the reason therefor, to the extent legally permissible.

7. Representations and Warranties.

In order to induce Madison and Prism to enter into this Agreement, SENZ hereby represents and warrants to Madison and Prism as of the Agreement date and the Closing Date that:

(a) Organization and Business. SENZ is (a) a duly organized and validly existing corporation, (b) in good standing under the laws of the jurisdiction of its incorporation, and (c) has the power and authority, corporate or otherwise, necessary (i) to enter into and perform the obligations required under the Transaction Documents to which it is a party, and (ii) to carry on the business now conducted or proposed to be conducted by it. Yield is (a) a duly organized and validly existing corporation, (b) in good standing under the laws of the jurisdiction of its incorporation, and (c) has the power and authority, corporate or otherwise, necessary (i) to enter into and perform the obligations required under the Transaction Documents to which it is a party, and (ii) to carry on the business now conducted or proposed to be conducted by it.

(b) Qualification. SENZ and each of its Subsidiaries is duly and legally qualified to do business as a foreign corporation or limited liability company and is in good standing in each state or jurisdiction in which such qualification is required and is duly authorized, qualified and licensed under all laws, regulations, ordinances or orders of public authorities, or otherwise, to carry on its business in the places and in the manner in which it is conducted in each state or jurisdiction in which failure to obtain such qualification would have a Material Adverse Effect.

(c) Operations in Conformity with Law, etc. The operations of SENZ and Yield as now conducted or proposed to be conducted are not in violation of, nor is SENZ or Yield in default under, any Legal Requirement where the violation or default would have a Material Adverse Effect.

(d) No Litigation. No litigation, arbitration or other proceeding is pending or to the knowledge of SENZ threatened by or before any court, arbitration panel or governmental authority; no law or regulation shall has been enacted and no judicial or administrative decision has been rendered; in each case, which enjoins, prohibits or materially restricts, or seeks to enjoin, prohibit or materially restrict, the consummation of the transactions contemplated by this Agreement or the performance of the business conducted by Yield and no notice of any claim or demand has been received by SENZ or Yield threatening any such action or event.

(e) Authorization and Non-Contravention. SENZ and Yield each have taken all corporate, limited liability or other action required to execute, deliver and perform this Agreement and each other document to which it is a party. All necessary consents,

approvals and authorizations of any governmental or administrative agency or any other Person of any of the transactions contemplated hereby shall have been obtained and shall be in full force and effect. This Agreement and each other document to which it is a party does not (i) contravene the terms of any of such company's organization documents, (ii) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (x) any contractual obligation of SENZ or Yield or (y) any material order, injunction, writ or decree of any governmental authority or any arbitral award to which SENZ or any such Subsidiary is subject or (iii) violate any Legal Requirement.

(f) Required Consents. SENZ has, as of the date hereof and as of the Closing Date, the full right to assign the Shares to Buyer, free of all liens, claims or encumbrances, and without triggering any payment obligations. No payments to any third parties will be triggered by any of the Transaction Documents, other than the payments that are reflected on Schedule 5(f)(1).

(g) No Default. The Senior Note is not in Default and no Event of Default under the Senior Note or NPA has occurred as of the Closing Date. The Terms Default and Event of Default shall have the same meaning as in the Senior Note.

(h) Absence of Undisclosed Liabilities. As of the Closing Date, Yield has no outstanding debts, claims, liabilities, commitments or obligations of any nature whatsoever, whether accrued, absolute, contingent or otherwise, other than as provided for in this Agreement or disclosed and accrued for and set forth in Schedule 5(h)(1). There is no basis for assertion against SENZ of any such debt, claim, liability, commitment, obligation or loss except as set forth on Schedule 5(h)(2) hereto. For the avoidance of doubt, SENZ acknowledges that Yield shall have no obligations other than as relates to the Bitcoin Agreement and Yield and Buyer(s) are not assuming any such debts, claims, liabilities, commitments, obligations or losses not disclosed and accrued for or reserved against, and Yield and Buyer(s) will be indemnified and held harmless for all undisclosed debts, claims, liabilities, commitments or obligations by SENZ, to the extend provided for in the SPA.

