

Case No. 2024-13355

SNG Investments and Properties, LLC.	§	In the District Court
	§	
vs.	§	of Harris County
	§	
Frost Bank	§	152d Judicial District

Frost Bank's Original Answer

Frost Bank, a Defendant herein, files its original answer in this action, stating the following:

General Denial

1 In accordance with Rule 92 of the Texas Rules of Civil Procedure, Frost Bank denies all of the Plaintiff's claims and allegations and demands proof of the charges and allegations by preponderance of the evidence as required by the Constitution and the laws of the State of Texas.

Affirmative Defenses

2. Frost Bank asserts the defense of legal justification to Plaintiff's tortious interference claim. Frost had the right to demand that the proceeds from the sale of the Emancipation property because that property was collateral for not only the Note in the amount of \$1,240,000.00, but also a Note in the amount of \$784,000.00. The Emancipation property and the Bastrop property were cross-collateralized and secured the repayment of the two Notes. Delinquent property taxes were owed against the Bastrop property. Plaintiff wanted to sell the Emancipation property but leave Frost Bank

only having the Bastrop property as collateral with delinquent property taxes owing.

3. Frost Bank asserts that Plaintiff was the first to breach any agreement between the parties.

4. Frost Bank asserts the defense of release. On April 28, 2023, Plaintiff entered into a Forbearance Agreement. That agreement provides:

11. **Release.** The Borrower and Guarantor hereby releases, acquits and forever discharges the Bank, its parents, subsidiaries, affiliated companies, predecessors, successors and assigns, all of their respective officers, directors, shareholders, and employees, past and present, and all other firms, attorneys, persons, agents, corporations, or partnerships representing them, of and from any and all defenses or rights of setoff or counterclaims, all affirmative claims, liabilities, demands, injuries, rights, costs, loss of services, expenses, compensations, actions, remedies, judgments and executions of whatsoever nature, past, present or future, that are now recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial decision, whether in contract or in tort, negligence and gross negligence, statutory or otherwise, known and unknown, foreseen and unforeseen, actual, consequential, or incidental, whether accrued or to accrue, and all other losses and damages of any kind, including but not limited to, all actual, exemplary and punitive damages, all penalties of any kind, and prejudgment and post-judgment interest, which directly or indirectly, in whole or in part, pertain to any acts or omissions of the Bank of any kind, including, but not limited to those which may relate to any business or incidental relationship between the Borrower and the Bank, including, without limitation, negotiating, administering, enforcing and/or collecting the loans evidenced by the Note and any other prior notes evidencing the debt

owing under the Note, including, without limitation any claims of usury, violations of the Texas Deceptive Trade Practices Act, breach of fiduciary duties or any duties of good faith and fair dealing (if any such duties exist, whether by statute or common law) and/or the Bank's violation of any duty or obligation under any prior instrument or agreement (whether written or oral) of any kind between the Bank and Borrower including, without limitation, those evidencing, securing, relating to, or collateral to, the Note, which the Borrower may have or claim to have, now or in the future it being the intent of the Borrower that this release be a global release of any and all possible claims as complete, absolute and broad in scope and time as possible.

5. Frost Bank asserts the defense of waiver. Plaintiff has in multiple loan documents and agreements that it waives the right to a jury trial.

6. Frost Bank asserts that Plaintiff's claims are barred in whole or in part by unclean hands.

Attorney's Fees

7. Plaintiff has asserted a breach of contract claim for breach of the Forbearance Agreement. The Agreement provides:

13. **Attorneys' Fees.** In the event of any default under this Agreement, and the Bank incurs any attorney's fees in seeking enforcement of this Agreement whether or not any legal action is commenced the Borrower agrees to reimburse the Bank for any attorney's fees it incurs. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of this Agreement, or to recover damages for breach thereof, the prevailing party in such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party as shall be pled and proven by such party and awarded by a court of competent jurisdiction.

Specific Denials

8. Frost Bank denies that Plaintiff has satisfied all conditions precedent or has fulfilled a condition precedent for any liability to be imposed upon Frost Bank, or any of its officers, directors, shareholders, agents, contractors, employees, affiliates, and attorneys.

Requested Relief

Frost Bank request that the Plaintiff take nothing by its suit, and that the Defendant recover from the Plaintiff its reasonable attorney's fees incurred in the defense of this action and that they be awarded such other and further relief to which the Defendant may be justly entitled.

Respectfully submitted,

Murray | Lobb, PLLC

By: /s/ Sarbjit S. Nagi

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Attorneys for Frost Bank

Certificate of Service

I certify that a copy of this Answer was served on Plaintiff's attorney of record, Jason A. LeBoeuf, via e-service and by e-mail to jason@leboeuf-lawfirm.com, on March 8, 2024.

/s/ Sarbjit S. Nagi

Sarbjit S. Nagi

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Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Lisa Hepner on behalf of Sarbjit Nagi
Bar No. 24125337
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Envelope ID: 85341125
Filing Code Description: Answer/ Response / Waiver
Filing Description: Original Answer
Status as of 3/8/2024 9:05 AM CST

Case Contacts

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