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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): October 2, 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:

/s/ Peter Lee

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

Peter Lee  
Secretary

Dated: January 2, 2013

restriction, order, judgment, decree, encumbrance or right or privilege affecting or capable of affecting the title or right of ownership or ability to transfer or convey any property or asset;

"**Parties**" means, collectively, the parties to this Agreement and "**Party**" means any of them;

"**Purchase Price**" has the meaning ascribed thereto in Section 2.1;

"**Purchased Shares**" means 10,783,145 common shares of the Company to be purchased and sold hereunder;

"**Purchaser**" means Nelson Fernandez;

"**Subsidiaries**" means Annapolis Properties Corp., 6179053 Canada Inc. and 6927629 Canada Corp.;

"**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;

"**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;

"**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

"**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.

Each of this Agreement and all other agreements and documents required to be delivered by the Vendor hereunder constitute, or on delivery will constitute, a legal, valid and binding obligation of the Vendor 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.

**3.5 Insolvency.** The Vendor 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.

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

#### **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.**

The Purchaser has all necessary right, power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder.

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

**ARTICLE 7**  
**CONDITIONS PRECEDENT FOR PURCHASER**

All obligations of the Purchaser under this Agreement are subject to the fulfilment, prior to or at the Time of Closing, of each of the following conditions:

7.1 The Vendor shall have transferred all of the Purchased Shares to the Purchaser and such shares shall be registered on the books of the Company in the name of the Purchaser or as the Purchaser may direct in writing at the Time of Closing.

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

7.3 The Vendor shall have fulfilled and/or complied with all of the obligations, covenants and agreements herein contained to be performed or caused to be performed by it.

7.4 The conditions contained in this Article 7 are inserted for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser at any time. The Vendor acknowledges that the waiver by the Purchaser 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 Vendor herein that corresponds or is related to such condition or such part of such condition, as the case may be.

**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

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Melbourne Victoria 8008  
Australia

By courier  
Level 8, 580 St Kilda Road  
Melbourne Victoria 3004  
Australia

Telecopier: 011 613 8532 2805

(b) in the case of the Purchaser, to it at:

Mr Nelson Fernandez,  
9 LGD Belair Apartments  
Lorong Basong  
Bukit Damansara,  
50490 Kuala Lumpur  
Malaysia

Email: nelsonf59@gmail.com

Notice transmitted by facsimile or delivered personally shall be deemed received on the day of transmission or personal delivery, as the case may be. Any party may from time to time notify the others in the manner provided herein of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes hereof.

**10.6 Assignment.** This Agreement may not be assigned by the Vendor without the prior written consent of the Purchaser which consent will not be unreasonably withheld. This Agreement may not be assigned by the Purchaser without the prior written consent of the Vendor which consent will not be unreasonably withheld.

**10.7 Execution by Facsimile in Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts or duplicates and by facsimile each of which when so executed and delivered shall be an original, but all such counterparts or duplicates shall together constitute one and the same instrument.

**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