SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-K

**☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE FISCAL YEAR ENDED December 31, 2018

COMMISSION FILE NUMBER 001-08524

MYERS INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

OHIO	**34-0778636**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification Number)**

1293 S. MAIN STREET, AKRON, OHIO	**44301**	**(330) 253-5592**
(Address of Principal Executive Offices)	**(Zip Code)**	**(Telephone Number)**

Securities Registered Pursuant to Section 12(b) of the Act:	**Name of Each Exchange On which registered:**
Common Stock, Without Par Value	**New York Stock Exchange**
(Title of Class)	

Securities Registered Pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to the filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant’s knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-Accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the closing sale price on the New York Stock Exchange as of June 29, 2018: $453,079,680

Indicate the number of shares outstanding of registrant’s common stock as of February 28, 2019: 35,376,498 Shares of Common Stock, without par value.

DOCUMENTS INCORPORATED BY REFERENCE:

Portions of the Registrant’s Definitive Proxy Statement for its 2019 Annual Meeting of Stockholders are incorporated by reference in Part III of this Form 10-K.

TABLE OF CONTENTS

PART I

ITEM 1. Business

General Development of Business

Myers Industries, Inc. (the “Company”) was founded in Akron, Ohio, in 1933. The terms “Myers Industries,” “Company,” “we,” “us,” or “our” wherever used herein refer to the Company, unless the context indicates to the contrary. Since its founding, the Company has grown from a small storefront distributing tire service supplies into an international manufacturing and distribution enterprise. In 1971, the Company went public, and the stock is traded on the New York Stock Exchange under the ticker symbol MYE.

Headquartered in Akron, Ohio, the Company manufactures a diverse range of polymer products for industrial, agricultural, automotive, commercial, and consumer markets. Myers Industries is a leader in the manufacturing of plastic reusable material handling containers and pallets, and plastic fuel tanks. Other principal product lines include plastic storage and organization containers, rubber tire repair products and custom plastic and rubber products.

The Company is also the largest distributor of tools, equipment and supplies for the tire, wheel and undervehicle service industry in the United States. The distribution products range from tire balancers and alignment systems to valve caps, tire repair tools and other consumable service supplies.

As of December 31, 2018, the Company operated eight manufacturing facilities, 15 sales offices, four distribution centers and three distribution branches located throughout North and Central America; and had approximately 1,800 employees.

Serving customers around the world, Myers Industries’ brands provide safety and efficiency solutions to a wide variety of customers in diverse niche markets. Myers Industries’ diverse products and solutions help customers improve shop productivity with point of use inventory, store and transport products more safely and efficiently, improve sustainability through reuse, lower overall material handling costs, improve ergonomics for their labor force, eliminate waste and ultimately increase profitability. Myers Industries’ employees think and act like owners, implementing long term improvements both internally and for their customers.

The Company’s business strategy is guided by the following key operating principles: 1) niche market focus, 2) flexible operations, and 3) strong cash flow growth. Applying these principles to our business, management emphasizes:

- Customer intimacy - #1 or #2 in each served market;
- Strong brands;
- Process driven, simplified, lean operating principles;
- Manufacturing only value-added components and products;
- An asset light business model; and
- Cash return on investment.

The Company continually reviews its segments and brands for strategic fit and growth potential. The review process is dedicated to furthering innovation and brand leadership in niche markets, building strong customer relationships and positioning the Company for strong financial performance.

Description of Business

The Company conducts its business activities in two distinct business segments, Material Handling and Distribution, consistent with the manner in which the Company’s Chief Operating Decision Maker evaluates performance and makes resource allocation decisions.

In our Material Handling Segment, we design, manufacture, and market a variety of plastic and metal products. These range from plastic reusable material handling containers and small parts storage bins to plastic recreational vehicle (“RV”) tanks and parts, marine tanks and parts, portable plastic fuel tanks and water containers, portable marine fuel containers, ammunition containers, storage totes, bulk shipping containers and metal carts and cabinets. The Material Handling Segment conducts operations in the United States and Canada. Markets served include industrial manufacturing, food processing, retail/wholesale products distribution, agriculture, automotive, recreational vehicles, marine vehicles, healthcare, appliance, bakery, electronics, textiles, consumer, and others. Products are sold both directly to end-users and through distributors.

The Distribution Segment is engaged in the distribution of to ols, equipment and supplies used for tire, wheel and undervehicle service on passenger, heavy truck and off-road vehicles and the manufacturing of tire repair materials and custom rubber products. The product line includes categories such as tire valves an d accessories, lifts and alignment equipment, service equipment and tools, and tire repair/retread supplies. The Distribution Segment operates domestically through its sales offices and four regional distribution centers in the United States, and in certai n foreign countries through export sales. In addition, the Distribution Segment operates directly in certain foreign markets, principally Central America, through foreign branch operations. Markets served include retail and truck tire dealers, commercial a uto and truck fleets, auto dealers, general service and repair centers, tire retreaders, and government agencies.

Information regarding the revenues of each segment classified as continuing operations is contained in the Industry Segments footnote of the Notes to Consolidated Financial Statements under Item 8 of this report.

