

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K /A
(Amendment No. 1)

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

(State or other jurisdiction of incorporation)

87-0398271

(I.R.S. Employer Identification No.)

3301 30th Avenue S

Grand Forks, North Dakota

(Address of principal executive offices)

58201-6009

(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))
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Introductory Statement

On June 27, 2011, we filed a Current Report on Form 8-K to report the acquisition of Midwest Energy Emissions Corp that closed on June 21, 2011 (the “Midwest Acquisition 8-K”). This Amendment No. 1 to the Midwest Acquisition 8-K is being filed to (i) amend and supplement Item 9.01 of the Midwest Acquisition 8-K to include pro-forma financial information required by part (b) of Item 9.01 of Form 8-K, and (ii) address comments from the Securities and Exchange Commission.

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”). Effective at the time of the Merger, Midwest changed its name to MES, Inc.

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. Subject to our obtaining the written consent of shareholders owning a majority of our voting securities, we intend to file a 14C Information Statement (disclosing approval of such amendment) within a reasonable period of time following the filing of our Quarterly Report on Form 10-Q for the period ended June 30, 2011. In this regard, we intend to file the required amendment as soon as reasonably practical, which we anticipate will be approximately seventy five (75) to ninety (90) days after the Closing.

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. Further, we hereby advise investors that:

- representations and warranties made in the Merger Agreement were made for the purpose of allocating contractual risk between the parties and not as a means of establishing facts;
- the Merger Agreement may contain different standards of materiality;
- the representations and warranties in the Merger Agreement are qualified by a confidential disclosure schedule that contains some non-public information that is not material;
- facts may have changed since the date of the Merger Agreement; and
- only parties to the Merger Agreement have a right to enforce the agreement.

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.

Finally, in connection with the transactions contemplated by the Merger Agreement, and pursuant to our obligations under a Business Consulting Agreement dated March 18, 2011, we issued 5,000,000 shares of our common stock to Eastern Sky, LLC as compensation for consulting services rendered in connection with the transaction.

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 n or Mr. Rifkin shall have any further responsibility or liability under the Employment Agreement, except the debt conversions, Nomination Agreement, and Voting Agreement as set forth in the Merger Agreement. The consideration Jay Rifkin is receiving pursuant to the Merger Agreement and related documents (as outlined in the preceding sentence) is deemed to be in full payment for all amounts owed Jay Rifkin under the Employment Agreement. See Item 3.02 – Unregistered Sales of Equity Securities, Debt Conversions below for a description of Mr. Rifkin's conversion of accrued salary and other indebtedness into our common stock prior to the Closing of the Merger.

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. We anticipate that this will take place over the next 60 days.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES.

Merger Shares

In connection with the Merger Agreement, effective on the date of Closing , 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 shareholders were familiar with our operations, were sophisticated investors (either directly or as a result of an advisor), there was no solicitation, they understood that the securities are "restricted securities" acquired for investment purposes and may not be resold unless registered under the Securities Act of 1933 or pursuant to an exemption from registration thereunder, and as a result 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, effective on the date of Closing, we agreed to issue and did 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, effective on the date of Closing, we agreed to issue and did 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.

Consulting Shares

In connection with the transactions contemplated by the Merger Agreement, and pursuant to our obligations under a Business Consulting Agreement dated March 18, 2011, we issued 5,000,000 shares of our common stock to Eastern Sky, LLC as compensation for consulting services rendered in connection with the transaction.

