UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **June 21, 2011**

CHINA YOUTH MEDIA, INC.

(Exact name of registrant as specified in its charter)

Commission File Number: **000-33067**

Delaware	**87-0398271**
(State or other jurisdiction of incorporation)	(I.R.S. Employer Identification No.)
3301 30th Avenue S **Grand Forks, North Dakota**	**58201-6009**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(701) 757-1066**

13428 Maxella Ave. #342, Marina Del Rey, CA 90292
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On June 7, 2011, we filed a Current Report on Form 8-K, reporting that we had entered into an Agreement and Plan of Merger (the "Merger Agreement") with Midwest Energy Emissions Corp., a North Dakota corporation ("Midwest"), pursuant to which at closing China Youth Media Merger Sub, Inc. (our wholly owned subsidiary formed for the purpose of such transaction) would merge into Midwest, the result of which is that Midwest would become our wholly-owned subsidiary (the "Merger").

Midwest is engaged in the business of developing and commercializing state of the art control technologies relating to the capture and control of mercury emissions from coal fired boilers in the United States and Canada.

We closed the Merger (the "Closing") effective on June 21, 2011 (the "Closing Date"). As a result of the Closing and the Merger, all of the outstanding shares of common stock of Midwest were exchanged for 10,000 shares of our newly created Series B Convertible Preferred Stock (the "Merger Shares"). The former shareholders of Midwest will, upon conversion of all the Merger Shares (which is automatic upon the filing of an amendment to our articles of incorporation to create enough authorized but unissued common stock), own 90.0% of the Company's issued and outstanding common stock which are deemed issued and outstanding as of the Closing Date after giving effect to the Merger and conversion.

The Merger Agreement also provides that 15% (or 1,500 shares) of the Merger Shares shall be held in escrow (the "Escrowed Shares") following the Closing for up 150 days and will be released upon achievement of the following performance milestones:

- we raise a minimum of $1,000,000 at an enterprise valuation of at least $25,000,000 within 90 days of the Closing Date (the "Raise Period");
- to the extent a shortfall occurs a pro rata adjustment will be made based on the amount raised and the enterprise valuation; and
- to the extent we raise at least $250,000 within the Raise Period, such Raise Period shall be extended 60 days.

In the event the performance milestones have not been achieved by the end of the Raise Period (as may be extended), all of the Escrowed Shares or such appropriate portion thereof pursuant to the performance milestones provided herein shall be cancelled and returned to treasury. Notwithstanding the foregoing, unless all of the Escrowed Shares have been returned to us and cancelled at the end of the Raise Period, such remaining Escrowed Shares shall continue to be held in escrow for a period of six (6) months from Closing.

Our board of directors now consists of two members, namely Jay Rifkin and Richard MacPherson (the "Directors"). Biographical information regarding the Directors is set forth in Item 5.02 below.

The foregoing description of the Merger Agreement is qualified in its entirety by the full text of the document which is filed as Exhibit 10.1 to our Current Report on Form 8-K, dated June 1, 2011 and filed with the Commission on June 7, 2011.

In connection with the Closing, 3253517 Nova Scotia Limited, a company controlled by Richard MacPherson (and the owner of 8,215 of the Merger Shares) entered into a voting agreement (the "Voting Agreement") authorizing Jay Rifkin to vote the shares of stock held by 3253517 Nova Scotia Limited on specific matters, namely any amendments to our articles of incorporation, any mergers, sales of substantially all of our assets, and increases in the number of our authorized shares or issuance of any additional shares of preferred stock. The Voting Agreement has a term of the earlier of (i) 24 months from the Closing Date, or (ii) 6 months after we have raised a minimum of $5,000,000, or have achieved an EBITDA of $1,000,000. Notwithstanding the foregoing, the approval of Jay Rifkin is not required for a reverse stock split of our Common Stock at a ratio up to 1-for-61.

The foregoing description of the Voting Agreement is qualified in its entirety by the full text of the document which is filed as Exhibit 10.6 to this Current Report on Form 8-K.

Further, in connection with the Closing, Richard MacPherson entered into an agreement (the "Nomination Agreement") providing that for a period limited to the earlier of (i) 24 months, or (ii) 6 months after we have raised a minimum of $5,000,000, or have achieved an EBITDA of $1,000,000, he (A) will, at any time that directors are to be elected, use his best efforts to cause the board of directors to nominate and recommend Jay Rifkin as a proposed member of the board of directors, and (B) shall in his capacity as a stockholder cause any stockholder in which he is an affiliate, at any time directors are to be elected, to vote in favor of the election of Jay Rifkin as a member of the board of directors.

The foregoing description of the Nomination Agreement is qualified in its entirety by the full text of the document which is filed as Exhibit 10.7 to this Current Report on Form 8-K.

Item 1.02 Termination of a Material Definitive Agreement.

On June 21, 2011, we entered into an agreement with Jay Rifkin, our Chief Executive Officer, to terminate his Employment Agreement dated as of November 2, 2009 and effective as of July 1, 2009 (the "Employment Agreement"), effective immediately. Neither us or Mr. Rifkin shall have any further responsibility or liability under the Employment Agreement, except as we have otherwise agreed pursuant to the Merger Agreement. The consideration Jay Rifkin is receiving pursuant to the Merger Agreement and related documents is deemed to be in full payment for all amounts owed Jay Rifkin under the Employment Agreement.

Item 2.01 Completion of Acquisition or Disposition of Assets.

See our description of the Merger in Item 1.01, above.

Pursuant to the terms of the Merger Agreement, we were required to spin-off, liquidate, or be in the process of spinning-off or liquidating to the satisfaction of Midwest, all of our subsidiaries. As of the Closing, our management has elected to liquidate the subsidiaries and dissolve the corporate entities.

Item 3.02 Unregistered Sales of Equity Securities.

Merger Shares

In connection with the Merger Agreement, we issued an aggregate of 10,000 shares of our Series B Convertible Preferred Stock to the former Midwest shareholders. Each share of Series B Convertible Preferred Stock will automatically convert into Three Hundred One Thousand Two Hundred Fifty Five (301,255) shares of our Common Stock, representing Three Billion Twelve Million Five Hundred Fifty Thousand (3,012,550,000) shares in the aggregate, upon the effectiveness of a Certificate of Amendment to our Articles of Incorporation sufficient to increase our authorized common stock to allow for the conversion. The Series B Convertible Preferred Stock is restricted in accordance with Rule 144. The issuance was exempt from registration pursuant to Section 4(2) of the Securities Act of 1933.

Debt Conversions

Prior to the Closing of the Merger, we agreed to issue 39,774,247 shares of our Common Stock to Mojo Music, Inc. ("Mojo Music") in connection with the conversion of $198,871 in principal and accrued interest associated with an outstanding promissory note and 21,439,062 shares of our Common Stock to Rebel Holdings, LLC ("Rebel Holdings") in connection with the conversion of $107,195 of debt associated with outstanding promissory notes at a conversion rate of $0.005 per share. Both Mojo Music and Rebel Holdings are beneficially owned and controlled by Jay Rifkin, one of our directors and our Chief Executive Officer at the time of the transactions. We agreed to issue Jay Rifkin an aggregate of 34,882,706 shares of our Common Stock as payment for $174,414 of accrued salary and unreimbursed expenses at a value of $0.005 per share.

In addition, we agreed to issue 66,800,000 shares of our Common Stock to Year of the Golden Pig, LLC ("Golden Pig") in connection with the conversion of $334,000 in principal and accrued interest associated with an outstanding promissory note at a conversion rate of $0.005 per share. Golden Pig is beneficially owned and controlled by Dennis Pelino. We also agreed to issue an aggregate of 12,800,000 shares of our Common Stock to two former employees as payment for accrued salaries totaling $64,000 at a value of $0.005 per share, which includes 800,000 shares to the wife of Jay Rifkin as payment for accrued salary of $4,000.

The foregoing issuances of our securities were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933.

Item 5.01 Changes in Control of Registrant.

The following table sets forth certain information, as of the Closing, with respect to the beneficial ownership of (1) 10,000 shares of Series B Convertible Preferred Stock held by the Midwest stockholders, (2) the 3,012,550,000 shares of our Common Stock held by the Midwest shareholders assuming conversion of all Series B Convertible Preferred Stock into Common Stock, and (3) the fully—diluted 3,347,277,476 shares of our Common Stock issued and outstanding following conversion. Except as otherwise indicated, each of the stockholders listed below has sole voting and investment power over the shares beneficially owned.

Name of Beneficial Owner	Number of Shares of Series B Preferred	Percent of Classes	Number of Shares of Common Stock on Conversion	Percent of Combined Classes[1]
3253517 Nova Scotia Limited[2]	8,215	82.15%	2,474,809,825	73.94%
Macaya Ecopreneur Ventures (MEVC)[3] Corp.[2]	1,000	10.00%	301,255,000	9.00%
StratTech Solutions, LLC	200	2.00%	60,251,000	1.80%
Christine Doris Foley	210	2.10%	63,263,550	1.89%
Michael Joseph Foley	90	0.90%	27,112,950	0.81%
Ruth Elaine Bakker	100	1.00%	30,125,500	0.90%
James C. Trettel	50	0.50%	15,062,750	0.45%
Christine Sutherland	25	0.25%	7,531,375	0.23%
Clayton Park Medical Clinic	20	0.20%	6,025,100	0.18%
Granville Developments Corporation	20	0.20%	6,025,100	0.18%
Jeff Sproule	20	0.20%	6,025,100	0.18%
Adnant, LLC	50	0.50%	15,062,750	0.45%
	10,000	100.00%	3,012,550,000	90.00%

(1) Percentage based on total issued and outstanding shares of Common Stock following conversion of all Series B Convertible Preferred Stock and taking into account 334,727,476 shares of our Common Stock currently issued and outstanding and held by our shareholders on the Closing Date.
(2) Richard MacPherson is the controlling principal of 3253517 Nova Scotia Limited.
(3) Patrick Glémaud is the controlling principal of Macaya Ecopreneur Ventures (MEVC) Corp.

As a result of the Merger and the issuance of the Series B Convertible Preferred Stock, the former shareholders of Midwest, as a group, now have voting control of the Company. In addition, Richard MacPherson, a former Midwest shareholder, has been appointed to serve as one of our directors.

As reported in Item 1.01 above, 3253517 Nova Scotia Limited (a company controlled by Richard MacPherson) and Jay Rifkin, have entered into the Voting Agreement authorizing Jay Rifkin to vote the shares of stock held by 3253517 Nova Scotia Limited on specific matters, namely any amendments to our articles of incorporation, any mergers, sales of substantially all of our assets, and increases in the number of our authorized shares or issuance of any additional shares of preferred stock. The Voting Agreement has a term of the earlier of (i) 24 months from the Closing Date, or (ii) 6 months after we have raised a minimum of $5,000,000, or have achieved an EBITDA of $1,000,000. Notwithstanding the foregoing, the approval of Jay Rifkin is not required for a reverse stock split of our Common Stock at a ratio up to 1-for-61.

The foregoing description of the Voting Agreement is qualified in its entirety by the full text of the document which is filed as Exhibit 10.6 to this Current Report on Form 8-K.

Further, in connection with the Closing, Richard MacPherson entered into the Nomination Agreement providing that for a period limited to the earlier of (i) 24 months, or (ii) 6 months after we have raised a minimum of $5,000,000, or have achieved an EBITDA of $1,000,000, he (A) will, at any time that directors are to be elected, use his best efforts to cause the board of directors to nominate and recommend Jay Rifkin as a proposed member of the board of directors, and (B) shall in his capacity as a stockholder cause any stockholder in which he is an affiliate, at any time directors are to be elected, to vote in favor of the election of Jay Rifkin as a member of the board of directors.

The foregoing description of the Nomination Agreement is qualified in its entirety by the full text of the document which is filed as Exhibit 10.7 to this Current Report on Form 8-K.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

As a condition to the consummation of the Merger, David M. Kaye, Alice M. Campbell, and William B. Horne resigned as directors. In addition, Jay Rifkin resigned as an officer, but will remain as a director. Also as a condition to the consummation of the Merger, the following individuals were appointed as officers and directors effective June 21, 2011:

Name	Age	Position
Richard MacPherson	56	Chairman of the Board, President, Secretary, and Treasurer

John F. Norris, Jr.	62	Chief Executive Officer

Richard A. MacPherson, age 56, became a director and our Chairman of the Board, President, Secretary, and Treasurer on June 21, 2011. Mr. MacPherson is the founder of Midwest Energy Emissions Corp. and had been its Chief Executive Officer since 2008.

From 1999 to 2010, Mr. MacPherson was the owner and chief executive officer of Crossgrain Communications, Inc., a consulting firm offering a broad scope of business management services to regional and national companies including the management of the research and development of testing of various technologies across North America. From 1999 to 2001, he was also the Director of Business Development for Pantellic Corporation, San Francisco, CA.