In December 2017, the Company approved and completed the sale of its subsidiaries Myers do Brasil Embalagens Plasticas Ltda. and Plasticos Novel do Nordeste Ltda. (collectively, the “Brazil Business”) to allow the Company to focus resources on its core businesses and additional growth opportunities. The Brazil Business designed and manufactured reusable plastic shipping containers, plastic pallets, crates and totes used for closed loop-shipping and storage in Brazil’s automotive, distribution, food, beverage and agriculture industries. The operating results for the Brazil Business are classified as discontinued operations in the Consolidated Statements of Operations under Items 6 and 8 of this report. The Brazil Business was part of the Material Handling Segment.

During the second quarter of 2014, the Company’s Board of Directors approved the commencement of the sale process to divest its Lawn and Garden business to allow it to focus resources on core growth platforms. The divestiture of the Lawn and Garden business was completed in February 2015 and was sold to an entity controlled by Wingate Partners V, L.P. (“L&G Buyer”) and is now named HC Companies, Inc. (“HC”). The Lawn and Garden business served the North American horticulture market with plastic products such as seedling trays, nursery products, hanging baskets, custom print containers as well as decorative resin planters. The operating results for the Lawn and Garden business are classified as discontinued operations in the Consolidated Statements of Operations under Items 6 and 8 of this report.

The following table summarizes the key attributes of the business segments for the year ended December 31, 2018:

Material Handling Segment

Net Sales	Key Product Areas	Product Brands	Key Capabilities & Services	Representative Markets
$417.2 74%	• Plastic Reusable Containers & Pallets • Plastic Storage & Organizational Products • Plastic Carts • Metal Carts • Metal Cabinets • Wooden Dollies • Custom Products	• Akro-Mils™ • Jamco Products • Buckhorn® • Ameri-Kart® • Scepter	• Product Design • Prototyping • Product Testing • Material Formulation • Injection Molding • Structural Foam Molding • Metal Forming • Stainless Steel Forming • Wood Fabrication • Powder Coating • Material Regrind & Recycling • Plastic Blow Molding • Plastic Rotational Molding • Thermoforming • Infrared Welding	• Agriculture • Automotive • Commercial • Food Processing • Food Distribution • Healthcare • Industrial • Manufacturing • Retail Distribution • Wholesale Distribution • Consumer • Recreational Vehicle • Marine • Military • Food & Beverage • Custom

Distribution Segment

Net Sales	Key Product Areas	Product Brands	Key Capabilities & Services	Representative Markets
$149.6 26%	• Tire Valves & Accessories • Tire Changing & Balancing Equipment • Lifts & Alignment Equipment • Service Equipment • Hand Tools • Tire Repair & Retread Equipment & Supplies • Brake, Transmission & Allied Service Equipment & Supplies • Highway Markings • Industrial Rubber • General Shop Supplies • Tire Pressure Monitoring System	• Myers Tire Supply® • Myers Tire Supply International™ • Patch Rubber Company® • Elrick • Fleetline • MTS • Phoenix • Seymoure	• Broad Sales Coverage • Local Sales • Four Strategically Placed Distribution Centers • International Distribution • Personalized Service • National Accounts • Product Training • Repair/Service Training • New Products/Services "Speed to Market" • Rubber Mixing • Rubber Compounding • Rubber Calendaring • Tiered Product Offerings	• Retail Tire Dealers • Truck Tire Dealers • Auto Dealers • Commercial Auto & Truck Fleets • General Repair & Services Facilities • Tire Retreaders • Tire Repair • Governmental Agencies • Telecommunications • Industrial • Road Construction • Mining

Segments Overview

Material Handling Segment

The Material Handling Segment manufactures highly engineered polymer packaging containers, storage and safety products, and specialty molded parts. The brands within this segment include **Buckhorn ®** , **Akro-Mils ™** , **Jamco Products** , **Ameri-Kart ® , and Scepter.**

Buckhorn's reusable containers and pallets are used in closed-loop supply chain systems to help customers improve product protection, increase handling efficiencies, reduce freight costs and eliminate solid waste and disposal costs. Buckhorn offers products to replace costly single use cardboard boxes, wooden pallets, and steel containers. The product line is among the broadest in the industry and includes injection-molded and structural foam-molded constructions. Buckhorn's product lines include hand-held containers used for inventory control, order management and transportation of retail goods; collapsible and fixed-wall bulk transport containers for light and heavy-duty tasks; intermediate bulk containers for the storage and transport of food, liquid, powder, and granular products; plastic pallets; and specialty boxes designed for storage of items such as seed. Buckhorn also produces a wide variety of specialty products designed for niche applications and custom products designed according to exact customer specifications.

Akro-Mils material handling products provide customers everything they need to store, organize and transport a wide range of goods while increasing overall productivity and profitability. Serving industrial and commercial markets, Akro-Mils products range from AkroBins ® — the industry's leading small parts bins — to Super-Size AkroBins, metal panel and bin hanging systems, metal storage cabinet and bin systems, wire shelving systems, plastic and metal transport carts and a wide variety of custom storage and transport products. Akro-Mils products deliver storage and organization solutions in a wide variety of applications, from creating assembly line workstations to organizing medical supplies and retail displays. Emphasis is placed on product bundling and customizing systems to create specific storage and organization configurations for customers' operations.

Jamco Products is well established in industrial and commercial markets with its wide selection of welded steel service carts, platform trucks, mobile work centers, racks and cabinets for plastic bins, safety cabinets, medical cylinder carts and more. Jamco Products' strong product offering, relationships with industrial distributors and reputation for quality and service complements Myers Industries' existing Material Handling businesses.

