THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF **DEAN R. JONES**
SWORN BEFORE ME THIS 28TH DAY OF JULY 28, 2009

A Commission for Taking Affidavits

MYRIAM SARRAZIN, NOTARY FOR THE PROVINCE OF QUEBEC

WOOD FIBER SUPPLY AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of July, 2009, between ABITIBIBOWATER INC, a Delaware corporation (hereinafter "ABH"), and SMURFIT-STONE CONTAINER ENTERPRISES, INC, a Delaware corporation and its wholly-owned Canadian subsidiary, SMURFIT-STONE CONTAINER CANADA, INC, (hereinafter collectively referred to as "SMURFIT").

W I T N E S S E T H:

WHEREAS SMURFIT has entered into an asset purchase agreement dated April 30, 2009 (the "APA") with the Société Générale de Financement du Québec (the "Purchaser") for the sale of, among others assets, the Freehold Immoveables (as such expression is defined in that certain Asset Acquisition Agreement made on the 15th of June 1994 by and between Avenor Inc. ("Avenor") and St. Laurent Paperboard Inc./Cartons St-Laurent Inc. ("St-Laurent"), the "1994 Agreement");

WHEREAS it is an essential condition of SMURFIT's agreements contained in that certain letter agreement dated September 30, 2008 (the "Letter Agreement"), including without limitation payment of the material amount set forth in paragraph 3) thereof, that ABH enter into, and perform all of its obligations under, this Agreement;

WHEREAS, SMURFIT is desirous of purchasing wood fiber in the form of softwood chips, shavings and sawdust for its La Tuque mill (hereinafter "Mill"); and

WHEREAS, ABH is desirous of selling and delivering to SMURFIT softwood chips, shavings and sawdust from its forest products facilities designated in Exhibit A hereof (the "Facilities"); and

WHEREAS, SMURFIT and ABH intend for this Agreement to terminate and replace agreements previously entered into between them and their respective subsidiaries as the case may be for the supply of softwood chips, shavings and sawdust to the Mill, as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, ABH and SMURFIT agree to the following terms and conditions:

1. Delivery and Acceptance Amounts:

1.1 ABH agrees to sell, and take all necessary actions and measures to cause its subsidiaries and their respective successors and assigns to sell, to SMURFIT from the Facilities, and SMURFIT agrees to accept, purchase and arrange to have delivered at the Mill, a minimum, annually, of (i) [redacted] odmt (as such acronym is hereinafter defined) of jack pine wood chips ([redacted] odmt from the La Tuque region and [redacted] odmt from the Abitibi region and Lac Saint-Jean region) (the "Chips"), (ii) [redacted] odmt of softwood shavings,(the "Shavings") and

(iii) [redacted] odmt of softwood sawdust (the "Sawdust", and the Chips, Shavings and Sawdust sometimes collectively referred to herein as the "Fiber"). ABH shall provide to SMURFIT on a quarterly basis not later than thirty (30) days prior to the commencement of each quarter, a production forecast for Chips, Shavings and Sawdust per each of the Facilities for the ensuing quarter, and during the quarter monthly estimates of such production at the beginning of each month in order to assist SMURFIT in its operations planning at the Mill. Deliveries shall be scheduled as close to quarterly volumes as possible.

1.2 Each annual period of this Agreement shall consist of a twelve (12) month period commencing on the Effective Date (as hereinafter defined) and each anniversary date thereafter of the Effective Date (an "Annual Period").

2. Specifications for softwood chips shavings and sawdust:

2.1 Chips, Shavings and Sawdust delivered pursuant to this Agreement shall meet specifications consistent with historical practices.

2.2 Shavings will be incorporated into loads of Sawdust in order to optimize freight and protect against freezing, where possible.

3. Scales:

3.1 SMURFIT shall provide and maintain at its expense weigh scales at the Mill which are in compliance with applicable regulations.

3.2 A metric tonne used in this Agreement shall be defined as 2,200 pounds by weight.

3.3 An oven-dried metric tonne ("odmt") in this Agreement shall be defined as 2,200 pounds per weight with no moisture content.

3.4 SMURFIT shall be responsible for all scaling and measuring of the Fiber pursuant to this Agreement.

4. Price of Softwood Chips, Shavings and Sawdust:

4.1 For the first Annual Period beginning on October 1, 2008 (the "Effective Date") and ending on September 30, 2009 prices will be as follows (FOB the supplying Facility)

Sawdust: [redacted] CAN per odmt
Shavings: [redacted] CAN per odmt
Chips: [redacted] CAN per odmt

(Prices quoted are in Canadian (CAN) dollars)

SMURFIT shall pay ABH for Fiber based on contracted volumes on a weekly basis until such time as SMURFIT emerges from its reorganization process under the Companies Creditors Arrangement Act and Chapter 11 of the United States Bankruptcy Code, after which SMURFIT shall pay ABH for Fiber, consistent with historical practices, on 14-day terms.

