

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): February 12, 2010

Goldspan Resources, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

333-146442

(Commission File Number)

26-3342907

(I.R.S. Employer Identification No.)

6260 South Rainbow Blvd., Suite 110, Las Vegas, Nevada

(Address of principal executive offices)

89118

(Zip Code)

Registrant's telephone number, including area code: (818) 340-4600

(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 (17CFR 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))
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SECTION 1 – Registrant’s Business and Operations

Item 1.01 Entry Into A Material Definitive Agreement

On February 12, 2010, we entered into a letter agreement (entitled “Full Corporate Offer,” hereinafter, the “Agreement”) with Wingspan Foundation, a private Panama corporation. Under the Agreement, we have the opportunity to participate in joint venture ownership of the Kousassi-Datekro Manganese Mine in Cote d’Ivoire. The Kousassi-Datekro Manganese Mine is currently under an option licensed to New African Business Corporation, S.A. (“NABC SA”) and covers 1,817 square kilometers. Under the proposed joint venture, the Kousassi-Datekro Manganese Mine will be operated by a new company to be owned as follows:

- 25% NABC SA
- 30% Wingspan Foundation
- 35% Goldspan Resources, Inc.
- 10% Government of Cote d’Ivoire

Under the Agreement, we will have a forty-five (45) day period to conduct due diligence on the Kousassi-Datekro Manganese Mine. Our due diligence is expected to commence on March 1, 2010 and will be directed by Mr. David Hedderly-Smith, Ph.D., P.G., our Vice President and a member of our Board of Directors.

In the event that our due diligence is satisfactory, we will be required to pay a total estimated fee of \$8.4 million in order to participate in the proposed joint venture. Should we decide to proceed with the proposed joint venture, the approximately \$8.4 million fee will be payable as follows:

- Within four (4) business days of executing a joint venture agreement, approximately \$2 million will be due and payable.
- Within four (4) business days of satisfactory completion of a full feasibility study, the balance of the \$8.4 million fee will be due. The feasibility study is expected to be completed within six months of execution of a joint venture agreement.

In the event that the proposed joint venture goes forward, the operating company is expected to make the following investments with regard to the Kousassi-Datekro Manganese Mine:

- Development and construction of the mine with associated infrastructure
- Construction of an manganese enrichment plant
- Acquisition of transport and other logistical equipment
- Investment in the socio-economic infrastructure of the village communities bordering the mine

The foregoing is a summary of the material terms of the Agreement, which should be reviewed in its entirety for further detail.

SECTION 7 – Regulation FD

Item 7.01 Regulation FD Disclosure

Attached as Exhibit 99.1 is a press release regarding the Agreement issued on the morning of February 16, 2010.

Item 9.01 Financial Statements and Exhibits

The exhibits listed in the following Exhibit Index are filed as part of this Current Report on Form 8-K.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Full Corporate Offer
10.2	Acceptance Letter for Full Corporate Offer
99.1	Press release

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.

Goldspan Resources, Inc.

/s/ Leon M. Caldwell

Leon M. Caldwell

President, Chief Financial Officer, and Director

Date: February 16, 2010

FULL CORPORATE OFFER

Goldspan Resources Inc (Goldspan)

To the attention of:

Leon M.Caldwell, President & CFO

Referring to your Power of Attorney and discussions held on the proposed joint venture between your organization and New African Business Corporation SA (NABC SA), KOUASSI-DATEKRO MANGANESE MINE and after different meetings and e-mails,

Whereas, NABC SA Mining Company in Cote d'ivoire. The territory under option licensed to NABC SA is known as Kouassi Datekro and covers 1817 km².

Whereas, The Wingspan Foundation, (Wingspan), a private Panama corporation is engaged in project funding and business development, with the ability to fund business development through formation of joint ventures or strategic alliances for its own account and has signed a JV/FCO agreement with NABC SA.

Whereas, NABC SA herein referred to as the Mining Company, irrevocably confirmed with corporate responsibility and under penalty of perjury that they are ready, willing and able to establish a joint venture with Wingspan, on the basis of their mining research license for manganese, at Kouassi Datekro in Cote d'ivoire.

Whereas, under the conditions hereinafter, Wingspan is willing to sell to GoJdspan 35% of JV/FCO it signed with NABC SA,:

1. Mine affected by the joint venture project

Only the manganese mine of Kouassi Datekro is affected by this joint venture project.

2. Due diligence

Goldspan must perform to its satisfaction a full due diligence on the legal, technical and economic Permit within forty five (45) days, from the date of this offer to the signing of the Partnership Agreement/JV. This Due Diligence commences in Abidjan with David Hedderly Smith and Georges Oswald on February 29th. 2010

3. Further studies

In case of satisfactory due diligence, Goldspan shall, within six (06) months from the date of signing the Partnership Agreement, conduct at its own expense, additional exploration work including surveys for evaluate all reserves to permit a bankable feasibility study. This additional work will be diligently performed with the caveat of the chosen geological foreign firm being able to do all works required within that time frame. Preliminary talks have been held with the Palym Group.

4. Participation rights in the Kouassi Datekro's manganese mine operating company

Goldspan shall pay to the Wingspan Foundation an entrance fee estimated at US 8,400,000 (say eight million four hundred thousand US Dollars), determined on the basis of assessment of current potential resources and production potential, with a view to acquire the right to participate in the Kouassi Datekro's manganese mine operating company.

Goldspan has to pay to Wingspan Foundation the amount of US 2,000,000 (say two million US Dollars), within 04 business days after signing the joint venture agreement. This amount will be deducted from the entrance fee of EUR 6,000,000 (say six million Euros). It represents 1M Euros to NABC and 450K Euros towards Further studies as per 3.

