

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

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

-----X

In re

Case No. 17-10255-MKV

BELLA HAVANA, INC.,

**In Proceedings for
Reorganization under
Chapter 11**

Debtor.

-----X

=====

**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.**

=====

DEBTOR'S DISCLOSURE STATEMENT

Bella Havana, Inc., debtor-and-debtor in possession (sometimes referred to as the "Debtor" or "BHI"), submits this disclosure statement ("Disclosure Statement") pursuant to § 1125 of 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code") with regard to BHI's proposed Plan of Reorganization ("Plan"), dated November 27, 2017. 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 THEIR 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, records and files.

BACKGROUND

1. On February 1, 2017, the Debtor filed its voluntary petition for relief, under Chapter 11 of the Bankruptcy Code, with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court")
2. The Debtor continues to possess its properties and operate its business as a debtor-in-possession, pursuant to Bankruptcy Code sections 1107 and 1108.
3. No creditors' committee has been constituted in this case.
4. The last date for Creditors to file proofs of claim in this case was July 24, 2017.
5. In summary, the Plan provides for BHI to pay its creditors, in full, through *pro-rata* sharing of: a.) initial payments made on the Plan's Effective date; and b.) monthly payments derived from BHI's revenues.

ABOUT THE DEBTOR

6. BHI is a restaurant located in Yonkers, New York.

7. BHI specializes in Cuban food and offers alcoholic beverages.
8. Three factors precipitated BHI's filing this Case:
 - a.) BHI accrued a substantial sales tax obligation which required resolution;
 - b.) BHI was litigating with Juan Goris who claimed to be an equity security holder and creditor (the "Goris Action").
 - c.) Juan Goris defalcated approximately \$240,000 from BHI which affected its liquidity severely.
9. BHI correctly saw itself as a profitable business, capable of reorganizing through chapter 11.

SIGNIFICANT EVENTS IN THIS CASE

Filing the Case

10. Filing the case invoked the Bankruptcy Code's automatic stay.
11. This stopped the Goris Action.
12. Stopping the Goris Action saved BHI from accruing additional legal fees in defending that action.
13. More important, stopping the Goris Action enabled BHI to focus its efforts and economics on growing its business and addressing its real financial issue.

Assuming Its Lease

14. BHI enjoys a favorable lease for its business premises (the "Premises").
15. BHI timely moved to assume its lease for Premises.
16. BHI's motion to assume its lease was unopposed.

17. Significantly, BHI's good tenant status resulted in the landlord not seeking adequate assurance for future performance beyond its pre-petition remedies.

Establishing Bar Dates

18. Setting deadlines for filing proofs of claim and interests was critical to BHI's case.
19. Juan Goris claimed he was a creditor and equity security holder.
20. BHI knew otherwise and believed Mr. Goris lacked proof for his position.
21. Litigating that issue, in state court, would take years and tens of thousands of dollars.
22. BHI would have to endure under the cloud and burden of the Goris Action.
23. The Bankruptcy Court ordered: a.) July 24, 2017, as the last day for filing proofs of claim; and b.) July 27, 2017, as the last day for filing proofs of interest.
24. Mr. Goris, like BHI's other contested creditors, had to "put up or shut up" with supporting documents.
25. Mr. Goris filed neither a proof of claim nor proof of interest.
26. Therefore, Mr. Goris is not entitled to a distribution as a creditor or treatment as an equity security holder.

Developing BHI's Business

27. BHI used its chapter 11 breathing space productively.
28. BHI established financial protocols to avoid the errors which created its swollen tax liability.
29. Its human resource's practices have also been modified to avoid problems experienced by other restaurants.
30. Most important, BHI succeeding in growing its business and revenues.
31. The monthly operating reports filed in this case and annexed projections (Exhibit "B") show this.

Filing Plan of Reorganization

32. The Debtor filed its Plan on November 27, 2017.
33. This proposed disclosure statement was filed contemporaneously with the Plan.

Checking the Court's Docket

34. A detailed statement of the events in this case can be found by reviewing the docket maintained by the Bankruptcy Court concerning BHI's case at

the Bankruptcy Court's website, www.nysb.uscourts.gov. A PACER password is necessary to access the docket.

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

Claims against and Existing Interests in the Debtor, excluding Administrative Claims and Priority Tax Claims, are divided into the following Classes:

Class 1 consists of:

All Secured Claims. - There are no Secured Claims

Class 2 consists 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)). - There are no holders of Non-tax Priority Claims.

