

*Handwritten signature*



RECYCLED

## COMMUTATION, SETTLEMENT AGREEMENT AND RELEASE

THIS COMMUTATION, SETTLEMENT AGREEMENT AND RELEASE ("Agreement"), made effective and entered into this 13th day of October, 2004, by and between John Hancock Life Insurance Company, Boston, MA (hereinafter known as "Hancock") and M. Diane Koken, Insurance Commissioner of the Commonwealth of Pennsylvania, in her capacity as Statutory Liquidator of Reliance Insurance Company (In Liquidation) (hereinafter known as "Reliance"). David S. Brietling, Liquidation Operating Officer, is acting on behalf of M. Diane Koken, who is acting on behalf of Reliance pursuant to the powers granted to her under Title 40, Purdon's Pennsylvania Statutes, Section 221.20, et seq. and other applicable statutes, regulations and laws.

### RECITALS

- A. Hancock and Reliance entered into contracts of reinsurance under which Reliance alleges that Hancock obligated itself to accept from Reliance the cession of certain liabilities with respect to risks written or assumed by Reliance and/or agents of Reliance, and;
- B. Hancock and Reliance also entered into contracts of reinsurance under which Hancock alleges that Reliance obligated itself to accept from Hancock the cession of certain liabilities with respect to risks assumed by Hancock and/or agents of Hancock, and;
- C. The reinsurance agreements referred to in Recitals A and B above are set out on Exhibit A attached hereto, and incorporated herein, and are collectively referred to as "the Contracts", herein, and;
- D. Pursuant to the Contracts, there are loss developments, the total amount of which are not fully known or not yet capable of determination, representing liabilities which are or may come due from either Hancock to Reliance or from Reliance to

Hancock, and;

- E. The parties hereto recognize and understand that, based upon current economic projections, a substantial portion of the respective parties' obligations to each other may become payable in the future rather than at present; that their respective future liabilities and obligations to each other pursuant to the Contracts have been evaluated, but cannot be determined in an amount certain at this time; and that a settlement and commutation of the parties' obligations to each other based upon present calculations of outstanding losses, including incurred but not reported losses, will eliminate the uncertainty of contingent liabilities for presently unresolved or unasserted claims, and;
- F. Hancock and Reliance agree that it is in each of their best interests and in the best interests of their respective policyholders and creditors to adjust and settle their differences and to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be received by the parties hereto and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**Commutation of Reinsurance Agreements and Release of Hancock**

1. Subject to the receipt by Reliance of the Consideration as set out in Article 4 herein, together with any collection expenses and accrued interest due as is more particularly described in Articles 8(b) and 9 below, and in further consideration of the release contained in Article 2 herein Reliance hereby irrevocably releases Hancock, its predecessors, successors, assigns, shareholders, officers, directors, agents, sub-agents, brokers and sub-brokers from One Hundred Percent (100%) of all adjustments, obligations, offsets, actions, causes of action, proofs of claim, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, conversions, agreements, promises, damages, judgment claims, and demands whatsoever,

whether known, unknown or suspected, arising out of, or in connection with Hancock's participations on the Contracts, whether or not any of such contracts are void or voidable.

### Release of Reliance

2. In consideration of the release set out in Article 1 herein, Hancock hereby irrevocably releases Reliance, its predecessors, successors, assigns, shareholders, officers, directors, receivers, liquidators, administrators, agents, sub-agents, brokers and sub-brokers from One Hundred Percent (100%) of all adjustments, obligations, offsets, actions, causes of action, proofs of claim, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, conversions, agreements, promises, damages, judgment claims, and demands whatsoever, whether known, unknown or suspected, arising out of, or in connection with Reliance's participation on the Contracts, whether or not any of such contracts are void or voidable.

