

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): March 30, 2018

PACIFIC ETHANOL, INC.

(Exact Name of Registrant as Specified in Charter)

<u>Delaware</u> (State or Other Jurisdiction of Incorporation)	<u>000-21467</u> (Commission File Number)	<u>41-2170618</u> (IRS Employer Identification No.)
<u>400 Capitol Mall, Suite 2060 Sacramento, California</u> (Address of Principal Executive Offices)		<u>95814</u> (Zip Code)

Registrant's Telephone Number, Including Area Code: (916) 403-2123

(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 communication 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 communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (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.

Amendment No. 3 to Credit Agreement

On March 30, 2018, Pacific Ethanol Pekin, LLC (“PE Pekin”), a wholly-owned subsidiary of Pacific Ethanol, Inc. (the “Company”), Compeer Financial, PCA (the “Lender”) and CoBank, ACB (“CoBank”) entered into an Amendment No. 3 to Credit Agreement (the “Amendment”) dated March 30, 2018 amending that certain Credit Agreement dated December 15, 2016 by and between PE Pekin, 1st Farm Credit Services, PCA, as lender, and CoBank, as cash management provider and agent (the “Credit Agreement”). The Amendment also amends and restates that certain First Amended and Restated Term Note dated August 7, 2017 by PE Pekin in favor of Lender (the “Term Note”).

Descriptions of the Credit Agreement and the Term Note are set forth in the Company’s Current Reports on Forms 8-K for December 15, 2016 and August 7, 2017 filed with the Securities and Exchange Commission on December 20, 2016 and August 11, 2017, respectively, and are incorporated herein by this reference.

The Amendment reduces PE Pekin’s working capital requirements and provides that PE Pekin and its subsidiaries shall collectively maintain working capital in an amount not less than \$13.0 million commencing on March 31, 2018 and continuing at all times thereafter through November 30, 2018 and not less than \$16.0 million commencing on December 1, 2018 and continuing at all times thereafter. The Amendment also contains numerous customary representations and warranties and other customary terms and conditions.

The Amendment also amends and restates the Term Note with the provisions of a Second Amended and Restated Term Note dated March 30, 2018 by PE Pekin in favor of Lender in the principal amount of \$64.0 million (the “Amended Term Note”) as described below under this Item 1.01.

The description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 to this report and is incorporated herein by this reference.

Second Amended and Restated Term Note

On March 30, 2018, PE Pekin executed the Amended Term Note.

The Amended Term Note updates the number of PE Pekin’s remaining quarterly payments and principal balance as of the date of the Amendment.

The description of the Amended Term Note does not purport to be complete and is qualified in its entirety by reference to the Amended Term Note, which is filed as Exhibit 10.2 to this report and is incorporated herein by this reference.

Item 1.02. Termination of a Material Definitive Agreement.

On March 30, 2018, the Company's subsidiaries Pacific Aurora, LLC, Pacific Ethanol Aurora East, LLC and Pacific Ethanol Aurora West, LLC (individually and collectively, the "Borrower") and CoBank terminated that certain Credit Agreement dated December 15, 2016 by and between Borrower and CoBank (the "Pacific Aurora Credit Agreement"). Borrower agreed to pay CoBank an aggregate of \$33,122.58, constituting all outstanding principal, interest, fees and other obligations, to terminate the Pacific Aurora Credit Agreement. Under the terms of the Pacific Aurora Credit Agreement, Borrower could borrow up to \$30.0 million under the terms of a revolving term loan facility from CoBank that would mature on February 1, 2022 (the "Pacific Aurora Credit Facility"). Interest accrued at a rate equal to 4.0% plus the higher of (i) 0.000%, or (ii) the rate reported at 11:00 a.m. London time for the offering of one-month U.S. dollars deposits by Bloomberg Information Services, payable monthly. Borrower was required to pay a 0.75% per annum fee on any unused portion of the Pacific Aurora Credit Facility.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

(a) On March 30, 2018, PE Pekin, Lender and CoBank entered into the Amendment and PE Pekin executed the Amended Term Note in favor of Lender, each dated March 30, 2018, as described under Item 1.01 above and incorporated herein by this reference.

(b) Not applicable.

Item 8.01. Other Events.