John F. Norris, Jr., age 62, became our Chief Executive Officer on June 21, 2011. A Senior Executive with more than 30 years of experience in the electric utilities industry, Mr. Norris was the President and Chief Executive Officer of Fuel Tech (FTEK) from June 2006 to April 1, 2010. Previously, Mr. Norris had been a private consultant to clients in energy related industries, since 2003; Senior Vice President, Operations and Technical Services of American Electric Power from 1999 until 2003; President and Chief Operating Officer of the American Bureau of Shipping Group during 1999; and he was associated with Duke Energy Corporation from 1982 until 1999 in positions from Assistant Engineer to Senior Vice President, Chairman and Chief Executive Officer of Duke Energy Global Asset Development.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Midwest. Financial statements required by this item are included as Exhibits 99.1 and 99.2.

(b) Proforma financial information. Proforma financial statements required by this item will be filed by amendment not later than 75 calendar days after the transaction reported in this Form 8-K.

(d) Exhibits.

Exhibit No.	Description
3.1	Certificate of Designation of the Series B Convertible Preferred Stock
10.1(1)	Agreement and Plan of Merger dated as of June 1, 2011 among China Youth Media, Inc., China Youth Media Merger Sub, Inc. and Midwest Energy Emissions Corp.
10.2	Supplemental Agreement to the Agreement and Plan of Merger dated June 21, 2011
10.3	Acceptance and Waiver to the Agreement and Plan of Merger dated June 21, 2011
10.4	Escrow Agreement dated June 21, 1011
10.5	Certificate of Merger dated June 21, 1011
10.6	Voting Agreement dated June 21, 2011
10.7	Nomination Agreement dated June 21, 2011
10.8	Termination Agreement dated June 21, 2011
99.1	Midwest Energy Emissions Corp. audited financial statements for the years ended December 31, 2010 and 2009 and the cumulative period from inception (December 17, 2008) to December 31, 2010
99.2	Midwest Energy Emissions Corp. unaudited financial statements for the periods ended March 31, 2011 and December 31, 2010 and for the period from inception (December 17, 2008) to March 31, 2011.

(1) Incorporated by reference from our Current Report on Form 8-K dated June 1, 2011 and filed with the Commission on June 7, 2011.

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 hereunto duly authorized.

CHINA YOUTH MEDIA, INC.
(Registrant)

Dated: June 27, 2011

By: */S/ Richard MacPherson*
Name: **Richard MacPherson**
Title: **President**

EXHIBIT 3.1

CERTIFICATE OF DESIGNATION
OF THE RIGHTS, PREFERENCES, PRIVILEGES,
AND RESTRICTIONS, WHICH HAVE NOT BEEN SET
FORTH IN THE CERTIFICATE OF INCORPORATION
OR IN ANY AMENDMENT THERETO,
OF THE
SERIES B CONVERTIBLE PREFERRED STOCK
OF
CHINA YOUTH MEDIA, INC.

(Pursuant to Section 151 of the General Corporation Law of Delaware)

The undersigned, Jay Rifkin, does hereby certify that:

A. He is the duly elected and acting Chief Executive Officer and Secretary of China Youth Media, Inc., a Delaware corporation (the "Corporation").

B. Pursuant to the Unanimous Written Consent of the Board of Directors of the Corporation dated June 20, 2011, the Board of Directors duly adopted the following resolutions:

WHEREAS, the Certificate of Incorporation of the Corporation authorizes a class of stock designated as Preferred Stock, with a par value of $0.001 per share (the "Preferred Class"), comprising Two Million (2,000,000) shares and provides that the Board of Directors of the Corporation may fix the terms, including any dividend rights, dividend rates, conversion rights, voting rights, rights and terms of any redemption, redemption, redemption price or prices, and liquidation preferences, if any, of the Preferred Class;

WHEREAS, the Corporation has previously established a series of stock known as the Series A Convertible Preferred Stock, consisting of 500,000 shares, none of which are issued and outstanding as of the date hereof A Certificate of Designation was previously filed with the Delaware Secretary of State on May 23, 2008, setting forth the rights, preferences, privileges, restrictions, and other matters relating to the Series A Convertible Preferred Stock;

WHEREAS, the Board of Directors believes it in the best interests of the Corporation to create a second series of preferred stock consisting of 10,000 shares and designated as the "Series B Convertible Preferred Stock" having certain rights, preferences, privileges, restrictions, and other matters relating to the Series B Convertible Preferred Stock.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby fix and determine the rights, preferences, privileges, restrictions, and other matters relating to the Series B Convertible Preferred Stock as follows:

1. Definitions. For purposes of this Certificate of Designation, the following definitions shall apply:

1.1 "Board" shall mean the Board of Directors of the Corporation.

1.2 "Corporation" shall mean China Youth Media, Inc., a Delaware Corporation.

1.3 "Common Stock" shall mean the common stock, $0.001 par value per share, of the Corporation.

1.4 "Common Stock Dividend" shall mean a stock dividend declared and paid on the Common Stock that is payable in shares of Common Stock.

1.5 "Conversion Date" shall have the meaning set forth in Section 4.2.

1.6 "Distribution" shall mean the transfer of cash or property by the Corporation to one or more of its stockholders without consideration, whether by dividend or otherwise (except a dividend in shares of Corporation's stock).

1.7 "Holder" shall mean a holder of the Series B Convertible Preferred Stock.

1.8 "Merger Agreement" shall mean the Agreement and Plan of Merger dated as of June 1, 2011 among the Corporation, China Youth Media Merger Sub, Inc. and Midwest Energy Emissions Corp.

1.9 "Original Issue Date" shall mean the date on which the first share of Series B Convertible Preferred Stock is issued by the Corporation.

1.10 "Original Issue Price" shall mean $10.00 per share for the Series B Convertible Preferred Stock.

1.11 "Person" shall mean an individual, a corporation, a partnership, an association, a limited liability company, an unincorporated business organization, a trust or other entity or organization, and any government or political subdivision or any agency or instrumentality thereof.

1.12 "Series A Convertible Preferred Stock" shall mean the Series A Convertible Preferred Stock, $0.001 par value per share, of the Corporation.

1.13 "Series B Convertible Preferred Stock" shall mean the Series B Convertible Preferred Stock, $0.001 par value per share, of the Corporation.

1.14 "Subsidiary" shall mean any corporation or limited liability company or corporation of which at least fifty percent (50%) of the outstanding voting stock or membership interests, as the case may be, is at the time owned directly or indirectly by the Corporation or by one or more of such subsidiary corporations.

2. Dividend Rights.

2.1 In each calendar year, the holders of the then outstanding Series B Convertible Preferred Stock shall be entitled to receive, when, as and if declared by the Board, out of any funds and assets of the Corporation legally available therefore, noncumulative dividends in an amount equal to any dividends or other Distribution on the Common Stock in such calendar year (other than a Common Stock Dividend). No dividends (other than a Common Stock Dividend) shall be paid, and no Distribution shall be made, with respect to the Common Stock unless dividends in such amount shall have been paid or declared and set apart for payment to the holders of the Series B Convertible Preferred Stock simultaneously. Dividends on the Series B Convertible Preferred Stock shall not be mandatory or cumulative, and no rights or interest shall accrue to the holders of the Series B Convertible Preferred Stock by reason of the fact that the Corporation shall fail to declare or pay dividends on the Series B Convertible Preferred Stock, except for such rights or interest that may arise as a result of the Corporation paying a dividend or making a Distribution on the Common Stock in violation of the terms of this Section 2.

2.2 Participation Rights. Dividends shall be declared pro rata on the Common Stock and the Series B Convertible Preferred Stock on a pari passu basis according to the number of shares of Common Stock held by such holders, where each holder of shares of Series B Convertible Preferred Stock is to be treated for this purpose as holding the number of shares of Common Stock to which the holders thereof would be entitled if they converted their shares of Series B Convertible Preferred Stock at the time of such dividend in accordance with Section 4 hereof.

2.3 Non-Cash Dividends. Whenever a dividend or Distribution provided for in this Section 2 shall be payable in property other than cash (other than a Common Stock Dividend), the value of such dividend or Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board.

3 . Liquidation Rights. In the event of any liquidation, dissolution, or winding up of the Corporation; whether voluntary or involuntary, the funds and assets of the Corporation that may be legally distributed to the Corporation's shareholders (the “Available Funds and Assets”) shall be distributed to shareholders in the following manner:

3.1 Series B Convertible Preferred Stock. The holders of each share of Series B Convertible Preferred Stock then outstanding shall be entitled to be paid, out of the Available Funds and Assets, and prior and in preference to any payment or Distribution (or any setting apart of any payment or Distribution) of any Available Funds and Assets on any shares of Common Stock, and equal in preference to any payment or Distribution (or any setting apart of any payment or Distribution) of any Available Funds and Assets on any shares of a subsequent series of preferred stock, an amount per share equal to the Original Issue Price of the Series B Convertible Preferred Stock plus all declared but unpaid dividends on the Series B Convertible Preferred Stock. If upon any liquidation, dissolution, or winding up of the Corporation, the Available Funds and Assets shall be insufficient to permit the payment to holders of the Series B Convertible Preferred Stock of their full preferential amount as described in this subsection, then all of the remaining Available Funds and Assets shall be distributed among the holders of the then outstanding Series B Convertible Preferred Stock pro rata, according to the number of outstanding shares of Series B Convertible Preferred Stock held by each holder thereof.

3.2 Merger or Sale of Assets. A reorganization or any other consolidation or merger of the Corporation with or into any other corporation, or any other sale of all or substantially all of the assets of the Corporation, shall not be deemed to be a liquidation, dissolution, or winding up of the Corporation within the meaning of this Section 3 and the Series B Convertible Preferred Stock shall be entitled only to the rights contained in this Section 3.

3.3 Non-Cash Consideration. If any assets of the Corporation distributed to shareholders in connection with any liquidation, dissolution or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined by the Board.

4. Conversion Rights.

4.1 Conversion of Preferred Stock. Each share of Series B Convertible Preferred Stock shall automatically convert, without any action on the part of the Holder, into Three Hundred One Thousand Two Hundred Fifty Five (301,255) fully paid and nonassessable shares of Common Stock of the Company, upon the effectiveness of a Certificate of Amendment filed with the Delaware Secretary of State sufficient to increase the authorized Common Stock of the Company to allow for the conversion of all the Series B Convertible Preferred Stock . Such date shall be referred to herein as the "Conversion Date."

4.2 Procedures for Exercise of Conversion Rights. As promptly as practicable after the Conversion Date, but not later than ten (10) business days thereafter, the Company shall issue and deliver to or upon the written order of such Holder, at such office or other place designated by the Company, a certificate or certificates for the number of full shares of Common Stock to which such Holder is entitled. The Holder shall be deemed to have become a shareholder of record on the Conversion Date.

4.3 No Fractional Shares. No fractional shares of Common Stock or scrip shall be issued upon conversion of shares of Series B Convertible Preferred Stock. The number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series B Convertible Preferred Stock. Any fractional shares of Common Stock which would otherwise be issuable upon conversion of the shares of Series B Convertible Preferred Stock will be rounded up to the next whole share.

4.4 Payment of Taxes for Conversions. The Company shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion pursuant hereto of Series B Convertible Preferred Stock. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series B Convertible Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the person requesting such issue has paid to the Company the amount of any such tax, or has established, to the satisfaction of the Company, that such tax has been paid.

4.5 Status of Common Stock Issued Upon Conversion. All shares of Common Stock which may be issued upon conversion of the shares of Series B Convertible Preferred Stock will upon issuance by the Company be validly issued, fully paid, and nonassessable and free from all taxes, liens, and charges with respect to the issuance thereof.

4.6 Status of Converted Preferred Stock. In case any shares of Series B Convertible Preferred Stock shall be converted pursuant to this Section 4, the shares so converted shall be canceled and shall not be issuable by the Company.

4.7 Reservation of Common Stock. The Company shall at all times reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the Series B Convertible Preferred Stock, the full number of shares of Common Stock deliverable upon the conversion of all shares of Series B Convertible Preferred Stock from time to time outstanding. Notwithstanding the foregoing, as of the date hereof the Company does not have sufficient authorized but unissued shares of Common Stock to satisfy the conversion provisions hereof; the Company will use commercially reasonable efforts to amend its Certificate of Incorporation to increase its authorized common stock after the Original Issuance Date.

4.8 Registration or Listing of Shares of Common Stock. If any shares of Common Stock to be reserved for the purpose of conversion of shares of Series B Convertible Preferred Stock require registration or listing with, or approval of, any governmental authority, stock exchange, or other regulatory body under any federal or state law or regulation or otherwise, before such shares may be validly issued or delivered upon conversion, the Company will in good faith and as expeditiously as possible endeavor to secure such registration, listing, or approval, as the case may be.

5. Adjustment of Conversion Price.

5.1 General Provisions. In case, at any time after the date hereof, of any capital reorganization, or any reclassification of the stock of the Corporation (other than a change in par value or as a result of a stock dividend or subdivision, split, or combination of shares), or the consolidation or merger of the Corporation with or into another person (other than a consolidation or merger in which the Corporation is the continuing entity and which does not result in any change in the Common Stock), or of the sale or other disposition of all or substantially all the properties and assets of the Corporation as an entirety to any other person, the shares of Series B Convertible Preferred Stock shall, after such reorganization, reclassification, consolidation, merger, sale, or other disposition, be convertible into the kind and number of shares of stock or other securities or property of the Corporation or of the entity resulting from such consolidation or surviving such merger or to which such properties and assets shall have been sold or otherwise disposed to which such Holder would have been entitled if immediately prior to such reorganization, reclassification, consolidation, merger, sale, or other disposition it had converted its shares of Series B Convertible Preferred Stock into Common Stock. The provisions of this section 5.1 shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales, or other dispositions.

