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December 3, 2013

HAND DELIVERY

Kristin Forsberg, CPA, CFE
Insurance Financial Examiner/Licensing Specialist
Bureau of Financial Analysis and Examinations
Office of the Commissioner of Insurance
GEF 3, 2nd Floor
125 South Webster Street
Madison, WI 53702

RE: Form A - Acquisition of Control of CMG Mortgage Insurance Company, CMG Mortgage Assurance Company, and CMG Mortgage Reinsurance Company by Arch U.S. MI Holdings Inc. ("Applicant")

Dear Kristin:

Thank you for your November 22, 2013 letter regarding this Form A filing. Your inquiries are set forth in italics below, followed by Applicant's responses.

- 1. Service Agreement (Exhibit G-1): Paragraph 7 of the Service Agreement between Arch U.S. MI Services, Inc. ("Service Corporation") and the CMG mortgage insurance companies (collectively, the "Company") states: "Company shall pay to Service Corporation as compensation for the services set-forth in Paragraph 2 ... the costs incurred by Service Corporation in providing said services. In situations where the Service Corporation has incurred an expense on behalf of the Company, and such expense is already inclusive of a mark-up charged by an affiliate [of] Service Corporation, such expense shall not bear any additional mark-up ..."*

With respect to the Service Agreement, we believe that services should be provided on an actual cost basis in Paragraph 7, at least by the Wisconsin-domiciled insurers. The profits of the Wisconsin domiciled insurers can be distributed through the payment of ordinary dividends or through extraordinary dividends with regulatory review.

Please amend this agreement to provide that compensation paid by the Wisconsin-domiciled insurers will be paid on an actual cost basis.

Applicant will revise paragraph 7 of the proposed Service Agreement (Exhibit G-1) to provide that an expense on behalf of the Company charged by an affiliate will not bear any mark-up on the costs incurred by the affiliate originally providing the service or other item. The revised Service Agreement (Exhibit G-1) is enclosed, along with a version marked to show changes from the proposed agreement originally submitted with the Form A.

As described further below, Applicant will also revise the proposed Service Agreement (Exhibit G-1) to (1) incorporate the services previously proposed to be provided by Arch Capital Services Inc. ("Arch Services") under the Administrative Support Services Agreement (Exhibit G-2), and (2) have Applicant provide those services as a new party to the Service Agreement (Exhibit G-1). In other words, Applicant will be contracting with the Company to provide those services instead of Arch Services. The revised paragraph 7 of the proposed Service Agreement (Exhibit G-1) described above will, of course, apply to these additional services provided through Applicant.

2. *Administrative Support Services Agreement (Exhibit G-2): Section 3 of the Administrative Support Services Agreement between Arch Capital Services, Inc. ("Arch Services"), Arch Capital Group Ltd. ("ACGL") and other direct and indirect Arch Subsidiaries states that "ACGL and each Arch Subsidiary each agree to pay to Arch Services as compensation for services rendered to such party under this Agreement such arm's-length amounts as such party and Arch Services shall agree to from time to time."*

With respect to the Administrative Support Services Agreement, we believe that services should be provided on an actual cost basis in Section 3, at least by the Wisconsin-domiciled insurers. The profits of the Wisconsin-domiciled insurers can be distributed through the payment of ordinary dividends or through extraordinary dividends with regulatory review.

Please amend this agreement to provide that compensation paid by the Wisconsin-domiciled insurers will be paid on an actual cost basis. Alternatively, perhaps there could be a separate agreement between Arch Capital Services, Inc. and the Wisconsin-domiciled insurers.

Applicant will withdraw the Administrative Support Services Agreement (Exhibit G-2). In place of this agreement, Applicant proposes to add the services described in § 2 of the Administrative Support Services Agreement (Exhibit G-2) to paragraph 2 of Service Agreement (Exhibit G-1) and to add Applicant as a party to the Service Agreement (Exhibit G-1) to provide these services. Thus, Applicant will be contracting with the Company to provide those services instead of Arch Services. Applicant will obtain the capability to provide those services to the Company by agreement with Arch Services.

