

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 7
)	
FACTORY 2-U STORES, INC., a/k/a)	Case No. 04-10111 (KG)
FACTORY 2-U, f/a/k/a GENERAL)	
TEXTILES, INC., f/a/k/a GENERAL)	
TEXTILES, f/a/k/a FAMILY BARGAIN)	
CORPORATION, f/a/k/a FAMILY)	
BARGAIN CENTER,)	
)	
Debtor.)	Related Docket No. 5295

ORDER APPROVING SALE OF REMAINING ASSETS

Before the Court is the Motion of Chapter 7 Trustee to Approve Sale of Remaining Assets (the "Motion").

A. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b)(2).

B. Proper notice of the Motion has been provided by the Trustee.

C. Attached to this Order as Exhibit 1 is an Agreement.¹ The Trustee has the lawful right, power, authority and capacity to sell the Remaining Assets for the benefit of the Chapter 7 estate of Factory 2-U Stores, Inc. and in accordance with the terms, provisions and conditions of the Agreement.

D. Interested parties have had sufficient time to express a purchase interest to the Trustee, both before the filing of the Motion and after the filing of the Motion.

¹ Unless otherwise defined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement.

E. The Agreement was negotiated, proposed, and entered into by the Purchaser without collusion, in good faith, and from an arm's length bargaining position. There is no insider relationship between the Purchaser and the Debtor and/or the Trustee.

F. The Trustee has demonstrated that it is an exercise of his sound business judgment to sell the Remaining Assets on the terms stated in the Agreement. The standards of 11 U.S.C. 363(b) are satisfied. The relief requested in the Motion is in the best interests of the Chapter 7 estate and its creditors. The Court finds that the legal and factual basis for the Motion has been otherwise established.

IT IS THEREFORE ORDERED THAT:

1. The Motion is GRANTED. Any objection not made to the Motion is waived. Any objection made to the Motion is overruled with prejudice.

2. The Purchase Price is the highest and best offer for the Remaining Assets, and is approved. Pursuant to section 363(b), the sale of the Remaining Assets to the Purchaser (Oak Point Partners, Inc.) is approved, and the Agreement is approved in its entirety.

3. The Trustee is authorized to enter into the Agreement, *nunc pro tunc*, to the date of his execution of the Agreement. The Trustee is authorized to consummate the Agreement.

4. The full amount of the Purchase Price is property of the Chapter 7 estate of Factory 2-U Stores, Inc.


5. Oak Point Partners, Inc. is granted the protections provided to a good faith purchaser under 11 U.S.C. § 363(m).

6. The transfer of the Remaining Assets to Oak Point Partners, Inc. pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Remaining Assets; and shall vest Oak Point Partners, Inc. with all right, title, and interest in and to the Remaining Assets and proceeds thereof.

7. This Order is effective immediately, and shall not be affected and/or stayed by any of the provisions of Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, or any other applicable rule.

8. This Court shall retain jurisdiction with respect to any matter related to or arising from the implementation or interpretation of this Order.

Dated: July 7, 2015



The Honorable Kevin Gross
United States Bankruptcy Judge