

Exhibit A

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter called the "MOU") is made by and between :

TOTAL ADDITIFS ET CARBURANTS SPECIAUX S.A.S., a company registered under the laws of France with its principal place of business at 3, place du Bassin, 69700 Givors, France, represented by Mr. Philippe Charleux, Managing Director, hereinafter called "Total ACS "

and

POLAR MOLECULAR CORPORATION, a Delaware corporation, with its principal place of business at 4610 S. Ulster Street, Suite 150, Denver, Colorado 80237, USA, represented by Mr. Mark Nelson , President & CEO hereinafter called " PMC "

WHEREAS :

Total ACS, a company of the Total Group, possesses the technical competence, knowledge, experience and owns the appropriate processes for the development of gasoline and diesel fuel additives (hereinafter called the " TACS Additives ").

PMC has developed and is currently marketing the Duralt FC additive technology for diesel and gasoline fuel which is designed to reduce octane requirement increases and combustion chamber deposits in gasoline engines and to improve combustion in diesel fuels (hereinafter called the " PMC Additives ").

PMC had concluded on September 11th 2001 a marketing agreement (hereinafter called the "Marketing Agreement") with Elf Antar France, which was a company of the Total Group. The business and activities of Elf Antar France concerned by the Marketing Agreement have been later taken over by Total ACS.

PMC and Total ACS agreed on June 8th, 2009 to terminate the Marketing Agreement as of September 10th, 2009. However, the obligations of PMC and Total ACS, as successor in business to Ef Antar France, which were designed to survive the termination of the Marketing Agreement remain binding in accordance with their terms under the Marketing Agreement.

PMC and Total ACS are willing, however, to examine the possibilities and the feasibility of building a new relationship of cooperation beyond the Marketing Agreement which will soon expire. PMC and Total ACS are ready to jointly investigate updated areas of cooperation.

P.C.
[Signature]

Now, therefore, Total ACS and PMC (hereinafter called the " Parties " or each of them individually the " Party " as the case may be), in consideration of the above, hereby agree as follows :

1. SCOPE OF COOPERATION

The Parties hereby agree to jointly undertake the following tasks :

- Identify areas where cooperation of the Parties for the development of formulations based on the combination of TACS Additives and PMC Additives (hereinafter the "Combined Additives") is likely to be the most beneficial ;
- Assess the feasibility of the development of Combined Additives in commercial packages ;
- Assess the feasibility of the development of Combined Additives in aftermarket packages ;
- Determine the geographical areas where the development of Combined Additives is likely to be the most fruitful ;
- For each one of the above mentioned tasks, obtain the required information for the establishment of a business plan : market information, supply scenarios, sales scenarios, investments required, if any, global economic analysis, etc

All the above tasks shall be defined as the "Project".

2. COSTS

Each Party shall bear its own individual costs for the carrying out of the Project. However, if both Parties consider necessary to engage a third party to carry out a specific assignment, the costs of such third party shall be shared equally between the Parties.

3. CHARACTERISTICS OF THE MOU

- 3.1 The Parties agree that the MOU is not binding on the Parties to enter into any kind of cooperation in the field of Combined Additives, but only to jointly undertake the Project within the framework of the provisions of the MOU, in order to determine, at each Party's discretion, whether a cooperation between the Parties is feasible and desirable. If either Party declares that the realization of such cooperation or the realization of any other form of cooperation is unfeasible or undesirable, it shall be fully free to do so and shall notify its decision to the other Party. Such decision shall

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cause the immediate termination of the MOU (except for the survival of the confidentiality obligations of Section 4 herebelow) and shall not have any negative effects for the resigning Party and no damages shall be demanded from the resigning Party whatsoever. In addition, the Parties agree that such a decision shall not influence the future relationship between them and shall not prevent further or new cooperation between them in the future.

- 3.2 This MOU shall constitute neither a partnership between the Parties, nor a company, nor a joint venture, nor a supply contract but merely an intention between the Parties to examine the feasibility or non-feasibility of a cooperation in the field of Combined Additives.

4. INFORMATION AND CONFIDENTIALITY

The technical, financial and marketing information deemed by either Party to be necessary for the Project shall be made available to the other Party.

All information exchanged between the Parties under the MOU and / or in connection with the Project shall neither be disclosed without the prior written consent of the disclosing Party of the information, nor used in any way by the receiving Party outside the scope of the MOU, except for that information which :

- becomes publicly available or enters the public domain from other sources ; or
- was already in the ownership or has been lawfully acquired by the receiving Party prior to its supply by the disclosing Party ; or
- is rightfully received by the receiving Party from a third party not bound by any obligation of confidentiality to the disclosing Party ; or
- is subject to compulsory disclosure by legal process.

In addition, neither Party shall disclose the existence and the terms of the MOU, except the necessary disclosures pursuant to applicable stock exchange rules or upon the compulsory request of regulatory agencies.

The above obligation of confidentiality and non-use shall be binding upon the Parties as long as the present MOU remains in force and for 5 (five) years after termination thereof, regardless of the cause for its termination.

5. DURATION

The present MOU shall remain in full force and effect between the Parties until March 31st, 2010. It may then be extended upon mutual written agreement of both Parties.

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6. APPLICABLE LAW

This MOU and the validity, interpretation and performance thereof shall be governed by and construed in accordance with the substantive laws of Switzerland (canton of Geneva) without the application of the rules of conflict of law thereof. Any dispute relative to the validity, interpretation and performance of this MOU shall be finally settled under the rules of arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules. The arbitration shall take place in Geneva, Switzerland. The chairman of the arbitral tribunal shall be a lawyer. The language to be used in the arbitral proceedings shall be English. Each Party shall have the right to request from any competent jurisdiction interim or conservative measures.

In witness whereof, the Parties have caused their respective representatives to sign this MOU in two originals on July 16, 2009.

TOTAL ACS
Philippe Charleux

PMC
Mark Nelson

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