THIS EIGHTH AMENDING AGREEMENT is made as of 7 October 2005

B E T W E E N:

CAMBIOR INC.

- and -

THE "LENDERS" AS DEFINED IN THE EXISTING CREDIT AGREEMENT REFERRED TO BELOW

- and -

THE BANK OF NOVA SCOTIA
in its capacity as Agent

RECITALS:

A. The parties to this agreement are also parties to a third amended and restated credit agreement dated as of 7 February 2003 as amended by amending agreements dated as of 7 August 2003, 5 November 2003, 28 April 2004, 1 June 2004, 20 October 2004, 10 February 2005 and 11 May 2005 (as amended, the "Existing Credit Agreement"). The Existing Credit Agreement amended and restated a credit agreement dated as of 14 December 2000, as subsequently amended, which had in turn amended and restated an amended and restated credit agreement dated as of 22 December 1999 and a credit agreement dated as of 28 July 1998. Standard Bank London Limited and HSBC Bank USA, which were Lenders, have assigned their entire positions to other Lenders and are no longer parties. As contemplated by the Existing Credit Agreement, CBJ Niobec Inc., which was a guarantor, has transferred its property to Cambior Inc. with effect as of 1 January 2005 and was dissolved on 15 February 2005.

B. Capitalized terms used in this agreement and not otherwise defined have the meanings defined in the Existing Credit Agreement.

C. The parties have agreed to amend the Existing Credit Agreement to reflect, among other things, an increase in the amount of the Revolving Credit, a change in the basis for calculating interest rates and fees and the removal of the OMAI Mine as a Principal Mine.

D. The parties are therefore entering into this agreement to record the amendments as agreed by the parties.

THEREFORE, for value received, and intending to be legally bound by this agreement, the parties agree as follows:

1. Amendments to Section 1.1 of Existing Credit Agreement

(a) The definition of "Foreign Investment Insurance Policy" in the Existing Credit Agreement is deleted and replaced with the following:

"Foreign Investment Insurance Policy" means, collectively, the political risk insurance policy issued by Export Development Canada and a private sector insurance company as the insurers to the Borrower as issued on 29 January 2003, identified as PRI-40-017843E, DOC 157433, as amended, supplemented, restated and replaced from time to time in accordance with this Agreement, which covers risks associated with the Rosebel Mine and certain Unrestricted Assets including the OMAI Mine.

(b) The definition of "Loan Life Protection Ratio" in the Existing Credit Agreement is deleted.

(c) The definition of "Principal Mines" in the Existing Credit Agreement is deleted and replaced with the following:

"Principal Mines" means the Rosebel Mine, the Doyon Mine, the Mouska Mine, the Sleeping Giant Mine and the Niobec Mine.

(d) The definition of "Revolving Credit" in the Existing Credit Agreement is deleted and replaced with the following:

"Revolving Credit" means the U.S.$15,000,000 revolving credit facility established pursuant to the Revolving Credit Commitments of the Revolving Credit Lenders.

2. Amendments to Article 2 of Existing Credit Agreement and Revolving Credit Commitments

(a) Section 2.1(a) is deleted and replaced with the following:

Revolving Credit. Subject to the terms and conditions set forth herein, each Revolving Credit Lender commits to make revolving loans ("Revolving Credit Loans") to the Borrower from time to time during the period commencing on the Closing Date and ending on the Maturity Date in an aggregate principal amount that will not result in (i) such Lender's Revolving Credit Exposure exceeding such Lender's Revolving Credit Commitment, or (ii) the sum of the total Revolving Credit Exposures exceeding the total Revolving Credit Commitments. In addition, subject to the terms and conditions set forth herein, the Borrower may request the issuance of Letters of Credit as an availment of the Revolving Credit Commitment, in a form reasonably acceptable to the Issuing Bank, at any time and from time to time up to the date that is five Business Days prior to the Maturity Date, but the LC Exposure shall not at any time exceed U.S. $10,000,000. Upon the effectiveness of this Agreement as contemplated in Section 6.1, the outstanding "Revolving Credit Loans" owing by the Borrower pursuant to the Existing Credit Agreement as of the date hereof, if any, shall become, and shall be deemed to be, Revolving Credit Loans outstanding under, and governed by, this Agreement. The amount of each Lender's pro rata share of the Revolving Credit Loans and LC Exposure as of the date hereof is set forth under the heading "Revolving Credit Commitment" below the Lender's name on the signature pages hereof and (as amended from time to time as a result of Assignments or otherwise) is referred to as such Lender's "Revolving Credit Commitment."