8. Closing Date.

This Agreement shall become effective on the Closing Date upon the satisfaction of each of the conditions set forth in this Section 8 (unless waived by Buyer):

(a) The receipt by the Parties of: (i) fully executed copies of this Agreement and the Releases, executed by SENZ, Yield, Prism, Madison, and Buyer and fully executed copies of the SPA executed by SENZ and Buyer, with stock certificates and duly executed stock powers therefore, (ii) an amended Warrant certificate dated as of the original warrant issue date in the amount of 10,000,000 shares issued to Prism, (iii) updated schedules to each of the Transaction Documents in form and substance satisfactory to Prism, Madison, and Buyer reflecting any and all loans and amounts due and owing under the Bitcoin Agreement to Yield, (iv) an officer's certificate from the Chief Executive Officer of SENZ certifying that the representations and warranties of

SENZ contained in this Agreement are true and correct as of the date hereof in all material respects and that the conditions set forth in this Section 8(a) have been fully satisfied, (v) a grant by SENZ to the Buyer of a power-of-attorney to take all steps in SENZ's name in furtherance of the management of Yield and resignation of each of Yield's officers and directors (and appointment of their successors designated by Buyer in form and substance acceptable to Buyer), and (vi) such other documents and deliverables to the extent reasonably required by any of the Parties hereto.

(b) The execution, delivery, and performance by SENZ of this Agreement and each of the Transaction documents, as applicable, having been duly authorized by all necessary corporate or other organizational action on the part of SENZ and not (i) violating any material provision of federal, state, or local law or regulation applicable to SENZ, or the organization documents of SENZ or Yield, or any order, judgment, or decree of any court or binding on any such entity, (ii) conflicting with, resulting in a breach of, or constituting (with due notice or lapse of time or both) a default under any material agreement of SENZ, (iii) resulting in or requiring the creation or imposition of any lien of any nature whatsoever upon any assets of SENZ, or (iv) requiring any approval of any holder of Capital Stock of SENZ (or Yield) or any approval or consent of any Person or trigger any payment obligation under any material agreement, except for the required consents being required to effect the restructuring.

9. Miscellaneous.

(a) Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

(b) Interpretation; Governing Law, etc. The provisions of Article 3 of the SPA are hereby incorporated into this Agreement and shall be binding on the Parties, to the fullest extent as if the text of such provisions were set forth in their entirety herein.

(c) Definitions.

a. "Affiliate" of a specified Party means a person who (at the time when the determination is to be made) directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the specified person. As used in the foregoing sentence, the term "control" (including, with correlative meaning, the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise, or such other relationships as, in fact, constitutes actual control.

b. “Business Day” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

c. “Legal Requirement” means any present requirement imposed upon SENZ or Yield by any law, statute, rule, regulation, directive, order, decree or guideline (or any interpretation thereof by courts or of administrative bodies) of the United States of America, or any state, or other political subdivision thereof, or by any board, governmental or administrative agency, central bank or monetary authority of the United States of America or any other jurisdiction in which SENZ or Yield owns property or conducts its business, or any political subdivision of any of the foregoing.

d. “Material Adverse Effect” means any material adverse effect on (i) the business, properties, assets, liabilities, operations (including results thereof), condition (financial or otherwise) or prospects of SENZ or Yield taken as a whole, (ii) the transactions contemplated hereby or in any of the other Transaction Documents or any other agreements or instruments to be entered into in connection herewith or therewith or (iii) the authority or ability of Yield or SENZ to perform any of their respective obligations under any of the Transaction Documents.

e. “Person” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any governmental entity or any department or agency thereof.

f. “Transaction Documents” means collectively, this Agreement, the SPA, the Release, the amended Warrant, each of the schedules to the Transaction documents, and each of the other agreements and instruments entered into or delivered by any of the Parties hereto in connection with the transactions contemplated hereby and thereby, as may be amended from time to time.

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

Buyer: MADISON PARTNERS, LLC

By:
Title:

SPORT ENDURANCE, INC.

By: David Lelong
Title: Chief Executive Officer

YIELD ENDURANCE, INC.

