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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re

Case No.: 16-22062-RDD

ROC N RAMEN 914 LLC,

**Proceedings for
Reorganization under
Chapter 11**

Debtor,

-----X

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**THIS IS NOT A SOLICITATION OF ACCEPTANCES OF THE PLAN.
ACCEPTANCES MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT
HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THE ANNEXED
DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE COURT.**
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DEBTOR'S DISCLOSURE STATEMENT

Roc N Ramen 914 LLC, ("RNR" or the Debtor") the Debtor in Possession, by its attorneys Wayne Greenwald, P.C., submits this disclosure statement ("Disclosure Statement") pursuant to § 1125 of 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code") with regard to its proposed Plan of Reorganization (the "Plan"), dated November 14, 2016. Unless otherwise noted, all capitalized terms contained herein shall have the same meaning as capitalized terms contained in the Plan. A copy of the Plan is annexed hereto as Exhibit "A."

**THE PURPOSE OF THIS DISCLOSURE STATEMENT IS TO PROVIDE CREDITORS
WITH ADEQUATE INFORMATION ABOUT THE Debtor AND THE PLAN OF
REORGANIZATION SO AS TO ENABLE THEM TO MAKE AN INFORMED
JUDGMENT AND DECISION IN EXERCISING Its RIGHT TO VOTE UPON THE
ACCEPTANCE OR REJECTION OF THE PLAN OF REORGANIZATION.**

PRELIMINARY STATEMENT

The information contained in the Disclosure Statement was derived from the Debtor and the Debtor's books and records and files.

BACKGROUND

1. The Debtor filed its voluntary petition for relief under the Bankruptcy Code on January 19, 2016.
2. The Debtor has been continued in the possession of its property and operation of its business as Debtor in possession, pursuant to 11 U.S.C. §§ 1108 and 1109.
3. No creditors' committee has been constituted in this Bankruptcy Case.
4. The last date for Creditors to file proofs of claim in this Bankruptcy Case has not been set. The Debtor is requesting such date
5. On November 14, 2016, the Debtor filed its proposed Plan.
6. In summary, the Plan provides for the Debtor to pay its Creditors' Allowed Claims in full over five years through its operations.

ABOUT THE DEBTOR

7. The Debtor is a specialty ramen restaurant in New Rochelle, New York.
8. The Debtor's food receives accolades from the local press and television media.
9. This case was precipitated by the Debtor owing money to taxing authorities.
10. The Debtor sees this case as an opportunity to resolve and pay its tax obligation.

SIGNIFICANT EVENTS IN THIS CASE

The Debtor's Operational Restructuring

11. The Debtor recognized its financial issues resulted from inefficient operations.
12. After the filing, the Debtor reduced and reorganized its staff.

13. It also changed how it obtained and maintained supplies.
14. The Debtor changed its book-keeping procedures to better monitor cash flow.
15. These steps proved themselves in the Debtor's operations.
16. While the first few months of this case were less than promising, the Debtor made it through its slow Summer season profitably.
17. The Debtor's Autumn profits are very encouraging for the future (See Projections - Exhibit "C")

Finding Investors

18. While struggling through this case, the Debtor sought investors.
19. Pre-petition, investors were interested in the Debtor.
20. However, the Debtor's management did not see those proposals as sufficiently beneficial for the Debtor.
21. The Debtor met Rudy Southwell and Nicholas Williams, who were enthusiastic and experienced in the food industry.
22. The Debtor expressed its believe that a liquor license would increase revenues.
23. After negotiations with the Debtor and its principal, Wayne Carrington, Messrs. Southwell and Williams agreed to provide the Debtor funding to obtain a liquor license and new furniture for its premises.
24. They are also helping the Debtor catch up on its operating reports

Litigation with the Landlord

25. The Debtor moved to assume the lease for its premises.
26. Its landlord objected to that motion, claiming that the lease terminated through a landlord-tenant action in 2015,

27. The Debtor and Landlord agreed to resolve their differences by the Debtor paying the landlord the delinquent rent.
28. If the Debtor paid the rent, as agreed to, the lease would be reinstated and the Debtor could assume the lease.
29. If the Debtor defaulted on the agreement, the landlord would be permitted to evict the Debtor.
30. The Debtor made the necessary payments to the landlord.
31. The lease, a must to reorganize, is saved.

