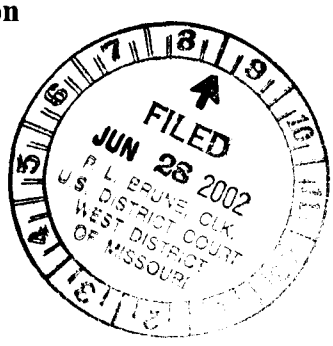
UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI

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



AFFIDAVIT OF JAMES H. TOURTELOTTE AND DISCLOSURE STATEMENT

STATE OF MASSACHUSETTS)
) ss.:
COUNTY OF HAMPDEN)

James H. Tourtelotte, being duly sworn, deposes and says:

1. I am James H. Tourtelotte of Robinson Donovan Madden & Barry, P.C. ("RDM&B"), which firm maintains offices at 1500 Main Street - Suite 1600, Springfield, MA 01115.

2. Neither I, "RDM&B," 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, except Berkshire Kansas City, LLC, for which we are not bankruptcy counsel in this matter or any other party and interest or its attorneys, except as set forth in this affidavit.

3. "RDM&B," through me, and members of the firm, has represented and advised the Debtors as "Carando" with respect only to workers' compensation matters in western Massachusetts.

4. The Debtors have requested, and "RDM&B" have 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 "RDM&B" proposes, to render the following services to the Debtors:

Workers' compensation representation in western Massachusetts.

5. "RDM&B's" current customary hourly rates, subject to change from time to time, are $120.00 per hour. In the normal course of business, "RDM&B" revised its regular hourly rates on January 1st of each year and requests that, effective January 1st of each year, the aforementioned rates to be revised to the regular hourly rates which will be in effect at that time.

6. In connection with this case, "RDM&B" has rendered services that have not yet been billed or that have been billed but with respect to which payment has not been received. The value of such services does not exceed $4,106.81.

7. Except as set forth herein, no promises have been received by "RDM&B" 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. "RDM&B" has no agreement with any entity to share with such entity any compensation received by "RDM&B".

9. "RDM&B" 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. Except as set forth in No. 2 above, RDM&B 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, "RDM&B" 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 "RDM&B" is to be engaged.

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

JAMES H. TOURTELOTTE

SWORN TO BEFORE ME this

18th day of June, 2002

Notary Public, Joanne V. Agnoli

My Commission Expires: 12/23/05