### Warranties

3. To the best information and belief of each of the parties to this Agreement, the following express warranties apply:

a. There are no pending agreements, transactions, negotiations, regulatory actions or lawsuits in which any of the parties are involved nor are there any threatened regulatory actions or lawsuits or of which any of the parties are aware that would render this Agreement or any part thereof void, avoidable, or unenforceable;

b. No party hereto has transferred, assigned, or contracted to transfer or assign to any person, corporation, company or entity any of its rights, title, benefit or obligations directly arising out of or in connection with the Contracts, including without limitation any balances, accounts, costs, claims, counterclaims or demands which are within the contemplation of this Agreement;

c. No Party has commuted or otherwise settled with or contracted to

commute or settle with any person, corporation, company or entity any of their respective rights, title, benefit or obligations directly arising out of or in connection with the Contracts, including without limitation any balances, accounts, costs, claims, counterclaims or demands which are within the contemplation of this Agreement;

d. Each of the parties agrees to jointly request from the panel of the arbitration proceedings pending between them such documentation as is necessary to effect the release of the escrow described hereinafter to Reliance.

#### Consideration

4. Hancock agrees to pay Reliance the total sum of exactly Thirty Million U.S. Dollars (US\$30,000,000.00) (the "Consideration"). Said payment shall consist of two components: (a) release of the sum of exactly Twenty Million U.S. Dollars (US\$20,000,000.00) from the RIC - J Hancock Escrow Account, Mellon Bank account number RLEF 1600002, which is an escrow account established between the parties in July 2003, and (b) a direct payment of an additional Ten Million U.S. Dollars (US\$10,000,000.00). Said payments shall be made no later than ten (10) days following notice to Hancock by facsimile of the execution of this Agreement by Reliance or its assignee and the approval of the Agreement by the Commonwealth Court of Pennsylvania in accordance with Article 15 herein (the "Completion Date"). Notwithstanding the foregoing, if the ten (10) day period expires on a weekend or a holiday, then the transfer must be completed by the end of the next business day. Hancock shall transfer the direct payment portion of the Consideration to the following account:

Name of Bank:	Mellon Bank Pittsburgh, PA
ABA Number:	043000261
Credit:	Reliance Insurance Company
CHIPS No.:	044840

Account Number: 079-7806

S.W.I.F.T.: MELN US 3P

Ref: Kathy Lee

**Successors and Assigns**

5. This Agreement shall inure to the benefit of and bind Hancock, Reliance and their respective successors and assigns.

**Independent Investigation**

6. Each of the parties acknowledges that it has entered into this Agreement in reliance upon its own independent investigation and analysis of the Contracts and its respective rights and obligations thereunder, and not on the basis of any representation by the other party hereto. Each of the parties further acknowledges that it has read this Agreement, that it has had the opportunity to discuss it with legal counsel, and that it fully understands all of the terms herein.

**Integration and Waiver**

7. This Agreement shall constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous understandings or agreements. No supplement, modification, waiver or termination hereof shall be binding or enforceable unless executed in writing by the parties to be bound thereby. No delay, omission or forbearance on the part of any party to this Agreement in exercising or enforcing any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise or enforcement of such right, power or remedy shall not preclude any other or further exercise or enforcement thereof or of any other right, power or remedy. The rights, powers and remedies provided in this

Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

### **Remedies**

8. In the event that Hancock fails to pay the Consideration to Reliance by the Completion Date, Reliance shall have all rights and remedies available at law or in equity. In addition, Reliance shall have the express right to:

a. Deem the entire Agreement null and void and rescinded by notice in writing to Hancock per Article 11 herein and to seek recovery of all sums due or to become due under the Contracts, or;

b. Bring suit on the Agreement including suit for interest on the agreed-upon but unpaid amount. It is further agreed that any award of interest pursuant to this Article 8.b. shall be at a rate which is equal to one percentage point (1.00%) over the Prime Rate (the base rate on corporate loans at large U.S. money center commercial banks) as published in *The Wall Street Journal*, but in no event shall said interest be calculated at less than six percent (6%) per annum.

### **Expenses of Collection**

9. Subject to the provisions of Article 8(b) herein, if Hancock fails to pay the Consideration to Reliance by the Completion Date, Hancock agrees to reimburse Reliance for all reasonable expenses including, without limitation, attorney fees which are incurred by Reliance in the enforcement of this Agreement and collection of the Consideration together with any interest accrued upon such reasonable expenses from the date of payment of such expenses at the rate set out in Article 8(b) above.

