

# GOLDEN STAR RESOURCES LTD.

## **FORM 8-K** (Current report filing)

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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): April 2, 2008

**GOLDEN STAR RESOURCES LTD.**

(Exact name of registrant as specified in its charter)

**CANADA**  
(State or other jurisdiction of  
incorporation or organization)

**1-12284**  
(Commission  
File Number)

**98-0101955**  
(I.R.S. Employer  
Identification Number)

**10901 West Toller Drive  
Suite 300 Littleton, Colorado**  
(Address of principal executive offices)

**80127-6312**  
(Zip Code)

Registrant's telephone number, including area code: **(303) 830-9000**

**No Change**  
(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 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers**

(c) Effective April 2, 2008, Douglass Scott Barr, age 58, was appointed Executive Vice President and Chief Operating Officer of Golden Star Resources Ltd. (the "Company"). Mr. Barr has over 30 years of international business experience in the natural resources industries. Prior to joining the Company, Mr. Barr was employed for 13 years by Newmont Mining Corporation where he served in a number of key roles including, most recently, as Vice President, Technical, Strategy and Development from August 2004 through March 2008, in which he was involved in the corporation's mergers & acquisitions process, exploration business development, operational planning and reviews, and served as senior corporate consultant on capital projects and technical services, and as Vice President, Chief Technical Officer from January 2001 to August 2004, in which he was responsible for operations review and planning and project development in all mining and processing related areas on a global basis. Mr. Barr led or participated in projects and operations in Indonesia, South America, Australia, Uzbekistan, Ghana and North America. Prior to joining Newmont Mining Corporation, Mr. Barr worked at other mining companies in a number of executive, managerial, and engineering roles, and has 16 years of experience in refractory gold operations in Nevada, as well as development and operations experience in base metals and non-metallics.

The Company, through its wholly owned subsidiary, Golden Star Management Services Company, entered into an employment agreement (the "Agreement") with Mr. Barr as of April 2, 2008. The Agreement provides for employment for one-year terms with automatic renewal for successive one-year periods and an annual base salary of US\$350,000, as may be increased from time to time during the term of the Agreement. Mr. Barr is entitled to participate in the Company's Second Amended and Restated 1997 Stock Option Plan (the "Option Plan"), the Executive Management Performance Bonus Plan, and in benefit and deferred compensation plans generally available to executive officers of the Company from time to time.

Pursuant to the Agreement, Mr. Barr shall receive a starting bonus of US\$50,000. On April 2, 2008, Mr. Barr was granted 250,000 options under the Option Plan, of which 25% are vested and the remaining 75% will vest in three equal installments of 25% on the anniversary dates of the grant during the next three years of employment. The options are exercisable at Cdn\$3.38 per share (US\$3.44), which was the closing price of the Company's common shares on the Toronto Stock Exchange on the day immediately preceding the grant date as provided by the terms of the Option Plan.

Mr. Barr is entitled to payments upon certain termination of employment events as described in the Agreement. Mr. Barr is entitled to a lump sum payment upon a termination of employment by the Company without cause or upon a termination by Mr. Barr in the event of a material breach of the Agreement by the Company, subject to limitation in certain circumstances, in the amount of Mr. Barr's accrued compensation plus an amount equal to 1.0 times the sum of (a) Mr. Barr's then current base salary, (b) the average of the target bonus for Mr. Barr for the current calendar year and the bonus paid to Mr. Barr for the previous year, (c) the amount of Company contributions to Mr. Barr's 401(k) account for the most recent plan year before the

termination date, and (d) the amount paid by the Company for welfare benefits, excluding payments for coverage under the Company's group health plan, on behalf of Mr. Barr for the most recent year. Additionally, in connection with the above termination events or upon Mr. Barr's "early retirement", the Company shall pay certain COBRA benefits to Mr. Barr, as further described in the Agreement.

Mr. Barr is also entitled to a lump sum payment in the event of a termination upon a "change in control" as defined in the Agreement, subject to limitation in certain circumstances, in the amount of his accrued compensation plus an amount equal to (i) two times the sum of (a) Mr. Barr's base salary for the calendar year in which the termination became effective, (b) the average of the target bonus for Mr. Barr for the current calendar year and the bonus paid to Mr. Barr for the previous year, (c) the amount of Company contributions to Mr. Barr's 401(k) account for the most recent plan year before the termination date, and (d) the amount paid by the Company for welfare benefits on behalf of Mr. Barr for the most recent year, plus (ii) a pro rata portion of Mr. Barr's target bonus for the current calendar year, and plus (iii) an amount equal to two times the product of (a) the number of months from the date when Mr. Barr's maximum COBRA coverage period will end until the month following the month in which Mr. Barr attains age sixty-five and (b) the monthly premium for the specified insurance coverage for Mr. Barr.