PLAN OF REORGANIZATION

THE FOLLOWING IS A BRIEF SUMMARY OF THE PLAN OF REORGANIZATION.

IT IS A SUMMARY ONLY, AND CREDITORS AND PARTIES IN INTEREST ARE URGED TO READ THE PLAN OF REORGANIZATION IN FULL FOR THE TERMS AND THE TREATMENT OF THE VARIOUS CLASSES OF CLAIM HOLDERS.

CLASSIFICATION AND PAYMENT OF CLAIMS AND INTERESTS

CLASSIFICATION OF CLAIMS AND INTERESTS

32. Division of Classified Claims: A Claim is in a particular Class only to the extent such Claim qualifies within the description of that Class and is in a different Class to the extent that the remainder of the Claim qualifies within the description of the different Class.
33. Allowed Claims: An Allowed Claim is in a particular Class only to the extent the Claim is an Allowed Claim as defined herein in a particular Class and has not been paid prior to the Effective Date.
34. Classification: Claims asserted against the Debtor are divided into the following Classes:

Class 1 shall consist of:

The Secured Claim Pawnee Leasing Corp, secured by security interests in the Debtor's equipment. This Claim is actually one of a leaser under an Executory Contract. This Creditor filed a Claim for \$22,071.83. Approximately \$6,000 is necessary to assume the lease

Class 2 shall consist of:

The Secured Claim Time Payment Corp, secured by security interests in the Debtor's equipment. This Claim is actually one of a leaser under an Executory Contract. The Debtor scheduled this Claim at \$26,000. Approximately \$6,000 is necessary to assume the lease

Class 3 shall consist of:

. All Allowed Claims Entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2) and priority tax claims under § 507(a)(8)). New York State Department of Labor filed Priority Claims totaling \$6,765.98

Class 4 shall consist of:

The Claims of Taxing Authorities. Taxing Authorities filed Claims totaling \$98,117.91

Class 5 Shall Consist of

General Unsecured Creditors of the Debtor. The filed and scheduled claims amount to \$214,502.81¹

Class 6 Shall Consist of

Equity Security Interests in the Debtor

¹ This excludes the landlord's Claim for \$13,295 which has been paid.

**IDENTIFICATION OF CLASSES OF CLAIMANTS
AND UNIMPAIRMENT UNDER THE PLAN**

35. Class 1 - the Secured Claim of Secured Claim Pawnee Leasing Corp, Class 2 - the Secured Claim of Time Payment Corp; Class 3 - All allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2) and priority tax claims under § 507(a)(8)); Class 4 - Claims of the Taxing Authorities; and Class 6 - Equity Security Interests in the Debtor are not impaired and will not receive a ballot to reject or accept the Plan.
36. Class 4 - General Unsecured Creditors of the Debtor are impaired. Therefore, they will receive a ballot to reject or accept the Plan
37. In the event of a controversy as to whether any Claimant or Class of Claimants is impaired as provided in the Plan, the Court shall, after notice and a hearing, determine such controversy.
38. The Debtor shall provide all Claimants entitled to vote with a form of ballot approved by the Court to be used in casting a vote on the Plan. The ballot shall designate the Class in which the Debtor believe a particular Claim belongs. Any Claimant may request that the Debtor furnish additional ballots for voting in Classes other than those designated by the Debtor by sending a written request for same in accordance with the notice provisions set forth in Section 16.02 the Plan. If such requested ballots are thereafter cast, the Claims voted thereby shall be considered Disallowed Claims for voting purposes only and shall not be counted for voting purposes unless allowed by the Court by a Final Order or by agreement of the Debtor.

**MEANS OF PAYMENT OF
CLAIMS AND INTERESTS UNDER THE PLAN**

PROVISIONS FOR TREATMENT OF CLAIMS

39. Unclassified Claims

Administration Claims

Unless otherwise agrees to, each Allowed Administration Claim shall be paid in full by the Reorganized Debtor on the Effective Date in Cash or on such other terms as may be agreed upon by the holder of such Allowed Administration Claim and the Reorganized Debtor. All Allowed Administration Claims that become due after the Confirmation Date shall be paid by the Reorganized Debtor when due or on the Effective Date or as soon as practicable thereafter. —

Quarterly fees which are payable to the Office of the United States Trustee, pursuant to 28 U.S.C. § 1930 and any applicable interest thereon which have accrued but not been paid prior to the Confirmation of the Plan shall be paid by the Debtor not later than the Effective Date of the Plan. Quarterly fees and any applicable interest thereon which are payable to the Office of the United States Trustee, pursuant to 28 U.S.C. §1930 which accrue after the Confirmation of the Plan through the entry of a final decree in this Bankruptcy Case shall be paid by the Reorganized Debtor as they become due.

