COPY

AGREEMENT

THIS AGREEMENT is dated as of February 23, 1998 by and between SOLUTIA INC. (Client) and BRADLEY-TOWNSEND PUBLIC AFFAIRS (BTPA).

WITNESSETH:

For and in consideration of the agreement set forth below, the parties hereto agree as follows:

1. **Engagement as Consultant:** Client hereby retains and engages BTPA to render Client advice and counsel from time to time as requested by Client during the term of the Agreement in connection with strategic public affairs planning, public relations, community relations, media issues, or other matters identified by Client which are of direct interest to Client. BTPA will not engage in any lobbying activities on behalf of Client.

Specifically, BTPA will undertake a comprehensive assessment and evaluation of significant community issues of interest to Client, which may directly affect its ability to efficiently manage and operate its Alabama manufacturing facilities located in Decatur, Anniston and Foley.

In addition, BTPA shall provide the following services to Client:

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a. Render advice and counsel in regard to external public issues identified by Client which may involve media relations and public relations strategic planning.

b. Monitor public and community issues of interest which may affect Client and advise Client of courses of action to respond to, or manage those issues.

c. Undertake to plan and execute communications, media relations, public relations, community relations, or other programs or special projects or events as assigned by Client to assist Client in achieving goals and objectives.

BTPA hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.

2. **Term:** The term of this Agreement shall be from March 1, 1998 for a period of one year or until February 28, 1999. Any extension of this Agreement past February 28, 1999 shall be at the discretion of Client, with terms and conditions, including compensation, set by mutual agreement between Client and BTPA.

3. **Compensation:** As compensation for the performance by BTPA of its obligations under this Agreement, Client agrees to pay BTPA the sum of $4,500 monthly for its services as outlined above. Payment shall be made monthly, payable on the first day of each month, by Client to BTPA by mailing such payment to BTPA at the following address: 2101 Highland

Avenue, Suite 120, Birmingham, AL 35205. Necessary and reasonable expenses actually incurred by BTPA in performance of services under this Agreement and directly attributable thereto shall be billed to Client by BTPA and shall be paid by Client. BTPA shall consult with Client before incurring any expenses above certain levels as determined by Client.

4. **Nature of the Fees:** It is expressly agreed that no part of the fees paid under this Agreement shall be for participation, or intervention in, any political campaign on behalf of any candidate for public office, or in connection with any attempt to influence the general public, or segment thereof, with respect to legislative matters, elections, or referenda.

5. **Compliance with the Law:** BTPA will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended), rules, regulations, and order of any governmental authority.

6. **No Agency:** It is understood that BTPA is to act as a consultant and advisor to Client and is not an agent of or a co-venturer with Client in any respect. BTPA shall have no right, authority, or power to act for Client, or on Client's behalf.

7. **Confidentiality:** BTPA shall not disclose to any person confidential, proprietary, or any other information concerning Client's business, financial or other affairs.

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8. **Modification:** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and signed by each of the parties hereto.

9. **Entire Agreement:** This instrument constitutes the entire Agreement of the parties with respect to the subject matter written.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year above written.

SOLUTIA INC.

BY: Christy Beckmann

TITLE: VP, Public Affairs

BRADLEY-TOWNSEND PUBLIC AFFAIRS

BY: _____

TITLE: PRESIDENT

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