

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported) **January 30, 2014**

MIDWEST ENERGY EMISSIONS CORP.

(Exact name of registrant as specified in its charter)

Commission file number **000-33067**

Delaware

(State or other jurisdiction of incorporation)

87-0398271

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

500 West Wilson Bridge Road, Suite 140

Worthington, Ohio

(Address of principal executive offices)

43085

(Zip Code)

Registrant's telephone number, including area code: **(614) 505-6115**

Not applicable

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 30, 2014, the Board of Directors of Midwest Energy Emissions Corp. (the “Company”) granted nonqualified stock options to the following persons to acquire an aggregate of 1,140,000 shares of the Company’s common stock under the Company’s 2014 Equity Incentive Plan (the “Equity Plan”). The options granted are exercisable at \$1.20 per share, representing the fair market value of the common stock as of the date of grant as determined under the Equity Plan. The options are fully vested and exercisable as of the date of grant and will expire five years thereafter.

<u>Name of Optionee</u>	<u>Total Number of Shares Subject to Options</u>	<u>Exercise Price Per Share</u>	<u>Expiration Date</u>
R. Alan Kelley, President and Chief Executive Officer	500,000	\$ 1.20	January 30, 2019
Johnny F. Norris, Jr., Chairman of the Board	150,000	\$ 1.20	January 30, 2019
Marcus A. Sylvester, Vice President of Sales	250,000	\$ 1.20	January 30, 2019
Richard H. Gross, Vice President and Chief Financial Officer	100,000	\$ 1.20	January 30, 2019
Jay Rifkin, Director	105,000	\$ 1.20	January 30, 2019
Christopher Greenberg, Director	35,000	\$ 1.20	January 30, 2019

A copy of the form of the Option Award Agreement is attached as an exhibit to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1*	Form of Option Award Agreement

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Midwest Energy Emissions Corp.

Date: February 5, 2014

By: /s/ Richard H. Gross

Richard H. Gross
Chief Financial Officer

MIDWEST ENERGY EMISSIONS CORP.

OPTION AWARD AGREEMENT

UNDER THE 2014 EQUITY INCENTIVE PLAN

AGREEMENT by and between **MIDWEST ENERGY EMISSIONS CORP.**, a Delaware corporation (the “Company”) and **[NAME OF PARTICIPANT]** (the “Participant”), dated as of **[INSERT DATE]** (the “Date of Grant”).

WHEREAS, the Company maintains the Midwest Energy Emissions Corp. 2014 Equity Incentive Plan (the “Plan”) (capitalized terms used but not defined herein shall have the respective meanings ascribed thereto by the Plan);

WHEREAS, the Participant is [an officer of] [an employee of] [a Non-Employee Director of] [a consultant to] the Company [or its Subsidiaries]; and

WHEREAS, the [Committee] [Board] has determined that it is in the best interests of the Company and its shareholders to grant a Stock Option to the Participant subject to the terms and conditions set forth below.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Grant of Stock Option.

The Company hereby grants the Participant an option (the “Option”) to purchase _____ shares of Common Stock, subject to the following terms and conditions and subject to the provisions of the Plan. The Plan is hereby incorporated herein by reference as though set forth herein in its entirety.

The Option is hereby designated as [an Incentive Stock Option] [a Nonqualified Stock Option]. [Notwithstanding the foregoing, the Option shall be treated as a Nonqualified Stock Option to the extent that certain requirements applicable to “incentive stock options” under the Code shall not be satisfied.]

2. Exercise Price.

The exercise price per share of Common Stock shall be \$____.

3. Exercisability.

[The Option shall vest immediately and be fully exercisable on the Date of Grant.]

[Subject to 5 below, the Option, to the extent that there has been no termination of the Participant’s [employment] [Service] and the Option has not otherwise expired or been forfeited, shall first become exercisable [insert schedule].]

4. Exercisability Upon and After Termination of Participant.

If the Participant has a termination of Service with the Company or one of its Subsidiaries for any reason (including without limitation a termination that may be deemed to have occurred under the terms of the Plan), the Option shall terminate on the earlier of (i) the time specified in paragraph 5 below or (ii) the expiration of (A) 12 months if Service ceased due to death or Disability, (B) 36 months if Service ceased due to Retirement, or (C) 90 days if Service ceased as a result of a termination by the Company without Cause or if Service ceased for any other reason; provided that, in the event of a termination of Service for Cause, such Participant's right to any further payments, vesting or exercisability with respect to the Option shall be forfeited in its entirety.

[Notwithstanding the foregoing, in the event the Option is hereby designated as an Incentive Stock Option, the Option may be exercised not later than 3 months following termination of employment of the Participant with the Company and all subsidiary corporations, or not later than one year following a permanent and total disability within the meaning of Section 22(e)(3) of the Code in order for the Option to be treated as an Incentive Stock Option.]

5. Term.

Unless earlier forfeited, the Option shall, notwithstanding any other provision of this Agreement, expire in its entirety upon the [fifth] [tenth] anniversary of the date hereof. The Option shall also expire and be forfeited at such earlier times and in such circumstances as otherwise provided hereunder or under the Plan.

6. Change in Control. [add provisions, if applicable, as contemplated by Section 13 of the Plan regarding Change in Control.]

7. Miscellaneous.

(a) THE PLAN AND ALL RIGHTS HEREUNDER SHALL BE SUBJECT TO AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICTS OF LAWS, AND TO APPLICABLE FEDERAL SECURITIES LAWS. The use of captions in this Agreement is for convenience; the captions are not intended to provide substantive rights. The Board may at any time and from time to time and in any respect amend or modify this Agreement; provided, however, that no amendment or modification of this Agreement shall adversely affect the Option without the consent of the Participant (or, if and where applicable, a permitted transferee). If any provision of this Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

(b) The Committee shall have such powers and authority as may be necessary or appropriate for the Committee to carry out its functions as described in this Agreement and the Plan. The Committee shall have discretionary authority to interpret this Agreement, to make factual determinations under this Agreement, and to make all other determinations necessary or advisable for the administration of this Agreement, including, without limitation, to correct any defect, to supply any omission or to reconcile any inconsistency in the Agreement. All interpretations, determinations and actions by the Committee shall be final, conclusive, and binding upon all parties.

(c) All notices under the Plan must be in writing or delivered electronically, if to the Company, at its principal office, addressed to the attention of the Chief Executive Officer; and if to the Participant, at the address appearing in the Company's records.

(d) The failure of the Participant or the Company to insist upon strict compliance with any provision of this Agreement or the Plan, or to assert any right the Participant or the Company, respectively, may have under this Agreement or the Plan, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement or the Plan.

(e) Without limiting the Committee's power and authority in connection herewith, the Committee may require, as a condition to exercise, that the Participant represent and warrant that the shares of Common Stock are being acquired only for investment purposes and without any current intention to sell or distribute such shares.

(f) Nothing in this Agreement shall confer upon any Participant any right to continue in the service of the Company or any of its Subsidiaries, or interfere in any way with the right of the Company or any of its Subsidiaries to terminate the Participant's employment or other service relationship for any reason at any time.

(g) By his or her signature below, the Participant acknowledges that he or she has read the terms of the Plan and agrees to be bound by all provisions thereof.

(h) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

[signature page follows]

IN WITNESS WHEREOF, the Company and the Participant have executed this Agreement as of the day and year first above written.

MIDWEST ENERGY EMISSIONS CORP.

By: _____
Name:
Title:

[Name of Participant]

Participant's Address:

