

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported) **June 27, 2013**

MIDWEST ENERGY EMISSIONS CORP.

(Exact name of registrant as specified in its charter)

Commission file number **000-33067**

Delaware

(State or other jurisdiction of incorporation)

87-0398271

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

**500 West Wilson Bridge Road, Suite
140 Worthington, Ohio**

(Address of principal executive offices)

43085

(Zip Code)

Registrant's telephone number, including area code: **(701) 757-1066**

Not applicable

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

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 MacPherson, into 12% Convertible Promissory Notes (the "Notes"). Immediately prior to this conversion, MacPherson assigned and transferred \$614,012.00 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 MacPherson of \$337,022.35 (the "MacPherson Debt"). Under the Conversion Agreement the Nova Scotia Company converted the Nova Scotia Debt into \$614,012.00 of Notes of the Company and MacPherson converted \$252,199.00 of the MacPherson Debt into \$252,199.00 of the Notes of the Company, which shall be due and payable on the third anniversary of the date of issue, 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 MacPherson agreed to forgive \$80,656.00 on the MacPherson Debt. The remaining balance of \$4,167.35 and accrued interest on the MacPherson advances through June 26, 2013 in the amount of \$216,182 will continue to be carried on the books of the Company and remain a liability due to MacPherson. The remaining principal balance bears interest at 9% per annum, has no fixed terms of repayment and is unsecured.

In addition, on June 30, 2013 the Company entered into a Conversion Agreement with Jay Rifkin, a director of the Company. Pursuant to the Conversion Agreement the Company converted advances payable from Rifkin into Notes. Rifkin converted \$169,894.00 into \$169,894.00 of the Notes of the Company, which shall be due and payable on the third anniversary of the date of issue, 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. The accrued interest on the Rifkin Advances through June 26, 2013 in the amount of \$31,318 will continue to be carried on the books of the Company and remain a liability due to Rifkin. This amount has no fixed terms of repayment and is unsecured.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
99.1	Conversion Agreement dated June 27, 2013 with Richard MacPherson and 3253517 Nova Scotia Limited
99.2	Conversion Agreement dated June 30, 2013 with Jay Rifkin

SIGNATURES

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

Midwest Energy Emissions Corp.

Date: July 3, 2013

By: /s/ Richard H Gross

Richard H. Gross
Chief Financial Officer

CONVERSION AGREEMENT

THIS AGREEMENT is made as of June 27, 2013, by and among MIDWEST ENERGY EMISSIONS CORP., a Delaware corporation (the "Company"), RICHARD MACPHERSON, an individual ("MacPherson"), and 3253517 NOVA SCOTIA LIMITED, a Nova Scotia corporation (the "Nova Scotia Company").

THE PARTIES AGREE AS FOLLOWS:

1. As of the date hereof, the Company has advances payable totaling \$951,034.35 in principal to MacPherson, which advances bear interest at 9.0% per annum, have no fixed terms of repayment and are unsecured (the "Advances"). Immediately prior hereto, MacPherson assigned and transferred \$614,012.00 all of his interest in the principal owing on the Advances to the Nova Scotia Company (the "Nova Scotia Debt"), leaving a balance of the principal due and owing to MacPherson of \$337,022.35 (the "MacPherson Debt").

2. The Nova Scotia Company hereby agrees to convert the Nova Scotia Debt into \$614,012.00 of 12% Convertible Promissory Notes (the "Notes") of the Company, and MacPherson hereby agrees to convert \$252,199.00 of the MacPherson Debt into \$252,199.00 of the Notes of the Company, which Notes have the same terms as the offering currently being made to certain investors of the Company pursuant to confidential private offering information of the Company, a copy of which has been provided to the Subscriber, and which Notes shall be due and payable on the third anniversary of the date of issue, 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, and shall contain such other terms and conditions as set forth therein. In addition to the foregoing, MacPherson hereby agrees, with respect to the remaining balance of \$84,823.35 on the MacPherson Debt, that (i) \$80,656.00 of the remaining debt is hereby forgiven, discharged and cancelled, and (ii) \$4,167.35 will continue to be carried on the books of the Company and remain a liability due to MacPherson but will no longer accrue interest after the date hereof. It is also agreed that accrued interest on the Advances through the date hereof will continue to be carried on the books of the Company and remain a liability due to MacPherson.

3. Subject to the completion by each of the Nova Scotia Company and MacPherson of the appropriate Subscription Agreement and Investor Questionnaire, the Company hereby agrees to issue the Notes to the Nova Scotia Company in the aggregate principal amount of \$614,012.00 and issue the Notes to MacPherson in the aggregate principal amount of \$252,199.00.

4. This Agreement is binding upon and inures to the benefit of the parties hereto and to their respective heirs, executors, administrators, legal representatives, successors and assigns.

5. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of a facsimile or electronic signature shall be deemed to constitute delivery of an original signature.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

MIDWEST ENERGY EMISSIONS CORP.

By: /s/ Richard H Gross
Name: Richard H Gross
Title: Chief Financial Officer

/s/ Richard MacPherson
RICHARD MACPHERSON

3253517 NOVA SCOTIA LIMITED

By: /s/ Richard MacPherson
Name: Richard MacPherson
Title: President

CONVERSION AGREEMENT

THIS AGREEMENT is made as of June 30, 2013, by and among MIDWEST ENERGY EMISSIONS CORP., a Delaware corporation (the "Company"), JAY RIFKIN, an individual ("Rifkin").

THE PARTIES AGREE AS FOLLOWS:

1. As of the date hereof, the Company has advances payable totaling \$169,984.00 in principal to Rifkin, which advances bear interest at 9.0% per annum, have no fixed terms of repayment and are unsecured (the "Advances").
2. Rifkin hereby agrees to convert the entire principal owing on the Advances in the amount of \$169,984.00 into \$169,984.00 of 12% Convertible Promissory Notes (the "Notes") of the Company which have the same terms as an offering currently being made available to certain investors of the Company pursuant to confidential private offering information of the Company, a copy of which has been provided to the Subscriber, and which Notes shall be due and payable on the third anniversary of the date of issue, 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, and shall contain such other terms and conditions as set forth therein.
3. Subject to the Subscriber's completion of the appropriate Subscription Agreement and Investor Questionnaire, the Company hereby agrees to issue the Notes to the Subscriber in the aggregate principal amount of \$169,984.00. Accrued interest on the Advances through the date hereof will continue to be carried on the books of the Company and remain a liability due to Subscriber.
4. This Agreement is binding upon and inures to the benefit of the parties hereto and to their respective heirs, executors, administrators, legal representatives, successors and assigns.
5. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of a facsimile or electronic signature shall be deemed to constitute delivery of an original signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

MIDWEST ENERGY EMISSIONS CORP.

By: /s/ Richard H Gross
Name: Richard H Gross
Title: Chief Financial Officer

/s/ Jay Rifkin
Jay Rifkin