3. *ARL Quota Share Reinsurance Agreement (Exhibit G-5): Section 15.02 of the ARL Quota Share Reinsurance Agreement between CMG MI and Arch Reinsurance Ltd.*

Kristin Forsberg
December 3, 2013
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("ARL") states that: "As the Reinsurer is not licensed or accredited in the Company's state of domicile, the Reinsurer shall establish and maintain security, at its sole expense, in the amount of the Required Balance in accordance with the remaining provisions of this Section 15.02 and in accordance with the applicable requirements of Wisconsin Insurance Regulation 3.09."

While we understand and appreciate the full variety of reinsurance security options listed in Section 15.02, it is OCI's expectation that the trust account option would be used under the already approved form of reinsurance trust agreement. If special circumstances arise, we would certainly discuss use of the other options with you.

Please confirm that the Applicant will use of the trust account option, under the already approved form of reinsurance trust agreement.

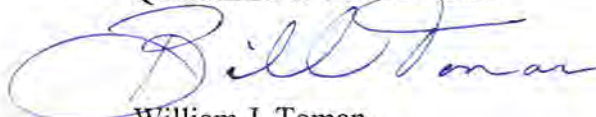
This will confirm that Reinsurer will use the trust account option, in the form of the reinsurance trust agreement already approved by your Office, under § 15.02 the Quota Share Reinsurance Agreement (Exhibit G-5).

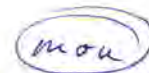
* * * *

If you have any questions, please do not hesitate to contact me, or Louis Petrillo, President and General Counsel at Arch Capital Services Inc., at (914) 872-3610 or lpetrillo@archcapservices.com. Thank you again for your consideration.

Very truly yours,

QUARLES & BRADY LLP


William J. Toman



WJT:mjw
Enclosures

cc(w/enc.): Louis T. Petrillo

SERVICE AGREEMENT

This Service Agreement is made as of _____, 2013, by and among [CMG Company name] Company, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin (hereinafter referred to as "Company"), Arch U.S. MI Holdings Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Holdings Corporation"), and Arch U.S. MI Services Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Service Corporation").

WHEREAS, Service Corporation is a wholly-owned subsidiary of [CMG] Mortgage Insurance Company and has, according to the laws of the State of Wisconsin, its by-laws and articles of incorporation, entered into the business of providing various insurance services to policyholders, and various services to insurance companies; and

WHEREAS, Company is a wholly-owned subsidiary of Holdings Corporation and has, according to the laws of the State of Wisconsin, its by-laws and articles of incorporation, entered into the business of providing administrative support services to insurance companies; and

WHEREAS, Company desires that Service Corporation and Holdings Corporation furnish personnel, equipment, supplies, consultation services and offices in order to assist Company in the transaction of its business;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

1. Effective Date - This Agreement shall be effective and binding upon the parties hereto, their successors and assigns, as of _____, 2013.

2. Services Provided - Company hereby employs Service Corporation and Holdings Corporation under the terms of this Agreement, and Service Corporation and Holdings Corporation hereby agree to act as set forth herein for the duration of this Agreement, unless this Agreement is terminated earlier as hereinafter set forth.

(a) During such period, but subject to restrictions hereinafter set forth, Service Corporation shall provide Company with assistance and support with respect to all phases of Company's operations, including, but not limited to, the following:

(i) Accounting - Service Corporation shall provide Company with accounting services as requested and needed by Company. These shall include services relating to taxes, keeping general books of account, as well as preparation of any and all other accounting, statistical records or financial reports as requested and deemed necessary by Company or Service Corporation.

(ii) Data Processing, Systems Work, Records - Service Corporation shall provide Company with the necessary assistance relating to data processing and systems work. Service Corporation shall further maintain and keep records of statistics, claims and other pertinent data relative and necessary to the operations of Company. It is hereby understood that said records are the property of Company, and shall be made available by Service Corporation to Company for

Company's reasonable inspection, upon the request, either oral or written, of Company.

(iii) Information Technology - Service Corporation shall provide Company with the necessary assistance for the efficient operation of the information technology systems including, but not limited to, common infrastructure support, technical advice and end-user support. Service Corporation shall further provide support for financial, human resource and Risk Management Solutions, Inc. applications.

