



entered an Order Granting Plaintiff's *Ex Parte* Emergency Motion for Statutory Restraining Order ("SRO") on September 13, 2010 (Docket No. 13) and a Consent Order of Preliminary Injunction and for Other Equitable Relief Against Defendants ("Consent Preliminary Injunction") on November 30, 2010 (Docket No. 34).

## II. CONSENTS AND AGREEMENTS

To effect settlement of the matters alleged in the Complaint in this action without a trial on the merits or any further judicial proceedings, Defendants:

1. Consent to the entry of this Consent Order of Permanent Injunction and for Other Equitable Relief Against Defendants (the "Consent Order");

2. Affirm that they have read and agreed to this Consent Order voluntarily and that no threat or promise has been made by the CFTC or any member, officer, agent, or representative thereof, or by any other person, to induce consent to this Consent Order, other than as set forth specifically herein;

3. Acknowledge proper service of the summons and Complaint;

4. Admit that this Court has jurisdiction over them and the subject matter of this action pursuant to Section 6c of the Act, to be codified at 7 U.S.C. § 13a-1;

5. Admit that venue properly lies with this Court pursuant to Section 6c of the Act, to be codified at 7 U.S.C. § 13a-1;

6. Waive:

a. Any and all claims that they may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2006) and 28 U.S.C. § 2412 (2006), and/or Part 148 of the Regulations, 17 C.F.R. §§ 148.1, *et seq.* (2010), relating to, or arising from, this action;

b. Any and all claims that they may possess under the Small Business Regulatory Enforcement Fairness Act of 1996, Pub. L. No.104-121, §§ 201-253, 110 Stat. 847, 857-868 (1996), as amended by Pub. L. No. 110-28, § 8302, 121 Stat. 112, 204-205 (2007), relating to or arising from this action;

c. Any claim that they may possess of Double Jeopardy based upon the institution of this proceeding or the entry in this proceeding of any order imposing a civil monetary penalty or any other relief; and

d. Any and all rights of appeal from this action.

7. Consent to the continued jurisdiction of this Court over them for the purpose of enforcing the terms and conditions of this Consent Order and for any other purpose relevant to this action, even if Defendants now or in the future reside outside the jurisdiction;

8. Agree that neither the Defendants nor any of their agents or employees under their authority or control shall make any public statement denying, directly or indirectly, any allegation in the Complaint, or creating, or tending to create, the impression that the Complaint or this Consent Order is without a factual basis; provided, however, that nothing in this provision shall affect the Defendants': (i) testimonial obligations; or (ii) right to take factual or legal positions in other proceedings to which the Commission is not a party. The Defendants shall undertake all steps necessary to ensure that all of their agents and employees under their authority or control understand and comply with this agreement; and

9. By consenting to the entry of this Consent Order, the Defendants neither admit nor deny the allegations of the Complaint, except as to jurisdiction and venue, which they admit. However, Defendants agree and intend that the allegations of the Complaint shall be taken as

true and correct and be given preclusive effect, without further proof, in the course of: (i) any current or subsequent bankruptcy proceeding filed by, or on behalf of, or against any of the Defendants; (ii) any proceeding to enforce this Consent Order; and (iii) any proceeding pursuant to Sections 8a(1)-(2) of the Act, to be codified at 7 U.S.C. §§ 12a(1)-(2), and/or Part 3 of the Regulations, 17 C.F.R. §§ 3.1 *et seq.* (2010). Each Defendant shall provide immediate notice of any bankruptcy filed by, on behalf of, or against that Defendant and shall provide, for a period of 7(seven years) after entry of this Consent Order, immediate notice of any change of address, telephone number, or contact information in the manner required by Part VI of this Consent Order;

10. Agree that no provision of this Consent Order shall in any way limit or impair the ability of any other person or entity to seek any legal or equitable remedy against them or any other person in any other proceeding.

