

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended **January 31, 2013**

Transition Report pursuant to 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period _____ to _____

Commission File Number: **333-146442**

Goldspan Resources, Inc.

(Exact name of small business issuer as specified in its charter)

Nevada

(State or other jurisdiction of incorporation or organization)

26-3342907

(IRS Employer Identification No.)

836 S. Vance St., Unit E, Lakewood, Colorado 80226

(Address of principal executive offices)

303-875-1044

(Issuer's telephone number)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 76,699,631 as of March 12, 2013.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

Our financial statements included in this Form 10-Q are as follows:

- F-1 Balance Sheets as of January 31, 2013, and July 31, 2012 (unaudited);
- F-2 Statements of Operations for the three and six months ended January 31, 2013 and January 31, 2012, and from Inception on March 2, 2007 through January 31, 2013 (unaudited);
- F-3 Statements of Cash Flows for the six months ended January 31, 2013 and January 31, 2012 and from Inception on March 2, 2007 through January 31, 2013 (unaudited);
- F-4 Notes to Financial Statements

These financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and the SEC instructions to Form 10-Q. In the opinion of management, all adjustments considered necessary for a fair presentation and for the financial statements to be not misleading have been included. Operating results for the interim period ended January 31, 2013 are not necessarily indicative of the results that can be expected for the full year.

GOLDSpan RESOURCES, INC.
(A Development Stage Company)
Balance Sheets (unaudited)

<u>ASSETS</u>	January 31, 2013	July 31, 2012
CURRENT ASSETS		
Cash	\$ 5,888	\$ 727
Deposits	5,000	—
Total Current Assets	10,888	727
TOTAL ASSETS	\$ 10,888	\$ 727
<u>LIABILITIES AND STOCKHOLDERS' DEFICIT</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 27,701	\$ 3,142
Shareholder loans	—	22,958
Loan payable	100,000	—
Interest accrual	1,343	—
Total Current Liabilities	129,044	26,100
STOCKHOLDERS' DEFICIT		
Common stock - \$0.001 par value; 400,000,000 shares authorized; 76,699,631 and 61,449,631 shares issued, respectively and outstanding, respectively	76,700	65,200
Additional paid-in capital	794,332	599,582
Deficit accumulated during the development stage	(989,188)	(690,155)
Total Stockholders' Deficit	(118,156)	(25,373)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	\$ 10,888	\$ 727

The accompanying notes are an integral part of these financial statements.

GOLDSPAN RESOURCES, INC.
(A Development Stage Company)
Statements of Operations (unaudited)

	For the Three Months Ended January 31, 2013	For the Three Months Ended January 31, 2012	For the Six Months Ended January 31, 2013	For the Six Months Ended January 31, 2012	From Inception on March 2, 2007 Through January 31, 2013
REVENUES	\$ —	\$ —	\$ —	\$ —	\$ —
OPERATING EXPENSES					
Management fees	81,664	—	81,663	—	118,543
Professional fees	42,973	650	54,103	1,006	693,333
General and administrative	126,590	95	161,924	115	176,969
Total Operating Expenses	251,227	745	297,690	1,121	988,845
LOSS FROM OPERATIONS	(251,227)	(745)	(297,690)	(1,121)	(988,845)
OTHER INCOME/EXPENSE					
Interest expense	(1,343)	—	(1,343)	—	(1,343)
Extinguishment of debt	—	—	—	—	1,000
LOSS BEFORE INCOME TAXES	(252,570)	(745)	(299,033)	(1,121)	(989,188)
PROVISION FOR INCOME TAXES	—	—	—	—	—
NET LOSS	\$ (252,570)	\$ (745)	\$ (299,033)	\$ (1,121)	\$ (989,188)
BASIC LOSS PER SHARE:	\$ —	\$ —	\$ —	\$ —	
Basic and diluted					
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING:					
Basic and diluted	71,266,298	61,449,631	69,477,409	61,449,631	

The accompanying notes are an integral part of these financial statements.

GOLDSPAN RESOURCES, INC.
(A Development Stage Company)
Statements of Cash Flows (unaudited)

