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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 6-K**

Report of Foreign Private Issuer

Pursuant to Rule 13a-16 or 15d-16  
of the Securities Exchange Act of 1934

Date: October 2, 2020  
Commission File Number 001-31528

**IAMGOLD Corporation**

(Translation of registrant's name into English)

**401 Bay Street Suite 3200, PO Box 153  
Toronto, Ontario, Canada M5H 2Y4**

**Tel: (416) 360-4710**

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F

Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): \_\_\_\_

**Note:** Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): \_\_\_\_

**Note:** Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes

No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82- \_\_\_\_\_

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**Description of Exhibit**

<u>Exhibit</u>	<u>Description of Exhibit</u>
<a href="#">99.1</a>	<a href="#">Fourth Amending Agreement (dated September 30, 2020) to the Amended and Restated Credit Agreement of December 14, 2017</a>

**Signatures**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**IAMGOLD CORPORATION**

Date: October 2, 2020

By: /s/ Tim Bradburn  
Vice President, Legal and Corporate Secretary

**FOURTH AMENDING AGREEMENT** dated as of September 30, 2020.

**BETWEEN:** **IAMGOLD CORPORATION**  
(as "**Borrower**")

**AND:** **NATIONAL BANK OF CANADA**  
**DEUTSCHE BANK AG, CANADA BRANCH**  
**CITIBANK, N.A., CANADIAN BRANCH**  
**MORGAN STANLEY SENIOR FUNDING, INC.**  
**ROYAL BANK OF CANADA**  
**THE TORONTO-DOMINION BANK**  
**BNP PARIBAS**  
**CANADIAN IMPERIAL BANK OF COMMERCE**  
**INVESTISSEMENT QUÉBEC**  
**THE BANK OF NOVA SCOTIA**  
**EXPORT DEVELOPMENT CANADA**  
  
(each as "**Lender**")

**AND:** **NATIONAL BANK OF CANADA**  
  
(acting as Agent for the Lenders)

**RECITALS**

- a) An amended and restated credit agreement dated as of December 14, 2017 (as amended by a first amending agreement dated as of November 15, 2018, a second amending agreement dated as of February 25, 2020, a third amending agreement dated as of September 4, 2020, and as amended, restated or modified from time to time prior to the date hereof, the "**Credit Agreement**") has been entered into among the Agent, the Borrower and the Lenders named therein.
  - b) Pursuant to the second amending agreement dated as of February 25, 2020, the Maturity Date applicable to the Commitments of all Lenders, other than Morgan Stanley Senior Funding, Inc. ("**Morgan Stanley**"), was extended to January 31, 2024 (the Maturity Date of the Commitment of Morgan Stanley in an amount of **[REDACTED]** was not extended and therefore remains January 31, 2023).
  - c) Pursuant to an assignment and assumption agreement (the "**Assignment and Assumption Agreement**") dated as of September 29, 2020 entered into between Morgan Stanley, The Bank of Nova Scotia, the Agent and the Borrower, Morgan Stanley assigned a portion of its Commitment in an amount of **[REDACTED]** to The Bank of Nova Scotia. The effective date of assignment and assumption agreement is September 30, 2020.
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- d) The Bank of Nova Scotia has agreed to extend its [REDACTED] Commitment to January 31, 2024.
- e) The Borrower and the Lenders wish to amend the Credit Agreement in order to, among other things, extend the Maturity Date applicable to the [REDACTED] Commitment of The Bank of Nova Scotia until January 31, 2024 and update Schedule A of the Credit Agreement to give effect to such extension.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. Interpretation**

- 1.1 Capitalized terms used herein and defined in the Credit Agreement have the meanings ascribed to them in the Credit Agreement unless otherwise defined herein.
- 1.2 Any reference to the Credit Agreement in any Loan Document (including any Security Document) refers to the Credit Agreement as amended hereby.

**2. Extension of the Maturity Date**

The Maturity Date applicable to the [REDACTED] Commitment of The Bank of Nova Scotia is hereby extended to January 31, 2024.

**3. Amendment to the Credit Agreement**

Schedule "A" of the Credit Agreement is deleted and replaced by Schedule "A" hereto.

**4. Conditions to Effectiveness**

This Agreement will become effective on the date (the "**Effective Date**") the Agent has confirmed to the Borrower and the Lenders signatory to this Agreement that it has received each of the following documents:

- (a) duly executed copies of this Agreement;
- (b) the payment of all fees payable to the Agent, the Lenders or any of them on or before the date of this Agreement, and the reimbursement of all expenses incurred including legal fees; and
- (c) the Agent shall have received such other documents as the Lenders may reasonably require.