### **III. ORDER FOR PERMANENT INJUNCTION**

#### **IT IS NOW HEREBY ORDERED THAT:**

11. Defendants are permanently restrained, enjoined, and prohibited from engaging, directly or indirectly in conduct in violation of Section 9(a)(2) of the Act, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, Pub. L. No. 111-203, Title VII (the “Dodd-Frank Act”), §§701-774, 124 Stat. 1376 (enacted July 21, 2010), to be codified at 7 U.S.C. § 13(a)(2);

12. Defendants are restrained, enjoined, and prohibited, for a period of five (5) years, which period shall commence upon entry of this Order, from directly or indirectly:

- a. trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(29) of the Act, to be codified at 7 U.S.C. § 1a(29));
- b. entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 32.1(b)(1) (2010)) (“commodity options”), and/or foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, to be codified at 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i)) (“forex contracts”), for their own personal account or for any account in which they have a direct or indirect interest;
- c. having any commodity futures, options on commodity futures, commodity options, and/or forex contracts traded on their behalf;
- d. controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity futures, options on commodity futures, commodity options, and/or forex contracts;
- e. soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling any commodity futures, options on commodity futures, commodity options, and/or forex contracts;
- f. applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2010); and
- g. acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2010)), agent or any other officer or employee of any person registered,

exempted from registration or required to be registered with the CFTC, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2010).

13. The injunctive provisions of this Consent Order shall be binding upon Defendants, upon any person who acts in the capacity of officer, agent, servant, employee, or attorney, successor and/or assign of Defendants, and upon any person who receives actual notice of this Consent Order, by personal service or otherwise, insofar as he or she is acting in active concert or participation with Defendants.

**IV. ORDER OF RESTITUTION, DISGORGEMENT AND CIVIL MONETARY PENALTY**

14. Defendants shall comply fully with the following terms, conditions and obligations relating to the payment of restitution, disgorgement and a civil monetary penalty. The equitable and statutory relief provisions of this Consent Order shall be binding upon Defendants and any person who is acting in the capacity of officer, agent, employee, servant, or attorney of Defendants, and any person acting in active concert or participation with Defendants.

**A. Restitution**

15. Defendants are hereby jointly and severally liable to pay restitution in the amount of \$112,400.40, plus post-judgment interest (the “Restitution Obligation”). The Restitution Obligation is due on the tenth (10<sup>th</sup>) business day after entry of this Consent Order. Should Defendants not satisfy this Restitution Obligation within ten (10) days of the date of entry of this Consent Order, post judgment interest shall accrue on this Restitution Obligation beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961 (a).

**B. Disgorgement**

16. Defendants are hereby ordered to disgorge \$200,000 (“Disgorgement Obligation”). Post-judgment interest shall accrue on the Disgorgement Obligation beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of this Consent Order pursuant to 28 U.S.C. § 1961(a).

17. Appointment of Monitor and Collection and Distribution of Restitution Obligation and Disgorgement Obligation: To effect payment by Defendants and distribution of the Restitution Obligation and Disgorgement Obligation, the Court appoints the National Futures Association (“NFA”) as Monitor. The Monitor shall collect all payments from the Defendants, including the frozen funds identified in paragraph 23, below, and make distributions as set forth below. Because the Monitor is acting as an officer of the Court in performing these services, the Monitor shall not be liable for any action or inaction arising from its appointment as Monitor, other than actions involving fraud.

18. Defendants shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Defendants’ participants, whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any payments received.

19. Defendants shall make restitution and disgorgement payments under this Consent Order in the name of the “Vanderploeg Fund” and shall send such payments by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier’s check, or bank money order, made payable to and sent to the Office of Administration, National Futures Association, 300 S. Riverside Plaza, Suite 1800, Chicago, Illinois 60606, under a cover letter that identifies

the paying Defendant and the name and docket number of this proceeding. The paying Defendant shall simultaneously transmit a copy of the cover letter and the form of payment to the Director, Division of Enforcement, United States Commodity Futures Trading Commission, at the following address: 1155 21<sup>st</sup> Street, N.W., Washington, DC 20581, and to the Chief, Office of Cooperative Enforcement, Division of Enforcement, at the same address.

20. The Monitor shall oversee Defendants' Restitution Obligation and Disgorgement Obligation and shall have the discretion to determine the manner of distribution of funds in an equitable fashion to the parties identified in Exhibit A<sup>1</sup> to this Consent Order. In the event that the amount of restitution payments to the Monitor are less than \$100, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the Commission following the instructions for civil monetary penalty payments set forth in Part V.C., below.

21. Nothing herein shall be construed in any way to limit or abridge the rights of any customer that exist under federal, state, or common law to assert a claim for recovery against Defendants subject to any offset or credit that Defendants may be entitled to claim under the law governing that customer's claim. Subsequent to the entry of this Consent Order, each Defendant shall provide the Commission and the Monitor with immediate notice of any filing or compromise and settlement of any private or governmental actions relating to the subject matter of this Consent Order in the manner required by Part VI of this Consent Order.

