

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported) **January 24, 2022**

MIDWEST ENERGY EMISSIONS CORP.

(Exact name of registrant as specified in its charter)

Commission file number **000-33067**

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>87-0398271</u> (I.R.S. Employer Identification No.)
<u>1810 Jester Drive Corsicana, Texas</u> (Address of principal executive offices)	<u>75109</u> (Zip Code)

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

None

(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))

Securities registered pursuant to Section 12(b) of the Act: None.

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

On January 24, 2022, and effective as of December 31, 2021, Midwest Energy Emissions Corp. (the “Company”), along with its wholly-owned subsidiary, MES, Inc., entered into Amendment No. 1 (the “Amendment”) to the Debt Repayment and Exchange Agreement with AC Midwest Energy LLC (“AC Midwest”) which was entered into on June 1, 2021 and which will repay all existing secured and unsecured debt obligations presently held by AC Midwest (the “Debt Repayment Agreement”). Pursuant to the Amendment, the closing date deadline for completing the transactions contemplated by the Debt Repayment Agreement has been extended to June 30, 2022.

The foregoing description of the Amendment is qualified in its entirety by the full text of such document which is filed as Exhibit 10.1 to this report and incorporated by reference into this Item 1.01.

Item 8.01 Other Events.

On January 26, 2022, the Company issued a press release announcing that it has entered into the Amendment. A copy of the press release is included as Exhibit 99.1 to this report.

Item 9.01 Financial Statements and Exhibits.

Exhibit Number	Description
<u>10.1*</u>	<u>Amendment No. 1 to Debt Repayment and Exchange Agreement among Midwest Energy Emissions Corp., MES, Inc. and AC Midwest Energy LLC dated as of January 24, 2022</u>
<u>99.1*</u>	<u>Press release dated January 26, 2022</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

SIGNATURES

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

Midwest Energy Emissions Corp.

Date: January 27, 2022

By: /s/ David M. Kaye

David M. Kaye
Secretary

**AMENDMENT NO. 1 TO
DEBT REPAYMENT AND EXCHANGE AGREEMENT**

This **AMENDMENT NO. 1 TO DEBT REPAYMENT AND EXCHANGE AGREEMENT**, dated as of January 24, 2022 (the “Amendment”), and effective as of December 31, 2021 (the “Effective Date”), is executed among Midwest Energy Emissions Corp., a Delaware corporation, (the “Borrower”), MES, Inc., a North Dakota corporation and wholly owned subsidiary of the Borrower (the “Guarantor”), and AC Midwest Energy LLC, a Delaware limited liability company (the “Lender”).

RECITALS

WHEREAS, the Borrower, Guarantor and Lender entered into a Debt Repayment and Exchange Agreement, dated as of June 1, 2021 (the “Debt Repayment Agreement”);

WHEREAS, the closing under the Debt Repayment Agreement is subject to, among other things, the completion of an offering of Equity Interests resulting in net proceeds of at least US \$12,000,000 by December 31, 2021 (the “Qualifying Offering”);

WHEREAS, the Borrower and Guarantor have requested, and the Lender is agreeable to, an extension of time for the completion of the Qualifying Offering.

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

1. Recitals. The foregoing recitals are hereby made a part of this Amendment.

2. Definitions. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Debt Repayment Agreement.

3. Conditions to Closing. Section 4.1(a) of the Debt Repayment Agreement is hereby amended and restated in its entirety to read as follows:

“(a) Borrower shall have completed an offering of Equity Interests resulting in net proceeds of at least US \$12,000,000 by June 30, 2022 (the “Qualifying Offering”).”

4. Termination. Section 7.1 of the Debt Repayment Agreement is hereby amended and restated in its entirety to read as follows:

“7.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, at any time prior to the Closing Date:

(a) by mutual written agreement of the Credit Parties and the Lender; or

(b) by either the Credit Parties or the Lender upon notification to the non-terminating party by the terminating party if the Closing has not transpired on or before June 30, 2022.”

5. References to Debt Repayment Agreement. On and after the Effective Date, each reference in the Debt Repayment Agreement to “this Agreement”, “hereunder”, “hereof”, or words of like import, shall mean and be a reference to the Debt Repayment Agreement as amended hereby.

6. Representations and Warranties. The Credit Parties hereby represent and warrant that: (a) the representations and warranties set forth in Article 5, of the Debt Repayment Agreement, and any Transaction Document executed and delivered in connection with the Restated Financing Agreement, are true and correct in all material respects on and as of the date hereof (other than any such representation or warranty which is made as of a specified date, which representation or warranty is true and correct in all material respects as of such specified date); and (b) as of the date hereof, no Event of Default (or event or circumstance that, with the passage of time, the giving of notice, or both, would become an Event of Default) has occurred and is continuing under the Notes.