The foregoing summary of the material terms of the Agreement is by its nature incomplete. For further information regarding the terms and conditions of the Agreement, please refer to the Agreement which is attached as Exhibit 10.1 hereto and is incorporated by reference herein.

#### **Item 9.01. Financial Statements and Exhibits**

##### **(d) Exhibits**

The following exhibit is filed as part of this report:

<b><u>EXHIBIT NO.</u></b>	<b><u>DESCRIPTION</u></b>
10.1	Employment Agreement by and between Golden Star Management Services Company and D. Scott Barr, dated as of April 2, 2008.

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**SIGNATURE**

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.

Date: April 4, 2008

**Golden Star Resources Ltd.**

By: /s/ Roger Palmer

Roger Palmer

Interim Chief Financial Officer and Vice President  
Finance

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## EXHIBIT INDEX

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.1	Employment Agreement by and between Golden Star Management Services Company and D. Scott Barr, dated as of April 2, 2008.

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT**, made as of the 2<sup>nd</sup> day of April, 2008 or such earlier date that the parties agree (the “Effective Date”) (the “Agreement”) by and between **GOLDEN STAR MANAGEMENT SERVICES COMPANY** or its nominee (the “Company”) and **MR. DOUGLASS “SCOTT” BARR** (the “Employee”).

**WHEREAS** the Company wishes to have the benefit of the Employee’s services; and

**WHEREAS** the Employee wishes to be so employed.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, **THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Employment.**

(a) The Company shall employ the Employee, and the Employee shall serve in the employ of the Company and render exclusive and full-time services to the Company on the terms and conditions set forth in this Agreement. Employee acknowledges and agrees that the Company, in its sole discretion, may second the Employee to the Company’s parent corporation, Golden Star Resources Ltd., a Canadian corporation (“Golden Star”), or to any other affiliate of Golden Star with or without a written secondment agreement, for all or any part of the term of this Agreement. In the event of such secondment, the Employee will operate as a seconded employee of the seconding affiliate.

(b) The Employee shall serve as Executive Vice President and Chief Operating Officer of Golden Star and shall perform duties subject to the overall policies and directions of Golden Star’s President and Chief Executive Officer.

(c) The Employee shall not serve as a director, general partner or manager of any other entity without the prior written consent of each of the Board of Directors of the Company and Golden Star.

(d) The Employee’s principal place of business with respect to his services to the Company shall be the Company’s offices in Littleton, Colorado or any successor office.

(e) The Employee acknowledges that he will be required to travel extensively and perform his duties in other locations and the Employee shall undertake such amount of travel away from his principal place of employment as may reasonably be necessary to carry out his duties and responsibilities hereunder.

**2. Term of Employment.** The Agreement shall become effective on the Effective Date. Unless the Employee’s employment is terminated as provided in Section 5, the term of the Employee’s employment under this Agreement (the “Term”) shall be for one (1) year from the Effective Date. The Term shall be extended automatically for successive one-year periods on each successive anniversary of the Effective Date, unless the Employee or the Company provides written notice to the other at least three (3) months prior to the anniversary of the Effective Date.

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of his or its intention not to extend the Term, in which case the Term shall end on that anniversary of the Effective Date.

If the Company notifies the Employee of its intent not to extend the Term, the Agreement and the Employee's employment shall be deemed to have been terminated without cause pursuant to Section 5(b)(ii) and the Employee shall be entitled to the payments and other benefits set forth in Section 5(b)(ii).

**3. Services.** The Employee shall devote his entire business time, best efforts, skills and attention to the Company in fulfilling his duties and responsibilities hereunder faithfully and diligently. The Employee shall assume and perform to the best of his abilities the responsibilities of Executive Vice President and Chief Operating Officer of Golden Star as well as such other responsibilities as may be assigned to him by the President and Chief Executive Officer of the Company or Golden Star and as are appropriate to the offices he holds. The Employee will engage in no other business or activity for compensation except for the management of his personal investments and any business or activity with respect to which he has received the prior written consent of each of the Board of Directors of the Company and Golden Star.

**4. Compensation and Benefits.** The Employee shall be entitled to the following benefits:

(a) The Company shall pay to the Employee, and the Employee hereby accepts, a salary (the "Base Salary") at the rate of US\$350,000 per annum. The Employee's salary may be increased from time to time during the term of the Agreement and, upon any increase; such increased salary shall then become the Base Salary. The Base Salary shall be payable in equal bi-monthly installments in arrears.