Ameri-Kart is an industry leading manufacturer and thermoformer of rotational-molded water, fuel and waste handling tanks, plastic trim and interior parts used in the production of seat components, consoles, and other applications throughout the recreational vehicle, marine, and industrial markets. In addition to standard marine parts, Ameri-Kart is well respected within the marine market for its patented Enviro-Fill ® overfill prevention system ("OPS") technology and is the industry's only turnkey provider of an integrated, Environmental Protection Agency ("EPA")-compliant marine fuel tank and patented Enviro-Fill diurnal system.

Scepter is a leading producer of portable plastic fuel containers, portable marine fuel tanks and water containers, ammunition containers and storage totes. Scepter was the first provider of Jerry Cans to North America which offer safe, reliable transportation and storage of fuel for the consumer market. Scepter also manufactures a variety of molded products for military applications from high quality containers to safely store and transport large caliber ammunition, to military specified portable fuel and water canisters. Scepter's in-house product engineering and state of the art mold capabilities complements Myers Industries' Material Handling Segment through an increased product offering and global reach.

Distribution Segment

Our Distribution Segment includes the **Myers Tire Supply ®** , **Myers Tire Supply International ™** and **Patch Rubber Company ®** brands. Within the Distribution Segment we source and manufacture top of the line products for the tire, wheel and undervehicle service industry.

Myers Tire Supply is the largest U.S. distributor and single source for tire, wheel and undervehicle service tools, equipment and supplies. We buy and sell over 10,000 different items — everything that professionals need to service passenger, truck and off-road tires, wheels and related components. Independent tire dealers, mass merchandisers, commercial auto and truck fleets, auto dealerships, tire retreaders and general repair facilities rely on our broad product selection, rapid availability and personal service to be more productive and profitably grow their business. Myers Tire Supply International further distributes these product offerings in Central America, through its branch offices, and to other foreign countries, through its U.S. export business.

While the needs and composition of our distribution markets constantly change, we adapt and deliver new products and services that are crucial to our customers' success. The new product pipeline is driven by a thorough understanding of the market and its customers' needs. Myers Tire Supply in turn works closely with its suppliers to develop innovative products and services to meet these needs.

Patch Rubber Company manufactures one of the most comprehensive lines of tire repair and retreading products in th e United States. Service professionals rely on our extensive product selection and quality for safe, cost-effective repairs to passenger, truck and off-road tires. Products include the plug that fills a puncture, the cement that seals the plug, the tire in nerliner patch and the final sealing compound. Patch brand repair products maintain a strong position in the tire service markets including sales through the Myers Tire Supply sales network. Patch Rubber also employs its rubber calendering and compounding expertise to create a diverse portfolio of products outside of the tire repair market, such as reflective highway marking tapes. Our rubber-based tape and symbols provide the durability and brightness that construction professionals demand to replace pain t for marking road repair, intersections and hazardous areas. Compared with traditional highway paint, the tape stock is easier to apply, more reflective and longer lasting.

Raw Materials & Suppliers

The Company purchases substantially all of its raw materials from a wide range of third-party suppliers. These materials are primarily polyethylene, polypropylene, and polystyrene plastic resins, all used within the Material Handling Segment, as well as synthetic and natural rubber. Most raw materials are commodity products and available from several domestic suppliers. We believe that the loss of any one supplier or group of suppliers would not have a material adverse effect on our business.

Our Distribution Segment purchases substantially all of its components from third-party suppliers and has multiple sources for its products.

Competition

Competition in our Material Handling Segment is substantial and varied in form and size from manufacturers of similar products and of other products which can be substituted for those produced by the Company. In general, most direct competitors with the Company’s brands are private entities. Myers Industries maintains strong brand presence and market positions in the niche sectors of the markets it serves. The Company does not command substantial, overall market presence in the broad market sectors.

Competition in our Distribution Segment is generally comprised of small companies, regional players and national auto parts chains where product offerings may overlap. Within the overall tire, wheel and undervehicle service market, Myers Industries is the largest U.S. distributor of tools, equipment and supplies offered based on national coverage.

Customer Dependence

In 2018, 2017 and 2016, there were no customers that accounted for more than ten percent of total net sales from continuing operations. Myers Industries serves thousands of customers who demand value through product selection, innovation, quality, delivery and responsive personal service. Our brands foster satisfied, loyal customers who have recognized our performance through numerous supplier quality awards.

Employees

As of December 31, 2018, Myers Industries had a total of approximately 1,800 full-time and part-time employees. Of these, approximately 1,240 were employed in the Company’s Material Handling Segment and the Distribution Segment employed approximately 510. The Company’s corporate offices had approximately 50 employees.

As of December 31, 2018, the Company had approximately 140 employees represented by a labor union. The collective bargaining agreement between us and the labor union expires June 2019. We consider our relationship with our employees generally to be satisfactory.

Backlog

The backlog of orders for our operations is estimated to have been approximately $47 million at December 31, 2018 and approximately $54 million at December 31, 2017. Generally, our lead time between customer order and product delivery is less than 90 days, and thus our estimated backlog is substantially expected to be delivered within the succeeding three months. During periods of shorter lead times, backlog may not be a meaningful indicator of future sales. Accordingly, we do not believe our backlog data and comparisons thereof, as of different dates, reliably indicate future sales or shipments.

Available Information

Filings with the SEC. As a public company, we regularly file reports and proxy statements with the Securities and Exchange Commission ("SEC"), such as:

- annual reports on Form 10-K;
- quarterly reports on Form 10-Q;
- current reports on Form 8-K; and
- proxy statements on Schedule 14A.

