

HOME PRODUCTS INTERNATIONAL INC

Form PREM14A

July 06, 2004

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

(Rule 14a-101)

INFORMATION REQUIRED IN PROXY STATEMENT

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement.

Confidential, For Use Of The Commission Only (As Permitted By Rule 14a-6(e)(2)).

Definitive Proxy Statement.

Definitive Additional Materials.

HOME PRODUCTS INTERNATIONAL, INC.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (check the appropriate box):

No fee required.

Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

- 1) Title of each class of securities to which transaction applies: Common Stock, \$0.01 par value per share, of Home Products International, Inc.
- 2) Aggregate number of securities to which transaction applies: 7,943,914 shares of Home Products Common Stock, which includes 70,250 shares of Home Products Common Stock underlying stock options that have an exercise price per share less than \$1.50 that may be cashed out in connection with the merger.
- 3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined): \$1.50 in cash which represents the price per share of Home Products Common Stock to be paid pursuant to the Agreement and Plan of Merger dated as of June 2, 2004 by and between Home Products and JRT Acquisition, Inc.
- 4) Proposed maximum aggregate value of transaction: \$11,915,871
- 5) Total fee paid: \$1,510

Fee paid previously with preliminary materials.

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

1) Amount Previously Paid:

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2) Form, Schedule or Registration Statement No.:

3) Filing Party:

4) Date Filed:

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[HOME PRODUCTS LOGO/LETTERHEAD]

SPECIAL MEETING OF STOCKHOLDERS

Dear Stockholders:

You are cordially invited to attend a special meeting of the stockholders of Home Products International, Inc. on _____, 2004, at 9:00 A.M., local time, at our corporate headquarters, 4501 West 47th Street, Chicago, Illinois 60632.

At the special meeting, you will be asked to approve and adopt a merger agreement and approve a merger that provides for the merger of Home Products into JRT Acquisition, Inc., a Delaware corporation formed for the benefit of James R. Tennant, our chief executive officer and the chairman of our board of directors, with Home Products surviving the merger. If we complete the merger, you will be entitled to receive \$1.50 in cash, without interest, for each share of Home Products common stock that you own.

A special committee consisting solely of independent, disinterested directors of Home Products was formed by our board of directors to analyze, consider and negotiate the terms of the merger and to make a recommendation to the entire board of directors as to whether or not to adopt the merger agreement. In making its recommendation, the special committee considered a variety of factors that are described in the accompanying proxy statement. In addition, the special committee received the written opinion of Mesirow Financial, Inc., financial advisor to the special committee, that, as of June 2, 2004, the consideration to be received by you in the merger is fair from a financial point of view. A copy of this fairness opinion is attached as Appendix B to the accompanying proxy statement, which you should read carefully in its entirety.

We cannot complete the merger without the approval of our stockholders. The merger agreement and the merger must receive both (1) the affirmative vote of the holders of a majority of the outstanding shares of our common stock, which we refer to as company stockholder approval and (2) the affirmative vote of the holders of a majority of the outstanding shares of our common stock present in person or represented by proxy at the special meeting and voting FOR or AGAINST the merger agreement and the merger, excluding shares held by JRT Acquisition, Mr. Tennant or their respective affiliates. We refer to this second required approval as the unaffiliated stockholder approval.

Whether or not you plan to attend the special meeting, please take the time to vote by completing and mailing the enclosed proxy card to us. Alternatively, you may vote by telephone or over the Internet. If you attend the special meeting, you may vote in person, even if you previously returned your proxy card. For purposes of obtaining company stockholder approval, an abstention or the failure to vote or to submit a proxy will have the same effect as voting AGAINST the merger agreement and the merger. For purposes of obtaining unaffiliated stockholder approval, an abstention or the failure to vote or to submit a proxy will have an effect of neither voting FOR nor AGAINST the merger agreement and the merger.

The board of directors of Home Products and the special committee have determined that the merger is fair to, and in the best interests of, Home Products and its stockholders, have approved the merger agreement and the merger and recommend that Home Products stockholders vote FOR approval and adoption of the merger agreement and approval of the merger.

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The accompanying proxy statement provides you with detailed information about the proposed merger and the special meeting. Please read the entire document, including the appendices, carefully.

Thank you for your prompt attention to this important matter.

Very Truly Yours,

James E. Winslow

Executive Vice President,

Chief Financial Officer

and Secretary

This proxy statement is dated _____, 2004, and is first being mailed to Home Products stockholders on or about _____, 2004.

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[HOME PRODUCTS LOGO/LETTERHEAD]

4501 West 47th Street

Chicago, Illinois 60632

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

TO BE HELD ON _____, 2004

To the Stockholders of HOME PRODUCTS INTERNATIONAL, INC.:

Home Products International, Inc. will hold a special meeting of its stockholders on _____, 2004, at 9:00 A.M. local time, at its corporate headquarters, 4501 West 47th Street, Chicago, Illinois 60632 for the following purposes:

1. To consider and vote upon a proposal to (a) approve and adopt the Agreement and Plan of Merger, dated as of June 2, 2004, by and between Home Products and JRT Acquisition, Inc., under which JRT Acquisition will merge with and into Home Products, with Home Products surviving the merger, and (b) approve the merger contemplated by the merger agreement. A copy of the merger agreement is attached as Appendix A to the accompanying proxy statement.

2. To transact such other business as may properly come before the special meeting or any adjournment or postponement of the meeting.

Only stockholders of record at the close of business on _____, 2004, are entitled to notice of, and to vote at, the special meeting and at any adjournment or postponement of the special meeting. The approval and adoption of the merger agreement and approval of the merger requires both (1) company stockholder approval, which is the affirmative vote of the holders of a majority of the outstanding shares of Home Products common stock as of the record date of _____, 2004, and (2) unaffiliated stockholder approval, which is the affirmative vote of the holders of a majority of the shares of Home Products common stock present in person or represented by proxy at the special meeting and voting FOR or AGAINST the merger agreement and the merger, excluding shares of Home Products common stock held by JRT Acquisition, equityholders of JRT Acquisition, James R. Tennant and any of their affiliates. At the close of business on the record date, there were _____ shares of Home Products common stock outstanding and entitled to vote, of which _____ shares or _____ % were held by Mr. Tennant.

All stockholders of record are cordially invited to attend the special meeting in person. Your vote is important. Whether or not you plan to attend the special meeting and regardless of the number of shares you own, please vote your shares by marking, signing and dating the enclosed proxy card and returning it in the postage-paid envelope provided. You may also vote your shares by telephone or through the Internet by following the instructions set forth in the enclosed proxy card. If you attend the special meeting, you may vote in person, even if you have previously submitted a proxy in writing, by telephone or through the Internet. If your shares are held in the name of a broker, bank or other nominee, you should direct that person how to vote your shares and bring proof of your stock ownership if you wish to attend the special meeting. You may revoke your proxy in the manner described in the accompanying proxy statement at any time before the proxy has been voted at the special meeting. Please note that, if you abstain, fail to vote or fail to instruct your nominee how to vote any shares that it holds for you in its name, for purposes of obtaining company stockholder approval, your abstention, failure to vote or failure to instruct your nominee to vote will have the same effect as a vote AGAINST the approval and adoption of the merger agreement and approval of the merger. For purposes of obtaining the

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unaffiliated stockholder approval, your abstention, failure to vote or failure to instruct your nominee to vote will have the effect of voting neither FOR nor AGAINST approval and adoption of the merger agreement and approval of the merger.

A special committee consisting solely of independent, disinterested directors of Home Products was formed by our board of directors to analyze, consider and negotiate the terms of the merger and to make a recommendation to the board of directors as to whether or not to adopt the merger agreement. In making its recommendation, the special committee considered a variety of factors that are described in the accompanying

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proxy statement. In addition, the special committee received the written opinion of Mesirow Financial, Inc., financial advisor to the special committee, that, as of June 2, 2004, the consideration to be received by you in the merger is fair from a financial point of view. A copy of this fairness opinion is attached as Appendix B to the accompanying proxy statement, which you should read carefully in its entirety.

You are entitled under Delaware law to dissent from the merger and receive payment in cash for the fair value of your Home Products common stock, as determined by the Delaware Court of Chancery if you satisfy certain conditions. The payment that you receive may be more or less than what is paid in the merger. See Appraisal Rights on page 49 in, and Appendix D to, the accompanying proxy statement for a description of these rights. This notice constitutes notice of appraisal rights under Delaware law in connection with the merger.

The accompanying proxy statement provides you with detailed information about the proposed merger and the special meeting. Please read the entire document, including the appendices, carefully.

Please do not send in your Home Products stock certificates at this time. If we complete the merger, the paying agent will send you instructions for exchanging your Home Products stock certificates for the cash consideration.

By Order of the Board of Directors,

James E. Winslow

Executive Vice President,

Chief Financial Officer

and Secretary

Chicago, Illinois

, 2004

This transaction has not been approved or disapproved by the Securities and Exchange Commission or any state securities commission nor has the Securities and Exchange Commission or any state securities commission passed upon the fairness or merits of this transaction nor upon the accuracy or adequacy of the information contained in this document. Any representation to the contrary is a criminal offense.

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SUMMARY TERM SHEET

*This summary term sheet highlights selected information from this proxy statement and does not contain all of the information that you may deem important. To understand the merger fully and for a more complete description of the legal terms of the merger, you should carefully read this entire proxy statement, including the documents attached as appendices. We have included page references to direct you to more complete descriptions of the topics presented in this summary term sheet. To learn how to obtain additional information beyond what is provided in this document, see *Where You Can Find More Information* beginning at page 67.*

For purposes of this proxy statement:

Home Products, we, us, and our refer to Home Products International, Inc. and its subsidiaries.

JRT Acquisition or JRT refers to JRT Acquisition, Inc.

Mr. Tennant refers to James R. Tennant, our chief executive officer and chairman of our board of directors.

JRT Group refers collectively to JRT, Mr. Tennant, as the sole stockholder of JRT and their affiliates.

Mesirow refers to Mesirow Financial, Inc., financial advisor to the special committee of our board of directors.

The Parties

Home Products International, Inc.

4501 West 47th Street

Chicago, Illinois 60632

(773) 890-1010

We are an international consumer products company, incorporated in Delaware, that, through our wholly-owned subsidiary, Home Products International North America, Inc., manufactures and markets diversified housewares products. We sell our products through national and regional discounters, hardware and home centers, food and drug stores, juvenile stores and specialty stores. Our web site is located at www.homz.biz. Information contained on our web site is not part of this proxy statement.

JRT Acquisition, Inc.

c/o Home Products International, Inc.

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4501 West 47th Street

Chicago, Illinois 60632

(773) 890-1010

JRT Acquisition, Inc., a Delaware corporation, is a privately held company that was formed solely for the purpose of effectuating the merger agreement and other transactions contemplated thereby. Mr. Tennant is the sole stockholder of JRT. As of June 30, 2004, JRT did not own any of our capital stock and had no business, operations or assets.

Determination and Recommendation of Our Special Committee and Board of Directors (page 20)

Because our chief executive officer and the chairman of our board, Mr. Tennant, is the sole stockholder of JRT, our board formed a special committee of independent and disinterested directors to evaluate, negotiate and, if deemed appropriate, recommend the merger and the terms and conditions of the merger agreement to the entire board of directors. The members of the special committee, Charles Campbell, Daniel Shure and Joel Spungin, are not members, officers, or employees of JRT or Home Products and have no financial interest in the completion of the proposed merger different than that of our stockholders. In addition to their respective ownership of shares of our common stock, each of the members of the special committee holds options to purchase shares of our common stock. None of the members of the special committee holds any positions or has affiliations or

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relationships that we believe would compromise his independence or his ability to carry out his duties as a member of the special committee. For service on the special committee, Mr. Campbell, as chairperson of the special committee, received \$1,300 for each special committee meeting that he attended, and each of Messrs. Shure and Spungin received \$1,000 for each special committee meeting that he attended.

The special committee retained the services of its own financial advisor, Mesirow, and its own legal counsel, Katten Muchin Zavis Rosenman. Mesirow conducted an active market search for prospective buyers of Home Products, contacting over 20 strategic buyers and 40 prospective financial buyers over the course of four months. These contacts resulted in indications of interest from only two prospective financial buyers prior to the merger, neither of which developed into formal offers to acquire us. Since June 2, 2004, the date the merger agreement was executed, we have received two additional expressions of interest, which our special committee is reviewing and evaluating.

Among the factors that the special committee took into account in evaluating whether to approve the merger were:

Analysis of our historical results as well as management forecasts and projections, including analyses of certain business risks that we face such as:

Rising prices of our key raw materials, particularly plastic resin, which in 2003 rose by approximately 20%, adding approximately \$10 million to our cost of goods sold in that year, and which continues to rise in 2004;

A heavily concentrated customer base, with three customers accounting for approximately 75% of our sales, and uncertainties surrounding our largest customer, Kmart Corporation;

Limited opportunities to raise prices due to the commodity nature of our products and to pricing pressures imposed by our major big box discount retail customers;

Increased competition, particularly in the laundry sector, from entities that rely heavily on foreign-sourced products, enabling those entities to sell their products at lower prices than ours and adversely affecting our pricing, market share and margins; and

Constraints on our capital-raising ability that limit our ability to increase capacity and introduce new products.

The premium over the current stock price represented by the merger consideration;

The failure, after an extended marketing process that included the special committee's active market search, to identify or to receive in any alternative acquisition proposal or financing arrangement;

Change of control provisions under the indenture for our 9⁵/₈% Senior Subordinated Notes that appear to have chilled interest by potential acquirers other than Mr. Tennant;

Change of control provisions under Mr. Tennant's employment agreement, dated May 1, 1999, that could significantly increase the cost of a transaction other than the merger;

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Limited public float and low trading volume of our stock, making it difficult for our stockholders to dispose of large numbers of shares without adversely affecting our stock price;

The fairness opinion of the special committee's financial advisor;

The increasing costs associated with being a public company; and

The extensive negotiations between JRT and the special committee, and the various protections and rights in the merger agreement that resulted from those negotiations, including provisions that permit us to provide information to, and negotiate with, a person making an unsolicited acquisition proposal or to terminate the merger agreement in favor of a superior proposal, and that allow our special committee and board of directors to withdraw or modify their recommendations of the merger agreement and the merger, if necessary, to comply with their fiduciary duties.

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The special committee reviewed and considered these factors among others, together as a whole without assigning relative weights to specific factors. Based upon consideration of these and other factors and consultation with its financial and legal advisors, the special committee unanimously:

determined that the terms of the merger agreement and the merger are fair to, and in the best interests of, Home Products and our stockholders; and

approved the merger agreement and recommended to the board of directors that the merger agreement be adopted and approved and the merger be approved.

Based on the special committee's review and evaluation of the merger agreement and merger, our board of directors determined that the merger is fair to, and in the best interests of, Home Products and our stockholders and approved the merger agreement and the merger. Due to his interest in the transaction, Mr. Tennant abstained from, and did not participate in, the board's discussions and approval decisions. As a result, the three members of the board of directors who participated in these decisions were the members of the special committee. The board of directors hereby recommends that you vote **FOR** the approval and adoption of the merger agreement and approval of the merger.

Opinion of the Special Committee's Financial Advisor (page 23)

One of the factors taken into account by the special committee and the board of directors in arriving at their conclusions was the opinion of Mesirow, the financial advisor to the special committee. Mesirow concluded that, as of June 2, 2004, and based upon and subject to the various qualifications and assumptions described in its opinion, the consideration of \$1.50 per share in cash is fair, from a financial point of view, to our stockholders. Mesirow's full opinion is attached as Appendix B to this proxy statement. We encourage you to read the opinion carefully in its entirety. Mesirow's opinion is directed to the special committee and does not constitute a recommendation to any of our stockholders as to how to vote in connection with the merger.

Position of JRT as to Fairness of the Merger (page 31)

The rules of the Securities and Exchange Commission, or the SEC, may require that the members of the JRT Group express their respective beliefs as to the fairness of the merger agreement and the proposed merger to Home Products' unaffiliated stockholders. No member of the JRT Group was a part of, or participated in, the discussions of the special committee. Based on their respective beliefs regarding the reasonableness of the conclusions and analyses of the special committee and the board of directors, members of the JRT Group adopted the analyses and conclusions underlying the special committee's and the board of directors' fairness determination and believe that the merger consideration is fair to Home Products' unaffiliated stockholders.

Purposes of the Merger (page 32)

The purpose of the merger for us is to allow our stockholders to realize their investment in us in cash at a price that represents a premium over recent market prices for their shares. For the reasons stated above in

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Determination and Recommendation of Our Special Committee and Board of Directors, our board of directors believes the merger is the best available opportunity to enhance and realize stockholder value. The JRT Group is pursuing the merger to acquire complete ownership of Home Products. It believes that Home Products has positive business prospects and that it will have greater operating flexibility to achieve growth as a private company.

Effects of the Merger (page 33)

Upon completion of the merger, Home Products will be a privately held company, wholly owned by the JRT Group. Accordingly, our current stockholders (other than those who are part of the JRT Group) will not have the right to participate in the earnings or growth of Home Products, if any, or to vote on company matters.

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Conversely, JRT will bear the risk of any losses incurred in the operation of Home Products and any decrease in its value. The transaction has been structured as a merger to preserve Home Products' identity, goodwill and existing contractual arrangements. As a result of the merger, there will be no public market for Home Products' common stock; when we complete the merger, our common stock will cease to be quoted on the NASDAQ SmallCap Market and will no longer be registered under the Securities Exchange Act of 1934.

Merger Financing (page 38)

JRT has represented and warranted in the merger agreement that it will have sufficient funds available to it at closing of the merger to pay the merger consideration. Home Products and the JRT Group estimate that the total amount of funds required to complete the merger and the related transactions, including the payment of the aggregate merger consideration and all related fees and expenses, will be approximately \$15 million. JRT expects this amount to be provided through the proceeds of a senior secured revolving credit facility, which we refer to as the revolver. Our current lender, Bank of America Business Capital (f/k/a Fleet Capital Corporation), provided JRT on March 15, 2004, with a commitment letter for this revolver, which is attached as Appendix C to this proxy statement.

Indenture (page 40)

On May 14, 1998, Home Products issued \$125 million of 9⁵/₈% Senior Subordinated Notes due 2008, which we refer to as the notes. During the third and fourth quarters of 2003, Home Products purchased in the open market notes with an aggregate principal amount of approximately \$8.95 million with the result that, as of June 30, 2004, Home Products had notes outstanding in an aggregate principal amount of approximately \$116.05 million. The indenture governing the terms of the notes contains various restrictions, including restrictions that limit Home Products' ability to (1) incur additional indebtedness unless certain financial ratios are met, (2) pay dividends, (3) make certain investments or asset dispositions and (4) redeem its equity. As of June 30, 2004, Home Products was in compliance with all of its obligations under the indenture.

Upon the effectiveness of, and as a result of, the merger, however, Home Products, as the surviving corporation, will be in violation of various covenants under the indenture, as currently in effect, including those limiting our ability to incur additional indebtedness, repurchase shares of our common stock and undertake certain transactions with our affiliates. Home Products and JRT have negotiated with the trustee under the indenture an amended and restated indenture, and expect to obtain requisite approval to the amended and restated indenture from a single investor beneficially owning a majority in aggregate principal amount of the notes, whom we refer to as the majority note investor.

The amended and restated indenture relating to the notes will adjust certain economic terms for the holders of the notes and will further limit the operating flexibility of the surviving corporation. These adjustments and restrictions will include the following material terms:

The interest rate under the notes will increase from 9⁵/₈% to 9⁷/₈%;

Home Products, as surviving corporation, will not be permitted to incur additional senior debt (other than the amounts under the Bank of America revolver); and

The salaries and bonuses of the officers of Home Products will be limited.

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As an inducement to obtain the requisite consent under the indenture, the following was further agreed to:

The holders of the notes will receive a warrant to purchase, in the aggregate, up to 25% of the outstanding common stock of Home Products, as surviving corporation (at the time of exercise), at an exercise price of \$0.01 per share;

The shares of Home Products under the 25% warrant will be entitled to limited registration rights; and

Mr. Tennant will amend his existing employment agreement to reflect various amendments requested by the majority note investor, including waiver of the payments required under the change of control provisions.

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Under the indenture as currently in effect, each noteholder has the right to require Home Products to repurchase its notes at a purchase price equal to 101% of the principal amount of the note, plus any accrued and unpaid interest upon a change of control. The repurchase rights will not be triggered, however, by an acquisition of a majority of our outstanding voting stock by a permitted holder, defined in the indenture as (i) directors and officers of [Home Products] on the Issue Date [of the notes] and (ii) Chase Venture Capital Associates, L.P. and any Affiliates thereof. Because Mr. Tennant will beneficially own a majority of the outstanding voting stock of Home Products, as the surviving corporation, following the consummation of the merger, and because Mr. Tennant is a permitted holder, consummation of the merger is not expected to trigger the repurchase rights of the noteholders.

The majority note investor may decline to provide its consent to the transaction in its sole discretion. If the indenture is not amended in the manner contemplated by the amended and restated indenture, the merger will not occur.

The Special Meeting

Date, Time, Place, and Purpose (page 34)

The special meeting will be held at our corporate headquarters located at 4501 West 47th Street, Chicago, Illinois 60632, on _____, 2004, at 9:00 A.M., local time. At the special meeting, you will be asked to approve and adopt the merger agreement and approve the merger.

Record Date, Voting Rights and Required Votes (page 34)

You are entitled to vote at the special meeting if you were the record holder of our shares as of the close of business on the record date of _____, 2004. On the record date, there were approximately _____ shares of Home Products common stock outstanding and entitled to vote at the special meeting. Stockholders will have one vote at the special meeting for each share of common stock they owned of record on the record date.

For the merger agreement to be adopted and approved and the merger to be approved, both company stockholder approval and unaffiliated stockholder approval must be obtained. Company stockholder approval is the affirmative vote of a majority of the shares of Home Products common stock outstanding as of the record date. Unaffiliated stockholder approval is the affirmative vote of a majority of the shares of Home Products common stock present or represented by proxy at the special meeting and voting either FOR or AGAINST the merger agreement and merger, excluding shares of Home Products common stock held by members of the JRT Group.

If your shares are held in street name in an account at a brokerage firm, bank or other nominee, you should provide your broker, bank or other nominee with instructions on how to vote your shares with respect to the merger agreement and merger. If you do not do so, your broker, bank or other nominee will not be permitted to vote your shares, which will result in a broker non-vote for your shares. For purposes of obtaining the company stockholder approval, broker non-votes along with abstentions or the failure to vote will have the same effect as a vote AGAINST the adoption and approval of the merger agreement and merger. For purposes of obtaining the unaffiliated stockholder approval, broker non-votes, abstentions, or the failure to vote will have neither the effect of voting FOR the merger agreement and merger nor the effect of voting AGAINST the merger agreement and merger.

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As of June 30, 2004, Mr. Tennant held 467,628 shares, or approximately 5.9%, of our common stock outstanding and entitled to vote. Mr. Tennant has not contributed his shares of common stock to JRT and is obligated to hold those shares until their conversion upon the closing of the merger. Mr. Tennant has entered into a voting agreement with us, which is attached as Appendix E to this proxy statement, and all of his shares will be voted in favor of adopting the merger agreement at the special meeting, but none will count in determining whether the unaffiliated stockholder approval has been received. No other single stockholder of ours

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beneficially owns more than 17% of our outstanding common stock entitled to vote as of the record date, and therefore, neither Mr. Tennant nor any other single stockholder will be able to control the outcome of the vote.

