

Redmond & Nazar, L.L.P.
 245 North Waco, Suite 402
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**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF KANSAS**

IN RE:)	
)	
GATEWAY ETHANOL, L.L.C.)	Case No. 08-22579-DLS
)	Chapter 11
)	
_____ Debtors)	

**RESPONSE OF NINNESCAH RURAL ELECTRIC COOPERATIVE ASSN., INC.
 TO THE EMERGENCY MOTION FOR ORDER APPROVING DEBTOR’S
 METHOD OF FURNISHING ADEQUATE ASSURANCE OF PAYMENT
 FOR POST-PETITION UTILITY SERVICE**

COMES NOW Ninnescah Rural Electric Cooperative Assn, Inc., (“Ninnescah”) and for its response to the Emergency Motion for Order Approving Debtor’s Method of Furnishing Adequate Assurance of Payment for Post-Petition Utility Service (“Emergency Motion”) alleges and states:

1. Contrary to Exhibit A of the Emergency Motion, Ninnescah has three (3) accounts and a maintenance agreement with the debtor. These are as follows:

Existing Deposit	Account No.	Service Provided	Outstanding Bal.	Billing Date
\$0.00	730400	Construction trailers	Bill to be mailed for service 09/01/08 - 09/30/08	10/10/08 (25 days to pay)
\$0.00	730300	Administrative Bldg	Bill to be mailed for service 09/01/08 - 09/30/08	10/10/08
\$36,000.00 (non-production time ¹)	736000	Ethenol plant	\$15,784.33	10/01/08 to be paid by 10/16/08

¹ Pursuant to the written Deposit Agreement, a \$405,000.00 deposit is due two (2) days before production commences on the ethanol plant. In addition, a 15% rate increase takes effect October 1, 2008, therefore, an additional \$6,000.00 deposit is due.

\$0.00	Substation maintenance agree	\$486.00	10/01/08
\$0.00	To inspect facility once a week	\$245.00	10/01/08

2. Ninnescah, therefore, requests the following deposit:
 - a. On account no. 730400, \$1,415.00 on the construction trailer based on the last year's annual use;
 - b. On account no. 730300, \$115.00 on the administrative building;
 - c. On account no. 736000, an additional \$6,000.00 on the ethanol plant due to rate increase; and
 - d. \$486.00 on the substation maintenance agreement.
3. Ninnescah further requests the Court for an order finding that any order for adequate assurance provide that ¶ 11(d) provide that the utility service shall be entitled to alter, refuse or disconnect service without further Court order **or notice to the debtor** [emphasis added] after expiration of the 10-day time period after written notice of nonpayment. Due to the inter-related of services provided, Ninnescah further requests that cross-default provisions apply between the three accounts, plus the substation maintenance agreement.
4. Finally, Ninnescah requests that in the event of a post-petition default that the administrative claim of the utility as determined by the amount of outstanding post-petition invoices be payable upon confirmation of a plan of reorganization *para parsu* with other administrative claimants, or such earlier date as ordered by the Court upon separate motion of any utility.
5. Ninnescah further requests that the alternate relief provision of the Emergency Motion shall

In the United States Bankruptcy Court for the District of Kansas

IN RE: Gateway Ethanol, LLC

Bankruptcy Case No. 08-22579-DLS

Response of Ninnescah Rural Electric Cooperative Assn., Inc. to the Emergency Motion for Order Approving Debtor's Method of Furnishing Adequate Assurance of Payment for Post-Petition Utility Service

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not preclude Ninnescah from separately filing a motion for adequate assurances of payment under 11 U.S.C. §366(b) and during the 90-day period.

WHEREFORE Ninnescah prays the Court issue appropriate orders determining adequate assurances for it under the terms and conditions set forth herein.

RESPECTFULLY SUBMITTED:

REDMOND & NAZAR, L.L.P.

/s/Edward J. Nazar

Edward J. Nazar, #09845

Attorney for Ninnescah

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 6th day of October, 2008, a true and correct copy of the foregoing was filed electronically with the United States Bankruptcy Court for the District of Kansas using the CM/ECF system, which sent notification to all parties of interest participating in the CM/ECF system, and a copy of the same was forwarded by first class United States mail, postage prepaid and addressed to those parties not participating in the CM/ECF system. Parties receiving notice are as follows:

Laurence M. Frazen

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Attorney for Debtor

/s/Rhonda Kane

Rhonda Kane

Legal Assistant to Edward J. Nazar