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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 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) February 25, 2005  
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ACCESSITY CORP.

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(Exact name of registrant as specified in its charter)

New York 0-21467 11-2750412  
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(State or other jurisdiction (Commission (IRS Employer  
of incorporation) File Number) Identification No.)

3200 University Drive, Suite 201  
Coral Springs, FL 33065  
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(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (954) 752-6161  
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12514 West Atlantic Boulevard  
Coral Springs, FL 33071  
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(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 March 3, 2005, the Registrant entered into the First Amendment to the Employment Agreement (the "First Amendment") with Barry Siegel extending the term of the initial Employment Agreement dated January 30, 2002 for the period January 1, 2005 through December 31, 2007. The First Amendment is filed herein

as Exhibit 10.1.

On March 3, 2005, the Registrant entered into the Second Amendment to the Employment Agreement (the "Second Amendment") with Philip Kart extending the term of the initial Employment Agreement dated February 22, 2002 for the period January 1, 2005 through December 31, 2005. The Second Amendment is filed herein as Exhibit 10.2.

ITEM 1.02 TERMINATION OF A MATERIAL DEFINITIVE AGREEMENT.

In May 2002, we entered into a lease for our corporate headquarters, where we were the sole occupant of the building at 12514 West Atlantic Boulevard, Coral Springs, Florida, 33071. The space consisted of approximately 7,300 square feet of office space. The lease commenced in October 2002, and was for a five and a half year term. This property was owned and operated by B & B Lakeview Realty Corp., two shareholders, Barry Siegel and Ken Friedman, are members of the Company's Board of Directors and a third, Barry J. Spiegel, was formerly a member of the Board of Directors.

Pursuant to a Lease Termination Agreement dated February 25, 2005 the "Lease Termination Agreement"), at the Company's request, the Landlord agreed to sell the building and permit us to terminate this lease on January 14, 2005, in exchange for the Company reimbursing the Landlord for the prepayment penalty that the Landlord incurred due to the early pay off of its mortgage loan equal to approximately \$25 Thousand. These fees paid to the Landlord equaled far less than the Company's liabilities pursuant to the lease. The Lease Termination Agreement is filed herein as Exhibit 10.3.

ITEM 3.01 NOTICE OF DELISTING OR FAILURE TO SATISFY A CONTINUED LISTING RULE OR STANDARD; TRANSFER OF LISTING.

The Company received a Nasdaq Staff Determination dated February 7, 2005, indicating that the Company had failed to meet the annual meeting requirement as set forth in Nasdaq Marketplace Rule 4350(e) and that its securities are, therefore, subject to delisting from The Nasdaq SmallCap Market. The Company requested a hearing before the Nasdaq Listing Qualifications Panel to review the Staff Determination which stayed the delisting process. The Company held on February 28, 2005 its Annual Meeting of Shareholders. This press release is filed herein as Exhibit 99.1.

On March 2, 2005 Nasdaq informed the Company that since holding its Annual Meeting of Shareholders on February 28, 2005, it is in full compliance with all Nasdaq requirements for continued listing on the Nasdaq SmallCap Market and therefore, the hearing scheduled for March 10, 2005 before the Nasdaq Listing Qualifications Panel has been deemed moot and the hearing file has been closed. This press release is filed herein as Exhibit 99.2.

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ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(c) List of Exhibits  
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- 10.1 First Amendment to the Employment Agreement dated March 3, 2005 between the Registrant and Barry Siegel
- 10.2 Second Amendment to the Employment Agreement dated March 3, 2005 between the Registrant and Philip Kart.
- 10.3 Lease Termination Agreement dated February 25, 2005 between Accessity Corp. and B & B Lakeview Realty Corp.
- 99.1 Press release dated February 28, 2005 entitled: "ACCESSITY HOLDS ANNUAL MEETING OF SHAREHOLDERS AND PASSES ALL PROPOSALS RELATED TO THE SHARE EXCHANGE AGREEMENT"
- 99.2 Press release dated March 2, 2005 entitled: "NASDAQ

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SIGNATURES  
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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.