40. Tax Priority Claims: Each Unless otherwise agreed to or the Debtor chooses to elect payments as provided for by Bankruptcy Code § 1129(a)(9)(c).

41. The Secured Claim Pawnee Leasing Corp (Class 1): Each holder of an Allowed Class 1 claim retains, unaltered, its legal, equitable, and contractual rights to which such claim or interest entitles the holder of such claim or interest. The Debtor shall assume theClass 1 Creditor's Executory Contracy pursuant to Article X of this Plan.

42. The Secured Claim Pawnee Leasing Corp (Class 2): Each holder of an Allowed Class 2 claim retains, unaltered, its legal, equitable, and contractual rights to which such claim or interest entitles the holder of such claim or interest. The Debtor shall assume theClass 2 Creditor's Executory Contracy pursuant to Article X of this Plan.

43. Non-Tax Priority Claims (Class 3): Each holder of an allowed Class 3 Priority Claim will be paid in full, in cash, upon the later of the effective date of this Plan, or the date on which such claim is allowed by a final non-appealable order.
44. Tax Authority Claims (Class 4) Unless otherwise agreed to, Allowed Class 4 claims will be paid the full amount their of their Allowed Claim with interest thereon, at the annual rate of 3% upon the unpaid principal balance until the Allowed Claim is paid in full. Allowed Class 4 claims will be paid, in full, before any distribution is made to Class 5. Allowed Class 4 claim holders will receive their pro-rata share of \$2,000 to be paid on the Plan's Effective Date. Thereafter, on each anniversary of the Plan's Effective Date for not more than five anniversaries, Allowed Class 3 Claim holders will receive their pro-rata share of \$60% of the Debtor's net profits, after payment all expenses, including salaries, to be paid by the Debtor until Allowed Class 4 Claims are fully paid. The Debtor may pay Class 4 Allowed Claims in full anytime prior to the Effective Date's fifth anniversary.
45. All Unsecured Claims (Class 5): Subject to paragraph 4.05 Allowed Class 5 claims will receive their pro-rata share of \$2,000 to be paid on the Plan's Effective Date. Thereafter, and only after Class 4 Claims are paid in full, on each anniversary of the Plan's Effective Date for not more than five anniversaries, Allowed Class 5 Claim holders will receive their pro-rata share of \$60% of the Debtor's net profits, after payment all expenses, including salaries, to be paid by the Debtor until the principal amount of Allowed Class 5 Claims are fully paid.
- Any time before the fifth anniversary of the Effective Date, the Debtor may satisfy its obligations to Class 5 Creditors under this Plan by paying Class 5 Creditors 50% of the amount remaining to be paid to Class 4 Creditors pursuant to this Plan's terms if and when the Debtor elects to exercise its rights under this paragraph.

46. All Equity Security Interests in the Debtor Class 6): Allowed Class 6 Interests will retain their interests. In exchange for retaining their interests, the Class 6 Interest holders will enter into a licensing agreement which will authorize: a.) the Debtor to use the name Roc N Ramen; b.) a designated party to use the name Roc N Ramen in exchange for funding of the Debtor obtaining a liquor license and new furniture for the Debtor's business premises.

MEANS FOR EXECUTING THE PLAN

47. The Plan is to be implemented in a manner consistent with Bankruptcy Code § 1123.
48. a.) Cash on hand on the Effective Date;
b.) The Debtor's income during the performance of this Plan.
c.) Third-party funding, pursuant to a licensing agreement
49. The Debtor shall act as collection agent for the marshaling of the Debtor's assets and disbursing agent for the payments to be made as provided in the Plan. The Debtor may delegate these responsibilities to its attorneys. Neither the Debtor nor its attorneys will obtain a bond for serving as disbursing agent.
50. All funds to be distributed as provided in the Plan shall be placed in a separate disbursement account. That disbursement account shall be maintained at a depository in the Southern District of New York which is authorized by the Office of the United States Trustee.
51. In the event there are any monies remaining with the Debtor as the result of undistributed funds or funds which are returned, such funds shall revert and become the Reorganized Debtor's property, free and clear of any and all Claims and encumbrances of the Claims which are provided for as provided in the Plan.
52. The Reorganized Debtor may, at its own election, transfer, convey and/or refinance its business and/or interests in its business or properties.

