

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) **October 7, 2011**

MIDWEST ENERGY EMISSIONS CORP.

(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**

China Youth Media, Inc.

(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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Item 3.02 Unregistered Sales of Equity Securities.

Between September 23, 2011 and October 7, 2011, China Youth Media, Inc., now known as Midwest Energy Emissions Corp. (the "Company," "we," "our," or "us"), sold in a private offering with three investors a total of 20.75 units with each unit consisting of 110 shares of the Company's Series C Convertible Preferred Stock for total gross proceeds of \$207,500. Reference is made to the Current Report on Form 8-K filed on September 19, 2011 by the Company for a description of the terms and conditions of the Series C Convertible Preferred Stock and its automatic conversion under certain circumstances into shares of common stock.

The sale of the units and the securities contained therein were exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(2) thereof and Regulation D promulgated thereunder, as transactions by an issuer not involving a public offering. The purchasers of the securities represented their intention to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were affixed to the certificates issued in such transactions. All purchasers of the securities represented and warranted, among other things, that they were accredited investors within the meaning of Regulation D, that they had the knowledge and experience in financial and business matters necessary to evaluate the merits and risks of an investment in the securities and had the ability to bear the economic risks of the investment, and that they had adequate access to information about the Company.

See Item 5.03 below for information on the Reverse Stock Split and Authorized Share Amendment which became effective as of October 7, 2011 which resulted, among other things, in the conversion of the outstanding shares of Series B Convertible Preferred Stock and Series C Convertible Preferred Stock into shares of common stock. The issuance of the foregoing securities were exempt from registration under the Securities Act of 1933, as amended, under Section 3(a)(9).

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Chief Financial Officer

Effective as of October 10, 2011, the Board of Directors of the Company has elected Richard H. Gross as Chief Financial Officer of the Company.

Mr. Gross, age 40, was Controller/Chief Financial Officer of S&G Manufacturing Group, LLC, a company which provides design, engineering, fabrication and installation solutions to diverse industries including food service, healthcare and retail, from June 2009 to October 7, 2011. Prior thereto, and from April 2006 to March 2009, he was Associate Vice President of Business Development of JMAC, Inc., a private equity company. From 2000 to 2006, Mr. Gross was controller of the Columbus Blue Jackets, a National Hockey League team. Mr. Gross holds a Bachelor of Arts in Accounting from Otterbein College, Westerville, Ohio and has been a certified public accountant since 1997.

The Company and Richard H. Mr. Gross entered into an employment agreement, effective as of October 10, 2011, pursuant to which Mr. Gross agreed to be employed by the Company as Chief Financial Officer for a period of one year which may be renewed subject to the approval by the Board. During the period of employment, Mr. Gross shall receive an annual base salary equal to \$114,000. Mr. Gross shall also be entitled to participate in all corporate 401k programs and health benefit plans instituted by the Company any yearly structured bonuses to be reviewed and approved by the Board. The Company also agreed to grant Mr. Gross 50,000 shares of common stock as a signing bonus which will vest one year from the effective date of the employment agreement and Mr. Gross shall be entitled to participate in any stock option and incentive plans adopted by the Company.

Mr. Gross does not have any family relationships with any of the Company's directors or executive officers, or any person nominated or chosen by the Company to become a director or executive officer.

Other than as disclosed in this Current Report on Form 8-K, there are no arrangements or understandings between Mr. Gross and any other person pursuant to which he was selected as an officer, and there have not been any past transactions, nor are there any currently proposed transactions, between the Company or any of its subsidiaries, on the one hand, and Mr. Gross, on the other hand, that would require disclosure pursuant to Item 404(a) of Regulation S-K.

Appointment of Chairman of the Board

Effective as of October 12, 2011, the Board of Directors of the Company has elected John F. Norris, Jr. as Chairman of the Board of the Company. Mr. Norris is also the current Chief Executive Officer which position he will retain. Richard MacPherson, who had been Chairman prior to Mr. Norris's election, will continue to serve as the Company's President, Secretary and Treasurer.

Mr. Norris, age 62, became our Chief Executive Officer on June 21, 2011 and has been a director since July 7, 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.