The balance of the entrance fee (6,000,000 Euros - 1,000,000 Euros = 5,000,000 Euros, (say five million Euros, US Dollar at 1.4US/Euro), must be paid by Goldspan, within 04 business days, once the full feasibility study (geological report, bankable feasibility study, environmental impact study, social and danger study, noise study, geophysics, exploration drilling, etc ...), is completed and reflects 12 years production capacity at 200,000 tons/year, to Wingspan. This study should be completed within 6 months following the signature of the joint venture agreement and should not exceed 6 months.

It is understood that Goldspan must fulfill these preconditions, prior to the establishment of the Mining Operating Company of Kouassi Datekro.

5. distribution of shares of capital stock

The dispatching of capital of the KOUASSI-DATEKRO mining operating Company proposed by NABC SA is the following:

- 25% NABC SA
- 30% Wingspan Foundation
- 35% Goldspan Resources
- 10% Government of Cote d'ivoire

6. investments

The mining Operating Company shall undertake to make the following investments:

- Development and construction of the mine with all the associated infrastructures;
- enrichment manganese plant;
- Acquisition logistics including transport equipments;
- The socio-economic infrastructures for the village communities bordering the mine.

7. Validity of this offer

This Full Corporate offer is valid for 07 days (say seven days). Beyond this limit, it becomes obsolete. Goldspan must confirm by scanned letter to Wingspan its acceptance of this FCO within those time lines.

The signature of the proposed joint venture for KOUASSI-DATEKRO Manganese Mine Company must be made within 45 days (say forty five days), from the date of this offer being accepted by Goldspan. Beyond this limit, the exclusivity of this offer to Goldspan will lapse.

Sincerely,

/s/ Georges Oswald
Georges Oswald, Director

Goldspan Resources, Inc.

6260 South Rainbow
Suite 110
Las Vegas, NV 89118
818.340.4600
Fax 818.340.4545
lmc-cfo@socal.rr.com

February 12, 2010

TO: Mr. George Oswald
Wingspan Foundation, a private Panama corporation

RE: FULL CORPROATE OFFER – Dated February 12, 2010

The undersigned, having been authorized by the Board of Directors of Goldspan Resources, Inc., a Nevada Public Company, hereby agrees to terms and conditions of that FULL CORPROATE OFFER from Wingspan Foundation dated February 12, 2010.

The offer, among other things, provides that Goldspan shall fund up to \$8,400,000 USD on an on-going basis in exchange for a thirty-five (35%) ownership position in the new entity that will be established for the ownership of the KOUSASSI-DATEKRO MANGANESE MINE.

Further, there shall be a 45 day due diligence period commencing from the date that our Vice President arrives at the property for inspection and testing.

We look forward to commencing our due diligence as of March 1, 2010 with the visit of Mr. David Hedderly-Smith, to commence the due diligence on this opportunity.

We look forward to a mutually rewarding relationship.

Very truly yours,
Goldspan Resources, Inc.

By: /s/ Leon Caldwell
Leon Caldwell, President

Goldspan Resources, Inc. Announces

Letter of Intent for Ownership in Manganese Mine

Las Vegas, Nevada – **February 15, 2010** – As part of the Company's mission to seek investments in mines that are either operating or in the exploratory stage of development, the Company has entered into an investment opportunity that has been agreed to in principal.

Goldspan Resources, Inc. ("Goldspan") (OTC BB:GSPN) announced that effective February 12, 2010 an agreement to invest in NABC SA Mining Company in Cote d'Ivoire was signed which has the following highlights:

- Goldspan will invest up to \$8.4 million USD in staged tranches. These funds will be used for the acquisition of the ownership and to determine the basis of assessment of the current potential resources.
- Resources are expected to reflect 12 years of production capacity at 200,000 tons per annum.
- Based on current supply contracts of 15,000 tons per month revenues are projected in excess of \$25 million per annum.
- Goldspan will own a thirty-five (35%) percent stake in the new Company that will be formed that shall acquire a mining research license from NABC SA Mining Company for manganese at Kouassi Datekro in Cote d'Ivoire ("Kouassi") which covers 1,817 square kilometers.
- The Company will have a 45 day due diligence period.

The due diligence will be headed by Goldspan's VP, Mr. David Hedderly-Smith, Ph.D., P.G. (who is a qualified person under the definitions established by National Instrument 43-101). Mr. Hedderly-Smith is scheduled to arrive at the site on March 1, 2010 to commence his due diligence.

To date, Kouassi has been granted a prospection permit on October 10th, 2008 and effective June 12, 2009 an extraction permit for sampling up to 30,000 tons was granted.

Kouassi has started trenching and a comprehensive mining and trenching plan has been commissioned to a well-known international Company.

Upon signing of the JV, the Company will commence additional exploration work including surveys to evaluate all reserves to permit a bankable feasibility study.

The overall goal of the mining operation shall provide the following:

- Development and construction of the mine with all the associated infrastructures
- manganese enrichment plant
- Acquisition logistics including transport equipments
- Socio-economic infrastructures for the village communities bordering the mine.

The Company looks forward to the successful completion of this venture and to the long term growth potential.

No stock exchange or Securities Commission has approved nor disapproved the statements in this release. Any statements that are not strictly historical are "forward-looking statements" made pursuant to the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 and within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to have been correct. These statements are subject to a number of risks and uncertainties that may affect actual events or results materially. These include, but are not limited to the Company's ability to obtain adequate financing to further its current and future business strategies; the Company's historical lack of profitability; the effects of business and economic conditions generally; and, other risks associated with a development stage company. All such forward-looking statements, whether written or oral, and whether made by or on behalf of the Company are expressly qualified by these cautionary statements. In addition, the Company disclaims any obligation to update any forward-looking statements to reflect events or circumstances after the date hereof.