4.2 After the first Annual Period, pricing for Chips, Shavings (subject to section 4.3), and Sawdust will be adjusted to reflect market prices to the extent possible for each type of fiber for each Annual Period during the term of this Agreement. The parties will meet at least ninety (90) days prior to the end of each Annual Period and exercise their good faith best commercial efforts to mutually determine the market prices payable hereunder for the ensuing Annual Period. Market prices for each type of fiber shall mean prices for the Mauricie and Lac Saint-Jean regions for each type of fiber meeting the specifications required by SMURFIT. In the event that the parties fail to reach agreement, a neutral third party arbitrator (agreed upon by both parties and appointed within ten (10) days following the expiration of the 90-day period) will determine the market prices for Chips, Shavings and Sawdust for the Annual Period in dispute which determination shall be (i) final and binding upon the parties, and (ii) in the event such determination is made after October 1 of the Annual Period in dispute, applied retroactively as of and from October 1 of the Annual Period in dispute for the duration of such Annual Period; provided however that in the event prices were determined by arbitration either party may, if not satisfied with such determination, elect to terminate the agreement on two years' written notice given to the other party not more than thirty (30) days after the date of the arbitrator's determination.

4.3 The price for Shavings set forth in Section 4.1 hereof shall not be adjusted after the first Annual Period to reflect market prices therefor in accordance with Section 4.2 until such time during the second Annual Period (which period begins October 1, 2009 and ends September 30, 2010) as ABH shall have delivered 12,000 odmt of Shavings to SMURFIT (the "Shortfall Tonnage"). Computation of the Shortfall Tonnage shall begin as of and from the date of execution of this Agreement by the parties hereto. Upon fulfillment by ABH of its obligation to deliver the Shortfall Tonnage to SMURFIT, the price for Shavings shall be adjusted for the remainder of the second Annual Period to reflect the market price (as defined in Section 4.2) for Shavings as determined by the parties, exercising their good faith best commercial efforts. In the event the parties fail to reach agreement, they shall appoint an arbitrator in the manner set forth in Section 4.2, who shall determine the market price to be paid by SMURFIT to ABH for Shavings for the remainder of the second Annual Period, such determination to be final and binding upon the parties.

5. Records:

5.1 SMURFIT shall maintain accurate records of Chips, Shavings and Sawdust weighed on the scales, which records shall be subject to inspection by ABH or its authorized representatives, upon five (5) days advance written notice and such inspection shall be conducted during regular business hours of the Mill.

5.2 SMURFIT shall furnish weight tickets to ABH evidencing the weight of Chips, Shavings and Sawdust received by SMURFIT.

5.3 Weight tickets under Section 5.2 shall include, at least, the following information: the time, the date, and the truck number.

5.4 SMURFIT shall furnish to ABH all documents detailing the amount and nature of any culling by SMURFIT.

5.5 Unless the quantity received by SMURFIT under the foregoing records is contested within ten (10) days from such delivery date of such numbered tickets and documents, the parties shall deem such records final and binding.

6. Title:

The title of all Fiber under this Agreement shall remain in ABH until delivered to the Mill or loaded at an ABH sawmill onto a designated SMURFIT transporter.

7. Force Majeure:

The parties hereto agree that ABH shall not be liable to SMURFIT for any actual or consequential damages for it's failure to perform its obligations of delivery of Chips, Shavings or Sawdust to the Mill and, that SMURFIT shall not be liable to ABH likewise for its failure to perform hereunder if the party affected by a Force Majeure Event (as hereinafter defined) is unable to operate for more than sixty (60) consecutive days due to such Force Majeure Event (a "Period of Force Majeure Event"), "Force Majeure Event" means (i) strike, (ii) walkout, (iii) labor strife, (iv) market downtime, (v) riot, (vi) civil war, (vii) acts of the public enemy, (viii) acts of God including, without limitation, fire, flood or other casualty, or (ix) changes by local, Provincial or Federal governments in applicable law (a) governing the operations of the Facilities or the Mill as the case may be such as laws for the protection of the environment, natural resource, sustainable development, zoning, transportation, health, safety, labour and employment laws, which result in restrictions or prohibitions imposed upon the affected party's operations at the Facilities or the Mill as the case may be having a material adverse effect on such party, including the curtailment of such operations, or (b) affecting a party, taken as a whole, such as commercial trade laws which would cause performance by the affected party under this Agreement to result in a violation of such laws. For greater certainty, in the event ABH is the party affected by a Force Majeure Event, its obligations hereunder to deliver Fiber to SMURFIT shall abate during the Period of Force Majeure Event only in respect of those Facilities which are affected by the Force Majeure Event and only to the extent of the volumes of Fiber ABH otherwise would have in all likelihood sold to SMURFIT from such Facilities hereunder during such Period of Force Majeure Event.

