

Redmond & Nazar, L.L.P.
245 North Waco, Suite 402
Wichita, KS 67202-1117
316-262-8361

**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)

**CROSS-MOTION FOR ADEQUATE ASSURANCE PERFORMANCE
UNDER 11 U.S.C. §366**

COMES NOW Ninnescah Rural Electric Cooperative Assn., Inc. (“Ninnescah”) and hereby moves the Court for an order providing adequate assurance of payment under the provisions of 11 U.S.C. §366 as follows:

1. Three (3) accounts and one substation maintenance agreement exists between the debtor and Ninnescah. These are as follows:

Account No.	Service Provided For
730400	Construction trailers
730300	Administrative building
736000	Ethanol plant

Substation maintenance agreement to inspect the facility once a week.

2. A \$36,000.00 deposit has been placed upon account no. 736000.
3. The historical activity under account nos. 730400, 730300 and the substation maintenance agreement require the following additional deposits:

Account No. 730400 - \$1,415.00

Account No. 730300 - \$115.00

Account No. 736000 - \$486.00.

4. In addition, due to the fact that a 15% increase in utility rates takes place on October 1, 2008, an additional \$6,000.00 deposit is necessary under account no. 736000.
5. Ninnescah, therefore, requests a total additional deposit to be paid of \$8,016.00 and applied as set forth herein. Ninnescah requests that this sum be paid within fifteen (15) days of the date of the hearing granting this request for adequate assurance of payment.
6. Further, Ninnescah requests that:
 - a. Cross-default provisions exists concerning the defaults under the respective accounts;
 - b. Ninnescah be required to only serve a 10-day notice of nonpayment and have the right to terminate service at the expiration of a 10-day period if such default is not cured;
 - c. Any claim be allowed on the basis of the outstanding invoices existing and the administrative claim be paid upon confirmation of the plan of reorganization, or *para parsu* with other administrative claimants, or at such earlier date as ordered by the Court under a separate motion for payment filed by Ninnescah.

WHEREFORE Ninnescah prays the Court issue appropriate orders granting adequate assurances under the terms and conditions herein.

In the United States Bankruptcy Court for the District of Kansas
IN RE: Gateway Ethanol, LLC
Bankruptcy Case No. 08-22579-DLS
Cross-Motion for Adequate Assurance Performance Under 11 U.S.C. §366

Page 3

RESPECTFULLY SUBMITTED:

REDMOND & NAZAR, L.L.P.

/s/Edward J. Nazar

Edward J. Nazar, #09845
Attorney for Ninnescah
245 North Waco, Suite 402
Wichita, KS 67202-1117
316-262-8361

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
Bryan Cave LLP
3500 One Kansas City Place
1200 Main Street
Kansas City, MO 64105
Attorney for Debtor

/s/Rhonda Kane

Rhonda Kane
Legal Assistant to Edward J. Nazar