By:
Title:

PRISM FUNDING CO, LP

By:
Title:

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is entered into as of August 21, 2018, by and between Sport Endurance, Inc. ("SENZ"), the sole shareholder of Yield Endurance, Inc. ("Yield"), and Madison Partners, LLC a Delaware limited liability company (the "Buyer").

Preliminary Statements

WHEREAS, SENZ owns all of the issued and outstanding shares of capital stock of Yield (the "Shares") and desires to sell to Buyer, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, all of the Shares.

WHEREAS, SENZ, Yield and certain third parties have entered into a certain agreement, dated August 21, 2018, to restructure certain of SENZ' prior agreements (the "Restructure Agreement", together with this Agreement, the Release, and the Warrants (as such terms are defined therein) and each of the other agreements entered into in connection with the transactions contemplated herein, the "Transaction Documents").

NOW, THEREFORE, in consideration of the preliminary statements and the respective mutual covenants, representations and warranties contained in this Agreement, the parties agree as set forth below.

ARTICLE 1**Purchase of Securities; Consideration****1.1 Securities to be Purchased; Closing.**

(a) Subject to the terms and conditions set forth herein, pursuant to the Restructure Agreement, on the Closing Date, SENZ shall sell and transfer to Buyer, and Buyer shall purchase from SENZ all of SENZ's right, title and interest in and to one-hundred (100%) percent of the Shares which Shares shall in the aggregate represent all of the issued and outstanding capital stock of Yield as of the Closing Date. Except as disclosed on Schedule 1.1, the Shares are free and clear of all liens.

(b) Subject to the terms and conditions of this Agreement, the sale and purchase of the Shares contemplated hereby and the transfers and deliveries to be made pursuant to this Agreement shall take place at a closing at the offices of Sichenzia Ross Ference Kesner, LLP 1185 Avenue of the Americas, Suite 3700, New York, NY 10036 (the "Closing") at 12:00 p.m. local time, on the Closing Date (as defined in the Restructuring Agreement of which this Agreement is a part) or at such other place as may be agreed to by the parties in writing. All proceedings to be taken and all documents to be executed at the Closing shall be deemed to have been taken, delivered and executed simultaneously, and no proceeding shall be deemed taken nor documents deemed executed or delivered until all have been taken, delivered and executed.

(c) At the Closing, SENZ shall deliver or cause to be delivered to Buyer (i) all of the certificates representing the Shares duly endorsed in blank, and proper forms of transfer, sufficient to convey to Buyer good title to the Shares free and clear of any and all claims or liens of any nature whatsoever and together with all accrued benefits and rights attaching thereto, and (ii) such other documents as may be specified, or required to satisfy the conditions set forth in the Transaction Documents.

1.2 Contracts.

Schedule 1.2 sets forth a list of all material written agreements, arrangements or commitments to which Yield is a party or by which any of its assets is bound or affected (all such contracts, agreements, arrangements or commitments as are required to be set forth on Schedule 1.2 being referred to herein collectively as the "Contracts"), including, without limitation with respect to Yield:

- (a) each partnership, joint venture or similar agreement of Yield with another Person;
- (b) each contract or agreement under which Yield has created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) indebtedness of more than \$1,000 in principal amount or under which Yield has imposed (or may impose) a Lien on any of its assets, whether tangible or intangible securing indebtedness in excess of \$1,000;
- (c) each contract or agreement which involves an aggregate payment or commitment per contract or agreement on the part of Yield of more than \$1,000 per year;
- (d) each contract or agreement which involves or contributes to Yield, aggregate annual remuneration which is reasonably expected to exceed 5% of Yield's consolidated annual net revenues for the twelve months ended December 31, 2018, or \$1,000, whichever is less;
- (e) all leases and subleases from any third person to Yield, in each case requiring annual lease payments in excess of \$1,000;
- (f) each contract or agreement to which Yield or any of its Affiliates is a party limiting the right of Yield (i) to engage in, or to compete with any person in, any business, including each contract or agreement containing exclusivity provisions restricting the geographical area in which, or the method by which, any business may be conducted by Yield or (ii) to solicit any customer or client;
- (g) fire, casualty, liability, title, worker's compensation and all other insurance policies and binders maintained by Yield;
- (h) all collective bargaining or other labor union contracts or agreements to which Yield is a party or applicable to persons employed by Yield;

(i) all licenses, licensing agreements and other agreements providing in whole or part for the use of any Intellectual Property of Yield; and

(j) all other contracts or agreements which individually or in the aggregate are material to Yield or the conduct of its business, other than those which are terminable upon no more than 30 days' notice by Yield without penalty or other adverse consequence.