The foregoing shall constitute the only events, circumstances or occurrences which shall constitute a "Force Majeure Event" for purposes of this Agreement.

8. Dispute Resolution:

8.1 In the unlikely event that a disagreement should arise, the parties will attempt in good faith to resolve any controversy or claims arising out or relating to this Agreement promptly by negotiations between Managers and Senior Executives of the parties who have authority to settle the controversy or claim.

8.2 If a controversy or claim should arise, an appropriate business representative of each party ("Managers") will meet at least once and will attempt to resolve the matter. The Managers will make every effort to meet as soon as reasonably possible at a mutually agreed time and place.

8.3 If the matter has not been fully resolved within thirty (30) days of the first meeting of the Managers, the parties will attempt in good faith to resolve the controversy or claim as soon as reasonably possible by mediation or as the parties may reasonably agree for alternative dispute resolution.

8.4 All deadlines specified in this Section may be extended by mutual agreement. The parties agree to participate in good faith in the procedures specified in this Section. All applicable statutes of limitation shall be tolled while the procedures specified in this Section are pending. The parties will take such action, if any, required to effectuate such tolling and either party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable harm.

8.5 In the event mediation is necessary to resolve the dispute, the decision of the mediator will be binding on both parties. This Section 8 shall not apply to any dispute in connection with the determination of pricing pursuant to Section 4.2.

9. Term of Agreement:

9.1 The rights and obligations of the parties shall commence upon the Effective Date, and this Agreement will terminate on the seventh (7th) anniversary thereafter of the Effective Date (the "Initial Term").

9.2 This Agreement may be extended for an additional minimum period of three (3) years following the Initial Term upon the same terms and conditions including pricing which shall continue to be determined in accordance with Section 4.2 hereof (the "Extension Term"). Written notice must be given not later than one-hundred twenty (120) days prior to the expiration of the Initial Term of a Party's intent to extend this Agreement for the Extension Term. The Party receiving the extension notice shall have 30 days from its receipt thereof to accept the extension. If the Party fails to respond to the extension notice within this allotted period, it shall be deemed to have accepted the Extension Term.

10. Sale of Facilities and Assignment:

This Agreement and ABH's obligations hereunder are essential conditions of SMURFIT's agreements contained in the Letter Agreement, without which it would not have contracted (i) such letter agreement including, without limitation,

SMURFIT's agreement to pay the material amount set forth in paragraph 3) thereof, and (ii) the APA. ABH agrees as such to the following:

10.1 ABH may sell, transfer, lease or otherwise dispose of, directly or indirectly, in any manner whatsoever, in whole or in part, any or all of the Facilities (a "Transaction"), to any person, provided (i) in the case of a Transaction involving one or more of the Facilities but not all, the acquirer thereof enters into a wood fiber supply agreement with SMURFIT concurrently with the consummation of a Transaction, pursuant to which the acquirer shall agree to supply Chips, Shavings and Sawdust to SMURFIT on terms (including volumes of Chips, Shavings and Sawdust which are being supplied hereunder from those Facilities which are the subject of a Transaction) which are identical in all material respects to the terms of this Agreement, and (ii) in the case of a Transaction involving all of the Facilities, the acquirer thereof agrees in an assignment and assumption agreement to assume and be bound by the terms and conditions of this Agreement, which assignment and assumption agreement shall be satisfactory to SMURFIT, acting reasonably. Following the consummation of a Transaction referred to in Section 10.1(i) above, the volumes of Chips, Shavings and Sawdust hereunder shall be reduced accordingly.

10.2 This Agreement shall be binding on the subsidiaries, successors and assigns of the parties hereto including, without limitation, any possessors of the Facilities regardless of the manner and nature of their current or future possession. SMURFIT and its successors or assigns may, during the Initial Term and any Extension Term, assign or transfer the rights and obligations of SMURFIT under this Agreement only to an affiliated company that controls or is controlled by SMURFIT and owns or operates the Mill or to a subsequent purchaser of the Mill, it being the intent of the parties that all Fiber shipments called for in this Agreement shall be for delivery to the Mill.

11. Notices:

11.1 All notices provided for in this Agreement shall be in writing signed by the party giving such notice, and delivered personally or sent by overnight courier or messenger with proof of receipt thereof or sent registered or certified mail (air mail if overseas), return receipt requested, or by facsimile transmission, telegram or similar means of communication if confirmed by mail.

