

Exhibit F

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS

FILED CLERK
U.S. DISTRICT COURT
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BANCREDIT CAYMAN LIMITED (in)
official liquidation), a Cayman Islands)
banking corporation, acting by and through)
RICHARD FOGERTY and JAMES)
CLEAVER, its JOINT OFFICIAL)
LIQUIDATORS,)

TEXAS-EASTERN
Case No. 4:05CV473
BY _____

Plaintiff,)

V.)

COMPLAINT

REMINGTON SUMMIT, L.C., a Texas)
Limited Liability Company, CLAUDIO)
SILVESTRI, and ROLANDO GONZALEZ)
BUNSTER a/k/a ROLANDO GONZALES)
BUNSTER,)

Defendants)

The Plaintiff, Bancredit Cayman Limited, a Cayman Islands banking corporation, acting by and through its Joint Official Liquidators, for its cause of action against Defendants, Remington Summit, L.C., Claudio Silvestri, and Rolando Gonzalez Bunster a/k/a Rolando Gonzales Bunster, states and alleges as follows:

1. Plaintiff Bancredit Cayman Limited (“Bancredit”) is a Cayman Islands banking corporation, acting by and through its Joint Official Liquidators, Richard Fogerty and James Cleaver.

2. Defendant Remington Summit, L.C. (“Remington”) is a Texas limited liability company having its principal place of business in Plano, Texas. Remington is a citizen of Texas and may be served with process by serving its registered agent, Richard A. Fogel, at 2777 Stemmons Freeway, Suite 925, Dallas, Texas 75207.

3. Defendant Claudio Silvestri (“Silvestri”) is a subject of a foreign state and is doing business at 1400 Summit, Plano, Texas.

4. Defendant Rolando Gonzalez Bunster, also known as Rolando Gonzales Bunster (“Bunster”) is a subject of a foreign state and is doing business at 1400 Summit, Plano, Texas.

JURISDICTION AND VENUE

5. This court has jurisdiction over this action under 28 U.S.C. § 1332(a) in that the action is between citizens or subjects of foreign states and a citizen of a state, and the amount in controversy exceeds the sum or value of \$75,000.00 exclusive of interest and costs.

6. Venue is proper in this jurisdiction pursuant to 28 U.S.C. § 1391(a), (c) and (d).

GENERAL ALLEGATIONS

7. Bancredit Cayman Limited is an exempted Cayman Islands company that was incorporated on March 22, 1988 and was granted a banking and trust license on July 5, 1988. Bancredit has been engaged in providing offshore banking and trust services.

8. On March 30, 2004, the Cayman Islands Monetary Authority filed a Petition in the Grand Court of the Cayman Islands seeking appointment of official liquidators and winding up of Bancredit.

9. On May 31, 2004, the Grand Court of the Cayman Islands entered an order appointing Plaintiffs as Joint Official Liquidators (“JOLs”) of Bancredit and authorizing the

JOLs to do any acts or things considered by them to be necessary or desirable in connection with liquidation of Bancredit and the winding up of its affairs.

10. On or about April 12, 2002, Remington executed a written promissory note in the principal amount of \$225,000.00 (the "Note"), and delivered the same to Bancredit.

11. Pursuant to the terms of the Note, Remington promised to pay Bancredit the amount of the principal plus interest, as adjusted from time to time by Bancredit, on the maturity date, April 12, 2003.

12. On or about January 23, 2003, Defendant Silvestri executed a personal guaranty (the "Silvestri Guaranty") to Bancredit in which Silvestri unconditionally guaranteed full and prompt payment when due of all obligations of Remington under the terms of the Note.

13. On or about January 23, 2003, Defendant Bunster executed a personal guaranty (the "Bunster Guaranty") to Bancredit in which Bunster unconditionally guaranteed full and prompt payment when due of all obligations of Remington under the terms of the Note.

**FIRST CLAIM FOR RELIEF
(Action to Collect on Note)**

For its First Claim for Relief, Plaintiff incorporates paragraphs 1 through 13 above, as though fully set forth here, and further states and alleges:

14. Remington is in default of the Note in that Remington has failed and refused to pay, when due and as demanded by Bancredit and/or the JOLs, the principal and accrued interest on the Note.

15. Since September 1, 2003, Remington has failed and refused to make any payments of the principal and/or interest due on the Note.

16. The JOLs have notified Remington that it is in default under the Note and demanded payment thereon, and that such payment is past due.

17. Under the terms of the Note, the entire unpaid principal balance and all accrued interest is immediately due and is now past due.

18. The unpaid principal plus accrued interest due on the Note as of August 31, 2005 is \$271,460.51, with interest continuing to accumulate thereafter.

19. The JOLs are entitled to recover from Remington the unpaid principal balance and interest of \$271,460.51, plus all accrued interest from and after August 31, 2005.

**SECOND CAUSE FOR RELIEF
(Guaranty)**

For its Second Claim for Relief, Plaintiff incorporates paragraphs 1 through 19 of this Complaint, as though fully set forth here, and further states and alleges:

20. Despite demands by Plaintiff, Silvestri has failed to honor the Silvestri Guaranty to satisfy the indebtedness of Remington under the Note, and has breached his obligations under the Silvestri Guaranty.

21. The JOLs have been damaged by Silvestri's failure to satisfy the obligations under the Silvestri Guaranty in the amount of not less than \$271,460.51, plus all accrued interest from and after August 31, 2005.

22. Despite demands by Plaintiff, Bunster has failed to honor the Bunster Guaranty to satisfy the indebtedness of Remington under the Note and has breached his obligations under the Bunster Guaranty.

23. The JOLs have been damaged by Bunster's failure to satisfy the obligations under the Bunster Guaranty in the amount of not less than \$271,460.51, plus all accrued interest from and after August 31, 2005 and are entitled to recovery of same.

**THIRD CLAIM FOR RELIEF
(Attorneys' Fees)**

For its Third Claim for Relief, Plaintiff incorporates paragraphs 1 through 23, as though fully set forth here, and further states and alleges:

24. As a result of the failure of Remington's failure to comply with the terms of the Note, the JOLs have found it necessary to employ attorneys to bring suit on the Note.

25. As a result of the failure of Silvestri's failure to comply with the terms of the Silvestri Guaranty, the JOLs have found it necessary to employ attorneys to bring suit on the Silvestri Guaranty.

26. As a result of Bunster's failure to comply with the terms of the Bunster Guaranty, the JOLs have found it necessary to employ attorneys to bring suit on the Bunster Guaranty.

27. Pursuant to Tex. Civ. Prac. & Rem. Code § 38.001 *et seq.*, the JOLs hereby seek recovery of its reasonable attorneys' fees as are equitable and just in this action and any additional attorneys' fees and costs should it be necessary to appeal or defend an appeal of any decision of the trial court.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor and against Remington Summit, L.C., Claudio Silvestri and Rolando Gonzalez Bunster, also known as Rolando Gonzales Bunster, jointly and severally, as follows:

1. For damages as a result of Remington Summit, L.C.'s breaches of its obligations under the Note, in an amount of not less than \$271,460.51, plus accrued interest from August 31, 2005;
2. Prejudgment interest as provided by law;
3. Post-judgment interest as provided by law;
4. Reasonable attorneys' fees;
5. Costs of court; and
6. Such other and further relief to which Plaintiff may be justly entitled.

DATED: December 9, 2005.

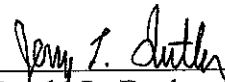
BANCREDIT CAYMAN LIMITED
(in official liquidation), Plaintiff

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