The Company has amended its Nominating and Corporate Governance Committee Charter (the "Amended Charter") to emphasize its commitment to seek out highly qualified women and minority candidates as well as candidates with diverse backgrounds, skills and experiences as part of each board member candidate search the Nominating and Corporate Governance Committee undertakes.

The description of the Amended Charter does not purport to be complete and is qualified in its entirety by reference to the Amended Charter, which is filed as Exhibit 99.1 to this report and is incorporated herein by this reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Number</u>	<u>Description</u>
<u>10.1</u>	<u>Amendment No. 3 to Credit Agreement, dated as of March 30, 2018, by and between Pacific Ethanol Pekin, LLC, Compeer Financial, PCA and CoBank, ACB (*)</u>
<u>10.2</u>	<u>Second Amended and Restated Term Note dated March 30, 2018 by Pacific Ethanol Pekin, LLC in favor of Compeer Financial, PCA (*)</u>
<u>99.1</u>	<u>Pacific Ethanol, Inc. Nominating and Corporate Governance Committee Charter</u>

(*) Filed herewith. All of the agreements filed as exhibits to this report contain representations and warranties made by the parties thereto. The assertions embodied in such representations and warranties are not necessarily assertions of fact, but a mechanism for the parties to allocate risk. Accordingly, investors should not rely on the representations and warranties as characterizations of the actual state of facts or for any other purpose at the time they were made or otherwise.

SIGNATURE

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.

Date: April 5, 2018

PACIFIC ETHANOL, INC.

By: /S/ CHRISTOPHER W. WRIGHT

Christopher W. Wright

Vice President, General Counsel and Secretary

EXHIBITS FILED WITH THIS REPORT

<u>Number</u>	<u>Description</u>
<u>10.1</u>	<u>Amendment No. 3 to Credit Agreement, dated as of March 30, 2018, by and between Pacific Ethanol Pekin, LLC, Compeer Financial, PCA and CoBank, ACB</u>
<u>10.2</u>	<u>Second Amended and Restated Term Note dated March 30, 2018 by Pacific Ethanol Pekin, LLC in favor of Compeer Financial, PCA</u>
<u>99.1</u>	<u>Pacific Ethanol, Inc. Nominating and Corporate Governance Committee Charter</u>

AMENDMENT NO. 3

TO

CREDIT AGREEMENT

THIS AMENDMENT NO. 3 TO CREDIT AGREEMENT, dated as of March 30, 2018 (this “**Agreement**”), is entered into by and between PACIFIC ETHANOL PEKIN, LLC, a limited liability company organized and existing under the laws of Delaware (“**Company**”), COMPEER FINANCIAL, PCA, a federally-chartered instrumentality of the United States, successor by merger to 1st Farm Credit Services, PCA (“**Lender**”), and COBANK, ACB, a federally-chartered instrumentality of the United States (“**CoBank**” or “**Agent**”). Capitalized terms not defined herein shall have the meanings set forth in the Existing Credit Agreement.

BACKGROUND:

WHEREAS, the Company, Lender and CoBank have entered into that certain Credit Agreement dated as of December 15, 2016 (as amended, restated, modified or otherwise supplemented from time to time, collectively the “**Existing Credit Agreement**”), and the other Loan Documents;

WHEREAS, the Company has requested that, as of the Effective Date, the Existing Credit Agreement be amended as herein provided; and

WHEREAS, CoBank is willing, subject to the terms and conditions hereinafter set forth, to make such amendments;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereby agree as follows:

ARTICLE 1 Definitions.

1.1 **Certain Definitions.** The following terms when used in the Agreement shall have the following meanings:

“**Agreement**” is defined in the preamble to this Agreement.

“**CoBank**” is defined in the preamble to this Agreement.

“**Company**” is defined in the preamble to this Agreement.

“**Effective Date**” is defined in Article 4.

“**Existing Credit Agreement**” is defined in the first recital to this Agreement.

“**Second Amended and Restated Term Note**” is defined in Section 2.1 of this Agreement.

1 . 2 **Other Definitions.** Unless otherwise defined or the context otherwise requires, terms used herein (including in the preamble and recitals hereto) have the meanings provided for in the Existing Credit Agreement.

ARTICLE 2 Amendments.

