
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported) **June 14, 2018**

**MIDWEST ENERGY EMISSIONS
CORP.**

(Exact name of registrant as specified in its charter)

Commission file number 000-33067

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>87-0398271</u> (I.R.S. Employer Identification No.)
<u>670 D Enterprise Drive</u> <u>Lewis Center, Ohio</u> (Address of principal executive offices)	<u>43035</u> (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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act (17 CFR 230.405) or Rule 12b-2 of the Exchange Act (17 CFR 240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On June 14, 2018, Midwest Energy Emissions Corp. (the “Company”), along with its wholly-owned subsidiary, MES, Inc., entered into Amendment No. 1 (“Amendment No. 1”) to the Amended and Restated Financing Agreement with AC Midwest Energy LLC which was entered into on November 1, 2016. Pursuant to Amendment No. 1, the parties agreed that the remaining principal balance (\$521,686.10) due under the Secured Note referenced therein (which prior to Amendment No. 1 was due on June 15, 2018) would be paid as follows: (a) \$250,000 on or prior to June 15, 2018 (which was paid on that date), and (ii) the balance thereof on or prior to September 1, 2018. In addition, the parties agreed that following June 15, 2018, the Secured Note shall bear interest on the unpaid principal balance thereof at a rate equal to the current interest rate provided therein plus 3.0% per annum until the remaining principal balance is paid in full.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 is incorporated herein by reference.

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

On June 18, 2018, the Company held its 2018 Annual Meeting of Stockholders (the “2018 Annual Meeting”). The final results for each of the matters submitted to a vote of stockholders at the 2018 Annual Meeting are as follows:

Proposal 1: The three nominees for election to the Board of Directors were elected to serve as directors of the Company until the next annual meeting of the stockholders and until their successors are elected and qualified or until their earlier removal or resignation, by the votes set forth in the table below:

Nominees	For	Withheld	Broker Non-Votes
Richard MacPherson	25,273,666	2,146,349	15,645,143
Christopher Greenberg	27,025,666	394,349	15,645,143
Allan T. Grantham	27,023,666	396,349	15,645,143

Proposal 2: The Company’s stockholders approved the ratification of the appointment of Schneider Downs & Co., Inc. as the Company’s independent registered public accounting firm for the 2018 fiscal year, by the votes set forth in the table below:

For	Against	Abstain	Broker Non-Votes
42,831,962	85,890	147,306	-

Proposal 3: The Company’s stockholders approved, on an advisory non-binding basis, the compensation paid to the Company’s named executive officers as disclosed pursuant to the SEC’s compensation disclosure rules, by the votes set forth in the table below:

For	Against	Abstain	Broker Non-Votes
24,727,179	2,681,226	11,610	15,645,143

Item 9.01 Financial Statements and Exhibits.

Exhibit Number	Description
<u>10.1*</u>	<u>Amendment No. 1 to Amended and Restated Financing Agreement among Midwest Energy Emissions Corp., MES, Inc. and AC Midwest Energy LLC dated as of June 14, 2018.</u>

* 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: June 20, 2018

By: /s/ Richard H. Gross

Richard H. Gross
Chief Financial Officer

**AMENDMENT NO. 1 TO
AMENDED AND RESTATED FINANCING AGREEMENT,
AND REAFFIRMATION OF GUARANTY**

This AMENDMENT NO. 1 TO AMENDED AND RESTATED FINANCING AGREEMENT AND REAFFIRMATION OF GUARANTY dated as of June 14, 2018 (the “**Amendment**”), is executed among Midwest Energy Emissions Corp., a Delaware corporation, (the “**Borrower**”), MES, Inc., a North Dakota corporation (“**MES**” or “**Guarantor**”), and AC Midwest Energy LLC, a Delaware limited liability company (the “**Lender**”).