The Merger and the Merger Agreement

If the merger agreement and the merger receive company stockholder approval and unaffiliated stockholder approval, and all other conditions contained in the merger agreement are satisfied or waived, JRT will merge with and into Home Products, with Home Products continuing as the surviving corporation. As a result, Home Products will be a privately held company whose owners will be the members of the JRT Group. The merger agreement is attached as Appendix A to this proxy statement. We encourage you to read the merger agreement because it is the legal document that governs the merger.

What You Will Receive (page 37)

If we complete the merger, you will receive \$1.50 in cash, without interest and less any applicable withholding taxes, for each outstanding share of Home Products common stock that you own.

Treatment of Outstanding Stock Options (page 38)

As of June 30, 2004, there were options outstanding for an aggregate of 864,216 shares of our common stock pursuant to our 1987 Stock Option Plan, our 1991 Stock Option Plan, our 1994 Stock Option Plan and our 1999 Performance Incentive Plan. Of these stock options, options for an aggregate of 460,016 shares of our common stock were outstanding pursuant to the 1999 Performance Incentive Plan. Under the provisions of this plan, at the effective time of the merger, Home Products stock options outstanding pursuant to the 1999 Performance Incentive Plan will become fully exercisable. As a result, upon consummation of the merger, all of our outstanding options will be fully exercisable at a weighted average exercise price of \$2.95 (without giving effect to any option terminations prior to the effective time).

The merger agreement provides that, at the effective time of the merger, each holder of stock options with an exercise price of less than \$1.50 who has executed and delivered to us an option cancellation agreement will be entitled to receive, and Home Products, as the surviving corporation, will be obligated to pay, an amount in cash (subject to any applicable withholding of taxes) equal to the product of: (1) the number of shares of Home Products common stock that otherwise would have been issuable upon the exercise of the stock option, multiplied by (2) the excess of \$1.50 over the exercise price per share of the stock option. Options issued under this plan with an exercise price equal to or greater than \$1.50 per share for which option cancellation agreements are executed will be cancelled without any consideration being paid to their holders. Options issued under this plan for which no option cancellation agreements are executed will remain outstanding until an option cancellation agreement is executed, or they terminate or expire in accordance with their terms.

Conditions to Consummation of the Merger (page 53)

The completion of the merger depends on the satisfaction or waiver of a number of conditions, including the following:

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The merger agreement and the merger must receive company stockholder approval and unaffiliated stockholder approval;

The representations and warranties of both parties set forth in the merger agreement must be true and correct in all material respects on the date of the merger agreement and the date of consummation of the merger;

No temporary restraining order, preliminary or permanent injunction or other order or decree issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the merger or preventing JRT from owning the shares of, or operating any material part of the business of, Home Products, as the surviving corporation, may be in effect;

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No suit, action or proceeding asserted by any governmental entity challenging or seeking to restrain or prohibit the consummation of the merger, or any of the other transactions contemplated by the merger agreement, or preventing JRT from owning the shares of, or operating any material part of the business of, Home Products, as the surviving corporation, may be pending or threatened;

We must have purchased a fully prepaid tail policy under our existing directors and officers liability insurance policy that provides for aggregate coverage of at least \$15 million and is effective for six years after the completion of the merger; and

Each party must have performed in all material respects all obligations required to be performed by it under the merger agreement at or prior to closing the merger.

In addition, JRT will be obligated to consummate the merger only if there is no pending suit, action or proceeding by any governmental entity or other third party asserting non-frivolous claims which, if successful, would prevent:

the completion of the merger;

JRT from owning the shares of Home Products, as surviving corporation; or

JRT from operating any material part of the business of Home Products, as surviving corporation, and its subsidiaries.

Acquisition Proposals (page 57)

We agreed not to:

enter into any agreement with respect to any company takeover proposal (described below);

prior to the approval of the merger agreement by our stockholders, furnish to any person any information with respect to a company takeover proposal, except pursuant to a confidentiality agreement and after proper notice has been provided to JRT of the company takeover proposal;

withdraw or modify, or propose publicly to withdraw or modify, in a manner adverse to JRT, the recommendation of the special committee of the merger and the merger agreement, unless the special committee determines in good faith, after consultation with outside counsel, that it is necessary to comply with its fiduciary duties; or

approve any letter of intent, agreement in principle, acquisition agreement or similar agreement relating to a company takeover proposal.

If, however, prior to obtaining the approval of our stockholders we receive a superior company proposal, then our board of directors may approve and recommend the superior company proposal and may cause us to terminate the merger agreement and concurrently enter into a definitive agreement providing for the implementation of the superior company proposal if each of the four required conditions to terminating the merger agreement in favor of a superior company proposal has been satisfied. See Termination of the Merger Agreement beginning at page

58.

Under the merger agreement:

the term "company takeover proposal" means (1) any proposal or offer for a merger, consolidation, dissolution, recapitalization or other business combination involving us or (2) any proposal or offer to acquire in any manner, directly or indirectly, over 20% of our outstanding equity securities or consolidated total assets, other than the transactions set forth in the merger agreement;

the term "superior company proposal" means any proposal made by a third party to acquire, directly or indirectly, including pursuant to a tender or exchange offer, a merger, a consolidation, a liquidation or dissolution, a recapitalization, a purchase of warrants or otherwise, more than 50% of our stock or all or

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substantially all of our assets, on terms that the special committee, after consultation with a financial advisor, determines in good faith to be more favorable to our stockholders than the terms and conditions of the transaction set forth in the merger agreement.

We have agreed to promptly notify JRT, orally and in writing, of any company takeover proposal made to the special committee, including the identity of the party making the company takeover proposal and the material terms of the company takeover proposal, and to keep JRT informed of the status of the company takeover proposal.

Termination of the Merger Agreement (page 58)

The merger agreement may be terminated, and the merger may be abandoned, at any time prior to the closing of the merger:

by mutual written consent of the parties;

by either party if the merger has not closed on or before October 31, 2004, unless the failure to close the merger is the result of a material breach of the merger agreement by the terminating party;

by either party if any governmental entity or court of competent jurisdiction issues a final, non-appealable order or injunction or takes any other final, non-appealable action that prohibits the completion of the merger;

by either party if, at a duly held stockholder's meeting, the required stockholder approvals are not obtained;

by JRT:

if we materially breach any of our representations, warranties or covenants in the merger agreement and the breach causes any of the conditions to closing to be unsatisfied and the breach cannot be or has not been cured within 30 days after written notice of the breach is given to us;

if, prior to obtaining the required stockholder approval, the board of directors or the special committee withdraws or modifies, or proposes publicly to withdraw or modify, in a manner adverse to JRT, its recommendation regarding the merger;

if, prior to obtaining the required stockholder approval, the board of directors or the special committee amends our Rights Agreement, dated May 21, 1997, by and between Home Products and Chase Mellon Shareholder Services L.L.C., as rights agent, without JRT's approval; or

if, prior to obtaining the required stockholder approval, we enter into a definitive agreement implementing a company takeover proposal.

by us:

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if JRT breaches or fails to perform in any material respect any of its representations, warranties or covenants in the merger agreement and the breach cannot be or has not been cured within 30 days after written notice of the breach is given to JRT, or

if, prior to obtaining the required stockholder approval, our board of directors has received a company takeover proposal and each of the following conditions has been satisfied:

the special committee has determined in good faith that the company takeover proposal constitutes a superior company proposal;

at least three days prior to termination, we have provided written notice to JRT of the determination of the special committee;

JRT has not made, within three business days of receipt of the notice, a binding written offer to acquire us that causes the special committee to no longer be able to determine in good faith that the superior company proposal remains a superior company proposal; and

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We have reimbursed JRT for all reasonable out-of-pocket fees, costs and expenses incurred by JRT in connection with the merger and the merger agreement through the date of such termination up to a maximum reimbursement of \$550,000 less any amounts already paid or reimbursed for expenses incurred in connection with amending the indenture for our notes.

Interests of Home Products Directors and Officers in the Merger (page 42)

When you consider our board of directors' recommendation that you vote in favor of the merger agreement and merger, you should be aware that a number of our executive officers and directors have interests in the merger that may be different from, or in addition to, your interests in the merger, including the following:

Mr. Tennant, the sole stockholder of JRT Acquisition, owns 467,628 shares or approximately 5.9% of our common stock outstanding and entitled to vote as of June 30, 2004. Mr. Tennant holds no options to purchase common stock with an exercise price under \$1.50 per share and holds 300,100 stock options with an exercise price greater than \$1.50 per share for which he intends to execute an option cancellation agreement. Mr. Tennant will receive a total of approximately \$700,000 in merger consideration for his shares and no consideration for the cancellation of his stock options. Mr. Tennant will also be entitled to receive approximately \$91,821 in cash under the Executive Incentive Plan as well as additional cash amounts under the Management Incentive Plan. See "The Merger Employment and Other Agreements" beginning at page 43;

Mr. Tennant will continue to have an equity interest in Home Products after the merger, will participate in any future earnings, growth or losses of Home Products and will remain chief executive officer and a director of Home Products, as the surviving corporation;

Mr. Tennant's employment agreement entitles him, in the event his employment is terminated either voluntarily or involuntarily within 180 days after a change in control of Home Products, to receive:

payment on the date of termination of an amount equal to the difference between (1) \$5 million and (2) the per share value of our common stock at the closing of the change of control transaction minus the exercise price per share of each stock option granted to Mr. Tennant as of the date of his employment agreement multiplied by the number of shares underlying those stock options;

payment within five days after the date of termination of an amount equal to the product of (1) three, multiplied by (2) the sum of salary and bonus earned by Mr. Tennant during each of the preceding two years divided by two; and

payment for any excise tax that may be due under section 4999 of the Internal Revenue Code (plus interest or penalties imposed with respect thereto) such that after payment by Mr. Tennant of all taxes, interest and penalties imposed upon him due to the additional payment, he will retain from the additional payments an amount sufficient to pay the excise tax (plus interest or penalties imposed with respect thereto).

Based on the terms of the merger, these amounts are estimated to be approximately \$8 million plus amounts for the reimbursement of any excise, income or other taxes as described above. In addition, Mr. Tennant is also entitled to receive continuing medical and other insurance benefits for the two year period immediately following his termination. Mr. Tennant has informed us that in connection with the amendment to the indenture for the notes, and solely for purposes of the merger, he has agreed to waive his right to receive these change of control benefits.

Our executive officers and directors, other than Mr. Tennant, collectively own 142,717 shares of our common stock. These executive officers and directors hold no options to purchase common stock with an exercise price under \$1.50 per share and we expect all of these executive officers and directors to execute option cancellation agreements for their respective outstanding stock options. If the

merger is consummated, our executive officers and directors, other than Mr. Tennant, will receive an aggregate of

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approximately \$215,000 in merger consideration and no consideration for their cancellation of their stock options. In addition, our executive officers other than Mr. Tennant will receive in the aggregate an additional cash amount of approximately \$82,409 under our Executive Incentive Plan as well as additional cash amounts under the Management Incentive Plan. See The Merger Employment and Other Agreements beginning at page 43;

Each of our executive officers, other than Mr. Tennant, has executed an employment agreement that entitles him to various severance payments if his employment is terminated in connection with a change of control; and

Our executive officers are expected to continue as executive officers of Home Products, as the surviving corporation.

Indemnification and Insurance (page 56)

The merger agreement provides that all of our obligations relating to rights of indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the merger that exist in favor of Home Products directors or officers as provided in our certificate of incorporation or bylaws, and any of our existing indemnification agreements in effect as of the date of the merger agreement, will be fulfilled and honored by Home Products, as the surviving corporation, after the merger, and will continue in full force and effect in accordance with their terms. JRT has agreed to cause Home Products, as the surviving corporation, to ensure that the certificate of incorporation and bylaws of Home Products, as the surviving corporation, will contain provisions with respect to liability, indemnification and advancement of expenses that are at least as favorable as those currently in effect for a period of six years from the effective time.

We agreed to purchase, prior to the effective time of the merger, a fully prepaid tail policy under our existing directors and officers liability insurance policy. This tail policy will provide for aggregate coverage of at least \$15 million and be effective for six years after the effective time of the merger. JRT and Home Products further agreed that if any claim, action, suit, proceeding or investigation, whether arising before or after the effective time of the merger, is made against any person covered by our directors and officers liability insurance, then the indemnification provisions of the merger agreement will continue in effect until the final disposition of the claim, action, suit, proceeding or investigation.

Appraisal Rights (page 49 and Appendix D)

Section 262 of the Delaware General Corporation Law provides you with appraisal rights in the merger. This means that if you are not satisfied with the amount you are receiving in the merger, you are entitled to have the value of your shares determined by the Delaware Court of Chancery and to receive payment based on that valuation. The ultimate amount you receive as a dissenting stockholder in an appraisal proceeding may be more or less than, or the same as, the amount you would have received in the merger. To exercise your appraisal rights, you must deliver a written objection to the merger to us at or before the special meeting and you must not vote in favor of approval and adoption of the merger agreement and approval of the merger. Your failure to follow exactly the procedures specified under Delaware corporate law will result in the loss of your appraisal rights.

Material United States Federal Income Tax Consequences (page 47)

The receipt of consideration in the merger will be a taxable transaction to you. In general, for United States federal income tax purposes, your receipt of cash in exchange for your shares of our common stock will cause you to recognize a gain or loss measured by the difference, if any, between the cash you receive in the merger and your adjusted tax basis in your shares of common stock. Tax matters are very complicated and

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the tax consequences of the merger to you will depend on the facts of your particular situation. We urge you to consult your own tax advisor as to the specific tax consequences to you of the merger, including the applicable federal, state, local and foreign tax consequences.

The merger of JRT with and into Home Products will be treated for federal income tax purposes as either a purchase by JRT's stockholder of the common stock of Home Products or a redemption by Home Products of its common stock. JRT, being a transitory entity formed for the purpose of effecting the transaction, will be disregarded and will not have any federal income tax consequences as a result of the merger.

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**QUESTIONS AND ANSWERS ABOUT THE MERGER
AND THE SPECIAL MEETING**

Q: Why am I receiving this proxy statement?

A: You are receiving this proxy statement in connection with our solicitation of proxies for our special meeting of stockholders to be held on _____, 2004. At the special meeting, you will be asked to vote on the approval and adoption of a merger agreement that provides for the merger of JRT with Home Products.

Q: As a holder of common stock, what will I receive in the merger?

A: If the merger is completed and you do not exercise your appraisal rights, you will receive \$1.50 in cash, without interest and less any applicable withholding taxes, for each share of our common stock that you own. For example, if you own 1,000 shares of our common stock, you will receive \$1,500, less any applicable withholding taxes. You can find a more detailed discussion of the terms of the merger in the section of this proxy statement titled "The Merger" beginning at page 36.

Q: What is JRT Acquisition, Inc.?

A: JRT is a privately held Delaware corporation formed solely for the purpose of effectuating the merger agreement and the transactions contemplated thereby. Mr. Tennant is the sole stockholder of JRT.

Q: Does the board of directors recommend voting in favor of the merger proposal?

A: Yes. After careful consideration, our board of directors and a special committee consisting of independent, disinterested board members have determined that the merger is fair to, and in the best interests of, us and our stockholders. The board and the special committee have approved the merger agreement and the merger and recommend that you vote "FOR" approval and adoption of the merger agreement and approval of the merger.

Q: Why was the special committee formed?

A: As the sole stockholder of JRT and a stockholder, director and executive officer of Home Products, Mr. Tennant has interests that are different from, and in addition to, your interests in the merger. Accordingly, our board of directors concluded that, in order to protect the interests of our unaffiliated stockholders in evaluating and negotiating the merger agreement, a special committee of independent and disinterested directors who are not officers or employees of JRT or Home Products and who have no financial interest in the merger different from that of Home Products stockholders generally should be formed to perform those tasks and, if appropriate, recommend the terms of the merger agreement and the merger to the entire board.

Q: What vote is required to approve and adopt the merger agreement and approve the merger?

A: The merger agreement and the merger must receive both (1) company stockholder approval, which is the approval of the holders of a majority of the outstanding shares of our common stock and (2) unaffiliated stockholder approval, which is the approval of the holders of a majority of the outstanding shares of our common stock present in person or represented by proxy at the special meeting and voting either "FOR" or "AGAINST" the merger agreement and merger, excluding shares of our common stock held by members of the JRT Group. Mr.

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Tennant has entered into a voting agreement with us in which he has agreed to vote shares of our common stock for which he has voting power in favor of the merger, but none of those shares will be counted in determining whether the unaffiliated stockholder approval has been received. Mr. Tennant's outstanding shares represent in the aggregate approximately 5.9% of the shares of our common stock outstanding and entitled to vote as of June 30, 2004.

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Q: Can the merger agreement be terminated before consummation of the merger?

A: Yes. The parties may agree to terminate the merger agreement at any time before consummation of the merger. In addition, the merger agreement may be terminated by either party under certain other circumstances.

Q: What happens if the merger agreement is terminated before consummation of the merger?

A: Generally, if the merger agreement is terminated, there will be no liability on the part of Home Products, JRT or any of their respective officers and directors. We have agreed to pay all out-of-pocket fees, costs and expenses incurred in connection with the amendment of the indenture for our notes up to a maximum of \$550,000. In addition, if the merger agreement is terminated in favor of a superior company proposal, we will be obligated to reimburse JRT for its out-of-pocket expenses up to a maximum of \$550,000 less any amounts already paid or reimbursed to cover expenses associated with amendment of our indenture.

Q: What will happen to the market for Home Products common stock after the merger?

A: At the effective time of the merger, trading in our common stock on the NASDAQ SmallCap Market will cease, and there will no longer be a public market for our common stock. Price quotations for our common stock will no longer be available and the registration of our common stock under the Securities Exchange Act of 1934 will be terminated.

Q: What will happen to my stock options?

A: As of June 30, 2004, there were options outstanding for an aggregate of 864,216 shares of our common stock pursuant to our 1987 Stock Option Plan, our 1991 Stock Option Plan, our 1994 Stock Option Plan and our 1999 Performance Incentive Plan. Of these stock options, options for an aggregate of 460,016 shares of our common stock were outstanding pursuant to the 1999 Performance Incentive Plan. Under the provisions of this plan, at the effective time of the merger, Home Products stock options outstanding pursuant to the 1999 Performance Incentive Plan will become fully exercisable. As a result, upon consummation of the merger, all of our outstanding options will be fully exercisable at a weighted average exercise price of \$2.95 (without giving effect to any option terminations prior to the effective time).

The merger agreement provides that, at the effective time of the merger, each holder of stock options with an exercise price of less than \$1.50 who has executed and delivered to us an option cancellation agreement will be entitled to receive, and Home Products, as the surviving corporation, will be obligated to pay, an amount in cash (subject to any applicable withholding of taxes) equal to the product of: (1) the number of shares of Home Products common stock that otherwise would have been issuable upon the exercise of the stock option, multiplied by (2) the excess of \$1.50 over the exercise price per share of the stock option. Options issued under this plan with an exercise price equal to or greater than \$1.50 per share for which option cancellation agreements are executed will be cancelled without any consideration being paid to their holders. Options issued under this plan for which no option cancellation agreements are executed will remain outstanding until an option cancellation agreement is executed, or they terminate or expire in accordance with their terms.

Q: What should I do now in order to vote on the merger?

A: After carefully reading and considering the information contained in this proxy statement, you should vote your shares of our common stock. You may attend the special meeting and vote your shares in person. You also may choose to submit your proxies by any of the following methods:

Voting by Mail. If you choose to vote by mail, simply complete the enclosed proxy card, date and sign it, and return it in the postage-paid envelope provided. Your shares will be voted in accordance with the

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instructions on your proxy card. If you sign your proxy card and return it without marking any voting instructions, your shares will be voted FOR the approval and adoption of the merger agreement and approval of the merger.

Voting by Telephone. You can vote your shares by telephone by calling the toll-free telephone number provided on the proxy card. Telephone voting is available 24 hours a day, 7 days a week, until 5:00 P.M. local time on _____, 2004, and the procedures are designed to authenticate votes cast by using a personal control number located on proxy card. The procedures allow you to appoint a proxy to vote your shares and to confirm that your instructions have been properly recorded. If you vote by telephone, you should not return your proxy card.

Voting by Internet. You also may vote through the Internet by signing on to the web site identified on the proxy card and following the procedures described in the web site. Internet voting is available 24 hours a day, 7 days a week, until 5:00 P.M. local time on _____, 2004, and the procedures are designed to authenticate votes cast by using a personal control number located on the proxy card. The procedures allow you to appoint a proxy to vote your shares and to confirm that your instructions have been properly recorded. If you vote through the Internet, you should not return your proxy card.

If you abstain from voting or fail to vote, for purposes of the company stockholder approval, your abstention or failure to vote will have the same effect as voting AGAINST the merger agreement and the merger. For purposes of the unaffiliated stockholder approval, your abstention or failure to vote will have the effect of neither voting FOR nor AGAINST the merger agreement and the merger.

Q: If my shares are held for me by my broker, will my broker vote my shares for me?

A: If you do not provide your broker with instructions on how to vote your shares, your broker will not be able to vote your shares on the merger agreement and the merger. For purposes of the company stockholder approval, this broker non-vote will have the same effect as voting AGAINST the merger agreement and the merger, but for purposes of the unaffiliated stockholder approval, a broker non-vote will have the effect of neither voting FOR nor AGAINST the merger agreement and the merger. You should follow the directions provided by your broker regarding how to instruct your broker to vote your shares. You should also bring proof of your stock ownership if you wish to attend the special meeting.

Q: What if I oppose the merger? Am I entitled to appraisal rights?

A: If you are not satisfied with the amount that you are receiving in this merger, you are entitled under Section 262 of the Delaware General Corporation Law to have the value of your shares determined by the Delaware Chancery Court and to receive payment based on that valuation, which may be more or less than, or the same as, what is paid in the merger. To exercise these appraisal rights, you must deliver a written objection to the merger to us at or before the special meeting and you must not vote in favor of approval and adoption of the merger agreement or approval of the merger. Voting against or failing to vote for approval and adoption of the merger agreement and approval of the merger by itself does not constitute a demand for appraisal. If you hold your shares in a brokerage account or in other nominee form and you wish to exercise appraisal rights, you should consult with your broker or other nominee to determine the appropriate procedures for making a demand for appraisal by the nominee.

If the merger is completed, Home Products, as surviving corporation, will provide the Chancery Court with a duly verified list of the stockholders who have demanded an appraisal of their shares. The Chancery Court will appraise the shares, determining their fair value exclusive of any element of value arising from the accomplishment or expectation of the merger, together with a fair rate of interest. When the value is determined, the Chancery Court will direct the payment of such value, with interest thereon accrued during the pendency of the proceeding, if the Chancery Court so determines, to the stockholders entitled to receive

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the same, upon surrender by such holders of the certificates representing those shares. The text of Section 262 of the Delaware General Corporation Law is attached as Appendix D to this proxy statement.

Q: Can I change my vote?

A: If you are a stockholder of record, you can change your vote in one of the following ways at any time before your proxy is voted at the special meeting:

by written notice to our secretary, stating that you would like to revoke your proxy;

either by completing, signing and submitting a new, later-dated proxy card or following the instructions given for changing your vote by telephone; or

by attending the special meeting and voting in person.