Schedule 1.2 further identifies each of the Contracts which contain anti-assignment, change of control or notice of assignment provisions. The Contracts are each in full force and effect and are the valid and legally binding obligations of Yield which is a party thereto and are valid and binding obligations of the other parties thereto. To the knowledge of SENZ, Yield is not a party to, nor is its business or any of its assets bound by, any oral agreement. Yield is not in default under its organizational documents or in default under any Contract to which it is a party, and no event has occurred which with the giving of notice or lapse of time or both would constitute such a default. "Intellectual Property" means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all U.S. and foreign patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, brand names, certification marks, trade dress, logos, trade names, domain names, assumed names and corporate names, together with all colorable imitations thereof, and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all trade secrets under applicable state laws and the common law and know-how (including formulas, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) all computer software (including source code, object code, diagrams, data and related documentation), and (f) all copies and tangible embodiments of the foregoing (in whatever form or medium).

1.3 Tax Matters. Except as set forth on Schedule 1.3:

(a) All Tax Returns required to be filed on or before the Closing Date by or with respect to Yield have (or by the Closing Date will have) been duly filed or the time for filing such Tax Returns shall have been validly extended to a date after the Closing Date. Except for Taxes reflected or reserved against, Yield has paid all Taxes due and with respect to Taxes not yet due, all such Taxes not yet paid have been appropriately reserved against in accordance with GAAP. Neither Yield nor SENZ is subject to any joint venture, partnership, or other arrangement or Contract which is treated as a partnership for federal income tax purposes. Neither Yield nor SENZ is a party to any tax sharing agreement.

(b) As of the date hereof, there is no agreement or other document extending, or having the effect of extending, the period of assessment or collection of any Taxes of Yield or SENZ, and no power of attorney with respect to any such Taxes, has been executed or filed with the IRS or any other taxing authority that remains in force.

(c) During the last five years there has been no and as of the date hereof there are no presently pending audits or other administrative proceedings or court proceedings with respect to any Taxes of Yield or SENZ. No claim has ever been made by a governmental entity in a jurisdiction where Yield does not file a Tax Return that Yield is or may be subject to taxation by that jurisdiction.

(d) All Taxes required to be withheld by Yield and SENZ have been duly and timely withheld, and such withheld Taxes have been duly and timely paid to the appropriate governmental entity.

(e) There are no Tax liens upon the assets of Yield except liens for Taxes not yet due and payable.

1.4 Guaranties. Except as set forth on Schedule 1.4, Yield is not a party to any guaranty, and no Person is a party to any guaranty for the benefit of Yield.

1.5 Banks. Schedule 1.5(a) sets forth (i) the name of each bank, trust corporation or other financial institution and stock or other broker with which Yield has an account, credit line or safe deposit box or vault, (ii) the names of all Persons authorized to draw thereon or to have access to any safe deposit box or vault, (iii) the purpose of each such account, safe deposit box or vault, and (iv) the names of all Persons authorized by proxies, powers of attorney or other like instrument to act on behalf of Yield in matters concerning their business or affairs. Except as otherwise set forth in Schedule 1.5(b), no such proxies, powers of attorney or other like instruments are irrevocable.

1.6 Accuracy of Information Furnished. To the knowledge of SENZ, no representation, statement or information contained in this Agreement (including the various Schedules attached hereto) or any agreement executed in connection herewith or in any certificate or other document delivered pursuant hereto or thereto or made or furnished to Buyer or its representatives by SENZ, contains or shall contain any untrue statement of a material fact or omits or shall omit any material fact necessary to make the information contained herein and therein not misleading. Copies of all documents listed or described in the various Schedules attached hereto and provided by SENZ to Buyer are true, accurate and complete.