53. In the event that the Debtor and/or Reorganized Debtor makes a transfer of property as provided in this Plan, including but not limited to a sale or refinancing affecting the Real Property, which transfer might otherwise be subject to a stamp tax or similar tax, including a transfer tax, such transfers shall not be subject to such tax to the fullest extent permitted by 11 U.S.C. § 1146.
54. The Plan shall be deemed to be substantially consummated upon the making of a distribution to any class of Creditors, pursuant to the Plan.

**THE REORGANIZED DEBTOR
OPERATIONS AND MANAGEMENT**

55. The Debtor will continue to manage its affairs and operations.
56. Wayne Carrington, the Debtor's president, will continue acting as Chief Operating Officer.

EXECUTORY CONTRACTS

57. All pre-petition Executory Contracts of the Debtor which have not been assumed and assigned or either expired, pursuant to its terms, or were rejected during the Bankruptcy Case. All extant Executory Contracts are being assumed, pursuant to Bankruptcy Code Section 365.

CONDITIONS TO OCCURRENCE OF THE EFFECTIVE DATE

58. The entry of the Confirmation Order, in form and substance reasonably satisfactory to the Debtor, becoming a Final Order and the Debtor having liquidated assets sufficient to make payments to be made on the Effective date but not later than six months after the date of the Confirmation Order becomes final. However, the Debtor may, in its sole discretion, waive the condition that the Confirmation Order become a Final Order.

EFFECT OF THE PLAN ON CLAIMS AND EXISTING INTERESTS

59. Injunction: In implementation of the release provided for herein, except as otherwise expressly provided in the Plan (including obligations in respect of Claims as at the Effective Date) all Persons who have held, hold or may hold Claims or Interests against the Debtor are permanently enjoined on and after the Effective Date: (I) from commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind with respect to any such Claim or Interests against the Debtor or the property of the Debtor with respect to any such Claim or Interests, (ii) from the enforcement, attachment, collection or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Debtor or the property of the Debtor, (iii) from creating, perfecting or enforcing, directly or indirectly, any encumbrance of any kind against the Debtor, or against the property of the Debtor, with respect to any such Claim or Interests, (iv) from asserting, directly or indirectly, any set-off, right of subrogation, or recoupment of any kind against any obligation due the Debtor, or against the property of the Debtor with respect to any such Claim or Interests solely to the extent that such conduct directly or indirectly interferes with the performance and consummation of the Plan. Nothing contained in this Section shall prohibit the holder of a timely filed Claim to which the Debtor have timely filed an objection from litigating its right to seek to have such Claim declared an Allowed Claim. The Confirmation Order shall make provision for this injunction.
60. Except as otherwise provided in the Plan and the Confirmation Order, the rights afforded in the Plan shall be in exchange for and in complete satisfaction and release of all Claims of any nature whatsoever, including any interest accrued thereon from and after the Petition Date, against the Debtor, its Estates, or any of its assets or properties.
61. Vesting of Property in the Debtor:

Except as otherwise provided by the Plan, upon the Confirmation Date, title to all assets dealt with by the Plan shall pass to the Debtor free and clear of all liens, Claims and/or encumbrances in accordance with Bankruptcy Code § 1141.