5.2 No Impairment. The Corporation will not, through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or any other voluntary action, including amending this Certificate of Designation, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Series B Convertible Preferred Stock against impairment. This provision shall not restrict the Corporation from amending its Articles of Incorporation in accordance with the General Corporation Law of Delaware and the terms hereof.

6. Call Provisions. The Series B Convertible Preferred Stock shall not be callable by the Company.

7. Redemption. The Series B Convertible Preferred Stock shall not be redeemable by the Company.

8. Notices. Any notices required by the provisions of this Certificate of Designation to be given to the holders of shares of Series B Convertible Preferred Stock shall be deemed given if sent by facsimile or overnight courier to the address appearing on the books of the Corporation, and shall be conclusively deemed given at the time of delivery if made during normal business hours, otherwise notice shall be deemed given on the next business day.

9. Voting Provisions. Each share of Series B Convertible Preferred Stock shall be entitled to the number of votes to which the holders thereof would be entitled if they converted their shares of Series B Convertible Preferred Stock at the time of voting in accordance with Section 4 hereof.

10. Protective Provisions. The Company may not take any of the following actions without the approval of a majority of the holders of the outstanding Series B Convertible Preferred Stock: (i) alter or change the rights, preferences, or privileges of the Series B Convertible Preferred Stock, (ii) increase or decrease the number of authorized shares of Series B Convertible Preferred Stock, or (iii) authorize the issuance of securities having a preference over the Series B Convertible Preferred Stock.

[signature page to follow]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation of Series B Convertible Preferred Stock to be duly executed by its Chief Executive Officer and attested to by its Secretary this 21st day of June, 2011

/S/ Jay Rifkin
By: Jay Rifkin
Its: Chief Executive Officer

/S/ Jay Rifkin
By: Jay Rifkin
Its: Secretary

EXHIBIT 10.2

SUPPLEMENTAL AGREEMENT

Reference is hereby made to the Agreement and Plan of Merger, dated as of June 1, 2011 (the "Agreement"), among China Youth Media, Inc., a Delaware Corporation ("CHYU"), China Youth Media Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of CHYU ("Merger Sub"), and Midwest Energy Emissions Corp., a North Dakota corporation (the "Company"). CHYU, Merger Sub and the Company are collectively referred to herein as the "Parties."

Notwithstanding anything to the contrary contained therein, the Parties hereby agree that all past and present directors and officers of CHYU are entitled to rely upon the representations, warranties and covenants of the Parties contained in the Agreement, including but not limited to the representations, warranties and covenants with respect to Indemnification and Directors and Officers Insurance, and the benefits conferred therein and thereby, and all such past and present directors and officers of CHYU shall be deemed third party beneficiaries of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the 21st day of June, 2011.

CHINA YOUTH MEDIA, INC.,
A DELAWARE CORPORATION

By: /S/Jay Rifkin
Name: Jay Rifkin
Title: Chief Executive Officer

CHINA YOUTH MEDIA MERGER SUB, INC.,
A DELAWARE CORPORATION

By: /S/Jay Rifkin
Name: Jay Rifkin
Title: Chief Executive Officer

MIDWEST ENERGY EMISSIONS CORP.,
A NORTH DAKOTA CORPORATION

By: /S/Richard MacPherson
Name: Richard MacPherson
Title: Chief Executive Officer

EXHIBIT 10.3

ACCEPTANCE AND WAIVER

Reference is hereby made to that certain Agreement and Plan of Merger (the "Agreement") dated as of June 1, 2011 among China Youth Media, Inc., China Youth Media Merger Sub, Inc., and Midwest Energy Emissions Corp. (the "Company").

The undersigned hereby accepts the delivery of (a) the audited balance sheets of the Company as of December 31, 2009 and 2010 and the related audited statements of income, statements of cash flows and changes in stockholders' equity for the years then ended, and the notes relating thereto, and (b) the unaudited balance sheets of the Company as of April 30, 2011, and the related unaudited statements of income, statements of cash flows and changes in stockholders' equity for the four month periods ended April 30, 2011 and 2010, and the notes relating thereto, in full compliance of the requirements set forth in Section 7.8 of the Agreement, and hereby waives any other condition in the Agreement contrary thereto.

Dated as of June 21, 2011

CHINA YOUTH MEDIA, INC.,

By: /S/Jay Rifkin
Name: Jay Rifkin
Title: Chief Executive Officer

CHINA YOUTH MEDIA MERGER SUB, INC.,
By: /S/Jay Rifkin
Name: Jay Rifkin
Title: Chief Executive Officer

EXHIBIT 10.4

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made as of June 21, 2011, by and among China Youth Media, Inc., a Delaware corporation (the "Company"), 3253517 Nova Scotia Limited, a corporation organized under the laws of the province of Nova Scotia (the "Stockholder"), and Kaye Cooper Fiore Kay & Rosenberg, LLP, a New Jersey limited liability partnership (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the Company has entered into an Agreement and Plan of Merger (the "Merger Agreement") dated as of June 1, 2011 with Midwest Energy Emissions Corp., a North Dakota corporation ("Midwest"), pursuant to which at closing (the "Closing Date") China Youth Media Merger Sub, Inc. (a wholly owned subsidiary of the Company formed for the purpose of such transaction) will merge into Midwest, which will result in Midwest becoming a wholly-owned subsidiary of the Company (the "Merger") (capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement);

WHEREAS, as a result of the Merger, among other matters, all outstanding shares of common stock of Midwest (the "Midwest Common Stock") shall be converted, by virtue of the Merger, into such number of shares of Series B Convertible Preferred Stock, $0.001 par value, of the Company (the "Merger Shares") so, that the holders of all outstanding shares of Midwest Common Stock will upon conversion of the Merger Shares own 90.0% of the Company's issued and outstanding capital stock as of the Closing Date after giving effect to the Merger (the "Effective Time Capitalization");

WHEREAS, pursuant to the terms of the Merger Agreement, the Company and the Stockholder have agreed to escrow certain of the Merger Shares pending satisfaction of performance milestones in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. *Deposit of Stock*. Concurrently with the execution and delivery of this Agreement, the Stockholder shall deliver to the Escrow Agent such number of Merger Shares issued to the Stockholder which upon conversion would represent 15.0% of the Effective Time Capitalization (the "Escrowed Stock"). The Escrow Agent shall hold and dispose of the Escrowed Stock in accordance with the terms of this Agreement.

2. *Release of Escrowed Stock*.

(a) *Release*. The release of the Escrowed Stock at any given time is subject to receipt by Escrow Agent of a written notice executed by a duly authorized officer of each of the Company and the Stockholder, and countersigned by Jay Rifkin, specifically instructing the Escrow Agent what portion of the Escrowed Stock shall be released to the Stockholder and what portion of the Escrowed Stock shall be released to the Company to be cancelled.

(b) *Conditions*. The conditions for the release of the Escrowed Stock subject to Section 2(a) of this Agreement are as follows: if the Company or Midwest raises a minimum of $1,000,000 at an enterprise valuation of $25,000,000 within 90 days of the Closing Date (the "Raise Period"), then the Escrowed Stock shall be released from escrow and delivered to the Stockholder, except as otherwise set forth herein. To the extent a shortfall occurs a pro rata adjustment will be made based on the amount raised and the enterprise valuation, and to the extent the Company or Midwest raises at least $250,000 within the Raise Period, such Raise Period shall be extended 60 days. In the event such appropriate performance milestones have not been achieved by the end of the Raise Period as extended hereby, then in that event, all of the Escrowed Stock or such appropriate portion thereof pursuant to the performance milestones provided herein shall be returned to the Company and cancelled. Notwithstanding the foregoing, unless all of the Escrowed Stock has been returned to the Company and cancelled at the end of the Raise Period pursuant to the terms hereof, such remaining Escrowed Stock shall continue to be held in escrow for a period of six (6) months from the Closing Date. At the end of such six (6) month period, the remaining Escrowed Stock shall be released to the Stockholder provided, however, that in the event any shares of capital stock are issued during such six (6) month period to Eastern Sky LLC, Brian Hebb and/or any affiliated or related party thereto, or issued in connection with any Liability of Midwest not specifically disclosed in the Merger Agreement, then and in such event, such number of issued shares shall be deducted from the remaining Escrowed Stock released to the Stockholder. Such shares which are deducted from the remaining Escrowed Stock shall be returned to the Company and cancelled.

(c) *Release of Escrowed Stock if there is a Dispute*. If a dispute arises between the Company and the Stockholder in connection with this Agreement, then either the Company or the Stockholder shall within five (5) business days after the date such dispute arises deliver notice of such dispute ("Notice of Dispute") to the Escrow Agent, and simultaneously deliver a copy of such Notice of Dispute to the other parties to this Agreement. If a Notice of Dispute is received by the Escrow Agent, then the Escrow Agent shall retain custody of the Escrowed Stock until the first to occur of the following:

(i) Receipt by the Escrow Agent of a notice signed by a duly authorized officer of each of the Company and the Stockholder, and countersigned by Jay Rifkin, containing instructions to the Escrow Agent as to the delivery of the Escrowed Stock; or

(ii) Receipt by the Escrow Agent of a final order of a court of competent jurisdiction resolving the dispute from which no appeal is or can be taken;

after which the Escrow Agent shall promptly deliver the Escrowed Stock in accordance with the notice from the parties or decision of the court, as the case may be. Upon delivery thereof, this Agreement shall be deemed terminated and the Escrow Agent shall be deemed released and discharged from further obligations hereunder.

3. *Termination by the Parties*. If at any time the Escrow Agent shall receive a written notice signed by the Company and the Stockholder, and countersigned by Jay Rifkin, that this Agreement has been terminated and instructing the Escrow Agent with respect to the disposition of the Escrowed Stock, the Escrow Agent shall release the Escrowed Stock in accordance with the instructions contained in such notice, and upon such release this Agreement shall be deemed terminated and the Escrow Agent shall be deemed released and discharged from further obligations hereunder.

4. *Nature of Duties; No Conflict; Liability*. It is understood and agreed that the duties of the Escrow Agent hereunder are purely ministerial in nature and do not represent a conflict of interest for the Escrow Agent to act, or continue to act, as counsel for any party to this Agreement with respect to any litigation or other matters arising out of this Agreement or otherwise. The Escrow Agent shall not be liable for any error of judgment, fact, or law, or any act done or omitted to be done, except for its own willful misconduct or gross negligence or that of its partners, employees, and agents. The Escrow Agent's determination as to whether an event or condition has occurred, or been met or satisfied, or as to whether a provision of this Agreement has been complied with, or as to whether sufficient evidence of the event or condition or compliance with the provision has been furnished to it, shall not subject the Escrow Agent to any claim, liability, or obligation whatsoever, even if it shall be found that such determination was improper and incorrect; provided that the Escrow Agent and its partners, employees, and agents shall not have been guilty of willful misconduct or gross negligence in making such determination.

5. *Indemnification*. The Company and the Stockholder jointly and severally agree to indemnify the Escrow Agent for, and to hold it harmless against, any loss, liability, or expense ("Cost") incurred without gross negligence or willful misconduct on the part of the Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including costs and expenses of defending itself against any claim of liability in connection herewith or therewith. The right to indemnification set forth in the preceding sentence shall include the right to be paid by the Company and the Stockholder in respect of Costs as they are incurred (including Costs incurred in connection with defending itself against any claim of liability in connection herewith). The Escrow Agent shall repay any amounts so paid if it shall ultimately be determined by a final order of a court of competent jurisdiction from which no appeal is or can be taken that the Escrow Agent is not entitled to such indemnification.

6. *Documents and Instructions*. The Escrow Agent may act in reliance upon any notice, instruction, certificate, statement, request, consent, confirmation, agreement or other instrument which it believes to be genuine and to have been signed by a proper person or persons, and may assume that any of the officers of the Company and the Stockholder purporting to act on behalf of the Company and the Stockholder in giving any such notice or other instrument in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent acts hereunder as a depository only and shall not be responsible or liable in any manner whatsoever for the genuineness, sufficiency, correctness, or validity of any agreement, document, certificate, instrument, or item deposited with it or any notice, consent, approval, direction, or instruction given to it, and the Escrow Agent shall be fully protected, under Sections 4 and 5 above, for all acts taken in accordance with any written instruction or instrument given to it hereunder, and reasonably believed by the Escrow Agent to be genuine and what it purports to be.

7. *Conflicting Notices, Claims, Demands, or Instructions*. If at any time the Escrow Agent shall receive conflicting notices, claims, demands, or instructions with respect to the Escrowed Stock, or if for any other reason it shall in good faith be unable to determine the party or parties entitled to receive the Escrowed Stock, or any part thereof, the Escrow Agent may refuse to make any distribution or payment and may retain the Escrowed Stock in its possession until it shall have received instructions in writing concurred in by all parties in interest, or until directed by a final order or judgment of a court of competent jurisdiction from which no appeal is or can be taken, whereupon the Escrow Agent shall make such disposition in accordance with such instructions or such order. The Escrow Agent shall also be entitled to commence an interpleader action in any court of competent jurisdiction to seek an adjudication of the rights of the Company and the Stockholder and the Stockholder.