ARTICLE 2

ADDITIONAL AGREEMENTS

2.1 Confidentiality. SENZ acknowledges that all confidential or proprietary information with respect to the business and operations of Yield is valuable, special and unique. SENZ shall not, at any time before or after the Closing Date (except as required in connection with his services to Yield) disclose, directly or indirectly, to any Person, or use or purport to authorize any Person to use any confidential or proprietary information with respect to Yield or Buyer, whether or not for such SENZ's own benefit, without the prior written consent of Buyer, including without limitation, information as to the financial condition, results of operations,

customers, suppliers, products, products under development, inventions, sources, leads or methods of obtaining new products or business, pricing methods or formulas, cost of supplies, marketing strategies or any other information relating to Yield, Buyer which could reasonably be regarded as confidential, but not including information which is or shall become generally available to the public other than as a result of an unauthorized disclosure by such SENZ or a Person to whom such SENZ has provided such information. SENZ acknowledges that Buyer would not enter into this Agreement without the assurance that all such confidential and proprietary information will be used for the exclusive benefit of Buyer and Yield.

2.2 Intentionally Omitted.

2.3 Indemnification.

(a) Indemnification by SENZ. SENZ agrees to defend, indemnify and hold harmless Buyer and their Affiliates and their respective directors, officers, employees and agents from, against and in respect of, the full amount of:

(i) (A) any and all actions, suits, proceedings, demands, liabilities, damages, claims, deficiencies, fines, penalties, interest, assessments, judgments, losses, Taxes, costs and expenses, including, without limitation, reasonable fees and disbursements of counsel (collectively, the "Indemnified Losses") arising from or in connection with any breach or violation of any of the representations and warranties of SENZ contained in this Agreement or (B) any and all Indemnified Losses arising from or in connection with any breach or violation of the covenants or agreements of SENZ contained in this Agreement;

(ii) any and all Indemnified Losses for Taxes attributable to all years or portions thereof ending on or prior to the Closing Date imposed on Yield or Senz;

(iii) any and all capital or other Taxes related to or arising from the sale and transfer of shares contemplated hereby by reason of any Liability of Yield or its shareholders for such Taxes as assessed by any taxing authority against any SENZ and/or Yield either before or after the Closing Date;

(iv) any and all Indemnified Losses related to or arising from claims for breach of contract existing on or prior to the Closing Date, and/or which are brought after the Closing Date for acts and omissions of Yield or any SENZ, which occurred prior to the Closing Date;

(v) any and all Indemnified Losses related to or arising from any products delivered by Yield prior to the Closing Date, including without limitation, Indemnified Losses for product recalls, product defects, warranty claims, personal injury or death (which shall exclude any claims which have specifically been reserved or allowed for in sufficient amounts to fully cover the Indemnified Loss prior to the Closing Date); and

(vi) any and all Indemnified Losses which relate to any legal and/or governmental proceedings which are not set forth on Schedule 2.3(vi), existing on or prior to the

Closing Date, and/or which are brought after the Closing Date for acts and omissions of Yield or any SENZ, which occurred prior to the Closing Date.

(b) Indemnification Procedure. Any party seeking indemnification under this Agreement (the "Indemnified Party") will give prompt written notice to the party or parties against whom indemnity is sought (the "Indemnifying Party") of any Indemnified Losses which it discovers or of which it receives notice after the Closing, stating the nature, basis (including the section of this Agreement that has been or will be breached, if any, and the facts giving rise to the claim that a breach has or will occur), and (to the extent known) amount thereof; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party from any liability hereunder unless (and then solely to the extent) the Indemnifying Party is prejudiced by such delay.

