UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2013

Commission file number **000-33067**

MIDWEST ENERGY EMISSIONS CORP.

(Exact name of Registrant as Specified in its Charter)

Delaware	**87-0398271**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
500 West Wilson Bridge Road, Suite 140 Worthington, Ohio	**43085**
(Address of principal Executive offices)	(Zip Code)

(614) 505-6115
(Registrant's Telephone Number, Including Area Code)

(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definition of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☒

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

State the number of shares outstanding of each of the Issuer's classes of common stock, as of the latest practicable date: Common, $.001 par value per share; 35,249,429 outstanding as of August 14, 2013.

MIDWEST ENERGY EMISSIONS CORP.

TABLE OF CONTENTS

		Page
PART I - FINANCIAL INFORMATION		
Item 1.	Condensed Financial Statements.	2
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations.	22
Item 3.	Quantitative and Qualitative Disclosures About Market Risk.	26
Item 4.	Controls and Procedures.	27
PART II - OTHER INFORMATION		
Item 1.	Legal Proceedings.	28
Item 1A.	Risk Factors	28
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds.	28
Item 3.	Default upon Senior Securities.	28
Item 4.	Mine Safety Disclosure.	28
Item 5.	Other Information.	28
Item 6.	Exhibits.	29
SIGNATURES		30

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains "forward-looking statements," as defined in Section 21E of the Securities Exchange Act of 1934, as amended, that are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and reflect our current expectations regarding our future growth, results of operations, cash flows, performance and business prospects, and opportunities, as well as assumptions made by, and information currently available to, our management. Forward-looking statements are generally identified by using words such as "anticipate," "believe," "plan," "expect," "intend," "will," and similar expressions, but these words are not the exclusive means of identifying forward-looking statements. Forward-looking statements in this report are subject to risks and uncertainties that could cause actual events or results to differ materially from those expressed in or implied by the statements. These statements are based on information currently available to us and are subject to various risks, uncertainties, and other factors, including, but not limited to, those discussed under the caption "Risk Factors in the Company's 2012 Form 10-K". In addition, matters that may cause actual results to differ materially from those in the forward-looking statements include, among other factors, the gain or loss of a major customer, change in environmental regulations, disruption in supply of materials, a significant change in general economic conditions in any of the regions where our customer utilities might experience significant changes in electric demand, a significant disruption in the supply of coal to our customer units, the loss of key management personnel, failure to obtain adequate working capital to execute the business plan and any major litigation regarding the Company. Except as expressly required by the federal securities laws, we undertake no obligation to update such factors or to publicly announce the results of any of the forward-looking statements contained herein to reflect future events, developments, or changed circumstances or for any other reason.

PART I – FINANCIAL INFOMATION

ITEM 1 – FINANCIAL STATEMENTS

MIDWEST ENERGY EMISSIONS CORP AND SUBSIDIARIES
Index to Condensed Financial Information
Period Ended June 30, 2013

Condensed Consolidated Balance Sheets	3
Condensed Consolidated Statements of Operations	4
Condensed Consolidated Statements of Changes in Stockholders' Deficit	5
Condensed Consolidated Statements of Cash Flows	6
Notes to Condensed Consolidated Financial Statements	7

MIDWEST ENERGY EMISSIONS CORP AND SUBSIDIARIES
(A DEVELOPMENT STAGE COMPANY)
CONDENSED CONSOLIDATED BALANCE SHEETS
JUNE 30, 2013 AND DECEMBER 31, 2012

	June 30, 2013 (Unaudited)	December 31, 2012
ASSETS		
Current assets		
Cash and cash equivalents	$ 97,194	$ 189,367
Accounts receivable	261,864	274,464
Inventory	-	37,993
Prepaid expenses and other assets	192,396	68,598
Total current assets	551,454	570,422
Property and Equipment, Net	258,328	343,584
License, Net	73,530	76,471
Prepaid expenses	28,409	36,281
Deferred financing fees	113,435	125,534
Total assets	$ 1,025,156	$ 1,152,292
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities		
Accounts payable and accrued expenses	$ 378,091	$ 332,180
Accrued legal and consulting fees	387,472	220,159
Accrued salaries	321,827	-
Deferred revenue	37,060	-
Accrued interest - related party	247,504	197,767
Advances payable - related party	4,167	951,034
Convertible note payable of discontinued operations	50,000	50,000
Notes payable	450,000	150,000
Current liabilities of discontinued operations	262,032	262,032
Advances payable -related party of discontinued operations	-	169,984
Total current liabilities	2,138,153	2,333,156
Convertible promissory notes payable	4,251,414	2,570,199
Accrued interest	175,228	134,975
Total liabilities	6,564,795	5,038,330
Stockholders' deficit		
Preferred stock, $.001 par value: 2,000,000 shares authorized		
Common stock; $.001 par value; 100,000,000 shares authorized; 33,458,346 shares issued and outstanding at June 30, 2013 33,239,878 shares issued and outstanding at December 31, 2012	33,458	33,240
Additional paid-in capital	10,423,967	9,958,202
Deficit accumulated during development stage	(15,997,064)	(13,877,480)
Total stockholders' deficit	(5,539,639)	(3,886,038)
Total liabilities and stockholders' deficit	$ 1,025,156	$ 1,152,292

The accompanying notes are an integral part of these condensed consolidated financial statements.

MIDWEST ENERGY EMISSIONS CORP AND SUBSIDIARIES
(A DEVELOPMENT STAGE COMPANY)
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE THREE AND SIX MONTHS ENDED JUNE 30, 2013 AND 2012
AND THE CUMULATIVE PERIOD DECEMBER 17, 2008 (INCEPTION) THROUGH JUNE 30, 2013
(UNAUDITED)

	For the Three Months Ended June 30, 2013	For the Three Months Ended June 30, 2012	For the Six Months Ended June 30, 2013	For the Six Months Ended June 30, 2012	December 17, 2008 (Inception) Through June 30, 2013
Revenues	$ 452,344	$ -	$ 507,790	$ 85,540	$ 2,067,967
Costs and expenses:					
Cost of goods sold	50,397	-	78,748	67,013	755,793
Operating expenses	420,564	27,185	449,773	39,648	1,210,017
License maintenance fees	50,000	50,000	100,000	100,000	600,000
Marketing and development	91,309	60,314	181,079	123,314	1,484,775
Selling, general and administrative expenses	712,275	415,003	1,343,373	863,241	7,450,516
Professional fees	79,889	198,595	299,378	345,045	2,052,825
Impairment of fixed assets	-	-	-	400,000	800,000
Impairment of goodwill	-	-	-	-	3,555,304
Total costs and expenses	1,404,434	751,097	2,452,351	1,938,261	17,909,230
Operating loss	(952,090)	(751,097)	(1,944,561)	(1,852,721)	(15,841,263)
Other Income (expense)					
Interest expense	(132,559)	(60,068)	(255,679)	(87,874)	(571,470)
Loss on disposal of fixed assets	-	-	-	-	(19,504)
Gain on forgiveness of liabilities	80,656	-	80,656	-	360,656
Total other income (expense)	(51,903)	(60,068)	(175,023)	(87,874)	(230,318)
Net loss from continuing operations	(1,003,993)	(811,165)	(2,119,584)	(1,940,595)	(16,071,581)
Net income (loss) from discontinued operations	-	110	-	(968)	74,517
Net Loss	$ (1,003,993)	$ (811,055)	$ (2,119,584)	$ (1,941,563)	$(15,997,064)
NET LOSS PER COMMON SHARE - BASIC AND DILUTED:					
Continuing operations	(0.03)	(0.02)	(0.06)	(0.06)	
Discontinued operations	-	-	-	-	
	(0.03)	(0.02)	(0.06)	(0.06)	
Weighted average common shares outstanding	33,438,015	33,239,878	33,387,146	33,031,971	

The accompanying notes are an integral part of these condensed consolidated financial statements.

MIDWEST ENERGY EMISSIONS CORP AND SUBSIDIARIES
(A DEVELOPMENT STAGE COMPANY)
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT
FOR THE PERIOD FROM DECEMBER 17, 2008 (INCEPTION) THROUGH JUNE 30, 2013
(UNAUDITED)

	Common Stock		Additional Paid-in	Accumulated	Common Stock	Total Stockholders'
	Shares	Par Value	Capital	(Deficit)	Subscribed	Deficit
Balance - December 17, 2008	-	$ -	$ -	$ -	$ -	$ -
Common stock subscribed	23,601,967	-	-	-	23,601,967	23,601,967
Subscription receivable	(23,601,967)	-	-	-	(23,601,967)	(23,601,967)
Net loss for the period	-	-	-	-	-	-
Balance - December 31, 2008	-	-	-	-	-	-
Proceeds received from subscriptions receivable	11,412,090	11,412	(7,245)	-	-	4,167
Net loss for the period	-	-	-	(30,750)	-	(30,750)
Balance - December 31, 2009	11,412,090	11,412	(7,245)	(30,750)	-	(26,583)
Proceeds from subscriptions receivable	12,189,877	12,190	(7,739)	-	-	4,451
Stock issued for services	3,483,604	3,484	60,116	-	-	63,600
Net loss for the period	-	-	-	(471,565)	-	(471,565)
Balance - December 31, 2010	27,085,571	27,086	45,132	(502,315)	-	(430,097)
Proceeds from the issuance of common stock (pre merger)	164,321	164	149,836	-	-	150,000
Shares issued for services (pre merger)	136,934	137	124,863	-	-	125,000
Issuance of common stock in a business combination	3,042,977	3,043	2,774,735	-	-	2,777,778
Stock issued for services	63,712	64	108,566	-	-	108,630
Proceeds from the issuance of preferred stock subsequently converted to common stock, net of issuance costs	507,500	508	464,853	-	-	465,361
Issuance of common stock in lieu of fractional shares from reverse split	337	-	-	-	-	-
Issaunce of warrants	-	-	18,139	-	-	18,139
Proceeds from the issuance of common stock, net of issuance costs	1,677,298	1,677	1,612,212	-	-	1,613,889
Common stock to be issued	-	-	3,953,193	-	-	3,953,193
Net loss for the period	-	-	-	(9,497,116)	-	(9,497,116)
Balance - December 31, 2011	32,678,650	$ 32,679	$ 9,251,529	$ (9,999,431)	$ -	$ (715,223)
Proceeds from the issuance of common stock, net of issuance costs	213,500	213	213,287	-	-	213,500

Stock issued for services in 2012	175,000	175	(175)	-	-	-
Shares issued to satisfy outstanding grant as of the merger date	172,728	173	(173)	-	-	-
Common stock to be issued	-	-	493,734	-	-	493,734
Net loss for the period	-	-	-	(3,878,049)	-	(3,878,049)
Balance - December 31, 2012	33,239,878	$ 33,240	$ 9,958,202	$ (13,877,480)	$ -	$ (3,886,038)
Stock issued for services	218,467	218	23,232	-	-	23,450
Common stock to be issued	-	-	442,533	-	-	442,533
Net loss for the period	-	-	-	(2,119,584)	-	(2,119,584)
Balance - June 30, 2013 (Unaudited)	33,458,345	$ 33,458	$ 10,423,967	$ (15,997,064)	$ -	$ (5,539,639)

The accompanying notes are an integral part of these condensed consolidated financial statements.

