

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13D  
(RULE 13D-101)

INFORMATION TO BE INCLUDED IN STATEMENTS  
FILED PURSUANT TO RULE 13D-1(A) AND AMENDMENTS  
THERE TO FILED PURSUANT TO RULE 13-2(A)

(AMENDMENT NO. \_\_\_\_\_) \*

Pacific Ethanol, Inc.

-----  
(Name of Issuer)

Common Stock, \$.001 par value per share

-----  
(Title of Class of Securities)

69423U 10 7

-----  
(CUSIP Number)

Ryan Turner, Chief Operating Officer, 5711 N. West Avenue, Fresno, CA 93711  
(559) 435-1771

-----  
(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

March 23, 2005

-----  
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. | |

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

(continued on following pages)  
(Page 1 of 8 Pages)

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\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 69423U 10 7

SCHEDULE 13D

Page 2 of 8

Exhibit A

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1 NAMES OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS (ENTITIES ONLY)

SOUTHERN COUNTIES OIL CO., a California limited partnership  
Tax ID No. 33-0488996

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\* (a) |X|  
(b) | |

3 SEC USE ONLY

4 SOURCE OF FUNDS  
OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEM 2(d) OR 2(e) | |

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
California

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	1,500,000
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	1,500,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
1,500,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES | |

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
5.4% (1)

14 TYPE OF REPORTING PERSON  
PN

(1) The number of outstanding shares for purposes of this calculation consists  
of 27,721,985 shares outstanding as of March 23, 2005.

1 NAMES OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS (ENTITIES ONLY)  
FRANK P. GREINKE

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\* (a) |X|  
(b) | |

3 SEC USE ONLY

4 SOURCE OF FUNDS  
OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) | |

6 CITIZENSHIP OR PLACE OF ORGANIZATION

California

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	0	
	8	SHARED VOTING POWER
	1,500,000	
	9	SOLE DISPOSITIVE POWER
	0	
	10	SHARED DISPOSITIVE POWER
	1,500,000	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,500,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES | |

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.4% (1)

14 TYPE OF REPORTING PERSON

IN

(1) The number of outstanding shares for purposes of this calculation consists of 27,721,985 shares outstanding as of March 23, 2005.

CUSIP No. 69423U 10 7

SCHEDULE 13D

Page 4 of 8

ITEM 1. SECURITY AND ISSUER.

The securities that are the subject of this statement consist of common stock, \$.001 par value per share, of Pacific Ethanol, Inc., a Delaware corporation formerly known as Accessity Corp. (the "Issuer"). The names and the address of the principal executive officers of the Issuer are as follows:

Principal Executive Officers: Neil M. Koehler, Chief Executive Officer and President  
Ryan Turner, Chief Operating Officer and Secretary  
William G. Langley, Chief Financial Officer

Address: Pacific Ethanol, Inc.  
5711 N. West Avenue  
Fresno, CA 93711

ITEM 2. IDENTITY AND BACKGROUND.

(a) This Schedule 13D is filed by the following person and entity (collectively referred to herein as the "Reporting Persons"):

- (i) Southern Counties Oil Co., a California limited partnership ("SCOC")
- (ii) Frank P. Greinke, an individual resident of the State of

California ("Greinke")

(b) The address for the Reporting Persons is:

Southern Counties Oil Co.  
1800 W. Katella, Suite 400  
Orange, CA 92863-4159

(c) The principal business of SCOC is the distribution of fuel and fuel management. The principal occupation of Greinke is the Chief Executive Officer of Southern Counties Oil Co., a California corporation which is the general partner of SCOC.

(d) - (e) During the last five years neither of the Reporting Persons has, (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction where as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) SCOC is a California limited partnership.  
Greinke is a citizen of the United States.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

As described in Item 4 below, SCOC acquired its shares of common stock of the Issuer by way of a share exchange transaction, with the consideration for SCOC's acquisition of shares of Issuer common stock being SCOC's shares of common stock of Pacific Ethanol, Inc., a California corporation ("PEI California"). The disclosures set forth in Item 4 are incorporated herein by reference.

CUSIP No. 69423U 10 7

SCHEDULE 13D

Page 5 of 8

ITEM 4. PURPOSE OF TRANSACTION.

On March 23, 2005, the Issuer completed a share exchange transaction (the "Share Exchange Transaction") with the shareholders of PEI California and the holders of the membership interests of each of Kinergy Marketing, LLC, an Oregon limited liability company ("Kinergy"), and ReEnergy, LLC, a California limited liability company ("ReEnergy"), pursuant to which the Issuer acquired all of the issued and outstanding capital stock of PEI California and all of the outstanding membership interests of Kinergy and ReEnergy.