	For the Six Months Ended January 31, 2013	For the Six Months Ended January 31, 2012	From Inception on March 2, 2007 Through January 31, 2013
OPERATING ACTIVITIES			
Net loss	\$ (299,033)	\$ (1,121)	\$ (989,188)
Adjustments to reconcile net loss to net cash used by operating activities:			
Common stock issued for services	71,250	—	578,000
Common stock issued for extension fee	100,000	—	71,250
Changes in operating assets and liabilities:			
(Increase) decrease in deposits	(5,000)	—	(5,000)
Increase (decrease) in accounts payable	24,559	1,006	27,701
Increase (decrease) in accruals	1,343	—	1,343
Net Cash Used in Operating Activities	<u>(106,881)</u>	<u>(115)</u>	<u>(315,894)</u>
INVESTING ACTIVITIES			
	<u>—</u>	<u>—</u>	<u>—</u>
FINANCING ACTIVITIES			
Proceeds from loan	100,000	—	100,000
Shareholder loans, net	(22,958)	100	—
Contributed capital	—	—	65,269
Shares issued for cash	35,000	—	156,513
Net Cash Provided by Financing Activities	<u>112,042</u>	<u>100</u>	<u>321,782</u>
NET INCREASE (DECREASE) IN CASH	5,161	(15)	5,888
CASH AT BEGINNING OF PERIOD	<u>727</u>	<u>—</u>	<u>—</u>
CASH AT END OF PERIOD	<u>\$ 5,888</u>	<u>\$ (15)</u>	<u>\$ 5,888</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
CASH PAID FOR:			
Interest	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>
Income Taxes	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>
SUPPLEMENTAL NON-CASH INVESTING AND FINANCING ACTIVITIES:			
Common stock issued for prepaid consulting	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 460,000</u>
Common stock issued for option	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 100,000</u>
Shareholder loan converted to contributed capital	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 4,000</u>
Accounts payable converted to contributed capital	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 61,269</u>

The accompanying notes are an integral part of these financial statements.

GOLSPAN RESOURCES, INC.
(A Development Stage Company)
Notes to Financial Statements
January 31, 2013 and July 31, 2012

NOTE 1 – CONDENSED FINANCIAL STATEMENTS

The accompanying financial statements have been prepared by the Company without audit. In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position, results of operations, and cash flows at January 31, 2013 and for all periods presented herein, and for them to be not misleading, have been made.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted. It is suggested that these condensed financial statements be read in conjunction with the financial statements and notes thereto included in the Company's July 31, 2012 audited financial statements. The results of operations for the periods ended January 31, 2013 are not necessarily indicative of the operating results for the full year.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles 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 financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recent Accounting Pronouncements

No recent accounting standards or interpretations issued or recently adopted are expected to have a material impact on the Company's financial position, operations or cash flows.

NOTE 3 - LOAN DUE TO THIRD PARTY

The Company has issued a convertible Note that provides for funding up to \$250,000 with terms as follows:

Annual interest accrues at the rate of ten (10%) per annum until paid, with the note and interest all due December 31, 2014.

The Note may be converted at the option of the note holder at any time prior to December 31, 2013 with the unpaid principal and accrued interest converted at the Common Share price of \$.10.

NOTE 4 - SUBSEQUENT EVENTS

On April 5, 2012, we entered into a non-binding letter of intent with Alix Resources Corp. ("Alix") for the potential purchase of an option to acquire a 60% ownership interest in certain mineral properties known as the "Golden Zone Property" located in the State of Alaska (the "Property"). The Property is located along the south flank of the Alaska Range 15 miles west of the Parks Highway, approximately halfway between the cities of Anchorage and Fairbanks. Alix has the existing option on the Property (the "Underlying Option") which was entered into in September of 2010 with Hidefield Gold Inc. and Mines Trust Company (collectively the "Owners") whereby Alix can earn up to a 70% interest in the Property.

The letter of intent contemplates the sale of an option to us which, when exercised in conjunction with the Underlying Option held by Alix, will result in our ownership of 60% of the Property, with Alix retaining 10% ownership.

The letter of intent was to expire on May 15, 2012 provided no definitive agreement was reached between the Parties. On June 22, 2012 Alix and Goldspan agreed to extend the May 15, 2012 deadline to July 15, 2012.

On August 7, 2012, the agreement was extended to August 31, 2012, and a non-refundable deposit of \$35,000 was paid. On December 7, 2012, the letter of intent was further extended, and the following payment schedule was agreed to: a series of three \$100,000 (Canadian dollars) payments due December 31, 2012; January 31, 2013; and February 28, 2013. Goldspan also agreed to reimburse Alix no later than February 28, 2013 for costs totaling approximately \$203,700 relating to the Gold Zone property. Goldspan also agreed to reimburse Alix \$76,811, for amounts due under the Underlying Option. In consideration of Alix granting this extension, Goldspan issued 5,000,000 common shares in December, 2012 at a valuation of \$100,000.

Goldspan is currently in default on the agreed to series of \$100,000 payments that were to commence December 31, 2012. Management is currently in negotiations with Alix to determine what remedies, if any, may be available to Goldspan in order to continue with the Option on the Golden Zone property, or to abandon the Option altogether.