MIDWEST ENERGY EMISSIONS CORP AND SUBSIDIARIES
(A DEVELOPMENT STAGE COMPANY)
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30, 2013 AND 2012
AND THE CUMULATIVE PERIOD DECEMBER 17, 2008 (INCEPTION) THROUGH JUNE 30, 2013
(UNAUDITED)

	For the Six Months Ended June 30, 2013 (Unaudited)	For the Six Months Ended June 30, 2012 (Unaudited)	December 17, 2008 (Inception) Through June 30, 2013
Cash flows from operating activities			
Net loss	$ (2,119,584)	$ (1,941,563)	$(15,997,064)
Adjustments to reconcile net loss to net cash used in operating activities:			
Stock based compensation	398,733	-	4,244,867
Stock issued for services	67,250	-	965,273
Amortization of license fees	2,941	2,941	26,470
Depreciation expense	85,256	227,157	513,897
Loss on disposal of fixed assets	-	-	19,504
Impaiment of fixed assets	-	400,000	800,000
Impairment of goodwill	-	-	3,555,304
Gain on forgiveness of liabilities	(80,656)	-	(464,680)
Change in assets and liabilities			
Decrease in accounts receivable	12,600	206,545	(261,864)
Decrease in inventory	37,993	30,622	-
Increase in prepaid expenses and other assets	(103,827)	(120,696)	(206,830)
Increase in accounts payable and accrued liabilities	1,060,016	(175,087)	1,843,458
Increase in deferred revenue	37,060	-	37,060
Net cash used in operating activities	(602,218)	(1,370,081)	(4,924,605)
Cash flows used in investing activities			
Purchase of license	-	-	(100,000)
Cash assumed in reverse merger	-	-	11,150
Purchase of equipment	-	-	(1,414,602)
Net cash used in investing activities	-	-	(1,503,452)
Cash flows from financing activities			
Payment of deferred financing fees	-	-	(125,534)
Net proceeds from related party advances	-	-	951,034
Proceeds from note payable	-	-	150,000
Proceeds from the issuance of preferred stock, net	-	-	483,500
Proceeds from the issuance of convertible promissory notes	510,045	1,378,459	3,080,244
Proceeds from the issuance of common stock, net	-	213,500	1,986,007
Net cash provided by financing activities	510,045	1,591,959	6,525,251
Net increase in cash and cash equivalents	(92,173)	221,878	97,194
Cash and cash equivalents - beginning of period	189,367	99,713	-
Cash and cash equivalents - end of period	$ 97,194	$ 321,591	$ 97,194
SUPPLEMENTAL CASH FLOW INFORMATION:			
Cash paid during the period for:			
Interest	$ 4,525	$ 4,550	$ 13,675
Taxes	$ -	$ -	$ -
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS			
Equipment purchases included in accounts payable	$ -	$ -	$ 112,000
Conversion of interest to notes payable	$ 134,975	$ -	$ 134,975
Conversion of advances payable to notes payable	$ 1,036,195	$ -	$ 1,036,195

The accompanying notes are an integral part of these condensed consolidated financial statements.

Midwest Energy Emissions Corp. and Subsidiaries
(A Development Stage Company)
Notes to Condensed Consolidated Financial Statements

Note 1 – Organization

Midwest Energy Emissions Corp.

Midwest Energy Emissions Corp. (the "Company") was organized under the laws of the State of Utah on July 19, 1983 under the name of Digicorp. Pursuant to shareholder approval, on October 6, 2006, the Board of Directors of the Company approved and authorized the Company to enter into an Agreement and Plan of Merger by and between the Company and Digicorp, Inc., a Delaware corporation and newly formed wholly-owned subsidiary of the Company that was incorporated under the Delaware General Corporation Law for the purpose of effecting a change of domicile. Effective February 22, 2007, the Company changed its domicile from Utah to Delaware with the name of the surviving corporation being Digicorp, Inc.

Pursuant to a Certificate of Amendment to our Certificate of Incorporation filed with the State of Delaware, which took effect as of October 16, 2008, the Company's name changed from "Digicorp, Inc." to "China Youth Media, Inc."

Reverse Merger

On June 21, 2011, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Midwest Energy Emissions Corp., a North Dakota corporation ("Midwest Energy Emissions") pursuant to which at closing China Youth Media Merger Sub, Inc., the Company's wholly-owned subsidiary formed for the purpose of such transaction (the "Merger Sub"), merged into Midwest Energy Emissions, the result of which Midwest Energy Emissions would become the Company's wholly-owned subsidiary (the "Merger"). The Merger closed on June 21, 2011 (the "Closing"). As a result of the Closing and the Merger, the Merger Sub merged with and into Midwest Energy Emissions with Midwest Energy Emissions surviving. Effective at the time of the Closing, Midwest Energy Emissions changed its name to MES, Inc. For accounting purposes, the Merger was treated as a reverse merger and a recapitalization of the Company. See Note 4 for further discussion.

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

Midwest Energy Emissions Corp (now known as MES, Inc.)

On December 17, 2008, Midwest Energy Emissions (a corporation in the development stage) was incorporated in the State of North Dakota. Midwest Energy Emissions is engaged in the business of developing and commercializing state of the art control technologies relating to the capture and control of mercury emissions from coal fired boilers in the United States and Canada.

Dissolution of subsidiaries

Pursuant to the terms of the Merger Agreement, during the year ended December 31, 2012 the Company has dissolved the following foreign entities:

- Youth Media (BVI) Ltd.
- Youth Media (Hong Kong) Limited
- Youth Media (Beijing) Limited

The Company is in the process of dissolving Rebel Crew Films, Inc.

The operations and cash flows of these subsidiaries have been eliminated from the accounts of the Company's ongoing operations and major classes of assets and liabilities related thereto have been segregated. The gains and losses from discontinued operations, including the impairment of certain assets of discontinued operations and gains from forgiveness of liabilities, have been reflected in the condensed consolidated financial statements. The Company does not expect to derive any revenues from the discontinued operations in the future and does not expect to incur any significant ongoing operating expenses related to the discontinued operations.

Note 2 – Summary Of Significant Accounting Policies

Basis of Presentation

The accompanying condensed consolidated financial statements have been prepared in accordance with the Generally Accepted Accounting Principles in the United States of America ("GAAP").

Development Stage Company

The Company is considered to be in the development stage as defined by Accounting Standards Codification ("ASC") 915 *Development Stage Entities*. The Company has devoted substantially all of its efforts to the corporate formation, the raising of capital and attempting to generate customers for the sale of the Company's products.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments and other short-term investments with maturity of three months or less, when purchased, to be cash equivalents. The Company maintains its operating cash in two accounts with one financial institution, which at times may exceed federally insured limits.

Accounts Receivable

Accounts receivable consist of amounts due to us in the normal course of our business, are not collateralized, and normally do not bear interest.

Inventory

Inventories are stated at the lower of cost (first-in, first-out basis) or market (net realizable value).

Property and Equipment

Property and equipment are stated at cost. When retired or otherwise disposed, the related carrying value and accumulated depreciation are removed from the respective accounts and the net difference less any amount realized from disposition, is reflected in earnings. For financial statement purposes, property and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives of 3 to 5 years.

Expenditures for repairs and maintenance which do not materially extend the useful lives of property and equipment are charged to operations. Management periodically reviews the carrying value of its property and equipment for impairment.

The Company capitalizes interest cost on borrowings incurred during new construction or upgrade of qualifying assets. Capitalized interest is added to the cost of the underlying assets and is amortized over the useful lives of the assets.

Recoverability of Long-Lived and Intangible Assets

The Company has adopted ASC 360-10, *Property, Plant and Equipment* ("ASC 360-10"). ASC 360-10 requires that long-lived assets and certain identifiable intangibles held and used by the Company be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Events relating to recoverability may include significant unfavorable changes in business conditions, recurring losses or a forecasted inability to achieve break-even operating results over an extended period. The Company evaluates the recoverability of long-lived assets based upon forecasted undiscounted cash flows. Should impairment in value be indicated, the carrying value of the Long-Lived and or intangible assets would be adjusted, based on estimates of future discounted cash flows. Impairment charges of zero and $400,000 were recognized for the six months ended June 30, 2013 and 2012, respectively. Due to the short-term idling of both power plant units at the Company's commercial customer, the Company evaluated the recoverability of the carrying value of the Company's equipment at that site. Based on a review of the discounted expected cash flows associated with the value contract with the customer, an impairment charge was recorded during the six months ended June 30, 2012 against the value of the equipment. ASC 360-10 also requires assets to be disposed of be reported at the lower of the carrying amount or the fair value less costs to sell.

Stock-Based Compensation

The Company accounts for stock-based compensation awards in accordance with the provisions of ASC 718, *Compensation—Stock Compensation* ("ASC 718"), which requires equity-based compensation, be reflected in the condensed consolidated financial statements over the period of service which is typically the vesting period based on the estimated fair value of the awards.

Fair Value of Financial Instruments

The fair value hierarchy has three levels based on the inputs used to determine fair value, which are as follows:

- *Level 1* — Unadjusted quoted prices available in active markets for the identical assets or liabilities at the measurement date.
- *Level 2* — Unadjusted quoted prices in active markets for similar assets or liabilities, or unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable for the asset or liability.
- *Level 3* — Unobservable inputs that cannot be corroborated by observable market data and reflect the use of significant management judgment. These values are generally determined using pricing models for which the assumptions utilize management's estimates of market participant assumptions.

The fair value hierarchy requires the use of observable market data when available. In instances where the inputs used to measure fair value fall into different levels of the fair value hierarchy, the fair value measurement has been determined based on the lowest level input significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular item to the fair value measurement in its entirety requires judgment, including the consideration of inputs specific to the asset or liability.

The only asset or liability measured at fair value on a recurring basis by the Company at June 30, 2013 and December 31, 2012 was cash and cash equivalents, which are considered to be Level 1.

Financial instruments include cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, advances payable from related parties and short-term debt. The carrying amounts of these financial instruments approximated fair value at June 30, 2013 and December 31, 2012 due to their short-term maturities. The fair value of the convertible promissory notes payable at June 30, 2013 and December 31, 2012, respectively, approximated the carrying amount as the notes were issued during the six months ended June 30, 2013 and year ended December 31, 2012, respectively, at current interest rates. The fair value of the convertible promissory notes payable was determined on a Level 2 measurement.

Foreign Currency Transactions

The Company's functional currency is the United States Dollar (the “US Dollar”). Transactions denominated in currencies other than the US Dollar are re-measured to the US Dollar at the period-end exchange rates. Any associated transactional currency re-measurement gains and losses are recognized in current operations.

Revenue Recognition

The Company records revenue from sales in accordance with ASC 605, *Revenue Recognition* (“ASC 605”). The criteria for recognition are as follows:

1. Persuasive evidence of an arrangement exists;

2. Delivery has occurred or services have been rendered;

3. The seller’s price to the buyer is fixed or determinable; and

4. Collectability is reasonably assured.

Determination of criteria (3) and (4) will be based on management's judgments regarding the fixed nature of the selling prices of the products delivered and the collectability of those amounts. Provisions for discounts and rebates to customers, estimated returns and allowances, and other adjustments will be provided for in the same period the related sales are recorded.

The Company generated revenues of $507,790 and $85,540 for the six months ended June 30, 2013 and 2012, respectively. The Company generated revenue for the six months ended June 30, 2013 by performing demonstrations of its technology at potential customers and delivering product to its commercial customer. The Company generated revenue for the six months ended June 30, 2012, by delivering product to its commercial customer. Revenues for product delivered to its commercial customer were curtailed in February 2013 and 2012 as the units were shut down due to reduced load demand and low natural gas prices. The Company anticipates that these units will restart early in the third quarter 2013.

Income Taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the condensed consolidated financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

The recognition, measurement and disclosure of uncertain tax positions recognized in an enterprise’s condensed consolidated financial statements is based on a more-likely-than-not recognition threshold. The Company did not have any unrecognized tax benefits at June 30, 2013 or 2012. When necessary, the Company would accrue penalties and interest related to unrecognized tax benefits as a component of income tax expense.