(b) The Employee shall be entitled to participate in Golden Star's Second Amended and Restated 1997 Stock Option Plan and in any successor option plan (the "Option Plan"). Subject to the approval of the Board of Directors of Golden Star and upon final appointment, the Employee shall receive a grant of 250,000 options. The value of each option shall be determined using a Black Scholes valuation and based on the value of one option on the day of grant.

(c) The Employee shall be entitled to participate in Golden Star's Executive Management Performance Bonus Plan and in any successor bonus plan. The target bonus level shall be 50% of Base Salary but this may vary between 0% and 100% depending on results and performance.

(d) The Employee shall be paid an employment starting bonus of US\$50,000 payable in the first applicable payroll after the start of employment.

(e) The Company shall reimburse the Employee for all reasonable and documented travel, entertainment and other business expenses actually and properly incurred by him in connection to his duties hereunder. The Employee shall render expense accounts requesting reimbursements of his expenses hereunder within a reasonable period of time

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following such expense and in accordance with such documentation and verification as the President and Chief Executive Officer of the Company may from time to time require.

(f) The Employee shall be entitled to participate in such of the Company's or Golden Star's benefit and deferred compensation plans as are from time to time available to executive officers of the Company or Golden Star, including medical and dental health plans, life and disability insurance plans, supplemental retirement programs and other fringe benefit plans (provided, however, that the Employee's benefits may be modified or the Employee may be denied participation in any such plan because of a condition or restriction imposed by law or regulation or third-party insurer or other provider relating to participation).

(g) The Employee shall be entitled to participate in any and all applicable group savings or retirement plans, or other fringe benefits of the Company or Golden Star as established from time to time in which executive officers are eligible to participate, provided that the Employee shall have fulfilled all eligibility requirements for such benefits.

(h) The Employee shall be entitled to five (5) weeks of paid vacation during each year of employment hereunder at such time or times as may be selected by the Employee and approved by the President and Chief Executive Officer of the Company, and as are in accordance with the Company's policies and reasonable operating requirements. The Employee shall be entitled to all public holidays observed by the Company's office to a maximum of ten (10) days per annum.

5. Termination. The Agreement and Employee's employment may be terminated in the following manner. In each case, the Company shall have no obligations to the Employee following termination pursuant to Section 5, other than as set forth in this Agreement and as provided in any benefit plans in which the Employee is a participant at the date of termination.

(a) Upon Retirement:

(i) Early retirement, upon the mutual agreement of the Employee and the Company, Employee may retire at any time on or after the date he attains age sixty-two and one-half and prior to the date when he attains age sixty-five. At the time of termination, the Employee shall be paid in a lump sum payment all accrued salary, any benefits then due and payable under any plans of the Company or Golden Star in which the Employee is a participant (in accordance with the provisions of the applicable plan), accrued vacation pay and reimbursement of any appropriate business expenses incurred by the Employee in connection with his duties hereunder, all to the effective date of termination ("Accrued Compensation"). The Company shall also pay the cost of Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA") coverage under the Company's group health plan for Employee and the members of his family who are covered under the Company's group health plan immediately prior to the termination of the Employee's employment with the Company (referred to as "Family"). Additionally, during the period beginning on the date when the Employee's maximum period of group health coverage under COBRA terminates and ending on the earliest of the date when the Employee (1) attains age 65, (2) dies, or (3) becomes eligible for group

health coverage provided by a subsequent employer, the Company shall reimburse the Employee for the cost of medical insurance for the Employee and his Family. The amount of such reimbursement shall be equal to the lesser of the actual cost of coverage for the Employee and his Family or the monthly premium for CoverColorado coverage with the “premium” coverage and the lowest available deductible for the Employee and his Family (“Premium Reimbursement”). Premium Reimbursement shall be paid within thirty (30) days of the Employee’s submission of proof of premium payment.

(ii) Normal retirement, except as provided otherwise in Section 5(a) (ii)(1), Employee’s employment shall automatically terminate upon the Employee’s sixty-fifth birthday.

(1) Upon recommendation from the President and Chief Executive Officer of Golden Star, the Board of Directors of the Company may, on or before the Employee’s sixty-fifth birthday and each subsequent birthday, approve the extension of his employment and this Agreement for one year, until his next birthday.

(2) At the time of termination, the Employee shall be paid in a lump sum payment all Accrued Compensation.