NOTE 4 - SUBSEQUENT EVENTS (continued)

The Company entered into a Non-Binding Letter of Intent (“LOI”) made and entered into as of the 4th day of March, 2013 by and between Goldspan Resources, Inc and Equipment and Trucks, Inc., a S Corporation located at 1739 S CR 13 C Loveland CO 80537 (“ETI”), both of whom may be collectively referred to throughout this Agreement as “Parties,” or individually as “Party.”

The Terms of the Agreement are as follows:

WHEREAS , GSPN is in the business of acquiring mining and energy producing properties; and,

WHEREAS , ETI is in the business of selling, servicing and renting various heavy and light equipment to companies in the mining and energy industries; and,

WHEREAS , the above listed Parties have agreed to enter into this non-binding Letter of Intent;

NOW THEREFORE , in consideration for the mutual obligations contained herein, GSPN and ETI, mutually agree as follows:

Summary of Terms

1. Purchase of ETI Equity Interest:

GSPN agrees to purchase an 80% interest in ETI in a tax fee stock exchange. GSPN shall perform due diligence of all pertinent documents and company information relating to ETI prior to the execution of the Share Exchange Agreement, including, but not limited to, applicable financial information of ETI, all relevant contracts, documents pertaining to indebtedness and liabilities of ETI, all customer information, product information, business plan, projected earnings as well as all shareholder and issuance information. ETI shall work with GSPN in order to provide all requested documents and information.

2. Purchase Price:

The GSPN share exchange amount allocated to the acquisition shall be determined pursuant to the Share Exchange Agreement. GSPN agrees to transfer an earnest deposit equal to 1 million shares of common stock of GSPN in order to show good faith in the negotiation of the Share Exchange Agreement. GSPN shall issue the 1 million shares to ETI upon the execution of this Letter of Intent.

2b. Additional Consideration:

As soon as possible after the execution of this LOI, with a goal of completion of March 31, 2013, GSPN agrees to use its best efforts to secure an operating Line of Credit for ETI in a minimum amount of 1.5 million dollars, in order for ETI to expand its current business model and also for use as working capital.

On or before September 30, 2013, GSPN shall use its best efforts to increase the ETI Line of Credit to 5 million dollars.

On or before December 31, 2013, GSPN shall use its best efforts to increase the ETI Line of Credit to 10 million dollars.

3. Responsibilities of GSPN: During the period while GSPN is seeking to obtain the Letter(s) of Credit or Credit Facilities which will help ETI to grow its business substantially from today’s level, GSPN will provide no operational input or restrictions on the operation of ETI except as to establishing the terms of the ‘credit facility’ or Line of Credit and the accountability thereto.

NOTE 4 - SUBSEQUENT EVENTS (continued)

4. Public Filings:

GSPN and ETI shall work together to file all applicable public documents with the Securities and Exchange Commission to disclose the stock exchange.

5. Share Exchange Agreement:

The Parties to this Letter of Intent agree to execute a definitive Share Exchange Agreement upon ETI receiving a credit line of at least 5 million dollars. The Share Exchange Agreement shall detail all rights and responsibilities of each Party, as well as actions that must be taken to complete the exchange. As part of the Share Exchange Agreement, Phillip Allen, President of GSPN agrees to serve on the Board of Directors of ETI as well as ETI's Advisory Board.

6. Closing :

The Parties agree that all due diligence, all actions to be taken by both Parties, and the execution of the Share Exchange Agreement shall take place on or before December 31, 2013.

Item 2. Management's Discussion and Analysis or Plan of Operation

Forward-Looking Statements

Certain statements, other than purely historical information, including estimates, projections, statements relating to our business plans, objectives, and expected operating results, and the assumptions upon which those statements are based, are "forward-looking statements". Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties which may cause actual results to differ materially from the forward-looking statements. Our ability to predict results or the actual effect of future plans or strategies is inherently uncertain. Factors which could have a material adverse affect on our operations and future prospects on a consolidated basis include, but are not limited to: changes in economic conditions, legislative/regulatory changes, availability of capital, interest rates, competition, and generally accepted accounting principles. These risks and uncertainties should also be considered in evaluating forward-looking statements and undue reliance should not be placed on such statements.

Company Overview and Plan of Operations

We were incorporated on March 2, 2007, under the laws of the state of Nevada.

On April 5, 2012, we entered into a non-binding letter of intent with Alix Resources Corp. ("Alix") for the potential purchase of an option to acquire a 60% ownership interest in certain mineral properties known as the "Golden Zone Property" located in the State of Alaska (the "Property"). The Property is located along the south flank of the Alaska Range 15 miles west of the Parks Highway, approximately halfway between the cities of Anchorage and Fairbanks. Alix has the existing option on the Property (the "Underlying Option") which was entered into in September of 2010 with Hidefield Gold Inc. and Mines Trust Company (collectively the "Owners") whereby Alix can earn up to a 70% interest in the Property.