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<sup>1</sup> The parties listed on Exhibit A were compiled by the CFTC based upon the information available at the time of submission of this Order. To the extent additional affected Grain Entities were unintentionally omitted from Exhibit A, their omission shall not prejudice their right to claim a pro-rata share of the Disgorgement Obligation upon sufficient proof to the Monitor. In the event an omitted Grain Entity claims a share of the Disgorgement Obligation, the Monitor shall use its discretion in determining whether such omitted Grain Entity has made a sufficient showing as to warrant inclusion in any distributions made by the Monitor in full or partial satisfaction of the Disgorgement Obligation.

22. Frozen Accounts, Transfer of Funds, and Partial Satisfaction of Restitution

Obligation: Upon the entry of this Consent Order, the Commission shall promptly provide each of the financial institutions identified in this paragraph with a copy of this Consent Order.

Within thirty (30) days of receiving a copy of this Consent Order, each of the financial institutions identified in this paragraph are specifically directed to liquidate and release any and all funds held by any of the Defendants in any account number identified below and to convey by wire transfer to an account designated by the Monitor, any and all funds contained in those accounts, less any amounts required to cover the banks' outstanding administrative or wire transfer fees. The transfer of such funds shall satisfy in part the Restitution Obligation identified in paragraph 16. At no time during the liquidation, release and/or wire transfer of these funds pursuant to this Consent Order shall the Defendants be afforded any access to, or be provided with, any funds from these accounts. Defendants, as well as all banks and financial institutions listed in this Consent Order, shall cooperate fully and expeditiously with the Commission and Monitor in the liquidation, release and wire. The accounts to be liquidated, released and transferred are:

- a. All accounts held by, or on behalf of, or in the names of any of the Defendants at Bank of America, N.A., including, but not limited to, the accounts specifically identified as Checking XXXXXXXXX1558, Checking XXXXXXXXX3673, and Checking XXXXXXXXX2662, Checking XXXXXXXXX7021, Checking XXXXXXXXX2122, Checking XXXXXXXXX5252;

- b. All accounts held by, or on behalf of, or in the names of any of the Defendants at Copper Star Bank, including, but not limited to, the accounts specifically identified as Checking XXXX1655;
- c. Account XXXX5447 in the name of Defendant Mark Vanderploeg at Charles Schwab; and
- d. All funds belonging to Defendant Mark Vanderploeg that are held by the law firm of Bellah & Associates, PLLC in Glendale, Arizona, whether held in the firm's trust account, or otherwise;

23. Accrual of Funds to U.S. Governmental Entities: To the extent that any funds accrue to any U.S. governmental entity, including but not limited to the U.S. Treasury, as a result of the Restitution Obligation, or the Disgorgement Obligation, such funds shall be transferred to the Monitor for disbursement in accordance with the procedures set forth in this Part V of the Consent Order.

### **C. Civil Monetary Penalty**

24. Pursuant to Section 6c of the Act, to be codified at 7 U.S.C. § 13a-1, and Regulation 143.8(a)(1)(i), 17 C.F.R. § 143.8(a)(1)(i) (2010), this Court may impose an order directing Defendants, jointly and severally, to pay a civil monetary penalty ("CMP"), to be assessed by the Court, in amounts of not more than the greater of (1) triple the monetary gain to Defendants for each violation of the Act and Regulations; or (2) \$130,000 for each violation of the Act and Regulations occurring from October 23, 2004 through October 22, 2008, and \$140,000 for each violation of the Act and Regulations occurring on or after October 23, 2008.

25. Defendants are hereby assessed, jointly and severally, a total CMP in the amount of \$70,000.00, plus post-judgment interest. The CMP is due on the tenth (10<sup>th</sup>) day after the entry of this Consent Order. Should Defendants not satisfy this CMP within ten (10) days of the date of entry of this Consent Order, post judgment interest shall accrue on this CMP beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961.

26. Defendants shall pay the CMP by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order. If payment is to be made by other than electronic funds transfer, the payment shall be made payable to the United States Commodity Futures Trading Commission and sent to the address below:

United States Commodity Futures Trading Commission  
Division of Enforcement  
ATTN: Marie Bateman – AMZ-300  
DOT/FAA/MMAC  
6500 S. MacArthur Boulevard  
Oklahoma City, Oklahoma 73169  
Telephone: (405) 954-6569

If the payment is to be made by electronic funds transfer, contact Marie Bateman, or her successor, at the above address for payment instructions, and shall fully comply with those instructions. Defendants shall accompany the payment of the CMP with a cover letter that identifies the paying Defendant and the name and docket number of this proceeding. Defendants shall simultaneously transmit copies of the cover letter and the form of payment to the Director, Division of Enforcement, United States Commodity Futures Trading Commission, Three Lafayette Center, 1155 21<sup>st</sup> Street, N.W., Washington, DC 20581; and to the Chief, Office of Cooperative Enforcement, Division of Enforcement, at the same address.