Your attendance at the meeting will not, in and of itself, constitute revocation of a proxy; you must cast an actual vote. If your shares are held in the name of a broker or other nominee and you have directed that person to vote your shares, you must instruct that person if you want to change your vote.

Q: Should I send in my stock certificates now?

A: No, you should not send in your stock certificates now. If we complete the merger, the paying agent, [], will send you written instructions for exchanging your stock certificates for the cash consideration.

Q: What if I receive more than one proxy card for the special meeting?

A: This may mean that your shares of our common stock are registered in different ways or are in more than one account. Please provide voting instructions for all proxy cards you receive to ensure that all of your shares of our common stock are voted at the special meeting.

Q: When do you expect to complete the merger?

A: We are working toward completing the merger as quickly as possible after the special meeting. However, in addition to obtaining company stockholder approval and unaffiliated stockholder approval, we must also satisfy other conditions before we can complete the merger. Therefore, we cannot predict exactly when we will complete the merger.

Q: What if I have additional questions?

A: If you have questions about the merger, the special meeting or where to send your proxy, or if you would like additional copies of this proxy statement, you should contact our Chief Financial Officer either by writing to Home Products International, Inc., Attn: Chief Financial Officer, 4501 West 47th Street, Chicago, Illinois 60632, calling (773) 890-1010 or by email at info@homz.biz.

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CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This proxy statement, including information incorporated by reference into this proxy statement, contains forward-looking statements that are based on our current expectations, estimates, assumptions and projections about our business and the merger. These forward-looking statements can generally be identified by use of words including, without limitation, may, will, expects, anticipates, believes, intends, estimates, could or similar expressions.

You should be aware that forward-looking statements involve known and unknown risks, uncertainties and other factors that could cause Home Products' actual results, performance or achievements to differ materially from those discussed in the forward-looking statements. These factors include:

the merger may not be completed in a timely manner or at all;

we may be subject to additional litigation in connection with the proposed merger;

uncertainties relating to general economic conditions, cyclical industry, business and social conditions; and

risks, uncertainties and other factors identified in our reports and filings made from time to time with the SEC, including those discussed in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations Business Risks and Management Outlook from our Annual Report on Form 10-K for the fiscal year ended December 27, 2003, a copy of which is attached to this proxy statement as Appendix F.

You should not place undue reliance on any forward-looking statements. Except as expressly required by the federal securities laws, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, changed circumstances or any other reason after the date of this proxy statement.

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SPECIAL FACTORS

Background of the Merger

In April 2002, due to a stock price that remained near historically low levels, the challenges faced by us in our business (as discussed below under "Reasons for the Special Committee's Determination and Recommendation; Fairness of the Merger"), as well as increased costs associated with being a public company, we engaged Sawaya Segalas, an investment banking firm, to advise us regarding a possible sale, merger, consolidation or other business combination of Home Products. Sawaya Segalas and our management screened over 400 companies to evaluate potential domestic, foreign, strategic and financial potential acquirers for Home Products. Fifty-three companies were selected to receive the initial marketing materials and 31 companies showed interest in receiving additional information and received a confidential information memorandum regarding Home Products. Of the companies that received further information, seven submitted preliminary non-binding indications of interest. Following a review of the indications of interest, four companies were invited to attend a management presentation in Chicago and given access to detailed due diligence information in a data room. These discussions did not lead to a firm offer from any of the prospective purchasers. Generally, concerns expressed about us included: (1) customer concentration issues, particularly with respect to Kmart; (2) exposure to resin prices; (3) relatively low growth in most of our segments; (4) uncertainty relating to the Martha Stewart scandal and its potential impact on Kmart; and (5) potential financing issues relating to our notes. We terminated our engagement with Sawaya Segalas in September 2003.

At the beginning of October 2003, Mr. Tennant informed the board of directors that he was considering making an offer for Home Products. On October 2, 2003, four of the five members of the board of directors determined that a special committee comprised of our three independent, disinterested directors, Messrs. Campbell, Shure and Spungin, would need to be formed to consider, negotiate and evaluate any proposal that might be forthcoming from Mr. Tennant. These three independent, disinterested directors, informally acting as a special committee of our board of directors until their formal designation as such on December 16, 2003 (and referred to as the "special committee" throughout the following discussion), then interviewed several law firms and investment banking firms to represent and advise the special committee in connection with any proposal that might be made by Mr. Tennant. Following the interviews and deliberations by the special committee, the special committee decided to retain Katten Muchin Zavis Rosenman, whom we refer to as "KMZR," as counsel to the special committee and Mesirow as financial advisor to the special committee. In mid-October 2003, Mr. Tennant advised the special committee that he was reconsidering whether he would submit a proposal to acquire the company after all, and discussions ceased until early December 2003.

On December 9, 2003, Mr. Tennant sent a letter to the board of directors proposing to acquire all of our publicly held shares for cash consideration of \$1.35 per share. Mr. Tennant's letter proposed that the acquisition would be in the form of a merger of Home Products with a newly formed acquisition entity, and would be conditioned upon, among other things, obtaining the consent of the holders of the outstanding notes to the proposed transaction and an appropriate amendment to our indenture for the notes. Mr. Tennant's letter stated that his proposal was contingent upon us agreeing to be responsible for his transaction costs (including legal fees and expenses and investment banking fees and expenses) and the costs associated with amending the indenture (including the fees and expenses of the noteholders and related legal fees and expenses), regardless of whether a merger was consummated or not. On December 10, 2003, the special committee met with its advisors to consider Mr. Tennant's proposal. At that meeting, the special committee requested that its advisors negotiate with Mr. Tennant and his advisors regarding the realization of a better price for our stockholders and Mr. Tennant's requests that all transaction-related expenses be borne by Home Products.

On December 16, 2003, the board of directors held a regularly scheduled meeting. At that meeting, our management reviewed its final forecast of operating results for the full fiscal year ending December 27, 2003. Our management also presented its budget for the 2004 fiscal year, outlining key financial objectives and assumptions. There was also a discussion of major risks, including resin costs, capacity constraints, potential price wars and risks associated with our major customers. At that meeting, the board of directors formally designated Messrs. Campbell, Shure and Spungin as the special committee to consider, negotiate and evaluate Mr. Tennant's proposal to acquire Home Products.

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On December 16, 2003, following the conclusion of the full board meeting, the special committee and its advisors met with Mr. Tennant, his financial advisor, Stifel Nicolaus and his legal counsel, Vedder, Price Kaufman and Kammholz, to further discuss and negotiate the terms and conditions of Mr. Tennant's proposal. During these negotiations, the special committee sought various concessions from Mr. Tennant, including, among other things, that Mr. Tennant drop his demand that we bear all transaction-related expenses (including those of Mr. Tennant and all expenses related to amending the indenture and negotiations and discussions with the noteholders), and that Mr. Tennant waive the change of control provisions in his existing employment agreement in order to level the playing field for other potential acquirers. Another meeting of the special committee was scheduled for the next day to continue the process of reviewing and considering Mr. Tennant's proposal.

On December 17, 2003, the special committee, along with representatives of its advisors, met with Mr. Tennant and his advisors to continue to consider Mr. Tennant's proposal. At that meeting, our management presented again its financial forecast for 2003 and budget for 2004, for the benefit of the advisors to the special committee and to Mr. Tennant. Discussions continued with Mr. Tennant regarding the concessions sought by the special committee. Mr. Tennant refused, however, to make concessions that the special committee considered to be adequate.

On December 18, 2003, Mr. Tennant sent a letter to the special committee stating that he would not pursue the proposed transaction unless the special committee agreed that Home Products would pay for all expenses relating to the amendment of the indenture, including, without limitation, expenses of counsel for Home Products, Mr. Tennant's counsel, and all expenses of the noteholders in negotiating and completing the indenture amendment, regardless of whether or not the proposed transaction was consummated. In his letter, Mr. Tennant also noted that he had worked with investment bankers in aggressively marketing Home Products on behalf of the board of directors and stockholders in prior years and that, based on that experience, he considered his proposal to be the only viable option for us to deliver value and liquidity to our stockholders for the foreseeable future.

In light of the fairly steady erosion in the market price for our common stock, from \$3.00 earlier in 2003 to \$1.07 on December 18, 2003, the special committee determined that it was in the best interests of Home Products and its stockholders for Mesirow to attempt to identify other potential acquirers and, if possible, for the special committee's advisors to re-start discussions with Mr. Tennant and his advisors to see if agreement could be reached on a potential transaction with Mr. Tennant at a price that would provide both liquidity and a premium for our stockholders. Also on December 18, 2003, the special committee executed a formal engagement letter with Mesirow.

While discussions with Mr. Tennant remained at a standstill, Mesirow began the process of interviewing members of our management team, and assembling and reviewing relevant materials, as it considered necessary to enable Mesirow to identify, evaluate and pursue strategic alternatives.

At a special committee meeting on January 13, 2004, Mesirow presented the special committee with a list of the various opportunities and challenges that the special committee was likely to encounter in attempting to attract third party strategic interest in a potential acquisition of Home Products. Mesirow initially concluded that, despite the many challenges facing Home Products, there was still a possibility of attracting interest, particularly if we were able to restructure certain of our obligations. For example, Mesirow observed that a restructuring of Mr. Tennant's employment agreement to waive or reduce the payments to which he was entitled in the event he terminated his employment after a change of control could help make the company more attractive to potential third party acquirers. At that meeting, Mesirow identified for the special committee approximately 20 prospective strategic buyers and categorized them according to their relative likelihood of interest.

In mid-January 2004, discussion resumed with Mr. Tennant regarding his proposal, and the special committee decided to agree to pay the expenses associated with negotiating an indenture amendment, subject to a reasonable cap, after concluding that the discussions with the noteholders were not only necessary for purposes of Mr. Tennant's proposal but would also facilitate the pursuit of alternative transactions.

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On January 20, 2004, Mr. Tennant sent a letter to the special committee in which he proposed that a newly formed acquisition company, Newco, would acquire all of our publicly held shares in a merger transaction in

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which each share of our common stock would be exchanged for \$1.50 in cash. Mr. Tennant would be an owner of Newco. His letter stated that his proposal had no financing or due diligence contingency. His letter also stated that his proposal was conditioned, among other things, on:

negotiation of an appropriate amendment to our indenture, with Home Products being responsible for the costs associated with the amendment (including the fees and expenses of our counsel, the fees and expenses of the noteholders and their counsel, and the fees and expenses of Newco and its counsel relating to the amendment), up to an aggregate maximum of \$350,000;

the definitive merger agreement providing for a break up fee equal to 3% of the aggregate consideration of Newco's offer if we terminated the transaction for any reason other than our receipt and acceptance of a bona fide superior offer from a third party or a breach by Newco giving us the right to terminate the proposed merger agreement; and

the definitive merger agreement providing that we would reimburse Newco and Mr. Tennant for all costs and expenses incurred by them if we terminated the proposed transaction for any reason other than a breach by Newco giving us the right to terminate the proposed merger agreement.

Discussions and negotiations continued with Mr. Tennant and his advisors, and later that day he submitted a revised proposal letter. The revised proposal eliminated the break up fee, and among other things, stated that:

Newco would acquire all of our publicly held shares in a merger in which each share would be exchanged for \$1.50 in cash;

Following the consummation of the proposed merger, our noteholders would own warrants giving them the right to acquire stock of the surviving corporation;

To the extent the fees and expenses relating to amendment of our indenture exceeded \$350,000, any excess would be the responsibility of Newco and Mr. Tennant; and

The proposed merger was not subject to any financing or due diligence contingency.

The special committee continued to seek confirmation that Mr. Tennant and Newco had arranged for the financing necessary to consummate the proposed transaction and requested confirmation that Fleet Capital Corporation (now known as Bank of America Business Capital), our senior lender, was willing to finance the proposed transaction on the terms described to the special committee by Mr. Tennant and his advisors. On February 3, 2004, the special committee received a copy of a term sheet from Fleet Capital Corporation with respect to financing the transaction. The special committee requested that its advisors obtain additional information regarding the Fleet Capital financing and negotiate further revisions to Mr. Tennant's proposal, including the expense reimbursements that had been requested by Mr. Tennant and Newco.

On February 4, 2004, the special committee received, reviewed and decided to accept a revised proposal letter from JRT and Mr. Tennant. The revised proposal was executed by us and Mr. Tennant, and was filed as an attachment to our 8-K filing made on February 5, 2004. At its February 23, 2004 meeting with the special committee, Mesirow expanded the list of possible acquirers to 21 prospective strategic buyers and 14 prospective financial buyers, including six financial buyers with strategic portfolio companies. Mesirow contacted each of these prospective buyers, sometimes on several occasions, and followed up with confidentiality agreements to the approximately 22 prospective buyers that indicated an interest. Additional marketing materials were sent to seven prospective buyers after each of them executed confidentiality agreements. As of its March 8, 2004 meeting with the special committee, Mesirow had sent out marketing materials to an additional six prospective buyers. Mesirow also consulted with the special committee on March 17, 2004 on alternative financing arrangements such as a potential recapitalization.

During this active market search, Mr. Tennant would not concurrently negotiate the terms of a definitive merger agreement, indicating that he was not prepared to incur the related expenses. During this period, he did continue to have discussions with the holder of a majority of the notes regarding the amendment of the indenture.

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In late March 2004, Home Products received indications of interest from two financial buyers. Within two weeks of submitting their correspondence indicating interest, the two buyers decided to collaborate and submitted a joint indication of interest in early April, which it revised and re-submitted later that month. At a meeting of the special committee on April 14, 2004, Mesirow reported on the status of this joint proposal, as well as discussions with other prospective buyers. The special committee continued to review these matters throughout April 2004. The joint proposal failed, however, when the prospective buyers were unable to reach an agreement with holders of our notes regarding a restructuring of the subordinated debt.

When these two parties failed to reach an agreement with the noteholders, the special committee decided to go forward to attempt to reach a definitive agreement with Mr. Tennant. At that time, Mr. Tennant and JRT revived their condition that, before moving forward to negotiate definitive documentation, we agree to reimburse their legal and other costs associated with the proposed transaction (in addition to the costs associated with amendment of the indenture). The special committee decided to agree to this request, given that the special committee continued to believe that a merger at a price of \$1.50 per share was in the best interests of our stockholders for the reasons discussed below and that the JRT proposal was the only viable proposal to acquire us, subject to three conditions:

- 1) JRT provide the special committee with Fleet's formal, written commitment to finance the transaction;
- 2) JRT provide the special committee with written confirmation from the majority note investor that it had substantially agreed to the amendment to the terms of the notes as necessary to allow the merger transaction with JRT to proceed and as to its willingness to execute final documentation with respect thereto by August 31, 2004; and
- 3) JRT and the special committee reach agreement on the language of a fiduciary out provision for a definitive merger agreement that would give us a broad right to provide information to, and negotiate with, third parties and to terminate the agreement to enter into a superior proposal.

The parties then negotiated the terms of the terms of the fiduciary out and the conditions under which we would be obligated to reimburse JRT's and Tennant's expenses. On May 17, 2004, after agreement was reached on these matters and the three conditions established by the special committee had been satisfied, we executed a letter agreement with JRT setting forth our commitment to reimburse Mr. Tennant for JRT's fees and expenses incurred in connection with the proposed transaction up to an aggregate of \$150,000 (in addition to the costs associated with amendment of the indenture).

On May 17, 2004, following the execution of the fee letter, counsel to JRT distributed a draft of a merger agreement to us and our counsel for our review and comment. The special committee and its counsel promptly reviewed this draft and commenced negotiation of the definitive merger agreement and ancillary documents with JRT and its counsel.

On May 24, 2004, the special committee met with representatives of Mesirow and KMZR. Representatives of KMZR summarized the terms of the proposed merger agreement and discussed the open business and legal issues relating to the agreement. Representatives of Mesirow then provided the special committee with a comprehensive review of the exploration of strategic alternatives and Mesirow's financial analysis with respect to the proposed merger. Mesirow reported that it had contacted 23 strategic buyers and 40 financial buyers, including eight financial buyers with portfolio or related investments in strategic companies. Mesirow attributed the lack of interest among strategic buyers to Home Products' outstanding debt load and the unwillingness of the holders of the notes to restructure the notes, exposure to price volatility in the resin market, limited pricing power of Home Products' commodity products, heavy customer concentration, particularly with Kmart Corporation, the change of control provisions in Mr. Tennant's employment agreement and in the indenture and our relatively poor recent results and prospects. According to Mesirow, our outstanding debt load and the unwillingness of the holders of the notes to restructure the notes, the change of control provisions of both the indenture and Mr. Tennant's employment agreement, price volatility in the resin and steel markets and the commodity nature of our products were among the reasons given by prospective financial buyers for their decision not to go forward. In

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connection with Mesirow's review, the board of directors received the oral opinion of Mesirow that the \$1.50 per share cash consideration to be received by our stockholders in the merger was fair, from a financial point of view, to our stockholders.

From May 24, 2004 through June 1, 2004, the special committee and its counsel continued to negotiate with JRT and its counsel in an effort to reach agreement on the remaining open issues. The special committee also requested that, as a condition to executing a definitive agreement, JRT provide it with a revised commitment letter from Fleet extending the expiration date of the financing commitment.

On June 1, 2004, the special committee had received the revised commitment letter from Fleet and met again with representatives of Mesirow and KMZR. Representatives of KMZR advised the special committee as to the few remaining open issues on the merger agreement. Representatives of Mesirow discussed again their financial analysis and reiterated their oral opinion, confirmed in a written opinion dated June 2, 2004, that as of the date of their opinion and subject to the conditions and assumptions set forth in the opinion, the \$1.50 per cash consideration was fair, from a financial point of view, to our stockholders. At that meeting, the special committee unanimously approved and recommended the merger agreement and the merger, subject to the resolution of the remaining open issues, on the terms proposed by the special committee.

On the morning of June 2, 2004, 2004, our entire board of directors, consisting of the members of the special committee and Mr. Tennant, held a meeting to consider whether to approve the merger agreement and the merger. The advisors to the special committee were also present at, and participated in, this meeting. With Mr. Tennant abstaining from the deliberations and voting, the board approved the merger agreement, the merger and related documents, subject to JRT's agreement to resolve one remaining open issue, on the terms that had been proposed by the special committee. Later that day, JRT agreed to accept the special committee's proposal on this open matter, and the parties executed the definitive merger agreement and ancillary documents.

Since June 2, 2004, the date the merger agreement was executed, our special committee has received two additional expressions of interest, which the special committee is reviewing and evaluating.

Reasons for the Special Committee's Determination and Recommendation; Fairness of the Merger

The special committee unanimously determined that the terms of the merger agreement and the merger are fair to, and in the best interests of, Home Products and its stockholders. The special committee approved the merger agreement and recommended to the board of directors that the merger agreement be adopted and approved and the merger be approved. Based on the special committee's analysis and recommendation, the board of directors recommends that our stockholders vote FOR the adoption and approval of the merger agreement and approval of the merger.

In making its recommendation to the board of directors, the special committee considered a number of factors that it believed supported its recommendation that the transaction is fair, procedurally and substantively, to our stockholders, including, but not limited to, the following factors:

Review of operations, forecasts and projections. The special committee reviewed our historical results of operations, financial condition, assets, liabilities, business strategy and available sources of financing, as well as certain forecasts and projections prepared by our senior management. This review indicated that there were and are significant business risks confronting us. The special committee considered these risks, among others, in evaluating the merger.

Rising prices of our two key raw materials, plastic resin and steel, combined with an inability in our relatively inelastic market to pass on the costs of these price increases to customers, would further erode our already slim margins. We are particularly affected because of the relatively high proportion of our costs of goods allocated to our raw materials. Plastic resin has historically represented approximately 20-25% of our cost of goods sold. In 2003, the price of plastic resin rose by approximately 20%, increasing this proportion to around 30% and adding approximately \$10 million to our cost of goods sold that was not recoverable from our customers. In the first quarter of 2004, plastic resin costs increased an additional 11%, adding approximately \$1.6 million to our cost of goods sold.

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Our heavily concentrated customer base, with three customers accounting for approximately 75% of our sales, has been adversely affected by the uncertainty surrounding the bankruptcy and subsequent store closings of our biggest customer, Kmart Corporation, which was responsible for 33% of our 2003 sales.

The commodity nature of our products and pricing pressures imposed by our major big box discount retail customers limit our ability to price our products at a premium and cause margins to remain thin.

Increased competition, particularly in the laundry sector, from entities that rely heavily on foreign-sourced products, enable these entities to sell their products at lower prices than ours and adversely affect our pricing, market share and margins.

Constraints on our capital raising ability limit our ability to increase capacity and introduce new products.

Merger consideration premium. The merger consideration of \$1.50 per share represents (1) a premium of approximately 20% over the \$1.25 closing sale price for our shares on June 1, 2004, the last trading day before the announcement of execution of the merger agreement, (2) a premium of approximately 22% over the \$1.23 closing sale price for our shares on February 5, 2004, the date we filed a Form 8-K with the SEC announcing JRT's offer to acquire us and (3) a premium of approximately 17% over the \$1.28 average closing sale price for our shares for the thirty days prior to the announcement of execution of the merger agreement.

Active market search. As described above in Background of the Merger, the special committee and its financial advisor engaged in an extensive active market search process to identify potential strategic and financial acquirers, contacting over 60 potential buyers. Prior to execution of the merger agreement, this search resulted in indications of interest from only two potential buyers, neither of which developed into firm offers. See Background of the Merger beginning at page 16.

Change of control provisions under the indenture. The indenture for our notes provides the noteholders with the right to require us to repurchase the notes at a purchase price in cash equal to 101% of the principal amount plus accrued and unpaid interest in the event of certain change of control transactions. If all of our noteholders exercised this right, we would be obligated to pay over \$117.2 million upon a change of control. The repurchase rights will not be triggered, however, by an acquisition of a majority of our outstanding voting stock by a permitted holder, defined in the indenture as (i) directors and officers of [Home Products] on the Issue Date [of the notes] and (ii) Chase Venture Capital Associates, L.P. and any Affiliates thereof. Because Mr. Tennant will beneficially own a majority of the outstanding voting stock of Home Products, as the surviving corporation, following the consummation of the merger, and because Mr. Tennant is a permitted holder, consummation of the merger is not expected to trigger the repurchase rights of the noteholders. This exception to the change of control provisions, which weighed in favor of the merger, was taken into account by the special committee. See The Merger Indenture beginning at page 40.

Change of control provisions under Mr. Tennant's employment agreement. Mr. Tennant's employment agreement entitles him, in the event his employment is terminated either voluntarily or involuntarily within 180 days after a change of control of Home Products, to receive:

payment on the date of termination of an amount equal to the difference between (1) \$5 million and (2) the per share value of our common stock at the closing of the change of control transaction minus the exercise price per share of each stock option granted to Mr. Tennant as of the date of the employment agreement multiplied by the number of shares underlying those stock options;

payment within five days after the date of termination of an amount equal to the product of (1) three, multiplied by (2) the sum of salary and bonus earned by Mr. Tennant during each of the preceding two years divided by two; and

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payment for any excise tax that may be due under section 4999 of the Internal Revenue Code (plus interest or penalties imposed with respect there to) such that after payment by Mr. Tennant of all taxes,

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interest and penalties imposed upon him due to the additional payment, he will retain from the additional payments an amount sufficient to pay the excise tax (plus interest or penalties imposed with respect thereto).