The letter of intent contemplates the sale of an option to us which, when exercised in conjunction with the Underlying Option held by Alix, will result in our ownership of 60% of the Property, with Alix retaining 10% ownership.

The letter of intent contemplates the sale of an option to us which, when exercised in conjunction with the Underlying Option held by Alix, will result in our ownership of 60% of the Property, with Alix retaining 10% ownership. In order to maintain our rights under the contemplated option agreement and ultimately exercise the option, the letter of intent contemplates that we will make the following payments:

- a) pay Alix Resources an amount of CDN \$1,000,000 as follows:
 - i) an initial amount of CDN \$200,000 upon execution of the Definitive Agreement;
 - ii) an additional amount of CDN \$300,000 on or before that date which is 12 months from the date of the Definitive Agreement; and
 - iii) the remaining amount of CDN \$500,000 on or before that date which is 24 months from the date of the Definitive Agreement;

- b) fund CDN \$3,500,000 in exploration expenditures as follows:
 - i) an initial amount of CDN \$1,500,000 on or before that date which is 12 months from the date of the Definitive Agreement; and
 - ii) the remaining CDN \$2,000,000 on or before that date which is 24 months from the date of the Definitive Agreement; and

- c) assume all payment obligations of the Alix Group under the Underlying Agreement, including but not limited to:
- i) all outstanding and ongoing cash payments required under Section 2.3 of the Underlying Agreement;
 - ii) all outstanding and ongoing share issuance obligations under Section 2.3 of the Underlying Agreement, such that Goldspan shall issue securities in its capital in lieu and in replacement of Alix Resources issuing securities in its respective capital;
 - iii) all cash payment and share issuance obligations under Section 2.8 of the Underlying Agreement, such that Goldspan shall issue securities in its capital in lieu and in replacement of Alix Resources issuing securities in its respective capital; and
 - iv) all lease payments, taxes or other amounts payable to the State of Alaska or other governmental authorities with respect to the Property.

Alix is required to notify the Owners of the Property of the letter of intent. Upon exercise of our option, the Owners will have the option to form a joint venture with us and Alix or sell their remaining 30% interest in the Property in exchange for an overriding perpetual royalty equal to 2.5% of the net smelter returns.

The letter of intent is non-binding and conditional upon the parties' entry into a definitive agreement, the completion of our due diligence on the Property, and the approval of the Owners and any necessary regulatory approvals.

The letter of intent was to expire on May 15, 2012 provided no definitive agreement was reached between the Parties. On June 22, 2012 Alix and Goldspan agreed to extend the May 15, 2012 deadline to July 15, 2012.

On August 7, 2012, the agreement was extended to August 31, 2012, and a non-refundable deposit of \$35,000 was paid. On December 7, 2012, the letter of intent was further extended, and the following payment schedule was agreed to: a series of three \$100,000 (Canadian dollars) payments due December 31, 2012; January 31, 2013; and February 28, 2013. Goldspan also agreed to reimburse Alix no later than February 28, 2013 for costs totaling approximately \$203,700 relating to the Gold Zone property. Goldspan also agreed to reimburse Alix \$76,811, for amounts due under the Underlying Option. In consideration of Alix granting this extension, Goldspan issued 5,000,000 common shares in December, 2012 at a valuation of \$100,000.

Goldspan is currently in default on the agreed to series of \$100,000 payments that were to commence December 31, 2012. Management is currently in negotiations with Alix to determine what remedies, if any, may be available to Goldspan in order to continue with the Option on the Golden Zone property, or to abandon the Option altogether.

On March 4, 2013, we entered into a non-binding Letter of Intent (the "LOI") with Equipment & Trucks Inc. ("ETI") a privately held heavy equipment sales and rental company located in Loveland, Colorado, for the option to purchase an 80% ownership interest in ETI.

The LOI provides for the following transactions:

- We have agreed to issue one million (1,000,000) shares of common stock as a good faith deposit toward the contemplated acquisition
- We have agreed to use our best efforts to secure a line of credit for ETI in the amount of \$1.5 million by March 31, 2013
- We have agreed to use our best efforts to increase the line of credit secured for ETI to a total amount of \$5 million by September 30, 2013
- We have agreed to use our best efforts to increase the line of credit secured for ETI to a total amount of \$10 million by December 31, 2013
- Upon ETI' receipt of a line of credit in the amount of \$5 million, and no later than December 31, 2013, the parties will enter into a definitive share exchange agreement regarding the proposed acquisition.