The shareholders were familiar with our operations, were sophisticated investors (either directly or as a result of an advisor), there was no solicitation, they understood that the securities are “restricted securities” acquired for investment purposes and may not be resold unless registered under the Securities Act of 1933 or pursuant to an exemption from registration thereunder, and as a result 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	Series B Preferred Percent of Class	Percent of Combines Classes (1)	Number of Shares of Common Stock Owned or Acquired on Conversion	Percent of Combined Classes (1)
3253517 Nova Scotia Limited (2)(8)	8,215	82.15%	73.94%	2,474,809,825	73.94%
Macaya Ecopreneur Ventures (3)	1,000	10.00%	9.00%	301,255,000	9.00%
StratTech Solutions, LLC (4)	200	2.00%	1.80%	60,251,000	1.80%
Christine Doris Foley	210	2.10%	1.89%	63,263,550	1.89%
Michael Joseph Foley	90	0.90%	0.81%	27,112,950	0.81%
Ruth Elaine Bakker	100	1.00%	0.90%	30,125,500	0.90%
James C. Trettel	50	0.50%	0.45%	15,062,750	0.45%
Christine Sutherland	25	0.25%	0.23%	7,531,375	0.23%
Clayton Park Medical Clinic (5)	20	0.20%	0.18%	6,025,100	0.18%
Granville Developments Corporation (6)	20	0.20%	0.18%	6,025,100	0.18%
Jeff Sproule	20	0.20%	0.18%	6,025,100	0.18%
Adnant, LLC (7)	50	0.50%	0.45%	15,062,750	0.45%
Jay Rifkin (8)	-0-	-0-	-0-	211,296,912(9)	6.27%
John F. Norris, Jr. (8)	-0-	-0-	-0-	-0-	-0-
All officers and directors as a group (3 persons)	8,215	82.15%	73.94	2,686,106,737(9)	79.67%
	10,000	100.00%	90%		

- (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.
- (4) John Pavlish is the controlling principal of StratTech Solutions, LLC.
- (5) Amer Ahmed is the controlling principal of Clayton Park Medical Clinic.
- (6) Jim and David Ross are the controlling principals of Granville Developments Corporation.
- (7) Sabas Carrillo is the controlling principal of Adnant, LLC.
- (8) Indicates an officer or director.
- (9) Includes: (a) 109,793,667 shares held by Rebel Holdings, LLC of which Mr. Rifkin is the sole managing member; (b) 37,303,998 shares which are directly held by Mr. Rifkin; (c) 39,774,247 shares held by Mojo Music, Inc. of which Mr. Rifkin is the sole managing member; (d) 525,000 shares issuable upon exercise of stock warrants with an exercise price of \$0.09 per share; (e) 3,750,000 shares issuable upon exercise of stock options with an exercise price of \$0.13 per share, which stock options are fully vested as of May 11, 2009; (f) 20,000,000 shares issuable upon exercise of stock options with an exercise price of \$0.13, which stock options vest annually over a period of four years from May 11, 2010; and (g) 150,000 shares issuable upon exercise of stock options with an exercise price of \$0.20 per share, which stock options vest annually over a period of three years from November 8, 2007. Mr. Rifkin's reported beneficial ownership does not include certain shares of common stock issued and issuable for which certain shareholders have granted Mr. Rifkin an irrevocable proxy to vote for certain directors.

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 2007.

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, including various combinations of chemical formulations used during the tests in which they were involved (SF - 6-12 and SB - 16-30) across North America. From 1999 to 2001, he was also the Director of Business Development for Pantellic Corporation, a business engaged in Internet photo sharing, in 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, his experience includes COO and CEO positions at mid-size companies and Senior Executive positions in major corporations with direct operational responsibility of tens of billions of dollars in assets, billions of dollars in annual revenues and over 8,000 employees.

Mr. Norris was retired from April 2010 through June 21, 2011. Prior to his retirement, he was the President and Chief Executive Officer of Fuel Tech (FTEK), a company in the business of air pollution control, 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, an electric utility, from 1999 until 2003; President and Chief Operating Officer of the American Bureau of Shipping Group, a business engaged in quality assurance and safety/risk assessments for shipping, pipelines and other energy, industrial and chemical industries, during 1999; and he was associated with Duke Energy Corporation, an electric utility also in the gas storage and pipelines business, 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. Attached hereto as Exhibit 99.3 is the required unaudited pro-forma financial information.
- (d) Exhibits.

Exhibit No.	Description
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3.1 (2)	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 (2)	Supplemental Agreement to the Agreement and Plan of Merger dated June 21, 2011
10.3 (2)	Acceptance and Waiver to the Agreement and Plan of Merger dated June 21, 2011
10.4 (2)	Escrow Agreement dated June 21, 2011
10.5 (2)	Certificate of Merger dated June 21, 2011
10.6 (2)	Voting Agreement dated June 21, 2011
10.7 (2)	Nomination Agreement dated June 21, 2011
10.8 (2)	Termination Agreement dated June 21, 2011
10.9	Business Consulting Agreement with Eastern Sky, LLC dated March 18, 2011
99.1 (2)	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 (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.
99.3	Pro-Forma Financial Information
(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.
(2)	Incorporated by reference from our Current Report on Form 8-K dated June 27, 2011 and filed with the Commission on June 27, 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: August 10, 2011

By: /s/ Richard MacPherson

Name: Richard MacPherson

Title: President

Business Consulting Agreement

This Business Consulting Agreement is entered into on March 18, 2011 by Midwest Emission Control Corp, a North Dakota Corporation ("Company") and Eastern Sky, LLC a Florida Limited Liability Company ("Consultant")

1. The Company is engaged in the development of technologies for the Fuel and Gas industries including a patented process to remove Mercury;
 2. Consultant is a business consultant that provides services to early stage companies in the process of going public, and strategic growth initiatives.
 3. Company desires to engage Consultant as a business consultant, in the above areas, and Consultant accepts such terms as follows. This Agreement shall be for a period of 6 months from the date hereof, unless earlier terminated.
 4. Consultant will advise and consult with the Company in the following specific areas:
 - (a) Structure of the company for purposes of going public, and strategic advice related to going public. Consultant is not an investment banker or broker, and will not act in any such capacity, or in the capacity of a public underwriter, and his services shall be limited to advice and consulting regarding going public. Consultant shall not be paid or accept any compensation of any kind in connection with the offer, purchase or sale of securities.
 - (b) Engaging appropriate SEC counsel, auditors, transfer agents and other professionals for the purpose of going public as a registered fully reporting public company. Consultant is not acting as an attorney in any regard, and is not providing any legal services whatsoever and is not receiving any portion of the fees paid to such persons.
 - (c) Working with management of the company in the areas of strategic growth initiatives. Consultant will not, in any manner, be involved in day to day management of the Company, and the Company will not, at any time, share material non-public information with Consultant.
 5. Company shall pay for the services of Consultant as follows:
 - (a) A consulting fee of 5,000,000 restricted shares of the Company's restricted common stock in the restructured public company (the "Shares"). Restructured Public Company means the Company after it has undergone a corporate restructuring that involves a change of shareholder voting control, merger, acquisition or increase in authorized capital. This fee is for all initial work and costs associated with coordinating all initial audit and filings with the SEC attorney and auditor. Consultant shall also provide initial use administrative staff during that time period to help with all documentation and filings required by the Company, included within this fee.
 - (b) The issuance of the Shares shall be issued in full upon the corporate restructuring and are deemed to be fully vested and earned upon the execution hereof. Consultant may assign all or a portion of these shares as it deems appropriate. Consultant intends to devote up to 20 hours per week on behalf of Company. Said work may be in phone, in person, or otherwise, and Consultant will not have any specific hours of work in this regard. In the event the Company decides not to have its common shares publicly traded, the Company shall redeem [all rights to] the Shares at the price of \$.20 per share upon receiving written notice that the Consultant elects to require the Company redeem the Shares. In such event, the Company will tender payment for the Shares to Consultant within ten days after receiving Consultant's written notice.
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6. This Agreement may be terminated at any time, for any reason, by the Company, however, termination shall not effect the shares that are issued to Consultant, or any payments due hereunder, which are deemed to be fully earned upon execution hereof.



7. Consultant agrees to act maintain confidentiality of any and all information that comes into his possession unless otherwise authorized, to use his best efforts to further the business interests of the Company during the term of this Agreement in accordance with the terms hereof. The parties agree that Consultant shall not receive any material non-public information from Company at either time, nor shall it, in any manner be considered an insider or affiliate of the Company. Rather, the efforts of Consultant shall be limited strictly to the specific matters and areas referenced above, and shall not involve general management or business issues.

8. The parties hereby mutually agree to indemnify each other, and hold each other harmless from any against any and all claims demands or liabilities of any kind or nature arising out of the actions of either party hereunder, or with regard to the matters herein pertaining.

9. The parties agree and acknowledge that Consultant shall be entitled to assign this Consulting agreement to a business entity owned by Consultant, at any time, and upon notice of such assignment this agreement shall be assigned, and transferred in its entirety to such entity.

10. This Agreement is entered into in Florida and enforceable under Florida Law.

Wherefore the parties have executed this Agreement this 15th day of March 2011.

Eastern Sky , LLC	Midwest Emission Control Corp
By: 	By: 
Brian Hebb, Managing Partner	CEO

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
UNAUDITED PRO FORMA BALANCE SHEET
JUNE 21, 2011

Pro forma financial information.

The transaction contemplated under the Merger Agreement is deemed to be a reverse acquisition, where China Youth Media, Inc. (the legal acquirer) is considered the accounting acquiree and Midwest Energy Emissions Corp. (the legal acquiree) is considered the accounting acquirer. The assets and liabilities will be transferred at their historical cost with the capital structure of China Youth Media, Inc.. China Youth Media, Inc. is deemed a continuation of the business of Midwest Energy Emissions Corp., and the historical financial statements of Midwest Energy Emissions Corp. will become the historical financial statements of China Youth Media, Inc.; therefore, we will provide a pro forma balance sheet to show the recapitalization of the company and the pro forma statement of operation through June 21, 2011.

	Midwest Energy Emissions Corp.	China Youth Media, Inc.	Pro Forma Adjustments	Pro Forma Combined
ASSETS				
CURRENT ASSETS				
Cash	\$ 13	\$ 11,150	\$ -	\$ 11,163
Other current asset	579	1,876	-	2,455
Total current assets	592	13,026	-	13,618
Property and Equipment, Net	980,914	5,705	-	986,619
Other Asset				
License, Net of accumulated amortization	85,295	2,000	-	87,295
TOTAL ASSETS	\$ 1,066,801	\$ 20,731	\$ -	\$ 1,087,532
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)				
CURRENT LIABILITIES				
Accounts payable and accrued expenses	676,105	377,140	-	1,053,245
Advances payable - related party	190,116	-	-	190,116
Note payable - related party	-	140,242	-	140,242
Total current liabilities	866,221	517,382	-	1,383,603
Note payable - related party	1,125,016	-	-	1,125,016
Note payable	276,145	50,000	-	326,145
Beneficial conversion feature	-	(116,072)	-	(116,072)
TOTAL LIABILITIES	2,267,382	451,310	-	2,718,692
STOCKHOLDERS' EQUITY (DEFICIT)				
Preferred stock, \$0.001 par value; 2,000,000 shares authorized;				
Series A Preferred Stock, \$0.001 par value; 500,000 shares authorized;				
zero shares issued and outstanding at June 21, 2011;	-	-	-	-
Series B Preferred Stock; \$0.001 par value; 10,000 shares authorized;	-	-	10,000	10,000
10,000 shares issued and outstanding as of June 21, 2011			-	
Additional paid-in capital - Series B Preferred Stock	-	-	-	-
Common stock; \$0.001 par value; 500,000,000 shares authorized;				
334,727,476 issued and outstanding as of June 21, 2011, respectively	10,000	334,727	(10,000)(A)	334,727
Additional paid-in capital	337,218	23,746,266	(24,511,572)	(428,088)
Accumulated other comprehensive income	-	(16,910)	16,910 (A)	-
Accumulated deficit	(1,547,799)	(24,494,662)	24,494,662 (A)	(1,547,799)
Total stockholders' deficit	(1,200,581)	(430,579)	-	(1,631,160)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	\$ 1,066,801	\$ 20,731	\$ -	\$ 1,087,532

(A) - Reflects the recapitalization of China Youth Media, Inc. as a result of the merger agreement.

MIDWEST ENERGY EMISSIONS CORP.
(A DEVELOPMENT STAGE COMPANY)
UNAUDITED PRO FORMA STATEMENT OF OPERATION
JUNE 21, 2011

	Midwest Energy Emissions Corp.	China Youth Media, Inc.	Pro Forma Adjustments	Pro Forma Combined
REVENUE				
Sales	\$ -	\$ 22,451	\$ (22,451) (B)	\$ -
Total revenue	-	22,451	(22,451)	-
OPERATING EXPENSES				
License Maintenance Fees	375,000	-	-	375,000
Research and development	204,213	-	-	204,213
Selling, general and administrative expenses	587,422	416,397	(416,397) (B)	587,422
Total operating expenses	1,166,635	416,397	(416,397)	1,166,635
Operating loss	(1,166,635)	(393,946)	393,946 (B)	(1,166,635)
Other Income (expense)				
Interest income (expense)	(28,138)	(45,238)	45,238 (B)	(28,138)
Foreign Exchange	(711)	-	-	(711)
Rental Income	-	-	-	-
Loss on impairment	-	(26,519)	26,519 (B)	-
Gain on debt extinguishment	-	247,333	(247,333) (B)	-
Total other income (expense)	(28,849)	175,576	(175,576)	(28,849)
NET LOSS	<u>\$ (1,195,484)</u>	<u>\$ (218,370)</u>	<u>218,370</u>	<u>(1,195,484)</u>
Comprehensive Loss				
Foreign currency translation adjustment	-	(16,910)	16,910 (B)	-
Net loss	(1,195,484.00)	(218,370)	218,370 (B)	(1,195,484)
COMPREHENSIVE LOSS	<u><u>\$(1,195,484.00)</u></u>	<u><u>\$ (235,280)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (1,195,484)</u></u>

(B) – Reflects the recapitalization of China Youth Media, Inc. as a result of the reverse merger.

THE LEBRECHT GROUP

A PROFESSIONAL LAW CORPORATION

Brian A. Lebrecht, Esq.
Elliott N. Taylor, Esq.**

Craig V. Butler, Esq. *

Admitted only in California*

Admitted only in Utah**

August 10, 2011

United States Securities and Exchange Commission
Division of Corporation Finance
100 F Street, NE
Washington, D.C. 20549
Attn: Geoffrey Kruczek

Re: China Youth Media, Inc.
Form 8-K
File No. 000-33067

Dear Mr. Kruczek:

On behalf of China Youth Media, Inc. (the "Company"), we herein provide the following responses to the Commission Staff comment letter dated July 20, 2011, regarding the above-listed Current Report on Form 8-K filed on June 27, 2011 for the Company. We have summarized the Staff's comments in bold and italics followed by the Company's response.

1. *Given the disclosure in your Form 10-Q for the period ended March 31, 2011 regarding your assets and operations and the agreement with an unrelated third party to assist in effecting a reverse merger, it appears this Form 8-K should include the disclosures required by Items 2.01(f), 5.01(a)(8) and 5.06 of that form. Please revise accordingly.*

The Company respectfully disagrees. There was an extensive analysis done by two separate law firms prior to the transaction on whether or not the Company met the definition of a shell pursuant to Rule 12b-2 under the Exchange Act. The conclusion of both law firms was that the Company was not a shell prior to the transaction. Factors in the analysis included, but were not limited to, the following:

- On the cover page of the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2011, and on the cover page of the Company's Annual Report for the year ended December 31, 2010, the Company affirmatively stated that it was not a shell;
- According to the audited financial statements for the year ended December 31, 2010, included in the Company's 10-K, the Company had not only cash, but also property and equipment, on its balance sheet. Admittedly, their total assets were down significantly, but that was primarily a result of their write down of intangible assets from \$4.6m to \$2,000 as they entered into "Termination Agreements" (as described in the 10-K). Nonetheless, operating expenses were \$2.2m during the year, which were made up of salaries and employee benefits, professional fees, rent expenses, legal expense, and consulting fees. These are indications of continued operations, not a shell.

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- Similarly, the Company's financial statements for the quarter ended March 31, 2011 continued to reveal property and equipment. There were revenues for the quarter, as well as operating expenses similar in proportion to what there was the previous year. Revenues were not from passive activities, but rather were from the "aggregation and distribution of international content and advertising for Internet consumption in China." Again, these are markers of an operating company, not a shell.
- The Company continued to operate four subsidiaries.

Admittedly, the Company hired a consultant to find a merger candidate, and for accounting purposes that transaction was accounted for as a reverse merger. But neither of those facts means that the Company was a shell at the time of the transaction. It was an operating company that completed a reverse merger.

Item 1.01. Entry into a Material Definitive Agreement

2. *Please clarify when you intend to file the amendment to your articles mentioned here.*

The Company will undertake the filing of a 14C Information Statement within a reasonable period of time following the filing of its upcoming Quarterly Report on Form 10-Q. Contractually, the Company is obligated to do so with in a "reasonable time" following the Closing of the transaction. The following sentence was added to the disclosure:

"Subject to our obtaining the written consent of shareholders owning a majority of our voting securities, we intend to file a 14C Information Statement (disclosing approval of such amendment) within a reasonable period of time following the filing of our Quarterly Report on Form 10-Q for the period ended June 30, 2011. In this regard, we intend to file the required amendment as soon as reasonably practical, which we anticipate will be approximately seventy five (75) to ninety (90) days after the Closing."

Item 1.02 Termination of a Material Definitive Agreement, page 3

3. Please clarify the nature and amount of “consideration Jay Rifkin is receiving pursuant to the Merger Agreement and related documents.” Also tell us to what “related documents” you are referring and what provisions of those documents and the Merger Agreement provide for the payment of consideration.

Immediately prior to the Closing of the Merger (as those terms are defined in the 8-K), Mr. Rifkin converted accrued salary and other indebtedness into common stock of the Company. The conversion of indebtedness, and the terms of said conversions, are the “consideration” referred to in the 8-K. The disclosure was revised slightly, and the following reference was included, to clarify:

“Neither us or Mr. Rifkin shall have any further responsibility or liability under the Employment Agreement, except the debt conversions, Nomination Agreement, and Voting Agreement as set forth in the Merger Agreement. The consideration Jay Rifkin is receiving pursuant to the Merger Agreement and related documents (as outlined in the preceding sentence) is deemed to be in full payment for all amounts owed Jay Rifkin under the Employment Agreement. See Item 3.02 – Unregistered Sales of Equity Securities, Debt Conversions below for a description of Mr. Rifkin’s conversion of accrued salary and other indebtedness into our common stock prior to the Closing of the Merger.”

Item 2.01 Completion of Acquisition or Disposition of Assets

4. We refer to your disclosure indicating that as of the closing of the reverse merger, you liquidated the subsidiaries and dissolved the corporate entities. Please tell us the specifics and timing for this transaction, whether there was any operations or assets at the time of the liquidation and clarify your accounting treatment. Tell us your consideration of providing pro forma information for this transaction. Please refer to the guidance in Article 11 of Regulation S-X. Please also provide us your analysis as to whether stockholder approval was or is required under your governing documents and laws of your jurisdiction of incorporation.

Respectfully, the Company wishes to highlight that the disclosure states that it may “be in the process of spinning-off or liquidating to the satisfaction of Midwest,” its subsidiaries. The subsidiaries have not yet been spun-off or liquidated, but the Company anticipates doing so within the next 60 days. The following statement was added to the disclosure to clarify:

“We anticipate that this will take place over the next 60 days.”

5. Please revise to provide the dates of the sales discussed and to state briefly the facts relied upon to make the exemption available. See Item 701(a) and (d) of Regulation S-K.

For all three issuances described, the disclosure was revised to clarify that the issuances were done on the date of Closing. Further, language was added to each clarifying the facts relied upon for the applicable exemption.

Item 5.01 Changes in Control of Registrant, page 5

6. Please revise to identify the natural persons who exercise voting and/or investment power over the securities beneficially owned by StratTech Solutions, LLC, Clayton Park Medical Clinic, Granville Developments Corporation and Adnant, LLC.

The requested information has been added.

7. It appears from your disclosure that Jay Rifkin will continue as a director after the merger and that John Norris was appointed as your chief executive officer. Therefore, please revise to include these persons in the table. Please also revise to include a separate line for all executive officers and directors as a group.

The requested disclosure has been added.

8. Your disclosure appears limited to beneficial ownership of preferred shares before and after those shares convert to common shares. Please also address beneficial ownership of common stock that is currently outstanding.

The requested disclosure has been added. The shares of common stock that are currently outstanding are nominal in comparison to the shares issuable upon conversion of the preferred shares. The far right column represents ownership of both classes, including the common stock, and as you can see there are no shareholders that own greater than 5% of the combined classes other than officers and directors.

Item 5.02 Departure of Directors or Principal Officers..., page 5

9. Please clarify the nature of the “various technologies” mentioned in your disclosure regarding Mr. MacPherson’s business experience. Also clarify the nature of the business engaged in by Pantellic Corporation.

Mr. MacPherson’s bio was revised to read as follows:

“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, including various combinations of chemical formulations used during the tests in which they were involved (SF - 6-12 and SB - 16-30) across North America. From 1999 to 2001, he was also the Director of Business Development for Pantellic Corporation, a business engaged in Internet photo sharing, in San Francisco, CA.”

10. *Please revise to clarify Mr. Norris' business experience from April 1, 2010 until June 21, 2011. Also clarify the business engaged in by each entity mentioned in your disclosure regarding his business experience.*

Mr. Norris' bio was revised to read as follows:

"Mr. Norris was retired from April 2010 through June 21, 2011. Prior to his retirement, he was the President and Chief Executive Officer of Fuel Tech (FTEK), a company in the business of air pollution control, 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, an electric utility, from 1999 until 2003; President and Chief Operating Officer of the American Bureau of Shipping Group, a business engaged in quality assurance and safety/risk assessments for shipping, pipelines and other energy, industrial and chemical industries, during 1999; and he was associated with Duke Energy Corporation, an electric utility also in the gas storage and pipelines business, from 1982 until 1999 in positions from Assistant Engineer to Senior Vice President, Chairman and Chief Executive Officer of Duke Energy Global Asset Development."

Exhibit 10.1

11. *Please ensure that the document you file as Exhibit 10.1 is complete. We note that this exhibit is currently missing multiple attachments, including the Disclosure Schedule to which you refer.*

The Merger Agreement does not have any Exhibits. Any documents referenced in the Merger Agreement have been included in the 8-K filing, except the Disclosure Schedule. Regulation S-K Item 601(b)(2), allows "schedules (or similar attachments)" to the agreement to be omitted from the filing unless they contain information material to an investment decision (not otherwise disclosed).

Management of the Company has reviewed the Disclosure Schedules and determined that they do not contain any material information that is not otherwise disclosed. Upon request from the Commission, the Company will furnish supplementally a copy of the Disclosure Schedules.

Finally, the following disclaimer was added to the disclosure to ensure that investors are aware of the Disclosure Schedules in making their investment decision:

"Further, we hereby advise investors that:

- representations and warranties made in the Merger Agreement were made for the purpose of allocating contractual risk between the parties and not as a means of establishing facts;
 - the Merger Agreement may contain different standards of materiality;
 - the representations and warranties in the Merger Agreement are qualified by a confidential disclosure schedule that contains some non-public information that is not material;
 - facts may have changed since the date of the Merger Agreement; and
 - only parties to the Merger Agreement have a right to enforce the agreement."
-

Exhibit 99.1

Notes to the Financial Statements

Note 2. Recoverability of Long-Lived and Intangible Assets, page F-7

12. ***We refer to your disclosure that your evaluation is based on estimates of future discounted cash flows and the ultimate disposition of the assets. Given your limited operations, please tell us why you believe this model is the most appropriate and disclose how you weighted the results of the approaches (i.e. income approach compared to market approach).***

The Company will revise its disclosure in future filings to remove “and the ultimate disposition of the assets” from Note 2 – *Recoverability of Long-Lived and Intangible Assets*.

The Company believes that the Income Approach is the most appropriate model because the Income Approach uses expectations of future cash flows or earnings and converts them into a single discounted present amount (e.g., present value techniques, option-pricing models, the multi-period excess earnings method to value certain intangibles) to determine fair value as compared to the Market Approach which uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities (e.g., market multiples, matrix pricing to value debt securities based on their relationship to other benchmark quoted securities) to determine fair value. Since the Company’s largest asset comprises its capitalized license, which gives it the right to exploit certain patents, and since these are relatively new patents which make implementing the Market Approach difficult and unreliable given the difficulty of finding identical or comparable assets (i.e. the new patents), the Company believes that the Income Approach is the most appropriate model.

Note 7. License, page F-11

13. ***We refer to your disclosure that you evaluated the capitalized license costs’ recoverability based on the results of future undiscounted cash flows. Please reconcile this statement to your methodology disclosed in Note 2 which indicates you also consider the value of the ultimate disposition of the asset.***

The Company will revise its disclosure in future filings to remove “and the ultimate disposition of the assets” from Note 2 – *Recoverability of Long-Lived and Intangible Assets*, which Note will state the following:

“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. 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.

14. ***Further, please provide the following:***

- ***Clarify the nature of the key assumptions for the individual models, including how those key assumptions were determined;***
- ***Provide a discussion of the degree of uncertainty associated with the key assumptions;***
- ***Describe potential events and/or changes in circumstances that could reasonably be expected to negatively affect the key assumptions.***

The company used a 5-year discounted cash flow model which cash flows were based on recent and currently negotiated contracts, including but not limited to, the contract with TransAlta Corporation. In light of recent economic turmoil, the Company assumed a flat growth rate over the 5-year period and used a discount rate of 20%.