The Company or one of its subsidiaries files income tax returns in the U.S. federal jurisdiction and three state jurisdictions. The Company is no longer subject to U.S. federal examinations for years prior to 2009 or state tax examinations for years prior to 2008. Prior to the reverse merger, the MES, Inc. was taxed as an S corporation and income and losses were passed through to the stockholders.

Basic and Diluted Loss Per Common Share

Basic net loss per common share is computed using the weighted average number of common shares outstanding. Diluted loss per share reflects the potential dilution from common stock equivalents, such as stock issuable pursuant to the exercise of stock options and warrants. There were no dilutive potential common shares as of June 30, 2013, because the Company incurred net losses and basic and diluted loss per common share were the same.

Concentration of Credit Risk

Financial instruments that subject the Company to credit risk consist of cash and equivalents on deposit with financial institutions and accounts receivable. The Company's excess cash as of June 30, 2013 is on deposit in a non-interest-bearing transaction account that is fully covered by FDIC deposit insurance. For the six months ended June 30, 2013, 85% of the Company's revenue and 100% of the Company's accounts receivable related to demonstrations performed for one potential customer and 15% of the Company's revenue related to sales to its commercial customer. For the six months ended June 30, 2012, the Company's revenue was related to one customer and at December 31, 2012 100% of the Company's accounts receivable related to two customers.

Contingencies

Certain conditions may exist which may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur. The Company's management assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company, or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, the estimated liability would be accrued in the Company's condensed consolidated financial statements. If the assessment indicates that a potentially material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

Loss contingencies considered remote are generally not disclosed unless they arise from guarantees, in which case the guarantees would be disclosed.

Recently Issued Accounting Standards

In February 2013, the FASB issued ASU No. 2013-02, *Comprehensive Income (Topic 220): Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income.* The update does not change the current requirements for reporting net income or other comprehensive income in financial statements. However, the update requires an entity to provide information about the amounts reclassified out of accumulated other comprehensive income by component. In addition, an entity is required to present, either on the face of the statement where net income is presented or in the notes, significant amounts reclassified out of accumulated other comprehensive income by the respective line items of net income but only if the amount reclassified is required under U.S. GAAP to be reclassified to net income in its entirety in the same reporting period. For other amounts that are not required under U.S. GAAP to be reclassified in their entirety to net income, an entity is required to cross-reference to other disclosures required under U.S. GAAP that provide additional detail about those amounts. The amendments are effective prospectively for reporting periods beginning after December 15, 2012. The adoption of this amendment in the six months ended June 30, 2013 did not have a material impact on our condensed consolidated financial statements.

Reclassification

Certain amounts in the prior year have been reclassified to conform to the current presentation.

Note 3 – Going Concern

The accompanying condensed consolidated financial statements as of June 30, 2013 have been prepared assuming the Company will continue as a going concern. From the period of inception (December 17, 2008) through June 30, 2013, the Company has experienced a net loss, negative cash flows from operations and has an accumulated deficit of $15,997,064. These factors raise substantial doubt about the Company's ability to continue as a going concern. The Company intends to raise near term financing to fund future operations through a restricted stock or convertible debt-to-equity offering. The Company intends to raise additional equity or debt financing to fund future operations. There is no assurance that its plan can be implemented; or that the results will be of a sufficient level necessary to meet the Company's ongoing cash needs. No assurances can be given that the Company can obtain sufficient working capital through borrowings or that the continued implementation of its business plan will generate sufficient revenues in the future to sustain ongoing operations.

The accompanying condensed consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result from the possible inability of the Company to continue as a going concern.

Note 4 – Property And Equipment, Net

Property and equipment at June 30, 2013 and December 31, 2012 are as follows:

	June 30 2013	December 31 2012
Equipment & Installation	$ 717,918	$ 717,918
Office equipment	23,941	23,941
Computer equipment	11,985	11,985
Total Equipment	753,844	753,844
Less: accumulated depreciation	495,516	410,260
Property and equipment, net	$ 258,328	$ 343,584

The Company uses the straight-line method of depreciation over 3 to 10 years. During the year ended December 31, 2011, the Company installed equipment with a total cost of $1,499,080 at the site of its first commercial customer in Centralia, Washington. This equipment is subject to a bargain purchase option on January 1, 2015 and the Company also bears the cost of asset retirement at the end of the commercial contract should the customer not exercise the purchase option. The Company believes that if required to retire, the scrap value of the equipment would offset the cost of removal. Due to the short-term idling of both power units at the Company's commercial customer, the Company recorded an impairment charge of $400,000 against the value of the equipment in the six months ended June 30, 2012. The Company recorded an additional impairment charge of $400,000 in the quarter ended December 31, 2012 after further review of the expected revenues from the customer prior to the bargain purchase option date of January 1, 2015. During the six months ended June 30, 2013 and 2012, respectively, depreciation expense charged to operations was $85,256 and $227,157.

Note 5 – License Agreement

On January 15, 2009, the Company entered into an "Exclusive Patent and Know-How License Agreement Including Transfer of Ownership" with the Energy and Environmental Research Center Foundation ("EERC"), a non-profit entity. Under the terms of the Agreement, the Company has been granted an exclusive license for the technology to develop, make, have made, use, sell, offer to sell, lease, and import the technology in any coal-fired combustion systems (power plant) worldwide and to develop and perform the technology in any coal-fired power plant in the world. The first US patent "Sorbents of Oxidation and Removal of Mercury" was filed by EERC on August 22, 2005 and granted on October 14, 2008. In addition, the Company has the same rights to other related patents in the US, Canada, China and Europe.

The Company paid $100,000 in 2009 for the license to use the patents and at the option of the Company can pay $1,000,000 for the assignment of the patents after January 15, 2011 or pay the greater of the license maintenance fees or royalties on product sales for continued use of the patents. The license maintenance fees are $100,000 due January 1, 2010, $150,000 due January 1, 2011 and $200,000 due January 1, 2012 and each year thereafter. The running royalties are $100 per one megawatt of electronic nameplate capacity and $100 per three megawatt per hour for the application to thermal systems to which licensed products or licensed processes are sold by the Company, associate and sublicensees. Running royalties are payable by the Company within 30 days after the end of each calendar year to the licensor and may be credited against license maintenance fees paid.

The Company is required to pay the licensor 35% of all sublicense income received by the Company, excluding royalties on sales by sublicensees. Sublicense income is payable by the Company within 30 day after the end of each calendar year to the licensor.

License costs capitalized as of June 30, 2013 and December 31, 2012 are as follows:

	2013	2012
License	$ 100,000	$ 100,000
Less: accumulated amortization	26,470	23,529
License, net	$ 73,530	$ 76,471

The Company is currently amortizing its patents over their estimated useful life of 17 years when acquired. Amortization expense charged to cost and expenses was $2,941 during the six months ended June 30, 2013 and 2012. Estimated amortization for each of the next five years is approximately $5,900.

Note 6 – Convertible Note Payable of Discontinued Operations

On March 30, 2011, the Company entered into an agreement with an unrelated third party pursuant to which such party agreed to assist the Company to effect a reverse merger or similar transaction with an operating business to be identified as the parties shall mutually agree. Such party agreed to immediately loan the Company the principal amount of $50,000 which shall be due and payable in one year, bear interest at the rate of 8.0% per annum, and be convertible into shares of common stock of the Company at the rate of $0.44 per share at the option of such party at any time following an exclusivity period granted to such party and until the maturity date of the loan. Interest expense for the six months ended June 30, 2013 and 2012, respectively was $2,000 and $1,994.

Note 7 – Notes Payable

On September 13, 2011, the Bank of North Dakota New Venture Capital Program provided a working capital loan to the Company in exchange for a promissory note in the amount of $125,000. It is a demand note, but if no demand is made, the Company shall make quarterly interest payments beginning December 31, 2011 at a fixed interest rate of 6% and continuing on a quarterly basis until maturity. The loan matures on September 30, 2014. $75,000 has been advanced on the loan as of June 30, 2013. Interest expense for the six months ended June 30, 2013 and 2012, respectively was $2,263 and $2,275.

On September 13, 2011, the Bank of North Dakota Development Fund, Inc. provided a working capital loan to the Company in exchange for a promissory note in the amount of $125,000. It is a demand note, but if no demand is made, the Company shall make quarterly interest payments beginning December 31, 2011 at a fixed interest rate of 6% and continuing on a quarterly basis until maturity. The loan matures on September 30, 2014. $75,000 has been advanced on the loan as of June 30, 2013. Interest expense for the six months ended June 30, 2013 and 2012, respectively was $2,263 and $2,275.

Effective June 30, 2013, Tucker Ellis LLP accepted a promissory note in the amount of $300,000 from the Company in exchange for outstanding billings due of the same amount. Per the terms of the promissory note, the Company is required to pay the remaining outstanding invoices payable balance to Tucker Ellis LLP on or before August 31, 2013. As of June 30, 2013, the Company's payables balance due to Tucker Ellis LLP was $124,822. The Company shall make quarterly interest payments beginning September 30, 2013 at a fixed interest rate of 5% and continuing on a quarterly basis until maturity. The Company is require to make principal payments pursuant to the agreement based on the issuance of debt or equity securities. The promissory note matures on June 30, 2015.

Note 8 – Advances Payable – Related Party

On June 27, 2013 the Company entered into a Conversion Agreement with Richard MacPherson, a director of the Company, and 3253517 Nova Scotia Limited, of which MacPherson is the sole member (the "Nova Scotia Company"). Pursuant to the Conversion Agreement the Company converted advances payable from Mr. MacPherson, into 12% Convertible Promissory Notes (the "Notes"). Immediately prior to this conversion, Mr. MacPherson assigned and transferred $614,012 of his interest in the principal owing on certain advances payable to Nova Scotia Company (the "Nova Scotia Debt"), leaving a balance of the principal due and owing to Mr. MacPherson of $337,022 (the "MacPherson Debt"). Under the Conversion Agreement the Nova Scotia Company converted the Nova Scotia Debt into $614,012 of Notes of the Company and Mr. MacPherson converted $252,199 of the MacPherson Debt into $252,199 of the Notes of the Company, which shall be due and payable on the third anniversary of the date of issue and shall be convertible into units of the Company at a conversion price of $0.50 per unit with each unit consisting of one share of common stock of the Company and one warrant to purchase 0.25 additional shares of Common Stock at $0.75 per share. In addition, pursuant to the Conversion Agreement Mr. MacPherson agreed to forgive $80,656 on the MacPherson Debt. The remaining principal balance of $4,167 bears interest at 9% per annum, has no fixed terms of repayment and is unsecured. Accrued interest on these advances at June 30, 2013 and December 31, 2012 was $216,186 and $174,099, respectively. Interest expense for the six months ended June 30, 2013 and 2012 was $42,087 and $43,274, respectively.

Note 9 – Advances Payable-Related Party of Discontinued Operations

As a result of the reverse merger, the Company assumed $169,984 of advances payable due to Jay Rifkin, a current director who is also a former officer of the Company. These advances bear interest at 9% per annum, have no fixed terms of repayment and are unsecured. On June 30, 2013 the Company entered into a Conversion Agreement with Mr. Rifkin. Pursuant to the Conversion Agreement the Company converted these advances payable from Mr. Rifkin into $169,894 of the Notes of the Company, which shall be due and payable on the third anniversary of the date of issue and shall be convertible into units of the Company at a conversion price of $0.50 per unit with each unit consisting of one share of common stock of the Company and one warrant to purchase 0.25 additional shares of Common Stock at $0.75 per share. Accrued interest on these advances at June 30, 2013 and December 31, 2012 was $31,318 and $23,668, respectively. Interest expense for the six months ended June 30, 2013 and 2012, was $3,825 and $3,867, respectively.