The SEC maintains an internet website that contains our reports, proxy and information statements, and our other SEC filings; the address of that site is http://www.sec.gov.

We make our SEC filings available free of charge on our own internet site as soon as reasonably practicable after we have filed with the SEC. Our internet address is http://www.myersindustries.com. The content on the Company's website is available for informational purposes only and is not incorporated by reference into this Form 10-K.

Corporate Governance. We have a Code of Business Conduct for our employees and members of our Board of Directors. A copy of this Code is posted on our website in the section titled "Investor Relations". We will satisfy any disclosure requirement under Item 5.05 of Form 8-K regarding an amendment to, or waiver from, any provision of this Code with respect to our executive officers or directors by disclosing the nature of that amendment or waiver.

Our website also contains additional information about our corporate governance policies, including the charters of our standing board committees. Any of these items are available in print to any shareholder who requests them. Requests should be sent to Corporate Secretary, Myers Industries, Inc., 1293 S. Main Street, Akron, Ohio 44301.

ITEM 1A. Risk Factors

This Form 10-K and the information we are incorporating by reference contains "forward-looking statements" within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995, including information regarding the Company's financial outlook, future plans, objectives, business prospects and anticipated financial performance. You can identify forward-looking statements by words such as "will," "believe," "anticipate," "expect," "estimate," "intend," "plan," or variations of these words, or similar expressions. These forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on our current beliefs, expectations and assumptions regarding the future of our business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, these statements inherently involve a wide range of inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of our control. The Company's actual actions, results, and financial condition may differ materially from what is expressed or implied by the forward-looking statements. Specific factors that could cause such a difference include those set forth below and other important factors disclosed previously and from time to time in our other filings with the Securities and Exchange Commission. Given these factors, as well as other variables that may affect our operating results, you should not rely on forward-looking statements, assume that past financial performance will be a reliable indicator of future performance, nor use historical trends to anticipate results or trends in future periods. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date thereof. We expressly disclaim any obligation or intention to provide updates to the forward-looking statements and the estimates and assumptions associated with them.

Risks and uncertainties that could cause actual results to differ materially from those expressed or implied in the applicable statements include, but are not limited to:

Any significant increase in the cost of raw materials or disruption in the availability of raw materials could adversely affect our performance.

Our ability to manage our cost structure can be adversely affected by movements in commodity and other raw material prices. Our primary raw materials include plastic resins, colorants and natural and synthetic rubbers. Plastic resins in particular are subject to substantial short term price fluctuations, including those arising from supply shortages and changes in the price of natural gas, crude oil and other petrochemical intermediates from which resins are produced, as well as other factors. Over the past several years, we have at times experienced rapidly increasing resin prices. The Company's revenue and profitability may be materially and adversely affected by these price fluctuations.

Market conditions may limit our ability to raise selling prices to offset increases in our raw material input costs. If we are unsuccessful in developing ways to mitigate raw material cost increases, we may not be able to improve productivity or realize our ongoing cost reduction programs sufficiently to help offset the impact of these increased raw material costs. As a result, higher raw material costs could result in declining margins and operating results.

Changes in raw material availability may also occur due to events beyond our control, including natural disasters such as floods, tornadoes and hurricanes. Our specific molding technologies and/or product specifications can limit our ability to locate alternative suppliers to produce certain products.

Changes in trade policies could result in new tariffs or other restrictions on products, components or raw materials sourced, directly or indirectly, from foreign countries, which could increase raw material costs and adversely impact profitability. However, as the Company has limited foreign operations and sources the majority of its raw materials domestically, we do not believe any new tariffs would have a material impact on our operations. Additionally, the Company believes that any impact can be mitigated through increases in price or sourcing through an alternate supply chain.

We may incur inherent risks and may not achieve anticipated benefits associated with our strategic growth initiatives.

Our growth initiatives include:

- Internal growth driven by strong brands and new product innovation;
- Development of new, high-growth markets and expansion in existing niche markets;
- Strengthened customer relationships through value-added initiatives and key product partnerships;
- Investments in new technology and processes to reinforce market strength and capabilities in key business groups;
- Consolidation and rationalization activities to further reduce costs and improve productivity within our manufacturing and distribution footprint;
- An opportunistic and disciplined approach to strategic acquisitions to accelerate growth in our market positions; and
- Potential divestitures of businesses with non-strategic products or markets.

While this is a continuous process, all of these activities and initiatives have inherent risks and there remain significant challenges and uncertainties, including economic and general business conditions that could limit our ability to achieve anticipated benefits associated with announced strategic initiatives and affect our financial results. We may not achieve any or all of these goals and are unable to predict whether these initiatives will produce significant revenues or profits.

We may not realize the improved operating results that we anticipate from past acquisitions or from acquisitions we may make in the future and we may experience difficulties in integrating the acquired businesses or may inherit significant liabilities related to such businesses.

We explore opportunities to acquire businesses that we believe are related to the execution of the Company's long-term strategy, with a focus on, among other things, asset light business models, flexible operations, and penetration of niche markets. Some of these acquisitions may be material to us. We expect such acquisitions will produce operating results consistent with our other operations and fit within our strategic goals; however, we may be unable to achieve the benefits expected to be realized from our acquisitions. In addition, we may incur additional costs and our management's attention may be diverted because of unforeseen expenses, difficulties, complications, delays and other risks inherent in acquiring businesses, including the following:

- We may have difficulty integrating the acquired businesses as planned, which may include integration of systems of internal controls over financial reporting and other financial and administrative functions;
- We may have delays in realizing the benefits of our strategies for an acquired business;
- The increasing demands on our operational systems and integration costs, including diversion of management's time and attention, may be greater than anticipated;
- We may not be able to retain key employees necessary to continue the operations of an acquired business;
- Acquisition costs may be met with cash or debt, increasing the risk that we will be unable to satisfy current financial obligations; and
- Acquired companies may have unknown liabilities that could require us to spend significant amounts of additional capital.