(iv) Legal Services - Service Corporation shall provide legal services and assistance as are reasonably requested by Company.

(v) Other Responsibilities - Service Corporation shall further be responsible for all other services required for the efficient operation of the business of Company including, but not limited to, office space, general overhead items, advertising, allocation of expenses and collection and handling of premium monies; provided, however, that Service Corporation shall have no authority to incur any obligations or liabilities on behalf of, or for the account of Company, without first obtaining the prior written consent of the Chief Executive Officer of Company.

(b) During such period, but subject to restrictions hereinafter set forth, Holdings Corporation shall provide Company with assistance and support with respect to all phases of Company's operations, including, but not limited to, the following:

- (i) bookkeeping and accounting services;
- (ii) payroll-related administrative support services;
- (iii) assistance with the preparation of SEC reports and filings;
- (iv) assistance with the preparation of federal, state and local tax returns;
- (v) information technology services;
- (vi) arranging of separate insurance coverage;
- (vii) employee benefit plan and human resources consulting;
- (viii) legal services; and
- (ix) maintaining data bases of objective factual information to facilitate conflicts checks.

3. Rights of Company - It is expressly understood between the parties that the ultimate control and responsibility of all phases of Company's operations rest with Company's Board of Directors and Officers. To this extent, Company shall:

- (a) Retain custody of, responsibility for, and control of all investments;
- (b) Have custody of, and keep, its general corporate accounts and records;
- (c) Own all records of its business;
- (d) Have the ultimate right to cancel any risk, and retain the right to not enter into any policy of insurance;

(e) Have ultimate responsibility and control over its insurance policies and insureds, and

(f) Retain the right to cancel this Service Agreement and discharge Service Corporation or Holdings Corporation, in the methods herein provided, should Service Corporation or Holdings Corporation fail to satisfactorily perform the obligations so stated herein.

4. Fiduciary Role - Any and all insurance premiums or other income collected by Service Corporation for the benefit of the Company shall be held in a fiduciary capacity and shall be immediately paid to Company immediately following collection thereof.

5. Assignment - It is expressly agreed that, as this Service Agreement is entered into for the purpose of providing personnel, management services, and the necessary goods to perform said functions, this Agreement shall not be assigned by Service Corporation or Holdings Corporation.

6. Competition - Neither Service Corporation or Holdings Corporation nor Company shall enter into any other arrangement which is in direct competition to the other.

7. Compensation - Company shall pay to Service Corporation as compensation for the services set forth in paragraph 2, sub-paragraph (a), the costs incurred by Service Corporation in providing said services. Company shall pay to Holdings Corporation as compensation for the services set forth in paragraph 2, sub-paragraph (b), the costs incurred by Holdings Corporation in providing said services. In situations where the Service Corporation or Holdings Corporation has incurred an expense on behalf of the Company charged by an affiliate of Service Corporation, or Holdings Corporation, such expense shall not bear any mark-up on the costs incurred by the affiliate of Service Corporation or Holdings Corporation originally providing the service or other item. Payment shall be as follows:

(a) Service Corporation and Holdings Corporation shall submit a bill to Company for all services provided to the date of the bill in order to be paid under this Agreement; and

(b) Company shall remit payment to Service Corporation and Holdings Corporation when billed. Service Corporation and Holdings Corporation may bill for services rendered at any time throughout the month or at any time during the following two months. The Company recognizes that Service Corporation and Holdings Corporation may be paid at intervals as required to be reimbursed for services rendered at any time throughout the month.

8. Expenses - Company shall reimburse Service Corporation and Holdings Corporation for all reasonable and documented out-of-pocket expenses.

9. Extension of Agreement - This Agreement may be renegotiated at any time, provided that the Board of Directors of Company, Service Corporation, and Holdings Corporation shall first give the other duly authorized and passed resolutions of their respective Board of Directors prior to said renegotiations. Company shall retain the ultimate right to cancel this Agreement if the renegotiated contract is not satisfactory thereto. Upon the mutual consent of the

parties hereto, this Agreement may be extended for any additional period of time, and upon the terms and conditions hereof, or modified by the mutual consent of the parties.