### **Choice of Laws**

10. The performance and interpretation of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania with respect to any dispute arising under this

Agreement between Hancock and Reliance;

### Notices

11. All notices required under this Agreement shall be as follows:

a. Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post/mail (or by air mail if overseas) or by overnight courier service, to the addresses of the parties as set out in Exhibit B attached hereto or to such other person or address as any party may specify by notice in writing to the others.

b. In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly served if (i) sent by first class post on the second business day after posting; (ii) sent by overnight courier on the next business day after mailing (iii) sent by air mail, six (6) days after posting, and; (iv) if delivered personally, when left during normal business hours at the address set out in Exhibit B or any alternative address specified by the receiving party.

### Interpretation

12. The language of this Agreement is the result of negotiation between all parties hereto, and any ambiguities in said language shall not be presumptively construed against or in favor of any party or parties hereto.

### Execution and Approval

13. Except as disclosed in Article 15, each party to this Agreement represents that it is authorized to enter into this Agreement and the transactions contemplated herein.

14. Except as disclosed in Article 15, each signatory to this Agreement represents that said signatory is authorized and empowered to execute this Agreement and the transactions

contemplated herein and that any and all required corporate approval on behalf of Hancock has been properly executed and that the Agreement is entered into voluntarily.

15. M. Diane Koken, as Liquidator, has entered into this agreement solely in her capacity as Liquidator of Reliance and not in any other capacity. Neither the Commonwealth of Pennsylvania nor its Department of Insurance have any obligations under this agreement.

16. With respect to Reliance, this Agreement is subject to final approval by the Commonwealth Court of Pennsylvania (the "Court"), which has jurisdiction over the liquidation of Reliance. Upon execution by all parties hereto, the Liquidator of Reliance shall promptly make application to the Court to secure said approval. In the event the Court does not approve this Agreement, then upon such notice of disapproval, the Liquidator of Reliance shall notify Hancock and this Agreement will become null and void and be rescinded and shall have no further force or effect as between Hancock and Reliance.

17. In the event of the rescission of this Agreement, pursuant to the terms of Article 8, above, or the terms of Article 16, above, the Twenty Million U.S. dollar (\$20,000,000) sum now held in escrow through the RIC - J Hancock Escrow Account, Mellon Bank account number RLEF 1600002, shall remain in escrow under the terms of the Agreement to Fund Escrow dated July 7, 2003 and the Escrow Agreement.

#### **Confidentiality**

18. This Agreement (except the fact thereof) is confidential, and its terms and conditions shall not be disclosed, other than to the party's respective directors, officers, attorneys, liquidators, receivers, administrators, trustees, attorneys, auditors, employees and agents without the express written consent of the other party, except that disclosure may be made, but only as necessary or required: a) in connection with application to the Pennsylvania court for approval of

this Agreement; b) in any proceeding, arbitration, lawsuit or other action among the parties concerning enforcement of this Agreement; c) if compelled by legal process or regulatory requirements; d) to outside auditors or accountants of either party or the Internal Revenue Service; or e) to reinsurers of either party as may have an interest in the commuted claims, but such disclosure is to be made only for the limited purpose of support of outwards reinsurance claims. Prior to disclosure pursuant to sections a) through e), above, the party making disclosure shall take steps where possible to ensure that the person or entity to whom the disclosure is being made shall maintain the confidentiality of this Agreement and its terms in the same manner as and subject to the limitations as set forth above in this Article.

#### **Counterparts**

19. This Agreement may be signed and exchanged in counterpart by facsimile and this Agreement as so signed and exchanged will constitute the binding Agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates set forth.

**RELIANCE INSURANCE COMPANY (In Liquidation)**

By: David S. Britling

Title: Chief Liquidation Operator, Officer

Date: 10/13/04

**JOHN HANCOCK LIFE INSURANCE COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates set forth.

**RELIANCE INSURANCE COMPANY (In Liquidation)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**JOHN HANCOCK LIFE INSURANCE COMPANY**

By: Mohalib M. M. M.

Title: VICE PRESIDENT

Date: 13 October 2004

## EXHIBIT A

All treaty and facultative reinsurance contracts between Hancock and Reliance except where the participation of the party in a particular contract, whether as ceding party or assuming party, was by virtue of its membership in a reinsurance Pool.

Without limiting the above, the following shall be deemed contracts subject to this agreement:

### RELIANCE OUTBOUND CONTRACTS:

JH Reference	TREATY DESCRIPTION	EFF DATE
PQ94095	RELIANCE INSURANCE COMPANY - XOL REINSURANCE	07/01/1995
PQ94096	RELIANCE INSURANCE COMPANY - XOL REINSURANCE	07/01/1996
PQ94097	RELIANCE INSURANCE COMPANY - XOL REINSURANCE	07/01/1997
PQ94098	RELIANCE INSURANCE COMPANY - XOL REINSURANCE	07/01/1998
PQ96696	RELIANCE INSURANCE COMPANY - XOL REINSURANCE	01/01/1996
PR40195	4TH WC PER OCCURRENCE XL	01/01/1995
PR40196	4TH WC PER OCCURRENCE XL	01/01/1996
PR40295	5TH WC PER OCCURRENCE XL	01/01/1995
PR40296	5TH WC PER OCCURRENCE XL	01/01/1996
PR40395	6TH WC PER OCCURRENCE XL	01/01/1995
PR40396	6TH WC PER OCCURRENCE XL	01/01/1996
PR40495	7TH WC PER OCCURRENCE XL	01/01/1995
PR40496	7TH WC PER OCCURRENCE XL	01/01/1996
PR40595	8TH WC PER OCCURRENCE XL	01/01/1995
PR40596	8TH WC PER OCCURRENCE XL	01/01/1996
PZ105296	FIRST WC PER CLMNT XOL	12/31/1996
PZ105297	FIRST WC PER CLMNT XOL	12/31/1997
PZ105396	4TH WC PER OCCURRENCE XOL	12/31/1996
PZ105397	4TH WC PER OCCURRENCE XOL	12/31/1997
PZ105496	5TH WC PER OCCURRENCE XOL	12/31/1996
PZ105497	5TH WC PER OCCURRENCE XOL	12/31/1997
PZ105596	6TH WC PER OCCURRENCE XOL	12/31/1996
PZ105597	6TH WC PER OCCURRENCE XOL	12/31/1997
R10192	A&D QUOTA SHARE	05/01/1992
R10193	A&D QUOTA SHARE	05/01/1993
R10194	A&D QUOTA SHARE	05/01/1994
R10195	A&D QUOTA SHARE	05/01/1995
R10196	RELIANCE INSURANCE COMPANY - Philadelphia	05/01/1996
R20194	A & H GROUP ACCIDENT 1ST XOL	01/01/1994
R20195	A & H GROUP ACCIDENT 2ND XOL	01/01/1995
R40195	RELIANCE TREATY	01/01/1995
R40295	RELIANCE TREATY	01/01/1995
R40395	RELIANCE TREATY	01/01/1995
R40495	RELIANCE TREATY	01/01/1995
R40595	RELIANCE TREATY	01/01/1995
C12195R	CREDIT GENERAL INS XL	07/01/1995