Our results of operations and financial condition could be adversely affected by a downturn in the United States economy or the global markets.

We operate in a wide range of regions, primarily North America and Central America, and, until the divesture of our Brazil Business in the fourth quarter of 2017, South America. Additionally, some of our end markets are cyclical, and some of our products are a capital expense for our customers. Worldwide and regional business and political conditions and overall strength of the worldwide, regional and local economies, including changes in the economic conditions of the broader markets and in our individual niche markets, could have an adverse effect on one or both of our operating segments.

We operate in a very competitive business environment, which could affect our financial condition and results of operations.

Both of our segments participate in markets that are highly competitive. We compete primarily on the basis of product quality, product performance, value, and supply chain competency. Our competitive success also depends on our ability to maintain strong brands, customer relationships and the belief that customers will need our products and services to meet their growth requirements. The development and maintenance of such brands requires continuous investment in brand building, marketing initiatives and advertising. The competition that we face in all of our markets — which varies depending on the particular business segment, product lines and customers — may prevent us from achieving sales, product pricing and income goals, which could affect our financial condition and results of operations.

Our operations depend on our ability to maintain continuous, uninterrupted production at our manufacturing facilities, which are subject to physical and other risks that could disrupt production.

We are subject to inherent risks in our diverse manufacturing and distribution activities, including, but not limited to: product quality, safety, licensing requirements and other regulatory issues, environmental events, loss or impairment of key manufacturing or distribution sites, disruptions in logistics and transportation services, labor disputes and industrial accidents. While we maintain insurance covering our manufacturing and production facilities, including business interruption insurance, a catastrophic loss of the use of all or a portion of our facilities due to accident, fire, explosion, or natural disaster, whether short or long-term, could have a material adverse effect on our business, financial condition and results of operations.

Unexpected failures of our equipment and machinery may also result in production delays, revenue loss and significant repair costs, as well as injuries to our employees. Any interruption in production capability may require us to make large capital expenditures to remedy the situation, which could have a negative impact on our profitability and cash flows. Our business interruption insurance may not be sufficient to offset the lost revenues or increased costs that we may experience during a disruption of our operations. A temporary or long-term business disruption could result in a permanent loss of customers. If this were to occur, our future sales levels, and therefore our profitability, could be materially adversely affected.

We derive a portion of our revenues from direct and indirect sales outside the United States and are subject to the risks of doing business in foreign countries.

We currently operate manufacturing, sales and service facilities outside of the United States, particularly in Canada and Central America. For the year ended December 31, 2018, international net sales accounted for approximately 9% of our total net sales from continuing operations. Accordingly, we are subject to risks associated with operations in foreign countries, including:

- Fluctuations in currency exchange rates;
- Limitations on the remittance of dividends and other payments by foreign subsidiaries;
- Limitations on foreign investment;
- Additional costs of compliance with local regulations; and
- In certain countries, higher rates of inflation than in the United States.

In addition, our operations outside the United States are subject to the risk of new and different legal and regulatory requirements in local jurisdictions, potential difficulties in staffing and managing local operations and potentially adverse tax consequences. The costs related to our international operations could adversely affect our operations and financial results in the future.

Our future performance depends in part on our ability to develop and market new products if there are changes in technology, regulatory requirements or competitive processes.

Changes in technology, regulatory requirements and competitive processes may render certain products obsolete or less attractive. Our performance in the future will depend in part on our ability to develop and market new products that will gain customer acceptance and loyalty, as well as our ability to adapt our product offerings and control our costs to meet changing market conditions. Our operating performance would be adversely affected if we were to incur delays in developing new products or if such products did not gain market acceptance. There can be no assurance that existing or future products will be sufficiently successful to enable us to effectively compete in our markets or, should new product offerings meet with significant customer acceptance, that one or more current or future competitors will not introduce products that render our products noncompetitive.

We may not be successful in protecting our intellectual property rights, including our unpatented proprietary know-how and trade secrets, or in avoiding claims that we infringed on the intellectual property rights of others.

In addition to relying on patent and trademark rights, we rely on unpatented proprietary know-how and trade secrets and employ various methods, including confidentiality agreements with employees and consultants, to protect our know-how and trade secrets. However, these methods and our patents and trademarks may not afford complete protection and there can be no assurance that others will not independently develop the know-how and trade secrets or develop better production methods than us. Further, we may not be able to deter current and former employees, contractors and other parties from breaching confidentiality agreements and misappropriating proprietary information and it is possible that third parties may copy or otherwise obtain and use our information and proprietary technology without authorization or otherwise infringe on our intellectual property rights. Additionally, in the future we may license patents, trademarks, trade secrets and similar proprietary rights to third parties. While we attempt to ensure that our intellectual property and similar proprietary rights are protected when entering into business relationships, third parties may take actions that could materially and adversely affect our rights or the value of our intellectual property, similar proprietary rights or reputation. In the future, we may also rely on litigation to enforce our intellectual property rights and contractual rights and, if not successful, we may not be able to protect the value of our intellectual property. Furthermore, no assurance can be given that we will not be subject to claims asserting the infringement of the intellectual property rights of third parties seeking damages, the payment of royalties or licensing fees and/or injunctions against the sale of our products. Any litigation could be protracted and costly and could have a material adverse effect on our business and results of operations regardless of its outcome.

