
**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): September 3 2009

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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Item 1.01: Entry into a Material Definitive Agreement***Private Placement of Shares of Common Stock***

Effective September 3, 2009 Golden River Resources Corporation, a Delaware corporation (the "Company"), entered into a subscription agreement with Northern Capital Resources Corp, a company associated with Mr. Joseph I. Gutnick, President and Chief Executive Officer of Golden River Resources Corporation, whereby Northern Capital Resources Corp agreed to subscribe, in a private placement transaction, for 85,000,000 shares of common stock at a purchase price of US\$0.10 per share for aggregate proceeds of US\$8,500,000. The funds will be used to fund the acquisition by the Company of shares in Acadian Mining Corp ("Acadian") and for working capital purposes. The subscription of the US\$8,500,000 will be closed in several tranches prior to March 31, 2010.

Effective September 3, 2009, pursuant to the subscription agreement noted above, the Company and Northern Capital Resources Corp closed the first tranche of the private placement by the issue of 41,276,710 shares of common stock at a purchase price of US\$0.10 per share for aggregate proceeds of US\$4,127,671. The Private Placement was made to and was affected pursuant to the terms of a Subscription Agreement.

The description of the Subscription Agreement that is contained in this Form 8-K is qualified in its entirety to the text of the actual agreement that are filed as exhibits hereto.

For more information regarding the Company's investment in Acadian, please see the Company's Current Reports on Form 8-K filed March 20, 2009 and June 10, 2009, which is incorporated herein by reference. The Company's current holding in Acadian is 52% of the issued and outstanding shares of Acadian.

Item 3.02: Unregistered Sales of Equity Securities

The description of the Private Placement set forth above is hereby incorporated herein by this reference. The securities that are being issued pursuant to this Private Placement are being issued in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Act") under section 4(2) of the Act and under Regulation S and D promulgated under the Act.

Item 9.01: Financial Statements and Exhibits

99.1: Subscription Agreement

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:

/s/ Peter Lee

Peter Lee
Secretary

Dated: September 3, 2009

GOLDEN RIVER RESOURCES CORPORATION
SUBSCRIPTION AGREEMENT

Golden River Resources Corporation
Level 8, 580 St Kilda Road
South Melbourne
Victoria 3004 Australia

Attn: Peter Lee

Gentlemen:

1. Subscription.

1.1 Offering. The undersigned understands that Golden River Resources Corporation (the "Company") is offering to sell to investors shares (the "Shares") of its Common Stock, US\$.001 par value ("Common Stock") at US\$0.10 per share.

1.2 Manner of Subscription. The undersigned (the "Subscriber") hereby subscribes for and agrees to purchase 85,000,000 Shares of Common Stock for a purchase price of US\$0.10 per share or an aggregate purchase price of US\$8,500,000 on the terms and conditions described herein. The minimum subscription is for 100,000 Shares unless the Company agrees to accept a lesser subscription. The undersigned hereby tenders to the Company a check made payable to the order of "Golden River Resources Corporation" in the amount indicated above and two executed copies of this Subscription Agreement.

1.3 Offering Period. The undersigned agrees that this subscription is, and shall be, irrevocable, but his or her obligations hereunder will terminate if this subscription is not accepted by the Company by March 31, 2010 or such later date as may be designated by the Company, but not later than June 30, 2010 (the "Outside Date). The Company reserves the right, in its sole discretion, to accept or reject this subscription, in whole or in part, for any reason, at anytime through the Outside Date, as such date may be extended by the Company in its sole discretion.

1.4 Closing. The undersigned acknowledges and agrees that the closing of this Offering is conditioned upon the receipt and acceptance by the Company of subscriptions for a minimum of 500,000 shares ("Minimum Subscription") prior to the Outside Date and will be closed in several tranches between the date of this subscription agreement and March 31, 2010.

The undersigned acknowledges and agrees that the subscriber funds will be retained by the Company and utilized to make an investment in Acadian Mining Corporation and for working capital if the subscription is accepted prior to the Outside Date, and shall be promptly refunded to the Subscriber if not so accepted prior to the Outside Date. The Company shall promptly notify the Subscriber of the acceptance of his or her subscription and/or termination of the Offering. If this subscription is rejected, the subscription payment will be promptly returned to the undersigned without interest or deduction and this Subscription Agreement shall have no force or effect.

2. Representations, Warranties and Covenants of the Subscriber.

2.1 Representations and Warranties; Risk Factors. The Subscriber, by signing this Subscription Agreement, represents and warrants to the Company that the Subscriber:

(a) All Common Stock purchased by him are being acquired by him for his own account (or for accounts for which he has sole investment discretion) for investment, without any intention of selling, further distributing, or otherwise disposing of the Common Stock.

