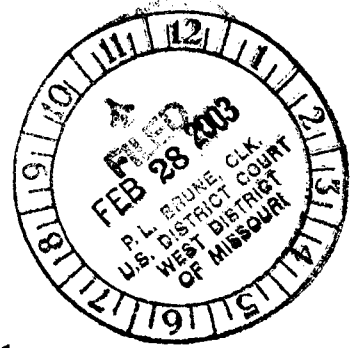


IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI



IN RE:

FARMLAND INDUSTRIES, INC., et al.,
DEBTORS.

§
§
§
§
§

CHAPTER 11

CASE NO. 02-50557-JWV
Jointly Administration

**FIRST AMENDED AFFIDAVIT OF BAKER & MCKENZIE
AND DISCLOSURE STATEMENT**

STATE OF TEXAS)
)
COUNTY OF DALLAS)

Lawrence J. Johnson, being duly sworn, deposes and says:

1. I am an international partner of Baker & McKenzie (“Baker & McKenzie”), which firm maintains offices at 2001 Ross Avenue, Suite 2300, Dallas, Texas 75201.

2. Neither I, Baker & McKenzie, nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, has any connection with the above captioned debtors and debtors in possession (the “Debtors”), its creditors, or any other party in interest, or its attorneys, except as set forth in this affidavit.

3. Baker & McKenzie, through me, and members of the firm, has represented and advised the Debtors with respect to a broad range of aspects of the Debtors’ businesses, including international transactions.

4. The Debtors have requested, and Baker & McKenzie has agreed, to continue to represent and advise the Debtors pursuant to Section 327(a) of Title 11 of the United States Code (the “Bankruptcy Code”) with respect to such matters. Additionally,

the Debtors have requested, and Baker & McKenzie proposes, to render the following services to the Debtors:

(a) Advise the Debtors with respect to specific transactions of legal issues;
and;

(b) Advise the Debtors and consult with the Debtors regarding international law issues.

5. Baker & McKenzie's current customary hourly rates, subject to change from time to time, are \$170.00 to \$395.00. In the normal course of business, Baker & McKenzie revised its regular hourly rates in July of each year and requests that, effective July of each year, the aforementioned rates to be revised to the regular hourly rates which will be in effect at the time.

6. Prior to this case, Baker & McKenzie rendered services to the Debtors. Baker & McKenzie has an unpaid pre-petition balance for services rendered which totals \$7,694.48.

7. Except as set forth herein, no promises have been received by Baker & McKenzie or any partner, auditor or other member thereof as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, orders of this Court, and the Fee Guidelines promulgated by the Executive office of the United States Trustee.

8. Baker & McKenzie has no agreement with any entity to share with such entity any compensation received by Baker & McKenzie.


9. Baker & McKenzie and its partners, auditors and other members may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtors in matters totally unrelated to these pending chapter 11 cases. Baker & McKenzie does not and will not represent any such entity in connection with these pending chapter 11 cases and does not have any relationship with any such entity, attorneys, or accountants that would be adverse to the Debtors or their estates.

10. Neither, I, Baker & McKenzie, nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors, or their estates in the matters upon which Baker & McKenzie is to be engaged.

11. The foregoing constitutes the statement of Baker & McKenzie pursuant to sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).


Lawrence J. Johnson, Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THIS 27th DAY OF FEBRUARY 2003.


Notary Public in and for the State of Texas
My commission expires on: 4/23/05