(c) Indemnification Procedure as to Third Party Claims

(i) Promptly after any Indemnified Party obtains knowledge of the commencement of any third party claim, action, suit or proceeding or of the occurrence of any event or the existence of any state of facts which may become the basis of a third party claim (any such claim, action, suit or proceeding or event or state of facts being hereinafter referred to in this Section 2.3(c), a "Claim" or "Claims"), in respect of which an Indemnified Party is entitled to indemnification under this Agreement, such Indemnified Party shall promptly notify the Indemnifying Party of such Claim in writing; provided, however, that any failure to give notice (A) will not waive any rights of the Indemnified Party except to the extent that the rights of the Indemnifying Party are actually prejudiced thereby and (B) will not relieve the Indemnifying Party of its obligations herein after such notice is given. With respect to any Claim as to which such notice is given by the Indemnified Party to the Indemnifying Party, the Indemnifying Party will, subject to the provisions of this Section 2.3, assume the defense or otherwise settle such Claim with counsel reasonably satisfactory to the Indemnified Party and experienced in the conduct of Claims of that nature at the Indemnifying Party's sole risk and expense, provided, however, that the Indemnified Party (1) shall be permitted to join the defense and settlement of such Claim and to employ counsel reasonably satisfactory to the Indemnifying Party, and at the Indemnified Party's own expense (2) shall cooperate fully with the Indemnifying Party in the defense and any settlement of such Claim in any manner reasonably requested by the Indemnifying Party, and (3) shall not compromise or settle any such Claim without the prior written approval of the Indemnifying Party.

(ii) If (A) the Indemnifying Party fails to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails reasonably to contest such Claim in good faith, or (B) the remedy sought by the claimant with respect to such Claim is not solely for money damages, the Indemnified Party, without waiving its right to indemnification, may, but is not required to, assume the defense and settlement of such Claim, provided, however, that (1) the Indemnifying Party shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense, (2) the Indemnifying Party shall cooperate with the Indemnified Party in the defense and settlement of such Claim in any manner reasonably

requested by the Indemnified Party, and (3) the Indemnified Party shall not settle such Claim without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

(iii) As used in this Section 2.3, the terms Indemnified Party and/or Indemnifying Party shall be deemed to include the plural thereof where the rights or obligations of more than one Indemnified Party and/or Indemnifying Party may be involved.

(d) Reserved.

(e) No Contribution. The obligations of SENZ to indemnify Buyer pursuant to the terms of this Agreement are primary obligations of SENZ, subject to the limitations set forth herein. SENZ hereby waives any right to seek or obtain indemnification or contribution from Yield for Indemnified Losses as a result of any breach by Yield of any representation, warranty or covenant contained in this Agreement.

2.4 Limitations on Liabilities. Notwithstanding anything to the contrary contained herein, in no event shall the aggregate sums payable by SENZ for Indemnified Losses (other than sums payable as a result of fraud or breaches of the representations and warranties set forth in Section 1.2 through Section 1.5) exceed \$100,000.

ARTICLE 3

MISCELLANEOUS

3.1 Notices. All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by Federal Express or similar overnight next business day delivery, or by email delivery followed by overnight next business day delivery, as follows:

If to SENZ: Sport Endurance, Inc.
101 Hudson Street, 21st Floor
Jersey City, New Jersey 07302
Attention: David Lelong
Email: david@sportendurancehq.com

With a copy to: Nason, Yeager, Gerson, White & Lioce, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410
Attention: Michael D. Harris, Esq.
Email: mharris@nasonyeager.com

If to the Buyer or Yield: at the address listed for Buyer on the signature page hereto.

With a copy to: Sichenzia Ross Ference Kesner, LLP
1185 Avenue of the Americas, 37th Floor

New York, New York, 10036
Attn: Harvey Kesner, Esq.
Email: hkesner@srfkllp.com

or to such other address as any of them, by notice to the other may designate from time to time. Time shall be counted from the date of transmission.

3.2 Entire Agreement. This Agreement, the Transaction Documents and each of the Schedules thereto contain every obligation and understanding between the parties relating to the subject matter hereof, and merges all prior discussions, negotiations and agreements, if any, between them, and none of the parties shall be bound by any representations, warranties, covenants, or other understandings, other than as expressly provided or referred to herein or therein.