Effective on (and subject to the occurrence of) the Effective Date, the Existing Credit Agreement is amended as follows:

2.1 **Term Note.** The Term Note referenced in Section 2.1(a) of the Existing Credit Agreement, and attached to the Existing Credit Agreement as Exhibit A, has been amended and restated in its entirety and is in the form attached hereto as Exhibit A, the terms and provisions of which are incorporated into the Existing Credit Agreement by reference and made a part thereof (the “**Second Amended and Restated Term Note**”).

2.2 **Amendment to Section 8.1 of the Existing Credit Agreement.** Section 8.1 of the Existing Credit Agreement is hereby amended by deleting Section 8.1 in its entirety and substituting the following Section 8.1 in its place:

“ 8.1 **Working Capital.** The Company will maintain the Working Capital of the Consolidated Group at not less than: (a) \$13,000,000, commencing on March 31, 2018 and continuing at all times thereafter through November 30, 2018, measured as of the last day of each calendar month; and (b) \$16,000,000, commencing on December 1, 2018 and continuing at all times thereafter, measured as of the last day of each calendar month.”

2 . 3 **Form of Compliance Certificate.** The Compliance Certificate referenced in Section 6.1(c) of the Existing Credit Agreement, and attached to the Existing Credit Agreement as Exhibit C, has been amended and restated in its entirety and is in the form attached hereto as Exhibit B.

ARTICLE 3 Representations and Warranties.

In order to induce CoBank to make the amendments provided for in Article 2, the Company hereby (a) represents and warrants that (i) each of the representations and warranties of the Company contained in the Existing Credit Agreement and in the other Loan Documents are true and correct in all material respects on and as of the date hereof, except that such representations and warranties (A) that relate solely to an earlier date shall be true and correct in all material respects as of such earlier date and (B) shall be true and correct in all respects to the extent they are qualified by a materiality standard and (ii) after giving effect to the Agreement and the Waiver Letter dated March 9, 2018, no Default or Event of Default has occurred and is continuing; and (b) agrees that the incorrectness in any respect of any representation and warranty contained in the preceding clause (a) shall constitute an immediate Event of Default. Without limiting the foregoing, the Company hereby (x) ratifies and confirms all of the terms, covenants and conditions set forth in the Loan Documents and hereby agrees that it remains unconditionally liable to CoBank in accordance with the respective terms, covenants and conditions set forth in the Loan Documents, and all Collateral in favor of CoBank continues unimpaired and in full force and effect, and (y) waives all defense, claims, counterclaims, rights of recoupment or set-off against any of its obligations.

ARTICLE 4 Conditions to Effectiveness.

This Agreement shall become effective on such date (the “**Effective Date**”) when the following conditions have been satisfied:

4.1 **Representations and Warranties.** The representations and warranties made by the Company pursuant to Article 3 as of the Effective Date shall be true and correct.

4.2 **Term Note.** CoBank shall have received a duly executed Second Amended and Restated Term Note.

4.3 **Other Requests.** CoBank shall have received such other certificates, instruments, documents, agreements, information and reports as may be requested by CoBank, in form and substance satisfactory to CoBank.

4.4 **Amendment Fee.** CoBank shall have received a non-refundable amendment fee of \$45,000 for the benefit of CoBank.

ARTICLE 5 Miscellaneous.

5.1 **Loan Document Pursuant to Existing Credit Agreement.** This Agreement is a Loan Document executed pursuant to the Existing Credit Agreement. Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions contained in the Existing Credit Agreement and each other Loan Document shall remain unamended and otherwise unmodified and in full force and effect.

5.2 **Limitation of Amendments.** The amendments set forth in Article 2 shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, amendment of, consent to or modification of any other term or provision of the Existing Credit Agreement or any term or provision of any other Loan Document or of any transaction or further or future action on the part of the Company which would require the consent of CoBank under the Existing Credit Agreement or any other Loan Document.

5.3 **Counterparts; Effectiveness.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by CoBank and when CoBank shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or email shall be as effective as delivery of a manually executed counterpart of this Agreement.

5.4 **Incorporation of Existing Credit Agreement Provisions.** The provisions of Article 11 of the Existing Credit Agreement shall apply to this Agreement, mutatis mutandis.

[Signature Pages Follow]

[SIGNATURE PAGE TO CREDIT AGREEMENT AMENDMENT]

IN WITNESS WHEREOF, the parties hereto, by their Authorized Officers, have executed this Agreement as of the date first set forth above.

