

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

Golden Star Resources Ltd.

(Name of Issuer)

Common Stock, no par value

(Title of Class of Securities)

38119T

(CUSIP Number)

**Riccardo Marsili
La Mancha Holding S.à r.l.
31-33, Avenue Pasteur
L - 2311 Luxembourg
Grand Duchy of Luxembourg
Tel: +352 27 44 94 12**

**With copies to:
James Green
White & Case LLP
5 Old Broad Street
London, United Kingdom
EC2N 1DW
Tel: +44 (0207) 532 1429**

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

January 23, 2020

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Name of Reporting Persons
I.R.S. Identification No. of Above Persons (Entities Only):
La Mancha Star Investments S.à r.l.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Luxembourg

7. Sole Voting Power
33,955,766

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
0

9. Sole Dispositive Power
33,955,766

10. Shared Dispositive Power
0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
33,955,766

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
31.1%

14. Type of Reporting Person (See Instructions)
OO

1. Name of Reporting Persons
I.R.S. Identification No. of Above Persons (Entities Only):
La Mancha Holding S.à r.l.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Luxembourg

7. Sole Voting Power
33,955,766

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
0

9. Sole Dispositive Power
33,955,766

10. Shared Dispositive Power
0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
33,955,766

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
31.1%

14. Type of Reporting Person (See Instructions)
OO

1. Name of Reporting Persons
I.R.S. Identification No. of Above Persons (Entities Only):
Marchmont Limited

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
Not Applicable

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Cayman Islands, British West Indies

7. Sole Voting Power
33,955,766

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
0

9. Sole Dispositive Power
33,955,766

10. Shared Dispositive Power
0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
33,955,766

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
31.1%

14. Type of Reporting Person (See Instructions)
OO

1. Name of Reporting Persons
I.R.S. Identification No. of Above Persons (Entities Only):
Yousriya Nassif Loza

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
Not Applicable

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Egypt

7. Sole Voting Power
33,955,766

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
0

9. Sole Dispositive Power
33,955,766

10. Shared Dispositive Power
0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
33,955,766

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
31.1%

14. Type of Reporting Person (See Instructions)
IN

EXPLANATORY NOTE

This Amendment No. 3 (this “Amendment”) amends and supplements the Schedule 13D originally filed by certain of the Reporting Persons with the U.S. Securities and Exchange Commission (the “SEC”) on October 2, 2018, as amended by Amendment No. 1 thereto filed on October 15, 2018 and Amendment No. 2 thereto filed on November 25, 2019 (the “Schedule 13D”).

This Amendment amends Item 3, Item 4, Item 5 and Item 7 of the Schedule 13D as set forth below. Except as specifically amended by this Amendment, each Item of the Schedule 13D remains unchanged. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 of the Schedule 13D is hereby amended and supplemented by inserting the following:

From November 27, 2019 through December 2, 2019, LMH executed trades in the open market to acquire beneficial ownership of 117,600 shares of the Issuer Common Stock (the “LMH Covered Trades”). From December 4, 2019 through January 27, 2020, LMSI executed trades in the open market to acquire beneficial ownership of 1,043,066 shares of the Issuer Common Stock (the “LMSI Covered Trades” and, together with the LMH Covered Trades, the “Covered Trades”). The LMH Covered Trades were funded with cash on LMH’s balance sheet available for investment and the LMSI Covered Trades were funded with cash on LMH’s balance sheet available for investment, on behalf of LMSI.

On December 4, 2019 and December 5, 2019, in connection with internal transfers, LMH transferred 270,600 shares of the Issuer Common Stock, which it directly held, to LMSI.

The information set forth in Item 5 of this Amendment is incorporated herein by reference.

ITEM 4. PURPOSE OF TRANSACTION

Item 4 of the Schedule 13D is hereby amended and supplemented by inserting the following:

LMH and LMSI acquired beneficial ownership of the Issuer Common Stock in the Covered Trades for investment purposes and intends to review their investment in the Issuer on a continuing basis. The information contained in each of Item 3 and Item 5 of this Amendment is incorporated herein by reference.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 of the Schedule 13D is hereby amended by amending and restating captions (a) and (c) thereof to read as follows:

- (a) LMSI is the beneficial owner of 33,955,766 shares, or approximately 31.1% of the Issuer Common Stock issued and outstanding (on a non-diluted basis).