Accessity Corp.

By: /s/ Barry Siegel  
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Name: Barry Siegel  
Title: Chairman of the Board,  
President and Chief  
Executive Officer

Date: March 3, 2005

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INDEX OF EXHIBITS  
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- 10.3 Lease Termination Agreement dated February 25, 2005 between Accessity Corp. and B & B Lakeview Realty Corp.
- 99.1 Press release dated February 28, 2005 entitled: "ACCESSITY HOLDS ANNUAL MEETING OF SHAREHOLDERS AND PASSES ALL PROPOSALS RELATED TO THE SHARE EXCHANGE AGREEMENT"

99.2 Press release dated March 2, 2005 entitled: "NASDAQ  
TERMINATES DELISTING ACTION, ACCESSITY TO REMAIN LISTED ON  
THE NASDAQ SMALLCAP MARKET"

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FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This FIRST AMENDMENT dated March 3, 2005, of the EMPLOYMENT AGREEMENT (the "Agreement") dated January 30, 2002 by and between Accessity Corp., f/k/a DriverShield Corp. f/k/a driversshield.com Corp., a New York corporation with an address at 12514 West Atlantic Blvd, Coral Springs, Florida 33071 (the "Company"), and Barry Siegel, residing at \_\_\_\_\_ (the "Executive").

W I T N E S S E T H  
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WHEREAS, the Company desires to amend the Employment Agreement under which the Executive is employed by it and render services to it, and Executive is willing to amend the Employment Agreement under which he is so employed and wishes to continue to render such services to the Company, all on the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term  
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The Term of this Agreement shall be extended for an additional three (3) years commencing on January 1, 2005 and terminating on December 31, 2007 (the "Expiration Date"), unless earlier terminated under the terms and conditions herein (the "Employment Term").

2. Other terms and conditions.  
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All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

ACCESSITY CORP.

BARRY SIEGEL

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

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SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This SECOND AMENDMENT dated March 3, 2005, of the EMPLOYMENT AGREEMENT (the "Agreement") dated February 22, 2002 by and between Accessity Corp., f/k/a DriverShield Corp. f/k/a driversshield.com Corp., a New York corporation with an address at 12514 West Atlantic Blvd, Coral Springs, Florida 33071 (the "Company"), and Phil Kart, residing at \_\_\_\_\_ (the "Executive").

W I T N E S S E T H  
- - - - -

WHEREAS, the Company desires to amend the Employment Agreement under which the Executive is employed by it and render services to it, and Executive is willing to amend the Employment Agreement under which he is so employed and wishes to continue to render such services to the Company, all on the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term  
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The Term of this Agreement shall be extended for an additional twelve (12) months commencing on January 1, 2005 and terminating on December 31, 2005 (the "Expiration Date"), unless earlier terminated under the terms and conditions herein (the "Employment Term").

2. Other terms and conditions.  
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All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

ACCESSITY CORP.

PHILIP KART

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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LEASE TERMINATION AGREEMENT

This Lease Termination Agreement by and between Accessity Corp., a New York corporation, (the "Tenant") and B&B Lakeview Realty Corp., a Florida corporation, (the "Landlord").

W I T N E S S E T H:  
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WHEREAS, the Tenant and Landlord have previously entered into a lease for the premises located at 12514 West Atlantic Blvd, Coral Springs, Florida 33071 (the "Lease"), and

WHEREAS, the Tenant wishes to terminate the Lease and the Landlord has agreed to terminate the Lease, and

WHEREAS, the Landlord has agreed to terminate the Lease and sell the building containing the premises, and

WHEREAS, in consideration for the Landlord to terminate the Lease, the Tenant has agreed to pay the prepayment penalty fee charged by the Landlord's mortgagee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Landlord acknowledges payment by the Tenant to the Landlord of: (a) the prepayment fee charged by the Landlord's mortgagee evidenced in the mortgagee's Payoff Statement attached herein and (b) all rents pursuant to the Lease through January 14, 2005.
2. The Landlord and the Tenant hereby agree to terminate the Lease effective January 14, 2005 and release each other from all further obligations under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination Agreement as of the date written below.