(b) By the Company:

(i) For cause, immediately upon notice in writing from the Company to the Employee. For purposes of this Agreement, “cause” shall mean: (1) unless resulting from disability as defined in Section 5(b)(iv), the Employee’s material breach of any terms of this Agreement, if such material breach has not been cured within thirty (30) days following written notice of such breach to the Employee from the Company setting forth with specificity the nature of the breach or, if cure cannot reasonably be effected within such 30-day period, if the Employee does not commence to cure the breach within such 30-day period and thereafter pursue such cure continuously and with due diligence until cure has been fully effected; (2) the Employee’s willful dishonesty towards, fraud upon, crime against, bad faith action with respect to, deliberate or attempted injury to, or gross misconduct or material noncompliance with Golden Star’s policies and procedures which is materially injurious to Golden Star; (3) the Employee’s conviction for any felony crime (whether in connection with Golden Star’s affairs or otherwise); or (4) the Employee’s failure to comply with any lawful directive of the Board of Directors of Golden Star, the failure to comply with which is stated in such directive to be grounds for termination. At the time of termination, the Company shall pay the Accrued Compensation to the Employee.

(ii) Without cause, at any time upon the giving of seven days prior written notice by the Company to the Employee or the Company’s election not to extend the Term of the Agreement pursuant to Section 2. The Company shall pay to the Employee in cash or cash equivalent acceptable to the Employee, in a lump sum at the time of termination, Accrued Compensation plus severance compensation (“Twelve Months Severance Compensation”) in an amount equal to 1.0 times the sum of (1) the

Employee's then current Base Salary, (2) the average of the target bonus for the Employee for the current year and the bonus paid to the Employee for the previous year, (3) the amount of employer contributions contributed to the Employee's account for the most recent plan year before the termination date, under Administaff Retirement Services (ARS) 401k Plan or any successor plan and (4) the amount paid by the Company for welfare benefits, excluding payments for coverage under the Company's group health plan, on behalf of the Employee for the most recent year. However, to the extent that such payment exceeds two times the lesser of (1) the sum of Employee's Base Salary and bonus under Golden Star's Executive Management Performance Plan during the year prior to the year that includes the effective date of termination, or (2) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Internal Revenue Code of 1986, as amended ("Code") (US\$230,000 in 2008) ("Separation Pay Limitation"), the amount of such payment in excess of the Separation Pay Limitation shall be withheld by the Company and paid on the six month anniversary of the Employee's termination date or, if earlier, the Employee's date of death. Additionally, the Company shall pay the cost of COBRA coverage under the Company's group health plan for the Employee and his Family and, beginning on the date when the Employee's maximum period of group health coverage under COBRA terminates, Premium Reimbursement.

(iii) Immediately and without notice upon the death of the Employee, in which case the Company shall pay the cost of COBRA coverage for the Employee's Family, provided such Family elects such continuing coverage in accordance with the requirements of the Company's group health plan. Otherwise, the Company shall have no further obligation to the Employee's estate or representatives other than to pay Accrued Compensation up to and including the end of the month in which death occurred.

(iv) At any time upon 90-day notice in writing from the Company to the Employee, if the Employee shall by reason of disability have failed to perform his duties under the Agreement. During the 90-day notice period, the Employee shall be considered a full-time employee of the Company. The Employee's disability means his incapacity due to physical or mental illness such that he is unable to perform his previously assigned duties where (1) such incapacity has been determined to exist by either (x) the Company's disability insurance carrier or (y) the concurring opinions of two licensed physicians (one selected by the Company and one by the Employee) or (2) the Employee has failed for any three consecutive months in any calendar year or for six months in the aggregate in any two successive calendar years to have performed substantially all of his duties under this Agreement by reason of physical or mental illness, as determined by the Board of Directors of Golden Star. Any such separation for disability shall be only as not prohibited by the Americans with Disabilities Act. The Company shall pay to the Employee in a lump sum at the time of termination (1) Accrued Compensation, (2) such other payments as may be then due under any disability insurance policy of the Company in accordance with the terms of such policy, and (3) payment to the Employee of an amount equal to the cost of COBRA coverage for the Employee to continue to participate in applicable benefit plans, excluding payments for coverage under

the Company's group health plan, for one year. Additionally, the Company shall pay the cost of COBRA coverage under the Company's group health plan for the Employee and his Family and, beginning on the date when the Employee's maximum period of group health coverage under COBRA terminates, Premium Reimbursement.