If we are unable to maintain access to credit financing, our business may be adversely affected.

The Company’s ability to make payments and to refinance our indebtedness, fund planned capital expenditures, finance acquisitions and pay dividends will depend on our ability to generate cash in the future and retain access to credit financing. This, to some extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

We cannot provide assurance that our business will generate sufficient cash flow from operating activities or that future borrowings will be available to us under our credit facilities in amounts sufficient to enable us to service debt, make necessary capital expenditures or fund other liquidity needs. We may need to refinance all or a portion of our indebtedness, on or before maturity. We cannot be sure that we would be able to refinance any of our indebtedness on commercially reasonable terms or at all.

The credit facilities contain restrictive covenants and cross default provisions that require us to maintain specified financial ratios. The Company’s ability to satisfy those financial ratios can be affected by events beyond our control, and we cannot be assured we will satisfy those ratios. A breach of any of those financial ratio covenants or other covenants could result in a default. Upon the occurrence of an event of default, the lenders could elect to declare the applicable outstanding indebtedness due immediately and payable and terminate all commitments to extend further credit. We cannot be sure that our lenders would waive a default or that we could pay the indebtedness in full if it were accelerated.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results. As a result, current and potential shareholders could lose confidence in our financial reporting, which would harm our business and the trading price of our common stock.

Internal control systems are intended to provide reasonable assurance regarding the preparation and fair presentation of published financial statements. Any failure to maintain effective controls or implement required new or improved controls could cause us to fail to meet our periodic reporting obligations or result in material misstatements in our consolidated financial statements, and substantial costs and resources may be required to rectify these internal control deficiencies. If we have an internal control deficiency and our remedial measures are insufficient, material weaknesses or significant deficiencies in our internal control over financial reporting could be discovered or occur in the future, and our consolidated financial statements may contain material misstatements. See Item 9A – Controls and Procedures for further discussion.

We may be subject to risks relating to our information technology systems.

We rely on information technology systems to process, transmit and store electronic information and manage and operate our business. Such systems are vulnerable to damage or interruption from natural disasters, power loss, telecommunication failures, computer viruses, computer denial-of-service attacks, unauthorized intrusion, and other events, any of which could interrupt our business operations. While we have implemented security measures designed to prevent and mitigate the risk of breaches, information security risks have generally increased in recent years because of the proliferation of new technologies and the increased sophistication and activities of perpetrators of cyber-attacks. A failure in or a breach of security could expose us and our customers and suppliers to risks of misuse of confidential information, manipulation and destruction of data, production downtimes and operations disruptions, which in turn could negatively affect our reputation, competitive position, business, results of operations or cash flows. Furthermore, because the techniques used to carry out cyber-attacks change frequently and in many instances are not recognized until after they are used against a target, we may be unable to anticipate these changes or implement adequate preventative measures.

Future claims, litigation and regulatory actions could adversely affect our financial condition and our ability to conduct our business.

The nature of our business exposes us, from time to time, to breach of contract, warranty or recall claims, or claims for negligence, product liability, strict liability, personal injury or property damage claims. While we strive to ensure that our products comply with applicable government regulatory standards and internal requirements and that our products perform effectively and safely, customers from time to time could claim that our products do not meet contractual requirements, and users could be harmed by use or misuse of our products. This could give rise to breach of contract, warranty or recall claims, or claims for negligence, product liability, strict liability, personal injury or property damage. Such claims can be expensive to defend and may divert the attention of management for significant time periods. While we currently maintain what we believe to be a suitable and adequate product liability insurance, product liability insurance coverage may not be available or adequate in all circumstances and such claims may increase the cost of such insurance coverage. In addition, claims may arise related to patent infringement, environmental liabilities, distributor terminations, commercial contracts, antitrust or competition law, employment law and employee benefits issues and other regulatory matters. While we have in place processes and policies to mitigate these risks and to investigate and address such claims as they arise, we cannot predict the underlying costs to defend or resolve such claims.

Current and future environmental and other governmental laws and requirements could adversely affect our financial condition and our ability to conduct our business.

Our operations are subject to federal, state, local and foreign environmental laws and regulations that impose limitations on the discharge of pollutants into the air and water and establish standards for the handling, use, treatment, storage and disposal of, or exposure to, hazardous wastes and other materials and require clean-up of contaminated sites. Some of these laws and regulations require us to obtain permits, which contain terms and conditions that impose limitations on our ability to emit and discharge hazardous materials into the environment and periodically may be subject to modification, renewal and revocation by issuing authorities. Fines, penalties and other civil or criminal sanctions may be imposed for non-compliance with applicable environmental laws and regulations and the failure to have or to comply with the terms and conditions of required permits. Certain environmental laws in the United States, such as the federal Comprehensive Environmental Response, Compensation and Liability act of 1980, as amended, 42 U.S.C. §§ 9601 et seq. ("CERCLA" or "Superfund law") and similar state laws, impose liability for the cost of investigation or remediation of contaminated sites upon the current or, in some cases, the former site owners or operators (or their predecessor entities) and upon parties who arranged for the disposal of wastes or transported or sent those wastes to an off-site facility for treatment or disposal, regardless of when the release of hazardous substances occurred or the lawfulness of the activities giving rise to the release. Such liability can be imposed without regard to fault and, under certain circumstances, can be joint and several, resulting in one party being held responsible for the entire obligation.