**5. Confirmation**

The Borrower and each of the other Obligors, by their acknowledgement of the terms of this Agreement, further confirm and acknowledge that their respective obligations under the Security Documents to which they are a party remain in full force and effect and that this Agreement does not reduce such obligations.

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**6. Representations**

The Borrower represents and warrants that (i) no Default is in existence as at the date hereof, and (ii) this Agreement and the amendments made herein will not result in a Default. The representations and warranties made in Section 6.1 of the Credit Agreement, other than those expressly stated to be made as of a specific date, are true on and as of the date hereof with the same effect as if such representations and warranties had been made on and as of the date hereof.

**7. Expenses and Fees**

The Borrower agrees to pay on demand all reasonable costs and expenses of the Agent in connection with the preparation, negotiation, execution, delivery, implementation and administration of this Agreement including, without limitation, the reasonable fees and expenses of counsel for the Agent.

**8. Counterparts**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed to be an original and all of which taken together will constitute the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or by electronic mail will be effective as delivery of a manually executed counterpart of this Agreement.

**9. Governing Law**

This Agreement is governed by, and construed in accordance with, the laws of the Province of Ontario and of the laws of Canada applicable therein.

**(Signature pages follow)**

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

IAMGOLD CORPORATION, as Borrower

By: /s/ Carol Banducci  
Carol Banducci  
Chief Financial Officer

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**NATIONAL BANK OF CANADA,**  
as Agent

By: /s/ Jonathan Campbell  
Name: Jonathan Campbell  
Title: Director

By: /s/ Allan Fordyce  
Name: Allan Fordyce  
Title: Managing Director

**NATIONAL BANK OF CANADA,**  
as Lender

By: /s/ Jonathan Campbell  
Name: Jonathan Campbell  
Title: Director

By: /s/ Allan Fordyce  
Name: Allan Fordyce  
Title: Managing Director

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**DEUTSCHE BANK AG, CANADA BRANCH,**  
as Lender

By: /s/ David Gynn  
Name: David Gynn  
Title: Chief Country Officer

By: /s/ Rupert Gomes  
Name: Rupert Gomes  
Title: Vice-President

**CITIBANK, N.A., CANADIAN BRANCH, ,**  
as Lender

By: /s/ Agha Murtaza  
Name: Agha Murtaza  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MORGAN STANLEY SENIOR FUNDING, INC.,**  
as Lender

By: /s/ Michael King  
Name: Michael King  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**ROYAL BANK OF CANADA,**  
as Lender

By: /s/ Strati Georgopoulos  
Name: Strati Georgopoulos  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE TORONTO-DOMINION BANK,**  
as Lender

By: /s/ Liza Straker  
Name: Liza Straker  
Title: Managing Director

By: /s/ Ryan Mrozek  
Name: Ryan Mrozek  
Title: Vice President

**BNP PARIBAS,**  
as Lender

By: /s/ William Labat-Labourdette  
Name: William Labat-Labourdette  
Title: Metals & Mining

By: /s/ Anne-Gaëlle Roy  
Name: Anne-Gaëlle Roy  
Title: Managing Director

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**CANADIAN IMPERIAL BANK OF COMMERCE,**  
as Lender

By: /s/ Jens Patterson  
Name: Jens Patterson  
Title: Executive Director

By: /s/ Kazim Mehdi  
Name: Kazim Mehdi  
Title: Executive Director

**INVESTISSEMENT QUÉBEC**  
**(as successor to Ressources Québec Inc.),**  
as Lender

By: /s/ Iya Touré  
Name: Iya Touré  
Title: Vice-President, Quebec Resources

By: \_\_\_\_\_  
Name:  
Title:

**THE BANK OF NOVA SCOTIA,**  
as Lender

By: /s/ Elizabeth Daponte  
Name: Elizabeth Daponte  
Title: Managing Director

By: /s/ Monik Vora  
Name: Monik Vora  
Title: Associate Director

**EXPORT DEVELOPMENT CANADA,**  
as Lender

By: /s/ Adam Smith  
Name: Adam Smith  
Title: Financing Manager

By: /s/ Sanda Mikulic  
Name: Sanda Mikulic  
Title: Senior Associate

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We, the undersigned, as Obligors under the Credit Agreement, hereby agree with the terms of this Agreement:

**ROSEBEL GOLD MINES N.V.**

By: /s/ Carol Banducci  
Name: Carol Banducci  
Title: Chief Financial Officer

**IAMGOLD ESSAKANE S.A.**

By: /s/ Oumar Toguyeni  
Name: Oumar Toguyeni  
Title: Chairman of the Board

**AGEM LIMITED**

By: /s/ James Collie  
Name: James Collie  
Title: Director

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**SCHEDULE "A"**

**Lender's Applicable Percentage**

**REDACTED**

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