(c) By the Employee:

(i) for material breach of this Agreement by the Company, in which case the Employee shall have no further obligation to the Company immediately following the end of the Company's period to remedy the material breach. The Company shall make a lump sum payment to the Employee in cash or cash equivalent acceptable to the Employee at the time of termination in an amount equal to Accrued Compensation plus Twelve Months Severance Compensation, provided that the amount of such payment in excess of the Separation Pay Limitation shall be withheld by the Company and paid on the six month anniversary of the Employee's termination date or, if earlier, the Employee's date of death. Additionally, the Company shall pay the cost of COBRA coverage under the Company's group health plan for the Employee and his Family and, beginning on the date when the Employee's maximum period of group health coverage under COBRA terminates, Premium Reimbursement. For purposes of this clause, "material breach" shall include the occurrence of any of the following conditions, provided that the Employee gives the Company written notice of such condition within ninety (90) days of its occurrence, and the Company fails to remedy the condition within thirty (30) days of its receipt of notice:

- (1) the material reduction by the Company of the Employee's Base Salary or other benefits;
- (2) the non-payment of compensation and provision of benefits;
- (3) the material reduction by Golden Star of the Employee's responsibilities or title; and
- (4) the failure of a successor entity to adopt this Agreement.

(ii) voluntarily, if Sections 5(b)(i), 5(b)(ii), 5(c)(i) or 6 are not applicable, at any time upon three months' notice in writing to the Company, in which case the Company shall pay to the Employee in a lump sum at the time of termination Accrued Compensation up to and including the date of termination. The Company may waive the requirement of written notice or the notice period in whole or in part, in which case the Company shall pay to the Employee in a lump sum at the time of termination an amount equal to Accrued Compensation through the date on which termination would have occurred had the notice not been waived.

(d) Upon any termination of employment as set forth in this Section 5 or 6, the Employee shall, unless otherwise advised by the Company, do the following:

(i) immediately resign all offices held (including directorships, if any) in Golden Star (and any subsidiary or other affiliated company of Golden Star and any entity in which Employee holds office at the direction of Golden Star) and, except as provided in this Agreement, the Employee shall not be entitled to receive any additional severance payment or additional compensation for loss of office or otherwise by reason of the resignation. If the Employee fails to resign as described herein, Golden Star is irrevocably authorized to appoint any other person in his name and on his behalf to sign any documents or do any things necessary or requisite to give effect to such resignation; and

(ii) promptly return to the Company all books of account, computer files, maps, records, reports and other documents, materials and property of the Company in the possession or control of the Employee.

(e) Except as provided in this Section 5, all amounts payable in cash or cash equivalent acceptable to Employee under this Section 5 shall, within the time periods set forth in the General Release (defined below), at the option of the Company be delivered to the Employee personally or be mailed to the Employee at the address referred to in Section 10(d).

(f) Prior to, and as an express condition precedent of, payment of the Twelve Months Severance Compensation, Premium Reimbursement, or any amount in excess of the Separation Pay Limitation, as applicable, Employee shall sign, and not revoke, a complete and comprehensive release of all claims against Golden Star and all related entities and individuals in a form acceptable to Golden Star (the “General Release”).

#### 6. Change of Control.

(a) In the event of a Termination Upon a Change in Control, the Company shall immediately pay to the Employee in a lump sum payment Accrued Compensation, Change of Control Severance and Medical Severance. However, the amount of such payment in excess of the Separation Pay Limitation shall be withheld by the Company and paid on the six month anniversary of the Employee’s termination date or, if earlier, the Employee’s date of death. For the avoidance of doubt, a Termination Upon a Change of Control shall not constitute a termination under Section 5 of this Agreement, and the Employee shall not be entitled to any payment or benefits under Section 5. The Company shall have no further obligation to the Employee except as provided under this Agreement and in any benefit plans in effect at the date of termination which are applicable to Employee.

(i) “Termination Upon a Change in Control” shall mean a termination of the Employee by the Company without cause within 12 months following a Change in Control (as defined below) or a termination by the Employee for Good Reason within 12 months following a Change in Control.

(ii) “Good Reason” shall mean any of the following (without the Employee’s express written consent):

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- (1) the assignment to the Employee by the Company or Golden Star of duties inconsistent with, or a substantial alteration in the nature or status of, the Employee's responsibilities immediately prior to a Change in Control;
  - (2) a material reduction by the Company in the Employee's compensation or benefits as in effect on the date of a Change in Control;
  - (3) a relocation of the Company's headquarters to a location more than thirty (30) miles from the location of the Company's headquarters immediately prior to the date of a Change in Control;
  - (4) any material breach by the Company of any provision of this Agreement, if such material breach has not been cured within thirty (30) days following written notice of such breach by the Employee to the Company setting forth with specificity the nature of the breach; or
  - (5) any failure by the Company to obtain the assumption and performance of this Agreement by any successor (by merger, consolidation or otherwise) or assign of the Company,

provided that the Employee gives the Company written notice of such condition within ninety (90) days of its occurrence, and the Company fails to remedy the condition within thirty (30) days of its receipt of notice.