Expected Changes in Number of Employees, Plant, and Equipment

We do not have plans to purchase any physical plant or any significant equipment or to change the number of our employees during the next twelve months.

Results of Operations for the three and six months ended January 31, 2013

We did not earn any revenues from inception on March 2, 2007 through the period ending January 31, 2013. We can provide no assurance that we will produce significant revenues in the future, or, if revenues are earned, that we will be profitable.

We incurred operating expenses of \$988,845 and net losses in the amount of \$989,188 from our inception on March 2, 2007 through the period ending January 31, 2013. We had no operating income for the three months ended January 31, 2013. We incurred operating expenses in the amount of \$251,227 during the three months ended January 31, 2013. These expenses included auditing fees of \$6,250, management fees of \$81,664, an option fee of \$125,000 for the Golden Zone property, legal fees of \$13,909 and other costs in the amount of \$25,749.

By way of comparison we incurred operating expenses in the amount of \$745 during the three months ended January 31, 2012. These expenses included transfer agent fees of \$650 and bank fees of \$95.

We incurred operating expenses of \$297,690 and a net loss in the amount of \$299,033 during the six months ended January 31, 2013, compared to operating expenses and a net loss in the amount of \$1,121 during the six months ended January 31, 2012. By way of comparison our operating expenses for the six months ended January 31, 2013 included auditing fees of \$6,250, IR Services of \$14,745, Legal Fees of \$25,039, management fees of \$81,663, an option fee of \$160,000 for the Golden Zone property and other costs in the amount of \$9,993. By way of comparison our operating expenses for the six months ended January 31, 2012 included legal fees of \$356, transfer agent fees of \$650 and bank fees of \$115. Our losses are attributable to our operating expenses combined with a lack of any revenues during our current stage of development.

Liquidity and Capital Resources

As of January 31, 2013, we had cash of \$5,888 with current assets of \$10,888. We had current liabilities of \$129,044 and a working capital deficit of \$118,156.

On December 12, 2012, we received funding in the amount of \$100,000 under a 10% Convertible Promissory Note issued to Arlon Franz (the "Note"). The Note bears interest at a rate of 10% per year, with all principal and interest coming due on December 31, 2013. The Note is convertible in whole or in part, at the option of the holder, into shares of our common stock at a price of \$0.10 per share.

We will require significant additional financing in order to perform the terms of the purchase transaction for the Golden Zone Property as contemplated by the Letter of Intent. We do not have any formal commitments or arrangements for the sales of stock or the advancement or loan of funds at this time. There can be no assurance that such additional financing will be available to us on acceptable terms, or at all.

Off Balance Sheet Arrangements

As of January 31, 2013, there were no off balance sheet arrangements.

Going Concern

Our financial statements have been prepared on a going concern basis. As of January 31, 2013 we had a working capital deficit of \$118,156 and an accumulated deficit of \$989,188 since inception. Our ability to continue as a going concern is dependent upon our ability to generate profitable operations in the future and/or to obtain the necessary financing to meet our obligations and repay our liabilities arising from normal business operations when they come due. The outcome of these matters cannot be predicted with any certainty at this time. These factors raise substantial doubt that we will be able to continue as a going concern. Management plans to continue to provide for our capital needs by the issuance of common stock and related party advances.

Critical Accounting Policies

In December 2001, the SEC requested that all registrants list their most “critical accounting policies” in the Management Discussion and Analysis. The SEC indicated that a “critical accounting policy” is one which is both important to the portrayal of a company’s financial condition and results, and requires management’s most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. We do not believe that any accounting policies fit this definition for our company.

Recently Issued Accounting Pronouncements

No recent accounting standards or interpretations issued or recently adopted are expected to have a material impact on the Company’s financial position, operations or cash flows.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

A smaller reporting company is not required to provide the information required by this Item.

Item 4T. Controls and Procedures

We carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of January 31, 2013. This evaluation was carried out under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of January 31, 2013, our disclosure controls and procedures were not effective. There have been no changes in our internal controls over financial reporting during the quarter ended January 31, 2013.

Management determined that the material weaknesses that resulted in controls being ineffective are primarily due to lack of resources and number of employees. Material weaknesses exist in the segregation of duties required for effective controls and various reconciliation and control procedures not regularly performed due to the lack of staff and resources.

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act are recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

Limitations on the Effectiveness of Internal Controls

Our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will necessarily prevent all fraud and material error. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the internal control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, control may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

We are not a party to any pending legal proceeding. We are not aware of any pending legal proceeding to which any of our officers, directors, or any beneficial holders of 5% or more of our voting securities are adverse to us or have a material interest adverse to us.