Note 10 – Convertible Promissory Notes Payable

From April 26, 2012 to January 24, 2013, the Company sold convertible notes to unaffiliated accredited investors totaling $2,675,244. The notes have a term of three years, bear interest at 12% per annum, and are convertible into units, where each unit consists of: (i) one share of common stock of the Issuer, par value $0.001 per share, and (ii) a warrant to purchase 0.25 shares of common stock of the Issuer at an exercise price of $1.25 per share. The initial conversion ratio shall be equal to $1.00 per unit. The notes may be converted at any time and from time to time in whole or in part prior to the maturity date thereof. These securities were sold in reliance upon the exemption provided by Section 4(2) of the Securities Act and the safe harbor of Rule 506 under Regulation D promulgated under the Securities Act. Accrued interest on these advances at June 30, 2013 was $166,190 and was converted to principal by the Company on July 1, 2013. Accrued interest on these advances at December 31, 2012 was $134,975, and was converted to principal by the Company on January 1, 2013. Interest expense for the six months ended June 30, 2013 and 2012, was $166,190 and $29,867, respectively.

From April 5 through May 10, 2013, the Company sold convertible notes to unaffiliated accredited investors totaling $405,000. The notes are convertible into units, where each unit consists of: (i) 1 share of common stock of the Issuer, par value $0.001 per share, and (ii) a warrant to purchase 0.25 shares of common stock of the Issuer at an exercise price of $0.75 per share. The initial conversion ratio shall be equal to $0.50 per unit. The notes may be converted at any time and from time to time in whole or in part prior to the maturity date thereof . These securities were sold in reliance upon the exemption provided by Section 4(2) of the Securities Act and the safe harbor of Rule 506 under Regulation D promulgated under the Securities Act. Accrued interest at June 30, 2013 and interest expense for the six months ended June 30, 2013 on these notes was $8,645.

On June 27 and June 30, 2013, the Company converted advances payable from related parties (see Note 8 and Note 9) into convertible notes totaling $1,036,195. The notes are convertible into units, where each unit consists of: (i) 1 share of common stock of the Issuer, par value $0.001 per share, and (ii) a warrant to purchase 0.25 shares of common stock of the Issuer at an exercise price of $0.75 per share. The initial conversion ratio shall be equal to $0.50 per unit. The notes may be converted at any time and from time to time in whole or in part prior to the maturity date thereof. These securities were issued in reliance upon the exemption provided by Section 4(2) of the Securities Act and the safe harbor of Rule 506 under Regulation D promulgated under the Securities Act. Accrued interest at June 30, 2013 and interest expense for the six months ended June 30, 2013 on these notes was $393.

Note 11 – Commitments and Contingencies

As discussed in Note 5, the Company has entered in an "Exclusive Patent and Know-How License Agreement Including Transfer of Ownership" that requires minimum license maintenance costs. The Company is planning on using the intellectual property granted by the patents for the foreseeable future. The license agreement is considered expired on the October 14, 2025, the date the patent expires. Future minimum maintenance fee payments are as follows:

As of June 30,	
2013	$ 50,000
2014	200,000
2015	200,000
2016	200,000
2017	200,000
2018	200,000
Thereafter	1,400,000
	$2,450,000

Property Leases

On June 1, 2011, the Company entered into a 36 month lease for warehouse space in Centralia, Washington, commencing August 1, 2011. The lease provides for the option to extend the lease on a month to month basis. Rent is $1,900 monthly throughout the term of the lease.

On October 18, 2011, the Company entered into a 39-month lease for office space in Worthington, Ohio, commencing November 15, 2011. The lease provides for the option to extend the lease under its current terms for three additional years. Rent is abated for the first three months of the lease. Rent is $1,933 per month for months four through fifteen, $1,968 for months 16 through twenty-seven and $2,002 for months twenty-eight through thirty-nine.

Future minimum lease payments under these non-cancelable leases are approximately as follows:

Twelve months ended June 30,	
2014	$ 46,550
2015	17,918
	$ 64,468

The Company also leases office space in Grand Forks, ND, which has a renewable annual term and requires quarterly rental payments of $1,259.

Rent expense was approximately $37,000 and $32,000 for the six months ended June 30, 2013 and 2012, respectively.

Fixed Price Contract

The Company's contract with its customer contains a fixed price for product over three years beginning January 1, 2012. This contract exposes the Company to the potential risks associated with rising material costs during that same period. No losses have been recognized on this contract through June 30, 2013.

Note 12 – Equity

The Company has two classes of stock, common stock – 100,000,000 shares authorized at a par value of $0.001 and preferred stock – 2,000,000 shares authorized at a par value of $0.001.

Note 13 – Stock Based Compensation

Effective July 20, 2005, the Board of Directors of the Company approved the 2005 Stock Option and Restricted Stock Plan (the "*2005 Plan*"). The 2005 Plan reserves 15,000,000 (approximately 136,364 post Reverse Stock Split) shares of common stock for grants of incentive stock options, nonqualified stock options, warrants and restricted stock awards to employees, non-employee directors and consultants performing services for the Company. Options and warrants granted under the 2005 Plan have an exercise price equal to or greater than the fair market value of the underlying common stock at the date of grant and become exercisable based on a vesting schedule determined at the date of grant. The options expire 10 years from the date of grant whereas warrants generally expire 5 years from the date of grant. Restricted stock awards granted under the 2005 Plan are subject to a vesting period determined at the date of grant.

On May 6, 2009, the Board of Directors adopted, subject to stockholder approval, which was obtained at the annual stockholders meeting held on June 19, 2009, an amendment to the 2005 Plan that increased the number of shares subject to the Stock Plan from 15,000,000 shares to 50,000,000. The total number of shares subject to the Stock Plan was revised to 454,545 shares by the Reverse Stock Split.

The Company accounts for stock-based compensation awards in accordance with the provisions of ASC 718, which addresses the accounting for employee stock options which requires that the cost of all employee stock options, as well as other equity-based compensation arrangements, be reflected in the condensed consolidated financial statements over the vesting period based on the estimated fair value of the awards.

A summary of stock option activity for the six months ended June 30, 2013 is presented below:

		Outstanding Options			
	Shares Available for Grant	**Number of Shares**	**Weighted Average Exercise Price**	**Weighted Average Remaining Contractual Life (years)**	**Aggregate Intrinsic Value**
December 31, 2012	169,087	285,458	14.44	6.3	-
Grants	-	-	-	-	-
Cancellations	-	-	-	-	-
June 30, 2013	169,087	285,458	14.44	5.8	-
Options exercisable at:					
December 31, 2012		285,458	14.44	6.3	
June 30, 2013		285,458	14.44	5.8	

The Company utilized a Black-Scholes options pricing model.

On March 16, 2011, Midwest Energy Emissions issued 50 shares to a consultant for a value of $125,000. The shares were valued at $2,500 per share upon Midwest Energy Emissions' then most recently completed equity financing transactions. These shares were converted into Series B Convertible Preferred Stock upon completion of the Merger on June 21, 2011.

In connection with the transactions contemplated by the Merger Agreement, and pursuant to Midwest Energy Emissions' obligations under a Business Consulting Agreement dated March 18, 2011, on July 6, 2011, the Company issued 45,455 shares of our common stock to Eastern Sky, LLC as compensation for consulting services rendered in connection with the transaction. The shares were valued at $77,500.

On July 6, 2011, the Company issued 18,258 shares of our common stock to The Lebrecht Group, APLC as compensation for legal services rendered in connection with the Merger Agreement. The shares were valued at $31,130.

On January 2, 2013, the Company issued Jana Stover 68,468 shares to settle accrued consulting services performed in 2011. Compensation of $106,125 was recognized in 2011 related to the services performed.

Effective as of June 29, 2012 the Company and Ken Rifkin entered into a Consulting Agreement. Ken Rifkin is the brother of Jay Rifkin, a company director. With Mr. Rifkin's performance of consulting services over a three month period ending on September 29, 2012 the Company will issue to Mr. Rifkin 100,000 shares of the Company's unregistered common shares after January 1, 2013, upon receipt of the appropriate stock grant agreement from Mr. Rifkin, as compensation for his service pursuant to the agreement. Compensation of $135,000 was recognized in 2012 related to this agreement and the shares were issued on March 5, 2013.

On July 1, 2012, the Company and R. Alan Kelley entered into an amended employment agreement (the "New Kelley Employment Agreement") that replaced and terminated the then existing employment agreement between Mr. Kelley and the Company, dated November 1, 2011. Pursuant to the terminated employment agreement, Mr. Kelley was to receive 500,000 unvested shares of common stock as a signing bonus. These shares were to have vested on November 1, 2012 and are valued at $525,000 in accordance with FASB ASC Topic 718. Under the New Kelley Employment Agreement, the Company will issue to Mr. Kelley 650,000 shares of common stock upon the earlier of a change in control of the Company or January 1, 2014 (the "Stock Grant") provided that Mr. Kelley remains an employee of the Company on January 1, 2014. In addition, the Company will make the Stock Grant to Mr. Kelley if his employment is terminated without cause, if he resigns for good reason, or on his death or disability. The Stock Grant is valued at $1,300,000 in accordance with FASB ASC Topic 718, and the difference from the previous valuation will be amortized from the date of the agreement through the Stock Grant date. Compensation expense for the six months ended June 30, 2013 and year ended December 31, 2012 on the New Kelley Employment Agreement was $258,000 and $258,000, respectively.

On July 1, 2012, the Company and Johnny F. Norris, Jr. entered into an amended employment agreement (the "New Norris Employment Agreement") that replaced and terminated the then existing employment agreement between Mr. Norris and the Company, dated October 17, 2011. Pursuant to the terminated employment agreement, Mr. Norris was to receive 1,500,000 unvested shares of common stock as a signing bonus. These shares were to have vested 1/3 on October 1, 2012, 1/3 on October 1, 2013 and 1/3 on October 1, 2014 and are valued at $2,805,300 in accordance with FASB ASC Topic 718. Under the New Norris Employment Agreement, the Company will issue to Mr. Norris 1,500,000 shares of common stock upon the earlier of a change in control of the Company or January 1, 2014 (the "Stock Grant") provided that Mr. Norris remains an employee of the Company on January 1, 2014. In addition, the Company will make the Stock Grant to Mr. Norris if his employment is terminated without cause, if he resigns for good reason, or on his death or disability. The Stock Grant is valued at $3,000,000 in accordance with FASB ASC Topic 718, and the difference from the previous valuation will be amortized from the date of the agreement through the Stock Grant date. Compensation expense for the six months ended June 30, 2013 and year ended December 31, 2012 on the New Norris Employment Agreement was $ 65,000 and $65,000, respectively.

On July 1, 2012, the Company and Richard H. Gross entered into an amended employment agreement (the "New Gross Employment Agreement") that replaced and terminated the then existing employment agreement between Mr. Gross and the Company, dated September 19, 2011. Pursuant to the terminated employment agreement, Mr. Gross was to receive 50,000 unvested shares of common stock as a signing bonus. These shares were to have vested on October 10, 2012 and are valued at $93,500 in accordance with FASB ASC Topic 718. Under the New Gross Employment Agreement, the Company will issue to Mr. Gross 100,000 shares of common stock upon the earlier of a change in control of the Company or January 1, 2014 (the "Stock Grant") provided that Mr. Gross remains an employee of the Company on January 1, 2014. In addition, the Company will make the Stock Grant to Mr. Gross if his employment is terminated without cause, if he resigns for good reason, or on his death or disability. The Stock Grant is valued at $200,000 in accordance with FASB ASC Topic 718, and the difference from the previous valuation will be amortized from the date of the agreement through the Stock Grant date. Compensation expense for the six months ended June 30, 2013 and year ended December 31, 2012 on the New Gross Employment Agreement was $36,000 and $36,000, respectively.