ACCESSITY CORP.

B&B LAKEVIEW REALTY CORP.

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

NEWS RELEASE

FOR IMMEDIATE RELEASE.....

ACCESSITY CONTACT: CHARLES R. HOLCOMB  
(954) 752-6161 EXT. 241

CORPORATE WEB ADDRESS: WWW.ACCESSITYCORP.COM

ACCESSITY HOLDS ANNUAL MEETING OF SHAREHOLDERS AND PASSES ALL  
PROPOSALS RELATED TO THE SHARE EXCHANGE AGREEMENT

Coral Springs, FL, February 28, 2005...ACCESSITY CORP. [NASDAQ SMALLCAP: ACTY] reported today that the Company held its Annual Meeting of Shareholders and passed all proposals voted upon the shareholders, including all proposals related to the Share Exchange Agreement between Accessity Corp., Pacific Ethanol, Inc., Kinergy Marketing, LLC and ReEnergy, LLC. Approval of these proposals will permit the Company to move forward with this transaction should all other conditions precedent be met.

Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995

THIS NEWS RELEASE INCLUDES FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT OF 1933 AND SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, REGARDING AMONG OTHER THINGS OUR PLANS, STRATEGIES AND PROSPECTS -- BOTH BUSINESS AND FINANCIAL. ALTHOUGH WE BELIEVE THAT OUR PLANS, INTENTIONS AND EXPECTATIONS REFLECTED IN OR SUGGESTED BY THESE FORWARD-LOOKING STATEMENTS ARE REASONABLE, WE CANNOT ASSURE YOU THAT WE WILL ACHIEVE OR REALIZE THESE PLANS, INTENTIONS OR EXPECTATIONS. FORWARD-LOOKING STATEMENTS ARE INHERENTLY SUBJECT TO RISKS, UNCERTAINTIES AND ASSUMPTIONS. MANY OF THE FORWARD-LOOKING STATEMENTS CONTAINED IN THIS NEWS RELEASE MAY BE IDENTIFIED BY THE USE OF FORWARD-LOOKING WORDS SUCH AS "BELIEVE," "EXPECT," "ANTICIPATE," "SHOULD," "PLANNED," "WILL," "MAY," "INTEND," "ESTIMATED," AND "POTENTIAL," AMONG OTHERS. IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE FORWARD-LOOKING STATEMENTS WE MAKE IN THIS NEWS RELEASE INCLUDE MARKET CONDITIONS AND THOSE SET FORTH IN REPORTS OR DOCUMENTS THAT WE FILE FROM TIME TO TIME WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION. ALL FORWARD-LOOKING STATEMENTS ATTRIBUTABLE TO ACCESSITY CORP. OR A PERSON ACTING ON ITS BEHALF ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THIS CAUTIONARY LANGUAGE.

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NEWS RELEASE

FOR IMMEDIATE RELEASE.....

CORPORATE WEB ADDRESS: WWW.ACCESSITYCORP.COM

NASDAQ TERMINATES DELISTING ACTION, ACCESSITY TO REMAIN  
LISTED ON THE NASDAQ SMALLCAP MARKET

Coral Springs, FL, March 2, 2005....ACCESSITY CORP. [NASDAQ SMALLCAP: ACTY] reported today that Nasdaq has informed the Company that since holding its Annual Meeting of Shareholders on February 28, 2005, it is in full compliance with all Nasdaq requirements for continued listing on the Nasdaq SmallCap Market and therefore, the hearing scheduled for March 10, 2005 before the Nasdaq Listing Qualifications Panel has been deemed moot and the hearing file has been closed.

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