The Issuer's predecessor, Accessity Corp., a New York corporation, entered into a Share Exchange Agreement dated as of May 14, 2004, as amended on July 30, 2004, October 1, 2004, January 7, 2005, February 16, 2005 and March 3, 2005 with PEI California, Kinergy, ReEnergy and the holders of the capital stock and membership interests thereof.

Prior to the consummation of the Share Exchange Transaction, Accessity reincorporated in the State of Delaware under the name "Pacific Ethanol, Inc" through a merger of Accessity with and into its then-wholly-owned Delaware subsidiary named Pacific Ethanol, Inc., which was formed for the purpose of effecting the reincorporation (the "Reincorporation Merger"). In connection with the Reincorporation Merger, the shareholders of Accessity became stockholders of the Issuer and the Issuer succeeded to the rights, properties and assets and assumed the liabilities of Accessity. Also in connection with the Reincorporation Merger, the former shareholders of Accessity became the shareholders of the Issuer and holders of options and warrants to acquire shares common stock of Accessity became holders of options and warrants of the Issuer.

In the Share Exchange Transaction, PEI California shareholders received one share of the Issuer's common stock for each share of PEI California common stock they owned, the sole limited liability company member of Kinergy received 38,750 shares of the Issuer's common stock for each one percent of outstanding limited liability company interest he owned, and the limited liability company members of ReEnergy received 1,250 shares of the Issuer's common stock for each one percent of outstanding limited liability company interest they owned. In addition, holders of options and warrants to acquire shares of common stock of PEI California became holders of warrants to acquire an equal number of shares

of the Issuer's common stock.

Except as described in Item 4, neither of the Reporting Persons has any plans or proposals that relate to or would result in: (i) the acquisition of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) any extraordinary corporate transaction; (iii) any sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (iv) any change in the present board of directors or management of the Issuer; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's business or corporate structure; (vii) any changes in the Issuer's charter, bylaws or instruments corresponding thereto, or other actions which may impede the acquisition of control of the Issuer by any person; (viii) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934; or (x) any action similar to any of those enumerated above.

CUSIP No. 69423U 10 7

SCHEDULE 13D

Page 6 of 8

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) The Reporting Persons beneficially own 1,500,000 shares of common stock of the Issuer, which equals approximately 5.4% of the outstanding shares of common stock of the Issuer as of March 23, 2005.

(b) The Reporting Persons have shared voting and dispositive power as to the 1,500,000 shares.

(c) Other than as described above in Item 4, neither of the Reporting Persons has effected any transactions in the Issuer's common stock during the past 60 days.

(d) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

SCOC is a party to that certain Voting Agreement (the "Voting Agreement") dated October 27, 2003 by and among SCOC and William L. Jones and Maurine Jones, husband and wife, Ryan Turner and Wendy Turner, husband and wife, and Andrea Jones, an individual, each of whom is also a shareholder of the Issuer (collectively, the "Shareholders"). Such Voting Agreement provides that the Shareholders must vote no less than 1,700,001 of their collective shares (the "Allocated Shares") in favor of Frank P. Greinke's candidacy as a member of the Issuer's (formerly PEI California's) Board of Directors. Mr. Greinke is the Chief Executive Officer of Southern Counties Oil Co., a California corporation and SCOC's general partner, and is also a director of the Issuer. The Shareholders have the exclusive right to vote the Allocated Shares as they wish with regard to all other matters. The Voting Agreement also provides that the Shareholders may not transfer the Allocated Shares without the written consent of SCOC. SCOC consented to the transfer of the Allocated Shares in connection with the Share Exchange Transaction described in Item 4 above.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

- 2.1 Agreement and Plan of Merger dated March 23, 2005 between the Company and Accessity Corp. (1)
- 2.2 Share Exchange Agreement dated as of May 14, 2004 by and among Accessity Corp., Pacific Ethanol, Inc., Kinergy Marketing, LLC, ReEnergy, LLC and the other parties named therein (1)
- 2.3 Amendment No. 1 to Share Exchange Agreement dated as of July 29, 2004 by and among Accessity Corp., Pacific Ethanol, Inc., Kinergy Marketing, LLC, ReEnergy, LLC and the other parties named therein (1)
- 2.4 Amendment No. 2 to Share Exchange Agreement dated as of October 1, 2004 by and among Accessity Corp., Pacific Ethanol, Inc.,

Kinergy Marketing, LLC, ReEnergy, LLC and the other parties named therein (1)

