
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): December 7, 2012

GOLDEN RIVER RESOURCES CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-16097
(Commission
File Number)

98-007697
(I.R.S. Employer
Identification No.)

Level 8, 580 St Kilda Road, Melbourne, Victoria Australia 3004
(Address of Principal Executive Office) (Zip Code)

61-3-8532-2860
(Registrant's telephone number, including area code)

N/A
(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))
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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.

GOLDEN RIVER RESOURCES CORPORATION (Company)

By:

A handwritten signature in black ink, appearing to read "Peter Lee", is written above a horizontal dashed line.

Peter Lee
Secretary

Dated: January 2, 2013

- (h) "Purchased Shares" means 5,400,000 common shares of the Company to be purchased and sold hereunder;
- (i) "Purchaser" means Chin-Yong Wong;
- (j) "Subsidiaries" means Annapolis Properties Corp., 6179053 Canada Inc. and 6927629 Canada Corp.;
- (k) "Tax" or "Taxes" means any federal, provincial, territorial, state or local income, goods and services, value added, corporation, land transfer, licence, payroll, excise, sales, use, capital, withholding, mining or other tax, levy, duty, royalty, assessment, reassessment or other charge of any kind whatsoever, whether direct or indirect, including any interest or penalty on any of the foregoing, whether disputed or not, and for greater certainty includes Canada Pension Plan premiums and employment insurance premiums;
- (l) "this Agreement", "herein", "hereto", "hereby", "hereunder", "hereof" and similar expressions refer to this Agreement and not to any particular clause, subclause, section, subsection or paragraph or other portion hereof, and include amendments hereto, any agreement which is supplementary to or in amendment or confirmation of this Agreement and any schedules hereto or thereto;
- (m) "Time of Closing" means 10:00 a.m. (Toronto time) on the Closing Date or such other time as may be mutually acceptable to the Parties; and
- (n) "Vendor" means Golden River Resources Corporation.

1.2 Gender and Number. Any reference in this Agreement to gender shall include all genders and words used herein importing the singular number only shall include the plural and vice versa.

1.3 Headings, Etc.. The division of this Agreement into articles, sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation hereof.

1.4 Currency. All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed in Canadian currency.

1.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria and the courts of Victoria shall have an exclusive jurisdiction for the resolution of any disputes in connection with this Agreement.

ARTICLE 2 PURCHASE AND SALE OF PURCHASED SHARES

2.1 Purchased Shares. Subject to the terms and conditions hereof, the Vendor covenants and agrees to sell, assign and transfer to the Purchaser the Purchased Shares free and clear of all Encumbrances and the Purchaser covenants and agrees to purchase from the Vendor the Purchased Shares.

2.2 Purchase Price. The purchase price payable by the Purchaser to the Vendor for the Purchased Shares shall be \$0.11 per Purchased Share, being in the aggregate CDN\$594,000 (the "Purchase Price").

2.3 Payment of Purchase Price. The Purchase Price shall be paid and satisfied by delivery to the Vendor or a third party pursuant to the Vendor's direction, at the Time of Closing, of a wire transfer in the amount of the Purchase Price.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying upon such representations and warranties in connection with the entering into of this Agreement and the consummation of the transactions contemplated hereby:

4.1 Due Incorporation and Subsistence of the Purchaser. The Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of its jurisdiction of incorporation.

4.2 Permits. There are no Permits or filings that must be obtained or made by the Purchaser in order to complete the transactions contemplated by this Agreement (including without limitation any Permits of or filings with any securities commission or stock exchange).

4.3 Restrictive Documents. The Purchaser is not subject to, or a party to, any charter or by-law restriction, Encumbrance, Contractual or Other Right or Obligation, law, rule, ordinance, regulation, or any other restriction of any kind or character which would prevent the consummation of the transactions contemplated by this Agreement or compliance by the Purchaser with the terms, conditions and provisions hereof.

4.4 Validity of Agreement.

- (a) The Purchaser has all necessary right, power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder.
- (b) The entry into, execution and delivery of this Agreement and all other agreements and documents required to be delivered by the Purchaser hereunder, the performance by the Purchaser of its obligations hereunder and the consummation of the transactions contemplated hereby: (i) have been duly authorized by all necessary action, corporate or otherwise, on the part of the Purchaser and (ii) do not or will not conflict with or constitute a breach of or a default under or create any Encumbrance under (or would not with the passage of time or the giving of notice, or both, conflict with or constitute a breach of or a default under or create any Encumbrance under) any of the terms or provisions of the constating documents, by-laws or resolutions of the Purchaser (if the Purchaser is a corporation) or of any Contractual or Other Right or Obligation to which the Purchaser is a party or by which the Purchaser is bound or of any laws or regulations applicable to the Purchaser.
- (c) Each of this Agreement and all other agreements and documents required to be delivered by the Purchaser hereunder constitute, or on delivery will constitute, a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, subject however to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency and creditors' rights generally and to general principles of equity, including the availability of equitable remedies such as specific performance and injunctive relief which are in the discretion of the court from which they are sought.

4.5 Insolvency. The Purchaser is not insolvent, nor has it committed an act of bankruptcy, proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound-up, taken any proceeding to have a receiver appointed over any part of its assets, had any encumbrancer or receiver take possession of any of its property, had an execution or distress become enforceable or levied upon any of its property or had any petition for a receiving order in bankruptcy filed against it.

4.6 Finder's Fee. The Purchaser has not incurred any finder's fee, commission or other payment in respect of the transactions hereby for which the Vendor or the Company shall be liable.

ARTICLE 8
CONDITIONS PRECEDENT FOR THE VENDOR

All obligations of the Vendor under this agreement are subject to the fulfilment, prior to or at closing, of each of the following conditions:

8.1 The Purchaser shall have paid the Purchase Price for the Purchased Shares to the Vendor in the manner contemplated in Section 2.3 hereof.

8.2 The representations, warranties, covenants and agreements of the Purchaser set forth in this Agreement shall be true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date as if made by the Purchaser on the Closing Date.

8.3 The Purchaser shall have fulfilled and/or complied with all of its obligations, covenants and agreements herein contained to be performed or caused to be performed.

8.4 The conditions contained in this Article 8 are inserted for the exclusive benefit of the Vendor and may be waived in whole or in part by the Vendor at any time. The Purchaser acknowledges that the waiver by the Vendor of any condition or any part of any condition shall constitute a waiver only of such condition or such part of such condition, as the case may be, and, shall not be constitute a waiver of any covenant, agreement, representation or warranty made by the Purchaser herein that corresponds or is related to such condition or such part of such condition, as the case may be.

ARTICLE 9
CLOSING ARRANGEMENTS AND TERMINATION

9.1 Closing. The Closing of the purchase and sale of the Purchased Shares shall take place at the Time of Closing on the Closing Date at such place and/or time as the Parties may mutually agree upon. The Closing will take place outside of Canada, except that the certificates representing the Purchased Shares may be delivered to counsel in Canada for purposes of effecting the transfer of the Purchased Shares into the name of the Purchaser following Closing.

9.2 Closing Deliveries. At the Time of Closing:

- (a) the Vendor shall deliver or cause to be delivered to the Purchaser:
 - (i) a securities transfer form for the Purchased Shares with signatures guaranteed in form satisfactory to the Purchaser; and
 - (ii) and all other assurances, transfers, assignments, consents and other documents as the Purchaser's solicitors consider reasonably necessary or desirable to validly and effectively complete the transactions contemplated hereby; and
- (b) the Purchaser shall deliver or cause to be delivered to the Vendor or as it otherwise directs:
 - (i) a wire transfer payable as directed by the Vendor in accordance with the terms hereof; and
 - (ii) all other assurances, transfers, assignments, consents and other documents as the Vendor's solicitors consider reasonably necessary or desirable to validly and effectively complete the transactions contemplated hereby.

ARTICLE 10
MISCELLANEOUS

10.1 Publicity. The Parties shall confer and reach agreement as to the content of any press release or make any other public statement or announcement relating to or connected with or arising out of this Agreement or the matters contained herein. None of the Parties shall issue any press release or make any other public statement or

10.8 Entire Agreement. This Agreement together with any agreements or other documents to be delivered pursuant hereto sets forth the entire agreement among the Parties pertaining to the specific subject matter hereof and replaces and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements, whether oral or written, express or implied, statutory or otherwise, between the Parties in connection with the subject matter hereof except as specifically set forth herein.

10.9 Amendments. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

10.10 Waiver. No delay or failure of any party in exercising any right or remedy hereunder and no partial exercise of any such right or remedy shall be deemed to constitute a waiver of such right or remedy or any other rights or remedies of such party hereunder. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any consent by a Party to or any waiver by a Party of any breach of any provision of this Agreement shall not constitute a consent to or waiver of any subsequent, further or other breach of the provisions of this Agreement.

10.11 Fees and Expenses. Each of the Vendor and the Purchaser acknowledge and agree that each will be responsible for the payment of their own legal fees and other costs and expenses incurred by them in connection with the purchase and sale transactions contemplated hereby.

10.12 Severability. Each of the provisions of this Agreement (and each part of each such provision) is severable from every other provision hereof (and every other part thereof). In the event that any provision (or part thereof) contained in this Agreement or the application thereof to any circumstance shall be invalid, illegal or unenforceable, in whole or in part, in any jurisdiction and to any extent:

- (a) the validity, legality or enforceability of such provision (or such part thereof) in any other jurisdiction and of the remaining provisions contained in this Agreement (the remaining parts of such provision, affected or impaired thereby; as the case may be) shall not in any way be the application of such provision (or such part thereof) to circumstances other than those as to which it is held invalid, illegal or unenforceable shall not in any way be affected or impaired thereby;
- (b) such provision (or such part thereof) shall be severed from this Agreement and ineffective to the extent of such invalidity, illegality or unenforceability in such jurisdiction and in such circumstances; and
- (c) the remaining provisions of this Agreement (or the remaining parts of such provisions, as the case may be).

IN WITNESS WHEREOF the Parties have executed this Agreement as of 7th day of December, 2012.

CHIN-YONG, WONG

Per: _____
Name:
Title: