



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

P.O. Box 55, 19th Floor
20 Queen Street West
Toronto ON M5H 3S8

CP 55, 19e étage
20, rue queen ouest
Toronto ON M5H 3S8

RECEIPT

MCM Capital One Inc.

This is the receipt of the **Ontario Securities Commission** for the **Preliminary CPC Prospectus** of the above Issuer dated **September 30, 2010** (the preliminary prospectus).

The preliminary prospectus has been filed under Multilateral Instrument 11-102 *Passport System* in **British Columbia, Alberta and Saskatchewan**. A receipt for the preliminary prospectus is deemed to be issued by the regulator in each of those jurisdictions, if the conditions of the Instrument have been satisfied.

October 1, 2010

Leslie Byberg

Leslie Byberg
Director, Corporate Finance

SEDAR Project # 1641606

- (d) furnish to the Corporation, upon the reasonable request and at the expense of the Corporation, such statements, lists, entries, information and material, concerning transfers and other matters, as are maintained or prepared by it pursuant hereto.

2.2 The Corporation agrees that so long as this Agreement is in force, it shall not issue any certificates for Shares without such certificates being countersigned by Valiant in its capacity as Transfer Agent.

2.3 The Corporation represents and warrants that all Shares issued and outstanding on the date of this Agreement are issued and outstanding as fully-paid and non-assessable and that with respect to future allotments and issuances of Shares, Valiant shall be entitled to regard such Shares as fully-paid and non-assessable.

2.4 The Corporation acknowledges that, in the case of the loss, theft or destruction of any certificate for Shares, before a replacement certificate will be issued, Valiant must receive:

- (a) evidence satisfactory to Valiant of the loss, theft or destruction of such certificate; and
- (b) an open penalty bond indemnifying each of the Corporation and Valiant from any claims, suits, losses, damages, costs, and fees connected with the issue of such new certificate for Shares, or by reason of the original certificate for Shares remaining outstanding. Such open penalty bond shall be issued by an insurance company licensed to do business in all provinces of Canada and shall be in a form acceptable to Valiant.

3. Dividend Disbursing Agent

3.1 The Corporation hereby appoints Valiant as agent to distribute to holders of Shares dividends as may from time to time be declared by the board of directors of the Corporation and Valiant hereby accepts such appointment upon the terms herein contained.

3.2 Valiant shall disburse dividends in accordance herewith upon receiving written direction from the Corporation and a certified copy of a resolution of the board of directors of the Corporation declaring such dividends.

3.3 At least one business day before the date on which such dividends are payable, the Corporation shall deliver to Valiant by electronic transfer or certified cheque funds sufficient to pay such dividends, or make such other arrangements for the provision of funds as may be agreeable between the parties. Notwithstanding the foregoing, all payments in excess of \$25 million in Canadian dollars (or such other amount as determined from time to time by the Canadian Payments Association) must be made by electronic transfer.

4. Other Services

4.1 Valiant shall perform such other services normally incident with the role of transfer agent and registrar or distribution agent, but not expressly set forth herein or in the attached Schedule of fees, as the Corporation may request in writing from time to time for such fees as may be agreed to from time to time between the parties, in accordance with the terms hereof.

5. Co-Agents

5.1 The Corporation acknowledges and agrees that Valiant may, notwithstanding any other provision of this Agreement, appoint one or more agents ("Co-agents") to maintain branch registers or records of transfers or perform certain functions in respect of cities in which Valiant does not have an office. Valiant shall notify the Corporation of any such Co-agent so appointed. The parties acknowledge that as of the date of this Agreement, Valiant's Co-agent in the US is Registrar and Transfer Company.

6. Signatories

6.1 The Corporation shall deliver to Valiant certified specimens of the signatures of the individuals authorized to sign Common Share certificates, written instructions, officer's certificates, and other documents on behalf of the Corporation.

6.2 The Corporation shall deliver evidence of the appointment of its signatories as such evidence may be requested from time to time by Valiant.

6.3 Valiant may act upon any signature or certificate or other document believed by it to be genuine and to have been signed by the proper person or persons. Valiant may refuse to process any requested transfer or perform any other act requested of it if it is not satisfied as to the propriety of the request or the sufficiency of the evidence provided in support of such request.

7. Legal Advice and Appointment of Service Providers

7.1 Valiant is hereby authorized, at its discretion and at the expense of the Corporation:

- (a) to refer all documents or requests relating to any transfers or any other matters contemplated by this Agreement or requested to be performed pursuant to this Agreement to the Corporation's or Valiant's legal counsel for advice, and Valiant shall be entitled but not required to rely on such advice; and
- (b) to employ such counsel, consultants, experts, advisers, agents or agencies as it may reasonably require for the purpose of discharging its duties hereunder and shall not be responsible for the actions or conduct of such parties where reasonable care was taken in selecting such parties.

8. Limitation of Liability and Indemnification

8.1 Valiant shall not be liable for any action taken or omitted to be taken by Valiant under or in connection with this Agreement, except for losses caused principally and directly by Valiant's gross negligence, bad faith or willful misconduct.

8.2 Notwithstanding any other provision of this Agreement, Valiant's liability shall be limited in the aggregate to the greater of (a) the amount deposited with it for the purpose of a distribution in respect of all or part of which the claim of liability has been made and (b) the amount of fees paid by the Corporation to Valiant in the 36 months immediately preceding the first receipt by Valiant of notice of the claim.

8.3 The Corporation hereby agrees to indemnify and hold harmless Valiant and each of its directors, officers, employees, shareholders and agents (each, an "**Indemnified Party**"), from and against any and all claims, demands, assessments, proceedings, suits, actions, losses, penalties, judgments, damages, costs, expenses, fees and liabilities whatsoever, including, without limitation, legal fees and expenses on a solicitor and client basis, that any Indemnified Party may suffer or incur, or that may be asserted against any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time), except where same results principally and directly from the gross negligence, willful misconduct or bad faith on the part of the Indemnified Party.

8.4 The Corporation agrees that its liability hereunder shall be absolute and unconditional, regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to any of the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding.

8.5 Notwithstanding and without limitation of any other provision of this Agreement, and notwithstanding whether such losses or damages are foreseeable or unforeseeable, Valiant shall not be liable under any circumstances whatsoever for any breach by any other party of securities law or other rule of any securities regulatory authority, for lost profits or for special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.

8.6 For so long as the Corporation is a client of Valiant, the Corporation undertakes to advise Valiant in writing as soon as reasonably practicable in the event that the Shares become registered with the U.S. Securities and Exchange Commission.

8.7 The provisions of this Section 8 shall survive the resignation or removal of Valiant and the termination of this Agreement.

9. Protection of Valiant

9.1 Valiant shall:

- (a) retain the right not to act and shall not be liable for refusing to act unless it has received clear instructions and/or documentation (which documentation

must not require the exercise of any discretion or independent judgment) and sufficient time to give effect to such instructions and/or documentation;

- (b) retain the right to refuse the transfer of any Shares in respect of a Common Share certificate presented to Valiant until such time as Valiant is satisfied, acting reasonably, that such Common Share certificate is valid, that the endorsement thereon is genuine and that the transfer requested is properly and legally authorized. Valiant shall not incur any liability in refusing in good faith to effect any transfer which in its judgment is improper or unauthorized, or in carrying out in good faith any transfer which in its judgment is proper or authorized. Valiant shall be entitled to treat as valid any certificate for Shares purporting to have been issued by or on behalf of the Corporation prior to the date of this Agreement;
- (c) be required to disburse funds only to the extent that funds have been deposited with it;
- (d) if any funds are received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn;
- (e) incur no liability with respect to the delivery or non-delivery of any Common Share certificate whether delivered by hand, mail or other means;
- (f) with respect to any amount held on account of dividends or other distributable amount which is unclaimed or which cannot be paid for any reason, be under no obligation to invest or reinvest the same but shall, subject to any applicable unclaimed property legislation, only be obligated to hold same in a current or other non-interest bearing account pending payment to the person or persons entitled thereto, and shall be entitled to retain for its own account any benefit earned by the holding of same prior to its disposition in accordance with this Agreement; and
- (g) be under no obligation to prosecute or defend any action or suit in respect of its agency relationship under this Agreement, but will do so at the request of the Corporation provided that the Corporation furnishes indemnity and funding satisfactory to Valiant, acting reasonably, against any liability, cost or expense which might be incurred.

10. Documents

10.1 The Corporation agrees that it will promptly furnish to Valiant from time to time:

- (a) certified copies of all articles, any amendments thereto and all relevant By-laws;

- (b) certified copies of all resolutions or other authorizing documents allotting or providing for the issuance of Shares;
- (c) certified copies of all relevant documents and proceedings relating to increases and reductions in the Corporation's capital, the reorganization of or change in its share capital or the bankruptcy or the insolvency or winding-up of the Corporation; and
- (d) that number of unissued Common Share certificates as is necessary for Valiant to perform its obligations hereunder from time to time.

11. Custody

11.1 All Common Share certificates surrendered to Valiant for cancellation shall be held by it for a period of six (6) years. Valiant shall not be required to hold such certificates after the expiry of such period, and may thereafter destroy such certificates without notice to the Corporation. The Corporation agrees to instruct Valiant from time to time as to the earlier disposal, if any, to be made of such Common Share certificates. Any storage expenses incurred for retaining custody of the Common Share certificates and related records in connection with the services hereunder shall be at the sole expense of the Corporation.

12. Assignment

12.1 Any entity resulting from the merger, amalgamation or continuation of Valiant or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the Registrar, Transfer Agent and Dividend Disbursing Agent hereunder without further act or formality. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

13. Notices

13.1 Any notice or communication to be given by one party to this Agreement to the other shall be in writing and delivered or sent, by courier, by personal delivery, by first class insured mail, or by facsimile transmission to the following address:

If to the Corporation: MCM Capital One Inc.

Attention:

If to Valiant: Valiant Trust Company
#130 King Street West, Suite 2950
PO Box 34
Toronto, ON M5K 1A9
Attention: Director, Client Services

or to such other address as the party to whom such notice or communication is to be given shall have last designated to the party giving the same in the manner specified in this Section 13. Any such notice or communication shall be deemed to have been given and received by the addressee: (a) if sent by courier or personal delivery, upon actual delivery; (b) if sent by mail, five (5) business days after posting; and (c) if sent by facsimile transmission, upon the same business day if given during the ordinary business hours of the addressee, or the next following business day if given outside of such hours.

14. Fees and Expenses

14.1 The Corporation shall pay Valiant for the above-mentioned services and for all additional services required to fulfill its obligations hereunder or provided in connection herewith in accordance with the existing tariff or schedule of fees, attached hereto, which fees are subject to revision by Valiant from time to time on thirty (30) days' written notice, and shall reimburse Valiant for all costs and expenses incurred in connection herewith. Without limiting the generality of the foregoing and notwithstanding any other provision of this Agreement or of any tariff or schedule of fees, the Corporation agrees to pay Valiant such additional compensation, costs and expenses as are agreed between the parties to be warranted by any additional time, effort and/or responsibility incurred or expended by Valiant in order to comply with any laws it may be subject to as Registrar and Transfer Agent or as dividend distribution disbursing agent, including, without limitation, unclaimed property legislation.

14.2 The Corporation shall pay Valiant the fees and expenses within thirty (30) days of the date of Valiant's invoice. The Corporation acknowledges that late payment may be subject to interest charges as indicated on the invoice. All amounts so payable and the interest thereon will be payable out of any assets in the possession of Valiant in priority to amounts owing to any other persons.

14.3 The Corporation agrees that the fees of Valiant are confidential information. As such, the Corporation agrees not to disclose such fees to a third party without Valiant's prior written consent, save and except for disclosure (a) to the Corporation's professional advisors, and (b) as required by law.

14.4 In the event the Corporation defaults in its payment obligations to Valiant hereunder, Valiant shall have the right, commencing thirty (30) days following written notification to the Corporation of such default and unless such default has been remedied, to immediately suspend service or terminate this Agreement, subject to Valiant's rights and recourses under this Agreement or applicable law.

15. Further Assurances and Co-operation

15.1 The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances and execute all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement. The parties further acknowledge that the implementation of this Agreement will require the co-operation and assistance of each of them. In particular, the parties agree to work in co-operation with any Co-agent that Valiant

may duly appoint. The fees and expenses to Valiant of any such Co-agent shall be added to and form part of its compensation hereunder, and shall be reimbursed by the Corporation as set forth above, provided that the parties may, with such Co-agent, agree that the Co-agent shall invoice the Corporation directly.

16. Tax

16.1 The Corporation shall be solely responsible for all tax processing relating to or arising from the duties or actions contemplated by this Agreement, including evaluation, reporting, remittance, filing, and issuance of tax slips, summaries and reports, except as is specifically delegated to Valiant pursuant to this Agreement or as may otherwise be agreed in writing by the parties. Valiant shall process only such tax matters as have been specifically delegated to it pursuant to this Agreement or as may be otherwise agreed in writing, and, in so doing, Valiant does not undertake to carry out any inquiry, evaluation, reporting, remittance, filing or issuance of tax slips, summaries and reports necessarily incidental thereto, which shall remain the sole responsibility of the Corporation. Valiant shall be entitled to rely upon and assume, without further inquiry or verification, the accuracy and completeness of any tax processing information, documentation or instructions received by Valiant, directly or indirectly, from or on behalf of the Corporation or the shareholder.

17. Counterparts

17.1 This Agreement may be executed in several counterparts and evidenced by a facsimile copy of an original execution page bearing the signature of each party, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date first above written.

18. Force Majeure

18.1 Neither party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

19. Entire Agreement

19.1 This Agreement and all schedules contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

20. Headings

20.1 The insertion of headings and the division of this Agreement into Sections, Subsections and Schedules are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents hereof.

21. Severability

21.1 If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction, and shall not in any manner affect such provision or render it invalid or unenforceable in any other jurisdiction or affect any other provision of this Agreement in such jurisdiction or any other jurisdiction.

22. Termination

22.1 This Agreement may be terminated by either the Corporation or Valiant upon thirty (30) days' notice, in writing, being given to the other.

22.2 Upon the termination of this Agreement and provided that the Corporation is in compliance with all of the terms of this Agreement, including the payment of all amounts owing to Valiant hereunder, Valiant shall deliver over to the Corporation (or to such third party as the Corporation otherwise requests) the Registers, share certificates and any other documents connected with the business of the Corporation. A receipt signed by the Chairman, the President, any Vice President or the Corporate Secretary of the Corporation (or, where delivery to a third party is requested by the Corporation, a receipt signed by such third party) shall be a valid discharge to Valiant.

23. Governing Law

23.1 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party accedes and submits to the jurisdiction of the courts of the Province of Ontario and all courts of appeal therefrom.

24. Business Day

24.1 For purposes of this Agreement, "business day" means any day on which Valiant's offices are generally open for the transaction of commercial business, but does not in any event include a Saturday, Sunday, civic or statutory holiday in the Province of Ontario or, if the Shares are listed on the Toronto Stock Exchange, a day which is not a trading day on the Toronto Stock Exchange.

In witness whereof this Agreement has been duly executed by the parties hereto as of the date and at the place first above written.

MCM CAPITAL ONE INC.

Per: _____

Per: _____

VALIANT TRUST COMPANY

Per: _____

Per: _____

[SCHEDULE OF FEES TO BE INSERTED]

BY-LAW NO. 1

a by-law relating generally to the conduct of the business and affairs of

MCM CAPITAL ONE INC.

(hereinafter called the "Corporation")

BE IT ENACTED as a by-law of the Corporation as follows:

I. INTERPRETATION

- 1.01 In this by-law, unless the context otherwise clearly requires:
- (a) "Act" means the *Business Corporations Act* (Ontario) and includes the Regulations made pursuant thereto;
 - (b) "Articles" means the Articles of Incorporation of the Corporation as then in force;
 - (c) "board" means the board of directors of the Corporation, or if there shall only be one director of the Corporation at any particular time, such director, and all references herein to the directors or the board means the directors of the Corporation acting as such or any duly empowered committee of the board;
 - (d) "by-laws" means all by-laws, including special by-laws, of the Corporation as amended from time to time;
 - (e) "Corporation" means this Corporation;
 - (f) "person" includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, corporation and a natural person in his capacity as trustee, executor, administrator or other legal representative.

1.02 In this by-law where the context permits words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.

1.03 All words and terms appearing in this by-law which are defined by the Act as having a particular meaning shall be deemed to have the same meanings they are respectively thereby defined as having, unless the context otherwise reasonably requires.

II. DIRECTORS

2.01 Place of Meetings. Meetings of the board may be held at the place where the registered office of the Corporation is then located, or at any place within Metropolitan Toronto; and may be held at any other place within or outside of Ontario with the written consent of all of the directors for the time being of the Corporation. Subject to the foregoing, a majority of the

meetings of the board held in any financial year of the Corporation need not be held at places within Canada.

2.02 Calling of Meetings. Meetings of the board may be called for the transaction of any business by the Chairman, the President or a Vice-President who is a director, or any two directors, and the Secretary shall by written notice call meetings when directed or authorized by the Chairman, the President, any Vice-President who is a director, or any two directors. Written notice of the time and place for the holding of every meeting of the board specifying the general nature of the business to be transacted at the meeting shall be sent to every director of the Corporation not less than 48 hours (excluding Sundays and holidays) before the time when the meeting is to be held and need not be given on any longer notice.

2.03 Regular Meetings. The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing the place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

2.04 Chairman. The chairman of any meeting of the board shall be the first-mentioned of such of the following officers as has then been appointed and who is then a director and is present at the meeting.

Chairman of the Board
President

A Vice-President who is then a director, if there shall be not more than one
Vice-President who is a director, and
the most senior of those Vice-Presidents who are then directors, if more than one
Vice-President is a director

and if no such officer is present, the directors present shall choose one of their number to act as the chairman of the meeting.

2.05 Votes to Govern. At all meetings of the board, every question shall be decided by a majority of the votes cast on the question, and in the case of an equality of votes on any question at a meeting of the board, the chairman of the meeting shall not be entitled to a second or casting vote.

2.06 Remuneration. Any remuneration of the directors fixed by the board shall, in the absence of a provision to the contrary set forth in the resolution of the board fixing the same, be in addition to any salary or professional fees payable to a director who serves the Corporation in any other capacity. In addition, the directors shall be paid such sums as the board may from time to time determine in respect of their out-of-pocket expenses incurred in attending board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties.

2.07 Limitation of Liability. No director or officer of the Corporation shall be liable as such for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error in judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act or from liability for any breach thereof.

2.08 Indemnity of Directors and Officers. Except as provided in the Act, every director and officer of the Corporation, every former director and officer of the Corporation, and every person who acts or acted at the Corporation's request as a director or officer of another corporation of which the Corporation is or was a shareholder or creditor, and his heirs and legal representatives, shall at all times be indemnified and saved harmless by the Corporation from and 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 action or proceeding to which he is made a party by reason of or having been a director or officer of the Corporation or such other corporation if, (a) he acted honestly and in good faith with a view to the best interests of the Corporation; and (b) in case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

2.09 Quorum At Meetings. The quorum at a meeting of the directors shall be as provided for in the Act.

III. OFFICERS

3.01 Term, Remuneration or Removal. The terms of employment and remuneration of all officers of the Corporation shall be determined from time to time by resolution of the board. The fact that any officer or employee is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration. All officers shall be subject to removal by resolution of the board at any time with or without cause.

3.02 Officers. Nothing contained in this section 3 shall be in limitation of the powers conferred upon the board by the Act to designate the offices of the Corporation, appoint officers, specify their duties and delegate them powers to manage the business and affairs of the Corporation. In the absence of any provision to the contrary contained in any resolution of the board, the persons appointed to the following respective offices shall have the following

respective duties and powers, but, for certainty, the board may from time to time vary, add to, withhold, or limit the powers and duties of any officer or officers:

(a) Chairman of the Board - the Chairman of the Board, if one shall be appointed, shall be a director of the Corporation. The Chairman of the Board shall preside at each meeting of the board at which he is present and shall preside as Chairman of each meeting of the shareholders at which he is present. Unless his power as chief executive officer of the Corporation shall have been withheld by the board, the Chairman of the Board shall be the chief executive officer of the Corporation and as such shall be charged, subject to the authority of the board, with the general supervision of the business and affairs of the Corporation.

(b) President - the board shall at all times have elected or appointed a President. The President need not be a director of the Corporation. The President shall be the chief operating officer of the Corporation. As such, subject to the supervision, control and direction of the Chairman of the Board, so long as one shall have been elected and his authority as the chief executive officer of the Corporation shall not have been withheld, and subject to the authority of the board, the President shall be charged with the general supervision of the day-to-day business and affairs of the Corporation, and subject as aforesaid the President shall have the power to appoint or remove any and all officers, employees and agents of the Corporation not elected or appointed directly by the board and to settle the terms of their employment and remuneration. The President shall exercise all of the powers and be charged with all of the duties of the office of Chairman of the Board during those respective periods of time during which such office shall be vacant. In the absence of the Chairman of the Board, if one has then been elected, the President shall preside as chairman of each meeting of the board at which he is present and acting as a director and as chairman of each meeting of the shareholders at which he is present. During the absence or inability of the Chairman of the Board, if one has then been elected, the President may perform the other duties and exercise the other powers of that office, if any, and if the President shall perform any of such duties or exercise any of such powers the absence or inability of the Chairman of the Board shall be presumed with respect thereto. If the authority of the Chairman of the Board to act as chief executive officer of the Corporation shall have been withheld by the board, the President shall also be the chief executive officer of the Corporation and as such charged, subject to the authority of the board, with the general supervision of the business and affairs of the Corporation.

(c) Secretary - the board shall at all times have elected or appointed a Secretary. The Secretary shall attend all meetings of the board and the shareholders and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall give, or cause to be given, when instructed, notices required to be given to shareholders, directors, auditors and others entitled to notices of meetings; he shall be the custodian of the corporate seal of the Corporation, if the Corporation has a corporate seal, and of all books, papers, records, documents or other instruments belonging to the Corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

(d) Vice-President - the board may from time to time appoint one or more Vice-Presidents. The Vice-President, or if there are more than one, the Vice-Presidents in order of seniority (as determined by the board) shall be vested with all of the powers and shall perform all of the duties of the President in the absence or disability or refusal to act of the President, except that a Vice-President shall not preside at meetings of the board or of the shareholders except as may be specifically provided in the Corporation's by-laws. If a Vice-President exercises any duty or power of the President, the absence or inability of the President shall be presumed with reference thereto. A Vice-President shall also perform such other duties and exercise such other powers as the President may from time to time delegate to him or the board may prescribe.

(e) Treasurer - the Treasurer, if one shall be appointed, shall keep, or cause to be kept, proper accounting records as required by the Act; he shall deposit or cause to be deposited all monies received by the Corporation in the Corporation's bank account; he shall, under the direction of the chief executive officer of the Corporation and the board, supervise the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the board, whenever required, an account of all his transactions as Treasurer and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

(f) Other Officers - the duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board otherwise directs.

3.03 Agents and Attorneys. The board shall have the power from time to time to appoint agents or attorneys for the Corporation within or outside of Ontario with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

3.04 Fidelity Bonds. The board may require such officers, employees and agents of the Corporation as it deems advisable to furnish bonds for the faithful performance of their duties, in such form and with such surety as the board may from time to time prescribe.

IV. SHAREHOLDERS

4.01 Who is to Preside At Meetings. The Chairman of the Board or, in his absence, the President, or in his absence a Vice-President who is a director, shall preside as Chairman at any meeting of shareholders, but if there is no Chairman of the Board, the President or such Vice-President, or if at a meeting none of them is present within fifteen minutes after the time appointed for the holding of the meeting, the shareholders present shall choose a person from their number to be the Chairman.

4.02 Persons Entitled To Be Present. The only persons entitled to attend a meeting of shareholders shall be those entitled to vote thereat, the directors and the auditor of the Corporation and others who although not entitled to vote are entitled or required under any provision of the Act or the by-laws of the Corporation to be present at the meeting. Any other

person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

4.03 Scrutineers. At each meeting of shareholders one or more scrutineers may be appointed by a resolution of the meeting or by the Chairman of the meeting with the consent of the meeting to act as scrutineers at the meeting. Such scrutineers need not be shareholders of the Corporation.

4.04 Quorum At Meetings. The quorum at a meeting of the shareholders shall be at least two shareholders present in person or represented by proxy and holding in excess of 5% of the number of shares of the Corporation entitled to be voted at such meeting.

V. SHARES

5.01 Transfer Agent and Registrar. The Board may from time to time appoint a registrar to maintain any securities register and a transfer agent to maintain the register of transfers of such securities and may also appoint one or more branch registrars to maintain branch security registers and one or more branch transfer agents to maintain branch registers of transfers, and any one person may be appointed both registrar and transfer agent. The board may at any time terminate any such appointment.

VI. DIVIDENDS

6.01 Payment. A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or any one of them to the order of each registered holder of shares of the class in respect of which it has been declared, which cheque may be mailed by prepaid ordinary mail to such registered holder at his last address appearing on the records of the Corporation. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and if more than one address appears in the books of the Corporation in respect of such joint holders the cheque shall be mailed to the first address so appearing. The mailing of such cheque as aforesaid shall satisfy and discharge all liability for the dividend to the extent of the sum represented thereby, unless such cheque shall not be paid on presentation. Upon proof being given to the Corporation of the non-receipt of any such cheque by the person to whom it was so sent, as aforesaid, and upon satisfactory indemnity being given to the Corporation in that regard, the Corporation shall issue to such person a replacement cheque for a like amount.

6.02 Purchase of Business as of Past Date. Where any business is purchased by the Corporation as from a past date (whether such date be before or after the incorporation of the Corporation) upon terms that the Corporation shall as from that date take the profits and bear the losses of the business, such profits or losses, as the case may be, shall, at the discretion of the directors, be credited or debited wholly or in part to revenue account and in that case the amount so credited or debited shall, for the purpose of ascertaining the funds available for dividends, be treated as a profit or loss arising from the business of the Corporation.

VII. FINANCIAL YEAR

7.01 The financial or fiscal year of the Corporation shall be as determined from time to time by the Board.

VIII. NOTICES

8.01 Omissions and Errors. The accidental omission to give any notice to any shareholder, director, officer or auditor or the non-receipt of any notice by any such person, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

8.02 Notice to Joint Shareholders. All notices with respect to any shares registered in the name of more than one holder may if more than one address appears in the records of the Corporation in respect of such holders be given to such holders at the first address so appearing, and notice so given shall be sufficient notice to all of the holders of such shares.

8.03 Persons Entitled by Death or Operation of Law. Every person who by operation of law, by transfer, by the death of a shareholder, or otherwise, becomes entitled to shares, is bound by every notice in respect of such shares which has been duly given to the registered holder of such shares prior to the name and address of such person being entered on the records of the Corporation as the holder of such shares.

8.04 Signature to Notices. The signature to any notice to be given by the Corporation may be written, stamped, type-written or printed or partly written, stamped, type-written or printed.

IX. EXECUTION OF DOCUMENTS

9.01 Deeds, transfers, assignments, contracts and obligations of the Corporation may be signed as follows:

- (i) if the offices of President and Secretary are held by one person, by that person alone; or
- (ii) by the Chairman of the Board together with the President, if two different persons hold such offices; or
- (iii) by the President, a Vice-President or a director, together with the Secretary, Treasurer, Assistant Secretary, Assistant Treasurer.

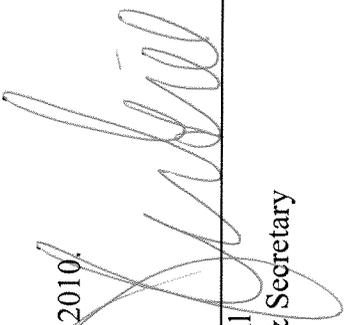
Notwithstanding the foregoing, the board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations may be signed.

9.02 Seal. Any person authorized to sign any document may affix the corporate seal of the Corporation thereto, if the Corporation has a corporate seal.

X. EFFECTIVE DATE

10.01 This by-law comes into force upon confirmation by the shareholders of the Corporation in accordance with the Act.

ENACTED as of the 16th day of June, 2010.



Carl McGill
President & Secretary

Request ID: 012154472
Demande n°:
Transaction ID: 041174806
Transaction n°:
Category ID: CT
Catégorie:

Province of Ontario
Province de l'Ontario
Ministry of Government Services
Ministère des Services gouvernementaux

Date Report Produced: 2010/04/28
Document produit le:
Time Report Produced: 10:50:33
Imprimé à:

Certificate of Incorporation Certificat de constitution

This is to certify that

Ceci certifie que

M C M C A P I T A L O N E I N C .

Ontario Corporation No.

Numéro matricule de la personne morale en
Ontario

0 0 2 2 4 1 9 8 3

is a corporation incorporated,
under the laws of the Province of Ontario.

est une société constituée aux termes
des lois de la province de l'Ontario.

These articles of incorporation
are effective on

Les présents statuts constitutifs
entrent en vigueur le

A P R I L 2 8 A V R I L , 2 0 1 0

Director/Directrice

Business Corporations Act/Loi sur les sociétés par actions

Request ID / Demande n°

Ontario Corporation Number
Numéro de la compagnie en Ontario

12154472

2241983

FORM 1

FORMULE NUMÉRO 1

BUSINESS CORPORATIONS ACT

/

LOI SUR LES SOCIÉTÉS PAR ACTIONS

ARTICLES OF INCORPORATION
STATUTS CONSTITUTIFS

1. The name of the corporation is: *Dénomination sociale de la compagnie:*
MCM CAPITAL ONE INC.
2. The address of the registered office is: *Adresse du siège social:*
133 RICHMOND STREET WEST Suite 204
(Street & Number, or R.R. Number & if Multi-Office Building give Room No.)
(Rue et numéro, ou numéro de la R.R. et, s'il s'agit édifice à bureau, numéro du bureau)
TORONTO ONTARIO
CANADA M5H 2L3
(Name of Municipality or Post Office) (Postal Code/Code postal)
(Nom de la municipalité ou du bureau de poste)
3. Number (or minimum and maximum number) of directors is: *Nombre (ou nombres minimal et maximal) d'administrateurs:*
Minimum 1 Maximum 10
4. The first director(s) is/are: *Premier(s) administrateur(s):*
First name, initials and surname Resident Canadian State Yes or No
Prénom, initiales et nom de famille Résident Canadien Oui/Non
Address for service, giving Street & No. Domicile élu, y compris la rue et le
or R.R. No., Municipality and Postal Code numéro, le numéro de la R.R., ou le nom
de la municipalité et le code postal
- * WILLIAM YES
MOORE
L12 C7 BURTON TP
DUNCHURCH RR2 ONTARIO
CANADA P0A 1G0

Request ID / Demande n°

Ontario Corporation Number
Numéro de la compagnie en Ontario

12154472

2241983

5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la compagnie.

None

6. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la compagnie est autorisée à émettre:

An unlimited number of Common Shares.

Request ID / Demande n°

Ontario Corporation Number
Numéro de la compagnie en Ontario

12154472

2241983

7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series: *Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions que peut être émise en série:*

None

Request ID / Demande n°

Ontario Corporation Number
Numéro de la compagnie en Ontario

12154472

2241983

8. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreinte. Les restrictions, s'il y a lieu, sont les suivantes:

None

Request ID / Demande n°

Ontario Corporation Number
Numéro de la compagnie en Ontario

12154472

2241983

9. Other provisions, (if any, are):
Autres dispositions, s'il y a lieu:

None

Request ID / Demande n°

Ontario Corporation Number
Numéro de la compagnie en Ontario

12154472

2241983

10. The names and addresses of the incorporators are
Nom et adresse des fondateurs

First name, initials and last name
or corporate name

*Prénom, initiale et nom de
famille ou dénomination sociale*

Full address for service or address of registered office or of principal place of business
giving street & No. or R.R. No., municipality and postal code

*Domicile élu, adresse du siège social au adresse de l'établissement principal, y compris
la rue et le numéro, le numéro de la R.R., le nom de la municipalité et le code postal*

- * WILLIAM MOORE

L12 C7 BURTON TP

DUNCHURCH RR2 ONTARIO
CANADA P0A 1G0

A copy of this preliminary prospectus has been filed with the securities regulatory authority in the provinces of British Columbia, Alberta, Saskatchewan and Ontario and with the TSX Venture Exchange Inc. (the "Exchange") but has not yet become final for the purpose of the sale of securities. Information contained in this preliminary prospectus may not be complete and may have to be amended. The securities may not be sold until a receipt for the prospectus is obtained from the British Columbia, Alberta, Saskatchewan and Ontario Securities Commissions.

This prospectus constitutes a public offering of the securities only in those jurisdictions where they may be lawfully offered for sale and, in such jurisdictions, only by persons permitted to sell such securities. No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

PRELIMINARY PROSPECTUS

Initial Public Offering

September 30, 2010

MCM CAPITAL ONE INC.
(a Capital Pool Company)

Minimum Offering: \$420,000 or 2,100,000 Common Shares
Maximum Offering: \$1,000,000 or 5,000,000 Common Shares

Price: \$0.20 per Common Share

The purpose of this offering (the "Offering") is to provide MCM Capital One Inc. (the "Corporation") with a minimum of funds in order to identify and evaluate assets or businesses with a view to completing a Qualifying Transaction, as hereafter defined. Any proposed Qualifying Transaction must be approved by the Exchange, as hereafter defined, and in the case of a Non Arm's Length Qualifying Transaction must also receive Majority of the Minority Approval, as hereafter defined, in accordance with the TSX Venture Exchange Policy 2.4 (the "CPC Policy"). The Corporation is a Capital Pool Company ("CPC") as such term is hereafter defined. It has not commenced commercial operations and has no assets other than a minimum amount of cash and other assets disclosed in the financial statements provided for in this prospectus. Except as specifically contemplated in the CPC Policy, until the Completion of a Qualifying Transaction, the Corporation will not carry on any business other than the identification and evaluation of assets or businesses with a view to completing a proposed Qualifying Transaction. See "Business of the Corporation" and "Use of Proceeds". The Corporation hereby offers through its agent, Union Securities Ltd. (the "Agent") a minimum of 2,100,000 common shares in the capital stock of the Corporation (the "Common Shares") at a price of \$0.20 per Common Share for minimum gross proceeds of \$420,000 and a maximum of 5,000,000 Common Shares for maximum gross proceeds of \$1,000,000.

This Offering is made on a commercially reasonable basis only by the Agent and is subject to receipt by the Corporation of a minimum subscription of 2,100,000 Common Shares for total gross proceeds to the Corporation of \$420,000. This Offering is also subject to approval of certain legal matters by Garfinkle, Biderman LLP on behalf of the Corporation. The Offering price of the Common Shares was determined by negotiation between the Corporation and the Agent. All funds received from the sale of the Common Shares will be deposited and held by the Agent (the "Depository") pursuant to the terms of the Agency Agreement as hereafter defined. If subscriptions for a minimum of 2,100,000 Common Shares have not been received within 90 days of the issuance of a receipt for the final prospectus or such other time as may be consented to by persons or companies who subscribed within that period and agreed to by the Agent, all subscription proceeds will be returned to subscribers without interest or deduction unless the subscribers have otherwise instructed the Depository. See "Plan of Distribution."

	Common Shares	Offering Price	Agent's Commission ⁽¹⁾	Net Proceeds to the Corporation ⁽²⁾
Per Common Share	1	\$0.20	\$0.02	\$0.18
Minimum Offering	2,100,000	\$420,000	\$42,000	\$378,000
Maximum Offering ⁽³⁾	5,000,000	\$1,000,000	\$100,000	\$900,000

Notes:

- (1) The Agent will receive a commission of 10% of the gross proceeds of this Offering representing an amount of \$42,000 if the minimum Offering is subscribed for and an amount of \$100,000 if the maximum Offering is subscribed for. In addition, the Agent will be granted a non-transferable option (the "Agent's Option") to purchase that number of Common Shares that is equal to 10% of the total number of Common Shares sold under this Offering, at a price of \$0.20 per Common Share representing 210,000 Common Shares if the minimum Offering is subscribed for and 500,000 Common Shares if the maximum Offering is subscribed for, exercisable for a period of 24 months from the date of listing of the Common Shares on the Exchange. In addition, the Agent will receive a

- corporate finance fee pursuant to this Offering of an aggregate amount of \$25,000 payable at closing and the Agent will be reimbursed by the Corporation for its reasonable expenses. See "Plan of Distribution".
- (2) Before deducting the expenses of this Offering, not including the Agent's commission, estimated at \$42,000 if the minimum Offering is subscribed for and \$100,000 if the maximum Offering is subscribed for, including the listing fee payable to the Exchange. See "Use of Proceeds".
 - (3) A maximum of 5,000,000 Common Shares are offered hereunder. In addition, this prospectus qualifies for distribution the Agent's Option, and options to purchase a minimum of 420,000 Common Shares and a maximum of 710,000 Common Shares which are to be granted to the directors and officers of the Corporation (the "Incentive Stock Options"). See "Options to Purchase Securities".

Market for Securities

The Corporation has applied to list its Common Shares on the Exchange. Listing will be subject to the Corporation fulfilling all the listing requirements of the Exchange.

Other than the initial distribution of the Common Shares pursuant to this prospectus, the grant of the Incentive Stock Options and the grant of the Agent's Option, trading in all securities of the Corporation is prohibited during the period between the date a receipt for the prospectus is issued by the regulatory securities authorities of the Provinces of British Columbia, Alberta, Saskatchewan and Ontario and the time the Common Shares are listed for trading on the Exchange, except, subject to prior acceptance of the Exchange, where appropriate registration and prospectus exemptions are available under securities legislation or where the Ontario Securities Commission grants a discretionary order.

Risk Factors

Investment in the Common Shares offered hereunder should be regarded as highly speculative due to the proposed nature of the Corporation's business and its present stage of development. This Offering is suitable only to those investors who are prepared to risk the loss of their entire investment. See "Risk Factors".

Maximum Investment

Pursuant to the CPC Policy, the maximum number of Common Shares that may be directly or indirectly purchased by any one purchaser pursuant to this Offering is 2% or 42,000 of the total Common Shares offered under this prospectus if the minimum Offering is subscribed for and 100,000 of the total Common Shares offered under this prospectus if the maximum Offering is subscribed for. In addition, the maximum number of Common Shares that may directly or indirectly be purchased by that purchaser, together with any Associates or Affiliates of that purchaser, is 4% or 84,000 Common Shares if the minimum Offering is subscribed for and 200,000 Common Shares if the maximum Offering is subscribed for.

Receipt of Subscriptions

Subscriptions will be received subject to rejection or allotment in whole or in part and the Corporation reserves the right to close the subscription books at any time without notice. It is expected that share certificates evidencing the Common Shares in definitive form will be available for delivery on the date of the closing of this Offering.

**UNION SECURITIES LTD.
Suite 901, 240 – 4th Avenue SW
Calgary, Alberta
T2P 4H4**

TABLE OF CONTENTS

GLOSSARY.....	4
PROSPECTUS SUMMARY	7
THE CORPORATION.....	9
NAME AND INCORPORATION	9
PLACE OF BUSINESS	9
BUSINESS OF THE CORPORATION	9
PRELIMINARY EXPENSE.....	9
PROPOSED OPERATIONS UNTIL COMPLETION OF A QUALIFYING TRANSACTION	9
METHOD OF FINANCING	9
CRITERIA FOR A QUALIFYING TRANSACTION.....	9
FILINGS AND SHAREHOLDER APPROVAL OF A NON ARM’S LENGTH QUALIFYING TRANSACTION.....	10
INITIAL LISTING REQUIREMENTS	10
TRADING HALTS, SUSPENSION AND DELISTING	10
REFUSAL OF A QUALIFYING TRANSACTION	11
USE OF PROCEEDS.....	11
PROCEEDS AND PRINCIPAL PURPOSES	11
PERMITTED USE OF FUNDS	12
RESTRICTIONS ON USE OF PROCEEDS.....	13
PRIVATE PLACEMENTS FOR CASH	13
PROHIBITED PAYMENTS TO NON ARM’S LENGTH PARTIES.....	13
PLAN OF DISTRIBUTION	14
NAME OF AGENT AND AGENT’S COMPENSATION	14
COMMERCIALLY REASONABLE EFFORTS OFFERING AND MINIMUM DISTRIBUTION.....	14
OTHER SECURITIES TO BE DISTRIBUTED	15
DETERMINATION OF PRICE.....	15
LISTING APPLICATION	15
RESTRICTIONS ON THE AGENT	15
RESTRICTIONS ON TRADING	15
DESCRIPTION OF THE SECURITIES	15
COMMON SHARES.....	15
CAPITALIZATION	16
OPTIONS TO PURCHASE SECURITIES	16
OPTIONS	16
STOCK OPTION TERMS	16
PRIOR SALES.....	17
ESCROWED SECURITIES	17
ESCROWED SECURITIES PRIOR TO THE COMPLETION OF THE QUALIFYING TRANSACTION	17
ESCROWED SECURITIES ON QUALIFYING TRANSACTION	18
PRINCIPAL SHAREHOLDERS.....	19
DIRECTORS, OFFICERS AND PROMOTERS	19
NAME, ADDRESS, OCCUPATION AND SECURITY HOLDING	19
EXPERIENCE WITH OTHER REPORTING ISSUERS	21
CORPORATE CEASE TRADE ORDERS OR BANKRUPTCIES	21
PENALTIES OR SANCTIONS	21
PERSONAL BANKRUPTCIES.....	21
CONFLICTS OF INTEREST	22
PROMOTER.....	22
EXECUTIVE COMPENSATION	22
REMUNERATION	22
DILUTION	22
RISK FACTORS.....	23
LEGAL PROCEEDINGS.....	25
RELATIONSHIP BETWEEN THE CORPORATION AND PROFESSIONAL PERSONS.....	25
AUDITORS, TRANSFER AGENT AND REGISTRAR	25
MATERIAL CONTRACTS.....	25
OTHER MATERIAL FACTS	25
PURCHASERS’ STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION.....	25
AUDITORS’ CONSENT	26
FINANCIAL STATEMENTS/AUDITORS’ REPORT	27
CERTIFICATE OF THE CORPORATION	37
CERTIFICATE OF THE AGENT	38

GLOSSARY

"Affiliate" means a Company that is affiliated with another Company as described below.

A Company is an "Affiliate" of another Company if:

- (a) one of them is the subsidiary of the other, or
- (b) each of them is controlled by the same Person.

A Company is "controlled" by a Person if:

- (a) voting securities of the Company are held, other than by way of security only, by or for the benefit of that Person, and
- (b) the voting securities, if voted, entitle the Person to elect a majority of the directors of the Company.

A Person beneficially owns securities that are beneficially owned by:

- (a) a Company controlled by that Person, or
- (b) an Affiliate of that Person or an Affiliate of any Company controlled by that Person.

"Agent" means Union Securities Ltd.

"Agreement in Principle" means any enforceable agreement or any other agreement or similar commitment which identifies the fundamental terms upon which the parties agree or intend to agree which:

- (a) identifies assets or a business to be acquired which would reasonably appear to constitute Significant Assets and the acquisition of which would reasonably appear to constitute a Qualifying Transaction;
- (b) identifies the parties to the Qualifying Transaction;
- (c) identifies the consideration to be paid for the Significant Assets or otherwise identifies the means by which the consideration will be determined; and
- (d) identifies the conditions to any further formal agreements to complete the transaction, and

in respect of which there are no material conditions to closing (other than receipt of shareholder approval and Exchange acceptance), the satisfaction of which is dependent upon third parties and beyond the reasonable control of the Non Arm's Length Parties to the CPC or the Non Arm's Length Parties to the Qualifying Transaction.

"Associate" when used to indicate a relationship with a Person or Company, means

- (a) an issuer of which the Person or Company beneficially owns or controls, directly or indirectly, voting securities entitling him or her to more than 10% of the voting rights attached to outstanding securities of the issuer,
- (b) any partner of the Person or Company,
- (c) any trust or estate in which the Person or Company has a substantial beneficial interest or in respect of which a Person or Company serves as trustee or in a similar capacity,
- (d) in the case of a Person, a relative of that Person, including
 - (i) that Person's spouse or child, or
 - (ii) any relative of the Person or of his or her spouse who has the same residence as that Person;

but

- (e) where the Exchange determines that two Persons shall, or shall not, be deemed to be Associates with respect to a Member firm, Member corporation or holding company of a Member corporation, then such determination shall be determinative of their relationships in the application of Rule D with respect to that Member firm, Member corporation or holding company.

"Capital Pool Company" or "CPC" means a corporation:

- (a) that has been incorporated or organized in a jurisdiction in Canada; and
- (b) that has filed and obtained a receipt for a preliminary CPC prospectus from one or more of the securities regulatory authorities in compliance with the CPC Policy; and
- (c) in regard to which the Final Exchange Bulletin has not yet been issued.

"Company" unless specifically indicated otherwise, means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual.

"Completion of the Qualifying Transaction" means the date the Final Exchange Bulletin is issued by the Exchange.

"Control Person" means any Person or Company that holds or is one of a combination of Persons or companies that holds a sufficient number of any of the securities of an issuer so as to affect materially the control of that issuer, or that holds more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holder of those securities does not materially affect the control of the issuer.

"CPC Policy" means Policy 2.4 - *Capital Pool Companies* of the TSX Venture Exchange Inc.

"Exchange" or "TSX Venture Exchange" means the TSX Venture Exchange Inc.

"Final Exchange Bulletin" means the Exchange Bulletin which is issued following closing of the Qualifying Transaction and the submission of all required documentation and that evidences the final Exchange acceptance of the Qualifying Transaction.

"Insider" if used in relation to an issuer, means:

- (a) a director or senior officer of the issuer;
- (b) a director or senior officer of the Company that is an Insider or subsidiary of the issuer;
- (c) a Person that beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the issuer; or
- (d) the issuer itself if it holds any of its own securities.

"Majority of the Minority Approval" means the approval of a Qualifying Transaction by the majority of the votes cast by shareholders, other than:

- (a) Non Arm's Length Parties to the CPC;
- (b) Non Arm's Length Parties to the Qualifying Transaction; and
- (c) in the case of a Related Party Transaction (as defined in Exchange Policy 1.1):
 - (i) if the CPC holds its own shares, the CPC; and
 - (ii) a Person acting jointly or in concert with a Person referred to in paragraph (a) or (b) in respect of the transaction;

at a properly constituted meeting of the common shareholders of the CPC.

"Non Arm's Length Party" means in relation to a Company, a promoter, officer, director, other Insider or Control Person of that Company (including an issuer) and any Associates or Affiliates of any of such Persons. In relation to an individual, means any Associate of the individual or any Company of which the individual is a promoter, officer, director, Insider or Control Person.

"Non Arm's Length Parties to the Qualifying Transaction" means the Vendor(s), any Target Company(ies) and includes, in relation to Significant Assets or Target Company(ies), the Non Arm's Length Parties of the Vendor(s), the Non Arm's Length Parties of any Target Company(ies) and all other parties to or associated with the Qualifying Transaction and Associates or Affiliates of all such other parties.

"Non Arm's Length Qualifying Transaction" means a proposed Qualifying Transaction where the same party or parties or their respective Associates or Affiliates control the CPC and the Significant Assets which are the subject of the proposed Qualifying Transaction.

"Person" means a Company or individual.

"Principal" means:

- (a) a Person or Company who acted as a promoter of the issuer within two years or their respective Associates or Affiliates before the initial public Offering ("IPO") prospectus or Final Exchange Bulletin confirming final acceptance of a transaction;
- (b) a director or senior officer of the issuer or any of its material operating subsidiaries at the time of the IPO prospectus or Final Exchange Bulletin;
- (c) a 20% holder - a Person or Company that holds securities carrying more than 20% of the voting rights attached to the issuer's outstanding securities immediately before and immediately after the issuer's IPO or immediately after the Final Exchange Bulletin for non IPO transactions;
- (d) a 10% holder - a Person or Company that
 - (i) holds securities carrying more that 10% of the voting rights attached to the issuer's outstanding securities immediately before and immediately after the issuer's IPO or immediately after the Final Exchange Bulletin for non IPO transactions; and
 - (ii) has elected or appointed, or has the right to elect or appoint, one or more directors or senior officers of the issuer or any of its material operating subsidiaries.

In calculating these percentages, include securities that may be issued to the holder under outstanding convertible securities in both the holder's securities and the total securities outstanding.

A Company, trust, partnership or other entity more than 50% held by one or more Principals will be treated as a Principal. (In calculating this percentage, include securities of the entity that may be issued to the Principals under outstanding convertible securities in both the Principal's securities of the entity and the total securities of the entity outstanding). Any securities of the issuer that this entity holds will be subject to escrow requirements.

A Principal's spouse and their relatives that live at the same address as the Principal will also be treated as Principals and any securities of the issuer they hold will be subject to escrow requirements.

"Qualifying Transaction" means a transaction where a CPC acquires Significant Assets, other than cash, by way of purchase, amalgamation, merger or arrangement with another Company or by other means.

"Resulting Issuer" means the issuer that was formerly a CPC that exists upon issuance of the Final Exchange Bulletin.

"Significant Assets" means one or more assets or businesses which, when purchased, optioned or otherwise acquired by the CPC, together with any other concurrent transactions, would result in the CPC meeting the initial listing requirements of the Exchange.

"Sponsor" has the meaning specified in Policy 2.2 - *Sponsorship and Sponsorship Requirements*.

"Target Company" means a Company to be acquired by the CPC as its Significant Asset pursuant to a Qualifying Transaction.

"Vendors" means one or all of the beneficial owners of the Significant Assets (other than a Target Company).

PROSPECTUS SUMMARY

The following is a summary of the principal features of this distribution and should be read together with the more detailed information and financial data and statements contained elsewhere in this prospectus.

ISSUER: The Corporation was incorporated on April 28, 2010 under the name MCM Capital One Inc., pursuant to the *Business Corporations Act* (Ontario).

OFFERING: A minimum of 2,100,000 Common Shares in the capital of the Corporation are being offered under this prospectus at a price of \$0.20 per Common Share for minimum gross proceeds of \$420,000 and a maximum of 5,000,000 Common Shares for maximum gross proceeds of \$1,000,000 (the "Offering"). This Offering is being made on a commercially reasonable basis by the Agent. In addition, the Corporation will grant to the Agent an option to purchase that number of Common Shares that is equal to 10% of the total number of Common Shares sold pursuant to this Offering at a price of \$0.20 per Common Share representing 210,000 Common Shares if the minimum Offering is subscribed for and 500,000 Common Shares if the maximum Offering is subscribed for, exercisable for a period of 24 months from the date of listing of the Common Shares on the Exchange, which option is qualified under this prospectus (the "Agent's Option"). The Corporation also intends to grant incentive stock options (the "Incentive Stock Options") to directors and officers of the Corporation to purchase up to 420,000 Common Shares if the minimum Offering is subscribed for and 710,000 Common Shares if the maximum Offering is subscribed for at a price of \$0.20 per Common Share, which Incentive Stock Options are qualified for distribution under this prospectus. A total of 1,210,000 options, comprising the Agent's Option and the Incentive Stock Options, are qualified for distribution under this prospectus.

PRICE: \$0.20 per Common Share.

BUSINESS OF THE CORPORATION: MCM Capital One Inc. is a Capital Pool Company created pursuant to Exchange Policy 2.4. The principal business of the Corporation will be the identification and evaluation of assets or businesses with a view to completing a Qualifying Transaction. Any proposed Qualifying Transaction must be approved by the Exchange and in the case of a Non Arm's Length Qualifying Transaction must also receive Majority of the Minority Approval, in accordance with the CPC Policy. The Corporation has not commenced commercial operations and has no assets other than a minimum amount of cash and other assets disclosed in the financial statements included in this prospectus. Except as specifically contemplated in the CPC Policy, until Completion of the Qualifying Transaction, the Corporation will not carry on any business other than the identification and evaluation of assets and businesses with a view to completing a Qualifying Transaction. See "Business of the Corporation" and "Use of Proceeds".

USE OF PROCEEDS: Assuming completion of this Offering, the net proceeds thereof to the Corporation will be \$378,000 if the minimum Offering is subscribed for and \$900,000 if the maximum Offering is subscribed for (after deduction of the Agent's commission but before deduction of the issue costs). The net proceeds of this Offering will be used to provide the Corporation with a minimum of funds with which to identify and evaluate assets or businesses for acquisition with a view to completing a Qualifying Transaction. The Corporation may not have sufficient funds to secure such businesses or assets once identified and evaluated and additional funds may be required. Until Completion of the Qualifying Transaction, and except as otherwise provided in the CPC Policy, a maximum of the lesser of 30% of the gross proceeds from the sale of all securities issued by the Corporation and \$210,000 may be used for purposes other than evaluating businesses or assets, subject to the obtaining of a waiver of the Exchange. See "Use of Proceeds", "Risk Factors" and "Business of the Corporation".

DIRECTORS & MANAGEMENT:

Rob Fia	- Chief Executive Officer and Director
Joseph Heng	- Chief Financial Officer and Director
Hongbo Liang	- Corporate Secretary and Director
Bruce Reid	- Director
Gerri Greenham	- Director

ESCROWED SHARES:

All of the Common Shares of the Corporation issued at a price less than \$0.20 per Common Share ("Discount Seed Shares") will be deposited in escrow pursuant to an escrow agreement (the "Escrow Agreement") and will be released from escrow in stages over a period of up to three years from the date of the Final Exchange Bulletin. The total number of Discount Seed Shares to be held in escrow subject to the Escrow Agreement is 2,100,000 Common Shares. See "Escrowed Securities".

RISK FACTORS:

There is currently no established market for the Common Shares. An investment in the Common Shares must be regarded as highly speculative due to the proposed nature of the Corporation's business and its present stage of development.

The Corporation was incorporated on April 28, 2010 and does not have any business operations or assets other than cash and other assets disclosed in the financial statements included in this prospectus. It has not entered into an Agreement in Principle as defined in the CPC Policy and does not have a history of earnings nor has it paid any dividends, and will not generate any earnings or pay any dividends before Completion of the Qualifying Transaction.

If the Corporation identifies a suitable business or asset, the Exchange may not approve the transaction as a Qualifying Transaction or management may determine that market conditions make the terms of the acquisition uneconomic. Furthermore, the Corporation may require additional financing to both secure and exploit the business or asset and there is no guarantee that such financing will be available.

If the Corporation fails to complete a Qualifying Transaction acceptable to the Exchange within 24 months of the date of listing on the Exchange, or if the Corporation fails to comply with the Exchange's listing maintenance requirements, the Common Shares may be suspended from trading or delisted.

An acquisition financed by the issuance of treasury shares could result in a change in the control of the Corporation and may cause the shareholders' interest in the Corporation to be further diluted.

Without limiting the generality of the foregoing, this Offering is only suitable for those investors who are willing to rely solely on the directors and management of the Corporation and who are prepared to risk a loss of their entire investment. The directors and officers of the Corporation will only devote part of their time and attention to the affairs of the Corporation and there are potential conflicts of interest to which some of the directors and officers of the Corporation will be subject in connection with the operations of the Corporation. Assuming completion of the Offering, an investor will suffer an immediate dilution on investment of 25.00% or \$0.05 per Common Share if the minimum Offering is subscribed for and 34.24% or \$0.068 per Common Share if the maximum Offering is subscribed for based on the gross proceeds of this issue, before the deduction of selling commissions or related expenses of the issue.

There can be no assurance that an active and liquid market for the Corporation's Common Shares will develop and an investor may find it difficult to resell the Common Shares.

Until Completion of the Qualifying Transaction, the Corporation will not carry on any business other than the identification and evaluation of assets or businesses with a view to completing a Qualifying Transaction. The Corporation has only limited funds with which to identify and evaluate possible Qualifying Transactions and there can be no assurance that the Corporation will be able to identify or complete a suitable Qualifying Transaction.

The Qualifying Transaction may involve the acquisition of businesses or assets located outside of Canada. It may therefore be difficult or impossible to effect service or notice to commence legal proceedings upon any directors, officers and experts outside of Canada and it may not be possible to enforce against such Persons or companies judgments obtained in Canadian courts predicated upon the civil liability provisions applicable to securities laws in Canada. See "Business of the Corporation", "Risk Factors" and "Conflicts of Interest".

THE CORPORATION

Name and Incorporation

MCM Capital One Inc. (the "Corporation") was incorporated on April 28, 2010, under the *Business Corporations Act* (Ontario) under the name MCM Capital One Inc. The authorized share capital of the Corporation consists of an unlimited number of common shares, without nominal or par value. At the date hereof, the Corporation had 2,100,000 common shares issued and outstanding.

Place of Business

The principal and registered office of the Corporation is located at 155 University Avenue, Suite 1210, Toronto, Ontario, M5H 3B7.

BUSINESS OF THE CORPORATION

Preliminary Expenses

To date, the Corporation has only incurred expenses relating to the incorporation of the Corporation and the preparation of this prospectus, including legal and audit fees, however additional material expenses are anticipated to be incurred prior to the completion of the Offering. See "Use of Proceeds". Part of the net proceeds of the Offering will be utilized to satisfy the obligations of the Corporation related to this Offering, including the expenses of its auditors and legal counsel. Since the date of the Corporation's balance sheet included in this prospectus, the Corporation has not incurred additional material expenditures. See "Use of Proceeds".

Proposed Operations until Completion of a Qualifying Transaction

The Corporation is a capital pool corporation ("CPC") created pursuant to the CPC Policy. The Corporation proposes to identify and evaluate businesses and assets with a view to completing a Qualifying Transaction. Any proposed Qualifying Transaction must be accepted by the Exchange and in the case of a Non Arm's Length Qualifying Transaction is also subject to Majority of the Minority Approval in accordance with the CPC Policy. To date, the Corporation has not conducted material operations of any kind. The Corporation does not own any assets, other than cash and other assets disclosed in the financial statements provided for in the present prospectus.

The management of the Corporation will evaluate a possible acquisition after the closing of the Offering. This possible Qualifying Transaction will be subject to due diligence relating to the business and to the legal affairs of the proposed target company.

Until Completion of the Qualifying Transaction, the Corporation will not carry on any business other than the identification and evaluation of assets or businesses with a view to completing a potential Qualifying Transaction. With the consent of the Exchange and of the securities regulatory authorities if required, this may include the raising of additional funds in order to finance an acquisition. Except as described under "Private Placement for Cash", "Permitted Use of Funds" and "Restrictions on Use of Proceeds", the funds raised pursuant to this Offering and any subsequent financing will be utilized only for the identification and evaluation of potential Qualifying Transactions and not for any deposit, loan or direct investment in a potential acquisition.

Method of Financing

The Corporation may use cash, bank financing and the issuance of treasury shares either by way of private placement or public offering or some combination thereof for the purpose of financing its proposed Qualifying Transaction. **A Qualifying Transaction financed by the issue of treasury shares could result in a change in control of the Corporation and may cause the shareholders' interest in the Corporation to be further diluted.**

Criteria for a Qualifying Transaction

The board of directors of the Corporation must approve any proposed Qualifying Transaction. In exercising their powers and discharging their duties in relation to a proposed Qualifying Transaction, the directors will act honestly and in good faith with a view to the best interests of the Corporation and will exercise the care, diligence and skill that a reasonably prudent Person would exercise in comparable circumstances.

Filings and Shareholder Approval of a Non Arm's Length Qualifying Transaction

Upon the Corporation reaching an Agreement in Principle, the Corporation must issue a comprehensive news release, at which time the Exchange generally will halt trading in the Corporation's Common Shares until the filing requirements of the Exchange have been satisfied as set forth under "Trading Halts, Suspensions and Delisting". Within 75 days after the issuance of such press release, the Corporation shall be required to submit for review to the Exchange either an information circular that complies with applicable corporate and securities laws or a filing statement that complies with the Exchange requirements. The information circular must be submitted where there is a Non Arm's Length Qualifying Transaction or where shareholders approval is otherwise required. A filing statement must be submitted where a Qualifying Transaction is not a Non Arm's Length Qualifying Transaction or where shareholders approval is not otherwise required. The information circular or filing statement, as applicable, must contain prospectus level disclosure of the Target Company and the Corporation, assuming Completion of the Qualifying Transaction, and be prepared in accordance with the CPC Policy and Form 3B1 or Form 3B2. Upon acceptance by the Exchange, the Corporation must then either:

- (a) file the filing statement on SEDAR at least seven (7) business days prior to closing of the Qualifying Transaction, and issue a press release which discloses the scheduled closing date for the Qualifying Transaction as well as the fact that the filing statement is available on SEDAR; or
- (b) mail the information circular and related proxy material to its shareholders in order to obtain the Majority of the Minority Approval of the Qualifying Transaction or other requisite approval at a meeting of the shareholders.

Unless waived by the Exchange, the Corporation will also be required to retain a Sponsor, who must be a member of the Exchange, and who will be required to submit to the Exchange a Sponsor Report prepared in accordance with the Policies of the Exchange. The Corporation will no longer be considered to be a CPC upon the Exchange having issued the Final Exchange Bulletin. The Exchange will generally not issue the Final Exchange Bulletin until the Exchange has received:

- (a) in the case of a Non Arm's Length Qualifying Transaction, confirmation of Majority of Minority Approval of the Qualifying Transaction;
- (b) confirmation of closing of the Qualifying Transaction; and
- (c) all post-meeting or final documentation, as applicable or otherwise required to be filed with the Exchange pursuant to the CPC Policy.

Upon issuance of the Final Exchange Bulletin, the CPC Policy will generally cease to apply, with the exception of the escrow provisions of the CPC Policy and the restrictions in the CPC Policy precluding the Corporation from completing a reverse takeover for a period of one year from the Completion of the Qualifying Transaction.

Initial Listing Requirements

The Resulting Issuer must satisfy the Exchange's initial listing requirements for its particular industry sector in either Tier 1 or Tier 2 as prescribed under the applicable policies of the Exchange.

Trading Halts, Suspension and Delisting

The Exchange will generally halt trading in the Common Shares from the date of the public announcement of an Agreement in Principle until all filing requirements of the Exchange have been satisfied, which includes the submission of a Sponsorship Acknowledgement Form, where the Qualifying Transaction is subject to sponsorship. In addition, personal information forms for all individuals who may be directors, senior officers, promoters, or Insiders of the Resulting Issuer must be filed with the Exchange and any preliminary background searches that the Exchange considers necessary or advisable, must also be completed, before the trading halt will be lifted by the Exchange.

Even if all filing requirements have been satisfied and preliminary background checks completed, the Exchange may continue or reinstate a halt in trading of the Common Shares for public policy reasons including:

- (a) the unacceptable nature of the business of the Resulting Issuer; or
- (b) the number of conditions precedent to, or the nature and number of deficiencies required to be resolved prior to, Completion of the Qualifying Transaction, are so significant or numerous as to make it appear to the Exchange that the halt should be reinstated or continued.

A trading halt may also be imposed by the Exchange where the Corporation fails to file the supporting documents relating to the Qualifying Transaction within a period of 75 days after public announcement of the Agreement in Principle or if the CPC fails to file post-meeting or final documents, as applicable, within the time required. A trading halt may also be imposed if a Sponsor terminates its sponsorship.

The Exchange may suspend from trading or delist the Common Shares of the Corporation where the Exchange has not issued a Final Exchange Bulletin to the CPC within 24 months of the date of listing. If the Common Shares of the Corporation are delisted by the Exchange, then within 90 days from the date of such delisting, the Corporation shall wind up and liquidate its assets pursuant to the *Business Corporation Act* (Ontario) and shall make a pro rata distribution of its remaining assets to its shareholders, unless, within that 90 day period and pursuant to a majority vote of shareholders, exclusive of the vote of Non Arm's Length Parties to the Corporation, the shareholders determine to deal with the remaining assets in some other manner. See "Filing and Shareholder Approval of Non Arm's Length Qualifying Transaction."

Refusal of a Qualifying Transaction

The Exchange, in its sole discretion, may not accept a Qualifying Transaction if:

- (a) the Resulting Issuer fails to satisfy the applicable initial listing requirements of the Exchange;
- (b) the aggregate number of securities of the Resulting Issuer owned, directly or indirectly, by:
 - (i) a member firm of the Exchange;
 - (ii) registrants, unregistered corporate finance professionals, employee shareholders and partners of such member firm; and
 - (iii) Associates of any such Person,collectively, would exceed 20% of the issued and outstanding securities of the Resulting Issuer;
- (c) the Resulting Issuer will be a financial institution, finance company, finance issuer or mutual fund, as defined in the securities legislation;
- (d) the majority of the directors and senior officers of the Resulting Issuer are not residents of Canada or the United States or are individuals who have not demonstrated positive association as directors or officers with public companies that are subject to a regulatory regime comparable to the companies listed on a Canadian exchange; or
- (e) notwithstanding the definition of a Qualifying Transaction, there is any other reason for denying acceptance of the Qualifying Transaction.

USE OF PROCEEDS

Proceeds and Principal Purposes

- (a) The gross proceeds received by the Corporation from the sale of 2,100,000 Common Shares prior to the date of this prospectus amounted to \$210,000.
- (b) The Corporation has not incurred any expenses and costs with respect to the issue of Common Shares referred in (a) above.
- (c) The gross proceeds to be received by the Corporation from the sale of the Common Shares offered by this prospectus will be \$420,000 if the minimum Offering is subscribed for and \$1,000,000 if the maximum Offering is subscribed for.
- (d) The expenses and costs, including the Agent's fee, related to the Offering referred to in (c) incurred to date and expected to be incurred in the future will total approximately \$157,000 if the minimum Offering is subscribed for and \$215,000 if the maximum Offering is subscribed for.
- (e) The Corporation expects the gross funds available to it from (i) the sale of Common Shares distributed under the prospectus, and (ii) the prior sale of Common Shares will be \$630,000 if the minimum Offering is subscribed for and \$1,210,000 if the maximum Offering is subscribed for.

The funds received from the Offering will be deposited with the Depository, and will not be released until a minimum of \$420,000 has been deposited. Minimum subscriptions of 2,100,000 Common Shares for total gross proceeds of \$420,000 must be raised within 90 days of the issuance of a final receipt for this prospectus, or such other time as may be consented to by Persons or Companies who subscribed within that period, failing which the Depository will remit the funds collected to the original subscribers without interest or deduction.

The following table indicates the principal uses to which the Corporation proposes to apply the funds available to it upon the completion of this Offering:

Proceeds to the Corporation	Minimum Offering	Maximum Offering
Cash proceeds raised from the sale of Common Shares prior to this Offering ⁽¹⁾	\$210,000	\$210,000
Expenses and costs relating to raising the cash proceeds above	Nil	Nil
Cash proceeds to be raised pursuant to this Offering ⁽²⁾	\$420,000	\$1,000,000
Costs and expenses associated with this Offering (including listing fees, Agent's fees, legal fees and audit fees)	\$157,000	\$215,000
Estimated funds available (on completion of the Offering)	\$473,000	\$995,000
Estimated funds available for identifying and evaluating assets or business ⁽³⁾	\$473,000	\$995,000
Estimated general and administrative expenses until Completion of a Qualifying Transaction ⁽⁴⁾	\$35,550	\$75,000
TOTAL NET PROCEEDS	\$437,450	\$920,000

Notes:

- (1) See "Prior Sales".
- (2) In the event the Agent exercises the Agent's Option and the Incentive Stock Options are exercised, there will be available to the Corporation an additional \$126,000 in the event the minimum Offering is subscribed for and \$242,000 in the event the maximum Offering is subscribed for, which will be added to the working capital of the Corporation. There is no assurance that any of these options will be exercised.
- (3) In the event that the Corporation enters into an Agreement in Principle prior to spending the entire gross proceeds of \$420,000 in the event the minimum Offering is subscribed for and \$1,000,000 in the event the maximum is subscribed for, on identifying and evaluating assets or businesses, the remaining funds may be used to finance or partially finance the acquisition of Significant Assets or for working capital after Completion of the Qualifying Transaction.
- (4) Estimated expenses based on the completion of a Qualifying Transaction within 24 months of the date the Common Shares are listed for trading on the Exchange.

Until required for the Corporation's purposes, the proceeds will only be invested in securities of, or those guaranteed by, the Government of Canada or any Province or territory of Canada or the Government of the United States of America, in certificates of deposit or interest-bearing accounts of Canadian chartered banks, trust companies or credit unions.

The proceeds from this Offering and any prior sale of Common Shares, after deducting the expenses associated with this Offering, will only be sufficient to identify and evaluate a finite number of assets and businesses, and additional funds may be required to finance any acquisition to which the Corporation may commit.

Permitted Use of Funds

Until the Completion of the Qualifying Transaction and except as otherwise specifically provided by the CPC Policy and described in "Restrictions on Use of Proceeds", "Private Placements for Cash" and "Prohibited Payments to Related Parties", the gross proceeds realized from the sale of all securities issued by the Corporation may only be used by the Corporation to identify and evaluate assets or businesses and in the case of Non Arm's Length Transaction, obtain shareholder approval for a transaction, if required.

The proceeds may be used for expenses incurred for the preparation of:

- (a) valuations or appraisals;

- (b) business plans;
- (c) feasibility studies and technical assessments;
- (d) sponsorship reports;
- (e) engineering and geological reports;
- (f) financial statements, including audited financial statements;
- (g) fees for legal and accounting services; and
- (h) Agents' fees, costs and commissions,

relating to the identification and evaluation of assets or businesses and in the case of a Non Arm's Length Qualifying Transaction, the obtaining of shareholder approval for the Corporation's proposed Qualifying Transaction.

In addition, with the prior acceptance of the Exchange, up to an aggregate of \$225,000 may be advanced as a refundable deposit or secured loan by the Corporation to a Vendor or Target Company, as the case may be, for a proposed Arm's Length Qualifying Transaction provided that the Arm's Length Qualifying Transaction has been publicly announced at least 15 days prior to the date of such advance, due diligence with respect to the Qualifying Transaction is well underway and either a Sponsor has been engaged or sponsorship has been waived. A maximum aggregate amount of \$25,000 may also be advanced as a non-refundable deposit, unsecured deposit or advance to a Vendor or Target Company, as the case may be, to preserve assets without the prior acceptance of the Exchange.

Restrictions on Use of Proceeds

Until Completion of a Qualifying Transaction, not more than the lesser of 30% of the gross proceeds from the sale of all securities issued by the Corporation or \$210,000, subject to receiving a waiver from the Exchange, will be used for purposes other than those described above. For greater certainty, expenditures not included as "Permitted Uses of Funds", listed above, include:

- (a) listing and filing fees (including SEDAR fees);
- (b) other costs for the issuance of securities (including legal, accounting and audit expenses) relating to the preparation and filing of this prospectus; and
- (c) administrative and general expenses of the Corporation, including office supplies, office rent and related utilities; printing costs (including the printing of this prospectus and share certificates); equipment leases (provided that no proceeds shall be used to acquire or lease a vehicle); and fees for legal advice and audit expenses, other than those described above under "Permitted Use of Funds".

No proceeds will be used to acquire or lease a vehicle.

Private Placements for Cash

After the closing of this Offering and until the Completion of the Qualifying Transaction, the Corporation will not issue any securities unless written acceptance of the Exchange is obtained before issuance. Prior to Completion of the Qualifying Transaction, the Exchange generally will not accept a private placement by the Corporation where the gross proceeds raised from the issuance of securities both prior to and pursuant to the Offering, together with any proceeds anticipated to be raised upon closing of the private placement, will exceed \$2,000,000. The only securities issuable pursuant to such private placement will be Common Shares. Subject to certain limited exceptions, any Common Shares issued pursuant to the private placement to Non Arm's Length Parties to the Corporation and to Principals of the Resulting Issuer will be subject to escrow.

Prohibited Payments to Non Arm's Length Parties

Except as described under "Options to Purchase Securities" and "Restrictions on Use of Proceeds", the Corporation has not made, and until Completion of the Qualifying Transaction will not make, any payment of any kind, directly or indirectly, to a Non Arm's Length Party to the Corporation or a Non Arm's Length Party to the Qualifying Transaction, or to a Person engaged in investor relations activities, by any means, including:

- (a) remuneration, which includes but is not limited to salaries, consulting fees, management contract fees, directors' fees, finders' fees, loans, advances and bonuses; and
- (b) deposits and similar payments.

Further, no such payments will be made on or after the Completion of a Qualifying Transaction if such payments relate to services rendered or obligations incurred prior to or in connection with the Qualifying Transaction.

Notwithstanding the above, the Corporation may reimburse a Non Arm's Length Party to the Corporation for reasonable expenses for office supplies, office rent and related utilities, equipment leases (excluding vehicle leases), and legal services (provided that neither the lawyer providing the legal services nor any member of the law firm providing the services is a promoter of the Corporation or in the case of a law firm, no member of the firm, owns greater than 10% of the outstanding Common Shares of the Corporation), and the Corporation may also reimburse a Non Arm's Length Party to the Corporation for reasonable out-of-pocket expenses incurred in pursuing the business of the Corporation described in "Permitted Use of Funds".

The foregoing restrictions on the use of proceeds and prohibitions on payments to Non Arm's Length Parties and Persons engaged in investor relations activities continue to apply until Completion of the Qualifying Transaction.

PLAN OF DISTRIBUTION

Name of Agent and Agent's Compensation

Pursuant to an agency agreement (the "Agency Agreement") dated ● , 2010, among the Corporation and Union Securities Ltd. (the "Agent"), the Corporation has appointed the Agent as its agent to offer for distribution to the public, on a commercially reasonable basis, a minimum of 2,100,000 Common Shares and a maximum of 5,000,000 Common Shares, pursuant to this prospectus, at a price of \$0.20 per Common Share for minimum gross proceeds of \$420,000 and for maximum gross proceeds of \$1,000,000, subject to the terms and conditions of the Agency Agreement. The Agent will receive a commission of 10% of the aggregate gross proceeds from the sale of the Common Shares. The Agent will be paid a corporate finance fee of \$25,000 which is payable regardless of the number of Common Shares distributed pursuant to this prospectus and the Agent will be reimbursed by the Corporation for its reasonable expenses.

In addition, the Agent will be granted a non-transferable option to purchase 210,000 Common Shares in the case of the minimum Offering and 500,000 Common Shares in the case of the maximum Offering exercisable at a price of \$0.20 per Common Share for a period of 24 months from the date of listing the Common Shares on the Exchange (the "Agent's Option"), which Agent's Option is qualified for distribution under this prospectus. The Agent's Option may be exercised in whole or in part by the Agent before the Completion of the Qualifying Transaction, provided that no more than 50% of the Common Shares received by the Agent on exercise of the option may be sold prior to the Completion of the Qualifying Transaction. The remaining 50% may only be sold after Completion of the Qualifying Transaction. As at the date hereof, the Agent does not own any Common Shares of the Corporation.

Other than as described in this prospectus, there are no payments in cash, securities or other consideration being made, or to be made, to a promoter, finder or any other Person or Corporation in connection with the Offering.

The Offering will be made in accordance with the rules and policies of the Exchange and with the consent of the Exchange. The closing of the Offering will take place at such time as the Corporation and the Agent may agree provided that the minimum subscriptions have been received and that the withdrawal rights of the purchaser of Common Shares which are available pursuant to securities laws have expired. See "Purchaser's Statutory Rights".

The Agent has agreed to use commercially reasonable efforts to secure subscriptions for all of the Common Shares offered hereunder on behalf of the Corporation and may make co-brokerage arrangements with other investment dealers at no additional cost to the Corporation. The obligations of the Agent under the Agency Agreement may be terminated at its discretion on the basis of its assessment of the state of financial markets or upon the occurrence of certain events as stated in the Agency Agreement, including the non-fulfillment of conditions of closing.

Commercially Reasonable Efforts Offering and Minimum Distribution

The Offering consists of 5,000,000 Common Shares for total gross proceeds of \$1,000,000 if the maximum Offering is subscribed for and 2,100,000 Common Shares for total gross proceeds of \$420,000 if the minimum Offering is subscribed for. Pursuant to the CPC Policy, the maximum number of Common Shares which may be directly or indirectly purchased by any one purchaser pursuant to this Offering is 2% of the Common Shares offered hereunder or 100,000 Common Shares if the maximum Offering is subscribed for and 42,000 Common Shares if the minimum Offering is subscribed for. In addition, the maximum number of Common Shares that may directly or indirectly be purchased by that purchaser, together with any Associates or

Affiliates of that purchaser, is 4% or 200,000 Common Shares if the maximum Offering is subscribed for and 84,000 Common Shares if the minimum Offering is subscribed for. The funds received from the Offering will be deposited with the Depository, and will not be released until a minimum of \$420,000 has been deposited. Minimum subscriptions of 2,100,000 Common Shares for total gross proceeds of \$420,000 must be raised within 90 days of the issuance of a final receipt for this prospectus, or such other time as may be consented to by Persons or Companies who subscribed within that period, failing which the Depository will remit the funds collected to the original subscribers without interest or deduction, unless the subscribers have otherwise instructed the Depository.

Other Securities to be Distributed

The Corporation also proposes to grant Incentive Stock Options to directors and officers to purchase up to 420,000 Common Shares if the minimum Offering is subscribed for and up to 710,000 Common Shares if the maximum Offering is subscribed for, in accordance with the policies of the Exchange, which options are qualified under this prospectus. See "Options to Purchase Securities" and "Plan of Distribution".

Determination of Price

The price of this Offering has been determined by negotiation between the Corporation and the Agent.

Listing Application

The Corporation has applied to list its Common Shares on the Exchange. Listing will be subject to the Corporation fulfilling all the listing requirements of the Exchange.

Restrictions on the Agent

The Agent has advised the Corporation that to the best of its knowledge and belief and except as described herein, neither it, nor any of its directors, officers, employees or contractors or any Associate or Affiliate thereof:

- (a) has subscribed for Common Shares of the Corporation, or
- (b) are permitted to subscribe for Common Shares of the Corporation pursuant to this distribution; and

until Completion of the Qualifying Transaction, the aggregate number of Common Shares permitted to be owned directly or indirectly by the participants referred to above, is 20% of the issued and outstanding Common Shares of the Corporation, exclusive of Common Shares reserved for issuance at a future date.

Restriction on Trading

Other than the initial distribution of the Common Shares pursuant to this prospectus, the grant of the Agent's Option and the Incentive Stock Options, no securities of the Corporation will be permitted to be issued during the period between the date a receipt for the preliminary prospectus is issued by the British Columbia, Alberta, Saskatchewan and Ontario Securities Commissions and the time the Common Shares are listed for trading on the Exchange, except subject to prior acceptance of the Exchange, where appropriate registration and prospectus exemptions are available under securities legislation or where the applicable securities regulatory authorities grant a discretionary order.

DESCRIPTION OF SECURITIES DISTRIBUTED

The Corporation is authorized to issue an unlimited number of Common Shares of which 2,100,000 Common Shares were issued and outstanding as fully paid and non-assessable as at the date hereof. In addition, a maximum of 5,500,000 Common Shares are reserved for issuance pursuant to this Offering, 2,310,000 Common Shares in the event the minimum Offering is subscribed for and 5,500,000 Common Shares in the event the maximum Offering is subscribed for, including the Common Shares reserved for issuance upon exercise of the Agent's Option. Furthermore, 420,000 Common Shares in the event the minimum Offering is subscribed for, and 710,000 Common Shares in the event the maximum Offering is subscribed for, are reserved for issuance upon exercise of Incentive Stock Options by directors and officers of the Corporation. All of the Common Shares to be outstanding on completion of this Offering will be fully paid and non-assessable. See "Prior Sales", "Options to Purchase Securities" and "Plan of Distribution".

Common Shares

The holders of the Common Shares are entitled to vote at meetings of the shareholders of the Corporation, except meetings at which only holders of a specified class of shares other than the Common Shares are entitled to vote, to receive dividends, if, as

and when declared by the board of directors of the Corporation on the Common Shares and subject to the rights, privileges and conditions attaching to any other class of shares of the Corporation, to receive the remaining property of the Corporation upon dissolution, liquidation or winding up of the Corporation.

CAPITALIZATION

The table below shows the capitalization of the Corporation before and after giving effect to this Offering but prior to taking into account the costs of issue:

Designation of Securities	Amount Authorized	Amount outstanding as at June 30, 2010 (audited) ⁽¹⁾	Amount outstanding as at September 28, 2010	Amount to be outstanding if the minimum Offering is sold ⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾	Amount to be outstanding if the maximum Offering is sold ⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾
Common Shares	Unlimited	\$110,000 (1,100,000 Common Shares)	\$210,000 (2,100,000 Common Shares)	\$630,000 (4,200,000 Common Shares)	\$1,210,000 (7,100,000 Common Shares)

Notes:

- (1) As at the date of such balance sheet, the Corporation had not commenced commercial operations.
- (2) The Corporation has reserved an aggregate of up to 420,000 Common Shares in the event the minimum Offering is subscribed for and 710,000 Common Shares in the event the maximum Offering is subscribed for pursuant to Incentive Stock Options to be granted to directors and officers of the Corporation.
- (3) The Corporation has reserved a number of Common Shares equal to 10% of the number of Common Shares to be issued under the Offering for issuance pursuant to the Agent's Option representing 210,000 Common Shares if the minimum Offering is subscribed for and 500,000 Common Shares if the maximum Offering is subscribed for. The Agent's Option will have an exercise price of \$0.20 per Common Share. See "Plan of Distribution."
- (4) All 2,100,000 Common Shares outstanding as at September 28, 2010, will be held in escrow in accordance with the CPC Policy. See "Escrowed Securities".
- (5) Before deducting the Agent's commission and legal fees and the Corporation's expenses of the issue estimated to be \$157,000 if the minimum Offering is subscribed for and \$215,000 if the maximum Offering is subscribed for.

OPTIONS TO PURCHASE SECURITIES

The Incentive Stock Options to purchase up to 420,000 Common Shares in the event the minimum Offering is subscribed for and up to 710,000 Common Shares if the maximum Offering is subscribed for, which Incentive Stock Options are to be granted immediately after closing of this Offering to directors and officers of the Corporation, are subject to regulatory approval and are qualified for distribution pursuant to this prospectus. The granting of the Incentive Stock Options described in the table below are qualified under this prospectus:

Name of Optionee ⁽¹⁾	No. of Common Shares reserved under Option if minimum Offering is subscribed for	No. of Common Shares reserved under Option if maximum Offering is subscribed for	Exercise Price	Expiration Date
Rob Fia	54,600	92,000	\$0.20	10 years from the date of grant
Joseph Heng	121,800	207,000	\$0.20	10 years from the date of grant
Hongbo Liang	147,000	250,000	\$0.20	10 years from the date of grant
Bruce Reid	29,400	46,000	\$0.20	10 years from the date of grant
Gerri Greenham	67,200	115,000	\$0.20	10 years from the date of grant
Total	420,000	710,000		

Note:

- (1) All of the incentive stock options are to be granted to directors of the Corporation.

Stock Option Terms

The policies of the Exchange and the stock option plan of the Corporation established by the directors of the Corporation on ●, 2010 (the "Stock Option Plan"), provide that the board of directors of the Corporation may from time to time, in its discretion and in accordance with the Exchange requirements, grant to directors, officers and employees of the Corporation as well as Management Company Employees and Consultants (as such terms are defined in the Exchange's Corporate Finance Manual Policy 4.4 as amended from time to time), non-transferable options to purchase Common Shares, provided that the number of Common Shares reserved for issuance will not exceed 10% of the total issued and outstanding Common Shares of the Corporation, exercisable for a period of up to ten (10) years from the date of the grant. The number of Common Shares reserved for issuance to any individual director

or officer of the Corporation will not exceed 5% of the issued and outstanding Common Shares (2% in the case of all optionees providing investor relations services to the Corporation and 2% in the case of all technical consultants of the Corporation). The exercise price of any option granted pursuant to the Stock Option Plan shall be determined by the board of directors when granted, but shall not be less than the closing price of the Common Shares on the Exchange on the last business day prior to the day on which an option is granted. The options granted pursuant to the Stock Option Plan are non-assignable, except by means of a will or pursuant to the laws of descent and distribution.

If the tenure of a director or officer or the employment of an employee of the Corporation is terminated for cause, no option held by such optionee may be exercised following the date upon which termination occurred. If termination occurs for any reason other than cause, then any option held by such optionee, that has vested, shall be exercisable, in whole or in part, for a period not later than one (1) year thereafter or prior to the expiry date of the option, whichever is sooner, or such shorter period of time as may be determined by the directors when the option is granted. Notwithstanding the foregoing, the Incentive Stock Options to be granted upon completion of this Offering may be exercised from the later of (i) 12 months after Completion of the Qualifying Transaction, and (ii) 90 days following cessation of the optionee's position with the Corporation.

Any Common Shares acquired pursuant to the exercise of options prior to the Completion of the Qualifying Transaction, must be deposited in escrow and will be subject to escrow until the Final Exchange Bulletin is issued. See "Escrowed Securities".

PRIOR SALES

Since the date of incorporation of the Corporation, 1,000,000 Common Shares have been issued as follows:

Date Issued	Number of Common Shares ⁽¹⁾	Issue Price Per Common Share	Aggregate Issue Price	Nature of Consideration
June 16, 2010	1,100,000	\$0.10	\$110,000	Cash
September 28, 2010	1,000,000	\$0.10	\$100,000	Cash
	2,100,000		\$210,000	

Note:

(1) Subject to escrow. See "Escrowed Securities".

ESCROWED SECURITIES

Escrowed Securities Prior to the Completion of the Qualifying Transaction

All of the 2,100,000 Common Shares issued prior to this Offering at a price below \$0.20 per Common Share and all Common Shares that may be acquired by Non Arm's Length Parties of the Corporation either under this Offering or otherwise prior to Completion of the Qualifying Transaction will be deposited with Valiant Trust Company under an escrow agreement dated the ● day of ●, 2010 (the "Escrow Agreement").

All Common Shares acquired on exercise of Incentive Stock Options prior to Completion of the Qualifying Transaction, must also be deposited in escrow and will be subject to escrow until the Final Exchange Bulletin is issued.

In addition, all Common Shares of the Corporation acquired in the secondary market prior to Completion of the Qualifying Transaction by any Person or Company who becomes a Control Person are required to be deposited in escrow. Subject to certain exemptions permitted by the Exchange, all securities of the Corporation held by Principals of the Resulting Issuer, will also be escrowed.

The following table sets out, as of the date of this prospectus, the number of Common Shares of the Corporation held in escrow:

Name and Municipality of Residence of Shareholder	Common Shares	Number of Escrowed Shares	Percentage of Shares Issued Before Offering	Percentage of Shares Issued if Minimum Offering ⁽¹⁾	Percentage of Shares Issued if Maximum Offering ⁽¹⁾
Rob Fia Toronto, Ontario	200,000	200,000	9.52%	4.76%	2.82%
Joseph Heng Toronto, Ontario	450,000	450,000	21.43%	10.71%	6.34%
Hongbo Liang Toronto, Ontario	1,100,000	1,100,000	52.38%	26.19%	15.49%
Bruce Reid	100,000	100,000	4.76%	2.38%	1.41%

Toronto, Ontario					
Gerri Greenham Stouffville, Ontario	250,000	250,000	11.90%	5.95%	3.52%
Total	2,100,000	2,100,000	100%	49.99%	29.58%

Notes:

- (1) Assuming that no Common Shares are purchased by these shareholders under this Offering and before the exercise of the Agent's Option, and the Incentive Stock Options issued under the Stock Option Plan.

Where the Common Shares of the Corporation which are required to be held in escrow are held by a non-individual holding company (a "holding company"), each holding company pursuant to the Escrow Agreements, has agreed, or will agree, not to carry out any transactions during the currency of the Escrow Agreement which would result in a change in the beneficial ownership of the holding company without the consent of the Exchange. Any holding company must sign an undertaking to the Exchange that, to the extent reasonably possible, it will not permit or authorize any issuance of securities or transfer of securities that could reasonably result in a change of control of the holding company. In addition, the Exchange may require an undertaking from any Control Person of the holding company not to transfer the shares of that company.

Under the Escrow Agreements, 10% of the escrowed Common Shares will be released from escrow on the issuance of the Final Exchange Bulletin (the "Initial Release") and an additional 15% will be released on the dates 6 months, 12 months, 18 months, 24 months, 30 months and 36 months following the Initial Release.

If the Resulting Issuer meets the Exchange's Tier 1 initial listing requirements either at the time the Final Exchange Bulletin is issued or subsequently, the release of the escrowed Common Shares will be accelerated. An accelerated escrow release will not commence until the Resulting Issuer has made an application to the Exchange for listing as a Tier 1 issuer and the Exchange has issued a bulletin that announces the acceptance for listing of the Resulting Issuer on Tier 1 of the Exchange.

The Exchange's prior consent must be obtained before a transfer within escrow of escrowed Common Shares. Generally, the Exchange will only permit a transfer within escrow to be made to incoming Principals in connection with a proposed Qualifying Transaction.

If the Final Exchange Bulletin is not issued, the escrowed Common Shares will not be released. Under the Escrow Agreements each Non Arm's Length Party to the Corporation who holds escrowed Common Shares acquired at a price below the Offering price under this prospectus has irrevocably authorized and directed the Depositary to immediately cancel all of the escrowed Common Shares upon issuance by the Exchange of a bulletin delisting the Common Shares of the Corporation.

Escrowed Securities on Qualifying Transaction

Generally, if at least 75% of the securities issued pursuant to a Qualifying Transaction are "Value Securities", then all of the securities issued to Principals of the Resulting Issuer pursuant to the Qualifying Transaction will be deposited into escrow pursuant to a value security agreement (the "Value Security Escrow Agreement"). "Value Securities" are securities issued pursuant to a transaction, for which the deemed value of the securities at least equals the value ascribed to the assets, using a valuation method acceptable to the Exchange, or securities that are otherwise determined by the Exchange to be Value Securities and required to be placed in escrow under the Value Security Escrow Agreement. However, if at least 75% of the securities issued pursuant to the Qualifying Transaction are not Value Securities, all securities issued pursuant to the Qualifying Transaction will be deposited into a surplus security escrow agreement (a "Surplus Security Escrow Agreement").

The principal distinction between a Value Security Escrow Agreement and a Surplus Security Escrow Agreement is the time period for release of securities from escrow. In the case of a Resulting Issuer that will be a Tier 2 issuer when the Final Exchange Bulletin is issued, the Value Security Escrow Agreement provides for a three year escrow release mechanism with 10% of the escrowed securities being releasable at the time of the Final Exchange Bulletin, and 15% of the escrowed securities being releasable every 6 months thereafter until the date which is 36 months after the Final Exchange Bulletin. In the case of a Resulting Issuer that will be a Tier 2 issuer subject to a Surplus Security Escrow Agreement, when the Final Exchange Bulletin is issued, the Surplus Security Escrow Agreement provides for a 3 year escrow release mechanism with 5% of the escrowed securities releasable at the time of the Final Exchange bulletin, 5% on the date which is 6 months after the Final Exchange Bulletin, 10% on each of the dates which are 12 and 18 months after the Final Exchange Bulletin, 15% on each of the dates which are 24 and 30 months after the Final Exchange Bulletin and 40% on the date which is 36 months after the Final Exchange Bulletin.

In the case of a Resulting Issuer that will be a Tier 1 issuer when the Final Exchange Bulletin is issued, the Value Security Escrow Agreement provides for an 18 month escrow release mechanism with 25% of the escrowed securities being releasable at the time of the Final Exchange Bulletin, and 25% of the escrowed securities being releasable every 6 months thereafter. In the case of a Resulting Issuer that will be a Tier 1 issuer when the Final Exchange Bulletin is issued, the Surplus Security Escrow

Agreement provides for a three-year escrow release mechanism with 10% of the escrowed securities being releasable upon the issuance of the Final Exchange Bulletin, 20% on the date which is 6 months after the Final Exchange Bulletin, 30% on the date which is 12 months after the Final Exchange Bulletin and 40% on the date which is 18 months after the Final Exchange Bulletin.

Securities issued pursuant to a private placement to Principals of the Corporation and the proposed Resulting Issuer will generally be exempt from escrow requirements where:

- (a) the private placement is announced at least five trading days after the news release announcing the Agreement in Principle and the pricing for the financing is at not less than the discounted market price, as determined in accordance with the Policies of the Exchange; or
- (b) the private placement is announced concurrently with the Agreement in Principle and:
 - (i) at least 75% of the proceeds from the private placement are not from Principals of the Corporation or the proposed Resulting Issuer,
 - (ii) if subscribers, other than Principals of the Corporation or the proposed Resulting Issuer, will obtain securities subject to hold periods, then in addition to any resale restrictions under applicable securities legislation, any securities issued to such Principals will be subject to a four month hold period. and
 - (iii) none of the proceeds of the private placement are allocated to pay compensation or to settle indebtedness owing to Principals of the Resulting Issuer.

PRINCIPAL SHAREHOLDERS

The following table lists those Persons who beneficially own 10% or more of the issued and outstanding Common Shares of the Corporation as at the date hereof:

Name and Municipality of Residence of the Shareholder	Type of Ownership	Number of Common Shares	Percentage of Common Shares Owned				
			Before Offering	After Minimum Offering ⁽¹⁾	After Minimum Offering (fully diluted) ⁽²⁾	After Maximum Offering ⁽¹⁾	After Maximum Offering (fully diluted) ⁽²⁾
Joseph Heng Toronto, Ontario	Registered and Beneficial	450,000	21.43%	10.71%	11.84%	6.34%	7.91%
Hongbo Liang Toronto, Ontario	Registered and Beneficial	1,100,000	52.38%	26.19%	25.82%	15.49%	16.25%
Gerri Greenham Stouffville, Ontario	Beneficial ⁽³⁾	250,000	11.90%	5.95%	6.57%	3.52%	4.39%
TOTAL		1,800,000	85.71%	42.85%	44.23%	25.35%	28.55%

Notes:

- (1) Assuming that no Common Shares are purchased by such shareholders under this Offering and before the exercise of any stock options.
- (2) Assuming that no Common Shares are purchased by such shareholders under this Offering and in the event that the Agent's Option and the Incentive Stock Options are exercised. See "Options to Purchase Securities".
- (3) Registered in the name of Mr. Greenham's registered retirement savings plan account.