COMPANY:

PACIFIC ETHANOL PEKIN, LLC

By: /S/ BRYON T. MCGREGOR

Name: Bryon T. McGregor

Title: Chief Financial Officer

[SIGNATURE PAGE TO CREDIT AGREEMENT AMENDMENT]

IN WITNESS WHEREOF, the parties hereto, by their Authorized Officers, have executed this Agreement as of the date first set forth above.

LENDER:

COMPEER FINANCIAL, PCA

By: /S/ DALE A. RICHARDSON

Name: Dale A. Richardson

Title: Managing Director, Capital Markets

[SIGNATURE PAGE TO CREDIT AGREEMENT AMENDMENT]

IN WITNESS WHEREOF, the parties hereto, by their Authorized Officers, have executed this Agreement as of the date first set forth above.

COBANK, ACB

By: /S/ TOM D. HOUSER

Name: Tom D. Houser

Title: Vice President

**SECOND AMENDED AND RESTATED
TERM NOTE**

\$64,000,000

Greenwood Village, Colorado
March 30, 2018

FOR VALUE RECEIVED, PACIFIC ETHANOL PEKIN, LLC, a limited liability company organized and existing under the laws of Delaware (the “**Company**”), hereby promises to pay to the order of COMPEER FINANCIAL, PCA, successor by merger to 1st Farm Credit Services, PCA (which, together with its endorsees, successors, and assigns, is referred to herein as the “**Bank**”), at the office of CoBank, ACB (the “**Agent**”), located at 6340 S. Fiddlers Green Circle, Greenwood Village, Colorado 80111 (or at such other place of payment designated by the holder hereof to the Company), the principal sum of SIXTY-FOUR MILLION DOLLARS (\$64,000,000) (such amount, the “**Term Loan Amount**”) (each loan and any one or more portions of any loan being referred to herein as a “**Loan**”), and to pay interest, as set forth below, from the date hereof until Payment in Full on the principal amount remaining from time to time outstanding at the rates set forth below, in lawful money of the United States of America in immediately available funds, payable with interest thereon, as set forth below, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Company, and without set-off, counterclaim or other deduction of any nature. This Second Amended and Restated Term Note (as amended, restated, modified, supplemented, replaced, refinanced or renewed from time to time, this “**Note**”) is given pursuant to that Credit Agreement, dated as of December 15, 2016, between the Company, the Bank and the Agent (as amended, restated, modified or supplemented from time to time, the “**Agreement**”). Capitalized terms not otherwise defined in this Note shall have the respective meanings ascribed to them by the Agreement, including Annex A thereto, and the Rules of Construction set forth in such Annex A shall apply to this Note. This Note amends and restates, but does not constitute payment of the indebtedness, evidenced by, the First Amended and Restated Term Note, dated as of August 7, 2017, by the Company to the order of the Bank in the original principal amount of the Term Loan Amount.

1. *Borrowing Availability.* The Term Loan Amount was advanced on or before January 31, 2017 (the “**Term Loan Availability Expiration Date**”), and no additional advances shall be permitted under this Note.
 2. *Purpose of Term Loan.* The proceeds of the Term Loan shall be used to refinance the existing indebtedness of the Company, and the Company shall use the Term Loan for no other purpose.
 3. *Principal Payments.* As of the date hereof, the remaining principal balance of the Loan is \$50,000,000. The remaining principal hereunder shall be due and payable in twelve (12) equal consecutive quarterly installments of \$3,500,000 each, beginning on August 20, 2018, and continuing on the twentieth (20th) day of each November, February, May and August thereafter until August 20, 2021 (the “**Maturity Date**”), at which time the entire remaining indebtedness evidenced by this Note, if not sooner paid in accordance with the terms of the Agreement and this Note, shall be due and payable.
 4. *Interest Payments.* The Company hereby further promises to pay to the order of the Agent, at the times and on the dates provided in the Agreement, interest on the unpaid principal amount of the Loans from the date hereof until the Payment in Full of all of the Loans at the rate or rates comprising the Interest Rate Option(s) (defined below), which the Company shall select in accordance with the terms hereof to apply to each Loan, it being understood that, subject to the provisions of this Note and the Agreement, the Company may select different Interest Rate Options to apply to the Loans and may convert to or renew one or more Interest Rate Options with respect to any one or more of the Loans; provided that in the event the Company shall fail to timely select an Interest Rate Option to apply to any one or more Loans, such Loans shall bear interest at the LIBOR Index Option, and provided further that if an Event of Default or Default exists and is continuing, the Company may not request, convert to, or renew the Quoted Rate Option for any Loans, and the Agent may demand that all existing Loans bearing interest under the Quoted Rate Option shall be converted immediately to the LIBOR Index Option, and the Company shall be obligated to pay the Agent any indemnity, costs, and expenses arising in connection with such conversion.
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5. *Interest Rate Options.* The Company shall have the right to select from the following interest rate options with respect to the Loans (each, an “**Interest Rate Option**”): (a) upon the selection of a LIBOR Index Option, the LIBOR Index Rate with a LIBOR Index Spread of 4.00% per annum (the “**LIBOR Index Spread**”) or (b) upon the selection of a Quoted Rate Option, the Quoted Rate with such Quoted Rate to remain fixed for such period as is confirmed to the Company by the Agent.

