IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:	)	Chapter 11
HOME PRODUCTS INTERNATIONAL, INC. and HOME PRODUCTS INTERNATIONAL – NORTH AMERICA, INC.,	)	Case No. 06-11457 (CSS)
	)	Jointly Administered
	)	**Re: D.I. 10**
Debtors.	)	

FINAL ORDER AUTHORIZING DEBTOR HPI-NA TO ENTER INTO POSTPETITION TRADE CREDIT AGREEMENTS AND PAY PREPETITION CLAIMS IN ACCORDANCE THEREWITH

Upon the motion (the **"Trade Credit Motion"**) of the debtors and debtors-in-possession (the **"Debtors"**) in the above-captioned chapter 11 cases (the **"Cases"**), for entry of an Order authorizing HPI-NA to obtain unsecured credit on favorable terms from its creditors whose claims arose from the provision to HPI-NA of goods and services used by HPI-NA in the ordinary course of its business (the **"Trade Creditors"**) and to pay the prepetition claims of Trade Creditors who agree to extend such favorable credit terms; upon the Hotz Declaration; it appearing that the Court has jurisdiction over these cases pursuant to 28 U.S.C. § 1334 and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(G); due and adequate notice of the Trade Credit Motion having been given; this Court having determined that no other or further notice need be given; this Court having determined that granting the relief requested in the Trade Credit Motion is in the best interests of the Debtors, their estates and their creditors; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Trade Credit Motion is granted.

2. HPI-NA is authorized, but not required, to enter into agreements (the **"Postpetition Trade Credit Agreements"**) in substantially the form attached to the Trade Credit Motion with any Trade Creditor that agrees to extend substantially the same credit terms and credit limits to HPI-NA that such Trade Creditor offered to HPI-NA as of November 14, 2006, and not to modify such terms or limits, except by agreement with HPI-NA, until the earlier of the date the Plan becomes effective, or March 31, 2007, so long as HPI-NA is in compliance with such credit terms.

3. HPI-NA is further authorized to pay the undisputed prepetition claim of any Trade Creditor that enters into such a Postpetition Trade Credit Agreement in the ordinary course of business up to an aggregate amount of $23,000,000.00. The Postpetition Trade Credit Agreement will further provide, and it is hereby ordered, that if the Trade Creditor breaches the Postpetition Trade Credit Agreement, that Trade Creditor shall immediately pay to HPI-NA the amount it received hereunder on account of its prepetition claim, and be liable for any other damages recoverable under applicable law.

4. HPI-NA's banks are authorized to process, honor and pay, to the extent of funds on deposit, any and all prepetition wire transfer requests or checks issued by HPI-NA in respect of any obligations arising from the entry into a Postpetition Trade Credit Agreement.

5. Neither this Order nor any act performed pursuant to this Order shall be construed to authorize the assumption of or to assume any contract, within the meaning of § 365 of the Bankruptcy Code or otherwise.

6. Neither the provisions contained herein, nor the making of any payments by the Debtors pursuant to this Order, shall be deemed a waiver or release by the Debtors of, or

in any way impair, limit or otherwise affect, any cause of action the Debtors may have with respect to prepetition transfers pursuant to Chapter 5 of the Bankruptcy Code.

7. The Court shall retain jurisdiction over any matters arising from or related to the implementation or interpretation of this Order.

Dated: January 11, 2007
Wilmington, Delaware

Christopher S. Sontchi
United States Bankruptcy Judge