Class 3 consists of:

The Priority Claims of Taxing Authorities. - Claims in this Class amount to
\$41,660.96

Class 4 consists of

General Unsecured Creditors of the Debtor. - Claims in this Class amount
to \$ 3,852.31

Class 5 consists of

Equity Security Interests in the Debtor. - The Debtor's records show only
two valid Equity Security Holders. No proofs of interest were filed by other
purported interest holders

35. Class 1 - All Secured Claims, Class 2 - All Non-tax Priority Claims; Class 3
- All Taxing Authority Priority Claims; and Class 5 - 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 under the Plan, the Court shall, after notice and a
hearing, determine the outcome of such controversy.

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

PROVISIONS FOR TREATMENT OF CLAIMS

38. **Unclassified Claims.** Allowed Administrative Claims are not classified under the Plan pursuant to Section 1123(a) of the Bankruptcy Code.
- All Allowed Administrative Claims, which remain unsatisfied as of the Effective Date, shall be paid by the Debtor in full upon the earlier of the Distribution Date or the entry of an order approving such Allowed Administrative Claim if such order is required, in Cash, or on such other terms as may be agreed upon by the Holder of such Allowed Administrative Claim and the Debtor, except that Administrative Claims incurred by the Debtor in the ordinary course of business shall be paid when due in accordance with ordinary business terms.
 - U.S. Trustee and Any Applicable Interest-The U.S. Trustee's fees will continue to be due and payable until a Final Decree is entered or the case is dismissed or converted, whichever is earlier. Prior to the confirmation of the Plan the Debtor will continue to pay all applicable U.S. Trustee fees. After the entry of an order confirming

the Plan the Debtor will continue to pay all applicable U.S. Trustee fees. After the entry of an order confirming the Plan, the reorganized Debtor will be responsible for the payment of all applicable U.S. Trustee fees.

All Secured Claims (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. On the Effective Date, all Allowed Class 1 Claims will be reinstated.

Non-Tax Priority Claims (Class 2): Each holder of an allowed Class 2 Priority Claim will be paid in full, in cash, upon the later of the Effective Date of the Plan, or the date on which such claim is allowed by a final non-appealable order.

Priority Claims of Taxing Authorities (Class 3): Unless otherwise agreed to, Allowed Class 3 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 3 claims will be paid. On the Effective Date, each holder of an allowed Class 3 Claim shall receive their *pro rata* share of a \$4,000 payment. Thereafter, on the tenth of each month thereafter and under the earlier of: a.) each allowed claim being paid in full; or b.) sixth anniversary of the Plan's Effective Date, Allowed Class 3 Claim holders will receive

their pro-rata share of \$1,000 from the Debtor (the “Monthly Payment”). Payments received by Class 3 Claim Holders shall be applied: First - to principal balance; Second - penalties; Third - accrued and accruing interest on the Claim.

The Debtor may pay Class 3 Allowed Claims in full anytime prior to the Effective Date’s sixth anniversary.

All Unsecured Claims (Class 4): Subject to paragraph Allowed Class 5 claims will receive their pro-rata share of \$1,000 to be paid on the Plan’s Effective Date. Thereafter, on the tenth of each month thereafter and under the earlier of: a.) each allowed claim being paid in full; or b.) sixth anniversary of the Plan’s Effective Date, Allowed Class 4 Claim holders will receive their pro-rata share of the Monthly Payment.

Any time before the sixth anniversary of the Effective Date, the Debtor may satisfy its obligations to Class 4 Creditors under the Plan by paying Class 4 Creditors 50% of the amount remaining to be paid to Class 4 Creditors pursuant to the Plan’s terms if and when the Debtor elects to exercise its rights under this paragraph

All Equity Security Interests in the Debtor (Class 5): On the Effective Date, existing Equity Security Interests and shares evidencing those

interests in the Debtor will be cancelled. The Debtor will reissue and distribute shares in the Debtor based on the Debtor's books and records which show the following as Equity Security Holders in the stated percentages: a.) Urbano Estevez - 95%; b.) Jason Adolphus - 5%.

MEANS FOR EXECUTING THE PLAN

39. Plan Implementation: The Plan is to be implemented in a manner consistent with Bankruptcy Code § 1123.
40. To fund the payment of Claims, the Debtor shall have or has:
 - a.) funds on hand to make the payments required on the Effective Date.
 - b.) anticipated revenues from operations (See: Exhibit "B")\
41. The Debtor shall continue to manage its properties and ventures in implementing the Plan until and after the Effective Date.
42. Subject to the terms of the Plan, the Reorganized Debtor may, at its own election, transfer, convey and/or refinance interests in its property.
43. If the Debtor and/or Reorganized Debtor makes a transfer of property under the Plan 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 Bankruptcy Code § 1146.