6. *Loan Requests.* Subject to the terms and conditions of this Note and the Agreement, the Company may prior to the Term Loan Availability Expiration Date request the Bank to make the Term Loan and the Company may from time to time prior to the Maturity Date request the Agent to renew or convert the Interest Rate Option applicable to an existing Loan, by delivering, in accordance with the notice provisions of the Agreement, to the Agent not later than 12:00 noon (Denver time),

(a) the same Business Day as the proposed Business Day of borrowing with respect to a Loan to which the LIBOR Index Option will apply, and (b) the same Business Day as the proposed Business Day of borrowing with respect to a Loan to which the Quoted Rate Option will apply or the last day of the preceding Quoted Rate period with respect to the conversion to or renewal of the Quoted Rate Option for a Loan,

a duly completed request therefor substantially in the form of Exhibit A hereto (or a request made by CoLink or by telephone, but subject to the same deadline and containing substantially the same information, and in the case of a telephone request, immediately confirmed in writing substantially in the form of Exhibit A and delivered in accordance with the terms hereof) by physical delivery, facsimile, or electronic mail (each such request, whether telephonic or written and regardless how delivered, a “**Loan Request**”), it being understood that the Agent may rely on the authority of any individual making such a telephonic request without the necessity of receipt of such written confirmation. Each Loan Request shall be irrevocable and shall specify the amount of the proposed Loan, the Interest Rate Option to be applicable thereto, and, if applicable, the Quoted Rate period therefor (each Quoted Rate applicable to a Loan shall remain fixed for such period as is confirmed to the Company by the Agent), which amounts shall be in integral multiples of \$500,000 for each Loan under the Quoted Rate Option. All notices and requests hereunder shall be given, and all borrowings and all conversions or renewals of Interest Rate Options shall occur, only on Business Days.

7. *Loans; Limitations.* Under the Quoted Rate Option, a Quoted Rate may be fixed on such balance and for such period, and shall be subject to such rules and requirements as may be established by the Agent in its sole discretion in each instance, provided that: (1) the minimum fixed period hereunder shall be 365 days; (2) at no time shall more than 10 Loans to which the Quoted Rate Option applies be outstanding at any one time; and (3) amounts may be fixed in increments of \$500,000 or integral multiples thereof. The Agent’s determination of the Quoted Rate shall be conclusive and binding upon the Company absent manifest error.

8. *Incomplete Loan Requests; Consequences.* If no Interest Rate Option is timely selected when a Loan is requested or with respect to the end of any applicable Quoted Rate period for a Loan or prior to a requested conversion to a Quoted Rate Option for a Loan previously subject to a different Interest Rate Option, the Company shall be deemed to have selected a LIBOR Index Option for such Loan. In no event shall the interest rate(s) applicable to principal outstanding hereunder exceed the maximum rate of interest allowed by applicable Law, as amended from time to time; any payment of interest or in the nature of interest in excess of such limitation shall be credited as a payment of principal unless the Company requests the return of such amount.

9. *Miscellaneous.*

(a) This Note is the Term Note referred to in, and is entitled to the benefits of, the Agreement and the other Loan Documents referred to therein. Reference is made to the Agreement for a description of the relative rights and obligations of the Company, the Bank and the Agent, including rights and obligations of prepayment, collateral securing payment hereof, Events of Default, and rights of acceleration of maturity upon the occurrence of an Event of Default.