On March 1, 2013, the Company and Marc Sylvester entered into an amended employment agreement (the “New Sylvester Employment Agreement”) that replaced and terminated the then existing employment agreement between Mr. Sylvester and the Company, dated July 25, 2011. Under the New Sylvester Employment Agreement, the Company will issue to Mr. Sylvester 250,000 shares of common stock upon the earlier of a change in control of the Company or January 1, 2014 (the “Stock Grant”) provided that Mr. Sylvester remains an employee of the Company on January 1, 2014. In addition, the Company will make the Stock Grant to Mr. Sylvester if his employment is terminated without cause, if he resigns for good reason, or on his death or disability. The Stock Grant is valued at $100,000 in accordance with FASB ASC Topic 718. Compensation expense for the six months ended June 30, 2013 on the New Sylvester Employment Agreement was $40,000.

On March 7, 2013, the Company and Lytham Partners entered into a representation agreement. The agreement has a twelve month term and is cancelable after September 30, 2013. The Company will issue Lytham Partners 25,000 common shares per month for each month of the agreement. Compensation expense for the six months ended June 30, 2013 was $56,250, 50,000 shares were issued on May 7, 2013 and 50,000 shares were issued on July 7, 2013.

Note 14 – Warrants

As a result of the reverse merger, the Company has warrants outstanding from September 2008, in which China Youth Media, Inc. entered into subscription agreements with Year of the Golden Pig, LLC and with Mojo Music, Inc., in which the Company issued an aggregate of 4 Units, with each Unit consisting of a $100,000 principal amount of a 12% Convertible Promissory Note due three years from its issuance and 3,182 Common Stock Purchase Warrants outside of its 2005 Plan, with each Warrant entitling the holder thereof to purchase at any time beginning from the date of issuance through five years thereafter one share of Common Stock at a price of $9.90 per share. These notes were settled in connection with the Merger.

On May 11, 2009, the Company granted a consultant, as consideration for services on behalf of the Company, a vested warrant with a term of 7 seven years to purchase 11,364 shares of common stock with an exercise price of $3.30 per share. The issuance of this warrant was exempt from registration requirements pursuant to Section 4(2) of the Securities Act of 1933, as amended.

On October 24, 2011, the Company granted Global Maxfin Capital Inc. (“Global”), as consideration for fund raising services on behalf of the Company, a vested warrant with a term of five years to purchase 24,000 shares of common stock with an exercise price of $1.00 per share. The issuance of this warrant was exempt from registration requirements pursuant to Section 4(2) of the Securities Act of 1933, as amended. Using a Black-Sholes Valuation model these warrants had a value of $18,139 which was recorded as syndication costs and deducted from the proceeds of the funds raised by Global.

The following table summarizes information about common stock warrants outstanding at June 30, 2013:

	Outstanding			Exercisable	
Exercise Price	**Number Outstanding**	**Weighted Average Remaining Contractual Life (years)**	**Weighted Average Exercise Price**	**Number Exercisable**	**Weighted Average Exercise Price**
$ 9.90	7,955	0.16	$ 9.90	7,955	$ 9.90
9.90	4,773	0.25	9.90	4,773	9.90
3.30	11,364	2.87	3.30	11,364	3.30
1.00	24,000	3.32	1.00	24,000	1.00
$ 1.00 - $9.90	48,092	2.39		48,092	

Note 15 – Tax

For the six months ended June 30, 2013, the Company had a net operating loss carryforward offset by a valuation allowance and, accordingly, no provision for income taxes has been recorded. In addition, no benefit for income taxes has been recorded due to the uncertainty of the realization of any tax assets. At June 30, 2013, the Company's net operating loss carryfoward was approximately $17,855,000. Our deferred tax asset primarily related to accrued compensation and net operating losses. A 100% valuation allowance has been established due to the uncertainty of the utilization of these assets in future periods. As a result, the deferred tax asset was reduced to zero and no income tax benefit was recorded. The net operating loss carryforward, if not utilized, will begin to expire in 2025.

Section 382 of the Internal Code allows post-change corporations to use pre-change net operating losses, but limit the amount of losses that may be used annually to a percentage of the entity value of the corporation at the date of the ownership change. The applicable percentage is the federal long-term tax-exempt rate for the month during which the change in ownership occurs.

Note 16 – Discontinued Operations

Pursuant to the Merger Agreement, on June 21, 2011, the Company ceased operations of the following entities: Youth Media (BVI) Limited, Youth Media (Hong Kong) Limited, Youth Media (Beijing) Limited and Rebel Crew Films, Inc. Accordingly, the results of operations of these entities are reported as losses from discontinued operations in the condensed consolidated statements of operations.

Results for discontinued operations for the six months ended June 30, 2013 and 2012 are as follows:

	2013	2012
China Youth Media, Inc.	$ -	$ 1,791
Youth Media (Hong Kong)	-	-
Youth Media (Beijing)	-	(823)
Net loss from discontinued operations	$ -	$ 968

Assets and liabilities of discontinued operations were comprised of the following at June 30, 2013 and December 31, 2012:

	2013	2012
Accounts payable and accrued expenses	$ 262,032	$ 262,032
Related party note payable	-	169,984
Convertible note payable	50,000	50,000
Total liabilities	$ 312,032	$ 482,016

Note 17 – Subsequent Events

On July 1, 2013, the Company converted $166,190 of accrued interest on convertible notes payable to principal due on the notes.

On July 12, 2013, the Company, upon conversion of a promissory note dated June 27, 2013, issued 506,920 shares of common stock and 126,730 warrants to purchase common shares to Richard MacPherson, a member of the Company's Board of Directors, pursuant to a notice of conversion received by the Company from Mr. MacPherson to convert a promissory note held by Mr. MacPherson with a principal balance of $252,199 and accrued interest of $1,261 into 506,920 units of the Company, with each unit consisting of one share of common stock of the Company and one warrant to purchase 0.25 additional shares of common stock at $0.75 per share.

On July 12, 2013, the Company, upon conversion of a promissory note dated June 27, 2013, issued 1,234,164 shares of common stock and 308,541 warrants to purchase common shares to Nova Scotia Company, pursuant to a notice of conversion received from Nova Scotia Company to convert a promissory note held by Nova Scotia Company with a principal balance of $614,012 and accrued interest of $3,070 into 1,234,164 units of the Company, with each unit consisting of one share of common stock of the Company and one warrant to purchase 0.25 additional shares of common stock at $0.75 per share.

On July 30, 2013, the Company sold convertible notes and warrants to unaffiliated accredited investors totaling $447,500. The notes are convertible into one share of common stock, par value $0.001 per share, with the initial conversion ratio equal to $0.50 per share. For each dollar invested, the investor received two warrants to purchase one share of common stock of the Company at an exercise price of $0.75 per share. The notes may be converted at any time and from time to time in whole or in part prior to the maturity date thereof. In conjunction with the sale of these notes and warrants, the Company issued ViewTrade Securities, Inc. 134,250 warrants to purchase one share of common stock of the Company at an exercise price of $0.50 per share and 134,250 warrants to purchase one share of common stock of the Company at an exercise price of $0.75 per share. These securities were sold in reliance upon the exemption provided by Section 4(2) of the Securities Act and the safe harbor of Rule 506 under Regulation D promulgated under the Securities Act.

On August 8, 2013, the Company paid the $75,488 to the Bank of North Dakota New Venture Capital Program to payoff the promissory note dated September 13, 2011 and accrued interest through the payoff date.

On August 8, 2013, the Company paid the $75,488 to the Bank of North Dakota Development Fund, Inc. to payoff the promissory note dated September 13, 2011 and accrued interest through the payoff date.

ITEM 2 – MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Background

We are a Development Stage Company that develops and employs patented and proprietary technologies to remove mercury from coal-fired power plant air emissions. The U.S. EPA MATS rule requires that all coal and oil-fired power plants in the U.S., larger than 25MWs, must limit mercury in its emissions to below certain specified levels, according to the type of coal burned and the plant design. In general, MATS requires EGUs to remove about 90% of the mercury from their emissions. Our technology has been shown to be able to achieve mercury removal levels compliant with MATS and at a lower cost and plant impact than the most widely used approach of PAC or BAC injection. As is typical in this market, we are paid by the EGU based on how much of our material is injected to achieve the needed level of mercury removal. Our current client pays and we expect future clients will pay us periodically (monthly or as material is delivered) based on their actual use of our injected material. Clients will use our material whenever their EGUs operate, but they do not operate all the time. EGUs typically are not operated due to maintenance reasons or when the price of power in the market is less than their cost to produce that power. Thus, our revenues from EGU clients will not typically be a consistent stream but will fluctuate, especially seasonally as the market demand for power fluctuates.

Results of Operations

The second quarter of 2013 found the mercury emissions control market continuing to behave much as we expected, with utilities scheduling demonstrations of technologies to find the most cost effective solution for their plant design and coal combinations. Through June of 2013 we have announced five demonstration projects contracted with us to be conducted primarily in the second quarter. We expect more demonstrations to be contracted and performed later this year. We further expect to be successful in these demonstrations and we anticipate long-term supply contracts to eventually be negotiated and signed as a result. For most such contracts we would typically anticipate three year renewable agreements for injections of our mercury emission control materials beginning in 2015 to comply with MATS. Some power plants have state mercury emission limits they must meet now, before all plants must comply with MATS in 2015, and successful demonstrations which lead to supply contracts with such units could provide operating revenues for MEEC in late 2013 and 2014. At least two of our currently contracted demonstrations fall into that category.

Revenues in the second quarter of 2013 from our two large customer units were below our expectations because one of the units shut down in February 2013 for a long maintenance outage and because our technology was able to achieve their current state mercury emissions limit (approximately 50% removal) using even less of our sorbent material than we had anticipated. Both units were down most of the second quarter but should return to service early in the third quarter. In 2015, these units will have to meet the higher EPA MATS rule limits and we expect revenues to be more typical of large units achieving about 90% removal to meet MATS.

Revenues

Sales - We generated revenues of $452,000 and $0 for the quarter ended June 30, 2013 and 2012, respectively and $508,000 and $86,000 for the six months ended June 30, 2013 and 2012, respectively. The majority of this increase was generated during the performance of three demonstrations of our technologies at the power generating stations of a potential customer.

Cost and Expenses

Costs and expenses were $1,404,000 and $751,000 for the quarter ended June 30, 2013 and 2012, respectively and were $2,452,000 and $1,938,000 for the six months ended June 30, 2013 and 2012, respectively. The increase in costs and expenses from the same period in the prior year is primarily attributable the increase in operating expenses discussed below as well as an increase in selling, general and administrative expenses in the six months ended June 30, 2013.

Cost of goods sold were $50,000 and $0 for the quarter ended June 30, 2013 and 2012, respectively and were $79,000 and $67,000 for the six months ended June 30, 2013 and 2012, respectively. The costs in both quarters was for product sold to our commercial customer.

Operating expenses were $421,000 and $27,000 for the quarter ended June 30, 2013 and 2012, respectively and were $450,000 and $40,000 for the six months ended June 30, 2013 and 2012, respectively. The increased costs in 2013 were associated with three demonstrations of our technologies at power generating stations of potential customers.

License Maintenance Fees were $50,000 for the quarter ended June 30, 2013 and 2012 and were $100,000 for the six months ended June 30, 2013 and 2012. The expenses relate to the amortization of the annual maintenance fee for the respective year.

Marketing and development expenses were $91,000 and $60,000 for the quarter ended June 30, 2013 and 2012, respectively and were $181,000 and $123,000 for the six months ended June 30, 2013 and 2012 respectively. The increase in marketing and development expenses during 2013 is primarily attributed to increased technical services related to customer bidding projects and upcoming customer demonstrations.

Selling, general and administrative expenses were $712,000 and $415,000 for the quarter ended June 30, 2013 and 2012, respectively and were $1,343,000 and $863,000 for the six months ended June 30, 2013 and 2012 respectively. The increase in selling, general and administrative expenses during 2013 is primarily attributed to the amortization of the Company's commitment to grant employee stock on January 1, 2014, if employees meet their contractual obligations.

Professional fee expenses were $80,000 and $199,000 for the quarter ended June 30, 2013 and 2012, respectively and were $299,000 and $345,000 for the six months ended June 30, 2013 and 2012 respectively. The decrease in professional fee expenses during 2013 is primarily attributed to costs incurred in the 2012 associated with financial reporting compliance requirements regarding the Reverse Merger in 2011. This decrease was offset by an increase in fees associated with the Company's Intellectual Property during 2013.

Impairment of fixed assets were zero and $400,000 for the six months ended June 30, 2013 and 2012, respectively. Due to the short-term idling of both power units at the Company's commercial customer, the Company recorded an impairment charge against the value of the equipment during the six months ended June 30, 2012.

Net Loss

For the quarter ended June 30, 2013 and 2012 we had a net loss from continuing operations of approximately $1,004,000 and $811,000, respectively and for the six months ended June 30, 2013 and 2012 we had a net loss from operations of approximately $2,120,000 and $1,941,000, respectively. The Company incurred an impairment charge on equipment of $400,000 recorded in the six months ended June 30, 2012 Offsetting this decrease from the prior year were increased costs associated with employee stock grant, costs associated with demonstrations of our technology at potential customers and increased interest expense associated with increased debt from the prior year.

Other Expense

Given our financial constraints and our reliance on financing activities, interest expense related to the financing of capital was $133,000 and $60,000 during the six months ended June 30, 2013 and 2012, respectively. Interest expense related to the financing of capital was $256,000 and $88,000 during the six months ended June 30, 2013 and 2012, respectively.

Taxes

As of June 30, 2013, our deferred tax asset primarily related to accrued compensation and net operating losses. A 100% valuation allowance has been established due to the uncertainty of the utilization of these assets in future periods. As a result, the deferred tax asset was reduced to zero and no income tax benefit was recorded. The net operating loss carryforward will begin to expire in 2025.

Section 382 of the Internal Code allows post-change corporations to use pre-change net operating losses, but limit the amount of losses that may be used annually to a percentage of the entity value of the corporation at the date of the ownership change. The applicable percentage is the federal long-term tax-exempt rate for the month during which the change in ownership occurs.

Liquidity and Capital Resources

Our principal source of liquidity has been cash generated from financing activities. As of June 30, 2013 and December 31, 2012, our cash and cash equivalents were $97,000 and $189,000, respectively. We had a working capital deficit of approximately $1.6 million at June 30, 2013 and $1.8 million at December 31, 2012 and we continue to have recurring losses. Our anticipated cash needs for working capital and capital expenditures for at least the next twelve months is approximately $3 million. In the past, we have primarily relied upon financing activities and loans from related parties to fund our operations. No assurances can be given that the Company can obtain sufficient working capital through financing activities, borrowings or that the continued implementation of its business plan will generate sufficient revenues in the future to sustain ongoing operations. Success in our fund raising efforts is crucial. We are actively seeking sources of additional financing in order to maintain and expand our operations and to fund our debt repayment obligations. Due to these efforts, we could dilute current shareholders and the dilution could be significant. Even if we are able to obtain funding, there can be no assurance that a sufficient level of sales will be attained to fund such operations or that unbudgeted costs will not be incurred. Our current cash flow needs for general overhead, sales and operations is approximately $250,000 per month with additional funds often needed for demonstrations of our technology on potential customer units. With our expected gross margins on customer contracts, we anticipate we will be at break-even on a cash flow basis when our revenues reach approximately $12 million annually. This break-even target is subject to achieving sales at that level with our expected gross margins. No assurance can be made that we will be able to achieve this target.

On May 1, 2013, the Company entered into a letter agreement with ViewTrade Securities Inc. (“ViewTrade”) to act as the Company’s exclusive placement agent in connection with a proposed private placement of equity, debt or equity-linked securities of the Company (“Securities”) as such offering may be amended by the Board of Directors of the Company (the “Private Placement”). The terms of the Securities to be issued pursuant to the Private Placement were agreed to by and between the Company and ViewTrade on June 24, 2013. The gross proceeds of the Private Placement will be up to six million dollars. Under the agreement, which will remain in effect until November 30, 2013, the Company agreed to pay ViewTrade a non-refundable retainer of $35,000, and cash commissions and fees totaling 13 percent of the gross proceeds raised in the Private Placement. The Company must also reimburse ViewTrade for out-of-pocket expenses incurred by ViewTrade in connection with the Private Placement. The Company also agreed to issue cashless warrants with an exercise period of five years to ViewTrade entitling ViewTrade to acquire an amount equal to 15% of value of the securities sold under the same terms as the Private Placement. The letter agreement was amended and restated on June 24, 2013.

In addition, pursuant to an agreement dated as of March 20, 2013, by and among the Company, John Simonelli and Larry Howell, upon the closing of the Private Placement, the Company is required to issue to each of Mr. Simonelli and Mr. Howell, warrants to purchase 500,000 of the Securities issued in the Private Placement, under the same terms as issued to ViewTrade under the agreement. In the event there is a minimum of four million dollars raised in the Private Placement, the agreement contains an obligation by the Company to grant to ViewTrade the right of participation to act as the lead manager or lead placement agent or co-manager or co-placement agent with a minimum of 50% of the economics with respect to any future public or private sale of any securities of the Company or any of its subsidiaries. The agreement contains customary provisions for agreements of its type, including indemnity obligations on the part of the Company. The Company also agreed to pay $75,000 if the Company cancels the agreement under certain conditions.

Total assets were $1.0 million at June 30, 2013 versus $1.2 million at December 31, 2012. The change in total assets is primarily due to the decrease in cash on hand and the depreciation on fixed assets.

Operating activities used $602,000 of cash during the six months ended June 30, 2013 compared to $1,370,000 during the six months ended June 30, 2012. The decrease from the prior year is primarily attributable to the increase in operating liabilities as the Company conserved cash due to decreased financing activities during the six months ended June 30, 2013.

Investing activities used no cash during the six months ended June 30, 2013 and 2012, respectively.

Financing activities provided $510,000 during the six months ended June 30, 2013 primarily from proceeds from the issuance of convertible promissory notes compared to net cash provided by financing activities of $1,592,000 during the six months ended June 30, 2012 from proceeds from the issuance of convertible promissory notes and common stock.

Off-Balance Sheet Arrangements

We do not have any off balance sheet arrangements that are reasonably likely to have a current or future effect on our consolidated financial condition, revenues, results of operations, liquidity or capital expenditures.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial conditions and results of operation are based upon the accompanying consolidated financial statements which have been prepared in accordance with the generally accepted accounting principles in the U.S. The preparation of the condensed consolidated financial statements requires that we make estimates and assumptions that affect the amounts reported in assets, liabilities, revenues and expenses. Management evaluates on an on-going basis our estimates with respect to the valuation allowances for accounts receivable, income taxes, accrued expenses and equity instrument valuation, for example. We base these estimates on various assumptions and experience that we believe to be reasonable. The following critical accounting policies are those that are important to the presentation of our financial condition and results of operations. These policies require management's most difficult, complex, or subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain.

The following critical accounting policies affect our more significant estimates used in the preparation of our consolidated financial statements. In particular, our most critical accounting policies relate to the recognition of revenue, valuation of goodwill, and the valuation of our stock-based compensation.

Revenue Recognition

The Company records revenue from sales in accordance with ASC 605, *Revenue Recognition* ("ASC 605"). The criteria for recognition are as follows:

1. Persuasive evidence of an arrangement exists;

2. Delivery has occurred or services have been rendered;

3. The seller's price to the buyer is fixed or determinable; and

4. Collectability is reasonably assured.

Determination of criteria (3) and (4) will be based on management's judgments regarding the fixed nature of the selling prices of the products delivered and the collectability of those amounts. Provisions for discounts and rebates to customers, estimated returns and allowances, and other adjustments will be provided for in the same period the related sales are recorded.

Stock-Based Compensation

We have adopted the provisions of *Share-Based Payment*, which requires that share-based payments be reflected as an expense based upon the grant-date fair value of those grants. Accordingly, the fair value of each option grant, non-vested stock award and shares issued under our employee stock purchase plan, were estimated on the date of grant. We estimate the fair value of these grants using the Black-Scholes model which requires us to make certain estimates in the assumptions used in this model, including the expected term the award will be held, the volatility of the underlying common stock, the discount rate, dividends and the forfeiture rate. The expected term represents the period of time that grants and awards are expected to be outstanding. Expected volatilities were based on historical volatility of our stock. The risk-free interest rate approximates the U.S. treasury rate corresponding to the expected term of the option. Dividends were assumed to be zero. Forfeiture estimates are based on historical data. These inputs are based on our assumptions, which we believe to be reasonable but that include complex and subjective variables. Other reasonable assumptions could result in different fair values for our stock-based awards. Stock-based compensation expense, as determined using the Black-Scholes option-pricing model, is recognized on a straight-line basis over the service period, net of estimated forfeitures. To the extent that actual results or revised estimates differ from the estimates used, those amounts will be recorded as a cumulative adjustment in the period that estimates are revised.

ITEM 3 – QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

ITEM 4 – CONTROLS AND PROCEDURES

Under the supervision and with the participation of our management, including the principal executive officer ("PEO") and principal financial officer ("PFO"), we have evaluated the effectiveness, the design and operations of our disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) of the Exchange Act) as of the end of the period covered by this report. Based on that evaluation, the PEO and the PFO determined that as of June 30, 2013, the Company's disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

There have been no changes in the Company's internal control over financial reporting during the six months ended June 30, 2013 that have materially affected or are reasonably likely to materially affect the Company's internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1 – LEGAL PROCEEDINGS

MEEC is not currently involved in any litigation.

ITEM 1a – RISK FACTORS

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

ITEM 2 – UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

From April 5th through May 10, 2013, the Company sold convertible notes to unaffiliated accredited investors totaling $405,000. The notes are convertible into units, where each unit consists of: (i) one share of common stock of the Company, par value $0.001 per share, and (ii) a warrant to purchase 0.25 shares of common stock of the Company at an exercise price of $0.75 per share. The initial conversion ratio shall be equal to $0.50 per unit. The notes may be converted at any time and from time to time in whole or in part prior to the maturity date thereof. These securities were sold in reliance upon the exemption provided by Section 4(2) of the Securities Act and the safe harbor of Rule 506 under Regulation D promulgated under the Securities Act. No advertising or general solicitation was employed in offering the securities, the sales were made to a liited number of persons, all of whom represented to the Company that they are accredited investors, and transfer of the securities is restricted in accordance with te requirements of the Securities Act.

ITEM 3 – DEFAULT UPON SENIOR SECURITIES

Not applicable.

ITEM 4 – MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5 – OTHER INFORMATION

Not applicable

ITEM 6 – EXHIBITS

Exhibit Number	Description
10.1*	Amended and restated letter agreement between ViewTrade Securities, Inc. and Midwest Energy Emissions Corp dated June 24, 2013
31.1*	Certification by Chief Executive Officer, required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act
31.2*	Certification by Chief Financial Officer, required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act
32.1*	Certification by Chief Executive Officer, required by Rule 13a-14(b) or Rule 15d-14(b) of the Exchange Act and Section 1350 of Chapter 63 of Title 18 of the United States Code
32.2*	Certification by Chief Financial Officer, required by Rule 13a-14(b) or Rule 15d-14(b) of the Exchange Act and Section 1350 of Chapter 63 of Title 18 of the United States Code
101*(1)	The following financial information from our Quarterly Report on Form 10-Q for the six months ended June 30, 2013 formatted in Extensible Business Reporting Language (XBRL): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Cash Flows, and (v) Notes to Consolidated Financial Statements

* Filed herewith.

(1) In accordance with Rule 406T of Regulation S-T, the XBRL information in Exhibit 101 to this quarterly report on Form 10-Q shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (“Exchange Act”), or otherwise subject to the liability of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

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 thereunto duly authorized.

MIDWEST ENERGY EMISSIONS CORP.

Dated: August 14, 2013	By: */s/ R. Alan Kelley* R. Alan Kelley Chief Executive Officer (Principal Executive Officer)
Dated: August 14, 2013	By: */s/ Richard H. Gross* Richard H. Gross Chief Financial Officer (Principal Financial Officer)

EXHIBIT 10.1

June 24, 2013

Mr. R. Alan Kelley

President

Midwest Energy Emissions Corp.

500 West Wilson Bridge Road Suite 140

Worthington, Ohio 43085

RE: Sale of Securities

Dear Mr. Kelley,

This amended and restated letter agreement ("Restated Agreement") hereby amends and restates in its entirety the agreement, dated as of May 1, 2013, (the "Original Letter Agreement")by and between Midwest Energy Emissions Corp., a Company with its principal executive offices located at the address stated above (together with its affiliates and subsidiaries, the "**Company**") and ViewTrade Securities, Inc., a Company with its principal executive offices located at 7280 W Palmetto Park Rd # 105, Boca Raton, FL 33433 (together with its affiliates and subsidiaries, "**ViewTrade"** or the "**Placement Agent**"), and in connection with this Restated Agreement, the Company hereby engages ViewTrade to act as the Company's exclusive Placement Agent in connection with the proposed private placement of equity, debt or equity-linked securities (the "**Securities**") of the Company and as such offering may be amended by the Board of Directors of the Company (the "**Offering**"). The terms of the Securities to be issued pursuant to the Offering will be substantially in the form to be agreed to by and between the Company and ViewTrade with one or more Accredited Investors (defined below). The gross proceeds of the Offering are currently contemplated to be up to six million dollars ($6,000,000).

Your acceptance (indicated by your signature below) of this letter agreement (the "**Agreement**") will confirm the terms of the engagement between the Placement Agent and the Company.

1) **Appointment.** Subject to the terms and conditions of this Agreement, the Company hereby retains the Placement Agent, and the Placement Agent hereby agrees to act, as the Company's exclusive Placement Agent in connection with the Offering. As Placement Agent for the Offering, ViewTrade will advise and assist the Company in identifying and assisting the Company in issuing directly or indirectly (in the case of a broker dealer or similar entity) the Securities to, one or more individuals, entities (including but not limited to funds and broker dealers) who are Accredited Investors ("**Investors**") in the Offering. Accredited Investors shall have the meaning given to such term in Regulation D of the Securities Act of 1933. Additionally, it is hereby agreed that there will be an escrow account opened to accept funds from Investors and such escrow account shall be mutually agreed upon by the Company and ViewTrade (Escrow Account).

2) **Information.**

(a) The Company recognizes that, in completing its engagement hereunder, the Placement Agent will be using and relying on publicly available information and on data, material and other information furnished to Placement Agent by the Company or the Company's affiliates and agents. The Company will cooperate with ViewTrade and furnish, and cause to be furnished, to ViewTrade, any and all information and data concerning the Company, its subsidiaries and the Offering that ViewTrade deems appropriate, including, without limitation, the Company's acquisition plans and plans for raising capital or additional financing that is reasonably requested by ViewTrade (the "**Information**"), including a private placement memorandum, if any currently exists (the "**Private Placement Materials**"). The Company represents and warrants that all Information and Private Placement Materials, including, but not limited to, the Company's financial statements, will be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading.

(b) It is further agreed that ViewTrade will conduct a due diligence investigation of the Company and the Company will reasonably cooperate with such investigation as a condition of ViewTrade's obligations hereunder. The Company recognizes and confirms that the Placement Agent: (i) will use and rely primarily on the Information, the Private Placement Materials and information available from generally recognized public sources in performing the services contemplated by this letter without having independently verified the same; (ii) will be authorized as the Placement Agent to transmit to any prospective investors a copy or copies of any of the following materials approved in advance by the Company: the Private Placement Materials, forms of subscription documents and any other legal documentation supplied to the Placement Agent for transmission to any prospective investors by or on behalf of the Company or by any of the Company's officers, representatives or agents, in connection with the performance of the Placement Agent's services hereunder or any transaction contemplated hereby; (iii) does not assume responsibility for the accuracy or completeness of the Information or the Private Placement Materials and such other information, if any provided to the Investors; (iv) will not make an appraisal of any assets of the Company or the Company generally; and (v) retains the right to continue to perform due diligence of the Company, its business and its officers and directors during the course of the engagement.

(c) Until the date that is two years from the date hereof, ViewTrade will keep all information obtained from the Company confidential except: (i) Information which is otherwise publicly available, or previously known to or obtained by, ViewTrade independently of the Company and without breach of any of ViewTrade's agreements with the Company or, to the knowledge of ViewTrade without breach of a third parties obligation of confidentiality owed to the Company; (ii) ViewTrade may disclose such information to its officers, directors, employees, agents and representatives, and to its other advisors and financial sources on a need to know basis only and will ensure that all such persons will keep such information strictly confidential. No such obligation of confidentiality shall apply to information that: (i) is in the public domain as of the date hereof or hereafter enters the public domain without a breach by ViewTrade, (ii) was known or became known by ViewTrade prior to the Company's disclosure thereof to ViewTrade, other than by breach of ViewTrade's obligation of confidentiality owed to the Company, (iii) becomes known to ViewTrade from a source other than the Company, and other than by the breach of an obligation of confidentiality owed to the Company, (iv) is disclosed by the Company to a third party without restrictions on its disclosure, (v) is independently developed by ViewTrade or (vi) is required to be disclosed by ViewTrade or its officers, directors, employees, agents, attorneys and to its other advisors and financial sources, pursuant to any order of a court of competent jurisdiction or other governmental body, (including FINRA and the SEC) or as may otherwise be required by law.

(d) The Company recognizes that in order for ViewTrade to perform properly its obligations in a professional manner, the Company will keep ViewTrade informed of and, to the extent practicable, permit ViewTrade to participate in meetings and discussions between the Company and any third party relating to the matters covered by the terms of ViewTrade's engagement. If at any time during the course of ViewTrade's engagement, the Company becomes aware of any material change in any of the information previously furnished to ViewTrade; it will promptly advise ViewTrade of the change.

3) **Compensation.** Following the execution of this Agreement, the Company shall pay to the Placement Agent $35,000 by check or wire transfer as a non refundable retainer for advising and assisting the Company with preparation for the financing and the Placement Agent's expenses as follows: $20,000 within 5 days of entering into this Agreement and $15,000 no later than 30 days from entering into this Agreement. As compensation for services rendered and to be rendered hereunder by the Placement Agent, the Company agrees to pay the Placement Agent the following fees in consideration of the services rendered by the Placement Agent in connection with the Offering:

a) The Company agrees to pay the Placement Agent a commission, cash fee payable upon each instance when monies are disbursed from the Escrow Account to the Company, for purchases of Securities and ViewTrade for their respective fees as defined below of the transaction contemplated by this Agreement ("**Closing**") equal to seven percent (7%) of the gross proceeds received by the Company (the "**Commission Fee**").

b) The Company also agrees to pay the Placement Agent a corporate finance fee payable in cash upon each Closing equal to three percent (3%) of the gross proceeds received by the Company at each Closing ("**Corporate Finance Fee**").

c) The Company shall also credit an amount equal to three percent (3%) of the gross proceeds received by the Company on each Closing as a non-accountable expense allowance ("**Expense Allowance**").

d) The Company shall deliver a warrant to the Placement Agent (the "**Agent Warrant**") equal to 15% of the Securities issued in the Offering. Such Agent Warrant will be issued at each Closing and shall provide, among other things, that the Agent Warrant shall (i) be exercisable at an exercise price equal to the price of the Securities (or the exercise price of the Securities) issued to the Investors in the Offering (ii) expire five (5) years from the date of issuance, (iii) contain standard anti-dilution protection and such other anti-dilution protection provided to the Investors, (iv) contain provisions for cashless exercise and (vi) include such other terms as are normal and customary for warrants of this type.

e) The Company will reimburse the Placement Agent in a timely manner for all reasonable out-of-pocket expenses relating to the Offering, including, but not limited to, printing, road show, travel, due diligence, virtual data room, background checks and other related expenses, provided however, that any single expense item in excess of $1,000 must be approved in advance in writing by the Company. Such reimbursements shall be made at the time of Closing and shall be deducted from the gross proceeds of such Closing.

4) **Business Development Fee.** In the case of any business development transaction by the Company including but not limited to a sales contract, joint venture, distribution agreement, licensing agreement, or other similar business development transaction, ("Business Development Fee or BDF") consummated by the Company or subsidiaries, during the period ending two years from the termination of this Agreement in which the Advisor during the term of this Agreement introduced the other party to the Company, the Company will pay to the Advisor a fee equal to what is commercially customary for such BDF.

5) **Term of Engagement.**

a) This Agreement will remain in effect until November 30, 2013 during which either party shall have the right to terminate this Agreement upon 48 hour prior written notice to the other. The date of termination of this Agreement is referred to herein from time to time as the "Termination Date." The period of time during which this Agreement remains in effect is referred to herein from time to time as the "Term". If, within two years after the Termination Date, the Company completes any private financing of equity or debt or other capital raising activity of the Company (other than the exercise by any person or entity of any options, warrants or other convertible securities other than the warrants issued pursuant to this Agreement) with any of the Investors who were first introduced to the Company in connection with the financing contemplated hereby by ViewTrade, the Company will pay to ViewTrade upon the closing of such financing the compensation set forth in Sections 3(a), 3(b), 3(c) and 3 (d) as a "Source Fee". The Placement Agent shall supply a list of investors it introduced to the Company no later than 30 days from the termination of the Offering contemplated in this Agreement.

b) Notwithstanding anything herein to the contrary, subject to the two year limitation described in the preceding paragraph, the obligation to pay the compensation and expenses described in Section 3, this Section 5, Sections 6 -17 and all of Exhibit A attached, hereto (the terms of which are incorporated by reference hereto), will survive any termination or expiration of this Agreement. The termination of this Agreement shall not affect the Company's obligation to pay fees to the extent provided for in Section 3 herein and shall not affect the Company's obligation to reimburse the expenses accruing prior to such termination to the extent provided for herein. All such fees and reimbursements due shall be paid to the Placement Agent within 10 business days of the Termination Date (in the event such fees and reimbursements are earned or owed as of the Termination Date) or upon the closing of the Offering or any applicable portion thereof (in the event such fees are due pursuant to the terms of Section 3 hereof).

6) **Right of Cancellation.** The Company has right to terminate this agreement at any time, with advanced notice of 48 hours. If the Company terminates this agreement (a) within 60 days from the date both parties agree in writing to proposed terms for the Offering, evidenced by a mutually executed term sheet (Commencement Date) or (b) after a minimum of one million dollars is raised in the Offering the Company shall pay the Placement Agent a fee of $75,000 ("Termination Fee") within 5 working days of such termination. The Placement Agent shall not be entitled to any Termination Fee if the Placement Agent terminates this agreement.