Item 1A. Risk Factors

A smaller reporting company is not required to provide the information required by this Item.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults upon Senior Securities

None

Item 4. Mine Safety Disclosures

None

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit Number	Description of Exhibit
10.1	10% Convertible Promissory Note issued to Arlon Franz
31.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101**	The following materials from the Company's Quarterly Report on Form 10-Q for the quarter ended January 31, 2013 formatted in Extensible Business Reporting Language (XBRL).

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 thereunto duly authorized.

Goldspan Resources, Inc.

By: /s/ David Hedderly-Smith
David Hedderly-Smith
Chief Executive Officer,
and Director
March 15, 2013

By: /s/ Iain Stewart
Iain Stewart
Chief Financial Officer, Secretary, Treasurer,
and Director
March 15, 2013

10% CONVERTIBLE PROMISSORY NOTE
Goldspan Resources, Inc.

EXHIBIT A

This note, and any shares acquired upon conversion hereof, have not been registered under the securities act of 1933, as amended, (the "act") or any state securities laws, and may not be sold, offered for sale, pledged, hypothecated, or otherwise transferred in the absence of (a) an effective registration statement under the act and any applicable state securities laws, or (b) an opinion of counsel acceptable to counsel for the issuer that such registration is not required and that the proposed transfer may be made without violation of the act and any applicable state securities law.

\$100,000

Dec 12 2013

GOLDSPAN RESOURCES, INC.
(a Nevada corporation)

CONVERTIBLE NOTE
Due On or Before December 31, 2013

GOLDSPAN RESOURCES, INC., a Nevada corporation (the "Company"), for value received and intending to be legally bound, hereby promises to pay to the order of Arlan Franz who resides at P.O. Box 1046, Sydney, MT 59270, or registered assigns ("Holder"), the principal amount of one hundred thousand dollars on or before December 31, 2013, together with interest thereon as set forth herein.

1. Convertible Note . This Convertible Note is one of a duly authorized issue of the Company's Convertible Notes (a "Note" or the "Notes"), up to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000) in relevant subscriptions.

2. Principal and Interest Payment. This Note and all accrued interest thereon shall be due and payable on or before December 31, 2014. Interest shall be calculated at the rate of ten percent (10%) per annum. Payment of principal and all accrued interest on this Note shall be made upon presentation of this Note by the Holder at the offices of the Company, in lawful money of the United States of America, by delivery of a check payable in immediately available funds to the Holder at Holder's address; *PROVIDED HOWEVER* , the Holder may, at his option, accept such payment in Shares (as hereinafter defined), instead of by payment of money, the number of Shares to be determined by dividing the amount of the payment then due by the Conversion Price (as hereinafter defined). The Company may prepay all or any portion of this Note at any time, subject to the notice provisions and limitations included here in below.

The Company may treat the Holder on the Note Register kept by the Company as the owner of this Note for the purpose of receiving payment and for all other purposes and the Company shall not be affected by any notice to the contrary. This Note is transferable only (i) in accordance with the terms hereof, and (ii) by surrender thereof at an office or agency of the Company where this Note is payable, duly endorsed or accompanied by a written instrument duly executed by the Holder of this Note or his attorney duly authorized in writing.

3. Conversion of Note . This Note may be converted into shares of Common Stock of the Company, as follows:

(a) Conversion. Subject to and upon compliance with the provisions of this section captioned "Conversion of Note," at the option of the Holder, at any time before December 31, 2013, the unpaid principal balance of the Note may be converted, in whole or in part, into fully-paid and non-assessable shares of Common Stock, par value \$0.0001 (1/1000) per share, of the Company (the "Shares"), at a conversion price of \$0.10 per share (the "Conversion Price"), and the result thereof shall be divided into the portion of the then outstanding principal balance and the result thereof shall be the number of Shares to be issued to Holder and the principal represented thereby shall be canceled upon delivery of the Note to the offices of the Company. Such conversion shall be effectuated by the Holder submitting to the Company a notice of conversion attached hereto as Exhibit "1" (the "Conversion Notice"), which the Holder shall execute and return to the Company. The Conversion Notice shall state the dollar amount thereof to be so converted and shall include or be accompanied by representations as to the Holder's investment intent substantially similar to those contained in this Note. Shares issuable upon conversion of the Note shall be issued in the name of the Holder and shall be transferable only in accordance with all of the terms and restrictions contained herein. No fractional Shares shall be issued or delivered upon conversion of the Note.

(b) Subdivision or Combination. Whenever the Company shall subdivide or combine the outstanding shares of Common Stock issuable upon conversion of this Note, the Conversion Price in effect immediately prior to such subdivision or combination shall be proportionately decreased in the case of subdivision or increased in the case of combination effective at the time of such subdivision or combination.