(b) Taking into account the preceding amendment to Section 2.1(a), the Lenders' respective Revolving Credit Commitments will be as follows, as of 7 October 2005:

The Bank of Nova Scotia	U.S. $4,233,174
National Bank of Canada	U.S. $3,015,866
Société Génerale (Canada)	U.S. $4,002,403
NM Rothschild & Sons Limited	U.S. $3,748,558

(c) The words "Loan Life Protection Ratio" in Section 2.4(f) are deleted and replaced with the words "the ratio of Total Net Senior Debt to EBITDA."

(d) Section 2.4(g) is deleted and replaced with the following:

"The percentages to be paid pursuant to Sections 2.4(e) and 2.4(f) will vary according to the ratio of Total Net Senior Debt to EBITDA calculated at the end of the Fiscal Quarter immediately preceding the event giving rise to the required prepayment, as follows:

Ratio of Total Net Senior Debt to EBITDA	Prepayment Percentage
Less than 1.50 to1	0%
Greater than or equal to 1.50 to1 but less than 2.50 to 1	50%
Greater than or equal to 2.50 to1	75%

(e) The first paragraph of Section 2.5(a) is deleted and replaced with the following:

"The applicable interest rates shall be adjusted as of the date of delivery to the Agent of a satisfactory compliance certificate for each Fiscal Quarter and shall be the interest rates, expressed as a percentage, set out in the table immediately below across from the Ratio of Total Net Senior Debt to EBITDA calculated as at the end of the Fiscal Quarter that is the subject of the compliance certificate."

(f) The table that follows the first paragraph of Section 2.5(a) is deleted and replaced with the following:

Ratio of Total Net Senior Debt to EBITDA	Interest Rate for all Libor Loans and all U.S. Base Rate Loans
Less than 1.25 to 1	Libor plus 1.50% or U.S. Base Rate plus 0.50%
Greater than or equal to 1.25 to 1 but less than 2.00 to 1	Libor plus 1.75% or U.S. Base Rate plus 0.75%

Greater than or equal to 2.00 to 1 but less than 3.00 to 1	Libor plus 2.00% or U.S. Base Rate plus 1.00%
Greater than or equal to 3.00 to 1	Libor plus 2.25% or U.S. Base Rate plus 1.25%

(g) The words "Loan Life Protection Ratio" in the last sentence of the first paragraph of Section 2.6 are deleted and replaced with the words "ratio of Total Net Senior Debt to EBITDA."

(h) The table that follows the first paragraph of Section 2.6 is deleted and replaced with the following:

Ratio of Total Net Senior Debt to EBITDA	Commitment Fee
Less than 1.25 to 1	0.30%
Greater than or equal to 1.25 to 1 but less than 2.00 to 1	0.40%
Greater than or equal to 2.00 to 1 but less than 3.00 to 1	0.50%
Greater than or equal to 3.00 to 1	0.75%

3. Amendments to Section 7.5 of Existing Credit Agreement

(a) Section 7.5(b) is deleted and replaced by the following:

"The Borrower owns 100% of the Doyon Mine, the Mouska Mine, the Niobec Mine and the Sleeping Giant Mine. Rosebel owns 100% of the Rosebel Mine."

(b) Section 7.5(d) is amended by deleting the words "or the OMAI Documents."

4. Amendment to Section 8.1 of Existing Credit Agreement

The first paragraph of Section 8.1 (Reporting Requirements) is deleted and replaced with the following:

"The Borrower shall deliver to the Agent, with copies for each of the Lenders, the following (except that documents relating solely to OMAI need not be delivered after 7 October 2005):"

5. Amendments to Article 9 of Existing Credit Agreement

(a) Section 9.4 (Restricted Payments) is amended by replacing the words "has provided pro forma evidence satisfactory to the Agent that the Loan Life Protection Ratio is not less than 2.00 to 1" with the words "has provided pro forma evidence satisfactory to the Agent that the ratio of Total Net Senior Debt to EBITDA is less than 1.50 to 1."

(b) Section 9.9 (Modification of Agreements) is amended by deleting the words "the OMAI Documents" in each place in which they occur.

(c) Section 9.10(b) (part of Acquisitions) is amended by replacing the words "has provided pro forma evidence satisfactory to the Required Lenders that the Loan Life Protection

Ratio is not less than 2.00 to 1" with the words "has provided pro forma evidence satisfactory to the Required Lenders that the ratio of Total Net Senior Debt to EBITDA is less than 1.50 to 1."

(d) Section 9.11 (Unrestricted Assets and Unrestricted Subsidiaries) is amended by replacing the words "has provided pro forma evidence satisfactory to the Agent that the Loan Life Protection Ratio is not less than 2.00 to 1" with the words "has provided pro forma evidence satisfactory to the Agent that the ratio of Total Net Senior Debt to EBITDA is less than 1.50 to 1."