(b) None of the Common Stock is registered under the United States Securities Act of 1933, as amended (the "1933 Act") or any state securities laws. The Subscriber understands that the offering and sale of the Common Stock is intended to be exempt from registration under the 1933 Act by virtue of Section 4(2) and/or Section 4(6) thereof and/ or the provisions of Regulation D promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Subscriber contained in this Subscription Agreement.

(c) The Subscriber is not an underwriter, dealer, distributor or other person who is participating, pursuant to a contractual agreement, in the distribution of the Common Stock offered or sold in reliance on Regulation D.

(d) The Subscriber must bear the substantial economic risks of the investment in the Common Stock indefinitely because none of the Common Stock may be sold, hypothecated or otherwise disposed of unless subsequently registered under the 1933 Act and applicable state securities laws or an exemption from such registration is available (including under Regulation S). Legends shall be placed on the certificates, representing the Common Stock to the effect that they have not been registered under the 1933 Act or applicable state securities laws and appropriate notations thereof will be made in the Company's stock books.

(e) Neither the Securities and Exchange Commission nor any state securities commission has approved the Common Stock.

(f) In evaluating the suitability of an investment in the Company, the Subscriber has not relied upon any representation or other information (oral or written) other than as stated in the Form 10-K for the year ended June 20, 2008, the Form 10-Q for the quarter ended March 31, 2009, in public announcements, filings with the SEC by the Company or as contained in documents or answers to questions so furnished to the Subscriber by the Company.

(g) The Subscriber is aware that an investment in the Common Stock involves a high degree of risk, and has carefully read and considered the matters set forth in the Form 10-K for the year ended June 30, 2008, the Form 10-Q for the quarter ended March 31, 2009, in public announcements, filings with the SEC by the Company that has been provided to Subscriber.

(h) The Subscriber acknowledges that estimates or projections included in the Form 10-K for the year ended June 30, 2008 and the Form 10-Q

for the quarter ended March 31, 2009, in public announcements, filings with the SEC by the Company, that have been provided to Subscriber, if any, were prepared by the Company in good faith but that the attainment of such projections and estimates cannot be guaranteed by the Company.

(i) No oral or written representations have been made, or oral or written information furnished, to the Subscriber in connection with this offering which are in any way inconsistent with the information contained in the Form 10-K for the year ended June 30, 2008 and the Form 10-Q for the quarter ended March 31, 2009, or in public announcements, filings with the SEC by the Company, that have been provided to Subscriber.

(j) The Subscriber may not directly or indirectly, sell, assign, transfer, pledge, give, subject to lien or security interest or otherwise dispose of or encumber, or participate in the underwriting of any such distribution or transfer of (collectively "Transfer") any Common Stock in violation of this Subscription Agreement. Subscriber further covenants, warrants and represents to the Company that (i) it will not act in any way that would constitute it to be an underwriter of such Common Stock within the meaning of the 1933 Act, and (ii) during the one year period following the Closing, neither the Subscriber nor any of his or her affiliates will, directly or indirectly, hold or maintain any short position in or engage in hedging transactions with respect to the Common Stock or any other securities of the Company.

(k) No actual or purported Transfer of Common Stock or any interest therein, whether voluntary or involuntary, not in accordance with the provisions of this Subscription Agreement and or applicable law shall be valid or effective to grant to the purported transferee of such Common Stock or interest therein any right, including without limitation the right to cause the registration of such Common Stock on the books of the Company in the transferees's name or on its behalf, to receive dividends, to receive any distributions upon the dissolution, liquidation or winding up of the affairs of the Company or to vote any shares of capital stock, title or interest in or to such Common Stock, and the transferor of such Common Stock, until such Transfer or purported Transfer shall be rescinded, shall not be entitled to, and hereby specifically waives, all such right, title and interest in and to such Common Stock from the date of such Transfer or purported Transfer.

(l) The Subscriber will, prior to any attempted Transfer of Common Stock, give written notice to the Company expressing its desire to effect such transfer and describing in detail the proposed transfer. Upon receiving such notice, Company shall present copies thereof to counsel for the Company to evaluate said Transfer pursuant to the 1933 Act and the Securities Exchange Act of 1934, as then in force, or any similar statute, and applicable state securities law.

(m) The Subscriber does not presently have any reason to anticipate any change in his circumstances or any other particular occasion or event which would cause it to sell any of the Common Stock.