- 62.. To the extent permitted by applicable law, if the Debtor and agents of the Debtor and its professionals act in good faith, they shall not be liable to any Claimant or holder of an Equity Security Interest, or any party with respect to any action, forbearance from action, decision, or exercise of discretion taken during the period from the Petition Date to the Effective Date in connection with a.) the Debtor's operations; b.) the proposal or implementation of any of the transactions provided for or contemplated as provided in the Plan; or c.) the administration of this Plan or the distribution to be made pursuant to this Plan, other than for willful misconduct or, gross negligence, breach of fiduciary duty, malpractice, fraud, criminal conduct, unauthorized use of confidential information that causes damages, and/or *ultra vires* acts. The Debtor and its respective affiliates, representatives, attorneys, accountants, financial advisors, and agents, may rely on the opinions of counsel, certified public accountants, and other experts or professionals employed by the Debtor, pursuant to an order of the Court, and such reliance shall conclusively establish good faith. Any objection to this Section by any Claimant shall be filed by the deadline established by the Bankruptcy Court for objecting to Confirmation of the Plan or shall be waived. Nothing in the Plan shall limit the liability of the Debtor's Professional Persons to the Debtor for malpractice pursuant to Rule 1.8(h)(1) of the New York Rules of Professional Conduct.
63. Discharge: Discharge: The Confirmation of the Plan shall discharge the Debtor from all Claims which are dischargeable, pursuant to Bankruptcy Code § 1141(d). The Confirmation Order will provide that the Debtor is discharged from all Claims which are dischargeable, pursuant to Bankruptcy Code § 1141(d).

64. Exceptions: Notwithstanding any other provision hereof, nothing in the Plan shall: (i) affect a release of any Claim by the United States Government or any of its agencies or any state and local authority arising under its respective environmental laws or criminal laws against any party that may be released or exculpated as provided in the Plan; (ii) enjoin the United States or any state or local authority from bringing any Claim, suit, action, or other proceedings against any party released or exculpated as provided in the Plan, or from bringing a suit or action under its respective environmental laws or criminal laws; and/or (iii) exculpate any party from any liability to the United States Government or any of its agencies or any state and local authority arising under its respective environmental laws or criminal laws.

CRAMDOWN

65. Under Bankruptcy Code § 1129(b), so long as the Plan is accepted by the holders of Claims of at least one non-insider class, the Plan may be confirmed by the Bankruptcy Court by "cramming down" the various non-assenting classes.
66. The Debtor intends to seek confirmation of the Plan under Bankruptcy Code § 1129(b) if it deems it necessary.

RIGHTS IF PLAN NOT CONFIRMED:

67. If Confirmation of the Plan does not occur, the Plan shall be deemed null and void, and in such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other Person or to prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the

Debtor; nor in such event shall any statement contained in the Plan constitute an admission of any fact by the Debtor in any further proceedings involving the Debtor.²

MISCELLANEOUS AND JURISDICTION PROVISIONS

68. The Bankruptcy Court will retain jurisdiction for the purposes, including but not limited to:
- a. hear and determine any objections to the allowance of Claims;
 - b. determine any and all applications for the retention of and compensation for Professional Persons and similar fees (Professional Persons employed by the Debtor's estate after the Payment Date may be paid pursuant to an invoice if there are no objections to the invoice within ten (10) days after it is served on any parties requesting notice pursuant to Bankruptcy Rule 2002(I) by regular mail; provided, that any objection to such an invoice will be heard by the Bankruptcy Court);
 - c. determine the value of and extent of Secured Claims;
 - d. determine any and all applications, adversary proceedings, and contested or litigated matters before the Court and pending on the Confirmation Date or brought after the Confirmation Date;
 - e. modify the Plan pursuant to § 1127 of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in the Confirmation Order to the extent authorized by the Bankruptcy Code;
 - f. hear and determine all matters, controversies, suits and disputes, if any, as may arise in connection with the interpretation or enforcement of the Plan, the

² Unless the Plan is not confirmed, its contents, to the extent applicable, shall constitute admissions of fact.

Confirmation Order, and any other documents executed and delivered in connection with the Plan;

- g. hear and determine all matters, controversies, suits and disputes, if any, as may arise with regard to orders of this Court in the Bankruptcy Case;
- h. hear and determine any and all matters, controversies and disputes arising under, or in connection with, the Plan;
- I. adjudicate all controversies concerning the classification of any Claim;
- j. liquidate damages in connection with any disputed, contingent or unliquidated Claims;
- k. adjudicate all Claims to a security or ownership interest in any property of the Debtor or in any proceeds thereof
- l. adjudicate all Claims or controversies arising out of any purchases, sales or contracts made or undertaken by the Debtor during the pendency of the Bankruptcy Case;
- m. recover all assets and properties of the Debtor wherever located, including the prosecution and adjudication of all causes of action available to the Debtor as at the Confirmation Date;
- n. determine all questions and disputes regarding recovery of and entitlement to the Debtor's assets and determine all claims and disputes between the Debtor, and any other Person, whether or not subject to an action pending as of the Confirmation Date
- o. enter any order, including injunctions, necessary to enforce the title, rights and powers of the Debtor and to impose such limitations, restrictions, terms and conditions on such title, rights and powers as the Court may deem necessary or appropriate;
- p. enter an order or final decree closing and terminating the Bankruptcy Case;

