

DATA ACQUISITION AGREEMENT

THIS AGREEMENT is dated September 21, 2004

BETWEEN

GOLDEN STAR RESOURCES LTD. of 10901 W. Toller Drive, Suite 300, Littleton, Colorado 80127-6312 ("**Golden Star**")

AND

GUYANOR RESSOURCES S.A. of 9 Lotissement Mont Joyeux, BP 750, 97337 Cayenne Cedex, French Guiana ("**GRL**")

WHEREAS:

- A. GRL holds exploration data with respect to certain properties in French Guiana; and
- B. This Agreement sets out the basis on which Golden Star will purchase that exploration data from GRL.

In consideration of the following mutual promises, THE PARTIES AGREE AS FOLLOWS:

1. Interpretation

1.1. In this Agreement the following terms have the following meanings:

"Acquired Data" means all of GRL's regional exploration data for French Guiana (excluding all exploration and similar data related to the Yaou and Dorlin properties);

"Claims" means all claims, demands, legal proceedings, criminal, civil or administrative prosecutions or investigations, damages, costs and expenses, including legal fees and expenses on a solicitor and own client basis;

"Closing" means the execution, delivery and completion of this Agreement;

"Closing Time" means 11:00 a.m. (Vancouver time) on the Closing Date or such other time as the Parties may agree;

"Closing Date" means September 8, 2004 or such other date as the Parties may agree;

"Indemnified Parties" means GRL, SOTRAPMAG and their respective directors, officers and employees as at the date of this Agreement;

"Loan Amendment Agreement" means the loan amendment agreement between Golden Star and GRL dated the same date as this Agreement;

"Parties" means the parties to this Agreement and "Party" means any one of them; and

“**SOTRAPMAG**” means Société de Travaux Publics et de Mines Aurifères en Guyane S.A.R.L., a wholly owned subsidiary of Golden Star.

1.2. In this Agreement:

- (a) *Gender, Number and Other Terms:* In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders, “or” is not exclusive and “including” is not limiting, whether or not non-limiting language (such as “without limitation”) is used with reference to it.
- (b) *Headings and Table of Contents:* The inclusion of headings and a table of contents in this Agreement is for convenience only and will not affect the construction or interpretation of this Agreement.
- (c) *References to Whole Agreement:* Unless otherwise stated a reference in this Agreement to a designated section, subsection, paragraph or other subdivision or to a Schedule is to the designated section, subsection, paragraph or other subdivision of, or Schedule to, this Agreement.
- (d) *Statutes:* Unless otherwise stated, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant to it, with all amendments to them and in force from time to time, and to any statute or regulations that may be passed which supplement or supersede such statute or such regulations.
- (e) *Currency:* Except where otherwise expressly provided, all monetary amounts in this Agreement are stated and will be paid in currency of the United States of America.
- (f) *No Strict Construction:* The language in all parts of this Agreement will in all cases be construed as a whole and neither strictly for nor strictly against any of the Parties to this Agreement.
- (g) *Consent:* Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required will be conclusively deemed to have withheld its approval or consent.
- (h) *Agreed Form:* In this Agreement, the phrase “in the agreed form” means in the form agreed by the Parties or their counsel prior to execution of this Agreement and initialled by the Parties.

2. Purchase of Acquired Data

- 2.1. Golden Star agrees to purchase, and GRL agrees to sell, the Acquired Data for a price of \$6,000,000.

2.2. At the Closing:

- (a) Golden Star will purchase and GRL will sell the Acquired Data without the necessity of any additional instrument of transfer;
- (b) GRL shall issue such instructions as are necessary to have the Acquired Data come under the possession, direction or control of Golden Star; and
- (c) Golden Star will pay the \$6,000,000 purchase price to GRL by reducing the debt owed by GRL under the Loan Amendment Agreement from \$16,000,000 to \$10,000,000.

3. As Is, Where Is Purchase

- 3.1. Golden Star is purchasing the Acquired Data on an “as is, where is” basis and at the sole risk of Golden Star.
- 3.2. Golden Star and GRL agree that:
 - (a) GRL has made no representation or warranty as to the completeness, accuracy, confidentiality, collection, storage or use of the Acquired Data nor any other representation or warranty of any kind in relation to the Acquired Data; and
 - (b) any implied or statutory representations or warranties, including warranties of merchantability or fitness for any particular purpose are hereby waived by Golden Star and excluded.
- 3.3. Golden Star agrees that its use of or reliance on the Acquired Data will be at its sole risk and further agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all Claims that may arise out of or result from use of or reliance on such material and information by Golden Star or any third party to whom Golden Star discloses Acquired Data.

4. General


- 4.1. *No partnership or agency:* This Agreement does not create any partnership or agency relationship between the Parties.
- 4.2. *Entire Agreement:* This Agreement, together with the Restructuring Agreement, the Loan Amendment Agreement, the SOTRAPMAG Option Agreement and the SOTRAPMAG Joint Venture Agreement constitutes the entire agreement between Golden Star and GRL pertaining to the subject matter of such agreements and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written, between Golden Star and GRL, including the Memorandum of Understanding dated May 26, 2004, and there are no warranties, representations, covenants, obligations or agreements between the Golden Star and GRL with respect to the subject matter of such agreements.

- 4.3. *Disclosure:* The Parties will consult with each other with respect to new releases or other public disclosure of the existence or terms of this Agreement prior to making the public disclosure, subject to any securities legal or stock exchange requirement.
- 4.4. *Survival:* The terms of this Agreement, including the indemnification provisions, will survive the completion of the sale and purchase of the Acquired Data.
- 4.5. *Invalidity:* Each of the provisions contained in this Agreement is distinct and severable and a determination of illegality, invalidity or unenforceability of any such provision or part of this Agreement by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of this Agreement, unless as a result of such determination this Agreement would fail in its essential purposes.
- 4.6. *Notices:* Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party to any other Party in writing may be given by facsimile transmission or by delivery addressed to the Party to which the notice is to be given at its facsimile number or address for service set out below. Any notice, consent, waiver, direction or other communications given under this section 4.5 will be deemed to have been given and received:
- (a) if delivered, on the date on which it was delivered to the address provided in this Agreement (if a business day at the point of delivery and, if not, the next business day); and
 - (b) if sent by facsimile transmission, at the time of receipt (unless actually received after 4:00 p.m. at the point of receipt or on a day that is not a business day at the point of receipt, in which case it will be deemed to have been given and received on the next business day).
- 4.7. *Changes or waivers:* No change may be made to this Agreement, and no provision may be waived, unless all Parties agree in writing to the change or waiver.
- 4.8. *Assignment:* This Agreement may not be assigned without the consent of the other Party.
- 4.9. *Counterparts:* This Agreement may be executed in counterparts.
- 4.10. *Governing Law and Jurisdiction:* This Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. The Parties submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia.


4.11. *Binding Effect:* This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. In addition, GRL may enforce as agent and trustee for the other Indemnified Parties the provisions of this Agreement relating to the other Indemnified Parties.

The Parties have executed this Agreement by their authorized signatories, effective the date first written above.

GOLDEN STAR RESOURCES LTD.

By: 
Authorized Signatory
Name: **PETER BRADFORD**

GUYANOR RESSOURCES S.A.

By: 
Authorized Signatory
Name: **JAMES H. DUNNETT**