(iii) A "Change in Control" shall be deemed to have occurred if (1) any "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934), other than a trustee or other fiduciary holding securities under an employee benefit plan of Golden Star, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of more than thirty percent (30%) of the then outstanding voting stock of Golden Star; or (2) persons who are Incumbent Directors cease to constitute a majority of the Board of Directors of Golden Star; or (3) the shareholders of Golden Star approve a merger, consolidation or amalgamation of the Company with any other corporation, other than a merger, consolidation or amalgamation which would result in the voting securities of Golden Star outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the combined voting power of the voting securities of Golden Star or such surviving entity outstanding immediately after such merger, consolidation or amalgamation, or (4) the shareholders approve a plan of complete liquidation of Golden Star or the sale or disposition by Golden Star of all or substantially all of Golden Star's assets in one or a series of related transactions.

(iv) "Incumbent Director" means any person who serves on the Board of Directors of Golden Star as of the date of this Agreement and any person who is added to the Board of Golden Star thereafter with the approval of a majority of the persons who are then Incumbent Directors.

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(v) “Change of Control Severance” means an amount equal to (a) two times the sum of (1) the Employee’s Base Salary for the calendar year in which the termination became effective, (2) the average of the target bonus for the Employee for the current calendar year and the bonus paid to the Employee for the previous year, (3) the amount of employer contributions contributed to the Employee’s account for the most recent plan year before the termination date, under Administaff Retirement Services (ARS) 401k Plan or any successor plan, and (4) the amount paid by the Company for welfare benefits on behalf of the Employee for the most recent year, plus (b) a portion of the target bonus for the Employee for the current calendar year which is pro rata to the portion of such year prior to the Employee’s Change of Control Termination.

(vi) “Medical Severance” means an amount equal to two times the product of (1) the number of months from the date when the Employee’s maximum COBRA coverage period will end until the month following the month in which he attains age sixty-five, and (2) the monthly premium for “premium” CoverColorado coverage with the lowest available deductible, as of the date of the Change of Control, that would apply to the Employee if he was sixty-four years and eleven months old as of the date of the Change of Control.

(b) In the event of a Termination Upon a Change of Control, the Company shall, at its sole expense, provide the Employee with outplacement services, the scope and provider of which shall be selected by the Employee in his sole discretion and the cost of which shall not exceed an amount equal to 10% of the Employee’s then current Base Salary. Such outplacement service expenses must be incurred by the Employee on or before the last day of the second taxable year following the year in which the Employee’s employment was terminated, and reimbursement payments to the Employee must be made on or before the last day of the third taxable year following the year in which the Employee’s employment was terminated.

(c) Prior to, and as an express condition precedent of, payment of the Change of Control Severance, the Medical Severance, any outplacement services, or any amount in excess of the Separation Pay Limitation, as applicable, Employee shall sign, and not revoke, the General Release.

7. Acceleration and Vesting of Stock Options. All of the stock options granted to the Employee under the Option Plan shall become immediately exercisable and vested and shall remain exercisable for a period of 24 months from the date of termination of the Employee (a) upon a Change of Control, (b) if after the first anniversary of the Effective Date, the Board of Directors of Golden Star shall fail at any given time to elect the Employee as a Vice President of Golden Star or to an executive position possessing comparable duties and responsibilities, (c) should the Company terminate the Agreement or the employment of the Employee without cause, (d) should the employment of the Employee be terminated upon his early retirement under Section 5(a)(i) or (e) should the Employee terminate his employment due to a material breach of this Agreement by the Company under Section 5(c)(i). Notwithstanding any of the foregoing, under no circumstances shall an option remain exercisable for more than 10 years after the date it was granted.

**8. Confidentiality and Restrictive Covenant.** The Employee acknowledges that as a condition of his employment he is required to maintain the confidentiality of the Company's confidential and proprietary information and, accordingly, acknowledges that he is a party to and continues to be bound by the Confidentiality and Restrictive Covenant Agreement dated as of February 2, 2007, between the Company and the Employee (the "Confidentiality Agreement").

**9. Company Policies.** The Employee agrees to comply with the written policies of Golden Star, including the Code of Ethics for Directors, Senior Executive and Financial Officers and other Executive Officers and the Business Conduct and Ethics Policy (including the Insider Trading Policy). The Company shall promptly notify the Employee of any modifications to its policies.

**10. Miscellaneous.**

(a) The failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions, and the waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

(b) Should a court or other body of competent jurisdiction determine that any provision of this Agreement is invalid or unenforceable; such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and all other provisions of the Agreement shall be deemed valid and enforceable to the extent possible.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to principles of conflict of laws, and each of the parties submits to the non-exclusive jurisdiction of the courts of the State of Colorado.