**THE REORGANIZED DEBTOR'S
OPERATIONS AND MANAGEMENT**

44. BHI will continue to manage its affairs and operations.
45. Urbano Estevez, BHI's president, will continue as BHI's management.

EXECUTORY CONTRACTS

46. To the extent not already subject to orders authorizing their assumption, BHI will assume all executory contracts and unexpired leases which are in effect on the Confirmation Date.
47. The Debtor was and remains current on all of its pre-petition executory contracts. Therefore, there are no cure amounts.
48. Any Entity whose Claim arises from the rejection of an Executory Contract shall, to the extent such Claim becomes an Allowed Claim, have the rights of a Class 4 Claimant with respect thereto.
49. Any Entity who has a claim against the Debtor by virtue of the operation of Section 10.01 of the Plan may file a Claim with the Clerk of the Court and serve a copy of same upon the Debtor in accordance with the notice

provisions of Section 14.04 of the Plan within thirty (30) days following service upon such Entity of notice of entry of the Confirmation Order or order authorizing such rejection, whichever is later. If such Claim is not filed within the specified time, it shall be forever barred from assertion against the Debtor and its property. The Debtor shall provide prompt notice of rejection to the other parties to any rejected executory contract so they may timely exercise their rights. The Confirmation Order shall also provide for such notice.

50. Any Claim filed in accordance with the provisions of Section 10.01 of the Plan shall be treated as a Disputed Class 4 Claim until the period of time has elapsed within which the Debtor may file an objection to such Claim with no such objection being filed.

Conditions to Occurrence of the Effective Date.

51. The entry of the Confirmation Order and its becoming a Final Order is the condition precedent to the Effective Date occurring.
52. The Effective Date will be established by the Debtor and shall be twenty days after the entry of the Confirmation Order.

EFFECT OF THE PLAN ON CLAIMS AND EXISTING INTERESTS

53. **Injunction:**

In implementing the discharge provided for by the Plan, except as otherwise expressly provided in the Plan (including obligations in respect of Claims as at the Effective Date): (a) all Persons who have held, hold or may hold Claims or Interests against the Debtor are permanently enjoined on and after the Payment 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, and (v) from any act, in any manner, in any place

whatsoever, that does not conform to or comply with the provisions of the Plan and/or Confirmation Order. Nothing contained in the Plan shall (a) prohibit the holder of a timely filed Claim to which the Debtor has 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.

54. **Releases:**

Except as otherwise provided for in the Plan on the Effective Date, all Claims, including, but not limited to, those based upon guarantees of collection, payment or performance, indemnity bonds or obligations, performance bonds, contingent liabilities or contract obligations, or other similar undertakings made or given by the Debtor prior to the Petition Date as to the obligations or performance of another or of any other Person and/or in connection with the promulgation and obtaining the confirmation of the Plan, shall be discharged, released and of no further force or effect.

Discharge:

55. The Debtor will be entitled to and receive a discharge against all Claims against the Debtor to the fullest extent permitted by 11 U.S.C. § 1141.

56. The Plan provides for the cancellation of all existing Equity Security Interests in the Debtor.

Certain Terminations:

Except as otherwise provided for in the Plan, on the Effective Date, all instruments evidencing indebtedness of the Debtor impaired by the Plan shall be deemed canceled as against the Debtor.

57. **Rights if Plan not Confirmed:**

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.

MISCELLANEOUS AND JURISDICTION PROVISIONS

58. The Bankruptcy Court will retain jurisdiction for the purposes, including but not limited to:

- 1 to hear and determine any objections to the allowance of Claims brought by the Debtor;
- 2 to determine any and all applications for compensation for Professional Persons;
- 3 to determine any and all applications, adversary proceedings, and contested or litigated matters properly before the Court and pending on the Confirmation Date that may be brought by the Debtor;
- 4 to modify the Plan pursuant to Section 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;
- 5 to hear and determine all controversies, suits and disputes, if any, as may arise in connection with the interpretation or enforcement of the Plan, the Confirmation Order and any other documents executed and delivered in connection with the Plan;
- 6 to hear and determine all controversies, suits and disputes, if any, as may arise with regard to orders of this Court in the Bankruptcy Case;
- 7 to hear and determine any and all controversies and disputes arising under, or in connection with, the Plan, or the Confirmation Order,