In June 2011, the Company and Mr. Norris entered into a two month consulting agreement which has been extended on a monthly basis pursuant to which Mr. Norris is entitled to receive \$15,000 per month. The Company anticipates that it will enter into a formal employment agreement with Mr. Norris during the fourth quarter of 2011 containing terms as the parties shall agree.

Mr. Norris does not have any family relationships with any of the Company's directors or executive officers, or any person nominated or chosen by the Company to become a director or executive officer.

Other than as disclosed in this Current Report on Form 8-K, there are no arrangements or understandings between Mr. Norris and any other person pursuant to which he was selected as an officer, and there have not been any past transactions, nor are there any currently proposed transactions, between the Company or any of its subsidiaries, on the one hand, and Mr. Norris, on the other hand, that would require disclosure pursuant to Item 404(a) of Regulation S-K.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Pursuant to a Certificate of Amendment to our Certificate of Incorporation filed with the State of Delaware and effective as of October 7, 2011, we (i) changed our corporate name from "China Youth Media, Inc." to "Midwest Energy Emissions Corp." (the "Corporate Name Change"), and (ii) effected a reverse stock split of all the outstanding shares of our common stock at an exchange ratio of one for one hundred ten (1:110) (the "Reverse Stock Split") and changed the number of our authorized shares of common stock, par value \$.001 per share, from 500,000,000 to 100,000,000 (the "Authorized Share Amendment").

We will not issue any fractional share interests as a result of the Reverse Stock Split. Instead, all fractional shares will be rounded up, so that a holder of pre-split shares will receive, in lieu of any fraction of a post-split share to which the holder would otherwise be entitled, an entire post-split share. No cash payment will be made to reduce or eliminate any fractional share interest.

The Corporate Name Change, Reverse Stock Split and Authorized Share Amendment (collectively, the "Corporate Actions") were approved by the Board of Directors and by the holders of shares representing a majority of our voting securities which holders have given their written consent to such actions. On August 24, 2011 (the "Record Date"), we received written consents to the foregoing actions from stockholders entitled to 2,962,936,737 votes (approximately 88.3% of the voting power of our shareholders as of the Record Date). Under Delaware corporation law, the consent of the holders of a majority of the voting power is effective as stockholders' approval. In accordance with the requirements of the Securities Exchange Act of 1934 and Regulation 14C promulgated thereunder, an Information Statement was mailed to stockholders.

Immediately prior to the effectiveness of the Corporate Actions, we had outstanding 341,735,841 shares of common stock, 10,000 shares of Series B Convertible Preferred Stock and 5,582.5 shares of Series C Convertible Preferred Stock. As a result of the Reverse Stock Split and Authorized Share Amendment, the 341,735,841 shares of common stock outstanding have been reduced to approximately 3,106,690 shares of common stock. In addition, the 10,000 shares of Series B Convertible Preferred Stock outstanding have automatically converted into approximately 27,386,819 shares of common stock, and the 5,582.5 shares of Series C Convertible Preferred Stock outstanding have automatically converted into 507,500 shares of common stock. As a result, and following the effectiveness of the Corporate Actions, there are approximately 31,001,009 shares of common stock and no shares of preferred stock issued and outstanding.

Item 5.07 Submission of Matters to a Vote of Security Holders.

See Item 5.03.

Item 8.01 Other Events.

The Corporate Name Change and Reverse Stock Split described under Item 5.03 became effective with the OTCBB at the opening of trading on October 7, 2011. Due to the Reverse Stock Split, FINRA has placed a “D” on the ticker symbol for 20 business days to signify that the Reverse Stock Split has occurred. As a result, effective as of the opening of trading on October 7, 2011 and for the next 20 business days, our stock will trade under the symbol “CHYUD”. Our new CUSIP number is 59833H101.

Holders of shares of our common stock are not required to exchange their certificates representing shares of common stock held prior to the Reverse Stock Split and Corporate Name Change for new certificates representing shares of common stock resulting from the Reverse Stock Split and Corporate Name Change. If, however, a stockholder wishes to exchange such stockholder’s certificates, the stockholder may do so by surrendering its certificate to our transfer agent with a request for a replacement certificate and the appropriate stock transfer fee.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Description

3.1	Certificate of Amendment filed with the Secretary of State of Delaware effective on October 7, 2011
10.1	Employment Agreement effective as of October 10, 2011 by and between Richard H. Gross and Midwest Energy Emissions Corp.

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.

MIDWEST ENERGY EMISSIONS CORP.

(Registrant)

Dated: October 14, 2011

By: /s/ Richard MacPherson

Name: **Richard MacPherson**

Title: **President**

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
CHINA YOUTH MEDIA, INC.**

We, the undersigned, President and Secretary, respectively, of **China Youth Media, Inc.**, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware

DO HEREBY CERTIFY:

FIRST: That the name of the Corporation is **China Youth Media, Inc.**

SECOND: That Article First of the Certificate of Incorporation be and it hereby is amended to read in its entirety as follows:

“FIRST: The name of the Corporation (hereinafter called the “Corporation”) is **Midwest Energy Emissions Corp.**”

THIRD: The Corporation is authorized to issue two classes of stock. The total number of shares of stock of each class which the Corporation is authorized to issue and the par value of each share of each class of stock are as follows:

<u>Class</u>	<u>Par Value</u>	<u>Authorized Shares</u>
Common	\$0.001	500,000,000
Preferred	\$0.001	<u>2,000,000</u>
Total		502,000,000

FOURTH: That Article Fourth of the Certificate of Incorporation be and it hereby is amended to read in its entirety as follows:

“FOURTH: The Corporation is authorized to issue two classes of stock. One class of stock shall be Common Stock, par value \$0.001 per share. The second class of stock shall be Preferred Stock, par value \$0.001 per share. The Preferred Stock, or any series thereof, shall have such designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof as shall be expressed in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors and may be made dependent upon facts ascertainable outside such resolution or resolutions of the Board of Directors, provided that the matter in which such facts shall operate upon such designations, preferences, rights and qualifications; limitations or restrictions of such class or series of stock is clearly and expressly set forth in the resolution or resolutions providing for the issuance of such stock by the Board of Directors.

The total number of shares of stock of each class which the Corporation shall have authority to issue and the par value of each share of each class of stock are as follows:

<u>Class</u>	<u>Par Value</u>	<u>Authorized Shares</u>
Common	\$0.001	100,000,000
Preferred	\$0.001	<u>2,000,000</u>
Total		102,000,000

Upon the effectiveness of the Certificate of Amendment of the Certificate of Incorporation whereby this Article FOURTH is amended to read as set forth herein (the "Effective Time"), each one hundred ten (110) shares of Common Stock, with a par value of \$0.001 per share, of the Corporation issued and outstanding immediately prior to the Effective Time shall thereby and thereupon be combined into and shall constitute and represent one (1) validly issued, fully paid and nonassessable share of Common Stock, with a par value of \$0.001 per share, of the Corporation. No scrip or fractional shares will be issued by reason of this amendment. Fractional share interests created as a result of this amendment shall be rounded up to the next whole number of shares by the Corporation."

FIFTH: That the amendment shall be effective on October 7, 2011.

SIXTH: That the amendment was authorized by the unanimous written consent of the Board of Directors followed by written consent of the stockholders being given in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be duly executed by its President and attested to by its Secretary this 21st day of September, 2011.

/s/Richard MacPherson
By: Richard MacPherson
Its: President

/s/ Richard MacPherson
By: Richard MacPherson
Its: Secretary

EMPLOYMENT AGREEMENT

BETWEEN:

RICHARD H GROSS

AND:

MIDWEST ENERGY EMISSIONS CORP.

CONFIDENTIAL BUSINESS AGREEMENT

Employment Agreement- ME2C-RG

SEPT, 2011

EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated this 19th day of September 2011, is made in duplicate.

BETWEEN:

RICHARD H GROSS, an individual residing at 2580 Carmel Drive, Lewis Center, Ohio, USA. (Hereinafter referred to as "**RG**")

OF THE FIRST PART

AND

MIDWEST ENERGY EMISSIONS CORP., a corporation under the laws of the State of North Dakota, (Hereinafter referred to as the "**COMPANY**")

OF THE SECOND PART

WHEREAS, RG has the required knowledge and previous experience in order to manage the COMPANY financials and accounting procedures; and

WHEREAS, the COMPANY desires to avail itself of the expertise of RG in the aforesaid areas:

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions herein set forth, the parties hereto agree as follows:

ARTICLE 1.0 INTERPRETATION

1.1 Unless the context otherwise requires,

- (1) "Agreement" means these articles of agreement and all amendments thereto;
- (2) "COMPANY" means Midwest Energy Emissions Corp. and its parent company, China Youth Media, Inc., a corporation under the laws of Delaware;
- (3) "Confidential Information" has the meaning set out in Section 6.1;
- (4) "Effective Date" has the meaning set out in Section 10.1;
- (5) "Intellectual Property" means patents, patent applications, copyrights, trade secrets, know-how, trademarks, registered industrial designs and applications for same and other intellectual property recognized in any applicable jurisdiction;

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(6) "Term" has the meaning set out in Section 10.1;

(7) "Services" means any services to be provided by RG as set forth in the Agreement.

1.2 Unless the contrary intention appears: references to a particular clause or schedule shall refer to the most current version if amended; references to legislation include the legislation as amended; singular words include the plural form and *vice versa*; and words denoting persons shall include any individual, partnership, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality. Headings are inserted for convenience and are not intended to affect meaning or interpretation. The words "include", "included" and "including" are to be construed as being followed by "without limitation".

ARTICLE 2.0 THE SERVICES

2.1 During the Term of this Agreement, as reasonably expected from a person fulfilling the position of a Chief Financial Officer, RG shall render to the COMPANY the following services ("SERVICES") in relation to:

2.1.1 The chief administration officer of the COMPANY;

2.1.2 The head of human resources of the COMPANY; and

2.1.3 Managing and overseeing the COMPANY and its parent company, China Youth Media, Inc. financials and accounting procedures.

2.2 During the term of this Agreement, the COMPANY shall appoint RG as Chief Financial Officer of said COMPANY.

2.3 RG agrees to diligently perform the Services in a diligent, professional and ethical manner and further agrees to devote such time, energy and attention to the performance of such Services as may be necessary to enable them to be carried out efficiently; provided, however, that in no event shall RG take any action that may subject either RG or the COMPANY to civil or criminal liability.

2.4 In performing the Services hereunder, RG shall comply with all laws, rules, regulations orders and ordinances of the United States of America and any other state or country with jurisdiction over RG or the Services.

2.5 Initially and for the foreseeable future, RG shall report to the President and the Chief Executive Officer and at all times seek the guidance of the COMPANY's President and the Chief Executive Officer. This shall not preclude corporate reorganizations and changing reporting relationships.

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- 2.6 RG shall use his best efforts to further the business interests of the COMPANY during the term of this Agreement in accordance with the term hereof

ARTICLE 3.0 PAYMENTS AND METHOD OF PAYMENT

- 3.1 In consideration of the performance of the Services contemplated under Article 2 hereof, RG shall received from the COMPANY:
- 3.1.1 A yearly salary of one hundred and fourteen thousand (\$114,000) USD, payable on a monthly basis in the amount of nine thousand five hundred (\$9,500.00) USD.
 - 3.1.2 RG shall be eligible to participate in all corporate 401 K program and health benefit plans as instituted by the COMPANY, to be established within 90 days of the commencement of this employment contract.
 - 3.1.3 RG shall be entitled to four (4) weeks of paid vacation per year, during the Term of this Agreement.
 - 3.1.4 Yearly structured bonuses to be reviewed and approved by the Board of Directors during the Term of this Agreement.

ARTICLE 4.0 REIMBURSEMENTS OF EXPENSES

- 4.1 In addition to the compensation payable to RG pursuant to Article 3 hereof, the COMPANY shall, at the discretion of RG, pay directly or reimburse RG for, its reasonable out-of-pocket expenses in connection with its performance of the Services, including, without limitation, travel related expenditures (airline tickets, meals, rental car & fuel, hotels, parking), customer entertainment and business meals, conference fees, cost of any outside services such as financial printers, couriers, business publications or similar services, telephone and mobile phone and text or email, computer and word processing expenses or any similar expenses associated with his performance of the Services.
- 4.3 All reimbursements shall be made promptly upon or as soon as possible after presentation by RG of a statement or proof of payment in connection therewith. All expenditures over \$25 will be included with a monthly expense report for purposes of IRS reporting and tracking.

ARTICLE 5.0 STOCK OPTION

- 5.1 Subject to the approval of the Board of Directors of the COMPANY, as a signing bonus, RG shall be granted ownership of fifty thousand (50,000) shares of the common stock of the parent company, China Youth Media, Inc., which will vest one year from the effective date of this Agreement pursuant to Article 10. RG shall be eligible to participate in any COMPANY stock option and incentive plan, which authorizes the grant of stock options and stock awards of the COMPANY common stock and other equity-based awards or any successor thereto for the Chief Financial Officer.

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ARTICLE 6.0 CONFIDENTIAL INFORMATION

- 6.1 RG acknowledges that the COMPANY has advised it that it has confidential, proprietary and trade secret information and know-how relating to the COMPANY's reduction of mercury from emissions products and services and that the Confidential Information is proprietary, and confidential. RG agrees to retain the Confidential Information in strict confidence, and RG shall not disclose the Confidential Information to any third party without the prior written consent of the COMPANY. RG shall not use the Confidential Information for any purpose other than furthering the Services contemplated under this Agreement (the "Limited Purpose"); shall not disassemble, decompile, or otherwise reverse-engineer the Confidential Information and any inventions, processes, or products disclosed under this Agreement; and, in preventing disclosure of Confidential Information to third parties, shall use the same degree of care as for its own information of similar importance, but no less than reasonable care. RG shall require that all parties to whom Confidential Information will be disclosed review the term of this Agreement, shall require that its employees, agents, and representatives comply with the term of this Agreement, and shall be responsible for all disclosures, copying, and uses of the Confidential Information by its employees, agents, and representatives.
- 6.2 Notwithstanding any other provisions of this Agreement, the COMPANY acknowledges that Confidential Information shall not include any information which
- 6.2.1 is now or hereafter through no act or failure to act on the part of either Party, become generally known or available to the public without breaching this Agreement;
 - 6.2.2 evidently was in the possession of RG prior to the time of disclosure and was not acquired directly or indirectly from the COMPANY;
 - 6.2.3 is disclosed to RG by a third party without an obligation of confidentiality;
 - 6.2.4 is produced by or for RG independently of any information developed under this Agreement, provided that the person or persons developing same have not had access either directly or indirectly, to the information and provided such independent development is documented; or
 - 6.1.5 is required by law to be disclosed.
- 6.3 The COMPANY may use all information contained in the Services. However, all intellectual property, including know-how, either arising from the Services or owned by RG prior to undertaking the Services, shall remain the property of RG.

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ARTICLE 7.0 INDEMNIFICATION

- 7.1 Each Party shall indemnify and save harmless the other Party, to the fullest extent authorized by law, as the same exists or may hereafter be amended, from and against all claim, demands, losses, expenses, costs incurred or suffered, including lawyers fees, damages, actions, suits or proceedings, that are in any manner based upon, arising out of, or attributable to the execution of this Agreement or any part. Each Party shall have the right to defend any such action or proceeding with counsel of its own choosing.
- 7.2 The COMPANY hereby indemnify RG and his heirs and legal representatives against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal, or administrative proceeding to which he is made a party by reason of being or having been a Chief Financial Officer of the COMPANY provided (a) RG acted within the scope of his duties as Chief Financial Officer and in good faith with a view to the best interests of the COMPANY and (b) in the case of a criminal or administrative proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

ARTICLE 8.0 REPRESENTATIONS

- 8.1 The Parties represent that they have not disclosed or provided to anyone any unauthorized third party proprietary information, samples or documentation pertaining to the Services.