While we have not been required historically to make significant capital expenditures in order to comply with applicable environmental laws and regulations, we cannot predict with any certainty our future capital expenditure requirements because of continually changing compliance standards and environmental technology. Furthermore, violations or contaminated sites that we do not know about, including contamination caused by prior owners and operators of such sites, or at sites formerly owned or operated by us or our predecessors in connection with discontinued operations, could result in additional compliance or remediation costs or other liabilities, which could be material.

As more fully described in Item 3, "Legal Proceedings" below, we are a potentially responsible party ("PRP") in an environmental proceeding and remediation matter in which substantial amounts may be involved. It is possible that adjustments to reserved expenses will be necessary as new information is obtained, including after preparation and EPA approval of the work plan for the remedial investigation and feasibility study ("RI/FS"), which is anticipated to occur in the first half of 2019. Estimates of the Company's liability are based on current facts, laws, regulations and technology. Estimates of the Company's environmental liabilities are further subject to uncertainties regarding the nature and extent of site contamination, the range of remediation alternatives available, evolving remediation standards, imprecise engineering evaluation and cost estimates, the extent of remedial actions that may be required, the extent of oversight by the EPA, the number and financial condition of other PRPs that may be named as well as the extent of their responsibility for the remediation, and the availability of insurance coverage for these expenses. At this time, we have not accrued for such remediation costs as we are unable to estimate the liability at this time. Additionally, we are party to a consent decree regarding another location pursuant to which we are required to contribute to the costs of the remediation project.

We have limited insurance coverage for potential environmental liabilities associated with historic and current operations and we do not anticipate increasing such coverage in the future. We may also assume significant environmental liabilities in acquisitions. Such costs or liabilities could adversely affect our financial situation and our ability to conduct our business.

Environmental regulations specific to plastic products and containers could adversely affect our ability to conduct our business.

Federal, state, local and foreign governments could enact laws or regulations concerning environmental matters that increase the cost of producing, or otherwise adversely affect the demand for, plastic products. Legislation that would prohibit, tax or restrict the sale or use of certain types of plastic and other containers, and would require diversion of solid wastes such as packaging materials from disposal in landfills, has been or may be introduced in the U.S. Congress, in state legislatures and other legislative bodies. While container legislation has been adopted in a few jurisdictions, similar legislation has been defeated in public referenda in several states, local elections and many state and local legislative sessions. There can be no assurance that future legislation or regulation would not have a material adverse effect on us. Furthermore, a decline in consumer preference for plastic products due to environmental considerations could have a negative effect on our business.

Our insurance coverage may be inadequate to protect against potential hazardous incidents to our business.

We maintain property, business interruption, product liability and casualty insurance coverage, but such insurance may not provide adequate coverage against potential claims, including losses resulting from war risks, terrorist acts or product liability claims relating to products we manufacture. Consistent with market conditions in the insurance industry, premiums and deductibles for some of our insurance policies have been increasing and may continue to increase in the future. In some instances, some types of insurance may become available only for reduced amounts of coverage, if at all. In addition, there can be no assurance that our insurers would not challenge coverage for certain claims. If we were to incur a significant liability for which we were not fully insured or that our insurers disputed, it could have a material adverse effect on our financial position, results of operations or cash flows.

Our business operations could be significantly disrupted if members of our senior management team were to leave.

Our success depends to a significant degree upon the continued contributions of our senior management team. Our senior management team has extensive marketing, sales, manufacturing, finance and engineering experience, and we believe that the depth of our management team is instrumental to our continued success. The loss of any of our key executive officers in the future could significantly impede our ability to successfully implement our business strategy, financial plans, expansion of services, marketing and other objectives.

Unforeseen future events may negatively impact our economic condition.

Future events may occur that would adversely affect the reported value of our assets. Such events may include, but are not limited to, strategic decisions made in response to changes in economic and competitive conditions, the impact of the economic environment on our customer base, a material adverse change in our relationship with significant customers, or natural disasters or other catastrophic events beyond our control. Any of these events may adversely affect our financial condition and results of operations.

Equity Ownership Concentration

Based solely on the Schedule 13D filed on September 13, 2018, by Gabelli Funds, LLC, GAMCO Asset Management Inc., MJG Associates, Inc., Gabelli & Company Investment Advisors, Inc., Teton Advisors, Inc., Gabelli Foundation, Inc., GGCP, Inc., and GAMCO Investors, Inc., (collectively, the “Gamco Group”), for which the Company disclaims any responsibility, beneficially owned 7,162,114 shares of our common stock, which represented approximately 20% of the 35,351,248 shares outstanding as reported in our Form 10-Q for the quarterly period ended September 30, 2018. Combined, these parties may have sufficient voting power to influence actions requiring the approval of our shareholders.

Changes in laws and regulations may have an adverse impact on our operations.

Changes in laws and regulations and approvals and decisions of courts, regulators, and governmental bodies on any legal claims known or unknown, could have an adverse effect on the Company’s financial results. Additionally, changes in tax laws or new guidance issued by the U.S. Treasury Department, the IRS, and other standard-setting bodies could impact our future effective tax rate and may result in a material adverse effect on our business, financial condition, results of operations, or cash flows.

