

Exhibit G

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

ESTATE OF BANCREDIT CAYMAN LIMITED	:	
(in official liquidation), by and through its JOINT	:	CIVIL ACTION
OFFICIAL LIQUIDATORS RICHARD FOGERTY	:	
and JAMES CLEAVER,	:	
	:	NO. 2:05-CV-6740
Plaintiff,	:	
	:	
vs.	:	
	:	
DIEGO MORALES-CEBALLOS, a/k/a DIEGO	:	
MORALES,	:	
	:	
Defendant.	:	

AMENDED COMPLAINT

Plaintiff, the Estate of Bancredit Cayman Limited (in official liquidation), a Cayman Islands banking corporation, by and through its Joint Official Liquidators Richard Fogerty and James Cleaver, states and alleges for its causes of action against Defendant Diego Morales-Ceballos, a/k/a Diego Morales:

1. Plaintiff is the Estate of Bancredit Cayman Limited (“Bancredit”), a Cayman Islands banking corporation (in official liquidation), acting by and through its Joint Official Liquidators (“JOLs”).

2. Defendant is a citizen of the United States of America and a resident of the State of Pennsylvania, residing at 1088 Herkness Drive, Meadowbrook, Pennsylvania. Defendant has continuously resided in Pennsylvania since 1990, and possibly earlier, and was continuously employed in the practice of medicine in Pennsylvania between 1990 and 1997, and possibly longer.

3. This court has jurisdiction over this action under 28 U.S.C. § 1332(a) in that the action is between citizens or subjects of a foreign state 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.

4. Venue is proper in this jurisdiction pursuant to 28 U.S.C. § 1391(a).

5. Bancredit 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. Prior to its liquidation, Bancredit was engaged in providing offshore banking and trust services.

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

7. On May 31, 2004, the Grand Court of the Cayman Islands entered an order appointing the JOLs and authorizing them to do any acts or things considered to be necessary or desirable in connection with liquidation of Bancredit and the winding up of Bancredit's affairs. Attached hereto as Exhibit C is a true and correct copy of that Order.

8. On or about June 25, 2002, Defendant executed a written loan contract and a promissory note in the principal amount of \$1,600,000.00, and delivered the same to Bancredit. True and correct copies of the referenced loan contract and promissory note (collectively referred to as "First Agreement") are attached hereto as Exhibits A and B, respectively.

9. Attached hereto as Exhibit A-1 is a certified translation of the loan agreement which comprises part of the First Agreement.

10. On or about June 25, 2002, Defendant also executed a written loan contract and a promissory note in the principal amount of \$400,000.00, and delivered the same to Bancredit. True and correct copies of that loan contract and promissory note (collectively referred to as "Second Agreement") are attached hereto as Exhibits D and E, respectively.

11. Attached hereto as Exhibit D-1 is a certified translation of the loan contract which comprises part of the Second Agreement.

FIRST CLAIM FOR RELIEF
(Breach of Contract and Action to Collect on First Agreement)

For its First Claim for Relief, Plaintiff incorporates the allegations of paragraphs 1 through 11 above as though fully set forth herein and, in addition, states and alleges as follows:

12. Defendant failed to make the payments on the principal and accrued interest as required under the First Agreement.

13. Under the terms of the First Agreement, Plaintiff has demanded full payment from Defendant of the unpaid principal and interest owing under the First Agreement.

14. Defendant has failed to make such payment as demanded by Plaintiff.

15. As a result of such failures, Defendant has breached the First Agreement.

16. As of October 31, 2005, the unpaid principal plus accrued interest due on the First Agreement is \$1,637,314.89, with interest continuing to accumulate thereafter.

17. Plaintiff is entitled to recover from Defendant the unpaid principal balance and interest of \$1,637,314.89 plus all accrued interest from and after October 31, 2005.

SECOND CLAIM FOR RELIEF
(Breach of Contract and Action to Collect on Second Agreement)

For its Second Claim for Relief, Plaintiff incorporates the allegations of paragraphs 1 through 17 above as though fully set forth herein and, in addition, states and alleges as follows:

18. Defendant has failed to pay the payments on the principal and accrued interest as required under the Second Agreement.

19. Under the terms of the Second Agreement, Plaintiff has demanded full payment from Defendant of the unpaid principal and accrued interest owing under the Second Agreement.

20. Defendant has failed to make such payment as demanded by Plaintiff.

21. As a result of such failures, Defendant has breached the Second Agreement.

22. As of October 31, 2005, the unpaid principal plus accrued interest due on the Second Agreement is \$437,347.77, with interest continuing to accumulate thereafter.

23. Plaintiff is entitled to recover from Defendant the unpaid principal balance and interest of \$437,347.77, plus all accrued interest from and after October 31, 2005.


WHEREFORE, Plaintiff respectfully requests that the court enter judgment in its favor and against Defendant, as follows:

- A. For damages of at least \$1,637,314.89 plus accrued interest from October 31, 2005 resulting from Defendant's breaches of his obligations under the First Agreement;
- B. For damages of at least \$437,347.77 plus accrued interest from October 31, 2005 resulting from Defendant's breaches of his obligations under the Second Agreement;
- C. Prejudgment interest, post-judgment interest, attorneys' fees and costs as provided by law; and
- D. Such other and further relief to which Plaintiff may be justly entitled.

DATE: March 3, 2006.

ESTATE OF BANCREDIT CAYMAN LIMITED
(in official liquidation), Plaintiff.

By:


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