**D. Provisions Related to Monetary Sanctions**

27. Satisfaction: Upon full satisfaction of the Restitution Obligation, the Disgorgement Obligation and CMP, satisfaction of judgment will be entered as to the Defendants.

28. Partial Satisfaction: Any acceptance by the CFTC and/or Monitor of partial payment of the restitution obligation or CMP obligation ordered in this Consent Order shall not be deemed a waiver of the Defendants' requirement to make further payments pursuant to this Consent Order, or a waiver of the CFTC's right to seek to compel payment of any remaining balance.

**V. MISCELLANEOUS PROVISIONS**

**IT IS FURTHER ORDERED THAT:**

29. Upon execution of this Consent Order by the Court, the SRO (Docket No. 13) and the Consent Order of Preliminary Injunction (Docket No. 34) and all other orders entered in this matter shall be superseded by this Consent Order and the asset freeze contained in the SRO and Consent Preliminary Injunction is lifted and shall have no further force and effect with respect to all of Defendants' accounts, with the exception of those accounts described in paragraph 22 of this Consent Order.

30. Notice: All notices required to be given by any provision in this Consent Order shall be sent by email, facsimile, or certified mail, return receipt requested, as follows:

Notice to CFTC:

Division of Enforcement  
U.S. Commodity Futures Trading Commission  
4900 Main Street, Suite 500  
Kansas City, MO 64112-1764

(816) 960-7750 (facsimile)  
[jmettenburg@cftc.gov](mailto:jmettenburg@cftc.gov) and [priggs@cftc.gov](mailto:priggs@cftc.gov)

All such notices to the CFTC shall reference the name and docket number of this action. Notice to Defendants shall be as follows:

Spencer Fane Britt & Browne LLP  
Attn: Joshua C. Dickinson  
9420 Underwood Avenue  
Suite 200  
Omaha, NE 68114

31. Change of Address/Phone: In the event that Defendants change telephone number(s) and/or address(es) at any time within seven (7) years of entry of the Consent Order, Defendants shall provide written notice of the new number(s) and/or address(es) to the CFTC within ten (10) calendar days thereof.

32. Entire Agreements and Amendments: This Consent Order incorporates all of the terms and conditions of the settlement among the parties hereto. Nothing shall serve to amend or modify this Consent Order in any respect whatsoever, unless: (1) reduced to writing; (2) signed by all parties hereto; and (3) approved by order of this Court.

33. The equitable relief provisions of this Consent Order shall be binding upon Defendants and any person who is acting in the capacity of officer, agent, employee, servant, or attorney of either Defendant, and any person acting in active concert or participation with either Defendant who receives actual notice of this Consent Order by personal service or otherwise.

34. Invalidation: If any provision of this Consent Order or if the application of any provisions or circumstances is held invalid, the remainder of the Consent Order and the application of the provisions to any other person or circumstance shall not be affected by the holding.

35. Waiver: The failure of any party hereto at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same or any other provision of this Consent Order. No waiver in one or more instances of the breach of any provision contained in this Consent Order shall be deemed to be or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Consent Order.

36. Authority: Mark Vanderploeg hereby warrants that he is the sole owner of Midwest Land & Livestock, Inc., DCV Farms, Inc. and SKV Farms Inc. and that this Consent Order has been duly authorized by these corporations and he has been duly empowered to sign and submit it on behalf of these corporations.

37. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this case to assure compliance with this Consent Order and for all other purposes related to this action, including any motion by Defendants to modify or for relief from the terms of this Consent Order.

38. Counterparts and Facsimile Execution: This Consent Order may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile or otherwise) to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature to this agreement that is delivered by facsimile or otherwise shall be deemed for all purposes as constituting good and valid execution and delivery by such party of this Consent Order.

There being no just reason for delay, the Clerk of the Court is hereby directed to enter this *Consent Order of Permanent Injunction and Other Equitable Relief Against Defendants*.

**ORDERED AND ADJUDGED.**

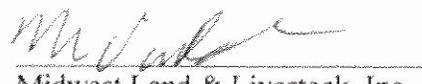
**DONE AND ORDERED** at Wichita, Kansas, this 9<sup>th</sup> day of December, 2011.