(b) No delay on the part of the holder hereof in exercising any of its options, powers, or rights, or partial or single exercise thereof, shall constitute a waiver thereof. The options, powers, and rights specified herein of the holder hereof are in addition to those otherwise created or permitted by Law, the Agreement, and the other Loan Documents. There are no claims, set-offs, or deductions of any nature as of the date hereof that could be made or asserted by the Company against the Bank and / or the Agent or against any amount due or to become due under this Note; all such claims, set-offs, or deductions are hereby waived by the Company.

(c) Delivery of an executed signature page of this Note by telecopy or email (as a *.pdf* attachment thereto or otherwise) shall be as effective as delivery of a manually executed counterpart of this Note, but shall in any event be promptly followed by delivery of the original manually executed signature page (provided, however, that the failure to do so shall in no event adversely affect the rights of the Bank and / or the Agent hereunder whatsoever). THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF and intending to be legally bound hereby, the Company has executed this Note as of the date hereof by its duly Authorized Officer.

PACIFIC ETHANOL PEKIN, LLC

By: /S/ BRYON T. MCGREGOR _____

Name: Bryon T. McGregor

Title: Chief Financial Officer

AGREED AND ACCEPTED:

COBANK, ACB

By: /S/ TOM D. HOUSER _____

Name: Tom D. Houser

Title: Vice President

[Second Amended and Restated Term Note Signature Page]

EXHIBIT A

FORM OF TERM LOAN REQUEST

[_____], 20[__]

To: CoBank, ACB (the “**Agent**”)

From: Pacific Ethanol Pekin, LLC (the “**Company**”)

Re: Credit Agreement (as amended, restated, modified or supplemented from time to time, the “**Credit Agreement**”), dated as of December 15, 2016, between the Company, Compeer Financial, PCA, successor by merger to 1st Farm Credit Services, PCA, as Lender, and the Agent

Pursuant to Section 2.1 of the Credit Agreement, the Company hereby gives notice of its desire to receive a Term Loan in accordance with the terms set forth below (all capitalized terms used herein and not defined herein shall have the meaning given them in the Credit Agreement):

(a) The Term Loan requested pursuant to this Loan Request shall be made on [_____], 20[__].

(b) The aggregate principal amount of the Term Loan requested hereunder is [_____] Dollars (\$[_____]).

(c) The Term Loan requested hereunder shall initially bear interest at the *[select one]*:

LIBOR Index Option; or

Quoted Rate Option.

PACIFIC ETHANOL PEKIN, LLC

By: _____
Name: _____
Title: _____

PACIFIC ETHANOL, INC.**NOMINATING AND CORPORATE GOVERNANCE COMMITTEE CHARTER**

(as amended March 29, 2018)

This Nominating and Corporate Governance Committee Charter governs the operations of the Nominating and Corporate Governance Committee (the "Committee") of the Board of Directors ("Board") of Pacific Ethanol, Inc. (the "Company"). This Charter is intended as a component of a flexible corporate governance framework within which the Board, assisted by its committees, directs the affairs of the Company. Although this Charter should be interpreted in the context of all applicable laws, regulations and listing requirements of the NASDAQ Capital Market, as well as the Company's Certificate of Incorporation and Bylaws, as the same may be amended or restated from time to time, it is not intended to establish by its own force any legally binding obligations.

GENERAL PURPOSE AND AUTHORITY

The general purpose of the Committee is to (i) consider and report periodically to the Board on matters relating to the identification, selection and qualification of Board members and candidates nominated to the Board, and (ii) advise and make recommendations to the Board with respect to corporate governance matters; and (iii) develop and recommend a set of corporate governance guidelines applicable to the Company.

COMMITTEE MEMBERSHIP

The Committee shall be comprised of a minimum of three members of the Board, each of whom shall be appointed by the Board. Each member shall be "independent" in accordance with applicable law, including the rules of the Securities and Exchange Commission and The NASDAQ Stock Market.

The members of the Committee shall be elected by the Board at the meeting of the Board following each annual meeting of stockholders and shall serve until their successors shall be duly elected and qualified or until their earlier resignation or removal. Unless a Chair is elected by the Board, the members of the Committee may designate a Chair by majority vote of the full Committee membership. Any member may be removed, with or without cause, by the Board at any time.

COMMITTEE MEETINGS

The Committee shall meet as often as it deems appropriate to perform its duties and responsibilities under this Charter. Meetings of the Committee may be held telephonically. A majority of the members of the Committee shall constitute a quorum sufficient for the taking of any action by the Committee. The Chairman of the Board, any member of the Committee, or the Secretary of the Company may call meetings of the Committee. The Chair of the Committee, in consultation with the Committee members and members of management, will determine the frequency and length of Committee meetings and develop the Committee's agenda. The Committee shall maintain written minutes of its meetings, which will be filed with the meeting minutes of the Board.

AUTHORITY AND RESPONSIBILITIES

The Committee may request any officer or employee of the Company or the Company's legal counsel to attend a Committee meeting. The Committee has the right at any time to obtain advice, reports or opinions from internal or external counsel and expert advisors (including compensation consultants) and has the authority to hire and terminate independent legal, financial and other advisors as it may deem necessary, at the Company's expense, without consulting with, or obtaining approval from, any officer of the Company in advance.

The functions and responsibilities of the Committee are set forth as a guide with the understanding that the Committee may diverge from this guide as appropriate given the circumstances. In that regard, the Committee shall:

- Develop and recommend director qualification guidelines and criteria for screening and selecting nominees to the Board. In evaluating potential candidates, the Committee will take into account a number of factors, including, among others, the following:
 - the candidate's independence from management;
 - whether the candidate has relevant business experience;
 - judgment, skill, integrity and reputation;
 - existing commitments to other businesses;
 - corporate governance background;
 - financial and accounting background, to enable the committee to determine whether the candidate would be suitable for Audit Committee membership; and
 - the size and composition of the Board.

In addition, the Board and the Committee are committed to seeking out highly qualified women and minority candidates as well as candidates with diverse backgrounds, skills and experiences as part of each Board member candidate search the Committee undertakes. When searching for director nominees, the Committee will include highly qualified diverse candidates (including gender, race and ethnicity) in the pool from which nominees are chosen.

The Committee shall have the authority to retain and terminate any search firm to be used to identify director nominees, including the authority to approve such firm's fees and other retention terms. The Committee shall direct any search firm it retains to include qualified women and minority candidates in the firm's list of potential director candidates. The Company shall provide funding, as determined by the Committee, for the payment of compensation to any such search firms.

- Review the qualifications of, and recommend to the Board, those persons to be nominated for membership on the Board and to be elected by the Board to fill vacancies and newly created directorships.
- Develop a pool of potential director candidates for consideration in the event of a vacancy on the Board.
- Develop and oversee corporate governance guidelines and a code of conduct applicable to members of the Board and employees of the Company.
- Review the Company's corporate governance guidelines annually and submit any recommended changes to the Board.
- Coordinate and oversee the independent directors' periodic discussion and review of succession and development planning for the Chief Executive Officer and other members of senior management.
- Review annually with the Board the composition of the Board as a whole, including whether the Board reflects the appropriate balance of independence, character, sound judgment, business experience, specialization and acumen, technical skills, diversity and other qualities, including time commitment.
- Oversee the annual Board performance evaluation process including conducting surveys of director observations, suggestions and preferences.
- Review annually the composition of each Board committee and present recommendations for committee membership to the Board as appropriate.
- Consider the performance of incumbent members of the Board in determining whether to recommend that they be nominated for reelection.
- Evaluate and recommend termination of membership of individual directors in accordance with the Corporation's Bylaws, for cause or for other appropriate reasons.
- Make recommendations to the Board concerning the size, structure and composition of the Board and its committees.
- Manage risks associated with the independence of the members of the Board and potential conflicts of interest.
- Consider stockholder nominees for election to the Board.
- Consider matters of corporate governance and periodically review the Corporation's corporate governance policies and recommend to the Board modifications to the policies as appropriate.
- Report to the Board concerning the Committee's activities with such recommendations as the Committee deems appropriate at least once a year.

- Perform any other activities consistent with this Charter, the Company's bylaws and governing law, as the Committee or the Board deems necessary or appropriate.
- Conduct an annual self-evaluation of the performance of the Committee and its members including their effectiveness and compliance with this Charter.
- Review and reassess, at least annually, the adequacy of this Charter and submit any recommended changes to the Board for its consideration and approval.