10. Termination - This Agreement shall remain in effect subject to the provisions of the herein described terms of paragraph nine (9). This Agreement may be terminated by either party hereto upon:

(a) The giving of at least ninety (90) days written notice to the other party;
or

(b) Upon the duly authorized and passed resolution of the Board of Directors of Company, Service Corporation, and Holdings Corporation, thereby expressing their intent to terminate this Agreement.

11. Non-Compliance - Should the parties fail to comply with the terms of paragraphs 7(a) and 7(b), this Agreement shall be deemed suspended until compliance is effectuated by the parties. No funds shall be exchanged, under this contract or otherwise, between the parties, until such time as the terms of paragraph 7(a) and 7(b) are duly complied with.

12. Amendment - This Agreement may not be modified orally, nor may it be modified by any subsequent practice or course of dealing by the parties, or in any manner other than in writing, duly attached as an addendum hereto, and executed by duly authorized officers of Company, Service Corporation, and Holdings Corporation.

13. Entire Agreement - This Agreement is the entire Agreement between the parties and supersedes any and all prior agreements, either oral or written, between the parties hereto.

14. Headings - The headings contained in this Agreement are intended solely for the purpose of clarification, and are not intended, nor shall they, affect the interpretation of this Agreement.

15. Illegality - Should any provision of this Agreement be determined by any court, regulatory body, or administrative body to be illegal under the laws or regulations of the State of Wisconsin, that section shall be deemed stricken, without affecting the other provisions hereof.

16. Offset.

Company, Service Corporation, and Holdings Corporation shall have and may exercise, at any time and from time to time, the right to offset amounts due and payable by one party to the other against amounts due and payable by such other party, pursuant to the terms and conditions of this Service Agreement. Such right to offset applies to any agreement that is required to be filed with the Wisconsin Office of the Commissioner of Insurance, the subject matter of which is covered by the Service Agreement. The party asserting the right of offset shall have and may exercise such right when all the following conditions are met:

- a.) Each party owes the other a determinable amount or amounts, which amount or amounts may be reliably estimable by both parties;
- b.) The party claiming the offset has the right to offset the amount owed to the other party against the amount owed by the other party;

c.) The party claiming the offset intends to offset; and

d.) The right of offset is enforceable by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

By: _____

ARCH U.S. MI SERVICES INC.

By: _____

ARCH U.S. MI HOLDINGS INC.

By: _____

SERVICE AGREEMENT

This Service Agreement is made as of _____, 2013, by and ~~between~~among [CMG Company name] Company, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin (hereinafter referred to as "Company"), Arch U.S. MI Holdings Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Holdings Corporation"), and Arch U.S. MI Services Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Service Corporation").

WHEREAS, ~~Company~~Service Corporation is a wholly-owned subsidiary of ~~Service Corporation~~[CMG] Mortgage Insurance Company and has, according to the laws of the State of Wisconsin, its by-laws and articles of incorporation, entered into the business of providing various insurance services to policyholders, and various services to insurance companies; and

WHEREAS, Company is a wholly-owned subsidiary of Holdings Corporation and has, according to the laws of the State of Wisconsin, its by-laws and articles of incorporation, entered into the business of providing administrative support services to insurance companies; and

WHEREAS, Company desires that Service Corporation and Holdings Corporation furnish personnel, equipment, supplies, consultation services and offices in order to assist Company in the transaction of its business; ~~and~~

~~WHEREAS, the parties hereto agree that Service Corporation shall be fairly compensated by Company for the services and materials thereby provided, upon a basis mutually agreed to by the parties.~~

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

1. Effective Date - This Agreement shall be effective and binding upon the parties hereto, their successors and assigns, as of _____, 2013.

2. Services Provided - Company hereby employs Service Corporation and Holdings Corporation under the terms of this Agreement, and Service Corporation and Holdings Corporation hereby ~~agrees~~agree to act as set forth herein for the duration of this Agreement, unless this Agreement is terminated earlier as hereinafter set forth.