/s Eric F. Melgren  
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ERIC F. MELGREN  
UNITED STATES DISTRICT JUDGE  
DISTRICT OF KANSAS



Mark A. Vanderploeg  
Defendant

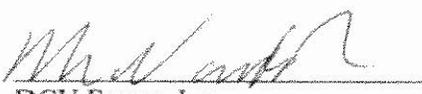
Date: 9/27, 2011



Midwest Land & Livestock, Inc.  
Defendant

By: Mark A. Vanderploeg

Date: 9/27, 2011

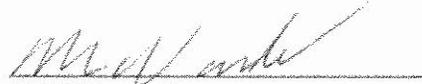


DCV Farms, Inc.

Defendant

By: Mark A. Vanderploeg

Date: 9/27, 2011



SKV Farms Inc.

Defendant

By: Mark A. Vanderploeg

Date: 9/27, 2011



Joshua C. Dickinson  
Spencer Fane Britt & Browne LLP

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Attorneys for Defendants

Date: 10-12, 2011

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Commission

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Fax: (816) 960-7750

[jmettenburg@cftc.gov](mailto:jmettenburg@cftc.gov)

[priggs@cftc.gov](mailto:priggs@cftc.gov)

Date: \_\_\_\_\_, 2011

\_\_\_\_\_  
Mark A. Vanderploeg  
Defendant

Date: \_\_\_\_\_, 2011

\_\_\_\_\_  
Midwest Land & Livestock, Inc.  
Defendant  
By: Mark A. Vanderploeg

Date: \_\_\_\_\_, 2011

\_\_\_\_\_  
DCV Farms, Inc.  
Defendant  
By: Mark A. Vanderploeg

Date: \_\_\_\_\_, 2011

\_\_\_\_\_  
SKV Farms Inc.  
Defendant  
By: Mark A. Vanderploeg

Date: \_\_\_\_\_, 2011

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\_\_\_\_\_  
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Fax: (816) 960-7750  
jmettenburg@cftc.gov  
priggs@cftc.gov

Date: December 7, 2011

Exhibit A  
To Consent Order of  
Permanent Injunction and  
For Other Equitable Relief  
Against Defendants

## EXHIBIT A TO CONSENT ORDER

DISGORGEMENT SETTLEMENT - \$200,000				
ELEVATOR	LOCATION	DISGORGEMENT AMOUNT	PERCENTAGE SHARE OF DISGORGEMENT	PRO RATA ALLOCATION
Farmer's Coop	Dorchester NE	\$ 59,201.50	17.83%	\$ 35,667.64
AGP Grain	Hastings, NE	51,637.62	15.56%	31,110.56
Prairie Ag Cooperative	Winfield, IA	40,653.00	12.25%	24,492.56
Harvest Land Coop	Morgan, MN	39,972.00	12.04%	24,082.27
Red River Grain Company	Breckenridge, MN	39,804.00	11.99%	23,981.06
Mid Iowa Cooperative	Beaman, IA	27,246.00	8.21%	16,415.13
Twomey Company	Smithshire, IL	23,241.00	7.00%	14,002.20
Top Flight	Monticello, IL	21,915.00	6.60%	13,203.32
Scoular	Omaha, NE	12,091.88	3.64%	7,285.10
Anonymous #6 (NC)	Illinois	9,000.00	2.71%	5,422.31
Anonymous #8 (FL)	Illinois	7,200.00	2.17%	4,337.85
<b>Total</b>		<b>\$ 331,962.00</b>	<b>100.00%</b>	<b>\$ 200,000.00</b>

RESTITUTION SETTLEMENT - \$112,400.40				
ELEVATOR	LOCATION	RESTITUTION AMOUNT	PERCENTAGE SHARE OF DISGORGEMENT	PRO RATA ALLOCATION
Great Bend Coop	Great Bend, KS	\$ 44,412.50	39.51%	\$ 44,412.50
Right Coop	Wright, KS	25,350.00	22.55%	25,350.00
Cargill	Topeka, KS	12,621.00	11.23%	12,621.00
Bartlett Grain Company	Scott City, KS	11,086.50	9.86%	11,086.50
Irsik & Doll Feed Services	Cimarron, KS	11,000.00	9.79%	11,000.00
Garden City Coop	Garden City, KS	4,697.92	4.18%	4,697.92
McCoy Grain Company	Sublette, KS	3,232.48	2.88%	3,232.48
<b>Total</b>		<b>\$ 112,400.40</b>	<b>100.00%</b>	<b>\$ 112,400.40</b>