LMH, as the sole shareholder of LMSI, may be deemed to have voting and dispositive power with respect to the shares of the Issuer Common Stock beneficially owned by LMSI. As such, LMH may be deemed the indirect beneficial owner of 33,955,766 shares of the Issuer Common Stock, or approximately 31.1% of the Issuer Common Stock issued and outstanding (on a non-diluted basis).

Marchmont, as the sole shareholder of LMH, may be deemed to have voting and dispositive power with respect to the shares of the Issuer Common Stock beneficially owned by LMSI. As such, Marchmont may be deemed the indirect beneficial owner of 33,955,766 shares, or approximately 31.1% of the Issuer Common Stock issued and outstanding (on a non-diluted basis).

Mrs. Yousriya Nassif Loza, as the sole shareholder of Marchmont may be deemed to have voting and dispositive power with respect to the shares of the Issuer Common Stock beneficially owned by LMSI. As

such, Mrs. Yousriya Nassif Loza may be deemed the indirect beneficial owner of 33,955,766 shares, or approximately 31.1% of the Issuer Common Stock issued and outstanding (on a non-diluted basis).

Each of the Reporting Persons disclaims beneficial ownership in all shares of the Issuer Common Stock reported herein, except to the extent of the Reporting Person's respective pecuniary interest therein. All share percentage calculations in this Amendment are based on 109,244,620 shares of the Issuer Common Stock issued and outstanding as of October 25, 2019, as reported under the section "*Description of Common Shares*" in the Issuer's Amendment No. 1 to Form F-10 filed with the U.S. Securities and Exchange Commission on October 29, 2019.

- (c) From November 27, 2019 through December 2, 2019, LMH acquired beneficial ownership of an aggregate of 117,600 shares of the Issuer Common Stock in the LMH Covered Trades at an average price per share of \$3.2508, for a total purchase price equal to \$382,288.29.

From December 4, 2019 through January 27, 2020, LMSI acquired beneficial ownership of an aggregate of 1,043,066 shares of the Issuer Common Stock in the LMSI Covered Trades at an average price per share of \$3.1685, for a total purchase price equal to \$3,304,980.67.

Other than as described in this Amendment and the Schedule 13D, the Reporting Persons and, to the Reporting Persons' knowledge, the Covered Individuals, have not effected any transactions in the Issuer Common Stock during the last 60 days.

ITEM 7. MATERIALS TO BE FILED AS EXHIBITS

Item 7 of the Schedule 13D is hereby amended and supplemented by inserting the following:

7 Joint Filing Agreement, dated January 30, 2020, between LMSI, LMH, Marchmont and Yousriya Nassif Loza.

8* Power of Attorney granted by Mrs. Yousriya Nassif Loza in favor of Chris Utting, dated December 3, 2019.

Certain sensitive personally identifiable information in this exhibit was omitted by means of redacting a portion of the text and replacing it with [*].*

After reasonable inquiry and to the best of my knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 30, 2020

La Mancha Star Investments S.à r.l.

By: /s/ Karim-Michel Nasr
Name: Karim-Michel Nasr
Title: Manager

By: /s/ Fabio Ceccarelli
Name: Fabio Ceccarelli
Title: Manager

La Mancha Holding S.à r.l.