- q. make such orders as are necessary or appropriate to carry out the provisions of the Plan, including but not limited to orders interpreting, clarifying or enforcing the provisions thereof and/or the Confirmation Order; and
 - r. consider the application of any party in interest to convert the Bankruptcy Case to one under chapter 7 of the Bankruptcy Code for cause including the breach or non compliance by the Debtor of any obligation of the Debtor as provided in the Plan.
69. Quarterly fees which are payable to the Office of the United States Trustee, pursuant to 28 U.S.C. § 1930 which have accrued but not been paid prior to the Confirmation of the Plan shall be paid by the Debtor not later than the Effective Date of the Plan. Quarterly fees which are payable to the Office of the United States Trustee, pursuant to 28 U.S.C. § 1930 which accrue after the Confirmation of the Plan through the entry of a final decree in this Bankruptcy Case, shall be paid by the Debtor as they become due.
70. The Debtor and/or Reorganized Debtor shall continue to be responsible for the preparation and filing of operating reports on or before each January 15th, April 15th, July 15th, and October 15th from the Confirmation Date of the Plan the until the earlier of the conversion of this Bankruptcy Case to chapter 7, its dismissal, or the entry of a final decree closing this Bankruptcy Case.
71. Quarterly fees which are payable to the Office of the United States Trustee, pursuant to 28 U.S.C. § 1930 and any applicable interest thereon which accrue after the Confirmation of the Plan shall be paid by the Reorganized Debtor until the earlier of the conversion of this Bankruptcy Case to chapter 7, its dismissal, or the entry of a final decree closing this case. The Confirmation Order shall provide that the Reorganized Debtor shall be responsible for filing the required post-confirmation operating reports and payment of the quarterly fees to the United States Trustee, pursuant to 28 U.S.C. § 1930.

FINANCIAL ANALYSIS AND LIQUIDATION ANALYSIS

72. Annexed hereto as Exhibit “B” is the Debtor’s balance sheet and liquidation analysis.
73. The Debtor estimate that if this Bankruptcy Case were a liquidation, under chapter 7 of the Bankruptcy Code, after deducting for chapter 7 and 11 administration expenses, Secured Claims, and priority claims, there would be no distribution to general unsecured creditors.
74. Annexed as Exhibit “C’ is the Debtor’s projections for the next two years.
75. The projections are based on the Debtor’s prior and current operations.
76. The Debtor believes that based on these projections, the Plan is feasible and realistic.

RISKS IN ACCEPTING THE PLAN

77. The distributions to be received by Creditors as provided in the Plan are not without risk.
78. Payments under the Plan will come from the Debtor’s income.
79. The Debtor’s income is based on it projected revenues.
80. Any on of a number of adverse factors could affect revenue. These include: a.) competition; c.) loss of interest in food style, d.) changes in neighborhood or access to Debtor.
81. If anything interfered with the Debtor operations the Plan’s payments might not be made or made in the amounts anticipated.
82. The Plan’s alternative is unsecured creditors receiving nothing on account of their Claims.
83. Therefore, this risk should be acceptable to Creditors.
84. The Debtor believes projections shows that the Plan is feasible and in the best interests of Creditors.

VOIDABLE TRANSFER ANALYSIS

85. The right to pursue preference, fraudulent conveyances or other types of claims under Bankruptcy Code sections 544(b), 547, 548, 549, and 550 or applicable state law will survive the Plan.
86. The Debtor and its counsel are investigating whether such claims exist.
87. So far, they do not believe there are any.