8. *Advice of Counsel*. The Escrow Agent may consult with, and obtain advice from, legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected and indemnified under Section 5 above for all acts taken, in the absence of gross negligence or willful misconduct, in accordance with the advice and instructions of such counsel. In the event that the Escrow Agent retains counsel or otherwise incurs any legal fees by virtue of any provision of this Agreement, the reasonable fees and disbursements of such counsel and any other liability, loss or expense which the Escrow Agent may thereafter suffer or incur in connection with this Agreement or the performance or attempted performance in good faith of its duties hereunder shall be paid (or reimbursed to it) by the Company and the Stockholder, jointly and severally. In the event that the Escrow Agent shall become a party to any litigation in connection with its functions as Escrow Agent pursuant to this Agreement, whether such litigation shall be brought by or against it, the reasonable fees and disbursements of counsel of the Escrow Agent including the amounts attributable to services rendered by partners or associates of Escrow Agent at the then prevailing hourly rate charged by them and disbursements incurred by them, together with any other liability, loss or expense which it may suffer or incur in connection therewith, shall be paid (or reimbursed to it) by the Company and the Stockholder, jointly and severally, unless such loss, liability or expense is due to the willful breach by the Escrow Agent of its duties hereunder.

9. *Compensation and Expenses*. The Escrow Agent agrees to serve without compensation for its services. Subject to Section 5, all expenses of the Escrow Agent incurred in the performance of its duties hereunder shall be paid by the Company.

10. *Resignation of Escrow Agent*. The Escrow Agent may resign at any time upon giving the other parties hereto thirty (30) days' written notice to that effect. In such event, the successor escrow agent shall be such person, firm, or corporation as the Company and the Stockholder shall mutually select. It is understood and agreed that the Escrow Agent's resignation shall not be effective until a successor escrow agent agrees to act hereunder; *provided, however,* that in the event no successor escrow agent is appointed and acting hereunder within thirty (30) days after notice is delivered to the other parties hereto of the Escrow Agent's resignation, the Escrow Agent may (a) deliver the Escrowed Stock to a court of competent jurisdiction; or (b) appoint a successor escrow agent hereunder so long as such successor shall accept and agree to be bound by the terms of this Agreement (except that any such successor escrow agent shall be entitled to customary fees which shall be payable by the Company).

11. *Escrow Agent as Counsel to the Company*. The Stockholder hereby acknowledges that the Escrow Agent has served as counsel to the Company and the Stockholder hereby agrees that it will not seek to disqualify the Escrow Agent from acting and continuing to act as counsel to the Company in the event of a dispute hereunder or in the course of the defense or prosecution of any claim relating to the transactions contemplated hereby or by the Merger Agreement.

12. *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by overnight commercial delivery service, or sent via facsimile (receipt confirmed) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile numbers for a party as shall be specified by like notice):

(i) If to the Company, to it at the address and facsimile number set forth or furnished pursuant to the provisions of the Merger Agreement.

(ii) If to the Stockholder, to it at:

3253517 Nova Scotia Limited
34 Cedarbank Terrace
Halifax, Nova Scotia,
Canada, B3P2T4
Facsimile: (902) 425-6350

(iii) If to the Escrow Agent, to it at:

Kaye Cooper Fiore Kay & Rosenberg, LLP
30A Vreeland Road, Suite 230
Florham Park, New Jersey 07932
Attn: David M. Kaye, Esq.
Facsimile: (973) 443-0609

(iv) Copies of all notices and other communications hereunder shall also be sent to Jay Rifkin at:

Jay Rifkin
c/o Kaye Cooper Fiore Kay & Rosenberg, LLP
30A Vreeland Road, Suite 230
Florham Park, New Jersey 07932
Facsimile: (310) 659-9629

13. *Entire Agreement, Etc*. This Agreement contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented, or discharged, and no provision hereof may be modified or waived, except by an instrument in writing signed by all of the parties hereto and Jay Rifkin. No waiver of any provision hereof by any party shall be deemed a continuing waiver of any matter by such party. If a conflict between the terms and provisions hereof and of the Merger Agreement occurs, the terms and provisions hereof shall govern the rights, obligations, and liabilities of the Escrow Agent.

14. *Successors and Assigns*. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, successors, assigns, distributees, and legal representatives.

15. *Counterparts*. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts together shall constitute one and the same instrument.

16. *Governing Law and Venue*. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of law thereof. In addition, each of the parties hereto: (i) consents to submit itself to the personal jurisdiction of any state court of competent jurisdiction in the event any dispute arises out of this Agreement; and (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court.

17. *Additional Documents and Acts*. The Company and the Stockholder shall, from time to time, execute such documents and perform such acts as Escrow Agent may reasonably request and as may be necessary to enable Escrow Agent to perform its duties hereunder or effectuate the transactions contemplated by this Agreement.

[Signature page follows]

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

COMPANY:

CHINA YOUTH MEDIA, INC.

By: /S/Jay Rifkin
Name: Jay Rifkin
Title: Chief Executive Officer

STOCKHOLDER:

3253517 NOVA SCOTIA LIMITED

By: /S/Richard MacPherson
Name: Richard MacPherson
Title: Chief Executive Officer

ESCROW AGENT:

KAYE COOPER FIORE KAY & ROSENBERG, LLP

By: /S/David M. Kaye
Name: David M. Kaye
Title: Partner

EXHIBIT 10.5

CERTIFICATE OF MERGER

MERGING

China Youth Media Merger Sub, Inc.
(a Delaware corporation)
("China Youth")

into

Midwest Energy Emissions Corp.
(a North Dakota corporation)
("Midwest")
(the surviving corporation)

The undersigned, for the purpose of effecting a merger of a Delaware corporation with a North Dakota corporation pursuant to the laws of the State of North Dakota, do hereby declare and certify the facts stated herein are true:

ARTICLE I
OUTLINE OF MERGER

1.01 China Youth was formed as a Delaware corporation on May 27, 2011.

1.02 Midwest was formed as a North Dakota corporation on December 17, 2008.

1.03 Surviving Corporation. The surviving corporation in this merger is Midwest.

1.04 Approval of Stockholders.

A. The approval of the Plan of Merger by the stockholders of China Youth was obtained by unanimous written consent effective on June 21, 2011. Holders of common shares representing a total of 100 votes, or 100% of the securities entitled to vote, approved the Plan of Merger.

B. The approval of the Plan of Merger by the stockholders of Midwest was obtained by unanimous written consent effective on June 6, 2011. Holders of common shares representing a total of 10,000 votes, or 100% of the securities entitled to vote, approved the Plan of Merger.

C. The votes obtained were sufficient for approval of the Plan of Merger by both entities.

1.05 Approval of Directors. That the Plan of Merger has been duly adopted by the board of directors of both China Youth and Midwest.

1.06 Statement of Approval. The Plan of Merger by China Youth has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with Title 8, Section 252 of the Delaware General Corporation Law and all actions required by the laws of the State of Delaware. The approval of the Plan of Merger by Midwest has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with Section 10-19.1 of the North Dakota Business Corporation Act and all actions required by the laws of the State of North Dakota.

1.07 Plan of Merger. The entire Plan of Merger, duly executed, is on file for examination or inspection at the registered office of the surviving corporation at 34 Cedarbank Terrace, Halifax, Nova Scotia B3P 2T4, Canada, or, in the alternative, a copy of said plan will be furnished upon request and without cost to stockholders.

1.08 Service of Process. The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising form this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 34 Cedarbank Terrace, Halifax, Nova Scotia B3P 2T4, Canada.

ARTICLE II
AMENDMENT TO ARTICLES OF INCORPORATION

2.01 Name of Corporation. The name of the Corporation shall be:

MES, Inc.

2.02 This Corporation is authorized to issue one class of shares of stock to be designated as "Common Stock." The total number of shares of Common Stock which this Corporation is authorized to issue is Ten Thousand (10,000) shares, par value $0.001.

ARTICLE III
EFFECTIVE DATE OF MERGER

The merger of the corporations as set out herein shall take effect at 11:59 PM on June 23, 2011.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, we have hereunto set our hands this 21st day of June, 2011.

"China Youth"

China Youth Media Merger Sub, Inc.,
a Delaware corporation

/S/ Jay Rifkin
By: Jay Rifkin
Its:Chief Executive Officer

ATTESTED:

/S/ Jay Rifkin
By: Jay Rifkin
Its: Secretary

"Midwest"

Midwest Energy Emissions Corp.,
a North Dakota corporation

/S/ Richard A. MacPherson
By: Richard A. MacPherson
Its: President

ATTESTED:

/S/Arline Dalton
By: Arlene Dalton
Its: Secretary

EXHIBIT 10.6

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is entered into as of June 21, 2011, by and among Jay Rifkin ("Rifkin") and the stockholders of China Youth Media, Inc., a Delaware corporation (the "Company"), listed on the signature pages hereto (the "Stockholders").

W I T N E S S E T H:

WHEREAS, the Company has entered into an Agreement and Plan of Merger (the "Merger Agreement") dated as of June 1, 2011 with Midwest Energy Emissions Corp., a North Dakota corporation ("Midwest"), pursuant to which at closing China Youth Media Merger Sub, Inc. (a wholly owned subsidiary of the Company formed for the purpose of such transaction) will merge into Midwest, which will result in Midwest becoming a wholly-owned subsidiary of the Company;

WHEREAS, contemporaneously herewith, the parties are completing the transaction contemplated by the Merger Agreement pursuant to which each of the Stockholders will become the Beneficial Owner (as defined hereinafter) of shares of Series B Convertible Preferred Stock, $0.001 par value, of the Company (the "Company Series B Preferred Stock");

WHEREAS, it is a condition of the obligations of the Company under the Merger Agreement that this Agreement be executed by the parties hereto, and the parties are willing to execute, and to be bound by the provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. *Certain Definitions*. For purposes of this Agreement, the following terms have the following meanings:

(a) "Beneficially Own" or "Beneficial Ownership" with respect to any securities means having "beneficial ownership" of such securities as determined pursuant to Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); provided, however, that for the purposes of this Agreement, the Stockholders shall be deemed to Beneficially Own only those securities held of record by such Stockholders or over which such Stockholders have sole voting and dispositive power.

(b) "Preferred Shares" means shares of the Company Series B Preferred Stock to be Beneficially Owned by the Stockholders upon completion of the transaction contemplated by the Merger Agreement.

(c) "Securities" means the Preferred Shares together with any shares of the Company Series B Preferred Stock, shares of common stock, $0.001 par value (the "Common Stock"), of the Company, or other securities of the Company acquired by the Stockholders in any capacity after the date hereof and prior to the termination of this Agreement whether upon the exercise of options, warrants or rights, the conversion or exchange of convertible or exchangeable securities, or by means of purchase, dividend, distribution, split-up, recapitalization, combination, exchange of shares or the like, gift, bequest, inheritance or as a successor in interest in any capacity or otherwise.

2. *Representations and Warranties of Rifkin and the Stockholders*. Rifkin (with respect to himself) and each Stockholder (with respect to itself) hereby represents and warrants as follows:

(a) *Ownership of Shares*. Upon completion of the transaction contemplated by the Merger Agreement, Rifkin and each Stockholder will be the Beneficial Owner of the Securities set forth on the signature pages of this Agreement. As of the date hereof, none of Rifkin and the Stockholders Beneficially Own any securities of the Company other than the Securities set forth on the signature pages of this Agreement.

(b) *Authority*. Each Stockholder has the requisite power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Securities with no limitations, qualifications or restrictions on such power, subject to applicable securities laws and the terms of this Agreement.

(c) *Power; Binding Agreement*. Rifkin and each Stockholder have the legal capacity and authority to enter into and perform all of their respective obligations under this Agreement. This Agreement has been duly and validly executed and delivered by Rifkin and each Stockholder and constitutes a valid and binding agreement, enforceable against them in accordance with its terms except that: (i) such enforcement may be subject to applicable bankruptcy, insolvency or other similar laws, now or hereafter in effect, affecting creditors' rights generally; and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(d) *No Conflicts*. No filing with, and no permit, authorization, consent or approval of, any governmental entity is necessary for the execution of this Agreement by Rifkin or any Stockholder and the consummation by Rifkin and the Stockholders of the transactions contemplated hereby. Except as contemplated by the Merger Agreement, none of the execution and delivery of this Agreement by Rifkin or any Stockholder, the consummation by Rifkin or any Stockholder of the transactions contemplated hereby or compliance by Rifkin or any Stockholder with any of the provisions hereof shall (i) conflict with or result in any breach of any organizational documents applicable to Rifkin or any Stockholder, if applicable, or (ii) violate any order, writ, injunction, decree, judgment, statute, rule or regulation applicable to Rifkin or any Stockholder or any of Rifkin's or any Stockholder's properties or assets, except in the case of clause (ii) where such violations, breaches or defaults would not, individually or in the aggregate, materially impair the ability of Rifkin or any Stockholder to perform this Agreement.

(e) *No Encumbrance*. Except as permitted by this Agreement, the Preferred Shares upon issuance, at all times during the term hereof, and the Securities will be, held by each Stockholder, or by a nominee or custodian for the benefit of each Stockholder, free and clear of all liens, charges or encumbrances of any kind or nature ("Liens") except for any such Liens arising hereunder or under applicable federal and state securities laws, other than Liens that are not material to performance of this Agreement by any Stockholder.

(f) *Community Property*. All representations and warranties by each Stockholder made herein are qualified in their entirety by the effects of applicable community property laws and the laws affecting the rights of marital partners generally.

3. *Disclosure*. Rifkin and each Stockholder hereby agrees to permit the Company to publish and disclose in any documents and schedules filed with the Securities and Exchange Commission, and in any press release or other disclosure document in which the Company reasonably determines in its good faith judgment that such disclosure is required by law, including the rules and regulations of the Securities and Exchange Commission, or appropriate, in connection with the Merger Agreement and any transactions related thereto, each of Rifkin's and the Stockholder's identity and ownership of Company Securities and the nature of Rifkin's and such Stockholder's commitments, arrangements and understandings under this Agreement.

4. *Transfer And Other Restrictions*. Prior to the termination of this Agreement, each Stockholder agrees not to, directly or indirectly:

(a) except pursuant to the terms of the Merger Agreement or any related agreement thereto, offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of any or all of the Securities or any interest therein;

(b) grant any proxy or power of attorney, deposit any of the Securities into a voting trust or enter into a voting agreement or arrangement with respect to the Securities except as provided in this Agreement; or

(c) take any other action for the purpose of making any representation or warranty contained herein untrue or incorrect or of preventing or disabling Rifkin or any Stockholder from performing its obligations under this Agreement.

5. *Voting Agreement and Irrevocable Proxy*. Each Stockholder hereby covenants and agrees that, during the term of this Agreement, at every annual, special or adjourned meeting of the stockholders of the Company and in every written consent in lieu of such meeting, all of the Preferred Shares and other Securities of the Company that are now, or at any time in the future, owned of record or beneficially by each of the Stockholders, shall be voted (or caused to be voted) as may be directed by Rifkin in his sole and absolute discretion, on the following specific matters, namely any amendments to the articles of incorporation of the Company, any mergers, sales of substantially all of the assets, and increases in the number of authorized shares or issuance of any additional shares of preferred stock, provided, however, Rifkin shall not have the right to vote the Preferred Shares and other Securities Owned Beneficially by the Stockholders with respect to any reverse stock split of the Company's Common Stock in an amount up to 1-for-61. Each Stockholder, as a holder of the Preferred Shares and any other Securities, shall be present in person or by proxy at all meetings of stockholders of the Company so that all of the Preferred Shares and any other Securities owned by each of the Stockholders are counted for purposes of determining the presence of a quorum at such meeting. Each Stockholder agrees to grant and deliver to Rifkin an irrevocable proxy in the form attached hereto as Annex I (the "Proxy"), which shall be irrevocable to the fullest extent permitted by applicable law, with respect to voting of the Securities as provided for herein, at every annual, special or adjourned meeting of the stockholders of the Company and in every written consent in lieu of such meeting, provided, however, that, the Proxy shall automatically terminate and be revoked upon termination of this Agreement pursuant to Section 7 hereof.

6. *Legends*. Each certificate representing any of the Preferred Shares and any other Securities of the Company that are now, or at any time in the future, Beneficially Owned by any of the Stockholders, shall be endorsed with a legend reading substantially as follows:

> "THE SECURITIES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT AND IRREVOCABLE PROXY (A COPY OF WHICH IS ON FILE AT THE OFFICE OF THE COMPANY AND IS AVAILABLE UPON REQUEST), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SUCH VOTING AGREEMENT AND IRREVOCABLE PROXY. ANY ATTEMPTED SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF SUCH AGREEMENT AND PROXY SHALL BE VOID AND OF NO FORCE AND EFFECT."

7. *Termination*. This Agreement shall terminate upon the earliest to occur of (a) 24 months, (b) 6 months after the Company or Midwest has (i) raised a minimum of $5,000,000 USD from the Closing Date as defined in the Merger Agreement, or (ii) achieved an annualized EBITDA of $1,000,000 as evidenced on annual audited financial statements, or (c) the agreement of all parties hereto to terminate this Agreement.

8. *Miscellaneous*.

(a) *Entire Agreement*. This Agreement (including the Proxy referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

(b) *Successors and Assigns*. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each party and such party's respective heirs, beneficiaries, executors, representatives and permitted assigns.

(c) *Amendment and Modification*. This Agreement may not be amended, altered, supplemented or otherwise modified or terminated except upon the execution and delivery of a written agreement executed by all of the parties hereto.

(d) *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by overnight commercial delivery service, or sent via facsimile (receipt confirmed) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile numbers for a party as shall be specified by like notice):

(i) If to Rifkin, to:

Jay Rifkin
c/o Kaye Cooper Fiore Kay & Rosenberg, LLP
30A Vreeland Road, Suite 230
Florham Park, New Jersey 07932
Facsimile: (310) 659-9629

(ii) If to the Stockholders, to the addresses and facsimile numbers set forth for such Stockholders on the signature pages hereto.

(e) *Severability*. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(f) *Other Remedies; Specific Performance*. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

(g) *No Waiver; Remedies Cumulative*. No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. Except as otherwise provided herein, all rights and remedies existing under this Agreement are cumulative to, and not exclusive to, and not exclusive of, any rights or remedies otherwise available and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(j) *Governing Law and Venue*. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of law thereof. In addition, each of the parties hereto: (i) consents to submit itself to the personal jurisdiction of any state court of competent jurisdiction in the event any dispute arises out of this Agreement; and (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court.

(k) *Descriptive Heading*. The descriptive headings used herein are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(l) *Expenses*. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

(m) *Counterparts*. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF, Rifkin and the Stockholders have caused this Agreement to be duly executed as of the day and year first written above.

RIFKIN:

By: */s/Jay Rifkin*

Jay Rifkin
Shares Beneficially Owned:
157,550,144 shares of Company Common Stock

STOCKHOLDERS:
3253517 Nova Scotia Limited

/S/ Richard MacPherson
By: Richard MacPherson
Its: Chief Executive Officer

Shares Beneficially Owned:
8,215 shares of Company Series B Preferred Stock
Address
_____
_____
Facsimile: (___) _____

ANNEX I

FORM OF IRREVOCABLE PROXY

The undersigned stockholder of China Youth Media, Inc., a Delaware corporation (the "Company"), hereby irrevocably (to the fullest extent permitted by applicable law) constitutes and appoints Jay Rifkin ("Rifkin") individually, as the sole and exclusive agent, attorney and proxy of the undersigned, with full power of substitution and re-substitution, to the full extent of the undersigned's right, with respect to the Securities (as defined in the Voting Agreement dated as of the date hereof (the "Voting Agreement") by and among Rifkin and the stockholders of the Company listed on the signature pages thereto) which the undersigned stockholder Beneficially Owns (as defined in the Voting Agreement) until the termination of the Voting Agreement pursuant to its terms. Capitalized terms used and not defined herein have the respective meanings ascribed to them in the Voting Agreement. Upon the execution hereof, all prior proxies given by the undersigned with respect to the matters set forth below are hereby revoked and no subsequent proxies will be given.

This Proxy is irrevocable, is coupled with an interest, and is granted pursuant to the Voting Agreement, and is granted in consideration of the Company and Midwest entering into the Merger Agreement. This Proxy is executed and intended to be irrevocable to the fullest extent permitted by applicable law.

The attorney and proxy named above is empowered to exercise all voting rights (including, without limitation, the power to execute and deliver written consents with respect to the Securities) of the undersigned at any time prior to termination of the Voting Agreement at every annual, special or adjourned meeting of the stockholders of the Company and in every written consent in lieu of such meeting, on the following specific matters, namely any amendments to the articles of incorporation of the Company, any mergers, sales of substantially all of the assets, and increases in the number of authorized shares or issuance of any additional shares of preferred stock, provided, however, the attorney and proxy named above shall not have the right to vote the Securities Beneficially Owned by the Stockholders with respect to any reverse stock split of the Company's Common Stock in an amount up to 1-for-61.

Any obligation of the undersigned hereunder shall be binding upon the successors and assigns of the undersigned.

This Proxy is coupled with an interest and is irrevocable to the fullest extent permitted by law.

Dated: June 21,, 2011

Signature of Stockholder:

3253517 Nova Scotia Limited

/S/ Richard MacPherson

By: Richard MacPherson
Its: Chief Executive Officer

EXHIBIT 10.7

NOMINATION AGREEMENT

THIS NOMINATION AGREEMENT (this "Agreement") is entered into as of June 21, 2011, by and among Richard MacPherson ("MacPherson"), 3253517 Nova Scotia Limited, a corporation organized under the laws of the province of Nova Scotia (the "Stockholder"), and Jay Rifkin ("Rifkin").

W I T N E S S E T H:

WHEREAS, China Youth Media, Inc. (the "Company") has entered into an Agreement and Plan of Merger (the "Merger Agreement") dated as of June 1, 2011 with Midwest Energy Emissions Corp., a North Dakota corporation ("Midwest"), pursuant to which at closing China Youth Media Merger Sub, Inc. (a wholly owned subsidiary of the Company formed for the purpose of such transaction) will merge into Midwest, which will result in Midwest becoming a wholly-owned subsidiary of the Company (capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement);

WHEREAS, contemporaneously herewith, the parties are completing the transaction contemplated by the Merger Agreement;

WHEREAS, it is a condition of the obligations of the Company under the Merger Agreement that this Agreement be executed by the parties hereto, and the parties are willing to execute, and to be bound by the provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. For a period limited to the earlier of 24 months or 6 months after the Company or Midwest has raised a minimum of $5,000,000 USD from the Closing Date, or has achieved an annualized EBITDA of $1,000,000 as evidenced on annual audited financial statements, (i) MacPherson will, at any time that directors are to be elected, use his best efforts to cause the Board of Directors to nominate and recommend Rifkin to all stockholders of the Company as a proposed member of the Board of Directors of the Company, and (ii) MacPherson and the Stockholder, shall in their capacities as a stockholders of the Company or cause any stockholder in which either is an Affiliate, at any time directors are to be elected, vote in favor of the election of Rifkin as a member of the Board of Directors of the Company. Nothing in this Agreement shall prevent MacPherson or the Stockholder from also voting for other individuals as members of the Board of Directors of the Company.

2. This Agreement contains the parties' entire understanding with respect to the subject matter hereof and supersedes any and all previous or contemporaneous agreements between them with respect thereto. Neither party's rights or obligations under this Agreement may be assigned or delegated, and neither can this Agreement be amended, nor any term hereof waived, except in writing signed by each party. The determination by a court that any provision that is not of the essence of this Agreement is invalid shall not affect the validity of any other provision hereof. The parties shall cooperate in good faith to substitute for any invalidated provision a valid provision, as alike in substance to such invalidated provision as would be lawful. Nothing herein shall constitute the parties as partners or agents of one another, create any fiduciary duty between the parties, or authorize either party to bind the other, and neither party shall make any contrary representation.

3. The parties shall execute all such further instruments and documents as either shall reasonably request to effectuate any provision hereof. This Agreement shall be governed by the laws of the State of Delaware applicable to a contract negotiated, signed and wholly to be performed in such jurisdiction by residents thereof. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each party and such party's respective heirs, beneficiaries, executors, representatives and permitted assigns. This Agreement may be executed in one or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

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

/S/Richard MacPherson
RICHARD MACPHERSON

3253517 NOVA SCOTIA LIMITED

By: */S/Richard MacPherson*
Name: Richard MacPherson
Title: Chief Executive Officer

MIDWEST ENERGY EMISSIONS CORP.,
A NORTH DAKOTA CORPORATION

/S/Jay Rifkin
JAY RIFKIN

EXHIBIT 10.8

TERMINATION AGREEMENT

The undersigned parties hereby agree that the Employment Agreement dated as of November 2, 2009 and effective as of July 1, 2009 (the "Employment Agreement") by and between China Youth Media, Inc. (the "Company") and Jay Rifkin ("Rifkin") is hereby terminated with immediate effect and neither party shall have any further responsibility or liability thereunder, except as the parties have otherwise agreed pursuant to that certain Agreement and Plan of Merger dated as of June 1, 2011 among the Company, China Youth Media Merger Sub, Inc., and Midwest Energy Emissions Corp. (the "Merger Agreement") and closing thereunder. The consideration Rifkin is receiving pursuant to the Merger Agreement and related documents is deemed to be in full payment for all amounts owed under the Employment Agreement.

Each of the undersigned parties acknowledges that he/it has been informed of Section 1542 of the California Civil Code which reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. In signing this Agreement, the each of the undersigned parties hereby waives any rights or benefits which he/it has or may have under Section 1542 to the fullest extent that he/it may lawfully waive such claims and benefits pertaining to the subject matter of this Agreement.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the 21st day of June, 2011.

CHINA YOUTH MEDIA, INC.

By: /S/Richard MacPherson
Name:
Title:

/S/Jay Rifkin
JAY RIFKIN

EXHIBIT 99.1

Financial Statements of

Midwest Energy Emissions Corp.

(A Development Stage Company)

Years ended December 31, 2010 and 2009 and for the period from
inception on December 17, 2008 to December 31, 2010

TABLE OF CONTENTS

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2010 AND 2009
AND FOR THE PERIOD DECEMBER 17, 2008 (INCEPTION) THROUGH DECEMBER 31, 2010

TARVARAN, ASKELSON & COMPANY®
CERTIFIED PUBLIC ACCOUNTANTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Midwest Energy Emissions Corp.:

We have audited the accompanying balance sheets of Midwest Energy Emissions Corp. (the "Company") (a development stage company) as of December 31, 2010 and 2009 and the related statements of operations, stockholders' deficit and cash flows for the years then ended and the cumulative period from December 17, 2008 (Inception) to December 31, 2010. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Midwest Energy Emissions Corp. as of December 31, 2010 and 2009, and the results of its operations and its cash flows for each of the years then ended and for the cumulative period from December 17, 2008 (Inceptions) to December 31, 2010 in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company has suffered recurring losses and has a net capital deficiency. These conditions raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 3. The financial statements do not include any adjustments relating to the recoverability and classification of asset carrying amounts or the amount and classification of liabilities that might result should the Company be unable to continue as a going concern.

Tarvaran Askelson & Company, LLP

Tarvaran Askelson & Company

Laguna Niguel, CA
June 2, 2011

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
BALANCE SHEET
DECEMBER 31, 2010 AND 2009

	December 31, 2010	December 31, 2009
ASSETS		
CURRENT ASSETS		
Cash	$ 7,310	$ -
Advances receivable - related party	-	32,515
Total current assets	7,310	32,515
Property and Equipment, Net	1,746	-
Other Asset		
License, Net of accumulated amortization	88,236	94,118
TOTAL ASSETS	$ 97,292	$ 126,633
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Other current liabilities	-	3,216
Advances payable - related party	377,389	-
Total current liabilities	377,389	3,216
TOTAL LIABILITIES	377,389	3,216
STOCKHOLDERS' EQUITY (DEFICIT)		
Common stock; $1 par value; 10,000 shares authorized; 9,890 and 4,167 issued and outstanding as of December 31, 2010 and 2009, respectively	9,890	8,618
Additional paid-in capital	62,328	-
Less subscription receivable	-	(4,451)
Accumulated deficit (Retained earnings)	(352,315)	119,250
Total stockholders' deficit	(280,097)	123,417
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	$ 97,292	$ 126,633

The accompanying notes are an integral part of these financial statements.

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2010 AND 2009
AND FOR THE PERIOD FROM DECEMBER 17, 2008 (INCEPTION) THROUGH DECEMBER 31, 2010

	FOR THE YEAR ENDED DECEMBER 31, 2010	FOR THE YEAR ENDED DECEMBER 31, 2009	DECEMBER 17, 2008 (INCEPTION) THROUGH DECEMBER 31, 2010
REVENUE - SERVICE	$ 7,000	$ 307,025	$ 314,025
COST OF REVENUE	-	121,041	121,041
GROSS PROFIT	7,000	185,984	192,984
OPERATING EXPENSES			
License maintenance fees	100,000	-	100,000
Research and development	125,834	24,260	150,094
General and administrative	94,174	18,618	112,792
Professional fees	149,655	15,819	165,474
Amortization of license fees	5,882	5,882	11,764
TOTAL OPERATING EXPENSES	475,545	64,579	540,124
NET INCOME (LOSS) BEFORE OTHER EXPENSE	(468,545)	121,405	(347,140)
OTHER INCOME (EXPENSE)			
Foreign exchange	(3,020)	(2,155)	(5,175)
Total other income (expense)	(3,020)	(2,155)	(5,175)
NET INCOME (LOSS)	$ (471,565)	$ 119,250	$ (352,315)
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING	6,178	960	
BASIC AND DILUTED NET INCOME (LOSS) PER COMMON SHARE	$ (76)	$ 124	

The accompanying notes are an integral part of these financial statements.

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)
FOR THE PERIOD FROM DECEMBER 17, 2008 (INCEPTION) THROUGH DECEMBER 31, 2010

	Common Stock		Additional Paid-in Capital	Accumulated (Deficit)	Common Stock Subscribed	Total Stockholders' Equity (Deficit)
	Shares	Par Value				
Balance - December 17, 2008	-	$ -	$ -	$ -	$ -	$ -
Common stock subscribed	8,618	-	-	-	8,618	8,618
Subscription receivable	(8,618)		-	-	(8,618)	(8,618)
Net income (loss) for the period	-	-	-	-	-	-
Balance - December 31, 2008	-	-	-	-	-	-
Proceeds received from subscription receivable	4,167	4,167	-	-	-	4,167
Net income (loss) for the period	-	-	-	119,250	-	119,250
Balance - December 31, 2009	4,167	4,167	-	119,250	-	123,417
Proceeds from subscription receivable	4,451	4,451	-	-	-	4,451
Shares issued for services	1,272	1,272	62,328	-	-	63,600
Net income (loss) for the period	-	-	-	(471,565)	-	(471,565)
Balance - December 31, 2010	9,890	$ 9,890	$ 62,328	$ (352,315)	$ -	$ (280,097)

The accompanying notes are an integral part of these financial statements.

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF CASH FLOW
FOR THE YEAR ENDED DECEMBER 31, 2010 AND 2009
AND FOR THE PERIOD DECEMBER 17, 2008 (INCEPTION) THROUGH DECEMBER 31, 2010

	FOR THE YEAR ENDED DECEMBER 31, 2010	FOR THE YEAR ENDED DECEMBER 31, 2009	DECEMBER 17, 2008 (INCEPTION) THROUGH DECEMBER 31, 2010
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	$ (471,565)	$ 119,250	$ (352,315)
Adjustments to reconcile net income (loss) to net cash used in operating activities:			
Stock based compensation	63,600	-	63,600
Amortization of license fees	5,882	5,882	11,764
Depreciation expense	45	-	45
Change in assets and liabilities			
Increase (decrease) in other current liabilities	(3,216)	3,216	-
Net cash (used in) operating activities	(405,254)	128,348	(276,906)
CASH FLOWS USED IN INVESTING ACTIVITIES:			
Purchase of license	-	(100,000)	(100,000)
Purchase of equipment	(1,791)	-	(1,791)
Net cash provided by investing activities	(1,791)	(100,000)	(101,791)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Advances paid to related party	-	(32,515)	(32,515)
Proceeds received from related party advances	409,904	-	409,904
Proceeds received from subscription receivable	4,451	4,167	8,618
Net cash provided by financing activities	414,355	(28,348)	386,007
NET INCREASE IN CASH AND CASH EQUIVALENTS	7,310	-	7,310
CASH AND CASH EQUIVALENTS - BEGINNING OF PERIOD	-	-	-
CASH AND CASH EQUIVALENTS - END OF PERIOD	$ 7,310	$ -	$ 7,310
SUPPLEMENTAL CASH FLOW INFORMATION:			
Cash paid during the period for:			
Interest	$ -	$ -	
Taxes	$ -	$ -	
SUPPLEMENTAL DISCLOSURE OF NON-CASH CHANGES IN OPERATING ACTIVITIES:			
Stock issued for services	$ 63,600	$ -	

The accompanying notes are an integral part of these financial statements.

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO THE FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2010 AND 2009

Note 1 - Organization

On December 17, 2008, Midwest Emission Control Corp. (a corporation in the development stage) (the "Company") was incorporated in the State of North Dakota. The Company is engaged in the business of developing and commercializing state of the art control technologies relating to the capture and control of mercury emissions from coal fired broilers in the United States and Canada. In these notes, the terms "Midwest", "Company", "we", "us" or "our" mean Midwest Emissions Control Corp.

Note 2 - Summary Of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the Generally Accepted Accounting Principles in the United States of America ("GAAP").

Development Stage Company

The Company is considered to be in the development stage as defined by ASC 915. The Company has devoted substantially all of its efforts to the corporate formation, the raising of capital and attempting to generate customers for the sale of the Company's products.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments and other short-term investments with maturity of three months or less, when purchased, to be cash equivalents.

Research and Development

The Company accounts for research and development costs in accordance with Accounting Standards Codification subtopic 730-10, Research and Development ("ASC 730-10"). Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and development costs are expensed when the contracted work has been performed or as milestone results have been achieved. Company sponsored research and development costs related to both present and future products are expensed in the period incurred. As of December 31, 2010 and 2009, the Company has incurred $125,834 and $24,260, respectively. In addition, the Company incurred $121,041 in research and development, which is included in cost of revenue for service performed on the "Full Scale Testing of Sorbent Injection Technology on Mercury Control" subaward project from the University of North Dakota Energy and Environmental Research Center.

Property and Equipment

Property and equipment are stated at cost. When retired or otherwise disposed, the related carrying value and accumulated depreciation are removed from the respective accounts and the net difference less any amount realized from disposition, is reflected in earnings. For financial statement purposes, property and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives of 3 to 5 years.

Expenditures for repairs and maintenance which do not materially extend the useful lives of property and equipment are charged to operations. When property or equipment is sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the respective accounts with the resulting gain or loss reflected in operations. Management periodically reviews the carrying value of its property and equipment for impairment.

Recoverability of Long-Lived and Intangible Assets

The Company has adopted Accounting Standards Codification subtopic 360-10, Property, Plant and Equipment ("ASC 360-10"). ASC 360-10 requires that long-lived assets and certain identifiable intangibles held and used by the Company be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Events relating to recoverability may include significant unfavorable changes in business conditions, recurring losses or a forecasted inability to achieve break-even operating results over an extended period. The Company evaluates the recoverability of long-lived assets based upon forecasted undiscounted cash flows. Should impairment in value be indicated, the carrying value of intangible assets would be adjusted, based on estimates of future discounted cash flows resulting from the use and ultimate disposition of the asset. ASC 360-10 also requires assets to be disposed of be reported at the lower of the carrying amount or the fair value less costs to sell.

Stock-Based Compensation

The Company accounts for stock-based compensation awards in accordance with the provisions of *Share-Based Payment*, which requires equity-based compensation, be reflected in the financial statements over the vesting period based on the estimated fair value of the awards. During the years ended December 31, 2010 and 2009, the Company had stock-based compensation expense related to issuances of stock to consultants of $63,600 and zero, respectively.

Fair Value of Financial Instruments

The Company's financial instruments include cash and other current liabilities. The fair value of these financial instruments approximate their carrying values due to their short maturities.

Foreign Currency Transactions

Transactions denominated in currencies other than the functional currency of the legal entity are re-measured to the functional currency of the legal entity at the period-end exchange rates. Any associated transactional currency re-measurement gains and losses are recognized in current operations. The reporting functional currency of the Company was U.S. dollars.

Revenue Recognition

The Company will record revenue from sales in accordance with ASC 605. The criteria for recognition are as follows:

1) Persuasive evidence of an arrangement exists;

2) Delivery has occurred or services have been rendered;

3) The seller's price to the buyer is fixed or determinable; and

4) Collectability is reasonably assured.

Determination of criteria (3) and (4) will be based on management's judgments regarding the fixed nature of the selling prices of the products delivered and the collectability of those amounts. Provisions for discounts and rebates to customers, estimated returns and allowances, and other adjustments will be provided for in the same period the related sales are recorded.

The Company earned revenue during 2009 from a subaward project from the University of North Dakota Energy and Environmental Research Center for "Full Scale Testing of Sorbent Injection Technology on Mercury Control." The Company recognized revenue for services performed upon completion of the test work and approval of the invoices submitted to the University of North Dakota Energy and Environment Research Center.

Basic and Diluted Loss Per Common Share

Basic net loss per common share is computed using the weighted average number of common shares outstanding. Diluted loss per share reflects the potential dilution from common stock equivalents, such as stock issuable pursuant to the exercise of stock options and warrants. There were no dilutive potential common shares as of December 31, 2010. Because the Company has incurred net losses and there are no potential dilutive shares, basic and diluted loss per common share are the same.

Subsequent Events

During May 2009 and February 2010, FASB (Financial Accounting Standards Board) issued new authoritative pronouncement regarding recognized and non-recognized subsequent events. This guidance establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before the financial statements are issued or are available to be issued.

Recent Issued Accounting Standards

In February 2010, the FASB issued Accounting Standards Update 2010-09 which amends ASC 855. FASB 2010-09 defines the term "SEC Filer" and eliminates the requirement that an SEC filer disclose the date through which subsequent events have been evaluated. This change was made to alleviate potential conflicts between ASC 855-10 and the reporting requirements of the SEC. FASB 2010-09 was effective immediately, but is not expected to have a material effect on the Company's financial statements.

In February 2010, the FASB issued Update No. 2010-08 "Technical Corrections to Various Topics" ("2010-08"). 2010-08 represents technical corrections to SEC paragraphs within various sections of the Codification. Management is currently evaluating whether these changes will have any material impact on its financial position, results of operations or cash flows.

In May 2010, the FASB issued Accounting Standards Update 2010-19 ("ASU 2010-19"), Foreign Currency (Topic 830): Foreign Currency Issues: Multiple Foreign Currency Exchange Rates. The amendments in this update are effective as of the announcement date of March 18, 2010. The Company does not expect the provisions of ASU 2010-19 to have a material effect on the financial position, results of operations or cash flows of the Company.

In April 2010, the FASB issued Accounting Standards Update 2010-17 ("ASU 2010-17"), Revenue Recognition-Milestone Method (Topic 605): Milestone Method of Revenue Recognition. The amendments in this Update are effective on a prospective basis for milestones achieved in fiscal years, and interim periods within those years, beginning on or after June 15, 2010. Early adoption is permitted. If a company elects early adoption and the period of adoption is not the beginning of the entity's fiscal year, the entity should apply the amendments retrospectively from the beginning of the year of adoption. The Company does not expect the provisions of ASU 2010-17 to have a material effect on the financial position, results of operations or cash flows of the Company.

There were various other updates recently issued, most of which represented technical corrections to the accounting literature or application to specific industries and are not expected to a have a material impact on the Company's consolidated financial position, results of operations or cash flows.

Note 3 - Going Concern

The accompanying financial statements as of December 31, 2010 have been prepared assuming the Company will continue as a going concern. From the period of inception (December 17, 2008) through December 31, 2010, the Company has experienced a net loss, negative cash flows from operations and has an accumulated deficit of $352,315. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management intends to raise additional debt and/or equity financing to fund future operations. There is no assurance that its plan can be implemented; or that the results will be of a sufficient level necessary to meet the Company's ongoing cash needs. No assurances can be given that the Company can obtain sufficient working capital through borrowings or that the continued implementation of its business plan will generate sufficient revenues in the future to sustain ongoing operations.

The accompanying financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result from the possible inability of the Company to continue as a going concern.

Note 4 - Advances Receivable – Related Party

From time to time, the Company advances funds to the Company's director and majority stockholder. As of December 31, 2010 and 2009, the Company had advances receivable totaling zero and $32,515, respectively from a director of the Company. These advances are non-interest bearing, have no fixed terms of repayment and are unsecured.

Note 5 - Property And Equipment

Property and equipment at December 31, 2010 and 2009 are as follows:

	2010	2009
Computer equipment	$ 1,312	$ -
Equipment	479	-
	1,791	-
Less: accumulated depreciation	(45)	
Property and equipment, net	$ 1,746	$ -

The Company uses the straight-line method of depreciation over 3 to 5 years. During the years ended December 31, 2010 and 2009, depreciation expense charged to operations was $45 and $0, respectively.

Note 6 - License Agreement

On January 15, 2009, the Company entered into an "Exclusive Patent and Know-How License Agreement Including Transfer of Ownership" with the Center for Air Toxic Metals ("CATM") division of the Energy Environmental Research Center, (EERC), a non-profit entity. Under the terms of the Agreement, the Company has been granted an exclusive license for the technology to develop, make, have made, use, sell, offer to sell, lease, and import the technology in any coal-fired combustion systems (power plant) worldwide and to develop and perform the technology in any coal-fired power plant in the world. The patent "Sorbents of Oxidation and Removal of Mercury" was filed by EERC on August 22, 2005 and granted on October 14, 2008.

The Company paid $100,000 in 2009 for the right to use the patents and at the option of the Company can pay $1,000,000 for the assignment of the patents after January 15, 2011 or pay the greater of the license maintenance fees or royalties on product sales for continued use of the patents. The license maintenance fees are $100,000 due January 1, 2010, $150,000 due January 1, 2011 and $200,000 due January 1, 2012 and each year thereafter. The running royalties are $100 (USD) per one megawatt of electronic nameplate capacity and $100 (USD) per three megawatt per hour for the application to thermal systems to which licensed products or licensed processes are sold by the Company, associate and sublicensees. Running royalties are payable by the Company within 30 days after the end of each calendar year to the licensor and may be credited against license maintenance fees paid.

The Company is required to pay the licensor 35% of all sublicense income received by the Company, excluding royalties on sales by sublicensees. Sublicense income is payable by the Company within 30 day after the end of each calendar year to the licensor.

Note 7 - License

License costs capitalized as of December 31, 2010 and 2009 are as follows:

	2010	2009
License	$ 100,000	$ 100,000
	100,000	100,000
Less: accumulated amortization	11,764	5,882
License, net	$ 88,236	$ 94,118

The Company is currently amortizing its patents over their estimated useful life of 15 years when acquired. During the years ended December 31, 2010 and 2009, amortization expense charged to operations was $5,882 for the years ended December 31, 2010 and 2009, respectively.

In accordance with ASC 360-10, the Company is required to review their long-lived assets, which includes their identifiable intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of a particular asset may not be recoverable. Based on the results of future undiscounted cash flows the Company determined that the fair value of the licenses exceeds the current book value of the license and therefore, no impairment exists.

Note 8 - Advances Payable – Related Party

As of December 31, 2010 and 2009, the Company had advances payable totaling $377,389 and $0, respectively, to a director of the Company. These advances are non-interest bearing, have no fixed terms of repayment and are unsecured.

Note 9 - Commitments And Contingencies

As discussed in Note 6, the Company has entered in an "Exclusive Patent and Know-How License Agreement Including Transfer of Ownership" that requires minimum license maintenance costs. The Company is planning on using the intellectual property granted by the patents for the foreseeable future. The license agreement is considered expired on the October 14, 2025, the date the patent expires.

Year ending December 31,	License Maintenance Fees
2011	$ 150,000
2012	200,000
2013	200,000
2014	200,000
2015	200,000
Thereafter	2,000,000
	$ 2,950,000

Note 10 - Equity

The Company was established with one classes of stock, voting common stock – 10,000 shares authorized at a par value of $1.

On December 18, 2008, the Company entered into a stock subscription agreement for the issuance 8,618 voting shares of common stock due from the Company's founder.

On October 8, 2009, the Company collected $4,167 ($1 per share) due from the Company's founder and issued 4,167 shares.

On August 31, 2010, the Company collected $4,451 ($1 per share) due from the Company's founder and issued 4,451 shares.

On January 2, 2010, the Company issued 1,272 shares to consultants for services rendered including engineering, scientific and technical advisory and business advisory services at a fair value of $63,600 ($50 per share). The value was based upon the contracted value of the services performed.

The Company has not issued any options or warrants to date.

Note 11 – Related Party Transactions

During the year ended December 31, 2009, the Company paid RLP Canada, a company organized under the laws of Canada, of which Richard MacPherson, our Director and Chief Executive Officer, is the sole managing member, $116,500 to conduct testing of the Company's Sorbent product at the Centralia and Keephills plants.

Note 12 - Tax

Effective January 1, 2009, the Company received approval from the Internal Revenue Service of its election to be treated as an S-Corporation. Under federal and North Dakota laws, taxes based on income of S-Corporations are payable by the stockholders, individually.

Note 13 - Subsequent Events

On March 14, 2011, the Company issued 40 shares to investors for $100,000 or $2,500 per share.

On March 16, 2011, the Company issued 50 shares to a consultant for a value of $125,000. The shares were valued at $2,500 per share based upon the latest sale of shares to unrelated third parties. No quoted market price was available to value the shares on the date they were granted.

On April 18, 2011, the Company issued 20 shares to an investor for $50,000 or $2,500 per share.

On June 1, 2011, the Company entered into an Agreement and Plan of Merger with China Youth Media, Inc., pursuant to which at closing China Youth Media Merger Sub, Inc. (a wholly owned subsidiary of the China Youth Media, Inc. formed for the purpose of such transaction) will merge into Midwest, which will result in Midwest becoming a wholly-owned subsidiary of the China Youth Media, Inc. Upon closing, all of the outstanding shares of common stock of Midwest shall be converted, by virtue of the Merger, into such number of shares of Series B Convertible Preferred Stock (the "Merger Shares") of the Company so that the stockholders of Midwest will upon conversion of the Merger Shares own 90.0% of the China Youth Media, Inc. issued and outstanding capital stock after giving effect to the Merger. The Merger Agreement provides that 15% of the Merger Shares shall be held in escrow following the closing for a period of up to 150 days subject to the achievement of certain performance milestones. For accounting purposes and assuming achievement of certain performance milestones by Midwest Energy Emissions, Corp., the Merger will be treated as a reverse merger and a recapitalization of China Youth Media, Inc..

In accordance with ASC 855, the Company evaluated subsequent events through June 9, 2011, the date these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

EXHIBIT 99.2

Financial Statements of

Midwest Energy Emissions Corp.

(A Development Stage Company)

For the period ended March 31, 2011 and December 31, 2010 and for the period from inception (December 17, 2008) to March 31, 2011

TABLE OF CONTENTS

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
BALANCE SHEETS
MARCH 31, 2011 AND DECEMBER 31, 2010
(UNAUDITED)

	March 31, 2011	December 31, 2010
ASSETS		
CURRENT ASSETS		
Cash	$ 779	$ 7,310
Prepaid expenses	104,167	-
Total current assets	104,946	7,310
Property and Equipment, Net	1,007,945	1,746
Other Asset		
License, Net of accumulated amortization	86,766	88,236
TOTAL ASSETS	$ 1,199,657	$ 97,292
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	419,479	-
Advances payable - related party	526,870	377,389
Note payable - related party	154,102	-
Total current liabilities	1,100,451	377,389
Note payable	741,073	-
TOTAL LIABILITIES	1,841,524	377,389
STOCKHOLDERS' EQUITY (DEFICIT)		
Common stock; $1 par value; 10,000 shares authorized; 9,906 and 9,890 issued and outstanding as of March 31, 2011 and December 2010, respectively	9,980	9,890
Additional paid-in capital	287,238	62,328
Accumulated deficit	(939,045)	(352,315)
Total stockholders' deficit	(641,827)	(280,097)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	$ 1,199,697	$ 97,292

The accompanying notes are an integral part of these financial statements.

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF OPERATIONS
FOR THE THREE MONTH PERIOD ENDED MARCH 31, 2011 AND 2010
AND FOR THE PERIOD FROM DECEMBER 17, 2008 (INCEPTION) THROUGH MARCH 31, 2011
(UNAUDITED)

	FOR THE THREE MONTHS ENDED MARCH 31, 2011	FOR THE THREE MONTHS ENDED MARCH 31, 2010	DECEMBER 17, 2008 (INCEPTION) THROUGH MARCH 31, 2011
REVENUE - SERVICE	$ -	$ -	$ 314,025
COST OF REVENUE	-	-	121,041
GROSS PROFIT	-	-	192,984
OPERATING EXPENSES			
License maintenance fees	325,000	-	425,000
Research and development	102,418	-	252,512
General and administrative	82,726	1,774	195,518
Professional fees	57,522	-	222,996
TOTAL OPERATING EXPENSES	567,666	1,774	1,107,790
NET INCOME (LOSS) BEFORE OTHER EXPENSE	(567,666)	(1,774)	(914,806)
OTHER INCOME (EXPENSE)			
Interest Expense	(18,527)	-	(18,527)
Foreign exchange	(537)	-	(5,712)
Total other income (expense)	(19,064)	-	(24,239)
NET INCOME (LOSS)	$ (586,730)	$ (1,774)	$ (939,045)
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING	9,906	4,167	
BASIC AND DILUTED NET INCOME (LOSS) PER COMMON SHARE	$ (59)	$ (0.43)	

The accompanying notes are an integral part of these financial statements.

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF CASH FLOW
FOR THE THREE MONTH PERIOD ENDED MARCH 31, 2011 AND 2010
AND FOR THE PERIOD DECEMBER 17, 2008 (INCEPTION) THROUGH MARCH 31, 2011
(UNAUDITED)

	FOR THE THREE MONTHS ENDED MARCH 31, 2011	FOR THE THREE MONTHS ENDED MARCH 31, 2010	DECEMBER 17, 2008 (INCEPTION) THROUGH MARCH 31, 2011
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	$ (586,730)	$ (1,774)	$ (939,045)
Adjustments to reconcile net income (loss)			
to net cash used in operating activities:			
Stock based compensation	20,833	-	84,433
Amortization of license fees	1,470	1,470	13,234
Depreciation expense	24,788	-	24,833
Change in assets and liabilities			
Increase (decrease) in accounts payable	419,479	-	419,479
Increase (decrease) in other current liabilities	-	392	-
Net cash (used in) operating activities	(120,160)	88	(397,066)
CASH FLOWS USED IN INVESTING ACTIVITIES:			
Purchase of license	-	-	(100,000)
Purchase of equipment	-	-	(1,791)
Net cash provided by investing activities	-	-	(101,791)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Advances paid to related party	-	-	(32,515)
Proceeds received from related party advances	13,629	-	423,533
Payments of note payable	-	-	-
Proceeds from the issuance of common stock	100,000	-	100,000
Proceeds received from the issuance of common stock	-	-	8,618
Net cash provided by financing activities	113,629	-	499,636
NET INCREASE IN CASH AND CASH EQUIVALENTS	(6,531)	88	779
CASH AND CASH EQUIVALENTS - BEGINNING OF PERIOD	7,310	-	-
CASH AND CASH EQUIVALENTS - END OF PERIOD	$ 779	$ 88	$ 779
SUPPLEMENTAL CASH FLOW INFORMATION:			
Cash paid during the period for:			
Interest	$ -	$ -	
Taxes	$ -	$ -	
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS			
Stock issued for services	$ 125,000	$ 63,600	
Acquisition of fixed assets for notes and advances payable	$ (1,030,987)	$ -	
Note payable issued for equipment	$ 986,182	$ -	
Equipment paid for by a related party	$ 44,805	$ -	
Note payable paid for by a related party	$ 245,109	$ -	

The accompanying notes are an integral part of these financial statements.

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO THE FINANCIAL STATEMENTS
AS OF MARCH 31, 2011 AND 2010

Note 1 - Organization

On December 17, 2008, Midwest Emission Control Corp. (a corporation in the development stage) (the "Company") was incorporated in the State of North Dakota. The Company is engaged in the business of developing and commercializing state of the art control technologies relating to the capture and control of mercury emissions from coal fired broilers in the United States and Canada. In these notes, the terms "Midwest", "Company", "we", "us" or "our" mean Midwest Emissions Control Corp.

Note 2 - Summary Of Significant Accounting Policies

Basis of Presentation

These condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim consolidated financial information and with the instructions to Securities and Exchange Commission ("SEC") Form 10-Q and Article 8 of SEC Regulation S-X. The principles for interim consolidated financial information do not require the inclusion of all the information and footnotes required by generally accepted accounting principles for complete consolidated financial statements. Therefore, these consolidated financial statements should be read in conjunction with the Company's audited financial statements on Form 8-K for the years ended December 31, 2010 and 2009. The condensed financial statements included herein are unaudited; however, in the opinion of management, they contain all normal recurring adjustments necessary for a fair statement of the condensed results for the interim periods. Operating results for the three month period ended March 31, 2011 are not necessarily indicative of the results that may be expected for the year ending December 31, 2011. We made certain reclassifications to prior-period amounts to conform to the current presentation.

Development Stage Company

The Company is considered to be in the development stage as defined by ASC 915. The Company has devoted substantially all of its efforts to the corporate formation, the raising of capital and attempting to generate customers for the sale of the Company's products.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments and other short-term investments with maturity of three months or less, when purchased, to be cash equivalents.

Research and Development

The Company accounts for research and development costs in accordance with Accounting Standards Codification subtopic 730-10, Research and Development ("ASC 730-10"). Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and development costs are expensed when the contracted work has been performed or as milestone results have been achieved. Company sponsored research and development costs related to both present and future products are expensed in the period incurred.

Property and Equipment

Property and equipment are stated at cost. When retired or otherwise disposed, the related carrying value and accumulated depreciation are removed from the respective accounts and the net difference less any amount realized from disposition, is reflected in earnings. For financial statement purposes, property and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives of 3 to 5 years.

Expenditures for repairs and maintenance which do not materially extend the useful lives of property and equipment are charged to operations. When property or equipment is sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the respective accounts with the resulting gain or loss reflected in operations. Management periodically reviews the carrying value of its property and equipment for impairment.

Recoverability of Long-Lived and Intangible Assets

The Company has adopted Accounting Standards Codification subtopic 360-10, Property, Plant and Equipment ("ASC 360-10"). ASC 360-10 requires that long-lived assets and certain identifiable intangibles held and used by the Company be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Events relating to recoverability may include significant unfavorable changes in business conditions, recurring losses or a forecasted inability to achieve break-even operating results over an extended period. The Company evaluates the recoverability of long-lived assets based upon forecasted undiscounted cash flows. Should impairment in value be indicated, the carrying value of intangible assets would be adjusted, based on estimates of future discounted cash flows resulting from the use and ultimate disposition of the asset. ASC 360-10 also requires assets to be disposed of be reported at the lower of the carrying amount or the fair value less costs to sell.

Stock-Based Compensation

The Company accounts for stock-based compensation awards in accordance with the provisions of *Share-Based Payment*, which requires equity-based compensation, be reflected in the financial statements over the vesting period based on the estimated fair value of the awards. During the years ended March 31, 2011 and 2010, the Company had stock-based compensation expense related to issuances of stock to consultants of $20,833 and zero, respectively.

Fair Value of Financial Instruments

The Company's financial instruments include cash and other current liabilities. The fair value of these financial instruments approximate their carrying values due to their short maturities.

Foreign Currency Transactions

Transactions denominated in currencies other than the functional currency of the legal entity are re-measured to the functional currency of the legal entity at the period-end exchange rates. Any associated transactional currency re-measurement gains and losses are recognized in current operations. The reporting functional currency of the Company was U.S. dollars.

Revenue Recognition

The Company will record revenue from sales in accordance with ASC 605. The criteria for recognition are as follows:

1. Persuasive evidence of an arrangement exists;

2. Delivery has occurred or services have been rendered;

3. The seller's price to the buyer is fixed or determinable; and

4. Collectability is reasonably assured.

Determination of criteria (3) and (4) will be based on management's judgments regarding the fixed nature of the selling prices of the products delivered and the collectability of those amounts. Provisions for discounts and rebates to customers, estimated returns and allowances, and other adjustments will be provided for in the same period the related sales are recorded.

The Company earned revenue during 2009 from a subaward project from the University of North Dakota Energy and Environmental Research Center for "Full Scale Testing of Sorbent Injection Technology on Mercury Control." The Company recognized revenue for services performed upon completion of the test work and approval of the invoices submitted to the University of North Dakota Energy and Environment Research Center.

Basic and Diluted Loss Per Common Share

Basic net loss per common share is computed using the weighted average number of common shares outstanding. Diluted loss per share reflects the potential dilution from common stock equivalents, such as stock issuable pursuant to the exercise of stock options and warrants. There were no dilutive potential common shares as of December 31, 2010. Because the Company has incurred net losses and there are no potential dilutive shares, basic and diluted loss per common share are the same.

Recently Issued Accounting Standards

Management does not expect the adoption of recently issued accounting pronouncements to have a significant impact on our results of operations, financial position or cash flow.

Note 3 - Going Concern

The accompanying financial statements as of December 31, 2010 have been prepared assuming the Company will continue as a going concern. From the period of inception (December 17, 2008) through March 31, 2011, the Company has experienced a net loss, negative cash flows from operations and has an accumulated deficit of $939,045. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management intends to raise additional debt and/or equity financing to fund future operations. There is no assurance that its plan can be implemented; or that the results will be of a sufficient level necessary to meet the Company's ongoing cash needs. No assurances can be given that the Company can obtain sufficient working capital through borrowings or that the continued implementation of its business plan will generate sufficient revenues in the future to sustain ongoing operations.

The accompanying financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result from the possible inability of the Company to continue as a going concern.

Note 4 - Property And Equipment

Property and equipment at March 31, 2011 and December 31, 2010 are as follows:

	2010	2009
Computer equipment	$ 1,312	$ 1,312
Equipment	1,031,466	479
	1,032,778	1,791
Less: accumulated depreciation	(24,833)	(45)
Property and equipment, net	$ 1,007,945	$ 1,746

The Company uses the straight-line method of depreciation over 3 to 10 years. During the years ended March 31, 2011 and 2010, depreciation expense charged to operations was $24,833 and zero, respectively.

Note 5 - License Agreement

On January 15, 2009, the Company entered into an "Exclusive Patent and Know-How License Agreement Including Transfer of Ownership" with the Center for Air Toxic Metals ("CATM") division of the Energy Environmental Research Center, (EERC), a non-profit entity. Under the terms of the Agreement, the Company has been granted an exclusive license for the technology to develop, make, have made, use, sell, offer to sell, lease, and import the technology in any coal-fired combustion systems (power plant) worldwide and to develop and perform the technology in any coal-fired power plant in the world. The patent "Sorbents of Oxidation and Removal of Mercury" was filed by EERC on August 22, 2005 and granted on October 14, 2008.

The Company paid $100,000 in 2009 for the right to use the patents and at the option of the Company can pay $1,000,000 for the assignment of the patents after January 15, 2011 or pay the greater of the license maintenance fees or royalties on product sales for continued use of the patents. The license maintenance fees are $100,000 due January 1, 2010, $150,000 due January 1, 2011 and $200,000 due January 1, 2012 and each year thereafter. The running royalties are $100 (USD) per one megawatt of electronic nameplate capacity and $100 (USD) per three megawatt per hour for the application to thermal systems to which licensed products or licensed processes are sold by the Company, associate and sublicensees. Running royalties are payable by the Company within 30 days after the end of each calendar year to the licensor and may be credited against license maintenance fees paid.

The Company is required to pay the licensor 35% of all sublicense income received by the Company, excluding royalties on sales by sublicensees. Sublicense income is payable by the Company within 30 day after the end of each calendar year to the licensor.

Note 6 - License

License costs capitalized as of March 31, 2011 and 2010 are as follows:

	2011	2010
License	$ 100,000	$ 100,000
	100,000	100,000
Less: accumulated amortization	13,243	11,764
License, net	$ 86,766	$ 88,236

The Company is currently amortizing its patents over their estimated useful life of 15 years when acquired. During the years ended March 31, 2011 and 2010, amortization expense charged to operations was $1,470, respectively.

In accordance with ASC 360-10, the Company is required to review their long-lived assets, which includes their identifiable intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of a particular asset may not be recoverable. Based on the results of future undiscounted cash flows the Company determined that the fair value of the licenses exceeds the current book value of the license and therefore, no impairment exists.

Note 7 - Advances Payable – Related Party

As of March 31, 2011 and December 31, 2010, the Company had advances payable totaling $680,972 and $377,389 respectively, to a director of the Company. These advances are non-interest bearing, have no fixed terms of repayment and are unsecured.

Note 8 – Note Payable

On January 1, 2011, the Company purchased equipment for a promissory note in the amount of $986,182. The note matures on December 31, 2012 and is subject to an annual interest of 10% per annum. A director of the Company personally paid $245,109 of the note payable and the Company recorded the transaction as a related party advance. As of March 31, 2011, the note had an outstanding balance of $741,073. Interest expense at March 31, 2011 and 2010 was $18,527 and zero, respectively.

Note 9- Commitments And Contingencies

As discussed in Note 5, the Company has entered in an "Exclusive Patent and Know-How License Agreement Including Transfer of Ownership" that requires minimum license maintenance costs. The Company is planning on using the intellectual property granted by the patents for the foreseeable future. The license agreement is considered expired on the October 14, 2025, the date the patent expires.

For the Period Ending March 31,	License Maintenance Fees
2011	$ -
2012	200,000
2013	200,000
2014	200,000
2015	200,000
Thereafter	2,000,000
	$ 2,950,000

Note 10 - Equity

The Company was established with one classes of stock, voting common stock – 10,000 shares authorized at a par value of $1.

On December 18, 2008, the Company entered into a stock subscription agreement for the issuance 8,618 voting shares of common stock due from the Company's founder.

On October 8, 2009, the Company collected $4,167 ($1 per share) due from the Company's founder and issued 4,167 shares.

On August 31, 2010, the Company collected $4,451 ($1 per share) due from the Company's founder and issued 4,451 shares.

On January 2, 2010, the Company issued 1,272 shares to consultants for services rendered including engineering, scientific and technical advisory and business advisory services at a fair value of $63,600 ($50 per share). The value was based upon the contracted value of the services performed.

On March 14, 2011, the Company issued 40 shares to investors for $100,000 or $2,500 per share.

On March 16, 2011, the Company issued 50 shares to a consultant for a value of $125,000. The shares were valued at $2,500 per share based upon the latest sale of shares to unrelated third parties. No quoted market price was available to value the shares on the date they were granted.

The Company has not issued any options or warrants to date.

Note 11 - Tax

Effective January 1, 2009, the Company received approval from the Internal Revenue Service of its election to be treated as an S-Corporation. Under federal and North Dakota laws, taxes based on income of S-Corporations are payable by the stockholders, individually.

Note 12 - Subsequent Events

On April 18, 2011, the Company issued 20 shares to an investor for $50,000 or $2,500 per share.

On June 1, 2011, the Company entered into an Agreement and Plan of Merger with China Youth Media, Inc., pursuant to which at closing China Youth Media Merger Sub, Inc. (a wholly owned subsidiary of the China Youth Media, Inc. formed for the purpose of such transaction) will merge into Midwest, which will result in Midwest becoming a wholly-owned subsidiary of the China Youth Media, Inc. Upon closing, all of the outstanding shares of common stock of Midwest shall be converted, by virtue of the Merger, into such number of shares of Series B Convertible Preferred Stock (the "Merger Shares") of the Company so that the stockholders of Midwest will upon conversion of the Merger Shares own 90.0% of the China Youth Media, Inc. issued and outstanding capital stock after giving effect to the Merger. The Merger Agreement provides that 15% of the Merger Shares shall be held in escrow following the closing for a period of up to 150 days subject to the achievement of certain performance milestones. For accounting purposes and assuming achievement of certain performance milestones by Midwest Energy Emissions, Corp., the Merger will be treated as a reverse merger and a recapitalization of China Youth Media, Inc.

In accordance with ASC 855, the Company evaluated subsequent events through June 9, 2011, the date these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.