Based on the terms of the merger, these amounts are estimated to be approximately \$8 million plus amounts for the reimbursement of any excise, income, or other taxes as described above, all of which the special committee took into account in evaluating the likelihood that third-party offers would be able to be competitive with the terms of the merger. In addition, Mr. Tennant will be entitled to receive continuing medical and other insurance benefits for the two year period immediately following his termination. Mr. Tennant has informed us that in connection with the amendment to the indenture for the notes, and solely for purposes of the merger, he has agreed to waive his right to receive these change of control benefits. See *The Merger Employment and Other Agreements* beginning at page 43.

Limited liquidity for our stock. The special committee took into account the limited public float and low trading volume of our common stock, the small number of market makers and the lack of institutional research coverage relating to Home Products. These factors make it difficult for our stockholders to dispose of large numbers of shares without adversely affecting our stock price. In the special committee's view, these factors made the merger consideration contemplated by the merger agreement preferable to the alternative of subjecting the stockholders to the risk of declining stock performance or the risk of being unable to sell our shares without triggering a significant adverse impact on the stock price.

Fairness opinion. The special committee reviewed and adopted the opinion of its financial advisor, Mesirow, that as of June 2, 2004 and based upon and subject to the various qualifications and assumptions described in Mesirow's opinion, the consideration to be received by our stockholders in the merger was fair to the stockholders from a financial point of view. The special committee also considered the analyses presented by Mesirow to the special committee, which it reviewed as a whole, without weighing or emphasizing each analysis separately.

Costs associated with being a public company. The special committee compared the costs involved with being a public company, including the costs of filing periodic reports and complying with the proxy rules under the Securities Exchange Act of 1934, and the costs of compliance with the enhanced governance and disclosure regimes under the Sarbanes-Oxley Act to the benefits of being a public company. It concluded that the benefits that we and our stockholders should derive from being a public company were not being realized and did not justify continuing to incur the substantial costs associated with being public.

Extensive negotiation. The special committee also took into account the extensive negotiations between it and its financial and legal advisors, on the one hand, and JRT and its financial and legal advisors on the other hand, including the fact that the negotiations:

involved a special committee of independent and disinterested directors, who had no financial interest in the merger that was different from our stockholders generally, representing Home Products, and that the special committee retained and received advice from its own independent legal and financial advisors, and devoted extensive time and attention to, evaluating, negotiating and recommending the terms of the merger agreement;

provided Home Products with the right to provide information to, and negotiate with, a person making an unsolicited acquisition proposal;

provided Home Products with the right to terminate the merger agreement to accept a superior company proposal; and

provided our board of directors with the right to withdraw or modify its recommendation of the merger agreement and the merger if the board, in good faith after consultation with counsel, concluded that it was necessary to do so to comply with its fiduciary duties.

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The special committee also considered a variety of risks and other potentially negative factors concerning the merger, including the following:

the possibility that the merger would not be consummated and the resulting effects of a failed transaction;

the fact that, following the merger, our current stockholders (other than members of the JRT Group) will cease to participate in any future earnings growth or benefit from an increase in value of Home Products; and

the tax consequences to our stockholders upon their receipt of the merger consideration.

The special committee nonetheless concluded that these potentially negative factors, including the loss of opportunity to participate in future earnings growth or increase in value of Home Products, were adequately compensated for by the merger consideration and the fact that our stockholders (other than members of the JRT Group) will no longer be exposed to the business risks faced by Home Products and the risks associated with holding relatively illiquid stock and the increasing costs of being a public company.

The foregoing discussion includes all of the material factors considered by the special committee in reaching its conclusions and recommendations, but is not meant to be exhaustive. In view of the variety of factors considered in reaching its determination, the special committee did not find it practicable to, and did not, quantify or otherwise assign relative weights to specific factors considered in reaching its conclusions and recommendations. In addition, individual members of the special committee may have given differing weights to different factors. The special committee's determination was made after considering all of the factors together as a whole.

Reasons for the Board of Directors' Determination and Recommendation; Fairness of the Merger

Our board of directors consists of four directors, three of whom served on the special committee. At the June 2, 2004 meeting of the board, based upon the factors considered by the special committee, our board of directors concluded that these factors supported the special committee's conclusions and adopted the special committee's fairness determination. Due to his interest in the transaction, Mr. Tennant abstained from the board's determination and approval decisions. As a result, the three members of the board of directors who were participating in these decisions were the members of the special committee. The board of directors recommends that you vote **FOR** the approval and adoption of the merger agreement and approval of the merger.

Opinion of the Special Committee's Financial Advisor

The special committee retained Mesirow to act as its financial advisor in connection with the proposed merger. As part of its engagement, the special committee asked Mesirow to render a fairness opinion relating to the merger. On June 1, 2004, Mesirow delivered to the special committee its oral opinion, noting that such opinion would be delivered in writing the next morning, to the effect that, based upon and subject to the assumptions and qualifications stated in its opinion, the \$1.50 per share merger consideration to be received by Home Products' stockholders in connection with the merger pursuant to the merger agreement was fair, from a financial point of view, to such stockholders.

The full text of Mesirow's written opinion, dated June 2, 2004, is attached as Appendix B to this proxy statement and is incorporated by reference. You are urged to read the entire opinion carefully to learn about the assumptions made, procedures followed, matters

considered and limits on the scope of the review undertaken by Mesirow in rendering its opinion. Mesirow's opinion relates only to the fairness, from a financial point of view, to Home Products' stockholders of the per share merger consideration to be received by such stockholders in the merger pursuant to the merger agreement, does not address any other aspect of the proposed merger or any related transaction and does not constitute a recommendation to any stockholder as to how that stockholder should vote with respect to the approval of the merger agreement

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or the merger. The following summary of Mesirow's opinion is qualified in its entirety by reference to the full text of the opinion. Mesirow's opinion was directed to the special committee for its benefit and use in evaluating the fairness of the merger consideration.

In connection with Mesirow's review of the proposed merger and the preparation of its opinion, Mesirow examined:

a draft of the merger agreement;

the audited financial statements of Home Products for the three years ended December 27, 2003;

the unaudited financial statements of Home Products for the three months ended March 27, 2004;

certain internal business, operating and financial information and forecasts of Home Products, prepared by the senior management of Home Products, and certain projections of Home Products, which we refer to collectively as the "projections";

information regarding publicly available financial terms of certain other change of control transactions Mesirow deemed relevant;

the financial position and operating results of Home Products compared with those of certain other publicly traded companies Mesirow deemed relevant;

existing and historical market prices and trading volumes of Home Products common stock;

the terms of the employment agreement dated May 19, 1999 between Home Products and Mr. Tennant, as amended;

Home Products' annual report on Form 10-K for the fiscal year ended December 27, 2003, Home Products' quarterly report on Form 10-Q for the fiscal quarter ended March 27, 2004 and certain other publicly available information relating to Home Products and the industry in which it conducts its business; and

such other materials and information Mesirow deemed relevant.

Mesirow held discussions with members of the senior management of Home Products to discuss the foregoing. Mesirow also met with the special committee and the special committee's legal counsel to discuss the merger and the other transactions contemplated by the merger agreement and the results of its analysis and examination. In addition, Mesirow considered other matters and performed the due diligence that it deemed relevant to its inquiry and took into account the accepted financial and investment banking procedures and considerations that it deemed relevant or appropriate.

In rendering its opinion, Mesirow assumed and relied upon, with the consent of the special committee and without independent verification, the accuracy and completeness of all the information examined by or otherwise reviewed or discussed with Mesirow for purposes of its opinion, including, without limitation, the projections. Mesirow was advised by the senior management of Home Products that the projections had been reasonably prepared on bases reflecting the best currently available estimates and judgments of the senior management of Home Products. In that regard, Mesirow assumed, with the consent of the special committee, that the projections will be achieved and that all material assets and

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liabilities (contingent or otherwise) of Home Products are as set forth in Home Products' financial statements or other information made available to Mesirow. Mesirow expressed no opinion with respect to the projections or the estimates and judgments on which they were based.

Mesirow also assumed that all material governmental, regulatory or other consents and approvals necessary for the consummation of the transaction contemplated by the merger agreement will be obtained without any adverse effect on Home Products or on the expected benefits of the transaction contemplated by the merger agreement and that the merger will be consummated on the terms described in the merger agreement, without any waiver of any material terms or conditions by Home Products or JRT. Furthermore, with the consent of the special committee, Mesirow assumed that the executed form of the merger agreement conforms in all material respects to the last draft of the merger agreement reviewed by Mesirow.

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Mesirow did not make or obtain an independent valuation or appraisal of the assets, liabilities or solvency of Home Products. Furthermore, Mesirow's opinion does not address the relative merits of the merger as compared to any alternative business strategies that might exist for Home Products or the effect of any other transaction in which Home Products might engage. Mesirow assumed without verification the accuracy and adequacy of the legal advice given by counsel to Home Products and by counsel to the special committee on all legal matters.

Mesirow did not express any opinion as to the price at which Home Products common stock would trade at any future time. Those trading prices could be affected by a number of factors, including but not limited to:

changes in the prevailing interest rates and other factors that generally influence the price of securities;

adverse changes in the current capital markets;

the occurrence of adverse changes in the financial condition, business, assets, results of operations or prospects of Home Products or in the product markets it serves;

any necessary actions by or restrictions of federal, state or other governmental agencies or regulatory authorities; and

timely completion of the merger on the terms and conditions that are acceptable to all parties at interest.

Mesirow's opinion was based upon economic, market, financial and other conditions existing on, and other information disclosed to Mesirow as of, the date of the opinion. Although subsequent developments may affect its opinion, Mesirow does not have any obligation to update, revise or reaffirm its opinion.

The following is a summary of the material financial analyses performed and material factors considered by Mesirow to arrive at its opinion. Mesirow performed certain procedures, including each of the financial analyses described below, and reviewed with the special committee the assumptions upon which such analyses were based, as well as other factors. The summary does not purport to describe all of the analyses performed or factors considered by Mesirow in this regard.

Comparable Public Company Analysis

Mesirow performed a comparable public company analysis as part of its examination of the fairness of the consideration to be provided in the merger. A comparable public company analysis provides a method to estimate the value of a company based on the prices at which the common stock of other comparable companies trade in the market. A comparable public company analysis is based on the proposition that the enterprise value and the equity value of comparable companies is a useful way to estimate the value of a company. A comparable public company analysis involves dividing the enterprise value (the total shares of stock outstanding multiplied by the stock price per share plus all outstanding debt net of cash) or the equity value (the total shares of stock outstanding multiplied by the stock price per share), as the case may be, of each comparable company by relevant operating measures (for example, revenues, EBITDA, EBIT or book value) of that company to determine valuation multiples for the comparable companies. The resulting range of multiples may then be compared to corresponding multiples for the target company, which are calculated based on the proposed per share merger consideration.

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Mesirow reviewed and compared certain financial information relating to Home Products to corresponding financial information, ratios and public market multiples for certain publicly traded companies with operations in the relevant industry. The comparable companies selected by Mesirow were Knap & Vogt Manufacturing Co., Lifetime Hoan Corporation, Myers Industries, Newell Rubbermaid, Inc. and Tupperware Corporation. Mesirow selected these companies because they are the publicly traded companies that engage in businesses reasonably comparable to Home Products' business.

In the comparable company analysis, Mesirow calculated for the comparable company group their multiples of enterprise value to revenue, EBITDA and EBIT, and multiples of equity value to book value. EBITDA refers to earnings before interest, taxes, depreciation and amortization and EBIT refers to earnings before

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interest and taxes. LTM as used in the table below, refers to the last 12 months. The operating results and the corresponding derived multiples for the comparable companies were based on the latest 12-month period using each company's most recent available publicly disclosed financial information and closing share prices as of May 21, 2004.

Mesirow also calculated for Home Products its multiples of enterprise value to revenue, EBITDA and EBIT, and multiples of equity value to book value. Mesirow calculated the Home Products multiples based on three separate financial periods: (1) fiscal year 2003 (actual), (2) the latest 12-month period using the most recently available publicly disclosed financial information and (3) fiscal year 2004, as projected by Home Products' management. In each case, the multiples were based on the proposed \$1.50 per share merger consideration.

After calculating the multiples for the comparable company group and for Home Products, as described above, Mesirow compared the range of multiples derived for the comparable company group with the three categories of multiples calculated for Home Products. Information regarding the range of multiples from Mesirow's analysis of selected comparable publicly traded companies and corresponding multiples for Home Products based on the proposed per share merger consideration is set forth in the following table:

<u>Multiple</u>	<u>Comparable Company</u>			<u>Home Products</u>		
	<u>Multiple Range (LTM)</u>			<u>Multiple at \$1.50 Per Share</u>		
	<u>Low</u>	<u>Median</u>	<u>High</u>	<u>2003</u>	<u>LTM</u>	<u>2004</u>
Enterprise Value/Revenue	0.57x	1.05x	1.45x	0.55x	0.54x	0.58x
Enterprise Value/EBITDA	6.6x	8.9x	12.6x	7.9x	6.7x	9.2x
Enterprise Value/EBIT	13.6x	14.1x	17.6x	17.3x	12.2x	22.9x
Equity Value/Book Value	1.4x	2.8x	4.4x	1.9x	1.9x	NM

None of the selected companies is identical to Home Products. Accordingly, any analysis of the selected comparable publicly traded companies necessarily involved complex consideration and judgments concerning the differences in financial and operating characteristics and other factors that would necessarily affect the analysis of trading multiples of the selected comparable publicly traded companies.

Comparable Transactions Analysis

Mesirow also performed an analysis of selected recent change of control transactions in the relevant industry based on publicly available information as part of its testing of the fairness of the consideration to be provided in the merger. A comparable transactions analysis is based on the idea that the prices paid in comparable transactions provide a basis to estimate the value of a similar company. A comparable transactions analysis involves dividing the enterprise value paid in each comparable transaction by relevant operating measures (for example, revenues, EBITDA or EBIT) for the company that was acquired to determine valuation multiples from the transaction. The resulting range of multiples may then be compared to corresponding multiples for the target company, which are calculated based on the proposed per share merger consideration.

In total, Mesirow examined 17 transactions that were chosen based on Mesirow's judgment that they were generally comparable, in whole or in part, to the proposed merger. The selected transactions were not intended to be representative of the entire range of possible transactions in the

industry. The 17 transactions examined were (target/acquirer):

DMI Furniture Inc./*Flexsteel Industries, Inc.*;

Lehigh Consumer Products Corp./*Jarden Corp.*;

Pillowtex Corp./*GGST LLC*;

Woodcraft Industries, Inc./*Behrman Capital*;

American Saw & Manufacturing Co./*Newell Rubbermaid Inc.*;

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Diamond Brands Operating Corp./Jarden Corp.;

Hunt Corporation/The Berwind Company;

CBK, Ltd., LLC/Blyth Inc.;

Omega Group/Fortune Brands;

Anchor Hocking Corp./Libbey Inc.;

Brown Jordan International Inc./Winsloew Furniture;

Springs Industries, Inc./Heartland Industrial Partners, LP;

Mikasa Inc/JG Durand Industries;

McKechnie Ltd./Newell Rubbermaid Inc.;

Rubbermaid Inc./Newell Co.;

First Brands Corporation/The Clorox Company; and

Dow Chemical Dowbrands/SC Johnson & Sons Inc.

Mesirow reviewed the consideration paid in the selected comparable transactions in terms of the enterprise value of such transactions as a multiple of revenue, EBITDA and EBIT, based on the most recent publicly available information for the latest 12 months preceding each transaction date. Mesirow then compared the multiples derived in this analysis with corresponding multiples for Home Products based on three separate financial periods: (1) fiscal year 2003 (actual), (2) the latest 12-month period using the most recently available publicly disclosed financial information and (3) fiscal year 2004, as projected by Home Products management. In each case, the multiples were based on the proposed \$1.50 per share merger consideration. Information regarding the range of multiples from Mesirow's analysis of comparable transactions and corresponding multiples for Home Products based on the proposed per share merger consideration is set forth in the following table:

Multiple	Comparable Transaction			Home Products		
	Multiple Range (LTM)			Multiple at \$1.50 Per Share		
	Low	Median	High	2003 Actual	LTM	2004 Projected
Enterprise Value/Revenue	0.41x	1.12x	2.38x	0.55x	0.54x	0.58x
Enterprise Value/EBITDA	5.1x	7.7x	16.0x	7.9x	6.7x	9.2x
Enterprise Value/EBIT	6.0x	9.8x	23.8x	17.3x	12.2x	22.9x

Although Mesirow utilized the multiples implied by the selected transactions to derive the range of implied per share equity values of Home Products, none of these transactions or associated companies is identical to the merger or Home Products. Accordingly, any analysis of the selected comparable transactions necessarily involved complex considerations and judgments concerning the differences in financial and operating characteristics, parties involved and terms of their transactions and other factors that would necessarily affect the merger value of Home Products versus the merger values of the companies in the selected comparable transactions.

Discounted Cash Flow Analysis

As an additional step in the valuation process, Mesirow performed a discounted cash flow analysis to test the fairness of the consideration to be provided in the merger. A discounted cash flow analysis provides a method to estimate the value of a company based upon projected future cash to be generated by the company. A discounted cash flow analysis is based on the theory that the value of a company is equal to the amount of cash that it will generate in the future in excess of future expenses. In conducting a discounted cash flow analysis, the amounts of money that the company is projected to earn in the future (reflecting amounts in excess of projected

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future expenses) are added together. Projected excess cash is then reduced, or discounted, by applying a range of discount rates to reflect the fact that the money will be received in the future and is therefore less valuable from a current point of view. The amounts generated by this calculation are then added to a range of discounted projected terminal values for the company, which are estimates of the value of the company at the end of the period for which earnings projections are available and which have been similarly discounted using a range of discount rates. The group of sums of these numbers is the range of estimated values of the company and can be compared to the amount of consideration that will be paid in the merger. If the amount of consideration to be paid in the merger is within or greater than the range of numbers calculated in the discounted cash flow analysis, this analysis would support a conclusion that the merger consideration is fair to the unaffiliated stockholders.

Mesirow utilized the projections to perform a discounted cash flow analysis of Home Products' projected future cash flows for the fiscal years 2004 through 2008. Using discounted cash flow methodology, Mesirow calculated the present values of the projected cash flows for Home Products. Mesirow aggregated (1) the present value of the free cash flows over the applicable forecast period with (2) the present value of the range of terminal values. In this analysis, Mesirow assumed terminal value multiples of 7.0x to 9.0x 2008 EBITDA and discount rates of 12% to 20%. The discounted cash flow analysis conducted by Mesirow, after subtracting Home Products' net debt at December 31, 2003, produced implied per share equity values for Home Products as follows:

<u>Discount Rate</u>	<u>Terminal 2008 EBITDA</u>	<u>Implied Per Share Equity Value Range</u>
	<u>Multiple</u>	
12% 20%	7.0x 9.0x	\$6.67 to \$1.20

In comparing the range of estimated values using the discounted cash flow analysis to the proposed per share merger consideration, Mesirow noted that the proposed per share merger consideration was significantly above the range of estimated values derived from this analysis. It should be noted that the discounted cash flow analysis performed by Mesirow was done to assess our market value. We also assess the value of long-lived assets in accordance with generally accepted accounting principles. There are fundamental differences in these two analyses, such as the use of discounted, as opposed to undiscounted, cash flows and the inclusion of interest expense in the Mesirow analysis.

Leveraged Buyout Analysis

Mesirow also utilized a leveraged buyout analysis to test the fairness of the consideration to be provided in the proposed transaction. A leveraged buyout analysis is a means of estimating the value of a company based on how much a financial buyer would be willing to pay for the company in a transaction in which a majority of the purchase price is borrowed. A leveraged buyout analysis is based on the theory that a company's value equals the amount a potential purchaser would be willing to pay to acquire control of it. A number of assumptions underlie a leveraged buyout analysis, including assumptions as to the amount of profits, or return, the financial buyer would expect to receive from its ownership of the company (calculated as a percentage of the amount of money the financial buyer would be required to invest in the transaction), the amount of time the financial buyer would be willing to own the company before selling it to lock in the buyer's profits, and the amount of money that the financial buyer could borrow (in reliance on the credit of the company) in order to fund a portion of the purchase price in the theoretical leveraged buyout. In conducting a leveraged buyout analysis, the return that the financial buyer would receive from the transaction is estimated based on the company's projections of future profits and amounts of money that its business will generate and the estimated sales price when the financial buyer sells the business in the future. Based on the amount of profits that the financial buyer would receive from the transaction and the amount of the purchase price that the financial buyer could borrow (as opposed to paying from his or her own funds), this analysis calculates the maximum price that the financial buyer would be able to pay for the company and still receive its expected return. The maximum price represents an estimate of the value of the company that can be compared to the amount of consideration to be paid in the merger.

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Mesirow prepared a leveraged buyout analysis that was based upon the projections and assumed a hypothetical transaction date of December 31, 2003. In this analysis, Mesirow assumed the following for 2005 through 2008:

annual net sales of 3%;

gross margin consistent with 2004 estimates of 16%;

selling, general and administrative expense growth of 2% annually;

depreciation and amortization consistent with 2004 estimates of \$8.9 million;

capital expenditures held constant at \$5.0 million per year; and

working capital held constant at 10% of net sales.

After performing this analysis, assuming debt of 4.5x EBITDA, Mesirow concluded that it would be difficult for a non-strategic financial buyer to consummate a leveraged buyout transaction without a 30% to 40% discount on the purchase of Home Products' notes because the transaction would result in unacceptable equity returns.

General

The preparation of an opinion regarding fairness is a complex analytic process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances, and, therefore, such an opinion is not readily susceptible to partial analysis or summary description. The preparation of a fairness opinion does not involve a mathematical evaluation or weighing of the results of the individual analyses performed, but requires Mesirow to exercise its professional judgment, based on its experience and expertise, in considering a wide variety of analyses taken as a whole. Each of the analyses conducted by Mesirow was carried out in order to provide a different perspective on the proposed merger and add to the total mix of information available. Mesirow did not form a conclusion as to whether any individual analysis, considered in isolation, supported or failed to support an opinion about the fairness of the merger consideration. Rather, in reaching its conclusion, Mesirow considered the results of the analyses in light of each other and ultimately reached its opinion based on the results of all analyses taken as a whole. Mesirow did not place particular reliance or weight on any particular analysis, but instead concluded its analyses, taken as a whole, supported its determination. Accordingly, notwithstanding the separate factors summarized above, Mesirow believes that its analyses must be considered as a whole and that selecting portions of its analyses and the factors considered by it, without considering all analyses and factors, may create an incomplete view of the evaluation process underlying its opinion. No company or transaction used in the above analyses as a comparison is directly comparable to Home Products or the merger. In performing its analyses, Mesirow made numerous assumptions with respect to industry performance, business and economic conditions and other matters. The analyses performed by Mesirow are not necessarily indicative of future actual values and future results, which may be significantly more or less favorable than suggested by such analyses.

Mesirow is widely recognized as an investment banking firm. As part of its investment banking business, Mesirow is regularly engaged in structuring financings and the valuations of businesses and their securities in connection with mergers, acquisitions, leveraged buyout transactions, management buyouts, competitive biddings, restructuring transactions and private equity and debt placements. In the ordinary course of its business, Mesirow and its affiliates may from time to time actively trade the securities of Home Products for its own account or for

the accounts of customers, and, accordingly, may at any time hold a long or short position in these securities.