(a) During such period, but subject to restrictions hereinafter set forth, Service Corporation shall provide Company with assistance and support with respect to all phases of Company's operations, including, but not limited to, the following:

(ai) Accounting - Service Corporation shall provide Company with accounting services as requested and needed by Company. These shall include services relating to taxes, keeping general books of account, as well as preparation of any and all other accounting, statistical records or financial reports as requested and deemed necessary by Company or Service Corporation.

(bij) Data Processing, Systems Work, Records - Service Corporation shall provide Company with the necessary assistance relating to data processing and systems work. Service Corporation shall further maintain and keep records of statistics, claims and other pertinent data relative and necessary to the

operations of Company. It is hereby understood that said records are the property of Company, and shall be made available by Service Corporation to Company for Company's reasonable inspection, upon the request, either oral or written, of Company.

(eiii) Information Technology - Service Corporation shall provide Company with the necessary assistance for the efficient operation of the information technology systems including, but not limited to, common infrastructure support, technical advice and end-user support. Service Corporation shall further provide support for financial, human resource and Risk Management Solutions, Inc. applications.

(eiv) Legal Services - Service Corporation shall provide legal services and assistance as are reasonably requested by Company.

(ev) Other Responsibilities - Service Corporation shall further be responsible for all other services required for the efficient operation of the business of Company including, but not limited to, office space, general overhead items, advertising, allocation of expenses and collection and handling of premium monies; provided, however, that Service Corporation shall have no authority to incur any obligations or liabilities on behalf of, or for the account of Company, without first obtaining the prior written consent of the Chief Executive Officer of Company.

(b) During such period, but subject to restrictions hereinafter set forth, Holdings Corporation shall provide Company with assistance and support with respect to all phases of Company's operations, including, but not limited to, the following:

- (i) bookkeeping and accounting services;
- (ii) payroll-related administrative support services;
- (iii) assistance with the preparation of SEC reports and filings;
- (iv) assistance with the preparation of federal, state and local tax returns;
- (v) information technology services;
- (vi) arranging of separate insurance coverage;
- (vii) employee benefit plan and human resources consulting;
- (viii) legal services; and
- (ix) maintaining data bases of objective factual information to facilitate conflicts checks.

3. Rights of Company - It is expressly understood between the parties that the ultimate control and responsibility of all phases of Company's operations rest with Company's Board of Directors and Officers. To this extent, Company shall:

- (a) Retain custody of, responsibility for, and control of all investments;
- (b) Have custody of, and keep, its general corporate accounts and records;
- (c) Own all records of its business;

(d) Have the ultimate right to cancel any risk, and retain the right to not enter into any policy of insurance;

(e) Have ultimate responsibility and control over its insurance policies and insureds, and

(f) Retain the right to cancel this Service Agreement and discharge Service Corporation or Holdings Corporation, in the methods herein provided, should Service Corporation or Holdings Corporation fail to satisfactorily perform the obligations so stated herein.

4. Fiduciary Role - Any and all insurance premiums or other income collected by Service Corporation for the benefit of the Company shall be held in a fiduciary capacity and shall be immediately paid to Company immediately following collection thereof.

5. Assignment - It is expressly agreed that, as this Service Agreement is entered into for the purpose of providing personnel, management services, and the necessary goods to perform said functions, this Agreement shall not be assigned by Service Corporation or Holdings Corporation.

6. Competition - Neither Service Corporation or Holdings Corporation nor Company shall enter into any other arrangement which is in direct competition to the other.

7. Compensation - Company shall pay to Service Corporation as compensation for the services set forth in paragraph 2, sub-~~paragraphs a-~~paragraph (a), the costs incurred by Service Corporation in providing said services. Company shall pay to Holdings Corporation as compensation for the services set forth in paragraph 2, sub-paragraph (b), the costs incurred by Holdings Corporation in providing said services. In situations where the Service Corporation or Holdings Corporation has incurred an expense on behalf of the Company, ~~and such expense is already inclusive of a mark-up~~ charged by an affiliate of Service Corporation, or Holdings Corporation, such expense shall not bear any ~~additional~~ mark-up on the costs incurred by the affiliate of Service Corporation or Holdings Corporation originally providing the service or other item. Payment shall be as follows:

(a) Service Corporation and Holdings Corporation shall submit a bill to Company for all services provided to the date of the bill in order to be paid under this Agreement; and

(b) Company shall remit payment to Service Corporation and Holdings Corporation when billed. Service Corporation and Holdings Corporation may bill for services rendered at any time throughout the month or at any time during the following two months. The Company recognizes that Service Corporation and Holdings Corporation may be paid at intervals as required to be reimbursed for services rendered at any time throughout the month.

