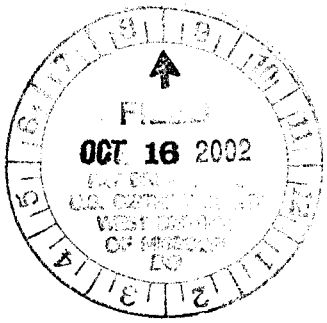
UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI

In Re:	)	**In Proceedings Under Chapter 11**
	)	
FARMLAND INDUSTRIES, INC., et al.	)	**Case No. 02-50557-JWV**
	)	**Joint Administration**
Debtors.	)	



AFFIDAVIT OF PROPOSED PROFESSIONAL
AND DISCLOSURE STATEMENT

STATE OF MINNESOTA)
) ss:
COUNTY OF RAMSEY)

Matthew R. McBride, being duly sworn, deposes and says:

1. I am an associate of Winthrop & Weinstine, P.A. ("Winthrop"), which firm maintains offices at 3000 Dain Rauscher Plaza, 60 South 6th Street, Minneapolis, MN 55402 and at 3200 Minnesota World Trade Center, 30 East Seventh Street, St. Paul, MN 55401.

2. Neither I, Winthrop nor any shareholder, 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. Winthrop, through me, and other members of the firm, has represented and advised the Debtors as attorneys with respect to a broad range of aspects of the Debtors' businesses.

4. The Debtors have requested, and Winthrop 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

Winthrop proposes, to render the legal services and representation to the Debtors as necessarily required by the Debtors in the ordinary course, and specifically if and as required in the Litigation captioned *Global Food Brokerage, Inc. v. Farmland Foods, Inc. d/b/a Farmstead Foods,* Court File No. 02-CV-217 (DSD/JMM), venued in the United States District Court for the District of Minnesota.

5. The Winthrop attorneys who provided these services and proposes to provide services, have current customary hourly rates, subject to change from time to time, of $200 for me and $340 for David Pearson.

6. In connection with this case, Winthrop has rendered services that have not yet been billed but with respect to which payment has not been received. The value of such services does not exceed $1,177.50.

7. Except as set forth herein, no promises have been received by Winthrop or any shareholder, 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. Winthrop has no agreement with any entity to share with such entity any compensation received by Winthrop.

9. Winthrop and its shareholders, 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. Winthrop 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. Winthrop has, however, filed a claim in this proceeding in the amount of $14,451.50, on its own behalf, on account of legal services rendered to the Debtors prior to their bankruptcy filing.

10. Neither I, Winthrop, nor any shareholder, 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 Winthrop is to be engaged, other than as set forth herein.

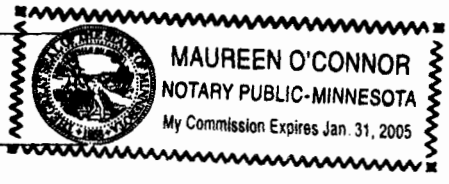
11. The foregoing constitutes the statement of Winthrop pursuant to Sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

Matthew R. McBride

SWORN TO BEFORE ME this

8th day of October, 2002.

Notary Public



My commission expires: _____

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