(d) Any and all notices referred to herein shall be in writing and may be delivered by mail, by facsimile transmission or by hand. Notice shall be deemed given five days after mailing, if mailed in the United States by registered mail, on the date of actual receipt if given by facsimile transmission, or on the date of delivery, if delivered by hand.

Address for mailing, telecopy or delivery by hand shall be as follows:

- To the Employee:

Douglass "Scott" Barr  
6073 South Eagle Street  
Centennial, CO 80016  
Fax: [ ]  
**e-mail:** dscottbarr@gmail.com

- To the Company:

Golden Star Management Services Company  
10901 W. Toller Drive, Suite 300  
Littleton CO 80127  
UNITED STATES  
Attention: President and CEO  
Fax: +1-303-830-9094

or such other address as either party may from time to time designate in writing.

(e) It is the intention of the parties that this Agreement comply with and be administered in accordance with Section 409A of the Code and the interpretive guidance thereunder, including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions. The Agreement shall be construed and interpreted in accordance with such intent. To the extent such potential payments or benefits could become subject to such Section, the parties shall cooperate to amend this Agreement with the goal of giving the Employee the economic benefits described herein in a manner that does not result in the imposition of additional tax under Section 409A of the Code. Notwithstanding any provision to the contrary,

(i) to the extent the Employee is considered a specified employee under Section 409A of the Code and would be entitled to a payment during the six month period beginning on the Employee's date of the termination that is not otherwise excluded under Section 409A of the Code under the exceptions for short-term deferrals, separation pay arrangements, reimbursements, in-kind distributions, or an otherwise applicable exemption, the payment will not be made to the Employee until the earlier of the six month anniversary of the Employee's date of termination or the Employee's death; and

(ii) if on the date of termination of the Employee's employment with the Company, Employee would not have a separation from service within the meaning of Section 409A of the Code and the Treasury Regulations thereunder ("Separation From Service") and, as a result of such termination of employment, would receive any payment that, absent the application of this Section 10(e) (ii), would be subject to additional tax imposed pursuant to Section 409A of the Code, then such payment shall instead be payable on the date that is the earliest of (1) Employee's Separation From Service, (2) the date the Employee becomes disabled (within the meaning of Section 409A(a)(2)(C) of the Code), (3) the Employee's death, or (4) such other date as will not result in such payment being subject to such additional tax.

(f) The parties hereby agree that any dispute or controversy arising out of or relating to this Agreement, the Employee's employment with the Company, or the termination or cancellation of that employment or this Agreement, including without limitation any claim by the Employee under any federal, state or local law or statute regarding discrimination in employment, except as may be required to seek injunctive action under the Confidentiality

Agreement, shall be settled by arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association from time to time in force. The hearing on any such arbitration shall be held in Denver, Colorado. If such Commercial Arbitration Rules and practices shall conflict with the Colorado Rules of Civil Procedure or any other provisions of Colorado law then in force, such Colorado rules and provisions shall govern. This submission and agreement to arbitration shall be specifically enforceable.

Within thirty (30) days after the receipt by one party of a written notice to arbitrate delivered by the other party, the parties shall mutually select the arbitrator. If the parties cannot agree on such arbitrator, the selection of the arbitrator shall be made in accordance with the procedures of the American Arbitration Association.

Awards shall be final and binding on all parties to the extent and in the manner provided by Colorado law. Each award shall expressly entitle the prevailing party to recover such party's attorneys' fees and costs, and the award shall specifically allocate such fees and costs between the parties. All awards may be filed by any party with the Clerk of the District Court in the City and County of Denver, Colorado, and an appropriate judgment entered thereon and execution issued therefore. At the election of any party, said award may also be filed, and judgment entered thereon and execution issued therefore, with the clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such an award is rendered or its property.

(g) This Agreement is personal to the Employee and without the prior written consent of the Company shall not be assignable by the Employee, provided that a deceased Employee's right to payment hereunder may be assigned by will or the laws of descent and distribution.

This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets that assumes and agrees to perform this Agreement by operation of law, or otherwise.

(h) This Agreement supersedes any and all prior written and oral employment agreements between the Company and the Employee and, together with the Confidentiality Agreement, represents the entire agreement between the parties and may be amended, modified, superseded, or cancelled, and any of the terms hereof may be waived, only by a written instrument executed by each party hereto or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provisions hereof shall not affect the right at a later time to enforce the same.

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(i) This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

(j) All compensation and benefits to the Employee hereunder shall be reduced by all federal, state, local and other withholdings and similar taxes and payments required by applicable law.

**SIGNING PAGE FOLLOWS**

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**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year appearing on page one of this Agreement.