By: /s/ Fabio Ceccarelli
Name: Fabio Ceccarelli
Title: Manager

By: /s/ Wafaa Sayed Latif Mobarak
Name: Wafaa Sayed Latif Mobarak
Title: Director

Marchmont Limited

By: /s/ Wafaa Sayed Latif Mobarak
Name: Wafaa Sayed Latif Mobarak
Title: Director

Yousriya Nassif Loza

By: *

*By: /s/ Chris Utting
Chris Utting, as Attorney-in-Fact

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing, along with all other such undersigned, on behalf of the Reporting Persons (as defined in the joint filing), of a statement on Schedule 13D (including amendments, restatements, supplements and/or exhibits thereto) with respect to common shares of Golden Star Resources Ltd., and that this agreement be included as an Exhibit 7 to such joint filing. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The undersigned acknowledge that each shall be responsible for the timely filing of any amendments, and for the completeness and accuracy of the information concerning the undersigned or contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that it knows or has reason to believe that such information is inaccurate. This agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each party hereto, and then only with respect to such revoking party.

Dated: January 30, 2020

La Mancha Star Investments S.à r.l.

By: /s/ Karim-Michel Nasr

Name: Karim-Michel Nasr

Title: Manager

By: /s/ Fabio Ceccarelli

Name: Fabio Ceccarelli

Title: Manager

La Mancha Holding S.à r.l.

By: /s/ Fabio Ceccarelli

Name: Fabio Ceccarelli

Title: Manager

By: /s/ Wafaa Sayed Latif Mobarak

Name: Wafaa Sayed Latif Mobarak

Title: Director

Marchmont Limited

By: /s/ Wafaa Sayed Latif Mobarak

Name: Wafaa Sayed Latif Mobarak

Title: Director

Yousriya Nassif Loza

By: *

*By: /s/ Chris Utting

Chris Utting, as Attorney-in-Fact

SPECIFIC POWER OF ATTORNEY

This power of attorney is made on 3 December 2019 by **Yousryia Nassif Loza** of [***] (**Principal**).

1. Appointment and powers

The Principal appoints Christopher Joseph Howard Utting of [***] as her attorney (**Attorney**) and in the Principal's name or otherwise and on her behalf to:

- (a) consider, settle, approve, sign, execute, deliver and/or issue all documents, declarations, certificates and instruments (all whether as a deed or not) relating to "know your client" requirements, anti-money laundering requirements, FATCA/ CRS declarations, declarations of ultimate beneficial owner or ultimate economic beneficiary or ultimate controller (or similar), and other counterparty compliance due diligence requirements, in each case as may be required by any counterparty proposing to enter into any agreement with the Principal or any entity of which the Principal is the ultimate beneficial owner or ultimate economic beneficiary or in which the Principal has an interest;
- (b) consider, settle, approve, sign, execute, deliver and/or make any regulatory filings required or desirable in any jurisdiction, including, without limitation, filings to be made to the US Securities and Exchange Commission (together with (a), the **Purpose**);
- (c) take any steps or do anything which the Attorney in his absolute discretion considers desirable in connection with the Purpose; and
- (d) appoint one or more employees of Gemini Office Services UK Limited (Company number 08589910) to act as a substitute attorney for the Principal and to exercise one or more of the powers conferred on the Attorney by this power of attorney other than the power to appoint a substitute attorney and revoke any such appointment without giving a reason.

2. Duration

This power of attorney shall expire if the Attorney ceases to be employed by an entity of which the Principal is the ultimate beneficial owner, ultimate economic beneficiary or in the Principal has an interest.

3. Ratification

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

4. Validity

The Principal declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney is effective and has not been revoked as conclusive evidence of that fact.

5. Indemnity

5.1 Subject always to clause 5.2, the Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses which he sustains or properly incurs in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

5.2 The indemnity in clause 5.1 shall not cover the Attorney if and to the extent a claim under it results from the gross negligence, fraud or wilful misconduct of the Attorney.

6. Governing law and jurisdiction

6.1 This power of attorney and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or its formation shall be governed by and construed in accordance with the law of England and Wales.

6.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this power of attorney or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by

Yousriya Nassif Loza /s/ Yousriya Nassif Loza

In the presence of:

Witness signature: /s/ George R. McCormick

Witness name and address: George R. McCormick,
430 Park Avenue, New York, NY 10022, USA

Witness occupation: Attorney
Withers Bergman LLP
Virginia Bar number 77047