7) **Right of Participation.** In the event there is a minimum of four million dollars of Securities sold in the Offering, excluding Securities sold to purchasers that were introduced to Viewtrade by Arthur Greenberg Jr., a current shareholder of the Company or Christopher Greenberg, a current member of the Board of Directors and shareholder of the Company, the Company agrees that for a period of twenty four (24) months from the date of the final Closing of the Offering, ViewTrade shall have a right of participation to act as the lead manager or lead placement agent or co-manager or co-placement agent with a minimum of 50% of the economics with respect to any public or private sale of any securities of the Company or any of its subsidiaries. In connection with such right, the Company covenants and agrees to furnish ViewTrade in writing with the terms and conditions of any bona fide proposed private or public sale of securities to be made by the Company or any of its subsidiaries, and the name and address of such person, entity, representative, broker or dealer proposing to effectuate such sale, together with all compensation terms. ViewTrade shall have the right within twenty (20) days from such notification by the Company to notify the Company whether ViewTrade will exercise its right to affect such proposed financing. In the event ViewTrade declines to exercise its right of participation, such action shall only relate to the financing and terms and conditions contained in the specific notice furnished to ViewTrade and not to any other proposed future financing.

8) **Certain Placement Procedures.** The Company and the Placement Agent each represents to the other that it has not taken, and the Company and the Placement Agent each agrees with the other that it will not take any action, directly or indirectly, so as to cause the Offering to fail to be entitled to rely upon the exemption from registration afforded by Section 4(2) of the Securities Act of 1933, as amended (the "**Act**"). In effecting the Offering, the Company and the Placement Agent each agrees to comply in all material respects with applicable provisions of the Act and any regulations thereunder and any applicable state laws and requirements. The Company agrees that any representations and warranties made by it to any Investor in the Offering shall be deemed also to be made to the Placement Agent for its benefit. The Company agrees that it shall cause any opinion of its counsel delivered to any Investors in the Offering also to be addressed and delivered to the Placement Agent, or to cause such counsel to deliver to the Placement Agent a letter authorizing it to rely upon such opinion.

9) **Indemnification.** The Company agrees to indemnify the Placement Agent and the Placement Agent agrees to indemnify the Company, in each case in accordance with the indemnification and other provisions attached to the Agreement as Exhibit A (the "**Indemnification Provisions**"), which provisions are incorporated herein by reference and shall survive the termination or expiration of the Agreement.

10) **Other Activities.** The Company acknowledges that ViewTrade has been, and may in the future be, engaged to provide services as an underwriter, placement agent, finder, advisor and investment banker to other companies in the industry in which the Company is involved. Subject to the confidentiality provisions of ViewTrade contained in Section 2 hereof, the Company acknowledges and agrees that nothing contained in this Agreement shall limit or restrict the right of ViewTrade or of any member, manager, officer, employee, agent or representative of ViewTrade, to be a member, manager, partner, officer, director, employee, agent or representative of, investor in, or to engage in, any other business, whether or not of a similar nature to the Company's business, nor to limit or restrict the right of ViewTrade to render services of any kind to any other corporation, firm, individual or association; provided that ViewTrade and any of its member, manager, officer, employee, agent or representative shall not use the Information to the detriment of the Company. ViewTrade may, but shall not be required to, present opportunities to the Company.

11) **Governing Law; Jurisdiction; Waiver of Jury Trial.** This Agreement will be governed as to validity, interpretation, construction, effect and in all other respects by the internal law of the State of Florida. The Company and ViewTrade each agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the state of Florida waives any objection to the venue of any such suit, action or proceeding, and the right to assert that such forum is an inconvenient forum, and irrevocably consents to the jurisdiction of the Florida in any such suit, action or proceeding. Each of the Company and ViewTrade further agrees to accept and acknowledge service of any and all process that may be served in any such suit, action or proceeding in Florida and agree that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process in any such suit, action or proceeding. The parties hereby expressly waive all rights to trial by jury in any suit, action or proceeding arising under this Agreement.

12) **Securities Law Compliance.** The Company, at its own expense, will use its best efforts to obtain any registration or qualification required to sell any Securities under the Blue Sky laws of any applicable jurisdictions.

13) **Representations and Warranties of the Company and ViewTrade.** The Company and ViewTrade each respectively represent and warrant that: (a) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) this Agreement has been duly authorized and executed and constitutes a legal, valid and binding agreement of such party enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby does not conflict with or result in a breach of (i) such party's certificate of incorporation or by-laws or (ii) any agreement to which such party is a party or by which any of its property or assets is bound.

14) **Representations and Warranties of Placement Agent.** Placement Agent is entering into this Agreement with the Company and Placement Agent's performance of the services do not and will not conflict with or result in any breach or default under any other agreement to which Placement Agent is subject. Placement Agent is, and at all times during the term of this Agreement shall be, a broker-dealer registered with the United States Securities and Exchange Commission. Placement Agent shall perform the services in compliance with all applicable federal, state, and local laws and regulations, including, but not limited to, the Securities Act of 1933, as amended and any applicable state securities laws or laws of any foreign jurisdiction.

15) **Parties; Assignment; Independent Contractor.** This Agreement has been and is made solely for the benefit of ViewTrade and the Company and each of the persons, agents, employees, officers, directors and controlling persons referred to in Exhibit A and their respective heirs, executors, personal representatives, successors and assigns, and nothing contained in this Agreement will confer any rights upon, nor will this Agreement be construed to create any rights in, any person who is not party to such Agreement, other than as set forth in this paragraph. The rights and obligations of either party under this Agreement may not be assigned without the prior written consent of the other party hereto and any other purported assignment will be null and void. ViewTrade has been retained under this Agreement as an independent contractor, and it is understood and agreed that this Agreement does not create a fiduciary relationship between ViewTrade and the Company or their respective Boards of Directors. ViewTrade shall not be considered to be the agent of the Company for any purpose whatsoever and ViewTrade is not granted any right or authority to assume or create any obligation or liability, express or implied, on the Company's behalf, or to bind the Company in any manner whatsoever.

16) **Validity.** In case any term of this Agreement will be held invalid, illegal or unenforceable, in whole or in part, the validity of any of the other terms of this Agreement will not in any way be affected thereby.

17) **Counterparts.** This Agreement may be executed in counterparts and each of such counterparts will for all purposes be deemed to be an original, and such counterparts will together constitute one and the same instrument.

18) **Notices.** All notices will be in writing and will be effective when delivered in person or sent via facsimile and confirmed by letter, to the party to whom it is addressed at the following addresses or such other address as such party may advise the other in writing:

To the Company: R. Alan Kelley
Midwest Energy Emissions Corp.
500 West Wilson Bridge Road
Suite 140
Worthington, Ohio 43085

To ViewTrade: Douglas K. Aguililla
ViewTrade Securities, Inc.
7280 W. Palmetto Park Rd. #105
Boca Raton, FL 33433

19) **Best Efforts Engagement for Capital Raising.** It is expressly understood and acknowledged that ViewTrade's engagement for the Offering does not constitute any commitment, express or implied, on the part of ViewTrade or of any of its affiliates to purchase or place the Company's securities or to provide any type of financing and that the Offering will be conducted by ViewTrade on a "best efforts" basis.

20) **Press Announcements.** The Company agrees that ViewTrade shall, upon a successful transaction, subject to applicable law, have the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Company hereunder, provided that ViewTrade shall submit a copy of any such advertisement to the Company for its approval, such approval not to be unreasonably withheld, conditioned or delayed.

[**Signature Page Follows**]

If the terms of our engagement as set forth in this letter are satisfactory to you, please sign and date the enclosed copy of this letter and return it to us.

MIDWEST ENERGY EMISSIONS CORPORATION	**VIEWTRADE SECURITIES INCORPORATED**
By: */s/ R. Alan Kelley*	By: */s/ Douglas K. Aquililla*
R. Alan Kelley	Douglas K. Aguililla
President	Director, Investment Banking

[**Signature Page to Placement Agent Agreement**]

Exhibit A

INDEMNIFICATION PROVISIONS

In the performance of its services, the Placement Agent shall be obligated to act only in good faith, and shall not be liable to the Company for errors in judgment not the result of gross negligence or willful misconduct. The Company shall indemnify and hold harmless the Placement Agent against any and all liabilities, claims, lawsuits, including any and all awards and/or judgments to which it may become subject under the Securities Act of 1933, (the “Act”), the Securities Exchange Act of 1934, as amended (the “1934 Act”) or any other federal or state statute, at common law or otherwise, insofar as said liabilities, claims and lawsuits (including costs, expenses, awards and/or judgments) arise out of, or are in connection with the services rendered by the Placement Agent or any transactions in connection with this Agreement, except for any liabilities, claims and lawsuits (including awards and/or judgments), arising out of gross negligence, willful misconduct or willful omissions of the Placement Agent. In addition, the Company shall also indemnify and hold harmless the Placement Agent against any and all reasonable costs and expenses, including reasonable counsel fees, incurred relating to the foregoing.

The Placement Agent shall give the Company prompt notice of any such liability, claim or lawsuit which the Placement Agent contends is the subject matter of the Company’s indemnification and the Company thereupon shall be granted the right to take any and all necessary and proper action, at its sole cost and expense, with respect to such liability, claim and lawsuit, including the right to settle, compromise and dispose of such liability, claim or lawsuit, excepting there from any and all proceedings or hearings before any regulatory bodies and/or authorities.

The Placement Agent shall indemnify and hold the Company harmless against any and all liabilities, claims and lawsuits, including any and all awards and/or judgments to which it may become subject under the Act, the 1934 Act or any other federal or state statute, at common law or otherwise, insofar as said liabilities, claims and lawsuits (including costs, expenses, awards and/or judgments) arise out of, or are based upon gross negligence, willful misconduct or willful omissions of the Placement Agent. In addition, the Placement Agent shall also indemnify and hold the Company harmless against any and all reasonable costs and expenses, including reasonable counsel fees, incurred relating to the foregoing.

The Company shall give the Placement Agent prompt notice of any such liability, claim or lawsuit which the Company contends is the subject matter of the Placement Agent’s indemnification and the Placement Agent thereupon shall be granted the right to take any and all necessary and proper action, at its sole cost and expense, with respect to such liability, claim and lawsuit, including the right to settle, compromise or dispose of such liability, claim or lawsuit, excepting there from any and all proceedings or hearings before any regulatory bodies and/or authorities.

EXHIBIT 31.1

CERTIFICATION

I, R. Alan Kelley, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Midwest Energy Emissions Corp.;

2. Based on my knowledge, this report does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonable likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 14, 2013

By: */s/ R. Alan Kelley*

R. Alan Kelley
Chief Executive Officer

(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Richard H. Gross, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Midwest Energy Emissions Corp.;

2. Based on my knowledge, this report does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonable likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 14, 2013

By: */s/ Richard H. Gross*
Richard H. Gross,
Chief Financial Officer

(Principal Financial Officer)

EXHIBIT 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Midwest Energy Emissions Corp. (the “Company”) on Form 10-Q for the period ended June 30, 2013, as filed with the Securities and Exchange Commission (the “Report”), the undersigned certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of the undersigned’s knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 14, 2013

By: */s/ R. Alan Kelley*
R. Alan Kelley
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Midwest Energy Emissions Corp. (the "Company") on Form 10-Q for the period ended June 30, 2013, as filed with the Securities and Exchange Commission (the "Report"), the undersigned certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of the undersigned's knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 14, 2013

By: *_/s/ Richard H. Gross_*
Richard H. Gross,
Chief Financial Officer

(Principal Financial Officer)