(n) The Subscriber is fully aware that in agreeing to sell and issue such Common Stock to it and in entering this Subscription Agreement, the Company is relying upon the truth and accuracy of the representations and warranties of the Subscriber made herein.

(o) The Subscriber is experienced in investing in junior exploration mining companies. The Subscriber has been granted the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of this offering, the Company, and the Form 10-K for the year ended June 30, 2008 and the Form 10-Q for the quarter ended March 31, 2009, in public announcements, filings with the SEC by the Company, that have been provided to Subscriber and to obtain such additional information as it deems necessary to verify the accuracy of the information contained in the offering materials or which otherwise may be desired to make an informed investment decision.

3. Disclosure.

This offering is limited to accredited investors in reliance upon exemptions contained in the 1933 Act and Regulation D thereunder and applicable state securities laws. Accordingly, the Company is offering the Common Stock utilizing this Subscription Agreement rather than a formal private offering memorandum. The undersigned understands that this Subscription Agreement and the Form 10-K for the year ended June 30, 2008 and the Form 10-Q for the quarter ended March 31, 2009, in public announcements and filings with the SEC by the Company that have been provided to Subscriber contains less information that would be included in a private offering memorandum. In making an investment decision Subscribers must rely on their own examination of the Company and the terms of the Offering, including the risks involved.

4. Risk Factors.

The undersigned acknowledges and agrees that he or she has been advised by the Company that an investment in the Company involves a high degree of risk, including the risk that the Subscriber may lose his or her entire investment in the Company. Without limiting the generality of the foregoing, the undersigned acknowledges that he or she has been apprised of the risks factors set out in the Form 10-K for the year ended June 30, 2008 and the Form 10-Q for the quarter ended March 31, 2009, in public announcements, filings with the SEC by the Company that has been provided to Subscriber.

5. Indemnification and Hold Harmless.

If the Subscriber breaches any of the agreements, representations or warranties which the Subscriber has made in his or her Subscription Agreement, the Subscriber shall indemnify and hold harmless the Company (and their respective employees, agents, and affiliates) against any claim, liability, loss, damage or expense (including attorneys' fees and other costs of investigating and litigating claims) caused, directly or indirectly, by the Subscriber's breach.

6. Confidentiality.

This Subscription Agreement and the Summary Term Sheet is personal to each Offeree and does not constitute any offer to any other person. Each prospective purchaser, by accepting delivery of this Subscription Agreement, agrees not to disclose to anyone, other than his or her professional advisors, the contents of the Subscription Agreement, to make no copies of this Subscription Agreement and if the offeree does not

purchase any shares, to return this Subscription Agreement to the Company at the above address.

7. Miscellaneous.

7.1 Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within Delaware.

7.2 Entire Agreement; Waiver. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understanding between them. This Agreement may not be modified in any manner unless in writing and signed by the party against whom enforcement thereof is sought. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

7.3 Binding Effect. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns; provided that, this Agreement may not be assigned by Subscriber without the Company's prior written consent.

7.4 No Third Party Beneficiaries. The provisions of this Agreement and of any other agreement between the Company and Subscriber are solely for the benefit of the Company and Subscriber and may be changed, terminated or revoked in any manner at any time by mutual agreement between the Company and Subscriber without notice or liability to any other person.

7.5 Further Assurances. Each of the parties hereto agrees to execute, acknowledge, deliver, file, record and publish such further certificates, instruments, agreements and other documents and to take all such further action as may be required by law or be necessary or appropriate in order to carry out the provisions of this Agreement.

7.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

7.7 Section Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Subscription Agreement.

EXECUTION PAGE

IN WITNESS HEREOF, the Subscriber has executed this Subscription Agreement.

SUBSCRIBER:

Name (Print) **NORTHERN CAPITAL RESOURCES CORPORATION**

First

Middle

Last

Address of **PO Box 6315**

Residence **St Kilda Road Central**

Melbourne

Vic

Australia 8008

Street or P.O. Box Number

City

State

Zip

Social Security Number or Tax Identification Number: _____

1. No. of shares Subscribed for: 85,000,000 ;
2. Total Payment obligation: US\$0.10 per share, payable upon subscription.
3. Checks delivered herewith: **US\$8,500,000**

Date September 3, 2009

Signature s/s JI Gutnick

Name JOSEPH ISAAC GUTNICK

ACKNOWLEDGED AND AGREED:

GOLDEN RIVER RESOURCES CORPORATION

By PETER JAMES LEE

Be sure to include:

- (1) Your check for your subscription;
- (2) Two signed copies of this Subscription Agreement