DIRECTORS, OFFICERS AND PROMOTERS

Name, Address, Occupation and Security Holding

The following are the names and municipalities of residence of the directors and officers of the Corporation, their positions and offices with the Corporation and their principal occupations during the last five years:

Name and Age	Municipality of Residence	Office Held with the Corporation	Principal Occupation	Number of Common Shares Held Before Offering	Percentage of Common Shares Owned Before Offering
Rob Fia (40)	Toronto,	CEO and	Co-Head Corporate Finance	200,000	9.52%

	Ontario	Director	at Kingsdale Capital Market Inc.		
Joseph Heng (64) ⁽¹⁾	Toronto, Ontario	CFO and Director	Chartered Accountant	450,000	21.43%
Hongbo Liang (43)	Toronto, Ontario	Corporate Secretary and Director	Homemaker	1,100,000	52.38%
Bruce Reid (55) ⁽¹⁾	Toronto, Ontario	Director	Personal Investor	100,000	4.76%
Gerri Greenham (59) ⁽¹⁾	Stouffville, Ontario	Director	President and CEO of Solarvest BioEnergy Inc.	50,000	5.95%

Notes:

- (1) Member of Audit Committee.
(2) The term of office of each of the directors of the Corporation will expire at the next annual meeting of shareholders of the Corporation.

The following are brief resumes of the five foregoing individuals:

Rob Fia

Mr. Fia holds a B.Comm (Honours) from the Asper School of Business and is a Chartered Financial Analyst granted to him by the CFA Institute in Virginia, United States. Mr. Fia has been the Co-Head Corporate Finance at Kingsdale Capital Market Inc. (an IIROC member firm) since 2004. From 1999 to 2002 he was a technology hardware analyst at Harris Partners and from 2002 to 2004 he managed Ensign Capital Inc. (a Limited Market Dealer). He is currently a director of The Jenex Corporation (JEN:TSXV).

Joseph Heng

Mr. Heng holds a B.Sc from the University of Malaya and has been a Chartered Accountant since 1973. Mr. Heng has been a self employed Chartered Accountant since 1990. He is and has been an officer and director of several companies listed on the Exchange.

Hongbo Liang

Ms. Liang holds a Bachelor of Arts degree from the Beijing Teachers University. Ms. Liang has been a homemaker since September 1999 and has been volunteering at Eastview Neighbourhood Community Centre of Toronto. From 1997 to 1999 she was an Executive Assistant at Acoustic Technology International Inc. in Richmond Hill, Ontario.

Bruce Reid

Mr. Reid holds a B.Comm. from the University of Windsor and a B.Sc from the University of Toronto. Mr. Reid is currently a personal investor and he has been a director of Fletcher Nickel Inc. since 2007. From 2006 to 2008 he was the Chief Executive Officer of U.S. Silver Corporation, from 2004 to 2006 he was the Vice-President (Investment Banking) at Research Capital Corporation (now known as Mackie Research Capital Corporation) and from 2002 to 2004 he was the Vice-President (Corporate Development) at Patricia Mining Corp.

Gerri Greenham

Mr. Greenham is currently the President, Chief Executive Officer and a director of Solarvest BioEnergy Inc. (SVS:TSXV). Since 2008 Mr. Greenham has been a director of Functional Technologies Corp. (FEB:TSXV) and from 2003 to 2006 he was a director of TIO Networks Corp. (TNC:TSXV).

The directors and officers of the Corporation will devote the time required to achieve the goals of the Corporation, being the identification and completion of a Qualifying Transaction. Time actually spent may vary according to the needs of the Corporation.

In addition to any other requirements of the Exchange, the Exchange expects management of the Corporation to meet a high management standard. The directors and officers of the Corporation believe that, on a collective basis, management possesses the appropriate experience, qualifications and history to be capable of identifying, investigating and acquiring a Significant Asset.

As a group, the directors and officers of the Corporation beneficially own, directly or indirectly, or exercise control or direction over 2,100,000 Common Shares, representing 100% of the issued and outstanding Common Shares of the Corporation before the Offering, 50% after giving effect to the minimum Offering or 29.58% after giving effect to the maximum Offering, assuming that no Common Shares are purchased by such shareholders under this Offering or pursuant to Incentive Stock Options and no Common Shares are purchased pursuant to the Agent's Option.

The directors, as a group, shall be entitled to a total of 420,000 Common Share purchase options in the case of the minimum Offering and 710,000 in the case of the maximum Offering. See "Options to Purchase Securities".

Experience with Other Reporting Issuers

The following table sets out the directors, officers and promoters of the Corporation that are, or have been within the last five years, directors, officers or promoters of other issuers that are or were reporting issuers in any Canadian jurisdiction:

Name	Name of Reporting Issuer	Name of Exchange or Market (if applicable)	Position	From	To
Rob Fia	The Jenex Corporation	TSX Venture Exchange	Director	Sept 2009	Current
Joseph Heng	MacDonald Mines Exploration Ltd.	TSX Venture Exchange	Director	May 2004	Oct 2007
	Red Pine Exploration Inc.	TSX Venture Exchange	Director	Dec 2004	Current
	Energizer Resources Inc. (formerly Uranium Star Corp.)	TSX Venture Exchange	Corporate Secretary	Aug 2009	Current
	Solarvest BioEnergy Inc.	TSX Venture Exchange	CFO	Mar 2010	Current
	Canadian Orebodies Inc.	TSX Venture Exchange	CFO	Jul 2010	Current
Bruce Reid	Fletcher Nickel Inc.	N/A	Director	Aug 2007	Current
	Sutter Gold Mining Inc.	TSX Venture Exchange	Director	Jun 2007	Apr 2009
	Patricia Mining Corp. ⁽¹⁾	TSX Venture Exchange ⁽¹⁾	Director	Nov 2002	Dec 2008
Gerri Greenham	Solarvest BioEnergy Inc.	TSX Venture Exchange	Director, President & CEO	Nov 2005	Current
	Functional Technologies Corp.	TSX Venture Exchange	Director	Mar 2008	Current
	TIO Networks Corp. (formerly Info Touch Technologies Corp.)	TSX Venture Exchange	Director	May 2003	Jan 2006

Notes:

- (1) On December 16, 2008, Patricia Mining Corp. completed a plan of arrangement involving its securityholders and Richmond Mines Inc. As a result of the plan of arrangement, Richmond Mines Inc. owned all of the issued and outstanding securities of the Patricia Mining Corp. Accordingly, Patricia Mining Corp. applied to cease to be a reporting issuer in all jurisdictions where it was a reporting issuer and was delisted from the Exchange.

Corporate Cease Trade Orders or Bankruptcies

During the past ten years, none of the directors, officers and promoters of the Corporation was a director, officer or promoter of any other issuer that was, during his tenure, the subject of a cease trade order or similar order or an order that denied that issuer access to any statutory exemptions for a period of more than 30 consecutive days, or was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that Person.

Penalties or Sanctions

None of the directors, officers and promoters of the Corporation has been subject to any penalties or sanctions imposed by a court or securities regulatory authorities relating to trading in securities, promotion or management of a publicly traded issuer, or has entered into a settlement agreement with a securities regulatory authority.

None of the directors, officers and promoters of the Corporation has been subject to any penalties or sanctions imposed by a court or regulatory body or self-regulatory authority that would be likely to be considered important to a reasonable investor making an investment decision.

Personal Bankruptcies

None of the directors, officers and promoters of the Corporation has, during the past ten years, been declared bankrupt, made a voluntary assignment in bankruptcy, made a proposal under bankruptcy or insolvency legislation or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold their assets.

Conflicts of Interest

There are potential conflicts of interest to which some or all of the directors, officers, insiders and promoters of the Corporation will be subject in connection with the operations of the Corporation. Some or all of the directors, officers, insiders and promoters have been and will continue to be engaged in activities on their own behalf and on behalf of other corporations, and situations may arise where the directors and officers will be in direct competition with the Corporation's efforts to identify and evaluate assets or businesses for acquisition with a view to completing a Qualifying Transaction. Conflicts, if any, will be subject to the procedures and remedies prescribed by the *Business Corporations Act* (Ontario), the Exchange, and applicable securities laws, regulations and policies.

Promoter

Rob Fia may be considered to be the promoter of the Corporation in that he took the initiative in founding and organizing the Corporation. Mr. Fia will not receive any compensation in his capacity as the promoter of the Corporation. See also "Prior Sales", "Principal Shareholders" and "Directors, Officers and Promoters".

EXECUTIVE COMPENSATION

Remuneration

Except as set out below or otherwise permitted by the CPC Policy and disclosed in this prospectus, prior to Completion of a Qualifying Transaction, no payment of any kind has been made, or will be made, directly or indirectly, by the Corporation to a Non Arm's Length Party or a Non Arm's Length Party to the Qualifying Transaction, or to any Person engaged in investor relations activities in respect of the securities of the Corporation or any Resulting Issuer by any means, including:

- (a) remuneration, which includes but is not limited to:
 - (i) salaries;
 - (ii) consulting fees;
 - (iii) management contract fees or directors' fees;
 - (iv) finders' fees;
 - (v) loans, advances, bonuses; and
- (b) deposits and similar payments.

However, the Corporation may reimburse Non Arm's Length Parties for the Corporation's reasonable allocation of rent, secretarial services and other general administrative expenses, at fair market value ("Permitted Reimbursements"). No reimbursement may be made for any payment made to lease or buy a vehicle.

The Corporation has reserved an aggregate of up to 420,000 Common Shares in the event the minimum Offering is subscribed for and 710,000 Common Shares in the event the maximum Offering is subscribed for pursuant to Incentive Stock Options to be granted to directors and officers of the Corporation. All of the Incentive Stock Options have an exercise price of \$0.20 per Common Share. See "Options to Purchase Securities".

Following Completion of the Qualifying Transaction, it is anticipated that the Corporation shall pay compensation to its directors and officers. However, no payment other than the Permitted Reimbursements will be made by the Corporation or by any party on behalf of the Corporation after Completion of the Qualifying Transaction if the payment relates to services rendered or obligations incurred or in connection with the Qualifying Transaction.

DILUTION

Purchasers of the Common Shares offered hereunder will suffer an immediate dilution of 25.00% or \$0.05 per Common Share if the minimum Offering is subscribed for and a dilution of 34.24% or \$0.068 per Common Share if the maximum Offering is subscribed for, on the basis of there being 4,200,000 Common Shares of the Corporation issued and outstanding in the event the minimum Offering is subscribed for and 7,100,000 Common Shares of the Corporation issued and outstanding in the event the maximum Offering is subscribed for following completion of this Offering. Dilution has been computed on the basis of total gross proceeds to be raised under this prospectus and from sales of securities prior to filing this prospectus, without deduction of commissions or related expenses incurred by the Corporation.

RISK FACTORS

The following is a list of risk factors that a prospective investor should consider before subscribing for Common Shares, which list is not exhaustive:

Investing in the Common Shares involves risk. Prospective investors should carefully consider the risks described below, together with all of the other information included in this prospectus before making an investment decision. If any of the following risks actually occurs, the business, financial condition or results of operations of the Corporation could be harmed. In such an event, the trading price of the Common Shares could decline and prospective investors may lose part or all of their investment.

No Operating History

This Offering should be considered highly speculative due to the proposed nature of the Corporation's business, its present stage of development and the fact that it has not carried out any activities since its incorporation. The Corporation does not own any assets, other than cash and other assets disclosed in the financial statements included in this prospectus and does not own any property or businesses. The Corporation has neither a history of earnings nor has it paid any dividends and it is unlikely to produce earnings or pay dividends in the immediate or foreseeable future. Until completion of a Qualifying Transaction, the Corporation is not permitted to carry on any business other than the identification and evaluation of potential Qualifying Transactions. The Corporation has only limited funds with which to identify and evaluate potential Qualifying Transactions and there can be no assurance that the Corporation will be able to identify a suitable Qualifying Transaction. Even if a proposed Qualifying Transaction is identified, there can be no assurance that the Corporation will be able to successfully complete the transaction.

No Market

There is currently no market through which the Common Shares of the Corporation will be sold and there is no assurance that an active and liquid market for the Corporation's Common Shares will develop. Investors may not be able to resell the Corporation's Common Shares acquired under this prospectus.

Possible Trading Suspension or Delisting

The Exchange may suspend from trading or delist the securities of the Corporation where the Corporation has failed to complete a Qualifying Transaction within the 24 months of the date of listing or if the Corporation fails to meet initial listing requirements of the Exchange upon completion of the Qualifying Transaction. Suspension from trading of the Common Shares may, and delisting of the Common Shares will, result in the regulatory securities authorities issuing an interim cease trade order against the Corporation. In addition, delisting of the Common Shares will result in the cancellation of all of the currently issued and outstanding Common Shares of the Corporation held by Insiders. Trading in the Common Shares of the Corporation may be halted at other times for other reasons, including for failure by the Corporation to submit documents to the Exchange in the time periods required.

Halt of Trading

Upon public announcement of a potential Qualifying Transaction, trading in the Common Shares of the Corporation will be halted and will remain halted for an indefinite period of time, typically until a Sponsor has been retained and certain preliminary reviews have been conducted. The Common Shares of the Corporation will be reinstated to trading before the Exchange has reviewed the transaction and before the Sponsor has completed its full review. Reinstatement to trading provides no assurances with respect to the merits of the transaction or the likelihood of the Corporation completing the potential Qualifying Transaction. Neither the Exchange nor any securities regulatory authority passes upon the merits of the potential Qualifying Transaction.

Exchange May Not Approve a Qualifying Transaction

Completion of a Qualifying Transaction is subject to a number of conditions including acceptance by the Exchange and in the case of a Non Arm's Length Qualifying Transaction, Majority of the Minority Approval.

Notwithstanding that a transaction may meet the definition of a Qualifying Transaction, the Exchange may not approve a Qualifying Transaction:

- (a) if the Corporation fails to meet the initial listing requirements prescribed by Policy 2.1 of the Exchange upon Completion of the Qualifying Transaction;

- (b) if, following Completion of the Qualifying Transaction, the Corporation will be a finance company or a mutual fund as defined under applicable securities laws;
- (c) the consideration proposed to be paid by the Corporation in connection with the Qualifying Transaction is not acceptable to the Exchange; or
- (d) for any other reason at the sole discretion of the Exchange.

Approval by the Majority of the Minority

Where Majority of the Minority Approval is required, unless the shareholder has the right to dissent and be paid fair value in accordance with the applicable corporate or other law, a shareholder who votes against a proposed Non Arm's Length Qualifying Transaction for which Majority of the Minority Approval by shareholders has been given, will have no rights of dissent and no entitlement to payment by the Corporation of fair value for the Common Shares.

Dilution

Shareholders acquiring Common Shares under this Offering will experience an immediate dilution of 25.00% or \$0.05 per Common Share if the minimum Offering is subscribed for and 34.24% or \$0.068 per Common Share if the maximum Offering is subscribed for based on gross proceeds of this Offering and prior issue by the Corporation, without taking account of deductions such as selling commissions or related expenses of issue.

If the Corporation issues treasury shares to finance acquisition or participation opportunities, control of the Corporation may change and subscribers may suffer dilution of their investment.