TAX CONSEQUENCES

88. The Debtor do not anticipate that the Debtor shall be subject to any unfavorable tax consequences arising from the Plan of reorganization.
89. IRS Circular 230 Disclosure: To ensure compliance with U.S. Internal Revenue Service (“IRS”) Circular 230, you are hereby notified that any discussion of tax matters set forth in this Disclosure Statement was written in connection with the promotion and marketing of the transactions or matters addressed herein and was not intended or written to be used, and cannot be used by any taxpayer, for the purpose of avoiding tax-related penalties under U.S. federal tax law. You should seek advice based on your particular circumstances from an independent tax advisor.
90. The following is a summary of certain U.S. federal income tax consequences of the Plan to U.S. Creditors with Claims against the Debtor. This summary is general in nature and does not discuss all U.S. federal income tax considerations that may be relevant to a U.S. Creditor of the Debtor in light of its particular circumstances.
91. In addition, this summary does not describe any tax consequences arising under the laws of any U.S. state or local, or non-U.S. jurisdiction and does not consider any aspects of U.S. federal tax law other than income taxation.
92. This summary deals only with U.S Creditors that hold Claims against the Debtor as a capital asset within the meaning of Section 1221 of the U.S. Internal Revenue Code of

1986, as amended (the “Tax Code”) (generally, property held for investment), and does not address tax considerations applicable to any U.S. holder that may be subject to special treatment under the U.S. federal income tax laws.

93. This summary is based on the Tax Code, the Treasury regulations promulgated and proposed thereunder (the “Treasury Regulations”), and rulings and judicial decisions, all as in effect as of the date of this Disclosure Statement, and all of which are subject to change or differing interpretations at any time, with possible retroactive effect.
94. The Debtor has not sought, and does not intend to seek, any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and no assurance can be given that any taxing authority will agree with the views expressed herein, or that a court will not sustain any challenge by a taxing authority in the event of litigation.
95. THE DISCUSSION SET OUT HEREIN IS INTENDED ONLY AS A SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES RELEVANT TO U.S. CREDITORS OF THE Debtor. WE URGE YOU TO CONSULT YOUR OWN TAX ADVISOR WITH RESPECT TO THE SPECIFIC TAX CONSEQUENCES TO YOU IN CONNECTION WITH THE PLAN IN LIGHT OF YOUR OWN PARTICULAR CIRCUMSTANCES, INCLUDING U.S. FEDERAL ESTATE, GIFT AND OTHER NON-INCOME TAX CONSEQUENCES, AND TAX CONSEQUENCES UNDER U.S. STATE OR LOCAL OR NON U.S. TAX LAWS.
96. U.S. Holders of Claims against the Debtor will receive distributions according to Articles IV and XII of the Plan. Each U.S. Creditor of the Debtor should recognize gain or loss equal to the excess (if any) of the amount of cash received by the Creditor over the Creditor’s adjusted tax basis in its Claim. Such gains and losses with respect to U.S. Creditors of the Debtor pursuant to the Plan will generally be capital in nature. Such gains and losses will be long-term gains or long-term losses if the U.S. Creditor’s

holding period for the Claims against the Debtor is more than one year at the time of distribution. The deductibility of capital losses is subject to limitations.

97. THE TAX CONSEQUENCES TO HOLDERS OF CLAIMS AGAINST THE DEBTOR MAY VARY BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF EACH CREDITOR. MOREOVER, THE TAX CONSEQUENCES OF CERTAIN ASPECTS OF THE PLAN MAY BE UNCERTAIN DUE TO, IN SOME CASES, THE LACK OF APPLICABLE LEGAL PRECEDENT AND THE POSSIBILITY OF CHANGES IN THE LAW. NO RULING HAS BEEN APPLIED FOR OR OBTAINED FROM THE IRS WITH RESPECT TO ANY OF THE TAX ASPECTS OF THE PLAN, AND NO OPINION OF COUNSEL HAS BEEN REQUESTED OR OBTAINED BY THE Debtor WITH RESPECT THERETO.
98. THIS DISCUSSION DOES NOT CONSTITUTE TAX ADVICE OR A TAX OPINION CONCERNING THE MATTERS DESCRIBED HEREIN. ACCORDINGLY, EACH HOLDER OF A CLAIM IS STRONGLY ENCOURAGED TO CONSULT WITH HIS, HER OR ITS OWN TAX ADVISORS REGARDING FEDERAL, STATE, LOCAL, OR OTHER TAX CONSEQUENCES OF THE PLAN.