Given the level of, and volatility in, recent economic turmoil in domestic and international markets, there are potentially many unfavorable changes in business conditions and/or events that can increase uncertainty associated with key model assumptions and/or negatively affect the key model assumptions, such as changes in interest rates and high levels of volatility in capital markets all of which could change the estimated cost of capital to the Company; however management used its best efforts so that key assumptions took into consideration the uncertainty inherent in the current economic environment.

15. ***Please also tell us in greater detail how you determined the undiscounted cash flows exceeded the fair value of the licenses and your basis for your projected cash flows.***

Please see comment response to comment 13 and 14.

Exhibit 99.2

Statements of Operations, page F-2

16. ***We see you recorded license maintenance fees of \$325,000 for the three months ended March 31, 2011. Tell us how this reconciles to the payment schedule described in Note 5.***

Of the \$325,000 amount, \$150,000 were amounts as disclosed in the original License Agreement as part of the payment schedule and the additional \$175,000 were one-time fees related to the License but were not include in the payment schedule.

Statements of Cash Flows, page F-3

17. *We refer to the disclosure at the bottom of the page indicating you acquired \$986,182 of equipment in exchange for a note payable, as well as \$44,805 of equipment paid by a related party. Please tell us the type of equipment obtained and whether you obtained the equipment from a related party. To the extent you obtained the equipment from a related party, please tell us how the value assigned to the equipment was determined.*

The type of equipment obtained was a Chemical Injection System and associated metal fittings and structural supports, and two Material Producers. The equipment was obtained from a third party.

18. *We see the merger will be treated as a recapitalization of China Youth Media, Inc. Please tell us how you intend to retroactively apply the recapitalization in the financial statements presented in future filings. Please explain the basis in U.S. GAAP for your view.*

For accounting purposes, the Merger was treated as a reverse merger and a recapitalization of China Youth Media, Inc., where China Youth Media, Inc. (the legal acquirer) is considered the accounting acquiree and Midwest Energy Emissions Corp. (the legal acquiree) is considered the accounting acquirer. The assets and liabilities will be transferred at their historical cost with the capital structure of China Youth Media, Inc. China Youth Media, Inc. is deemed a continuation of the business of Midwest Energy Emissions Corp., and the historical financial statements of Midwest Energy Emissions Corp. will become the historical financial statements of China Youth Media, Inc.

Please see the attached Pro forma financial statements which includes the balance sheet to show the recapitalization of the company and the pro forma statement of operations through June 21, 2011.

Company Statements

- The Company is responsible for the adequacy and accuracy of the disclosure in the filing;
- Staff comments or changes to disclosure in response to staff comments do not foreclose the Commission from taking any action with respect to the filing; and
- The Company may not assert staff comments as a defense in any proceeding initiated by the Commission or any person under the federal securities laws of the United States.

The letter attached hereto indicates the Company's agreement and affirmation of the above "Company Statements."

Geoffrey Kruczek
U.S. Securities and Exchange Commission
Division of Corporation Finance
August 10, 2011
Page 9

Please do not hesitate to contact me if you have any questions. Thank you for your time and attention to this matter.

Sincerely,

By: /s/ Brian A. Lebrecht, Esq.

Brian A. Lebrecht, Esq.

August 10, 2011

United States Securities and Exchange Commission
Division of Corporation Finance
100 F Street, NE
Washington, D.C. 20549
Attn: Geoffrey Kruczek

Re: China Youth Media, Inc.
Form 8-K
File No. 000-33067

Dear Mr. Kruczek:

China Youth Media, Inc. (the "Company") hereby affirms and agrees with the following statements related to the comment response for the above-mentioned filing to be filed with the Commission on August 10, 2011:

Company's Statements

- The Company is responsible for the adequacy and accuracy of the disclosure in the filing;
- Staff comments or changes to disclosure in response to staff comments do not foreclose the Commission from taking any action with respect to the filing; and
- The Company may not assert staff comments as a defense in any proceeding initiated by the Commission or any person under the federal securities laws of the United States.

Please do not hesitate to contact me if you have any questions. Thank you for your time and attention to this matter.

Sincerely,

By: /s/ Richard MacPherson

Richard MacPherson
President