- 2.5 Amendment No. 3 to Share Exchange Agreement dated as of January 7, 2005 by and among Accessity Corp., Pacific Ethanol, Inc., Kinergy Marketing, LLC, ReEnergy, LLC and the other parties named therein (1)

CUSIP No. 69423U 10 7

SCHEDULE 13D

Page 7 of 8

- 2.6 Amendment No. 4 to Share Exchange Agreement dated as of February 16, 2005 by and among Accessity Corp., Pacific Ethanol, Inc., Kinergy Marketing, LLC, ReEnergy, LLC and the other parties named therein (1)
- 2.7 Amendment No. 5 to Share Exchange Agreement dated as of March 3, 2005 by and among Accessity Corp., Pacific Ethanol, Inc., Kinergy Marketing, LLC, ReEnergy, LLC and the other parties named therein (1)
- 9.1 Voting Agreement dated as of October 27, 2003 by and among Southern Counties Oil Co., a California limited partnership, William L. Jones and Maurine Jones, Ryan Turner and Wendy Turner, and Andrea Jones
- (1) Filed as an exhibit to the Issuer's current report on Form 8-K for March 23, 2005 and incorporated herein by reference.

CUSIP No. 69423U 10 7

SCHEDULE 13D

Page 8 of 8

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

March 31, 2005

-----  
(Date)

SOUTHERN COUNTIES OIL CO.,  
a California limited partnership

By: SOUTHERN COUNTIES OIL CO., a California  
corporation, its General Partner

By: /s/ Frank P. Greinke

-----  
Frank P. Greinke, Chief Executive Officer

## VOTING AGREEMENT

(PACIFIC ETHANOL, INC.)

THIS VOTING AGREEMENT ("Agreement") is made and entered into effective as of October 27th, 2003 (the "Effective Date"), by and among (i) SOUTHERN COUNTIES OIL CO., a California. Limited Partnership ("SCOC"), (ii) WILLIAM C. JONES and MAURINE JONES, husband and wife ("Jones"), (iii) RYAN W. TURNER and WENDY TURNER, husband and wife ("Turner"), and ANDREA JONES, a single woman ("Andrea" and together with Jones and Turner, the "Shareholders"). SCOC and the Shareholders are sometimes collectively referred to herein as the "Parties" or singularly as a "Party."

## RECITALS:.

1. Immediately prior to the Effective Date, Jones owned six million (6,000,000) shares of the issued and authorized common stock of Pacific Ethanol, Inc, (the "Corporation"), Turner and Andrea each owned one million five hundred thousand shares (1,500,000) of the issued and authorized common stock of the Corporation, and SCOC owned no shares of the issued and authorized common stock of the Corporation.

2. Pursuant to the terms of that certain Stock Purchase Agreement. dated October 27, 2003 (the "Stock Purchase Agreement"), by and, among (i) SCOC as buyer, and (ii) the Shareholders, as sellers, SCOC purchased one million two hundred thousand (1,200,000) shares of the issued and authorized common stock of the Corporation from Jones, one hundred fifty thousand (150,000) shares of the issued and authorized common stock of the Corporation from Turner, and one hundred fifty thousand (150,000) shares of the issued and authorized. common stock of the Corporation from Andrea.

3. As of the Effective Date, Jones owns four million eight hundred thousand (4,800,000) shares of the issued and authorized common stock of the Corporation (the "Jones Shares"), Turner owns one million three hundred fifty thousand (1,350,000) shares of the issued and authorized common stock of the Corporation (the "Turner Shares"), Andrea owns one million three hundred fifty thousand (1,350,000) shares of the issued and authorized common stock of the Corporation (the "Andrea Shares" and together with the Jones Shares. and the Turner Shares, the "Shareholders' Shares), and SCOC owns one million five hundred thousand (1,500,000) shares of the issued and authorized common stock of the Corporation (the "SCOC Shares").

4. Pursuant to the terms of the Stock Purchase Agreement, and as a condition precedent to SCOC's purchase of the SCOC Shares, the Shareholders agreed to subject a certain number of the Shareholders' Shares to the terms of a written agreement with SCOC whereby SCOC's principal, FRANK P. GREINKE ("Greinke"), could be assured that those shares would be voted in favor of Greinke being elected to the Board of Directors of the Corporation until certain specified conditions were met.

5. As of the Effective Date; the Corporation has issued no more than sixteen million (16,000,000) shares of its authorized common stock (the "Issued Shares"). Further, as of the Effective Date, the Bylaws of the Corporation provide for a five (5) member Board of Directors and, in accordance with Section 708(a) of the California Corporations Code, authorize cumulative voting by the shareholders of the Corporation;

6. Based on both the number of the Issued Shares and the size of the Corporation's Board of Directors, a candidate for the Board of Directors of the Corporation need only have three million two hundred thousand one (3,200,001) shares of the outstanding common stock of the Corporation cumulatively voted in his or her favor to ensure that candidate's election to the Board of Directors of the Corporation.