VOTING REQUIREMENTS WITH RESPECT TO THE PLAN

99. The Plan will be confirmed if it is accepted by the requisite majorities of the Debtor's Creditors. The requisite majorities with respect to each class are at least two-thirds (2/3) in dollar amount, and more than one-half (1/2) in number of allowed eligible claims that actually vote within the time period prescribed by the Court.
100. Ballots are enclosed. Ballots should be completed as promptly as possible and returned to the Debtor, c/o its counsel, Wayne Greenwald, P.C., 475 Park Avenue South 26th Floor, New York, New York 10016 Attn: W. M. Greenwald, Esq. The Bankruptcy

Court has set _____, 2017, at 5:00 Eastern Time as the last date for receipt of ballots.

101. In addition to voting, a creditor or party in interest would have the right to object to the Plan and this Disclosure Statement, in writing, on any appropriate grounds. The Bankruptcy Court has set _____, 2015, at 5:00 Eastern Time as the last date for objecting to the Plan.

**ANY BALLOT RECEIVED AFTER THE LAST DATE FOR
RECEIPT OF BALLOTS WILL NOT BE COUNTED IN
THE DETERMINATION OF WHETHER A CLASS HAS
APPROVED THE PLAN OF REORGANIZATION**

102. The Bankruptcy Court has also designated _____ 2017 at ____:00 __.m. as the date and time with respect to the hearing to conduct a combined hearing to consider confirming the Plan of Reorganization.

THE FOREGOING IS A BRIEF SUMMARY OF THE PLAN OF REORGANIZATION AND SHOULD NOT BE RELIED ON FOR VOTING PURPOSES. CREDITORS ARE URGED TO READ THE PLAN OF REORGANIZATION IN FULL. CREDITORS ARE FURTHER URGED TO CONSULT WITH COUNSEL, TO FULLY UNDERSTAND THE PLAN OF REORGANIZATION.

THE PLAN OF REORGANIZATION IS COMPLEX AT LEAST TO THE EXTENT THAT IT REPRESENTS A PROPOSED LEGALLY BINDING AGREEMENT WITH THE DEBTOR, AND AN INTELLIGENT JUDGMENT CONCERNING SUCH PLAN OF REORGANIZATION CANNOT BE MADE WITHOUT UNDERSTANDING IT.

FURTHERMORE, IT MUST BE EXPRESSLY UNDERSTOOD THAT NO REPRESENTATIONS CONCERNING THE DEBTOR HAVE BEEN AUTHORIZED BY THE DEBTOR, OTHER THAN AS SET FORTH IN THIS STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE WHICH ARE OTHER THAN AS CONTAINED IN THIS STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR, WHO IN TURN SHALL DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTION AS MAY BE DEEMED APPROPRIATE.

CONCLUSION

103. The Debtor believes that the annexed Plan is fair to all parties concerned and is the best available alternative to Creditors under the circumstances.
104. The Debtor therefore requests that you execute the ballot transmitted to you in connection with this Disclosure Statement and return it to the Debtor's counsel as soon as possible.

Dated: New York, New York
November 14, 2016

WAYNE GREENWALD, P.C.
Attorneys for the Debtor and
Debtor in Possession,
475 Park Avenue South - 26th Floor
New York, New York 10016
212-983-1922

By: /s/ Wayne M. Greenwald Officer
Wayne M. Greenwald

Roc N Ramen 914 LLC,

By: _____
Wayne Carrington, Pres.

EXHIBIT A

Debtor's Plan of Reorganization; annexed hereto and made a part hereof, under separate cover.

EXHIBIT B
LIQUIDATION ANALYSIS

	<u>Balance</u> <u>Assets Sheet</u>	<u>Estimated</u> <u>Liquidation</u> <u>Value</u>
Real Estate	\$ 00.00	00.00
Personal Property	<u>\$45,550.00³</u>	<u>\$5,000</u>
Total	\$45,550.00	\$5,000
Liabilities ⁴		
Secured Debt (leases) \$	\$48,071.83	\$48,071.83
Chapter 11 Admin Fees ⁵	30,000	30,000
Priority Tax ⁶	98,117.91	98,117.91
Chapter 7 Admin Fees ⁷		10,000.+
Unsecured Creditors	<u>\$214,502.81</u>	<u>\$214,502.81</u>
Total	\$400,682.55	\$400,692.55

³ Based on the Debtor's schedules in this Case

⁴ The Debtor do not necessarily agree that these Claims are valid or enforceable against the Debtor. The Debtor may be objecting to Creditors' Claims. However, the results of those objections are uncertain.

⁵ Estimated

⁶ Based on filed proofs of claim.

⁷ Estimated