**GOLDEN STAR MANAGEMENT SERVICES COMPANY**

By: /s/ Tom Mair  
Name: Thomas G. Mair  
Title: President and CEO

/s/ Ted Strickler  
Witness

By: /s/ D. Scott Barr  
Douglass "Scott" Barr

/s/ Gail Barr  
Witness

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## **CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT**

**THIS CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT**, made as of the 2nd day of April, 2008 (the “Effective Date”) (the “Agreement”) by and between **GOLDEN STAR MANAGEMENT SERVICES COMPANY** and **Mr. Douglas “Scott” Barr** (the “Employee”).

**WHEREAS** Golden Star Management Services Company and the Employee are parties to an employment agreement dated as of the 2<sup>nd</sup> day of April, 2008 (the “Employment Date”).

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, **THE PARTIES HERETO AGREE AS FOLLOWS:**

In connection with your employment with Golden Star Management Services Company and its affiliates (collectively the “Company”), you have access to financial, operating, technical and other information concerning the Company and its mining assets and specifically, but not limited to, the properties of the Company, or access to confidential records of the Company containing such information, some of which has not previously been made available to the public at large prior to the date hereof (“Confidential Information”).

You understand that Confidential Information received by you in the course of your employment with the Company is considered by the Company to be confidential in nature and you will treat it as such. In consideration for being employed by the Company as aforesaid, you agree to the covenants that follow and you will not, without the express written consent of the Company, use Confidential Information for any purpose other than to provide the employment services for which you were hired.

The term “person” as used herein shall be interpreted very broadly and shall include without limitation any corporation, company, partnership or individual.

You agree that you will not, either during the term of your employment with the Company, or at any time thereafter, disclose or reveal in any manner whatsoever, the Confidential Information to any other person, except as required to carry out the terms of your employment, nor shall you make any use thereof, directly or indirectly, for any purpose other than the purposes of the Company, and you shall not disclose or use for any purposes, other than those of the Company, the Confidential Information.

You are hereby advised that there are restrictions on the purchase of securities imposed by applicable Canadian and United States securities laws and other domestic and foreign laws relating to the possession of material information about a public company that has not previously been made available to the public at large.

In the event that your employment with the Company is terminated for any reason whatsoever, you agree that you shall return to the Company promptly any documents, photographs, magnetic tapes and other property containing Confidential Information which were received by you pursuant hereto without retaining copies thereof.

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The provisions of this Agreement relating to Confidential Information will not apply to any part of such Confidential Information which you can clearly demonstrate to the reasonable satisfaction of the Company is now or subsequently becomes part of the public domain through no violation of this Agreement, or was in your lawful possession prior to its disclosure to you by the Company.

You shall not, without the Company's prior written approval, at any time during the period of your employment and within two (2) years following the termination of your employment with the Company, (a) either individually or with any other person, whether as principal, agent, shareholder, officer, advisor, manager, employee or otherwise, (i) solicit, recruit or employ any person who is a full time employee of the Company or (ii) make use of, disseminate or disclose any of the Confidential Information; or (b) individually or through any entity controlled by you, acquire, lease or otherwise obtain or control any beneficial, direct or indirect interest in mineral rights or other rights or lands within twenty five (25) kilometers of any mineral property in which the Company holds, contemplates acquiring or is negotiating to acquire an interest at the time of termination.

If, notwithstanding the prohibition set forth in the preceding paragraph, you acquire, lease or otherwise obtain or control any interest, directly or indirectly, in breach of the preceding paragraph, you shall notify the Company of such acquisition within the thirty (30) days immediately following the date of such acquisition and you agree, upon demand by the Company, to convey or cause to be conveyed such interest to the Company as soon as practicable thereafter, in consideration of the payment by the Company to you of the sum of US\$1.00.

In the event of a breach of any of the covenants contained in this Agreement, it is understood that damages will be difficult to ascertain, and the Company may petition a court of law or equity for injunctive relief in addition to any other relief which the Company may have under the law or under this Agreement.

It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other right, power or privilege hereunder.

Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties as though the provision or provisions had never been included.

Your obligations under this Agreement shall bind your heirs, executors and legal representatives, and the rights of the Company under this Agreement shall inure to the benefit of its successors and assigns.

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. You agree to submit to the venue and personal jurisdiction of the Colorado state and federal courts concerning any dispute arising from or relating to this Agreement; however the Company is not limited in seeking relief in those courts.

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**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year appearing on page one of this Agreement.

**GOLDEN STAR MANAGEMENT SERVICES COMPANY**

By: /s/ Tom Mair  
Name: Thomas G. Mair  
Title: President and CEO

/s/ D. Scott Barr  
Douglass "Scott" Barr

/s/ Ted Strickler  
Witness

/s/ Gail Barr  
Witness