3.3 Assignment. This Agreement may not be assigned by any party without the written consent of the other party; provided that Buyer may assign this Agreement to one of Buyer's Affiliates, whether such Affiliate currently exists or is formed in the future, so long as such Affiliate of Buyer agrees in writing to be bound by the terms of this Agreement and Buyer agrees to guarantee such Affiliate's obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, legal representatives, and permitted assigns.

3.4 No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their respective heirs, personal representatives, legal representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

3.5 Waiver and Amendment. Any representation, warranty, covenant, term or condition of this Agreement which may legally be waived, may be waived at any time by the party entitled to the benefit thereof, and any term, condition or covenant hereof may be amended by the parties hereto at any time by written agreement. Any such waiver or amendment shall be evidenced by an instrument in writing executed on behalf of the appropriate party by a person who, to the extent applicable, has been authorized by its board of directors to execute waivers, extensions or amendments on its behalf. No waiver by any party hereto, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party hereto to take any action against any breach of this Agreement or default by another party shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such other party.

3.6 Severability. In the event that any one or more of the provisions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

3.7 Expenses. Each party agrees to pay, without right of reimbursement from the other party, the costs (hereafter referred to as “Costs”) incurred by it incident to the performance of its obligations under this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, costs incident to the preparation of this Agreement, and the fees and disbursements of counsel, accountants and consultants employed by such party in connection herewith. SENZ’s covenants to Buyer that in no event shall any of SENZ’s Costs be paid by Yield.

3.8 Headings and References. The Article and other Section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement. All capitalized terms not defined in this Agreement shall have the same meaning as in the Restructure Agreement. References in this Agreement to clauses, subclauses, sections, articles or schedules are references to clauses, subclauses, sections, articles or schedules of this Agreement so numbered.

3.9 Counterparts. This Agreement may be executed in any number of counterparts (including facsimile or PDF), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

3.10 Litigation: Prevailing Party. In the event of any litigation with regard to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party and the non-prevailing party shall pay upon demand all reasonable fees and expenses of counsel for the prevailing party; provided, however, to the extent that both parties prevail on claims filed against the other, in a consolidated action, then the aggregate amount of fees and expenses of counsel to both parties shall be allocated between Buyer and SENZ so that each party’s aggregate share of such fees and expenses bears the same proportion to the total amount of such fees and expenses as the amount awarded each party on their prevailing claim bears to the total amount awarded in the litigation on all prevailing claims and any party that has paid less than its allocated expenses shall immediately remit to the other party the difference between the amount allocated and the amount previously paid.

3.11 Governing Law. This Agreement has been entered into and shall be construed and enforced in accordance with the laws of the State of New York, without reference to the choice of law principles thereof.

3.12 Jurisdiction and Venue. This Agreement shall be subject to the exclusive jurisdiction of the state courts sitting in the County of New York, New York and the U.S. District Court for the Southern District of New York. The parties to this Agreement agree that any breach of any term or condition of this Agreement shall be deemed to be a breach occurring in the State of New York by virtue of a failure to perform an act required to be performed in the State of New York and irrevocably, unconditionally and expressly agree to submit to the jurisdiction of the state courts sitting in the County of New York, New York and the U.S. District Court for the Southern District of New York for the purpose of resolving any disputes among the parties relating to this Agreement or the transactions contemplated hereby. The parties irrevocably

waive, to the fullest extent permitted by law, any objection or immunities to jurisdiction which they may now or hereafter have (including sovereign immunity, immunity to pre-judgment attachment, post-judgment attachment and execution) to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, or any judgment entered by any court in respect hereof brought in the State of New York, and further irrevocably waive any claim that any suit, action or proceeding brought in New York has been brought in an inconvenient forum. To the extent that any party hereto has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, it hereby irrevocably waives such immunity in respect of its obligations under this Agreement and the transactions contemplated hereby to the extent permitted by law.

3.13 Construction. The language in all parts of this Agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the parties. Without limitation, there shall be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part thereof, and any rule of law, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

(Signature Page Follows)

NOW, THEREFORE, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

BUYER:

By: _____
Name: _____
Title: _____
Address: _____

Email:

Sport Endurance, Inc.

By: _____
Name: David Lelong
Title: Chief Executive Officer