7. The Parties now desire to memorialize their understanding with respect to the Shareholders' obligation to cumulatively vote a portion of the Shareholders' Shares in favor of Greinke being elected to the Board of Directors of the Corporation, pursuant to the terms and subject to the conditions set

forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, the Parties hereby agree as follows:

1. DESIGNATION OF THE ALLOCATED SHARES. Until such time as this Agreement is terminated in accordance with the provisions of Section 7, the Parties hereby agree that the Shareholders shall be obligated to vote no less than one million seven hundred thousand one (1,700,001) shares of the Shareholders' Shares (the "Allocated Shares") on a cumulative basis in favor of Greinke's candidacy as a member of the Board of Directors of the Corporation. The Parties agree that the stock certificate(s) representing the Allocated Shares shall not bear any legend referring to this Agreement; provided, however, that a duplicate copy of this Agreement is filed with the Secretary of the Corporation and this Agreement is agreed to and acknowledged by the Corporation as provided below.

2. RESTRICTIONS ON TRANSFER. To accomplish the purposes of this Agreement, until such time as this Agreement is terminated in accordance with the provisions of Section 7, the Shareholders shall not transfer, sell, assign, hypothecate, encumber, or alienate the Allocated Shares, without the express written consent of SCOC, which consent shall not be unreasonably withheld or delayed; provided, SCOC may condition such consent on the transferor executing a written acceptance of the terms and conditions of this Agreement. Notwithstanding the foregoing, the Allocated Shares may be transferred at any time among or between the Shareholders and/or trusts for the exclusive benefit of the Shareholders; provided, prior to such transfer, such permitted transferees' execute a written acceptance in a form reasonably satisfactory to SCOC of all of the terms and conditions of this Agreement. A duplicate copy of any such written acceptance shall be filed with the Secretary of the Corporation.

3. VOTING OF ALLOCATED SHARES. Until such time as this Agreement is terminated in accordance with the provisions Section 7, the Shareholders shall have the exclusive right to vote the Allocated Shares or give written consent, in person or by proxy, at all meetings of the shareholders of the Corporation, and in all proceedings in which the vote or written consent of shareholders may be required or authorized by law. Notwithstanding the foregoing, until such time as this Agreement is terminated in accordance with the provisions of Section 7, the Shareholders shall be required to vote the Allocated Shares on a cumulative basis in favor of Greinke being elected to the Corporation's Board of Directors. Except as is otherwise specifically set forth above, the Shareholders shall have the exclusive right to vote the Allocated Shares or give written consent, in person or by proxy, on all other matters that the shareholders of the Corporation are required to vote.

-2-

4. SHAREHOLDER'S RIGHTS. Except as otherwise specifically provided in this Agreement, including, but not limited to, the restrictions on transfer provided in Section 2 of this Agreement, the Shareholders shall have all the rights, powers, and privileges of a shareholder of the Corporation that would otherwise be available to the holder of the Allocated Shares. The Shareholders shall possess and in their discretion shall be entitled to exercise in person or by nominee, agent, attorney in fact, or proxy, all rights and powers of an absolute owner and holder of the Allocated Shares, including the right to vote, assent, or consent with respect thereto and to take part in and consent to any corporate or shareholders' action of any kind whatsoever, and to receive distributions with respect to those shares. The right of the Shareholders to vote, assent, or consent shall include, without limitation, the right to vote in favor of or in opposition to any dissolution or proposed dissolution, liquidation, or reorganization of the Corporation, or a sale of all or substantially all of its assets, or the issuance or creation of additional classes of securities, or any action of any character whatsoever which may be presented at any meeting or require the consent of shareholders of the Corporation.

5. DIVIDENDS. Throughout the term of this Agreement, the Shareholders shall be entitled to receive any cash or stock dividends declared by the Corporation in connection with the Allocated Shares.

6. CHANGE IN CIRCUMSTANCES. If at any time during the term of this



Agreement, either the number of members of the Board of Directors of the Corporation is decreased or the number of outstanding shares of the common stock of the Corporation exceeds sixteen million (16,000,000) shares, then the Parties agree that the number of the Allocated Shares shall be increased accordingly to ensure that the Allocated Shares, when voted on a cumulative basis together with the SCOC Shares, are sufficient to elect Greinke to the Board of Directors of the Corporation.