11.2 Notices shall be deemed to have been received on the date of personal delivery or telecopy or if sent by certified or registered mail, return receipt requested, shall be deemed to be delivered on the third business day after the date of mailing.

11.3 Notices shall be sent to the following addresses:

Smurfit-Stone Container Canada Inc.
1035 Hodge Street,
Suite A
Montreal, Quebec H4N 2B4
Attn: Senior Counsel, International Affairs and Assistant Secretary

With copies to:

Smurfit-Stone
Usine de la Tuque
1000 Chemin de l'usine
La Tuque, Qc
G9X 3P8
Attention: Forest Resources Manager

Smurfit-Stone
1035 Hodge
Montreal, QC
H4N 2B4
Attn: Senior Counsel, International Affairs and Assistant Secretary

And to:

AbitibiBowater Inc.
1155 Metcalf Street, suite 800
Montreal, QC.
H3B 5H2
Attn: Legal Dept.

Or to such other address or addressee as either party from time to time designate in writing to the other party.

12. Governing Law; Jurisdiction; Venue: The parties hereto agree that all of the provisions of this Agreement and any questions concerning its interpretation and enforcement shall be governed by the Laws of the Province of Quebec and the Laws of Canada applicable therein.

13. Default/Termination:

13.1 If, after written notice and failure to cure, either party should default in making any payment, which is not in contest or dispute between the parties, as and when due, or if either party defaults in any material, non-monetary obligation on its part to be performed hereunder and fails to remedy such default to the reasonable satisfaction of the other party within thirty (30) days after written notice of default from the non-defaulting party (or if thirty (30) days is not sufficient time to remedy, the party has undertaken cure and is diligently attempting to cure said default, all of which additional time shall not trigger a default), the other party may terminate this Agreement, while retaining its right to recover any sums to which it became entitled hereunder prior to such termination.

13.2 The right of termination and other remedies recognized in this Section are in addition to those rights and remedies provided for in Section 8 hereof, and the rights and remedies expressly described in this Agreement shall be the sole and exclusive remedies and rights available to the parties hereunder.

13.3 This Agreement may be terminated at any time by the mutual written agreement of the parties. If the Agreement is so terminated, the parties shall execute a written memorandum of termination.

14. Representations and Warranties:

14.1 Both ABH and SMURFIT represent and warrant that they have full right, title and authority to enter into this Agreement without the consent or joinder of any third party.

14.2 ABH warrants the title to the softwood chips, shavings and sawdust delivered to SMURFIT hereunder and agrees to defend said title against the lawful claims of all persons claiming by, through and under ABH.

15. Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All Exhibits attached hereto are incorporated in and made a part of this Agreement. This Agreement forever terminates, replaces in their entirety, and constitutes a mutual full and final release and discharge of each party hereto in favour of the other in connection with all matters under, the following agreements:

(i) "Contrat d'achat de sciures et rabotures et de rejets de tamisage de copeaux (pin chips)", no 65-74-2001 entered into between Smurfit-Stone Container Canada Inc. and Abitibi-Consolidated Inc. as of April 1, 2001, and any and all supplements, amendments, modifications or extensions, whether verbal or written, made in respect thereof;

(ii) "Contrat d'achat de sciures et rabotures résineuses", no. 65-89-2001 entered into between Smurfit-Stone Container Canada Inc. and Bowater Produits Forestiers du Canada Inc. as of April 1, 2001, and any and all supplements, amendments, modifications or extensions, whether verbal or written, made in respect thereof;

(iii) "Contrat d'achat de rejets de tamisage de copeaux", no. 65-39-2002 entered into between Smurfit-Stone Container Canada Inc. and Bowater Produits Forestiers du Canada Inc. as of August 1, 2002, and any and all supplements, amendments, modifications or extensions, whether verbal or written, made in respect thereof; and

(iv) "Contrat d'achat de rejets de tamisage de copeaux", no. 65-30-2003 entered into between Smurfit-Stone Container Canada Inc. and Bowater Produits Forestiers du Canada Inc. as of April 1, 2003, and any and all supplements, amendments, modifications or extensions, whether verbal or written, made in respect thereof.

16. Headings: The Section headings of this Agreement are only for the purpose of reference and shall not affect the meaning hereof.

17. Attorney's Fees: In the event of litigation arising pursuant to the provisions of this Agreement, the prevailing party shall be entitled to collect reasonable

attorneys' fees from the non-prevailing party and in addition, costs and expenses of such litigation, whether at the trial level or on appeal

IN WITNESS WHEREOF, the companies hereunto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the day and year first above written.

Smurfit-Stone Container Canada Inc.

Smurfit-Stone Container Enterprises, Inc.

AbitibiBowater Inc.