7. Reaffirmation of Guaranty. Guarantor hereby expressly: (a) consents to the execution by the Borrower and the Lender of this Amendment; (b) acknowledges that the Obligations include all of the obligations and liabilities owing from the Borrower to the Lender, including, but not limited to, the obligations and liabilities of the Borrower to the Lender under and pursuant to the Debt Repayment Agreement as amended by this Amendment, and as may be further amended from time to time, and the Secured Note, as may be modified, extended or replaced from time to time, (c) reaffirms, assumes and binds itself in all respects to all of the obligations, liabilities, duties, covenants, terms and conditions that are contained in the Debt Repayment Agreement as amended by this Amendment, (d) agrees that all such obligations and liabilities under the Debt Repayment Agreement as amended by this Amendment, shall continue in full force and that the execution and delivery of this Amendment, and its acceptance by, the Lender shall not in any manner whatsoever (i) impair or affect the liability of Guarantor to the Lender under the Debt Repayment Agreement as amended by this Amendment, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against Guarantor pursuant to the Debt Repayment Agreement as amended by this Amendment, or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by Guarantor under the Debt Repayment Agreement as amended by this Amendment.

8. Release. The Credit Parties represent and warrant that they are not aware of any claims or causes of action against the Lender or any of its affiliates, or their respective successors or assigns, and that they have no defenses, offsets or counterclaims with respect to any Obligations owed by the Credit Parties to the Lender. Notwithstanding this representation and as further consideration for the agreements and understandings herein, each of the Credit Parties, on behalf of themselves and their employees, agents, executors, heirs, successors and assigns, do hereby release the Lender, its predecessors, officers, directors, employees, agents, attorneys, affiliates, subsidiaries, successors and assigns, from any liability, claim, right or cause of action which now exists or hereafter arises as a result of acts, omissions or events occurring on or prior to the date hereof, whether known or unknown, including but not limited to claims arising from or in any way related to the Obligations, the Debt Repayment Agreement, the Transaction Documents or the business relationship between any of the Credit Parties and the Lender, and any claims asserted or which could have been asserted by any of the Credit Parties in connection with the Obligations, the Debt Repayment Agreement, this Amendment or any other Transaction Document.

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

10. Full Force and Effect. Except as amended hereby, the Debt Repayment Agreement shall remain in full force and effect, is hereby ratified and confirmed in all respects and all of the other terms and provisions of the Debt Repayment Agreement are incorporated herein by reference.

[Intentionally left blank.

Signature page follows.]

IN WITNESS WHEREOF, each party has caused its signature page to this Amendment No. 1 to Debt Repayment and Exchange Agreement to be duly executed as of the date first written above.

BORROWER:

MIDWEST ENERGY EMISSIONS CORP.

By: /s/ Richard MacPherson

Name: Richard MacPherson

Its: Chief Executive Officer

GUARANTOR:

MES, INC.

By: /s/ Richard MacPherson

Name: Richard MacPherson

Its: Chief Executive Officer

LENDER:

AC MIDWEST ENERGY LLC

By: /s/ Samir Patel

Name: Samir Patel

Its: Manager

[Signature Page to Amendment No. 1 to Debt Repayment and Exchange Agreement]

**ME₂C® Environmental Announces Debt Repayment Agreement
Extension with Alterna Capital Partners**

Agreement with Major Lending Partner Extended to Support Timing of Planned Near-Term Uplisting

CORSICANA, TX, January 26, 2022 -- Midwest Energy Emissions Corp. (OTCQB: MEEC) ("ME₂C Environmental" or the "Company"), a leading environmental technologies firm, today announced that it has entered into an agreement with AC Midwest Energy LLC ("Alterna"), an affiliate of Alterna Capital Partners, a registered investment advisor, which extends the closing date deadline for the debt repayment agreement with Alterna, previously announced in June 2021. The agreement will repay all existing secured and unsecured debt obligations presently held by Alterna. The original terms of the agreement remain consistent with a new closing date of no later than June 30, 2022.

"As a long-term holder of MEEC stock, the extension agreement reached with Alterna, shows this partner's increased interest in the value of our company and strategic growth initiatives," said Richard MacPherson, Chief Executive Officer of ME₂C Environmental. "Alterna's agreement to accept a significant portion of the debt in equity, rather than a cash payment, is a testament to their confidence in our ability to move forward successfully."

"We are thankful for the support of our long-term shareholders and excited for our path forward as we move into 2022," concluded MacPherson.

The completion of the transaction described herein with Alterna is subject to various closing conditions.

About ME₂C® Environmental

ME₂C Environmental is a leading environmental technologies company developing and delivering patented and proprietary solutions to the global power industry. ME₂C Environmental's leading-edge services have been shown to achieve emissions removal at a significantly lower cost and with less operational impact than currently used methods, while maintaining and/or increasing power plant output and preserving the marketability of byproducts for beneficial use. ME₂C Environmental is a trade name of Midwest Energy Emissions Corp. For more information, please visit www.me2cenvironmental.com.

Safe Harbor Statement

With the exception of historical information contained in this press release, content herein may contain "forward-looking statements" that are made pursuant to the Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995. 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. These statements are based on management's current expectations and are subject to uncertainty and changes in circumstances. Investors are cautioned that forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from the statements made. 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, capacity factor fluctuations of power plant operations and power demands, 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, availability of capital and any major litigation regarding ME₂C Environmental. In addition, this release contains time-sensitive information that reflects management's best analysis only as of the date of this release. ME₂C Environmental does not undertake any obligation to publicly update or revise any forward-looking statements to reflect future events, information or circumstances that arise after the date of this release. Further information concerning issues that could materially affect financial performance related to forward-looking statements contained in this release can be found in ME₂C Environmental's periodic filings with the Securities and Exchange Commission.

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