

**IN THE UNITED STATES BANKRUPTCY DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

In re Rise Enterprises, S.E.

Debtor

Case No. 17-04678 (MCF)

Chapter 11

**JOINT MOTION REGARDING PROVISIONAL AGREEMENT FOR DEBTOR'S USE
OF BANCO POPULAR DE PUERTO RICO'S CASH COLLATERAL**

TO THE HONORABLE COURT:

COME NOW Debtor **RISE ENTERPRISES, S.E.** and Creditor **BANCO POPULAR DE PUERTO RICO, INC.**, by and through their respective undersigned counsel, and very respectfully **STATE** and **PRAY** as follows:

On June 30th, 2017 Rise Enterprises, S.E. filed the instant *Voluntary Petition*. Docket # 1. Six days later, Debtor advised that it was in communications with Banco Popular de Puerto Rico to discuss a possible agreement for the use of its cash collateral and the adequate protection to be provided for it. Docket # 20.

A provisional agreement was reached on August 3, 2017: Banco Popular de Puerto Rico consents to the use of cash collateral until September 5, 2017 and in exchange thereof Debtor shall pay Two Thousand Six-Hundred and Eighty-Four Dollars (\$2,684.00) as interim adequate protection. This payment was accepted based on the preliminary budget submitted by Debtor.

Finally, given that Banco Popular de Puerto Rico's consent for the use of its cash collateral beyond September 5, 2017 shall require future discussions and a definite agreement, it hereby expressly reserves all of its rights and remedies regarding the use of said moneys as provided by §363 of the Bankruptcy Code and its interpretative case law.

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WHEREFORE, the appearing parties respectfully request that this Court takes notice that Banco Popular de Puerto Rico has consented to the use of cash collateral until September 5, 2017 and in exchange thereof Debtor shall pay Two Thousand Six-Hundred and Eighty-Four Dollars (\$2,684.00) as interim adequate protection.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY: That on this same date, a true and exact copy of the foregoing motion was electronically filed with the Clerk of the Court using the CM/ECF system, which will send a notification of the filing to all participants registered in said system.

Local Federal Bankruptcy Rule 9013-1(c) Notice: Within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed.R.Bank.P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the clerk's office of the United States Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allotted herein. The paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the court, the interest of justice requires otherwise.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico on this 4th day of August, 2017.

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