ARTICLE 9.0 WARRANTY

- 9.1 Each party represents and warrants that it has good and sufficient power, authority and right to enter into and deliver this Agreement each to the other.
- 9.2 Except as otherwise provided in this Agreement, each party disclaim all warranties respecting the Services either expressly or implied by law or otherwise, including all implied warranties of merchantability and fitness for a particular purpose and the other party hereby accepts such disclaimer.

ARTICLE 10.0 DURATION OF AGREEMENT

- 10.1 This Agreement shall be effective from October 10th, 2011 and shall be valid for a period of one (1) years ("Term") and renewable, subject to the continued approval by the Board of the Company.

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ARTICLE 11.0 TERMINATION AND TERMINATION FOR DEFAULT

- 11.1 A party may terminate this Agreement for cause:
- 11.1.1 if the other party remains in default of any material provision hereof ninety (90) days (or such longer period of time as may be mutually agreed in writing) after written notice of such default is received by the defaulting party; or,
 - 11.1.2 immediately upon written notice if the other party ceases to carry on its business or becomes the subject of any proceeding under state, provincial or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party or the reorganization of the other party for the benefit of creditors
- 11.2 Termination by either party shall be without prejudice to any other rights to which such party may be entitled against the other party at law or in equity by reason of such other party's default under this Agreement.
- 11.3 Subject to Article 11.1, termination of this Agreement will not relieve either party from any liability to the other party hereunder, including any obligation to pay in full any outstanding invoice and other monies due or accrued under this Agreement prior to or at the time that such termination becomes effective.
- 11.4 In the event that the Company terminates this Agreement without cause, the Company shall pay RG six (6) months of salary pursuant to Article 3 as a severance package and all stock options are fully vested upon termination without cause.
- 11.5 Within 10 (ten) days of termination of this Agreement, each party shall return to the other party, at the other party's expense, all of the other party's Confidential Information, and other property, documentation and materials, and all copies thereof.
- 11.6 Articles 6.0, 7.0, 8.0, 9.0, 15.0, 17.0, 18.1 and shall survive termination and conclusion of this Agreement.

ARTICLE 12.0 ASSIGNMENT

- 12.1 RG shall not assign or subcontract any portion of its rights, duties or obligations under this Agreement, or assign this Agreement, unless the COMPANY, in its sole discretion, grants RG written permission to do so. Notwithstanding any such consent, RG shall continue to be fully responsible and liable for full performance of all obligations assumed by it hereunder. The COMPANY shall have the right to assign this Agreement to any of its subsidiary or affiliated company, or to any third party in connection with the transfer of all or substantially all of the assets of the business unit relating to this Agreement, or the sale or transfer of the voting stock or shares of the COMPANY resulting in a change in its effective control.

CONFIDENTIAL BUSINESS AGREEMENT

ARTICLE 13.0 AMENDMENT

- 13.1 No amendment to this agreement shall be effective unless reduced to writing and signed by the authorized representative of the parties.

ARTICLE 14.0 NOTICE

- 14.1 All notices or other communications required by this Agreement shall be delivered or sent by an acceptable means to the addresses and persons below. Acceptable means are:

- 14.1.1 delivery during normal business hours to the person responsible for receiving communications, in which case it is effective when delivered;
- 14.1.2 delivery by courier or registered mail, in which case it is effective when the delivery person obtains a signature accepting delivery; or
- 14.1.3 electronic transmission to the addressee's office, in which case it is effective when receipt is electronically acknowledged.

In the case of RICHARD H GROSS:

MR. Richard H Gross
2580 Carmel Drive
Lewis Center, OH 43035
Telephone: (740) 549-0855
E-mail: rjgross97@yahoo.com

In the case of the COMPANY:

Corporate Secretary
15 North 23rd Street, Stop 9054,
Grand Forks, ND
58202-9054
Telephone: (701) 772-1230
Facsimile: (701) 746-9477

ARTICLE 15.0 APPLICABLE LAW

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware as applicable and shall be treated in all respects as a Delaware company.