8. Expenses - Company shall reimburse Service Corporation and Holdings Corporation for all reasonable and documented out-of-pocket expenses.

9. Extension of Agreement - This Agreement may be renegotiated at any time, provided that the Board of Directors of ~~both Company and~~ Service Corporation, and Holdings Corporation shall first give the other duly authorized and passed resolutions of their respective

Board of Directors prior to said renegotiations. Company shall retain the ultimate right to cancel this Agreement if the renegotiated contract is not satisfactory thereto. Upon the mutual consent of the parties hereto, this Agreement may be extended for any additional period of time, and upon the terms and conditions hereof, or modified by the mutual consent of the parties.

10. Termination - This Agreement shall remain in effect subject to the provisions of the herein described terms of paragraph nine (9). This Agreement may be terminated by either party hereto upon:

(a) The giving of at least ninety (90) days written notice to the other party;
or

(b) Upon the duly authorized and passed resolution of the Board of Directors of ~~both Company and~~ Service Corporation, and Holdings Corporation, thereby expressing their intent to terminate this Agreement.

11. Non-Compliance - Should the parties fail to comply with the terms of paragraphs 7(a) and 7(b), this Agreement shall be deemed suspended until compliance is effectuated by the parties. No funds shall be exchanged, under this contract or otherwise, between the parties, until such time as the terms of paragraph 7(a) and 7(b) are duly complied with.

12. Amendment - This Agreement may not be modified orally, nor may it be modified by any subsequent practice or course of dealing by the parties, or in any manner other than in writing, duly attached as an addendum hereto, and executed by duly authorized officers of ~~both Company and~~ Service Corporation, and Holdings Corporation.

13. Entire Agreement - This Agreement is the entire Agreement between the parties and supersedes any and all prior agreements, either oral or written, between the parties hereto.

14. Headings - The headings contained in this Agreement are intended solely for the purpose of clarification, and are not intended, nor shall they, affect the interpretation of this Agreement.

15. Illegality - Should any provision of this Agreement be determined by any court, regulatory body, or administrative body to be illegal under the laws or regulations of the State of ~~Missouri~~ Wisconsin, that section shall be deemed stricken, without affecting the other provisions hereof.

16. Offset.

~~The Company and~~ Service Corporation, and Holdings Corporation shall have and may exercise, at any time and from time to time, the right to offset amounts due and payable by one party to the other against amounts due and payable by such other party, pursuant to the terms and conditions of this Service Agreement. Such right to offset applies to any agreement that is required to be filed with the ~~Missouri Department of~~ Wisconsin Office of the Commissioner of Insurance, the subject matter of which is covered by the Service Agreement. The party asserting the right of offset shall have and may exercise such right when all the following conditions are met:

- a.) Each party owes the other a determinable amount or amounts, which amount or amounts may be reliably estimable by both parties;
- b.) The party claiming the offset has the right to offset the amount owed to the other party against the amount owed by the other party;
- c.) The party claiming the offset intends to offset; and
- d.) The right of offset is enforceable by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

By: _____

ARCH U.S. MI SERVICES INC.

By: _____

ARCH U.S. MI HOLDINGS INC.

By: _____

Document comparison by Workshare Compare on Tuesday, December 03, 2013
9:49:42 AM

Input:	
Document 1 ID	interwovenSite://DMS/ACTIVE/24222390/1
Description	#24222390v1<ACTIVE> - Exhibit G1 - Proposed Services Agreement - CMG Companies and Arch Services
Document 2 ID	interwovenSite://DMS/ACTIVE/24222390/3
Description	#24222390v3<ACTIVE> - Exhibit G1 - Proposed Services Agreement - CMG Companies and Arch Services
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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