(c) Reclassification or Change. Whenever any reclassification or change of the outstanding shares of Common Stock shall occur (other than a change in par value, or from par value to no par, or from no par to par value, or as a result of a subdivision or combination), effective provision shall be made whereby the Holder shall have the right, at any time thereafter, to receive upon conversion of this Note the kind of stock, other securities or property receivable upon such reclassification by a holder of the number of shares of Common Stock issuable upon conversion of this Note immediately prior to such reclassification. Thereafter, the rights of the Holder with respect to the adjustment of the amount of securities or other property obtainable upon conversion of this Note shall be appropriately continued and preserved, so as to afford as nearly as may be possible protection of the nature afforded by this subparagraph (c).

(d) Merger. If, prior to repayment of the obligations relevant hereto, or prior to Holder's conversion of this Note into equity in the Company, the Company shall be consolidated or merged with another company, or substantially all of its assets shall be sold to another company in exchange for stock with the view to distributing such stock to its shareholders, each share of stock into which this Note is convertible shall be replaced for the purposes hereof by a pro rata amount of the securities or property issuable or distributable, based upon the percentage of the Company's Common Stock which a Holder would have owned had a Holder exercised his/her/its conversion rights herein after consummation of such merger, consolidation or sale and adequate provision to that effect shall be made at the time thereof. The Company will provide the Holder at least thirty (30) days prior written notice of any event described in this subsection (d).

(e) Minimal Adjustments. The Company shall not be required to make any adjustment of the Conversion Price the amount of which shall be less than \$.01, but in such case any adjustment that would otherwise be required to be made shall be carried forward and shall be made at the time and together with the next subsequent adjustment which, when aggregated with any adjustment or adjustments so carried forward, shall amount to not less than \$.01.

(f) Notices of Record Date. In case

(i) the Company shall declare a dividend (or make any other distribution) on its shares of Common Stock payable otherwise than in cash out of its earned surplus; or

(ii) the Company shall grant the holders of its Common Stock the right to subscribe for or purchase any shares of its capital stock of any class; or

(iii) the Company shall make any distribution on or in respect of the Common Stock in connection with the dissolution, liquidation or winding up of the Company; or

(iv) there is to be a reclassification of the Common Stock of the Company (other than the subdivision or combination of its outstanding shares of Common Stock), a consolidation or merger to which the Company is a party and in connection with which approval of any class of stockholders of the Company is required, or a sale or conveyance of the property of the Company as an entirety or substantially as an entirety, then and in each such event, the Company shall mail or cause to be mailed to the Holder a notice specifying the date on which any action is to be taken for the purpose of such dividend, distribution or granting of rights, or the date on which such reclassification, consolidation or merger is expected to become effective, and the time, if any, as of which the holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reorganization or reclassification. Such notice shall be mailed at least 10 days prior to the record date or effective date therein specified.

(g) Reservation of Common Shares. The Company shall take or has taken all steps necessary to reserve a number of its authorized but unissued Common Shares sufficient for issuance upon conversion of this Convertible Subordinated Note pursuant to the provisions included hereinabove.

4. Securities Laws Restrictions. This Note and the Shares issuable upon conversion have not been registered for sale under the Securities Act of 1933, as amended, and neither this Note nor those shares nor any interest in this Note nor those shares may be sold, offered for sale, pledged or otherwise disposed of without compliance with applicable securities laws, including, without limitation, an effective registration statement relating thereto or delivery of an opinion of counsel acceptable to the Company that such registration is not required under the Securities Act of 1933.

By accepting this Note, the Holder hereby acknowledges that this Note has not been registered under the Securities Act of 1933, as amended, or any state securities laws and Holder represents for himself, herself or itself and his, her or its legal representative, successors and assigns that he, she or it is acquiring this Note and will acquire any shares issued upon conversion hereof, for his, her or its own account, for investment purposes only and not with a view to, or for sale in connection with, any distribution of such securities and Holder agrees to reaffirm, in writing, this investment representation at the time of exercise of the conversion right set forth above.

5. Status of Registered Holder. The Company may treat the registered holder of this Note as the absolute owner of this Note for the purposes of making payments of principal or interest and for all other purposes and shall not be affected by any notice to the contrary.