The special committee hired Mesirow based on its qualifications and expertise in providing financial advice to companies and its reputation as a widely recognized securities firm. Pursuant to a letter agreement dated December 18, 2003, Mesirow has been paid fees totaling \$300,000 for its role as financial advisor to the special committee. Under the terms of the letter agreement, in the event that Home Products is sold to a party unrelated

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to the proposed transaction, then Mesirow is entitled to an additional success fee in the amount of \$450,000. In addition, Home Products has agreed to promptly reimburse Mesirow upon request for all of Mesirow's reasonable out-of-pocket expenses in connection with its services to the special committee under the letter agreement, including the reasonable fees and expenses of Mesirow's legal counsel. Home Products has also agreed to indemnify Mesirow against potential liabilities relating to or arising out of its engagement.

Projections

We do not, as a matter of course, make public projections as to future sales, earnings or other results. In connection with the merger, however, our management prepared and provided in December of 2003 to Mesirow the projections that are summarized below. These projections have not been updated for actual results subsequent to the year ended December 27, 2003. This information, which was not prepared with a view to public disclosures, is included in this document for the limited purpose of providing stockholders access to the financial projections considered by the special committee and by Mesirow in rendering its opinion.

The projections below are or involve forward-looking statements and are based upon a variety of assumptions, including our ability to achieve strategic goals, objectives and targets over the applicable periods. These assumptions involve judgments with respect to future economic, competitive and regulatory conditions, financial market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond our control. Many important factors, in addition to those discussed elsewhere in this proxy statement, could cause our results to differ materially from those expressed or implied by the forward-looking statements. These factors include our competitive environment, economic and other market conditions in which we operate and matters affecting business generally, all of which are difficult to predict and many of which are beyond our control. Accordingly, there can be no assurance that the projections are indicative of our future performance or that actual results will not differ materially from those in the projections set forth below. See Cautionary Statement Concerning Forward Looking Statements beginning at page 15.

We are not entitled to rely on the safe harbor protection of the Private Securities Litigation Reform Act of 1995 with respect to the forward looking statements contained in these projections. However, in light of the uncertainties inherent in projections of any kind, the inclusion of these projections in this proxy statement should not be regarded as a representation by us, the board of directors, the special committee, or any of our or their respective advisors, agents or representatives that these projections will prove to be correct.

The financial projections set forth below include EBITDA, EBIT and EBT. We define EBITDA as net earnings (loss) before interest expense, income tax expense (benefit), depreciation and amortization, EBIT as net earnings (loss) before interest expense and income tax expense and EBT as net earnings (loss) before income tax expense. EBITDA, EBIT and EBT are non-GAAP measures and should not be considered an alternative to any other measure of performance presented in accordance with GAAP. You should not consider EBITDA, EBIT or EBT in isolation from, or as a substitute for, net earnings (loss), cash flows from operating activities and other consolidated income or cash flow statement data prepared in accordance with GAAP, or as a measure of profitability or liquidity. EBITDA, EBIT and EBT are presented in the projections because our management believes that they could be useful for investors in assessing projected operating performance and projected performance relative to financial obligations. In addition, EBITDA and EBIT are measures commonly used by financial analysts because of their usefulness in evaluating operating performance. EBITDA, EBIT and EBT, as used by us, are not necessarily comparable with similarly titled measures of other companies because all companies do not calculate EBITDA, EBIT and EBT in the same fashion.

This prospective financial information was not prepared with a view toward compliance with published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. The prospective financial information included in this proxy statement has been prepared by, and is the responsibility of, our management. Our independent registered public accountant, KPMG, LLP, has neither examined nor compiled the accompanying prospective financial information and, accordingly, KPMG, LLP does not express an opinion or any other form of assurance with respect thereto.

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	2004 Budget	
	\$	%
Net sales	\$ 223,663	100.0%
Gross profit	35,866	16.0%
Selling, general and administrative expenses	29,720	13.3%
Amortization of Intangibles	504	0.2%
Operating Income	5,642	2.5%
Other income (expense)	0	0.0%
EBIT	5,642	2.5%
Interest expense	(13,353)	(6.0%)
EBT	(7,711)	(3.5%)
Income tax expense	(150)	(0.1%)
Net loss before special charges	(7,861)	(3.6%)
Restructuring costs	(1,250)	(0.6%)
Net loss	(\$ 9,111)	(4.2%)
EBITDA	\$ 14,020	6.3%
Loss per share	(\$ 1.14)	

Position of the JRT Group as to the Fairness of the Merger

The rules of the SEC may require that each member of the JRT Group express its respective belief as to the fairness of the merger agreement and the proposed merger to Home Products' unaffiliated stockholders. The JRT Group was not part of, and did not participate in the deliberations of, the special committee. Based on their belief regarding the reasonableness of the conclusions and analyses of the special committee and the board, the members of the JRT Group have adopted the analyses and conclusions underlying the special committee's and the board of directors' fairness determination described above and believe that the merger consideration is fair to our unaffiliated stockholders. In reaching this belief, the members of the JRT Group considered, in addition to the adoption of the analyses and conclusions of the special committee and the board of directors, the following factors:

the fact that Home Products had engaged various investment bankers, including Mesirow, to explore strategic alternatives and a possible sale of Home Products, and that, to the JRT Group's knowledge, these investment bankers did not identify a single viable transaction other than the merger as currently contemplated with JRT;

the relationship between the \$1.50 price per share of common stock to be paid in the merger and the recent and historical market prices of Home Products' common stock. The merger price of \$1.50 per share to be paid in the merger represents approximately a 20% premium to the closing sale price of Home Products' common stock on June 1, 2004, the last trading day before the public announcement on June 2, 2004, of the signing of the merger agreement and a premium of approximately 22% over the closing sale price for our shares on February 5, 2004, the date we filed a Form 8-K with the SEC announcing JRT's offer to acquire us;

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the limited public float and low average daily trading volume of Home Products common stock and the lack of investment or research firms preparing research reports with respect to Home Products, all of which could be reasonably likely to adversely affect the price at which shares of Home Products common stock would trade for the foreseeable future and to preclude the stockholders of Home Products from achieving liquidity on their investment in Home Products;

the terms of the merger agreement, including the ability of the board of directors, in the exercise of its fiduciary duties to stockholders, to consider competing proposals;

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the negotiation and deliberation process conducted by the special committee that led to the approval of the merger agreement by the special committee and the board;

Mesirow's opinion as to the fairness of the merger;

the fact that under Delaware General Corporation Law, Home Products stockholders have the right to demand an appraisal of the fair value of their shares, which may be determined to be more or less than, or the same as, the per share merger consideration;

the fact that in addition to the approval of the holders of a majority of the outstanding shares of Home Products' common stock required by Delaware law, the merger agreement allows JRT to refuse to complete the merger unless the merger also receives unaffiliated stockholder approval, which is approval of the holders of a majority of outstanding shares of common stock that are present in person or represented by proxy at the special meeting and voting either FOR or AGAINST the merger agreement and the merger, excluding shares of Home Products' common stock held by members of the JRT Group; and

the overall procedural fairness of the process under which the merger agreement was negotiated and the procedural fairness of the transaction itself due to the special committee's exercise of exclusive and unlimited authority to, among other things, evaluate, negotiate and recommend the terms of the merger agreement and the extensive time and attention devoted to the transaction by the special committee throughout the negotiation process.

In reaching its beliefs as to fairness, the members of the JRT Group did not assign specific weight to particular factors, but rather considered all of the foregoing factors as a whole to support their respective beliefs that the merger is fair to the unaffiliated stockholders of Home Products. These beliefs, however, should not be construed as a recommendation to stockholders as to how they should vote on the merger. Moreover, the members of the JRT Group have not undertaken to make any specific determination to assign any particular weight to any single factor, but have conducted an overall analysis of the factors described above.

Purposes of the Merger

For us, the purpose of the merger is to allow our stockholders to realize their investment in Home Products in cash at a price that represents a premium of 20% over the closing market price of our common stock on the last trading day before announcement of the execution of the merger agreement was made. Based on the reasons set forth above under Special Factors Reasons for the Special Committee's Determination and Recommendation; Fairness of the Merger and Special Factors Reasons for the Board of Directors Determination and Recommendation; Fairness of the Merger, our board of directors believes that the merger is the best available opportunity to enhance and realize stockholder value.

The JRT Group is pursuing the merger to acquire the complete ownership of Home Products. The JRT Group believes that Home Products has positive business prospects, based upon its knowledge of Home Products' business. The JRT Group believes that Home Products will have greater operating flexibility to focus on its long-term value by emphasizing growth and operating cash flow without the constraint of the public market's emphasis on quarterly earnings and without the costs associated with being a public company. The transaction has been structured as a merger in order to preserve Home Products' identity, goodwill and existing contractual arrangements with third parties. The JRT Group chose to make the offer for Home Products stock now because (1) after an extended marketing process, Home Products was unable to attract an offer from an acquirer that the board of directors determined to be financially adequate, (2) Home Products has generated limited trading volume in its common stock and has not attracted any interest on the part of research analysts consequently precluding the stockholders of Home Products from achieving liquidity in their investment in Home Products, and (3) Home Products' stock price has declined to a level at which the JRT Group is willing to make an offer for Home Products stock at a price that is fair to the unaffiliated stockholders of Home Products.

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Effects of the Merger

Upon completion of the merger, Home Products will be a privately held company, wholly owned by the JRT Group. Our current stockholders, other than those who are part of the JRT Group, will cease to have an ownership interest in Home Products and will not benefit from any continuing operations or growth of Home Products or from any transactions in which Home Products may be involved in the future.

Upon closing of the merger, trading in our common stock on the NASDAQ SmallCap Market will cease, and there will no longer be a public market for our common stock. Price quotations for Home Products' common stock will no longer be available and the registration of our common stock under the Securities Exchange Act of 1934 will be terminated. Accordingly, Home Products will no longer be required to file periodic reports with the SEC.

Mr. Tennant's equity ownership in Home Products, as surviving corporation, involves risk resulting from the illiquid nature of his equity and the current financial condition of Home Products. Nonetheless, if Home Products is successful, the value of such an investment could be considerably greater than the consideration paid in the merger because of the benefit from increases in the future earnings, growth or value of Home Products, if any, that will accrue to Mr. Tennant.

The primary detriments of the merger to Mr. Tennant include the following:

The risk of the inability to increase the earnings, growth and value of Home Products following the merger will be borne by Mr. Tennant; and

Following the merger, there will be no trading market for Home Products' equity.

Acquiror's Plans

Following the merger, the JRT Group intends to continue to operate the business of Home Products. The JRT Group does not have any present plans or proposals that relate to or would result in an extraordinary transaction following completion of the merger involving Home Products' structure or business, such as a merger, reorganization, liquidation, relocation of any operations or sale or transfer of a material amount of assets. However, Home Products, as the surviving corporation, will continue to evaluate its business and operations after the merger and intends to develop new plans and proposals that it considers to be in its best interests.

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THE SPECIAL MEETING

Date, Time and Place of the Special Meeting

We are sending this proxy statement to you as part of the solicitation of proxies by the Home Products board of directors for use at the special meeting, and any adjournment or postponement of that special meeting, to be held at our corporate headquarters located at 4501 West 47th Street, Chicago, Illinois 60632, on _____, 2004, at 9:00 A.M., local time. We are first mailing this proxy statement to you on or about _____, 2004.

Purpose of the Special Meeting

At the special meeting, our stockholders will consider and vote upon a proposal to (1) approve and adopt the Agreement and Plan of Merger, dated as of June 2, 2004, among Home Products and JRT and (2) approve the merger of JRT with and into Home Products, with Home Products continuing as the surviving corporation. Our stockholders may also be asked to consider or transact such other business as may properly come before the special meeting or any adjournment or postponement of the meeting.

Recommendation of the Board of Directors and Special Committee

Our board of directors and a special committee of independent and disinterested directors have each determined that the merger is fair to, and in the best interests of, Home Products and its stockholders. Our board of directors and the special committee have each approved the merger agreement and the merger and recommend that the stockholders vote FOR approval and adoption of the merger agreement and approval of the merger.

Who Can Vote at the Special Meeting

Only holders of record of Home Products common stock at the close of business on the record date for the special meeting, _____, 2004, are entitled to notice of, and to vote at, the special meeting. At the close of business on the record date, there were _____ shares of Home Products common stock outstanding held by approximately _____ holders of record. Each holder of record of Home Products common stock on the record date will be entitled to one vote for each share held on all matters to be voted upon at the special meeting.

If your shares are held in street name in an account at a brokerage firm, bank or other nominee, you should provide your broker, bank or other nominee with instructions on how to vote your shares with respect to the merger proposal. If you do not do so, your broker, bank or other nominee will not be permitted to vote your shares, which will result in a broker non-vote for your shares. Broker non-votes are executed proxies returned by a broker, bank or other nominee holding shares in street name that indicate that the nominee has not received voting instructions from the beneficial owner of the shares and does not have discretionary authority to vote the shares.

Quorum; Required Votes

At the special meeting, the presence, in person or by proxy, of the holders of a majority of the shares of Home Products common stock outstanding as of the record date will constitute a quorum for purposes of conducting business. Abstentions and broker non-votes will be counted as shares present for purposes of determining whether a quorum exists.

Approval of the merger proposal requires both (1) company stockholder approval, which is the affirmative vote of a majority of the shares of Home Products common stock outstanding as of the record date, and (2) unaffiliated stockholder approval, which is the affirmative vote of a majority of the shares of Home Products common stock present or represented by proxy at the special meeting and voting either FOR or AGAINST the merger agreement and merger, excluding shares of Home Products common stock held by members of the JRT Group. For purposes of determining company stockholder approval, an abstention, the failure to submit a vote, or a broker non-vote will have the same effect as a vote AGAINST the approval of the merger agreement and merger. For purposes of determining unaffiliated stockholder approval, an abstention, the failure to vote or a broker non-vote will have the effect of neither a vote FOR nor AGAINST the merger agreement and the merger.

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Mr. Tennant, our chief executive officer, chairman of our board of directors and sole stockholder of JRT has entered into a voting agreement with us in which Mr. Tennant has agreed to vote the Home Products shares for which he has voting power in favor of the merger agreement and merger. The 467,628 outstanding shares held by Mr. Tennant represent in the aggregate approximately 5.9% of the shares of Home Products common stock outstanding and entitled to vote as of June 30, 2004. No other single stockholder of ours beneficially owns more than 17% of our outstanding common stock entitled to vote as of that date and, therefore, neither Mr. Tennant nor any single shareholder will be able to control the outcome of the vote.

Proxies; Revocability of Proxies

All shares of common stock represented by properly executed proxies received before or at the special meeting will, unless the proxies are properly revoked, be voted in accordance with the instructions indicated on those proxies. If no directions are given and the proxy is signed and returned, the proxy will be voted for the proposal to approve and adopt the merger agreement and to approve the merger. You may attend the special meeting and vote your shares in person. You also may choose to submit your proxies by any of the following methods:

Voting by Mail. If you choose to vote by mail, simply complete the enclosed proxy card, date and sign it, and return it in the postage-paid envelope provided. Your shares will be voted in accordance with the instructions in your proxy card. If you sign your proxy card and return it without marking any voting instructions, your shares will be voted for the approval and adoption of the merger agreement and approval of the merger.

Voting by Telephone. You can vote your shares by telephone by calling the toll-free telephone number provided on the proxy card. Telephone voting is available 24 hours a day, 7 days a week until 5:00 P.M. local time on _____, 2004, and the procedures are designed to authenticate votes cast by using a personal control number located on the proxy card. The procedures allow you to appoint a proxy to vote your shares and to confirm that your instructions have been properly recorded. If you vote by telephone, you should not return your proxy card.

Voting by Internet. You also may vote through the Internet by signing on to the web site identified on the proxy card and following the procedures described in the web site. Internet voting is available 24 hours a day, 7 days a week, until 5:00 P.M. local time on _____, 2004, and the procedures are designed to authenticate votes cast by using a personal control number located on the proxy card. The procedures allow you to appoint a proxy to vote your shares and to confirm that your instructions have been properly recorded. If you vote through the Internet, you should not return your proxy card.

We do not expect any matter to be brought before the special meeting other than the merger agreement and merger. If other matters are properly presented at the special meeting, the persons named in the proxy card will vote in their discretion with respect to those matters. However, if a proposal to adjourn or postpone the meeting is properly presented to permit the board of directors to further solicit proxies because there are not sufficient votes to approve the merger agreement and merger at the time of the special meeting, the persons named in the proxy card will not have discretion to vote shares voted against the merger agreement and merger in favor of adjournment or postponement to solicit additional proxies in favor of the merger agreement and merger.

If you receive more than one proxy card, it is because you hold your shares in different names. For example, you may hold some of your shares individually, some jointly with your spouse and some in trust for your children, in which case you should receive three separate proxy cards to vote. Please complete, date, sign and return all of the proxy cards.

As a Home Products stockholder of record giving a proxy, you have the power to revoke your proxy and change your vote by:

sending a written notice to our secretary prior to the special meeting, stating that you would like to revoke your proxy;

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either completing, dating, signing and mailing another proxy card and having it received by us prior to the special meeting or following the instructions given for changing your vote by telephone prior to the special meeting; or

attending the special meeting and voting in person.

Attendance at the special meeting will not, in and of itself, constitute revocation of a proxy; you must cast an actual vote. If your shares are held in the name of a bank, broker or other fiduciary and you have directed that person to vote your shares, you must instruct that person if you want to change your vote.

Proxy Solicitation

We will pay the cost of printing and mailing this proxy statement. We may supplement the initial solicitation of proxies by mail, telephone, fax or e-mail or by personal solicitation by directors, officers or other regular employees of Home Products. No additional compensation will be paid to directors, officers or other regular employees for these services. We will request brokers, banks and other nominees holding our common stock beneficially owned by others to send this proxy statement to, and obtain proxies from, the beneficial owners of the shares and will reimburse the holders for their reasonable expenses in doing so.

You should not send in any stock certificates with your proxy card. The paying agent, _____, will mail a transmittal letter to you containing instructions for the surrender of your stock certificates as soon as practicable after completion of the merger.

THE MERGER

General Description of the Merger

If the stockholders approve and adopt the merger agreement and approve the merger and all other conditions to the merger contained in the merger agreement are satisfied or waived, JRT will merge with and into Home Products. All outstanding shares of common stock, including shares held by members of the JRT Group, will be converted into the right to receive \$1.50 per share, and all outstanding shares of JRT will represent shares of Home Products as the surviving corporation. As a result, JRT will cease to exist and Home Products will continue as the surviving corporation. Home Products will be a privately held company whose sole stockholder will be Mr. Tennant.

Effective Time of the Merger

The merger will be effective upon the filing of a certificate of merger with the Secretary of State of the State of Delaware in accordance with Delaware corporate law (or at such later date or time as is specified in the certificate of merger). This time is referred to as the effective time. The merger agreement provides that the filing of the certificate of merger will be made as promptly as practicable after satisfaction or waiver of the conditions set forth in the merger agreement unless another time is agreed to by Home Products and JRT and specified in the certificate of merger. We are working to complete the merger as quickly as possible after the special meeting. We cannot, however, predict exactly when the effective time will be.

Certificate of Incorporation, Bylaws, Directors and Officers

As of the effective time:

JRT will file a restated certificate of incorporation with the Secretary of State of the State of Delaware, which will be the certificate of incorporation of Home Products as the surviving corporation;

JRT will amend and restate the by-laws of Home Products, which will be the by-laws of Home Products as the surviving corporation;

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When the merger is completed:

the directors of JRT immediately prior to the effective time will become the initial directors of Home Products as the surviving corporation; and

the officers of JRT immediately prior to the effective time will be the initial officers of Home Products as the surviving corporation.

Payment of Per Share Merger Consideration

[] has been designated to act as the paying agent for the merger. At the effective time of the merger, JRT will deposit with the paying agent sufficient funds to pay the aggregate merger consideration. The paying agent will use the funds deposited by JRT solely to pay the merger consideration to those Home Products stockholders entitled to receive payment. After the effective date of the merger, JRT will direct the paying agent to mail to all Home Products stockholders a letter of transmittal and instructions advising Home Products stockholders how to surrender their stock certificates in exchange for the per share merger consideration. Upon surrender of your stock certificates, together with a properly completed letter of transmittal and any other items specified by the letter of transmittal, you will be entitled to receive from the paying agent, who will deliver the per share merger consideration as promptly as practicable after the receipt of your certificate and completed letter of transmittal, the \$1.50 per share merger consideration and your stock certificates will be canceled. After the effective time of the merger, Home Products will deliver to the paying agent an electronic list of holders of unexercised Home Products stock options who have executed and delivered to Home Products option cancellation agreements. At the effective time, JRT will instruct the paying agent to deliver to each listed optionholder a cash payment equal to the product of the number of shares of Home Products common stock issuable upon the exercise of the optionholder's stock options, multiplied by the excess of \$1.50 over the per share exercise price of the options. After the effective date, Home Products, as surviving corporation, will provide updated lists of holders of Home Products options who have executed option cancellation agreements and will instruct the paying agent to deliver to them the cash payment described above.

No interest will accrue or be paid on the merger consideration, regardless of any delay in payment. In addition, all cash payments made in connection with the merger will be reduced by any applicable withholding taxes. If your stock certificates have been lost, mutilated or destroyed, you may deliver to the paying agent an affidavit and indemnity instead of your stock certificates. If you want any part of the merger consideration to be paid to someone else, your stock certificates must be properly endorsed, or otherwise in proper form for transfer, and you must pay to the paying agent any transfer or other taxes relating to the transfer, or establish to the satisfaction of the paying agent that the taxes have been paid or are not required to be paid.

Please do not forward your stock certificates to the paying agent without a letter of transmittal, and do not return your stock certificates with the enclosed proxy.

At and after the effective time, you will cease to have any rights as a Home Products stockholder other than the right to receive the per share merger consideration. At the effective time of the merger, Home Products stock ledger with respect to shares of Home Products common stock that were outstanding prior to the merger will be closed and no further registration of transfers of these shares will be made.

The paying agent will return to Home Products all cash that has not yet been distributed in payment of the merger consideration as of nine months following the effective time, plus any accrued interest, and the paying agent's duties will terminate. Thereafter, current Home Products stockholders may surrender stock certificates directly to Home Products and receive the \$1.50 per share merger consideration, without interest, less any applicable withholding taxes. However, Home Products stockholders will in no event have any greater rights against the surviving

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corporation than those of general creditors of Home Products under applicable law, and none of the surviving corporation, JRT, or paying agent will be liable to you for any per share merger consideration delivered to a public official under any applicable abandoned property, escheat or similar law.

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Treatment of Outstanding Stock Options

As of June 30, 2004, there were options outstanding for an aggregate of 864,216 shares of our common stock pursuant to our 1987 Stock Option Plan, our 1991 Stock Option Plan, our 1994 Stock Option Plan and our 1999 Performance Incentive Plan. Of these stock options, options for an aggregate of 460,016 shares of our common stock were outstanding pursuant to the 1999 Performance Incentive Plan. Under the provisions of this plan, at the effective time of the merger, Home Products stock options outstanding pursuant to the 1999 Performance Incentive Plan will become fully exercisable. As a result, upon consummation of the merger, all of our outstanding options will be fully exercisable at a weighted average exercise price of \$2.95 (without giving effect to any option terminations prior to the effective time).