**RELIANCE OUTBOUND CONTRACTS:**

<b>JH Reference</b>	<b>TREATY DESCRIPTION</b>	<b>EFF DATE</b>
RUM0003/96R	CREDIT GENERAL CESSIONS XL	07/01/1996
RUM0003/97R	CREDIT GENERAL CESSIONS XL	07/01/1997
RUM0003/98R	CREDIT GENERAL CESSIONS XL	07/01/1998
RUM0004/96R	AGGREGATE XL	07/01/1996
RUM0004/97R	AGGREGATE XL	07/01/1997
RUM0004/98R	AGGREGATE XL	07/01/1998
RUM0166/98A	TX SONIC EMP TRADE ASSOC XL	07/01/1998
RUM0166/98B	TX SONIC EMP TRADE ASSOC XL	07/01/1998
RUM0167/98	TX SONIC EMP TRADE ASSOC XL	07/01/1998
RUM0168/98	TX SONIC EMP TRADE ASSOC AGG	07/01/1998
RUM0217/97	SC MCDONALDS S I F AGG	01/01/1997
RUM0217/98	SC MCDONALDS S I F AGG	01/01/1998
RUM0218/97	SC MCDONALDS S I F XL	01/01/1997
RUM0218/98	SC MCDONALDS S I F XL	01/01/1998
RUM0219/96	NY OPERATORS S I F XL	12/31/1996
RUM0219/97	NY OPERATORS S I F XL	12/31/1997
RUM0220/96	NY OPERATORS S I F AGG	12/31/1996
RUM0220/97	NY OPERATORS S I F AGG	12/31/1997
RUM0221/97	NC BURGER KING S I F XL	01/01/1997
RUM0222/97	NC BURGER KING S I F AGG	01/01/1997
RUM0223/97	CAROLINA ALLIANCE OF SAFE EMP XL	01/01/1997
RUM0224/97	CAROLINA ALLIANCE OF SAFE EMP XL	01/01/1997
RUM0225/97	CAROLINA ALLIANCE OF SAFE EMP AGG	01/01/1997
RUM0240/97	DUVAL COUNTY SCHOOL BOARD XL	01/31/1997
RUM0241/97	DUVAL COUNTY SCHOOL BOARD XL	01/31/1997
RUM0241/98	DUVAL COUNTY SCHOOL BOARD XL	01/31/1998
RUM0242/97	DUVAL COUNTY SCHOOL BOARD XL	01/31/1997
RUM0242/98	DUVAL COUNTY SCHOOL BOARD XL	01/31/1998
RUM0243/97	DUVAL COUNTY SCHOOL BOARD AGG	01/31/1997
RUM0243/98	DUVAL COUNTY SCHOOL BOARD AGG	01/31/1998
RUM0254/97	CITRUS S I F XL	04/01/1997
RUM0254/98	CITRUS S I F XL	04/01/1998
RUM0255/97	CITRUS S I F XL	04/01/1997
RUM0255/98	CITRUS S I F XL	04/01/1998
RUM0256/97	CITRUS S I F AGG	04/01/1997
RUM0256/98	CITRUS S I F AGG	04/01/1998
RUM0257/97	CITRUS S I F AGG	04/01/1997
RUM0257/98	CITRUS S I F AGG	04/01/1998
RUM0259/96	NY OPERATORS S I F AGG	12/31/1996
RUM0259/97	NY OPERATORS S I F AGG	12/31/1997
RUM0261/97	PALMETTO TIMBER S I F XL	04/01/1997
RUM0261/98	PALMETTO TIMBER S I F XL	04/01/1998
RUM0262/97	PALMETTO TIMBER S I F AGG	04/01/1997
RUM0262/98	PALMETTO TIMBER S I F AGG	04/01/1998
RUM0263/97	ECCLESIASTICAL PROVINCE OF MIAMI XL	04/01/1997
RUM0263/98	ECCLESIASTICAL PROVINCE OF MIAMI XL	04/01/1998
RUM0264/97	ECCLESIASTICAL PROVINCE OF MIAMI XL	04/01/1997
RUM0264/98	ECCLESIASTICAL PROVINCE OF MIAMI XL	04/01/1998