Directors and Officers

The directors and officers of the Corporation currently own 100% of the issued and outstanding Common Shares and will own 50% of the issued and outstanding Common Shares if the minimum Offering is subscribed for and 29.58% of the issued and outstanding Common Shares if the maximum Offering is subscribed for.

The directors and officers of the Corporation will not be devoting all of their time to the affairs of the Corporation but will be devoting such time as required to effectively manage the Corporation. Some of the directors and officers of the Corporation are engaged and will continue to be engaged in the search for assets or businesses on their own behalf or on behalf of others such that conflicts may arise from time to time. As a consequence of such conflicts, the Corporation may be exposed to liability and its ability to achieve its business objectives may be impaired. See "Conflicts of Interest".

Reliance on Management

The Corporation is relying solely on the past business success of its directors and officers to identify a Qualifying Transaction of merit. The success of the Corporation is dependent upon the efforts and abilities of its directors and officers. The loss of any of its directors or officers could have a material adverse effect upon the business and prospects of the Corporation.

Foreign Acquisition

In the event the Corporation identifies a foreign business as a proposed Qualifying Transaction, investors may find it difficult or impossible to effect service or notice to commence legal proceedings upon any management resident outside of Canada or upon the foreign business and may find it difficult or impossible to enforce against such persons, judgments obtained in Canadian courts.

Loans or Advances

Subject to prior acceptance from the Exchange, the Corporation may be permitted to loan or advance up to an aggregate of \$250,000 of its proceeds to a target business without requiring shareholder approval and there can be no assurance that the Corporation will be able to recover the loan or advance.

As a result of these factors which are not exhaustive, this Offering is only suitable for investors who are willing to rely solely on management of the Corporation and who can afford to lose their entire investment. Those investors who are not prepared to do so should not invest in the Common Shares.

LEGAL PROCEEDINGS

The Corporation is not aware of any legal proceedings in which it is involved and any such proceedings are not known by the Corporation to be contemplated.

RELATIONSHIP BETWEEN CORPORATION AND PROFESSIONAL PERSONS

Certain legal matters relating to this Offering will be passed upon by Garfinkle, Biderman LLP on behalf of the Corporation. As of the date hereof, the partners and associates of Garfinkle, Biderman LLP do not own, directly or indirectly, any of the securities of the Corporation but may subscribe for Common Shares pursuant to the Offering.

Palmer Reed, Chartered Accounts, of Toronto, Ontario is the auditor of the Corporation. Palmer Reed has informed the Corporation that it is independent with respect to the Corporation within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario.

AUDITORS, TRANSFER AGENT AND REGISTRAR

The auditors of the Corporation are Palmer Reed, Chartered Accountants, located at 439 University Avenue, Suite 1550, Toronto, Ontario, M5G 1Y8.

The transfer agent and registrar of the Corporation is Valiant Trust Company, at its principal offices in Toronto, Ontario.

MATERIAL CONTRACTS

The Corporation has not entered into any material contracts and will not enter into any material contracts prior to the closing of this Offering, other than:

- (a) Transfer Agent, Registrar and Disbursing Agent Agreement dated the ● day of ●, 2010, between the Corporation and Valiant Trust Company;
- (b) Escrow Agreement dated the ● day of ●, 2010, between the Corporation, Valiant Trust Company and those shareholders that executed such Escrow Agreement (see "Escrow Securities"); and
- (c) Agency Agreement dated the ● day of ●, 2010, between the Corporation and the Agent.

Copies of the foregoing agreements will be available for inspection while the securities offered by this prospectus are in the course of distribution and for a period of 30 days thereafter at the offices of Garfinkle, Biderman LLP, Dundee Place, 1 Adelaide Street East, Suite 801, Toronto, Ontario, M5C 2V9, counsel to the Corporation, during ordinary business hours, and may be viewed on SEDAR at www.sedar.com.

OTHER MATERIAL FACTS

There is no other material fact relating to this Offering which has not been otherwise disclosed hereunder. This prospectus contains full, true and plain disclosure of all material facts relating to the securities being distributed.

PURCHASERS' STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal adviser.

PALMER REED
CHARTERED ACCOUNTANTS

439 University Avenue, Suite 1550, Toronto, Ontario M5G 1Y8
Telephone: (416) 599-9186 Fax: (416) 599-9189 Email: Palmerreed@palmerreed.com

AUDITORS' CONSENT

We have read the Prospectus dated *, 2010 relating to the sale and issue of a minimum of 2,100,000 common shares and a maximum of 5,000,000 common shares of MCM Capital One Inc. (the "Corporation"). We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the use in the above-mentioned prospectus of our report to the shareholders of the Corporation on the balance sheet of the Corporation as at June 30, 2010, and the statements of operations, comprehensive loss and deficit and cash flows for the period then ended. Our report is dated July 14, 2010.

Toronto, Canada

*, 2010

Chartered Accountants
Licensed Public Accountants

PALMER REED
CHARTERED ACCOUNTANTS

439 University Avenue, Suite 1550, Toronto, Ontario M5G 1Y8
Telephone: (416) 599-9186 Fax: (416) 599-9189 Email: Palmerreed@palmerreed.com

AUDITORS' REPORT

**To the Shareholders of
MCM Capital One Inc.**

We have audited the balance sheet of MCM Capital One Inc. as at June 30, 2010 and the statements of loss and deficit and cash flows for the period then ended. These financial statements are the responsibility of the company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the company as at June 30, 2010 and the results of its operations and cash flows for the period then ended in accordance with Canadian generally accepted accounting principles.

TORONTO, CANADA
July 14, 2010

Palmer Reed
Chartered Accountants
Licensed Public Accountants

MCM CAPITAL ONE INC.

BALANCE SHEET

AS AT JUNE 30, 2010

ASSETS

Current

Cash & cash equivalents \$ 110,000

Total current assets **\$ 110,000**

LIABILITIES

Current

Accounts payable & accrued liabilities \$ 9,135

Total current liabilities **\$ 9,135**

SHAREHOLDERS' EQUITY

Share capital (Note 5) \$ 110,000

Deficit – per attached (9,135)

\$ 100,865

\$ 110,000

The attached notes form an integral part of these financial statements.

Approved: (s) "Rob Fia" _____ Approved (s) "Hongbo Liang" _____

MCM CAPITAL ONE INC.

STATEMENT OF OPERATIONS, COMPREHENSIVE LOSS AND DEFICIT

FOR THE PERIOD ENDED JUNE 30, 2010

Revenue	\$ <u> -</u>
Expenses	
Professional fees	\$ <u> 9,135</u>
Net loss & comprehensive loss for the period	\$ (9,135)
Deficit – opening	<u> -</u>
Deficit – closing	<u> \$ (9,135)</u>

MCM CAPITAL ONE INC.

STATEMENT OF CASH FLOWS

FOR THE PERIOD ENDED JUNE 30, 2010

Cash Flow from Operating Activities

Net loss for the period	\$ (9,135)
Increase in accounts payable & accrued liabilities	<u>9,135</u>

Cash flow generated by Operating activities

\$ -

Cash Flow from Financing Activities

Common shares issued for cash	<u>\$ 110,000</u>
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Cash flow generated by Financing activities

\$ 110,000

Net increase in cash

\$ 110,000

Cash & cash equivalents - opening

-

Cash & cash equivalents - closing

\$ 110,000

MCM CAPITAL ONE INC.

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2010

1. Nature of Operations

MCM Capital One Inc. (the Company) was incorporated on April 28, 2010 as a capital pool company as defined by the TSX Venture Exchange. Its principal business is the identification and evaluation of assets or businesses with a view to acquiring significant assets by way of purchase, amalgamation, merger or arrangement with another company. The Company has not commenced commercial operations and has no assets other than a minimum amount of cash.

2. Summary of Significant Accounting Policies

The accounting policies of the Company are in accordance with Canadian generally accepted accounting principles. Outlined below are those policies considered particularly significant:

a) **Use of Estimates**

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

b) **Cash & cash equivalents**

Cash & cash equivalents include cash on hand, bank balances, short-term liquid investments with original maturities of three months or less and funds held in trust for the Company by the Company's lawyers.

MCM CAPITAL ONE INC.

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2010

c) **Income Taxes**

The Company uses the asset and liability method of accounting for future income taxes. Under the asset and liability method, future income tax assets and liabilities are determined based on the temporary differences (difference between the accounting basis and the tax basis of the assets and liabilities), and are measured using the currently enacted, or substantively enacted, tax rates and laws expected to apply when these differences reverse. A valuation allowance is recorded against any future income tax asset if it is more likely than not that the asset will not be realized. Income tax expense or benefit is the sum of the Company's provision for current income taxes and the difference between the opening and ending balances of the future income tax assets and liabilities.

d) **Financial Instruments – Recognition and Measurement**

All financial instruments are required to be measured at fair value on initial recognition, except for certain related party transactions. Measurement in subsequent periods depends on whether the financial instrument has been classified as held-for-trading, available-for-sale, held-to-maturity, loans and receivables, or other liabilities.

- Financial assets and liabilities classified as held-for-trading are required to be measured at fair value, with changes in fair value recognized in net earnings.
- Financial assets and liabilities classified as held-to-maturity, loans and receivables and financial liabilities (other than those held-for-trading) are required to be measured at amortized cost using the effective interest method of amortization.
- Available-for-sale financial assets are required to be measured at fair value, with unrealized gains and losses recognized in Other Comprehensive income/loss. Investments in equity instruments classified as available-for-sale that do not have a quoted market price in an active market should be measured at cost.

MCM CAPITAL ONE INC.

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2010

Fair value measurement of financial assets and liabilities recognized on the balance sheet are categorized into levels within a fair value hierarchy based on the nature of valuation inputs. The three levels of the fair value hierarchy are:

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities;

Level 2 - Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly; and

Level 3 - Inputs that are not based on observable market data.

3. Changes in Accounting Policies

Effective April 28, 2010, the Company adopted the following guidance of the Canadian Institute of Chartered Accountants' Handbook ("CICA") Handbook.

CICA Handbook Sections 3862, "Financial Instruments - Disclosures", and CICA Handbook Section 3863, "Financial Instruments -Presentation", replaces CICA Handbook Section 3861, "Financial Instruments - Disclosure and Presentation". During 2009, CICA Handbook Section 3862, Financial Instruments - Disclosures ("Section 3862"), was amended to require disclosures about the inputs to fair value measurements, including their classification within a hierarchy that prioritizes the inputs to fair value measurements.

Section 3863 establishes standards for presentation of financial instruments and non-financial derivatives and provides guidance for the classification of related interest, dividends, losses and gains, and circumstances in which financial assets and financial liabilities are offset.

Future accounting changes

Business Combinations/Consolidated Financial Statements/Non-Controlling Interest

In January 2009, the CICA adopted sections 1582, "Business Combinations", 1601, "Consolidated Financial Statements" and 1602, "Non-Controlling Interest" which superseded current sections 1581, "Business Combinations" and 1600, "Consolidated Financial Statements". These sections will be applied prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after January 1, 2011. Earlier adoption is permitted. If an entity applies these sections before January 1, 2011, it is required to disclose that fact and apply each of the new sections concurrently. These new sections were created to converge Canadian GAAP to International Financial Reporting Standards.

MCM CAPITAL ONE INC.

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2010

Goodwill and Intangible Assets - Section 3064

In February 2008, the Canadian Institute of Chartered Accountants ("CICA") issued Section 3064 "Goodwill and Intangible Assets" which replaces "Goodwill and Other Intangible Assets." This new standard provides guidance on the recognition, measurement, presentation and disclosure of goodwill and intangible assets. It ensures that intangible assets meet the definition of an asset, and eliminates the "matching" principle, whereby certain costs were being deferred and expensed to match with revenue earned. Concurrent with the introduction of this standard, the CICA withdrew EIC 27, Revenues and Expenses during the pre-operating period.

4. Capital Management

The Company's primary objectives in managing its capital consists of safeguarding its ability to continue as a going concern, sourcing sufficient capital to develop its principal business objectives and maintaining corporate and administrative functions necessary to support operations activities.

The Company manages its capital structure to allow for sufficient funding for operational activities. Funds are secured through equity capital raised via private placements and accredited investors.

The Company, if applicable, invests all short term surplus operational capital into short-term, liquid and highly-rated financial instruments which are held at a major Canadian chartered bank.

5. Share Capital

Authorized

Unlimited common shares

Issued and Fully Paid

1,100,000 common shares

\$ 110,000

During the year, the company issued 1,100,000 common shares for total proceeds of \$110,000.

MCM CAPITAL ONE INC.

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2010

6. Financial Instruments and Financial Risk Factors

Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from the financial instruments. The fair value of the financial instruments approximates their carrying values, unless otherwise noted. The Company's financial instruments consist of cash & cash equivalents and accounts payable & accrued liabilities. The Company is not party to any derivative instruments.

The Company has adopted the following classification:

- Cash & cash equivalents is classified as "Financial Assets Held for Trading".
- Accounts payable & accrued liabilities are classified as "Other Financial Liabilities", which are measured at amortized cost.

Interest Rate Risk

Interest rate risk is the risk that the future cash flows of a financial instrument will fluctuate because of changes in the market interest rates.

Cash & cash equivalents and accounts payable & accrued liabilities are non-interest bearing.

Fair Value

Fair value estimates are made at the balance sheet date, based on relevant market information and other information about financial instruments. As at June 30, 2010, all financial instruments (cash & cash equivalents and accounts payable & accrued liabilities) have fair values which approximate their carrying values.

MCM CAPITAL ONE INC.

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2010

7. Income Taxes

The Future income tax balance is summarized as follows:

Loss before income taxes	<u>\$ (9,135)</u>
Combined federal and provincial income tax at 16.5%	\$ (1,507)
Valuation allowance	<u>1,507</u>
Future income taxes	<u><u>\$ -</u></u>

In assessing the realizability of future tax assets, management considers whether it is more likely than not that some portion or all of the future tax assets will not be realized. The ultimate realization of future tax assets is dependent upon the generation of future taxable income during the periods in which these temporary differences become deductible. Management projected future income and tax planning strategies in making this assessment.

The company has incurred a non-capital loss for income tax purposes amounting to \$9,135 which will expire, if unused, on June 30, 2030.

8. Subsequent Events and Commitments

Engagement Letter

Pursuant to an engagement letter dated July 6, 2010 between the Company and Union Securities Ltd. (the "Agent"), the Company will offer a minimum of 2,100,000 common shares and a maximum of 5,000,000 common shares in the capital of the Company at \$0.20 per share by way of initial public offering pursuant to a prospectus to be filed with the Exchange and the securities commissions in British Columbia, Alberta, Saskatchewan and Ontario (the "Offering"). In consideration of services to be performed by the Agent, the Company has agreed to pay to the Agent a cash commission of 10% of the offering price per share sold, and a corporate finance fee of \$25,000. In addition, the Agent will be granted a non-transferable option entitling the Agent to purchase the equivalent of 10% of the aggregate number of common shares sold pursuant to the Offering, at a price of \$0.20 per common share, exercisable for a period of 24 months from the date of listing of the common shares on the Exchange.

CERTIFICATE OF THE CORPORATION

Date: September 30, 2010

This prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of British Columbia, Alberta, Saskatchewan and Ontario.

(signed) Rob Fia
Chief Executive Officer

(signed) Joseph Heng
Chief Financial Officer

ON BEHALF OF THE BOARD OF DIRECTORS

(signed) Hongbo Liang
Director

(signed) Bruce Reid
Director

CERTIFICATE OF THE PROMOTER

Date: September 30, 2010

This prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of British Columbia, Alberta, Saskatchewan and Ontario.

(signed) Rob Fia
Rob Fia

CERTIFICATE OF THE AGENT

Date: September 30, 2010

To the best of our knowledge, information and belief, this prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of British Columbia, Alberta, Saskatchewan and Ontario.

UNION SECURITIES LTD.

Per: (signed) Jovan Stupar
Managing Director, Investment Banking