The merger agreement provides that, at the effective time of the merger, each holder of stock options with an exercise price of less than \$1.50 who has executed and delivered to us an option cancellation agreement will be entitled to receive, and Home Products, as the surviving corporation, will be obligated to pay, an amount in cash (subject to any applicable withholding of taxes) equal to the product of: (1) the number of shares of Home Products common stock that otherwise would have been issuable upon the exercise of the stock option, multiplied by (2) the excess of \$1.50 over the exercise price per share of the stock option. Options issued under this plan with an exercise price equal to or greater than \$1.50 per share for which option cancellation agreements are executed will be cancelled without any consideration being paid to their holders. Options issued under this plan for which no option cancellation agreements are executed will remain outstanding until an option cancellation agreement is executed, or they terminate or expire in accordance with their terms.

Treatment of Our Outstanding Warrants

On June 17, 1997, we issued warrants to purchase shares of our common stock to Hare & Co. and General Electric Capital Corporation. Under the terms of the warrants, Hare & Co. is entitled to purchase 45,259.4286 shares of our common stock and General Electric is entitled to purchase 33,944.5714 shares of our common stock, both with a current warrant price per share of \$5.80. Among other provisions, the warrants provide that in the event of a merger whereby cash is distributed to our stockholders in exchange for their shares, the warrants will immediately convert into the right to receive, upon exercise of the warrants, an amount equal to the per share merger consideration times the number of shares of our common stock for which the warrant was exercisable immediately prior to the merger. Because the per share price of these warrants is in excess of the \$1.50 per share merger consideration, we expect that the warrants will have no value upon completion of the merger.

Merger Financing

JRT has represented and warranted in the merger agreement that it will have sufficient funds available to it at closing of the merger to pay the merger consideration. Home Products and the JRT Group estimate that the total amount of funds required to complete the merger and the related transactions, including the payment of the aggregate merger consideration and all related fees and expenses, will be approximately \$15 million. JRT expects this amount to be provided through the proceeds of a Bank of America Business Capital (f/k/a Fleet Capital Corporation) revolver. Our current lender, Bank of America Business Capital (f/k/a Fleet Capital Corporation), which we refer to as the lender, provided a commitment letter for the revolver to JRT on March 15, 2004. We have been informed by JRT that it has not sought to arrange for alternative financing in the event for any reason the revolver described below is not available to JRT. If for any reason the revolver described below is not available to JRT and alternative financing is unavailable, JRT will be unable to close the merger.

Under the commitment letter, the lender has committed to restructure Home Products' existing senior credit facility with the lender and to provide funds sufficient to complete the merger and to pay all related fees and expenses. This commitment is subject to various conditions, including the conditions set forth below. Upon completion of the merger, all of JRT's obligations under the revolver will be assumed by Home

Products, as the surviving corporation, by operation of law.

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Terms of the Revolver

Pursuant to the commitment letter, the lender has committed to provide a senior secured revolving credit facility in an aggregate amount of up to \$50 million. The summary set forth in this section is qualified in its entirety by the actual terms of the commitment letter, which is attached as Appendix C to this proxy statement, and you are encouraged to read the commitment letter for a complete description of the lender's commitment to provide financing. The commitment letter contains the following material terms regarding the revolver:

the revolver will have a maturity date of March 31, 2008;

the revolver will be secured by a pledge of all of Mr. Tennant's equity interests in JRT (and, after the merger, Home Products and its subsidiaries), and security interests in and mortgages on substantially all material tangible and intangible assets of JRT (and, after the merger, Home Products and its subsidiaries);

until the first adjustment date referred to below, borrowings under the revolver will bear interest equal to, at Home Products' option (a) the lender's prime rate plus 0.50% or (b) LIBOR (London Interbank Offer Rate) plus 2.5% plus, in either case, a commitment fee of 0.50%;

effective the first day of the first fiscal quarter immediately following the fiscal quarter in which the annual audited financial statements for the fiscal year ended on or about January 1, 2005 are delivered to lender, the interest rate will be set on each quarter based on the amount of Minimum Excess Availability (as defined in the commitment letter) as follows:

with \$30 million or more of Minimum Excess Availability, an interest rate equal to, at Home Products' option (a) the lender's prime rate plus .25% or (b) LIBOR plus 2.25% plus, in either case, a commitment fee of .375%;

with more than \$20 million but less than \$30 million of Minimum Excess Availability, an interest rate equal to, at Home Products' option (a) the lender's prime rate plus .50% or (b) LIBOR plus 2.50% plus, in either case, a commitment fee of 0.50%;
or

with less than \$20 million of Minimum Excess Availability, an interest rate equal to, at the borrower's option (a) the lender's prime rate plus .75% or (b) LIBOR plus 2.75% plus, in either case, a commitment fee of 0.50%.

upon an event of default under the revolver, the interest rate will increase by an additional 2.0% per annum; and

the revolver will also contain covenants typical for facilities of its type, including financial covenants.

Conditions to the Revolver

The commitment of the lender to provide the revolver described above is subject to conditions precedent customarily found in credit agreements for similar secured financings, including the following material conditions precedent:

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the final terms and conditions of the merger will be satisfactory to the lender;

documentation relating to the revolver will be in form and substance satisfactory to the lender;

no event of default under the existing senior credit facility of Home Products will exist as of the closing of the revolver;

lender will be satisfied with the corporate and legal structure and capitalization of JRT, Home Products and their respective subsidiaries;

there will have occurred no material adverse change in the business, condition (financial or otherwise), operations, performance, properties or prospects of Home Products and its subsidiaries, taken as a whole, since December 27, 2003;

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no action, proceeding, investigation, regulation or legislation will have been instituted, threatened or proposed before any court, governmental agency or legislative body to enjoin, restrain or prohibit, or to obtain damages in respect of, or which is related to or arises out of the revolver;

lender will be satisfied as to the existing and potential liability of Home Products and its subsidiaries with respect to any environmental matters;

lender will be satisfied with the insurance maintained by Home Products, and the lender will have received endorsements naming the lender as an additional insured under all insurance policies to be maintained with respect to the properties of Home Products and its subsidiaries;

lender will have received satisfactory written opinions of counsel for JRT;

Home Products will have, as of the funding date, excess available credit under the revolver of not less than \$15 million;

Fleet National Bank, now Bank of America, will remain the primary depository and disbursement bank of Home Products;

lender will have completed a collateral audit of Home Products' accounts and inventory, and the results of such audit will be acceptable to lender;

lender will have received an appraisal of Home Products' real property, equipment and other fixed assets, and the results of such appraisal will be acceptable to lender;

the holders of the requisite amount of Home Products' notes shall have consented to the merger and the amendments to the underlying documents of those notes;

the merger of JRT into Home Products will be consummated and all conditions precedent to the consummation of the merger (other than the payment of the merger consideration) will have been satisfied; and

the merger consideration and all transaction fees incurred with the consummation thereof will not exceed \$15 million.

JRT does not currently have any plans or arrangements to refinance or repay the revolver prior to its maturity date.

Conduct of the Business if the Merger is Not Completed

If the merger is not completed, our board of directors expects that Home Products will continue to operate in substantially the same manner as currently operated. No other alternative methods of operation are currently being considered. Nevertheless, our board of directors would reassess strategic alternatives potentially available to us to enhance stockholder value.

Indenture

On May 14, 1998, Home Products issued \$125 million in aggregate principal amount of the notes. During the third and fourth quarters of 2003, Home Products purchased in the open market notes with an aggregate principal amount of approximately \$8.95 million, with the result that, as of June 30, 2004, Home Products had notes outstanding in aggregate principal amount of approximately \$116.05 million.

Under the terms of the indenture, Home Products has the right to redeem the notes for certain amounts. After May 15, 2004, Home Products had the right to redeem all or part of the notes at 103.208%. To complete such a redemption, Home Products would be required to deposit the amount required to redeem the notes with the trustee or a paying agent, as well as to provide notice to the trustee, including information as to the date of redemption, the redemption price and the number of notes to be redeemed.

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Home Products, the trustee, and the holders of at least a majority of the principal amount under the indenture may generally amend the indenture without notice or consent to the other noteholders. However, the amendment of certain provisions requires the consent of all of the noteholders. These include, among others, amendments that: reduce the amount of notes whose holders must consent to an amendment, reduce the rate or extend the term for payment of interest, reduce the principal or extend the maturity of the notes, reduce the premium payable upon redemption or repurchase of the notes, change the times at which notes may be redeemed or repurchased by Home Products, or change the type of consideration to be paid for the notes.

The terms of the indenture provide for certain restrictions and limitations on the ability of Home Products to take certain actions, including incurring indebtedness, the layering of indebtedness, the making of restricted payments such as dividends or distributions with respect to Home Products common stock, the purchase or redemption of Home Products common stock, and the sale of assets or subsidiary stock.

Upon the effectiveness and as a result of the merger, Home Products, as the surviving corporation, would be in violation of various covenants under the indenture, as currently in effect, including those limiting our ability to incur additional indebtedness, repurchase shares of our common stock and undertake certain transactions with our affiliates. Home Products and the JRT have therefore negotiated with the trustee under the indenture an amended and restated indenture, and have obtained requisite approval for the amended and restated indenture from a single investor beneficially owning a majority in aggregate principal amount of the notes, whom we refer to as, the majority note investor.

The amended and restated indenture relating to the notes will adjust certain economic terms for the holders of the notes and will further limit the operating flexibility of Home Products, as the surviving corporation. These adjustments and restrictions will include, the following material terms:

the interest rate under the notes will increase from 9⁵/₈% to 9⁷/₈%;

Home Products, as surviving corporation, will not be permitted to incur additional senior debt (other than the amounts under the revolver); and

the salaries and bonuses of the officers of Home Products will be limited.

As an inducement to obtain the requisite consent under the indenture, the following was further agreed to:

the holders of the notes will receive a warrant to purchase, in the aggregate, up to 25% of the outstanding common stock of the surviving corporation (at the time of exercise) at an exercise price of \$0.01 per share;

the shares of the surviving corporation under the 25% warrant will be entitled to limited registration rights; and

Mr. Tennant will amend his existing employment agreement to reflect various amendments requested by the majority note investor, including waiving the payment required under the change of control provisions.

Under the indenture as currently in effect, each noteholder has the right to require Home Products to repurchase its notes at a purchase price equal to 101% of the principal amount of the note, plus any accrued and unpaid interest upon a change of control. The repurchase rights will not

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be triggered, however, by an acquisition of a majority of our outstanding voting stock by a permitted holder, defined in the indenture as (i) directors and officers of [Home Products] on the Issue Date [of the notes] and (ii) Chase Venture Capital Associates, L.P. and any Affiliates thereof. Because Mr. Tennant will beneficially own a majority of the outstanding voting stock of Home Products, as the surviving corporation, following the consummation of the merger, and because Mr. Tennant is a permitted holder, consummation of the merger is not expected to trigger the repurchase rights of the noteholders.

The majority note investor may decline to provide its consent to the transaction in its sole discretion. If the indenture is not amended in the manner contemplated by the amended and restated indenture, the merger will not occur.

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Interests of Certain Persons in the Merger; Potential Conflicts of Interest

In considering the recommendation of the board of directors, you should be aware that certain of Home Products' executive officers and directors have interests in the transaction that are different from, or are in addition to, the interests of Home Products stockholders generally. The special committee was aware of these differing interests and considered them, among other factors, in evaluating, negotiating, and approving the merger agreement and the merger and in recommending to the board of directors that the merger agreement be adopted and approved and the merger be approved.

Mr. Tennant as a member of JRT Group. Mr. Tennant joined Home Products as chairman of the board and chief executive officer in April 1994. He was elected a director of Home Products in December 1992 and was a member of our board's compensation committee until April 1994. As of June 30, 2004, Mr. Tennant held 467,628 shares, or approximately 5.9%, of Home Products' common stock outstanding and entitled to vote. Mr. Tennant does not hold any options with an exercise price of less than \$1.50 per share and intends to execute option cancellation agreements for all of his outstanding 300,100 options. Upon completion of the merger, Mr. Tennant will receive approximately \$700,000 in merger consideration for his shares of common stock and no consideration for the cancellation of his stock options. Mr. Tennant will also be entitled to receive approximately \$91,821 in cash under our Executive Incentive Plan as well as additional cash amounts under our Management Incentive Plan. See "The Merger Employment and Other Agreements" beginning at page 43.

Mr. Tennant as the sole stockholder of Home Products as surviving corporation. Mr. Tennant will continue to have an equity interest in Home Products after the merger, will participate in any future earnings, growth or losses of Home Products and will remain chief executive officer and a director of Home Products, as surviving corporation.

Mr. Tennant's employment agreement. Mr. Tennant's employment agreement entitles him, in the event his employment is terminated either voluntarily or involuntarily within 180 days after a change in control of Home Products, to receive:

payment on the date of termination of an amount equal to the difference between (1) \$5 million and (2) the per share value of our common stock at the closing of the change of control transaction minus the per share exercise price of each stock option granted to Mr. Tennant as of the date of the employment agreement multiplied by the number of shares underlying those stock options;

payment within five days of the date of termination of an amount equal to the product of (1) three, multiplied by (2) the sum of salary and bonus earned by Mr. Tennant during each of the preceding two years divided by two; and

payment for any excise tax that may be due under section 4999 of the Internal Revenue Code (plus interest or penalties imposed with respect thereto) such that after payment by Mr. Tennant of all taxes, interest and penalties imposed upon him due to the additional payment, he will retain from the additional payments an amount sufficient to pay the excise tax (plus interest or penalties imposed with respect thereto).

Based on the terms of the merger, these amounts are estimated to be approximately \$8 million plus amounts for the reimbursement of any excise, income or other taxes as described above. In addition, Mr. Tennant is entitled to receive continuing medical and other insurance benefits for the two year period immediately following his termination. Mr. Tennant has informed us that in connection with the amendment to the indenture for the notes, and solely for purposes of the merger, he has agreed to waive his right to receive these change of control benefits.

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Consideration received by executive officers and directors. Our executive officers and directors, other than Mr. Tennant, collectively own 142,717 shares of our common stock. None of our executive officers or directors hold options with an exercise price of less than \$1.50 per share and we expect all of the executive officers and directors to execute option cancellation agreements for their respective outstanding stock options. If the merger is

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consummated, our directors and executive officers, other than Mr. Tennant, will therefore receive, in the aggregate, a total of approximately \$215,000 in merger consideration. The merger consideration to be received by each of our executive officers and directors is as follows:

<u>Name</u>	<u>Position</u>	<u>Number of Shares of Common Stock Beneficially Owned</u>	<u>Aggregate Merger Consideration</u>
James R. Tennant	Chairman of the Board of Directors and Chief Executive Officer	467,628	\$ 701,442.00
Charles R. Campbell	Director	24,739	37,108.50
Daniel B. Shure	Director	13,301	19,951.50
Joel D. Spungin	Director	5,040	7,560.00
James E. Winslow	Executive Vice President, Chief Financial Officer and Secretary	79,861	119,791.50
Peter Graves	Senior Vice President, Sales	9,796	14,694.00
Joseph Lacambra	Senior Vice President, Operations	0	0.00
Charles F. Avery, Jr.	Senior Vice President, Finance	9,980	14,970.00
		<u>610,345</u>	<u>\$ 915,517.50</u>

Our executive officers and directors other than Mr. Tennant will receive no consideration for the cancellation of their stock options. Our executive officers, other than Mr. Tennant will receive an additional cash amount totaling approximately \$82,409 under our Executive Incentive Plan as well as additional cash amounts under our Management Incentive Plan. See *The Merger Employment and Other Agreements* described below.

Other executive officers employment agreements. Each of our executive officers and directors, in addition to Mr. Tennant, has executed employment agreements that entitle them to various payments in the event of a change of control. See *The Merger Employment and Other Agreements* described below.

Continued employment of executive officers. If the merger is completed, it is expected that our executive officers will continue as executive officers of Home Products, as the surviving corporation.

Voting Agreement

In connection with the execution of the merger agreement, Mr. Tennant entered into a voting agreement with Home Products, which is attached to this proxy statement as Appendix E. The 467,628 outstanding shares owned by Mr. Tennant represent in the aggregate approximately 5.9% of the shares of Home Products common stock outstanding and entitled to vote as of June 30, 2004. Pursuant to, and subject to the terms of, the voting agreement, Mr. Tennant agreed to vote his shares of Home Products common stock for which he has voting power as of the date of any stockholder action regarding the merger, in favor of the approval of the merger agreement and merger and all related transaction documents.

In connection with the voting agreement, Mr. Tennant has granted to Home Products, an irrevocable proxy for the above action. Mr. Tennant further agreed not to (1) grant any proxies or enter into any voting trust or other agreement with respect to the voting of his shares, or (2) acquire, sell, assign, transfer, encumber or otherwise dispose of his shares, or discuss, negotiate, or make any offer or agreement relating thereto, for the term of the voting agreement.

Employment and Other Agreements

Employment Agreements

James R. Tennant. Mr. Tennant is employed as our chairman of the board and chief executive officer pursuant to an employment agreement dated as of May 19, 1999. On December 31, 2003, Mr. Tennant s

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employment agreement was renewed for a period of one year based on the automatic extension clause in his employment agreement. The employment agreement will continue to be extended for one-year periods unless canceled by either party in accordance with its terms. The employment agreement provides for a minimum annual base salary of \$400,000. Mr. Tennant is also entitled to receive a discretionary bonus based on Home Products' financial performance (in the form of cash and/or stock options at the discretion of the board of directors), as well as to receive incentive bonuses subject to the terms of our management incentive plans. Mr. Tennant's employment agreement also provides for the granting of certain options to purchase common stock. If we terminate Mr. Tennant's employment without cause (as defined in the employment agreement) or do not renew Mr. Tennant's employment agreement for any renewal year beginning after December 31, 2004, or if Mr. Tennant terminates his employment due to our material breach (as defined in the employment agreement) Mr. Tennant will be entitled to receive a severance payment payable in 15 monthly installments, in an amount equal to three times the average salary and bonus earned during the two years immediately prior to the termination of his employment. Home Products would also be obligated to provide Mr. Tennant with medical and other insurance benefits for two years following the date of termination.

If Mr. Tennant's employment is terminated either voluntarily or involuntarily within 180 days after a change in control (as defined in the employment agreement) of Home Products, by either Mr. Tennant or Home Products, Mr. Tennant is entitled to receive, instead of the severance payment described above, (1) a payment on the date of such termination in consideration for consulting services for the following twenty-four months, in an amount equal to the difference between (A) \$5 million and (B) the per share value of Home Products' common stock at the closing of the event that is the culmination of the transaction(s) resulting in the change of control minus the exercise price per share of each stock option granted to Mr. Tennant as of the date of the employment agreement multiplied by the number of shares of common stock underlying each option granted and (2) a one-time payment payable in a lump sum within five business days of the date of termination, equal to the product of (A) three times (B) the sum of the amount of salary and bonus earned during each of the two years immediately prior to the change of control divided by two. In addition, Home Products would provide medical and other insurance benefits for the two year period immediately following the date of termination of employment.

Mr. Tennant's employment agreement also contains a provision requiring us to pay him an additional payment for any excise tax that may be due under section 4999 of the Internal Revenue Code (plus interest or penalties imposed with respect thereto) such that after payment by Mr. Tennant of all taxes, interest and penalties imposed upon him due to the additional payment, he will retain from the additional payment an amount sufficient to pay the excise tax (plus interest or penalties imposed with respect thereto). He also agreed, for a period of three years after his employment is terminated either voluntarily or involuntarily by either Mr. Tennant or Home Products (A) not to compete against us, and (B) unless the termination follows a change of control and is by us and without cause or by Mr. Tennant and not voluntarily, not to solicit our customers or employees.

Mr. Tennant has informed us that in connection with the amendment to the indenture for the notes, and solely for purposes of the merger, he has agreed to waive his right to receive these change of control benefits.

James E. Winslow. In October 1994, Home Products entered into an agreement with Mr. Winslow, Home Products' executive vice president, chief financial officer and secretary. This agreement, as amended in May 2000, provides that if Mr. Winslow's employment is terminated by Home Products for any reason (other than for cause, death or disability or in connection with a change in control, in which event the terms of the Retention and Non-Competition Agreement described below will govern), he is entitled to a severance payment equal to twice his average yearly salary and bonus compensation paid to him over the preceding two fiscal years.

On January 28, 2000, Home Products entered into a Retention and Non-Competition Agreement with Mr. Winslow. The agreement provides that if Mr. Winslow remains with Home Products for 180 days following a change in control of Home Products, such as the merger, or is terminated without cause, dies or is reassigned to an area outside the metropolitan area where he is currently employed before the end of such period, Mr. Winslow

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will receive a payment equal to twice his average yearly salary and bonus compensation paid to him over the preceding two fiscal years. Additionally, Mr. Winslow agreed that he will not compete against Home Products or solicit its customers or employees for a period of one year after the termination of his employment with Home Products, and Home Products agreed to pay Mr. Winslow an additional \$100,000 in 12 monthly installments upon a change in control in consideration for this agreement.

Joseph Lacambra. On August 23, 2001, Home Products entered into an employment arrangement with Mr. Lacambra, Home Products Senior Vice President, Operations. This employment arrangement includes a severance agreement providing that if Mr. Lacambra is terminated without cause by Home Products, Mr. Lacambra will be entitled to six months of his annual base salary paid out over a six month period.

In addition, on January 28, 2000, Home Products entered into a Retention Agreement with Mr. Lacambra. The agreement, as amended on January 17, 2002, provides that if Mr. Lacambra remains with Home Products for 180 days following a change in control, such as the merger, or is terminated without cause, dies or is reassigned to an area outside the metropolitan area where he is currently employed before the end of such period, he will receive a payment of \$96,732.50. Additionally, Mr. Lacambra agreed that he will not compete against Home Products or solicit its customers or employees for a period of six months after the retention period.

Peter Graves. On January 28, 2000, Home Products entered into a Retention Agreement with Mr. Graves, our senior vice president, sales. The agreement, as amended on January 17, 2002, provides that if Mr. Graves remains with Home Products for 180 days following a change in control, such as the merger, or is terminated without cause, dies or is reassigned to an area outside the metropolitan area where he is currently employed before the end of such period, he will receive a payment of \$155,000. Additionally, Mr. Graves agreed that he will not compete against Home Products or solicit its customers or employees for a period of six months after the retention period.

Charles F. Avery, Jr. In August 1998, Home Products entered into an employment offer with Mr. Avery, our senior vice president, finance. This employment offer included a severance agreement providing that if Mr. Avery is terminated without cause by Home Products, he will be entitled to a minimum of six months of his annual base salary.

In addition, on January 28, 2000, Home Products entered into a Retention Agreement with Mr. Avery. The agreement, as amended on January 17, 2002, provides that if Mr. Avery remains with Home Products for 180 days following a change in control, such as the merger, or is terminated without cause, dies or is reassigned to an area outside the metropolitan area where he is currently employed before the end of such period, Mr. Avery will receive a payment of \$71,500. Additionally, Mr. Avery agreed that he will not compete against Home Products or solicit its customers or employees for a period of six months after the retention period.