R E C I T A L S:

A. Borrower, Guarantor and Lender entered into that certain Amended and Restated Financing Agreement, dated as of November 1, 2016 (the “**Amended and Restated Financing Agreement**”), pursuant to which Amended and Restated Financing Agreement the Borrower, Guarantor and Lender amended and restated a previously entered into Financing Agreement among the parties, dated as of August 14, 2014, as amended on March 16, 2015, November 16, 2015 and January 28, 2016.

B. In connection with the Amended and Restated Financing Agreement, and in exchange for certain previously issued Notes and other consideration, the Borrower issued to the Lender (i) a new senior note in the principal amount of \$9,646,686 (the “**Secured Note**”), and (ii) a subordinated unsecured note in the principal amount of \$13,000,000.

C. As of the date hereof, the principal amount outstanding under the Secured Note is \$521,686.10 (the “**Remaining Secured Note Principal Balance**”) which the parties agree and acknowledge is to be paid by Borrower on June 15, 2018 pursuant to Section 2.3 of the Amended and Restated Financing Agreement.

D. At the present time the Borrower and the Guarantor request, and the Lender is agreeable to, an extension on the payment of a portion of the Remaining Secured Note Principal Balance on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower, the Guarantor and the Lender agree as follows:

A G R E E M E N T S:

1. RECITALS. The foregoing recitals are hereby made a part of this Amendment.
2. DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Amended and Restated Financing Agreement.

3. AMENDMENTS TO THE AMENDED AND RESTATED FINANCING AGREEMENT.

3.1 Revisions With Respect to Repayment of Remaining Secured Note Principal Balance. Notwithstanding anything to the contrary contained in the Amended and Restated Financing Agreement, the Remaining Secured Note Principal Balance shall be paid as follows: (a) \$250,000 on or prior to June 15, 2018, and (ii) the balance thereof on or prior to September 1, 2018.

3.2 Revisions With Respect to Rate of Interest. In addition, and notwithstanding anything to the contrary contained in the Amended and Restated Financing Agreement, following June 15, 2018 the Secured Note shall bear interest on the unpaid principal balance thereof at a rate equal to the Current Interest Rate plus three percent (3.0%) per annum until the Remaining Secured Note Principal Balance is paid in full.

4. GENERAL.

4.1 Governing Law; Severability. This Amendment shall be construed in accordance with and governed by the laws of the State of New York. Wherever possible each provision of the Amended and Restated Financing Agreement and this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Amended and Restated Financing Agreement and this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Amended and Restated Financing Agreement and this Amendment.

4.2 Successors and Assigns. This Amendment shall be binding upon the Borrower, the Guarantor and the Lender and their respective successors and assigns, and shall inure to the benefit of the Borrower, the Guarantor and the Lender and the successors and assigns of the Lender.

4.3 Continuing Force and Effect of Loan Documents. Except as specifically modified or amended by the terms of this Amendment, all other terms and provisions of the Amended and Restated Financing Agreement and the other Secured Note Documents are incorporated by reference herein, and in all respects, shall continue in full force and effect. The Borrower, by execution of this Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Amended and Restated Financing Agreement and the other Secured Note Documents. The Guarantor, by execution of this Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Amended and Restated Financing Agreement.

4.4 References to Amended and Restated Financing Agreement. Each reference in the Amended and Restated Financing Agreement to “this Agreement”, “hereunder”, “hereof”, or words of like import, and each reference to the Amended and Restated Financing Agreement in any and all instruments or documents delivered in connection therewith, shall be deemed to refer to the Amended and Restated Financing Agreement, as amended hereby.

4.5 Counterparts/Electronic Signatures. This Amendment may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party; *provided* that a facsimile or other electronic signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or electronic signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Amended and Restated Financing Agreement and Reaffirmation of Guaranty as of the date first above written.

BORROWER:

MIDWEST ENERGY EMISSIONS CORP.

By: /s/ Richard H. Gross

Name: Richard H. Gross

Title: CFO

GUARANTOR:

MES, INC.

By: /s/ Richard H. Gross

Name: Richard H. Gross

Title: CFO

LENDER:

AC MIDWEST ENERGY LLC

By: /s/ Samir Patel

Name: Samir Patel

Title: Manager