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ARTICLE 16.0 FORCE MAJEURE

- 16.1 Neither party shall be liable to the other for defaults in performance of its obligations arising by reason of causes beyond its control and which by the exercise of reasonable diligence, such parties are unable to prevent. Such causes include, but are not limited to acts of God, labour disputes, governmental restraint, and actions taken by any governmental authority, national emergency and unusual weather conditions, provided that the party declaring the event of force majeure gives timely notice of such event to the other party. The date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

ARTICLE 17.0 DISPUTE RESOLUTION

- 17.1 The parties shall attempt to resolve any dispute arising out of or pursuant to this Agreement by recourse to the dispute resolution methods identified in the following sequence, although steps may be by-passed by mutual consent
- 17.1.1 negotiations,
 - 17.1.1 non-binding mediation or conciliation,
 - 17.1.1 non-binding mini-trial, or
 - 17.1.1 binding arbitration.
- 17.2 If the parties cannot agree on any of the foregoing dispute resolution mechanism, either party may, at any time, elect to have such dispute resolved by litigation in the proper judicial forum.
- 17.3 Any party may within 15 (fifteen) days take the dispute to the next step if the parties fail to agree on the appointment or procedure referred to in this Article.
- 17.4 When mediation or conciliation is selected by the parties, they shall jointly appoint one impartial expert mediator or conciliator to undertake the process according to mutually agreed upon procedures
- 17.5 When a mini-trial is selected for resolution of a dispute, the parties shall jointly appoint one impartial third party who shall preside at a brief hearing at which the parties present their respective positions to the impartial third party and to the highest level manager available from each party authorized to settle the dispute. If the mini-trial does not lead the parties to a settlement of the dispute, either party may ask the third party to prepare and deliver to them within 15 (fifteen) days a non-binding award that recommends the most fair and reasonable full settlement of the dispute.
- 17.6 The arbitral award shall be in term of money only, and shall not include punitivedamages, costs or interim measures. The parties shall attempt to appoint jointly oneimpartial expert arbitrator. If the parties cannot agree within 30 (thirty) days on thechoice of an arbitrator, each party shall appoint, at its own cost, one impartial expert arbitrator and those two arbitrators shall appoint an expert third arbitrator as chairperson of an arbitral tribunal.

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17.7 When one of the steps 17.1(2), 17.1(3) or 17.1(4) is selected to resolve a dispute, the parties shall jointly enter into a contract with the required mediator or conciliator, thirdparty, arbitrator or arbitrators, as the case may be, to pay the costs for the desired services and to bear their own costs of participating in the process involved. The contracts referred to and contemplated by this Article shall be in the form and content substantially identical to the Arbitration Agreement (G.T.T.: 25-4-94), the Mini-Trial Agreement (G.T.T.: 25-4-94) and the Mediation/Conciliation Agreement (G.T.T.: 07-02-94).

17.8 This Article 17.8 does not apply to issues respecting confidential information, intellectual property or any issue where injunctive relief may be sought. Either party may seek immediate relief on the foregoing issues in any court of competent jurisdiction.

ARTICLE 18.0 PRIOR NEGOTIATIONS, ASSIGNMENTS AND RELATIONSHIP

18.1 This Agreement sets forth the entire Agreement concerning the Services, and shall supersede all communications, negotiations and agreements between the parties in relation to the subject matter herein.

18.2 This Agreement shall prevail to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

ARTICLE 19.0 SEVERABILITY/WAIVER/FURTHER ASSURANCE

19.1 If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege. Parties shall do such things, and execute such further documents, agreements and assurances, at the requesting party's expense, during or after termination of this Agreement, in order to protect, perfect and enforce the rights granted herein, or to otherwise affect the intentions and acknowledgements of the parties.

19.2 It is understood that RG shall not directly compete with the Company for a period of 1 year from the time of termination of this agreement with any firm operating in the same field with competing offerings as the Company

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IN WITNESS WHEREOF the parties have caused this Agreement to be executed in duplicate by persons authorized in that behalf, and sealed and delivered as of the date of the last signature below.

On behalf of
RICHARD H GROSS

On behalf of
MIDWEST ENERGY EMISSIONS Corp

/s/ Richard H. Gross

/s/ Richard MacPherson

Name : RICHARD H GROSS
Date: 9/21/2011

Name : RICHARD MACPHERSON
Title: President
Date: 9/21/2011

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