Other Agreements

Executive Incentive Plan. Our executive officers participate in our Executive Incentive Plan. The purpose of this plan is to make available to the participants a portion of their total compensation in the form of an incentive opportunity for attaining a return on capital employed goal determined by the compensation committee of the board of directors at the beginning of the plan year.

While the plan provides annual incentive opportunity, it also provides longer-term incentives to enhance stockholder value. One-half of the total award is paid to participants in cash following the end of the plan year, while the remainder is deferred as phantom stock units whose value is tied to the performance of our common stock. The value of deferred phantom stock units is generally paid out over three years, subject to a

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vesting schedule and only in the event that the recipient remains an employee on each vesting date, in the form of cash or cash and common stock.

After year s end, the compensation committee reviews our performance prior to determining the final incentive awards. There were no 2003 incentive awards paid to any executive officer under the plan.

In the event of a change of control transaction, such as the merger, each participant in the plan is entitled to receive, if the targeted return is met, a prorated cash payment for the year in which the change of control takes

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place and all unvested phantom stock units immediately vest and, together with accumulated vested but unpaid phantom stock units, are payable in cash within 10 days of the closing of the change of control transaction. If the merger is consummated, we will be obligated to pay approximately \$174,230 to our executive officers under the change of control provisions of this plan.

Management Incentive Plan. Our executive officers also participate in our Management Incentive Plan along with certain key employees. Under this plan, participants are eligible to earn an annual incentive award based on the attainment of pre-approved goals. Participants are assigned a target incentive award stated as a percentage of their salary, based on attainment of predetermined financial and economic goals. The goals consist of (1) earnings performance goals expressed as EBITDA, and (2) for key employees, a discretionary performance goal with respect to specific performance objectives established at the beginning of the year. For achievement above or below the performance goals, the amount of the total award increases or decreases above or below the target incentive award.

The 2003 performance goal set by the compensation committee for executive officers was the attainment of a minimum level of EBITDA. After the year end, the committee reviewed our performance and each of the participating executives prior to payment of the incentive awards. No 2003 incentive awards were paid to our executive officers under this plan.

In the event of a change of control transaction, such as the merger, a prorated incentive award for the year in which the change of control takes place will be paid to the participants based on our performance as of the date of the change of control transaction as compared to the performance goals.

Estimated Fees and Expenses of the Merger

Generally, except as described below, upon the termination of the merger agreement, each party will be responsible for its own expenses, whether or not the merger is consummated. Home Products has agreed to pay all out-of-pocket fees, costs and expenses incurred in connection with the amendment of the indenture for our notes, including the reasonable fees and expenses of JRT’s counsel, the fees and expenses of the noteholders and their counsel, and the fees and expenses of our counsel with respect to the amendment, subject to a dollar limitation of \$550,000.

Home Products has also agreed to reimburse JRT for its out-of-pocket expenses incurred in connection with the proposed merger, up to a maximum of \$550,000 less any amounts already paid or reimbursed to cover expenses of the amendment to the indenture described above, if we terminate the merger agreement because our board of directors has received a company takeover proposal that the special committee determines is a superior company proposal. See *The Merger Agreement Acquisition Proposals* and *The Merger Agreement Termination of the Merger Agreement* beginning at pages 57 and 58, respectively.

The estimated total fees and expenses to be incurred by Home Products and by JRT in connection with the merger are as follows:

<u>Description</u>	<u>Amount</u>
Fees and Expenses of Home Products:	
Financial advisory fees and expenses*	\$

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Legal fees and expenses (transactional)	\$
Accounting fees and expenses	\$
SEC filing fee	\$ 1,510
Printing and mailing costs	\$
Fees and Expenses of JRT:	
Legal fees and expenses	\$
Paying agent fees and expenses	\$
	<hr/>
TOTAL	\$
	<hr/>

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* Does not include the amount payable to Sawaya Segalas & Co., LLC, as set forth below.

Upon Mesirow's delivery of its fairness opinion to the special committee, Home Products was obligated to pay, and did pay, Mesirow a fee of \$300,000.

JRT has retained _____ to act as the paying agent in connection with the merger. The paying agent will receive reasonable and customary compensation for its services in connection with the merger, plus reimbursement for out-of-pocket expenses, and as the surviving corporation, Home Products will indemnify the paying agent against certain liabilities and expenses in connection therewith, including liabilities under the federal securities laws.

If the merger is completed, Home Products will be obligated to pay a fee to Sawaya Segalas & Co., LLC, a New York investment bank, in connection with services rendered pursuant to an engagement letter dated April 23, 2002 between us and Sawaya Segalas. Sawaya Segalas was engaged to identify potential buyers of our business. Although the engagement was terminated in September 2003, the engagement letter provides that if, within 18 months after the engagement is terminated, we enter into a sale, merger, consolidation or other business combination transaction, Sawaya Segalas is entitled to receive a fee equal to what it would have received if the engagement letter had not been terminated. The engagement letter provides that this fee will be in an amount equal to 0.85% of (1) the total amount to be paid in merger consideration, (2) any make-whole amount paid to the noteholders with respect to the notes, (3) any make-whole amount paid to Mr. Tennant in connection with his employment agreement and (4) the amount of any debt or equity securities redeemed or remaining outstanding in connection with the transaction.

The expense of soliciting proxies from Home Products' stockholders, as well as preparing and mailing the notice of special meeting, the proxy statement and the proxy cards, will be paid by Home Products.

Material United States Federal Income Tax Consequences

Consequences for our stockholders

The following is a summary of United States federal income tax consequences of the merger relevant to beneficial holders of Home Products common stock. The discussion is for general information only and does not purport to consider all aspects of federal income taxation that might be relevant to beneficial holders of Home Products common stock. The discussion is based on current provisions of the Internal Revenue Code, existing, proposed and temporary regulations promulgated thereunder, rulings, administrative pronouncements and judicial decisions, changes to which could materially affect the tax consequences described in this proxy statement and could be made on a retroactive basis. The discussion applies only to beneficial holders of our common stock in whose hands shares are capital assets and may not apply to beneficial holders who acquired their shares pursuant to the exercise of employee stock options or other compensation arrangements with us or hold their shares as part of a hedge, straddle or conversion transaction or who are subject to special tax treatment under the Internal Revenue Code (such as dealers in securities, insurance companies, other financial institutions, regulated investment companies, tax-exempt entities, S corporations and taxpayers subject to the alternative minimum tax). In addition, this discussion does not discuss the federal income tax consequences to a beneficial holder of our common stock who, for United States federal income tax purposes, is a non-resident alien individual, a foreign corporation, a foreign partnership or a foreign estate or trust, nor does it consider the effect of any state, local or foreign tax laws.

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The receipt of cash for our common stock in the merger will be a taxable transaction for United States federal income tax purposes. In general, a beneficial holder who receives cash in exchange for shares pursuant to the merger will recognize gain or loss for federal income tax purposes equal to the difference, if any, between the amount of cash received and the beneficial holder's adjusted tax basis in the shares surrendered for cash pursuant to the merger. Gain or loss will be determined separately for each block of shares (i.e., shares acquired at the same cost in a single transaction) surrendered for cash pursuant to the merger. The gain or loss will be capital gain or loss, and will be long-term capital gain or loss if the beneficial holder's holding period for such shares is more than one year at the time of consummation of the merger.

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Backup withholding at a 28% rate may apply to cash payments a beneficial holder of shares receives pursuant to the merger. Backup withholding generally will apply only if the beneficial holder fails to furnish a correct taxpayer identification number, or otherwise fails to comply with applicable backup withholding rules and certification requirements. Each beneficial holder should complete and sign the substitute Form W-9 that will be part of the letter of transmittal to be returned to the paying agent in order to provide the information and certification necessary to avoid backup withholding, unless an applicable exemption exists and is otherwise proved in a manner acceptable to the paying agent. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowable as a refund or credit against a beneficial holder's United States federal income tax liability, provided the required information is furnished to the Internal Revenue Service.

Because individual circumstances may differ, each beneficial holder of shares is urged to consult such beneficial holder's own tax advisor as to the particular tax consequences to such beneficial holder of the merger, including the application and effect of state, local, foreign and other tax laws.

Consequences for the JRT Group and Home Products, as the surviving corporation

The merger of JRT with and into Home Products will be treated for federal income tax purposes as either a purchase by JRT's stockholder of the common stock of Home Products or a redemption by Home Products of its common stock. JRT, being a transitory entity formed for the purpose of effecting the transaction, will be disregarded and will not have any federal income tax consequences as a result of the merger. The purchase of the common stock of Home Products by JRT, as effected through the merger, will not result in the recognition of any taxable gain or loss by JRT. To the extent the merger is treated as a purchase by the JRT stockholder, such stockholder will have a basis in the shares of common stock of Home Products purchased in the transaction equal to the amount paid for those shares. The holding period for those shares of common stock will commence on the date of the purchase of the shares of common stock pursuant to the merger. To the extent the merger is treated as a redemption, JRT stockholder's basis in the shares of the surviving entity will be equal to the basis in JRT immediately prior to the merger.

The federal income tax attributes of Home Products will carry over to the surviving entity in the merger, except that the right of Home Products, as the surviving entity, to use net operating losses and certain other tax deductions or credits following the transaction will be subject to limitation in the manner set forth in Section 382 of the Internal Revenue Code as a result of the change in ownership. This limitation is expected to severely limit Home Products ability to utilize the tax attributes.

Accounting Treatment

For accounting and financial reporting purposes, the merger will be accounted for as a purchase.

Regulatory Filings and Approvals

Home Products and JRT do not believe that any governmental filings are required with respect to the merger other than (i) the filing of the certificate of merger with the Secretary of State of the State of Delaware, (ii) filings with the SEC and NASDAQ and (iii) tax returns and related tax documents. Home Products and JRT do not believe that they are required to make a filing with the Department of Justice and the Federal Trade Commission pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, although each agency has the authority to challenge the merger on antitrust grounds before or after the merger is completed.

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Appraisal Rights

Under Delaware law, if you do not wish to accept the cash payment provided for in the merger agreement, you have the right to dissent from the merger and to receive payment in cash for the fair value of your Home Products common stock. Home Products stockholders electing to exercise appraisal rights must comply with the provisions of Section 262 of the Delaware General Corporation Law in order to perfect their rights. Home Products will require strict compliance with the statutory procedures.

The following is intended as a brief summary of the material provisions of the Delaware statutory procedures required to be followed by a stockholder in order to dissent from the merger and perfect appraisal rights. This summary, however, is not a complete statement of all applicable requirements and is qualified in its entirety by reference to Section 262 of the Delaware General Corporation Law, the full text of which appears in Appendix D to this proxy statement.

Section 262 requires that stockholders be notified that appraisal rights will be available not less than 20 days before the special meeting to vote on the merger. A copy of Section 262 must be included with such notice. This proxy statement constitutes our notice to our stockholders of the availability of appraisal rights in connection with the merger in compliance with the requirements of Section 262. If you wish to consider exercising your appraisal rights, you should carefully review the text of Section 262 contained in Appendix D to this proxy statement because failure to timely and properly comply with the requirements of Section 262 will result in the loss of your appraisal rights under Delaware law.

If you elect to demand appraisal of your shares, you must satisfy each of the following conditions:

You must deliver to Home Products a written demand for appraisal of your shares before the vote with respect to the merger is taken. This written demand for appraisal must be in addition to, and separate from, any proxy or vote abstaining from or voting against approval and adoption of, the merger agreement and approval of the merger. Voting against or failing to vote for approval and adoption of the merger agreement and approval of the merger by itself does not constitute a demand for appraisal within the meaning of Section 262.

You must not vote in favor of approval and adoption of the merger agreement and approval of the merger. A vote in favor of the approval and adoption of the merger agreement and approval of the merger, by proxy or in person, will constitute a waiver of your appraisal rights with respect to the shares so voted and will nullify any previously filed written demands for appraisal.

If you fail to comply with either of these conditions and we complete the merger, you will be entitled to receive the cash payment for your shares of Home Products common stock as provided for in the merger agreement, and you will have no appraisal rights with respect to your shares of Home Products common stock.

All demands for appraisal should be addressed to the secretary at Home Products International, Inc., 4501 West 47th Street, Chicago, Illinois 60632 before the vote on the merger is taken at the special meeting, and should be executed by, or on behalf of, the record holder of the shares of Home Products common stock. The demand must reasonably inform Home Products of the identity of the stockholder and the intention of the stockholder to demand appraisal of his, her or its shares.

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To be effective, a demand for appraisal by a holder of Home Products common stock must be made by, or in the name of, the registered stockholder and cannot be made by the beneficial owner if he or she does not also hold the shares of record. The beneficial holder must, in such cases, have the registered owner submit the required demand in respect of those shares.

If shares are owned of record in a fiduciary capacity, such as by a trustee, guardian or custodian, execution of a demand for appraisal should be made in that capacity; and if the shares are owned of record by more than one person, as in a joint tenancy or tenancy in common, the demand should be executed by or for all joint owners. An authorized agent, including an authorized agent for two or more joint owners, may execute the demand for appraisal for a stockholder of record; however, the agent must identify the record owner or owners

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and expressly disclose the fact that, in executing the demand, he or she is acting as agent for the record owner. A record owner, such as a broker, who holds shares in street name as a nominee for others, may exercise his or her right of appraisal with respect to the shares held for one or more beneficial owners, while not exercising this right for other beneficial owners. In that case, the written demand should state the number of shares as to which appraisal is sought. Where no number of shares is expressly mentioned, the demand will be presumed to cover all shares held in the name of the record owner.

If you hold your shares of Home Products common stock in a brokerage account or in other nominee form and you wish to exercise appraisal rights, you should consult with your broker or the other nominee to determine the appropriate procedures for the making of a demand for appraisal by the nominee.

Within 10 days after the completion of the merger, the surviving corporation must give written notice that the merger has become effective to each Home Products stockholder who has properly filed a written demand for appraisal and who did not vote in favor of the merger. At any time within 60 days after the completion of the merger, any stockholder who has demanded an appraisal has the right to withdraw the demand and to accept the cash payment specified by the merger agreement for his or her shares of Home Products common stock. Within 120 days after the consummation of the merger, either the surviving corporation or any stockholder who has complied with the requirements of Section 262 may file a petition in the Delaware Court of Chancery demanding a determination of the fair value of the shares held by all stockholders entitled to appraisal. The surviving corporation has no obligation to file such a petition in the event there are dissenting stockholders. Accordingly, the failure of a stockholder to file such a petition within the period specified could nullify the stockholder's previously written demand for appraisal.

If a petition for appraisal is duly filed by a stockholder and a copy of the petition is delivered to the corporation surviving the merger, the corporation surviving the merger will then be obligated, within 20 days after receiving service of a copy of the petition, to provide the Chancery Court with a duly verified list containing the names and addresses of all stockholders who have demanded an appraisal of their shares. After notice to dissenting stockholders, the Chancery Court is empowered to conduct a hearing upon the petition, and to determine those stockholders who have complied with Section 262 and who have become entitled to the appraisal rights provided thereby. The Chancery Court may require the stockholders who have demanded payment for their shares to submit their stock certificates to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any stockholder fails to comply with that direction, the Chancery Court may dismiss the proceedings as to that stockholder.

After determination of the stockholders entitled to appraisal of their shares of Home Products common stock, the Chancery Court will appraise the shares, determining their fair value exclusive of any element of value arising from the accomplishment or expectation of the merger, together with a fair rate of interest. When the value is determined, the Chancery Court will direct the payment of such value, with interest thereon accrued during the pendency of the proceeding, if the Chancery Court so determines, to the stockholders entitled to receive the same, upon surrender by such holders of the certificates representing those shares.

In determining fair value, the Chancery Court is required to take into account all relevant factors. You should be aware that the fair value of your shares as determined under Section 262 could be more than, the same as, or less than the value that you are entitled to receive under the terms of the merger agreement.

Costs of the appraisal proceeding may be imposed upon the surviving corporation and the stockholders participating in the appraisal proceeding by the Chancery Court as the Chancery Court deems equitable in the circumstances. Upon the application of a stockholder, the Chancery Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including reasonable attorneys' fees and the fees and expenses of experts, to be charged pro rata against the value of all shares entitled to appraisal. Any stockholder who had demanded appraisal rights will not, after the consummation of the merger, be entitled to vote shares subject to that demand for any purpose or to receive payments of dividends or any other distribution with respect to those shares, other than with respect to payment as of a

record date prior to the

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consummation of the merger; however, if no petition for appraisal is filed within 120 days after the consummation of the merger, or if the stockholder delivers a written withdrawal of his or her demand for appraisal and an acceptance of the terms of the merger within 60 days after the consummation of the merger, then the right of that stockholder to appraisal will cease and that stockholder will be entitled to receive the cash payment for shares of his, her or its Home Products common stock pursuant to the merger agreement. Any withdrawal of a demand for appraisal made more than 60 days after the consummation of the merger may only be made with the written approval of the surviving corporation and must, to be effective, be made within 120 days after the consummation of the merger.

In view of the complexity of Section 262, Home Products stockholders who may wish to dissent from the merger and pursue appraisal rights should consult their own legal advisors.

Delisting and Deregistration of Home Products Stock after the Merger

If the merger is completed, Home Products common stock will be delisted from the NASDAQ SmallCap Market and will be deregistered under the Securities Exchange Act of 1934. Home Products will no longer be required to file periodic reports or make the disclosures under the Securities Exchange Act of 1934.

Certain Legal Matters

On June 3, 2004, a complaint was filed in the Court of Chancery for the State of Delaware against us, our board of directors and JRT. The complaint purports to be filed by a stockholder and alleges that in entering into the merger agreement, our board of directors breached their fiduciary duties of loyalty, due care and good faith. The complaint, which includes a request for a declaration that the action be maintained as a class action, seeks, among other relief, injunctive relief enjoining the merger from being consummated. We and our board of directors believe the complaint is without merit and intend to vigorously contest this lawsuit.

On June 4, 2004, a complaint was filed in the Chancery Division of the Circuit Court of Cook County, Illinois against us and our directors. The complaint purports to be filed by a stockholder and alleges that in entering into the merger agreement, our board of directors breached their fiduciary duties of loyalty, due care, independence, good faith and fair dealing. The complaint, which includes a request for a declaration that the action be maintained as a class action, seeks, among other relief, injunctive relief enjoining the merger from being consummated. We and our board of directors believe the complaint is without merit and intend to vigorously contest this lawsuit.

Neither Home Products nor JRT is aware of any license or regulatory permit that appears to be material to the business of Home Products that might be adversely affected by the merger, nor are they aware of any approval or other action by a domestic or foreign governmental, administrative or regulatory agency or authority required for the merger to occur that is not described in this proxy statement. Should any such approval or other action be required, Home Products and JRT presently contemplate that such approval or other action will be sought. While Home Products and JRT do not presently intend to delay the merger pending the outcome of any such matter (unless otherwise described in this proxy statement), there can be no assurance:

that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions; or

that failure to obtain the approval or other action might not result in consequences adverse to our business.

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THE MERGER AGREEMENT

The following summary of the merger agreement describes the material terms of the merger agreement and is qualified in its entirety by reference to the complete copy of the merger agreement attached as Appendix A to this proxy statement and incorporated in this proxy statement by reference. We urge you to read the merger agreement carefully and in its entirety.

Company material adverse effect means any state of facts, change, development, effect, condition or occurrence that is material and adverse to the business, prospects, financial condition or results of operations of Home Products and our subsidiaries, taken as a whole, or that materially impairs our ability to perform our obligations under the merger agreement or consummate the merger; provided, however, that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and neither of the following will be taken into account in determining whether there has been or will be, a company material adverse effect: any change or effect that results from (A) conditions affecting the consumer housewares manufacturing industry generally or (B) any change in the trading price or volume of our common stock, in and of itself. An increase in the price of resin used by us in our business by less than 12.5% from the date of the merger agreement will not, in and of itself, constitute a company material adverse effect.

Representations and Warranties

The merger agreement contains customary representations and warranties relating to, among other things:

corporate organization and similar matters with respect to each of Home Products and JRT;

subsidiaries for each of Home Products and JRT;

the common stock of Home Products subsidiaries being duly authorized, validly issued, fully paid and nonassessable, and free of preemptive rights, except to the extent that would not have or result in a company material adverse effect;

the common stock of Home Products subsidiaries being owned by Home Products or by Home Products and one of its subsidiaries, free and clear of all pledges, liens, charges, mortgages, encumbrances and security interests of any kind or nature whatsoever, except to the extent that would not have or result in a company material adverse effect;

possession by Home Products of all governmental franchises, licenses, permits, authorizations and approvals necessary to conduct our business and to hold and lease our properties, such that failure to possess such items would not result in a company material adverse effect;

qualification to do business in each necessary jurisdiction on the part of Home Products, to the extent that failure to do so would not have a company material adverse effect;

capital structure for each of Home Products and JRT;

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authorization and performance of the merger agreement and the transactions contemplated by it, and execution, delivery and enforceability of the merger agreement with respect to each of Home Products and JRT;

required consents, approvals, orders and authorizations of governmental authorities and third parties relating to the merger agreement and the transactions contemplated by Home Products, except as would not have a company material adverse effect;

required consents, approvals, orders and authorizations of governmental authorities and third parties relating to the merger agreement and the transactions contemplated on the part of JRT;

documents that Home Products has filed with the SEC, the accuracy of the financial statements and other information contained in such documents;

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no other voting agreements on the part of Home Products, except for the agreement with Mr. Tennant, executed June 2, 2004 and attached to this proxy statement as Appendix E;

no undisclosed liabilities that would have a company material adverse effect;

Home Products and JRT's engagement of, and payment of fees to, brokers, investment bankers and financial advisors, and amount of fees payable to other advisors by Home Products and JRT in connection with the merger agreement and the merger;

accuracy of information supplied by JRT or any member of the JRT Group and Home Products in connection with this proxy statement;

accuracy of information supplied by JRT or any member of the JRT Group and Home Products in connection with the Schedule 13E-3 to be filed with this proxy statement;

approval of the transaction by the board of directors of Home Products;

the receipt of a fairness opinion by the special committee from Mesirow;

no violation of any of the provisions of the charter documents as a result of the execution of the merger agreement or the consummation of the merger, on the part of JRT and Home Products;

no violation of certain laws, judgments and agreements for Home Products and JRT as a result of the execution of the merger agreement and the consummation of the merger, except to the extent that, in the case of Home Products, would not have a company material adverse effect, or in the case of JRT, would not have a material adverse effect on JRT;

Home Products and the board of directors of Home Products taking action to render the rights agreement inapplicable to the merger and the merger agreement;

the absence of business operations carried on by JRT prior to the execution of the merger agreement;

receipt by JRT of commitments for financing sufficient for the acquisition of shares of Home Products stock and related expenses; and

JRT's absence of actual knowledge that any representation or warranty of Home Products in the merger agreement is not true and correct.

Mr. Tennant executed a certificate dated as of June 2, 2004, representing and warranting that, to his actual knowledge, the representations and warranties of Home Products in the merger agreement were true, correct and complete in all respects as of its date.