**RELIANCE OUTBOUND CONTRACTS:**

<b>JH Reference</b>	<b>TREATY DESCRIPTION</b>	<b>EFF DATE</b>
RUM0268/97	OREGON OPERATORS S I F AGG	04/01/1997
RUM0268/98	OREGON OPERATORS S I F AGG	04/01/1998
RUM0269/97	OREGON OPERATORS S I F XL	04/01/1997
RUM0269/98	OREGON OPERATORS S I F XL	04/01/1998
RUM0274/97	SC PETROLEUM MARKETERS S I F XL	01/01/1997
RUM0274/98	SC PETROLEUM MARKETERS S I F XL	01/01/1998
RUM0275/97	SC PETROLEUM MARKETERS S I F AGG	01/01/1997
RUM0275/98	SC PETROLEUM MARKETERS S I F AGG	01/01/1998
RUM0276/97	TX EDUCATIONAL ENTITY COOPERATIVE AGG XL	09/01/1997
RUM0277/97	TX EDUCATIONAL ENTITY COOPERATIVE XL	09/01/1997
RUM0278/97R	CREDIT GENERAL QS	03/01/1997
RUM0278/97RM	CREDIT GENERAL QS -- GROUP HEALTH ACCOUNT	03/01/1997
RUM0294/97	FL SCHOOL BOARDS INSURANCE TRUST XL	07/01/1997
RUM0294/98	FL SCHOOL BOARDS INSURANCE TRUST XL	07/01/1998
RUM0295/97	LOGIC XL	07/01/1997
RUM0296/97	LOGIC XL	07/01/1997
RUM0297/97	LOGIC XL	07/01/1997
RUM0298/97	LOGIC AGG	07/01/1997
RUM0301/97	TN SCHOOL BOARDS XL	07/01/1997
RUM0301/98	TN SCHOOL BOARDS XL	07/01/1998
RUM0302/97	TN SCHOOL BOARDS XL	07/01/1997
RUM0302/98	TN SCHOOL BOARDS XL	07/01/1998
RUM0303/97	TN SCHOOL BOARDS XL	07/01/1997
RUM0303/98	TN SCHOOL BOARDS XL	07/01/1998
RUM0304/97	TN SCHOOL BOARDS AGG	07/01/1997
RUM0304/98	TN SCHOOL BOARDS AGG	07/01/1998
RUM0305/97	GA WC FUND FOR HEALTHCARE XL	07/01/1997
RUM0306/97	GA WC FUND FOR HEALTHCARE AGG	07/01/1997
RUM0307/97	TN ROAD & BUILDERS XL	07/01/1997
RUM0308/97	TN ROAD & BUILDERS AGG	07/01/1997
RUM0312/97	SC SCHOOL BOARDS XL	07/01/1997
RUM0313/97	SC SCHOOL BOARDS XL	07/01/1997
RUM0314/97	SC SCHOOL BOARDS XL	07/01/1997
RUM0315/97	SC SCHOOL BOARDS AGG	07/01/1997
RUM0316/97	SC SCHOOL BOARDS AGG	07/01/1997
RUM0328/97	MD MOTOR TRUCK S I F XL	08/01/1997
RUM0329/97	MD MOTOR TRUCK S I F XL	08/01/1997
RUM0342/97	ORANGE COUNTY B O C C XL	10/01/1997
RUM0364/97	ORANGE COUNTY B O C C XL	10/01/1997
RUM0380/98	FL RESTAURANT OWNERS S I F XL	01/01/1998
RUM0381/98	FL RESTAURANT OWNERS S I F XL	01/01/1998
RUM0389/97	NY OPERATORS S I F XL	12/31/1997
RUM0390/95	NY OPERATORS S I F XL	12/31/1995
RUM0391/95	NY OPERATORS S I F AGG	12/31/1995
RUM0455/96	TX EDUCATIONAL ENTITY COOPERATIVE AGG	09/01/1996

**RELIANCE INBOUND CONTRACTS:**

<b>JH Reference</b>	<b>TREATY DESCRIPTION</b>	<b>EFF DATE</b>
CED113	PH Catastrophe XOL	10/01/1997
CED124	Variable 95% QS Retro (JP Woods)-PH	10/01/1997
CED210	Quota Share Facility 1996 YOA excl Medical	01/01/1996
CED211	Quota Share Facility 1997 YOA excl Medical	01/01/1997
CED212	Quota Share Facility 1998 YOA	01/01/1998
CED213	Quota Share Facility 1996 YOA Medical	01/01/1996
CED214	Quota Share Facility 1997 YOA Medical	01/01/1997

**EXHIBIT B**

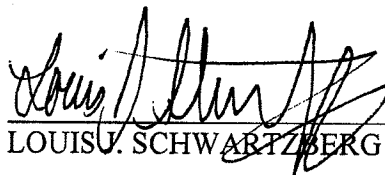
For Reliance/The Liquidator

Keith Kaplan  
Reliance Insurance Company (In Liquidation)  
5 Hanover Square  
New York, NY 10004  
Tel. 212-858-5087  
Fax 212-858-5050

Michael H. Studley  
John Hancock Life Insurance Company  
P.O. Box 111  
200 Clarendon Street  
Boston, MA 02117  
Tel. 617-572-9253  
Fax 617-572-4607

**CERTIFICATE OF SERVICE**

I hereby certify that on October 15, 2004, true and correct copies of the Liquidator's Petition for Approval of Commutation, Settlement Agreement and Release between Reliance and John Hancock Life Insurance Company and the Liquidator's Petition for Leave to File Confidential Affidavit Under Seal was served on all persons listed on the Reliance Insurance Company Master Service List via Facsimile.

  
\_\_\_\_\_  
LOUIS J. SCHWARTZBERG

RECEIVED AND FILED  
COMMONWEALTH COURT  
OF PA (PHILA)

2004 OCT 15 P 3 31