6. Amendments to Article 10 of Existing Credit Agreement

(a) Sections 10.2 (Capital Expenditures) and 10.3 (Exploration Expenditures) are each amended by replacing the words "has provided pro forma evidence satisfactory to the Agent that the Loan Life Protection Ratio is not less than 2.00 to 1" with the words "has provided pro forma evidence satisfactory to the Agent that the ratio of Total Net Senior Debt to EBITDA is less than 1.50 to 1."

(b) Section 10.6 (Loan Life Protection Ratio) is deleted.

7. Amendments to Section 11.1 of Existing Credit Agreement

Sections 11.1(g), (h) and (i) (Events of Default) are each amended by deleting the words "OMAI and" in each place in which they occur.

8. Amendments Regarding Schedules to Existing Credit Agreement

(a) Schedule B (Compliance Certificate) is amended by deleting item 3d, which refers to the Loan Life Protection Ratio.

(b) Schedule G (Details of Security Documents) is amended by deleting the words "and OMAI's" in item 1(f) and deleting items 1(g) and 1(i).

(c) Schedule G is further amended by deleting all of item 2, headed "Security Provided by OMAI" and all of item 4, headed "Security Provided by CBJ Niobec Inc."

(d) Schedule H (Corporate and Property Information) is amended by deleting all of the entry headed "OMAI" and all of the entry headed "CBJ Niobec Inc."

9. Release of OMAI Security

The Lenders hereby authorize the Agent to release, or direct any trustee to release, all Security Documents given by or in respect of OMAI.

10. Representations of Borrower

The Borrower acknowledges that this agreement is a Loan Document and that all of its representations and warranties concerning Loan Documents that are contained in the Existing Credit Agreement apply to this agreement and are deemed to be repeated on its execution of this agreement as if set out in full in this agreement. The Borrower also represents that there are no consents or other agreements required from third parties to avoid this agreement causing a breach or default under any other agreement to which the Borrower or any Subsidiary is a party.

11. Ratification and Confirmation

The Existing Credit Agreement, as amended by this agreement, remains in full force and effect and is hereby ratified and confirmed. Without in any way limiting the terms of the Existing Credit Agreement or the other Credit Documents, the Borrower confirms that the existing Security shall continue to secure all of the Obligations, including but not limited to any arising as a result of this agreement.

12. Counterparts and Facsimile

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile copy of an executed counterpart of this agreement shall be deemed to be valid execution and delivery of this agreement, but the party delivering a facsimile copy shall deliver an original copy of this agreement as soon as possible after delivering the facsimile copy.

[Note: signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

CAMBIOR INC.
as Borrower

By: Bryan A. Coates
Name: BRYAN A. COATES
Title: Vice President Finance & C.F.O.

By: Marc Dagenais
Name: MARC DAGENAIS
Title: Vice President, Legal Affairs

[signature page for amending agreement dated as of 7 October 2005 re Cambior Inc.]

THE BANK OF NOVA SCOTIA
as Administrative Agent, Technical Agent and Collateral Agent

By: ______________________________
Robert Boomhour
Director

By: ______________________________
Alicia Oseguera
Associate Director

[signature page for amending agreement dated as of 7 October 2005 re Cambior Inc.]

THE BANK OF NOVA SCOTIA
as Lender and Creditor

By: ______________________________
MICHAEL K. EDDY
DIRECTOR-MINING

By: ______________________________
Derek Tovich
Associate

[signature page for amending agreement dated as of 7 October 2005 re Cambior Inc.]

NATIONAL BANK OF CANADA
as Lender and Creditor

By: ______________________________

By: ______________________________

[signature page for amending agreement dated as of 7 October 2005 re Cambior Inc.]

SOCIETE GENERALE (CANADA)
as Lender and Creditor

By: ________________________________
François Laliberté
Managing Director

By: ________________________________
David Baldoni
Managing Director

[signature page for amending agreement dated as of 7 October 2005 re Cambior Inc.]

N M ROTHSCHILD & SONS LIMITED
as Lender and Creditor

By: N.A. [illegible]

By: [illegible]

[signature page for amending agreement dated as of 7 October 2005 re Cambior Inc.]

CONSENT

The undersigned hereby acknowledges and consents to the foregoing amending agreement and acknowledges that its Guarantee, Pledge Agreement and Fiduciary Transfer Agreement, all dated as of 1 April 2003, continue in full force and effect notwithstanding the amending agreement.

Dated as of 7 October 2005.

ROSEBEL GOLD MINES N.V.

By: ______________________________
Name: MARC DAGENAIS
Title: CORPORATE SECRETARY