6. Events of Default. If any of the following conditions or events ("Events of Default") shall occur and be continuing:

(a) if the Company shall default in the payment of principal and/or interest accruing herein when the same becomes due and payable, whether at maturity or by declaration of acceleration or otherwise, and shall fail to cure such default within thirty days after written notice thereof from the Holder to the Company; or

(b) if the Company shall materially default in the performance of or compliance with any term contained herein and such default shall not have been remedied within thirty days after written notice thereof from the Holder to the Company; or

(c) if the Company shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or a voluntary petition for reorganization under Title 11 of the United States Code ("Title 11") shall be filed by the Company or an order shall be entered granting relief to the Company under Title 11 or a petition shall be filed by the Company in bankruptcy, or the Company shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting or not contesting the material allegations of a petition filed against the Company in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of all or any substantial part of the properties of the Company or if the Company or its directors or majority shareholders shall take any action looking to the dissolution or liquidation of the Company; or

(d) if within 120 days after the commencement of an action against the Company seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such action shall not have been dismissed or nullified or all orders or proceedings there under affecting the operations or the business of the Company stayed, or if the stay of any such order or proceeding shall thereafter be set aside, or if, within 120 days after the appointment without the consent or acquiescence of the Company of any trustee, receiver or liquidator of the Company or of all or any substantial part of the properties of the Company such appointment shall not have been vacated; then, and in any such event, the Holder may at any time (unless such Event of Default shall theretofore have been remedied) at his, her or its option, by written notice to the Company, declare the Note to be due and payable, whereupon the Note shall forthwith mature and become due and payable, together with interest accrued thereon, and thereafter interest shall be due, at the rate per annum hereinabove provided, on the entire principal balance until the same is fully paid, and on any overdue interest (but only to the extent permitted by law), without presentment, demand, protest or notice, all of which are hereby waived, subject however, to the other terms, including those relating to subordination, of this Note. In the case of a default in the payment of any principal or interest on the Note, the Company will pay to the Holder such further amount as shall be sufficient to cover the cost and expenses of collection, including, without limitation, reasonable attorneys' fees, expenses and disbursements. No course of dealing and no delay on the part of Holder in exercising any right shall operate as a waiver thereof or otherwise prejudice such Holder's rights, powers or remedies. No right, power or remedy conferred by this Note upon Holder shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

7. Usury Laws. Notwithstanding any provision contained in this Note to the contrary, the Company's liability for payment of interest shall not exceed the limits imposed by applicable usury law. If any provision hereof requires interest payments in excess of the then legally permitted maximum rate, such provision shall automatically be deemed to require such payment at the then legally-permitted maximum rate.

8. Notices. All notices required or permitted to be given under this Note shall be in writing (delivered by hand or sent certified or registered mail, return receipt requested, or by nationally recognized overnight courier service) addressed to the following addresses:

If to Holder: At his, her or its address on the Note
Register of the Company

If to Company: GOLDSPAN RESOURCES, INC.
836 S. Vance St. Unit E
Lakewood, CO 80226
Attn: Phillip Allen, President

All notices shall be deemed given upon receipt by the recipient.

9. Governing Law. This Note has been made and delivered in Lakewood, Colorado and shall be governed by the laws of the State of Nevada.

10. Severability . If any provision, paragraph or subparagraph of this Note is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the Note, including any other provision, paragraph or subparagraph. Each provision, paragraph or subparagraph of this Note is separable from every other provision, paragraph and subparagraph and constitutes a separate and distinct covenant.

11. Amendment . This Note may only be amended in writing, duly endorsed by the parties hereto.

12. Headings. The headings in this Note are solely for convenience of reference and shall not affect its interpretation.

Attest:
GOLDSPAN RESOURCES, INC.

By: /s/ Phillip Allen
Phillip Allen, President

ACCEPTANCE

The foregoing subscription agreement is accepted by:

GOLDSPAN RESOURCES, INC.
a Nevada corporation

By: /s/ Phillip Allen
Title: President
Date: 12/11/12

CERTIFICATIONS

I, David Hedderly-Smith, certify that;

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended January 31, 2013 of Goldspan Resources, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: March 15, 2013

/s/ David Hedderly-Smith

By: David Hedderly-Smith

Title: Chief Executive Officer

CERTIFICATIONS

I, Iain Stewart, certify that;

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended January 31, 2013 of Goldspan Resources, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: March 15, 2013

/s/ Iain Stewart

By: Iain Stewart

Title: Chief Financial Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND
CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly Report of Goldspan Resources, Inc. (the "Company") on Form 10-Q for the quarter ended January 31, 2013 filed with the Securities and Exchange Commission (the "Report"), I, David Hedderly-Smith, Chief Executive Officer of the Company, and I, Iain Stewart, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the consolidated financial condition of the Company as of the dates presented and the consolidated result of operations of the Company for the periods presented.

By: /s/ David Hedderly-Smith
Name: David Hedderly-Smith
Title: Principal Executive Officer, Principal Financial Officer and Director
Date: March 15, 2013

By: /s/ Iain Stewart
Name: Iain Stewart
Title: Principal Financial Officer
Date: March 15, 2013

This certification has been furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.