Conditions to Consummation of the Merger

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Home Products and JRT. Home Products and JRT's obligations to effect the merger are subject to the satisfaction or waiver of various conditions, including the following:

Holders of a majority of the outstanding shares of Home Products common stock, along with holders of a majority of shares present or represented by proxy at the special meeting and voting either FOR or AGAINST the merger agreement and merger that are not held by any member of the JRT Group, must approve and adopt the merger agreement and approve the merger;

No temporary restraining order, preliminary or permanent injunction or other order or decree issued by any court of competent jurisdiction or other legal restraint or prohibition that has the effect of preventing the consummation of the merger may be in effect;

No suit, action or proceeding asserted by any governmental entity challenging or seeking to restrain or prohibit the consummation of the merger or any of the other transactions contemplated by the merger agreement may be pending or threatened;

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The representations and warranties of Home Products and JRT set forth in the merger agreement must be true and correct in all material respects as of the date of the merger agreement and as of the date of completion of the merger;

Home Products must have purchased a fully prepaid tail policy under Home Products existing directors and officers liability insurance policy, which provides for aggregate coverage of at least \$15 million and is effective for six years after completion of the merger, see Indemnification and Insurance beginning at page 56; and

Each party must have performed in all material respects all obligations required to be performed by it under the merger agreement at or prior to closing of the merger.

Home Products. Our obligation to consummate the merger is further subject to the fulfillment of the following conditions, any of which may be waived in whole or part by us:

JRT must have provided to us a certificate, signed by an authorized officer, certifying compliance with the conditions set forth in the merger agreement; and

JRT must have performed in all material respects all obligations required to be performed by JRT under the merger agreement at or prior to the closing of the merger.

JRT. The obligations of JRT to consummate the merger are further subject to the fulfillment of the following conditions, any of which may be waived in whole or part by JRT:

We must have provided to JRT a certificate, signed by an authorized officer, certifying compliance with the conditions set forth in the merger agreement;

We must have performed in all material respects all obligations required to be performed by us under the merger agreement at or prior to the closing of the merger; and

No development or occurrence having a company material adverse effect will have occurred and be continuing since the date of the merger agreement.

In addition, JRT will be obligated to consummate the merger only if there is no pending suit, action or proceeding by any governmental entity or other third party asserting non-frivolous claims which, if successful, would prevent:

the completion of the merger;

JRT from owning the shares of Home Products, as surviving corporation; or

JRT from operating any material part of the business of Home Products, as surviving corporation and its subsidiaries.

Amendment, Extension and Waiver

The merger agreement may be amended in writing, signed by both parties, by action taken or authorized by their respective boards of directors at any time before the required stockholder approval has been obtained. After the merger agreement has been adopted and approved by Home Products stockholders, any amendment to the merger agreement that would, under applicable law, require further approval of our stockholders will not be effective unless approved by our stockholders.

At any time prior to the effective time, both Home Products and JRT may (1) extend the time for the performance of any of the obligations or other acts of the other party in connection with the merger agreement, (2) waive any inaccuracies in the representations and warranties contained in the merger agreement, or (3) waive compliance with any of the agreements or conditions contained in the merger agreement. Any agreement on the part of a party to any extension or waiver will be valid only if set forth in a writing signed by the waiving party.

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Stock Options

As of June 30, 2004, there were options outstanding for an aggregate of 864,216 shares of our common stock pursuant to our 1987 Stock Option Plan, our 1991 Stock Option Plan, our 1994 Stock Option Plan and our 1999 Performance Incentive Plan. Of these stock options, options for an aggregate of 460,016 shares of our common stock were outstanding pursuant to the 1999 Performance Incentive Plan. Under the provisions of this plan, at the effective time of the merger, Home Products stock options outstanding pursuant to the 1999 Performance Incentive Plan will become fully exercisable. As a result, upon consummation of the merger, all of our outstanding options will be fully exercisable at a weighted average exercise price of \$2.95 (without giving effect to any option terminations prior to the effective time).

The merger agreement provides that, at the effective time of the merger, each holder of stock options with an exercise price of less than \$1.50 who has executed and delivered to us an option cancellation agreement will be entitled to receive, and Home Products, as the surviving corporation, will be obligated to pay, an amount in cash (subject to any applicable withholding of taxes) equal to the product of: (1) the number of shares of Home Products common stock that otherwise would have been issuable upon the exercise of the stock option, multiplied by (2) the excess of \$1.50 over the exercise price per share of the stock option. Options issued under this plan with an exercise price equal to or greater than \$1.50 per share for which option cancellation agreements are executed will be cancelled without any consideration being paid to their holders. Options issued under this plan for which no option cancellation agreements are executed will remain outstanding until an option cancellation agreement is executed, or they terminate or expire in accordance with their terms.

Interim Operations

During the period beginning on the date of the merger agreement until the effective time of the merger, we have agreed that we will conduct our business in the ordinary course, including operating in compliance with applicable laws and making all required filings with the SEC.

We have agreed that, until the effective time or unless JRT consents in writing, we:

will not amend the rights agreement;

will not redeem any rights under the rights agreement;

will not take any action with respect to the rights agreement, unless our board of directors makes a good faith determination that action is necessary to comply with its fiduciary duties;

will promptly set a record date and convene and hold a meeting of our stockholders for purposes of obtaining the required stockholder approvals of the merger agreement and merger, and our board of directors will recommend approval of the merger, subject to our ability to engage in third party negotiations or accept a superior company proposal;

will promptly prepare and file this proxy statement and Schedule 13E-3 with the SEC;

will use our reasonable best efforts to mail this proxy statement to our stockholders as promptly as practicable;

will furnish JRT with copies of any of our securities filings pursuant to the requirements of federal or state securities law; and

take all action necessary to ensure that no state takeover statute or similar regulation becomes applicable to the merger.

JRT agreed that, prior to the effective time, it will not conduct any business or make any investments other than as contemplated in the merger agreement. JRT further agreed that it would not incur any indebtedness other than as necessary for the consummation of the merger.

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JRT further agreed to cause all shares of common stock that it or any member of the JRT Group owns to be voted in favor of the approval and adoption of the merger agreement. Home Products agreed that, unless our board of directors withdraws or modifies its recommendation regarding approval of the merger in a manner adverse to JRT, we will cause all shares that are voted at the direction of our board of directors or its members to be voted in favor of the adoption of the merger agreement.

Home Products and JRT have both agreed to use their reasonable best efforts to take all actions, and to cooperate with each other in doing all things advisable to expeditiously consummate the merger, including, among other things:

not taking any action that is reasonably likely to result in any representation or warranty made in the merger agreement becoming untrue or any condition to closing not being satisfied;

obtaining all necessary actions, consents and waivers from applicable governmental entities and the making of all necessary registrations and filings;

obtaining all necessary consents or waivers from third parties;

defending against any lawsuit or other legal proceeding seeking to challenge the merger agreement or consummation of the merger; and

executing and delivering any additional documents necessary to consummate the merger.

Indemnification and Insurance

The merger agreement provides that all of our obligations related to any rights of indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the merger that exist in favor of Home Products directors or officers as provided in our certificate of incorporation or bylaws, and any of our existing indemnification agreements in effect as of the date of the merger agreement, will be fulfilled and honored by Home Products, as the surviving corporation, after the merger, and will continue in full force and effect in accordance with their terms. JRT has agreed to cause Home Products, as the surviving corporation, to ensure that the certificate of incorporation and bylaws of Home Products, as the surviving corporation, will contain provisions with respect to liability, indemnification and advancement of expenses that are at least as favorable as currently in effect for a period of six years from the effective time.

We agreed to purchase, prior to the effective time of the merger, a fully prepaid tail policy under our existing directors and officers liability insurance policy. This tail policy will provide for aggregate coverage of at least \$15 million and be effective for six years after the effective time of the merger. If the surviving corporation or any of its successors or assigns consolidates or merges and is not the surviving entity after such a transaction, or transfers all or substantially all of its assets, then proper provision must be made so that the successor or assigns of the surviving corporation assume the obligations of the directors and officers liability insurance. JRT and Home Products further agreed that if any claim, action, suit, proceeding or investigation, whether arising before or after the effective time of the merger, is made against any person covered by our directors and officers liability insurance, then the indemnification provisions of the merger agreement will continue in effect until the final disposition of the claim, action, suit, proceeding or investigation.

Employee and Termination Benefits

Pursuant to the terms of the merger agreement, JRT will cause Home Products, as the surviving corporation, to provide compensation and benefits for 90 days following the effective time to our employees, other than those employees terminated for cause. These benefits will be at least as favorable to our employees as the benefits we provided before the effective time. Under the merger agreement, JRT or Home Products, as the surviving corporation, to the extent allowable by its providers, will waive all pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements for any compensation or benefit plan of

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the surviving corporation that our employees may be eligible to participate in. Under the new compensation and benefit plans of the surviving corporation, our employees will receive credit for amounts already paid before the effective date of the merger for deductibles, coinsurance and maximum out-of-pocket payments under our compensation and benefits plans, and the plans of the surviving corporation, will take into account the service accrued by our employees for the purposes of participating in any benefit plans or vesting credit at the surviving corporation.

Acquisition Proposals

We have agreed to certain limitations on our ability to take action regarding other acquisition proposals. Except as set forth below, we have agreed:

not to enter into any agreement with respect to any company takeover proposal;

prior to the approval of the merger agreement by our stockholders, not to furnish to any person any information with respect to a company takeover proposal, except pursuant to a confidentiality agreement and after proper notice of the company takeover proposal has been provided to JRT;

not to withdraw or modify, or propose publicly to withdraw or modify, in a manner adverse to JRT, the board of directors recommendation of the merger and the merger agreement, unless our board of directors determines in good faith, after consultation with outside counsel, that it is necessary to do so to comply with the board of directors' fiduciary duties;

not to approve any letter of intent, agreement in principle, acquisition agreement or similar agreement relating to a company takeover proposal; and

to promptly give notice to JRT, orally and in writing, of any company takeover proposal made to the special committee, including the identity of the party making the company takeover proposal and the material terms of the company takeover proposal.

If, however, prior to obtaining the approval of our stockholders, we receive a superior company proposal, then our board of directors may approve and recommend the superior company proposal and cause us to terminate the merger agreement and concurrently enter into a definitive agreement providing for the implementation of the superior company proposal if all of the following four conditions have been satisfied.

The special committee has determined in good faith that the company takeover proposal constitutes a superior company proposal;

At least three days prior to terminating the merger agreement, we must have provided written notice to JRT of the special committee's determination;

JRT shall not have made, within three business days of receipt of our notice, a binding written offer to acquire Home Products that causes the special committee to no longer be able to determine in good faith that the superior company proposal remains a superior company proposal; and

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We must have reimbursed JRT for all reasonable out-of-pocket fees, costs and expenses incurred by JRT in connection with the merger and the merger agreement through the date of termination up to a maximum reimbursement of \$550,000, less any amounts already paid or reimbursed for expenses incurred in connection with amending our indenture.

Nothing in the merger agreement prohibits our board of directors from disclosing to our stockholders a position with respect to a transaction proposal by a third party to the extent required under the Securities Exchange Act of 1934, including Rules 14d-9 and 14e-2, or from making disclosure to our stockholders that, based on advice of outside counsel, our board of directors or the special committee determines in good faith is required under applicable law.

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Termination of the Merger Agreement

The merger agreement may be terminated, and the merger may be abandoned, at any time prior to the closing of the merger under the following circumstances:

by mutual written consent of Home Products and JRT;

by either party if the merger has not closed on or before October 31, 2004, unless the failure to close the merger is caused by a material breach of the merger agreement by the terminating party;

by either party if a governmental entity or a court of competent jurisdiction issues an order or injunction prohibiting the consummation of the merger and the order or injunction is final and nonappealable; and

by either party, if at a duly held meeting the required stockholder approvals are not obtained, provided, however, JRT may not terminate for this reason if the members of the JRT Group did not vote their shares in favor of the approval and adoption of the merger agreement and approval of the merger at the special meeting. We may not terminate the merger agreement for this reason unless the members of our board voted all shares for which they could direct the vote in favor of the approval and adoption of the merger agreement and the approval of the merger.

JRT may terminate the merger agreement if:

at any time before or after the vote our stockholders, we breach or fail to perform in any material respect any of our representations, warranties or covenants contained in the merger agreement, which breach or failure to perform:

would cause a condition to JRT's obligation to effect the merger to be unsatisfied, and

cannot be or has not been cured within 30 days after we have been given written notice of the breach;

our board of directors withdraws or modifies, or proposes publicly to withdraw or modify, its recommendation to our stockholders regarding the merger in a manner adverse to JRT;

our board of directors amends the rights agreement or takes any action with respect to, or makes any determination under, the rights agreement to comply with its fiduciary duties and, as a result of such amendment, redemption, action or determination, any person other than JRT or any of its affiliates is permitted to become an acquiring person (as defined in the rights agreement); or

prior to obtaining the required stockholder approvals, we enter into a definitive agreement to implement a company takeover proposal.

Home Products may terminate the merger agreement if:

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at any time before or after the approval of the merger agreement by our stockholders, JRT breaches or fails to perform in any material respect any of its representations, warranties or covenants contained in the merger agreement, which breach or failure to perform cannot be or has not been cured within 30 days after we have given written notice to JRT of the breach; or

prior to obtaining the required approvals of the merger agreement by our stockholders, our board of directors has received a superior company proposal and each of the four required conditions for terminating the merger agreement in favor of a superior company proposal has been satisfied, in which case our board of directors may approve and recommend the superior company proposal and cause us to terminate the merger agreement. See Acquisition Proposals beginning at page 57.

Payment of Fees and Expenses

Generally, upon the termination of the merger agreement, each party will be responsible for its own expenses, whether or not the merger is consummated. Home Products has agreed, however, to pay all out-of-

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pocket fees, costs and expenses incurred in connection with the amendment of the indenture for its notes, including the reasonable fees and expenses of JRT's counsel, the fees and expenses of the noteholders and their counsel, and the fees and expenses of our counsel with respect to the amendment, subject to an aggregate dollar limitation of \$550,000.

Home Products has also agreed to reimburse JRT for its out-of-pocket expenses incurred in connection with the proposed merger, up to a maximum of \$550,000, less any amounts already paid or reimbursed to cover expenses of the amendment to the indenture described above, if we terminate the merger agreement because our board of directors has received a company takeover proposal that the special committee determines is a superior company proposal.

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Our selected consolidated financial data as of, and for, the five fiscal years ended December 27, 2003, are derived from our audited consolidated financial statements. They should be read in conjunction with the Consolidated Financial Statements of the Company, including the notes thereto, and Item 1. Business and Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of our Annual Report on Form 10-K for the fiscal year ended December 27, 2003, which is attached as Appendix F and incorporated by reference to this proxy statement and contains a discussion of business combinations and dispositions of business assets that materially affected the comparability of the information set forth below and material uncertainties that could cause future results to differ from such information.

	Fiscal Year-End				
	2003	2002	2001	2000	1999
	(in thousands, except share data)				
Statement of Operations Data:					
Net sales	\$ 233,602	\$ 249,192	\$ 249,721	\$ 297,048	\$ 294,297
Cost of goods sold	197,560	190,705	188,299	235,144	209,641
Special charges (income), net		(106)	(414)	1,920	8,589
Gross profit	36,042	58,593	61,836	59,984	76,067
Selling, general and administrative expenses	29,801	30,729	36,910	39,382	40,420
Amortization of intangible assets	503	505	3,190	5,350	5,425
Restructuring and other charges (income), net	(1,245)	(1,303)	(480)	10,482	5,966
Asset impairment charges		567		53,348	
Other nonrecurring charges					445
Operating profit (loss)	6,983	28,095	22,216	(48,578)	23,811
Interest expense	(13,653)	(13,823)	(18,284)	(22,363)	(20,271)
Other income (expense), net	2,204	559	14,023	(467)	542
Earnings (loss) before income taxes	(4,466)	14,831	17,955	(71,408)	4,082
Income tax expense	(6,871)	(527)	(975)	(103)	(2,072)
Net earnings (loss)	\$ (11,337)	\$ 14,304	\$ 16,980	\$ (71,511)	\$ 2,010
Earnings (loss) per common share - basic	\$ (1.42)	\$ 1.83	\$ 2.24	\$ (9.77)	\$ 0.27
Earnings (loss) per common share - diluted	\$ (1.42)	\$ 1.73	\$ 2.19	\$ (9.77)	\$ 0.26

	As of Fiscal Year-End				
	2003	2002	2001	2000	1999
	(in thousands)				
Balance Sheet and Cash Flow Data:					
Working capital	\$ 19,714	\$ 30,569	\$ 9,010	\$ 18,626	\$ 33,012
Property, plant and equipment, net	32,812	37,189	42,631	55,881	67,258
Goodwill and other intangible assets	74,360	74,863	76,375	116,833	172,177
Total assets	180,275	203,518	187,343	265,652	343,906
Revolving line of credit and other current debt	9,969	158	158	6,558	5,571
Long-term obligations (net of current debt)	120,578	129,621	130,447	215,051	221,334
Stockholders' equity (deficit)	6,341	17,467	2,820	(14,497)	56,622
Cash provided by operating activities	443	8,796	23,326	17,706	14,615

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Set forth below is information concerning directors and executive officers as of the record date.

<u>Name</u>	<u>Age</u>	<u>Position</u>
James R. Tennant	51	Chairman of the Board of Directors and Chief Executive Officer
Charles R. Campbell	64	Director
Daniel B. Shure	46	Director
Joel D. Spungin	65	Director
James E. Winslow	49	Executive Vice President, Chief Financial Officer and Secretary
Peter Graves	47	Senior Vice President, Sales
Joseph Lacambra	63	Senior Vice President, Operations
Charles F. Avery, Jr.	39	Senior Vice President, Finance

James R. Tennant joined us as chairman of the board and chief executive officer in April 1994. Mr. Tennant was elected a director in December 1992 and was a member of our board of directors until April, 1994. From 1982 to 1994, Mr. Tennant was division president of True North Communications, an international marketing services company.

Charles R. Campbell has served as a director since September 1994. Since 1996, Mr. Campbell has been a principal with the Everest Group, a management consulting firm. From 1995 to 1996, Mr. Campbell was president of C. R. Campbell & Associates, a management consulting firm. From 1985 to 1995, Mr. Campbell was senior vice president, chief financial and administrative officer of Federal Signal Corporation, a diversified manufacturer of capital goods. Mr. Campbell is a director of Federal Signal Corporation, a publicly held company.

Daniel B. Shure has served as a director since December 1994. Since 1988, Mr. Shure has been president and chief executive officer of Strombecker Corporation, an international toy manufacturer and distributor. From February 2002, Mr. Shure has also served as chairman of the board of Strombecker Corporation. Mr. Shure is a director of several privately held companies.

Joel D. Spungin has served as a director since September 1996. Since 1995, Mr. Spungin has been managing partner of DMS Enterprises, a management advisory and investment company. From 1994 to 1999, Mr. Spungin was chairman emeritus of United Stationers, Inc. From 1981 to 1995, Mr. Spungin was employed by United Stationers, Inc., a publicly held company, in various capacities with his final position being chairman of the board and chief executive officer. Mr. Spungin is a director of AAR Corporation and Vita Foods, Inc. Mr. Spungin has advised the board of directors that he intends to resign as a director no later than December 31, 2004.

James E. Winslow was named executive vice president in October 1996. Mr. Winslow joined us as chief financial officer and senior vice president in November 1994. In 1994, Mr. Winslow was executive vice president and chief financial officer of Stella Foods, Inc. From 1983 to 1994, Mr. Winslow was employed by Wilson Sporting Goods Co. in various capacities, his final position being vice president and chief financial officer.

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Peter Graves has served as our senior vice president, sales since January 2004. Mr. Graves served as our senior vice president, sales and marketing from April 2001 until January 2004. From June 1999 until April 2001, Mr. Graves was our senior vice president, marketing. Mr. Graves has served in various other capacities since joining us in 1981, including vice president, sales and marketing from 1997 to June 1999.

Joseph Lacambra has served as our senior vice president, operations since June 1999. Mr. Lacambra joined us as vice president, operations in November 1997.

Charles F. Avery, Jr. has served as our senior vice president, finance since January 2000. Mr. Avery joined us as vice president, finance in August, 1998. From 1987 to 1998, Mr. Avery worked in the audit and business advisory practice at Arthur Andersen LLP.

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Officers serve at the discretion of the board of directors, except as provided in the employment agreement of Mr. Tennant. There are no family relationships among any of the foregoing executive officers.

Security Ownership of Principal Stockholders and Management

The following table sets forth certain information as of June 30, 2004 (unless otherwise noted) with respect to the beneficial ownership of our issued and outstanding common stock by:

each stockholder known by us to be the beneficial owner of more than 5% of our common stock;

each director;

each executive officer; and

all of the directors and executive officers as a group.

The beneficial ownership of common stock set forth in this table is determined in accordance with the rules of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of common stock subject to options or warrants held by that person that are currently exercisable or will become exercisable within 60 days after June 30, 2004 are considered outstanding, while these shares are not considered outstanding for purposes of computing percentage ownership of any other person. Unless otherwise indicated in the footnotes below, the persons and entities named in the table have sole voting and investment power as to all shares beneficially owned, subject to community property laws where applicable.

Name and Address of Beneficial Owner	Total Shares Beneficially Owned	Percent of Class
J.P. Morgan Partners (SBIC), LLC ⁽¹⁾	1,274,472	16.2%
Samstock/SIT, LLC and Zell General Partnership, Inc. ⁽²⁾	664,000	8.4
Palmyra Capital Advisors, LLC. ⁽³⁾	430,700	5.5
Dimensional Fund Advisors, Inc ⁽⁴⁾	417,050	5.3
Charles R. Campbell ⁽⁵⁾	64,739	*
Daniel B. Shure ⁽⁶⁾	67,885	*
Joel D. Spungin ⁽⁷⁾	62,155	*
James R. Tennant ⁽⁸⁾	667,728	8.2
James E. Winslow ⁽⁹⁾	136,211	1.7
Peter Graves ⁽¹⁰⁾	57,712	*
Joseph Lacabra ⁽¹¹⁾	38,750	*

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Charles F. Avery, Jr. ⁽¹²⁾	47,479	*
All directors and executive officers as a group (8 persons) ⁽¹³⁾	1,142,659	13.4

* Represents beneficial ownership of less than 1% of the outstanding common stock.

- (1) As reported in a statement on Schedule 13G filed with the SEC on February 17, 2004 by J.P. Morgan Partners (SBIC), LLC (formerly known as Chase Venture Capital Associates, LLC), a Delaware limited liability company whose principal business office is located at 1221 Avenue of the Americas, New York, New York 10020.
- (2) As reported in a statement on Schedule 13D filed with the SEC on January 11, 2002 by Samstock/SIT, LLC, a Delaware limited liability company (Samstock/SIT), and Zell General Partnership, Inc., an Illinois corporation (ZGP). The sole member of each of Samstock/SIT and ZGP is Sam Investment

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Trust, an Illinois trust (SIT), formed for the benefit of Samuel Zell and members of his family. The sole trustee of SIT is Chai Trust Company, LLC, an Illinois limited liability company. Samstock/SIT has sole voting and dispositive power with respect to 650,720 shares and ZGP has sole voting and dispositive power with respect to 13,280 shares. The principal business office of Samstock/SIT and ZGP is located at Two North Riverside Plaza, Suite 600, Chicago, Illinois 60606.

- (3) As reported in a statement on Schedule 13G filed with the SEC on April 7, 2004 by Palmyra Capital Advisors, LLC, a Delaware limited liability company and registered investment adviser, the Michael and Leigh Anne Baxter Living Trust (the