7. EXPIRATION OR TERMINATION OF AGREEMENT. This Agreement will expire ten (10) years after the Effective Date, without notice by or to, or action on the part of, the Parties. In addition, this Agreement shall be terminated at an earlier date upon the occurrence of any one of the following events:

- (a) Greinke's death or permanent incapacity;
- (b) A court determination that Greinke is incompetent;
- (c) The mutual written consent of the Parties;
- (d) SCOC sells or otherwise assigns any of the SCOC Shares to someone other than Greinke's spouse, a direct descendent of Greinke or his spouse, or a trust held for the exclusive benefit of Greinke, his spouse and/or his direct descendents; or

-3-

- (e) The Corporation elects to convert its outstanding Series A Cumulative Convertible Redeemable Preferred Stock to common stock of the Corporation.

8. MERGER OR CONSOLIDATION. If the Corporation is merged into or consolidated with another corporation, or all or substantially all of the assets of the Corporation are transferred to another corporation, then the term "Corporation" will be construed to include the successor corporation; and the Parties hereby agree that any shares of the successor corporation received by the Shareholders as a result of the Shareholders' ownership of the Allocated Shares shall be subject to the same obligations as the Allocated Shares were subject to under this Agreement before the merger, consolidation, or transfer.

9. RELATIONSHIP OF PARTIES. This Agreement is not intended to create and shall not be deemed to create, a general partnership, limited partnership, joint venture, corporation, or joint stock company or association. The rights of the Parties shall be limited to those conferred upon them by this Agreement.

10. REMEDIES. The Parties shall have all the remedies available to them for breach of this Agreement by law or in equity. The Parties further agree that in addition to all other remedies available at law or in equity, the Parties shall be entitled to specific performance of the obligations of each Party to this Agreement and immediate injunctive relief. The Parties also agree and that if an action is brought in equity to enforce a Party's obligations, the other Party will argue, as a defense, that there is an adequate remedy at law.

11. COSTS AND EXPENSES. Each Party shall pay his own attorneys' fees and other costs in negotiating and preparing this Agreement.

12. TIME. Time is of the essence of this Agreement and all of its provisions.

13. EFFECT OF HEADINGS. The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties pertaining to the voting of the Allocated Shares, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with regard thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties to this Agreement.

15. WAIVER. A waiver of any breach of this Agreement by any Party to this Agreement shall not constitute a continuing waiver, or a waiver of any



Ryan and Wendy Turner  
1567 West Robinwood  
Fresno, California 93711

Andrea Jones  
1 3rd Street, NE, Apt. 7  
Washington, D.C. 20002-7301

With a copy to: Carl R. Refuerzo, Esq.  
Baker, Manock & Jensen  
5260 N. Palm Avenue, Suite 421  
Fresno, California 93704

A Party or other designated recipient may change its address and/or facsimile number by notifying the Parties and other designated-recipients of its new address and/or facsimile number in accordance with the procedures set forth in this Section 21.

22. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties to this Agreement agree that venue for any litigation arising under this Agreement shall be in the County of Fresno, State of California, if instituted in the State courts, or the Eastern District of California (Fresno), if instituted in the Federal courts.

23. FURTHER ACTION. Each of the Parties to this Agreement shall perform all further acts, and shall execute, acknowledge, and deliver any other documents, which maybe reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

24. CONSTRUCTION. All words used in this Agreement, shall be construed to include the plural as well as the singular number, and vice versa; words used in this Agreement in the present tense shall include the future as well as the present; and words used in this Agreement in the masculine gender shall include the feminine-and neuter genders, whenever the context so requires.

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

(Signatures appear on following page.)

-6-

"JONES"

/s/ William Jones

-----  
WILLIAM JONES

/s/ Maurine Jones

-----  
MAURINE JONES

"TURNER"

/s/ Ryan W. Turner

-----  
RYAN W. TURNER

/s/ Wendy Turner

-----  
WENDY TURNER

"ANDREA"

/s/ Andrea Jones

-----  
ANDREA JONES

"SCOC"

SOUTHERN COUNTIES OIL CO.,  
A CALIFORNIA LIMITED PARTNERSHIP

By: /s/ Frank P. Greinke

-----  
Name: FRANK P. GREINKE  
Title: Chief Executive Officer of  
General Partner

(Signatures continue on following page.)

-7-

AGREED TO AND ACKNOWLEDGED:

PACIFIC ETHANOL, INC.,  
a California corporation

By: /s/ Ryan Turner

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Name: Ryan Turner  
Title: Chief Operating Officer  
Date: October 27, 2003

-8-