- including disputes with respect to post-Effective Date fees and expenses of Professional Persons;
- 8 to adjudicate all controversies concerning the classification of any Claim;
- 9 to liquidate damages in connection with any disputed, contingent or unliquidated Claims;
- 10 to recover any assets and property of the Debtor wherever located, including the prosecution and adjudication of all causes of action available to the Debtor as of the Confirmation Date;
- 11 to determine all questions and disputes regarding recovery of and entitlement to the Debtor's assets and property and determine all claims, causes of action and disputes between the Debtor, and any other Entity, whether or not subject to an action pending as of the Confirmation Date;
- 12 to consider and act upon the compromise and settlement of any claim against or cause of action by or against the Debtor or the Debtor's Estate including the Litigations;
- 13 to enter any order, including injunctions, necessary to enforce the title, rights and powers of the Debtors and to impose such limitations,

restrictions, terms and conditions on such title, rights and powers as the Court may deem necessary or appropriate;

14 to enter an order or final decree closing and terminating the Bankruptcy Case; and

15 to 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.

59. 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 case, shall be paid by BHI as they become due.

60. The reorganized Debtor shall continue to be responsible for the preparation and filing of operating reports from the Confirmation Date of the Plan through the entry of a final decree in this Case.

61. 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. 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

62. The Debtor estimates that if this case were a liquidation, under chapter 7 of the Bankruptcy Code, after deducting for chapter 7 and 11 administration expenses, and priority claims, there would be no distribution to general unsecured creditors.
63. Annexed hereto as Exhibit “C” is a liquidation analysis of the Debtor.
64. Exhibit “C” shows if this case was a liquidation there would be no funds available for the Debtor’s Priority and General Unsecured Creditors.
65. Accordingly, the Debtor believes that the Plan is in the best interests of its Creditors and should be accepted by all classes of Creditors.
66. Based on its projections BHI believes that its Plan is feasible.

RISKS IN ACCEPTING THE PLAN

67. The distributions to be received by Creditors under the Plan is not without risk.
68. BHI is part of the New York metropolitan area's highly competitive restaurant industry.
69. Plus, like all local restaurants, BHI's business has seasonal highs and lows.
70. Thus, while BHI anticipates a successful future, factors, beyond BHI's control, may present new challenges.
71. BHI's management believes BHI can anticipate and withstand those challenges.
72. However, there are no guarantees.
73. BHI believes that the anticipated distributions under the Plan can be realized and are better than any known alternative to the Plan.

Payments to Creditors

74. Payments to creditors depend entirely BHI's revenues and cash on hand on the Effective Date.
75. Based on the Debtor's projections (Exhibit "B"), BHI anticipates its ability to make the payments under the Plan.

76. Nevertheless, these are projections. BHI believes its projections are reliable. However, their certainty can be proven only by time.
77. BHI will continue doing its best to make the projections a reality.

VOIDABLE TRANSFER ANALYSIS

78. 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.
79. BHI believes that it has a viable \$240,000 claim against Juan Goris resulting from his defalcation.
80. BHI considered commencing an action against Mr. Goris in this case.
81. However, BHI believes that Mr. Goris' financial condition makes a judgment against him uncollectible and not worth the expense in obtaining a judgment.
82. Thus, BHI commenced no action against Mr. Goris,
83. BHI retains the right to sue Mr. Goris.
84. If Mr. Goris' financial condition changes, BHI will reconsider its decision.
85. If an action is commenced and a recovery obtained, BHI will be able to use those funds to expedite payments, as contemplated by the Plan.

TAX CONSEQUENCES

86. The Debtor does not anticipate that it shall be subject to any unfavorable tax consequences arising from the Plan of reorganization.
87. Each individual interested party is advised to confer with a tax professional to determine the tax consequences of the Plan to that individual.

VOTING REQUIREMENTS WITH RESPECT TO THE PLAN

88. 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.
89. 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 January ____, 2018, at 5:00 Eastern Time as the last date for receipt of ballots.
90. In addition to voting, a creditor or party in interest would have the right to object to the Plan and Disclosure Statement, in writing, on any appropriate

grounds. The Bankruptcy Court has set January ____, 2018, at 5:00 Eastern Time as the last date for objecting to the Plan and Disclosure Statement.

91. The Court set January __, 2018 at __ a.m. as the date and time for the combined hearing to consider confirming the Plan and approving this Disclosure Statement.

**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**

**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

92. The Debtor believes that the annexed Plan is fair to all parties concerned and is the best available alternative to creditors under the circumstances.
93. 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 27, 2017

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

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

Bella Havana, Inc., Debtor

By: /s/ Urbano Estevez Pres.
Urbano Estevez