ITEM 1B. Unresolved Staff Comments

None.

ITEM 2. Pr operties

The following table sets forth certain information with respect to properties owned by the Company as of December 31, 2018:

Location	Approximate Floor Space (Square Feet)	Approximate Land Area (Acres)	Use
	Distribution		
Akron, Ohio	129,000	8	Headquarters and distribution center
Akron, Ohio	67,000	5	Administration and warehousing
Wadsworth, Ohio	125,000	12	Distribution center
	Manufacturing		
Miami, Oklahoma	330,000	16	Manufacturing and distribution
Sandusky, Ohio *	305,000	8	Manufacturing and distribution
Springfield, Missouri	227,000	19	Manufacturing and distribution
Wadsworth, Ohio	197,000	23	Manufacturing and distribution
Bristol, Indiana	185,000	12	Manufacturing and distribution
Roanoke Rapids, North Carolina	172,000	20	Manufacturing and distribution
Scarborough, Ontario	170,000	8	Manufacturing and distribution

* Facility ceased operations in March 2018.

The following table sets forth certain information with respect to facilities leased by the Company as of December 31, 2018:

Manufacturing & Distribution

Location	Approximate Floor Space (Square Feet)	Expiration Date of Lease	Use
Cassopolis, Michigan	210,000	October 31, 2023	Manufacturing and distribution
South Beloit, Illinois	160,000	September 30, 2020	Manufacturing and distribution
Springfield, Missouri	70,000	October 31, 2019	Warehousing
Southaven, Mississippi	56,000	September 30, 2023	Distribution center
Salt Lake City, Utah	30,000	October 31, 2023	Distribution center
Milford, Ohio	22,000	Month to Month	Administration and sales
Milford, Ohio	12,000	December 31, 2023	Administration and sales
Pomona, California	18,000	February 28, 2028	Sales and distribution center

The Company also leases facilities for its sales offices and sales branches in the United States and Central America which, in the aggregate, amount to approximately 35,000 square feet of warehouse and office space. All of these locations are used by the Distribution Segment.

The Company believes that all of its properties, machinery and equipment generally are well maintained and adequate for the purposes for which they are used.

ITEM 3. Legal Proceedings

The Company is a defendant in various lawsuits and a party to various other legal proceedings, in the ordinary course of business, some of which are covered in whole or in part by insurance. When a loss arising from these matters is probable and can reasonably be estimated, we record the amount of the estimated loss, or the minimum estimated liability when the loss is estimated using a range, and no point within the range is more probable of occurrence than another. As additional information becomes available, any potential liability related to these matters will be assessed and the estimates will be revised, if necessary.

Based on current available information, management believes that the ultimate outcome of these matters, including those described below, will not have a material adverse effect on our financial position, cash flows or overall trends in our results of operations. However, these matters are subject to inherent uncertainties, and unfavorable rulings could occur. If an unfavorable ruling were to occur, there exists the possibility of a material adverse impact on the financial position and results of operations of the period in which the ruling occurs, or in future periods.

New Idria Mercury Mine

In September 2015, the U.S. Environmental Protection Agency ("EPA") informed a subsidiary of the Company, Buckhorn, Inc. ("Buckhorn") via a notice letter and related documents (the "Notice Letter") that it considers Buckhorn to be a potentially responsible party ("PRP") in connection with the New Idria Mercury Mine site ("New Idria Mine"). New Idria Mining & Chemical Company ("NIMCC"), which owned and/or operated the New Idria Mine through 1976, was merged into Buckhorn Metal Products Inc. in 1981, which was subsequently acquired by Myers Industries in 1987. As a result of the EPA Notice Letter, Buckhorn and the Company engaged in negotiations with the EPA with respect to a draft Administrative Order of Consent ("AOC") proposed by the EPA for the Remedial Investigation/Feasibility Study ("RI/FS") to determine the extent of remediation necessary and the screening of alternatives.

During the fourth quarter of 2018, the Company and the EPA finalized the AOC and related Statement of Work ("SOW") with regards to the New Idria Mine. The AOC is effective as of November 27, 2018, the date that it was executed by the EPA. The AOC and accompanying SOW document the terms, conditions and procedures for the Company's performance of the RI/FS. In addition, the AOC requires the Company to provide $2 million of financial assurance to the EPA during the estimated three year life of the RI/FS. In January 2019, the Company provided this assurance as a letter of credit. The AOC also includes provisions for payment by the Company of the EPA's costs of oversight of the RI/FS, including a prepayment in the amount of $0.2 million, which was paid in January 2019.

Since October 2011, when New Idria was added to the Superfund National Priorities List by the EPA, the Company has recognized $5.9 million of costs, of which approximately $2.5 million has been paid to date. These costs are comprised primarily of negotiation of the AOC, identification of possible insurance resources and other PRPs, estimates to perform the RI/FS, EPA oversight fees, past cost claims made by the EPA, periodic monitoring, and responses to unilateral administrative orders issued by the EPA. Expenses of $0.2 million, $1.3 million, and $1.0 million were recorded in the years ended December 31, 2018, 2017, and 2016, respectively.

As of December 31, 2018, the Company has a total reserve of $3.4 million related to the New Idria Mine.

It is possible that adjustments to the aforementioned reserves will be necessary as new information is obtained, including after preparation and EPA approval of the work plan for the RI/FS, which is anticipated to occur in the first half of 2019. Estimates of the Company's liability are based on current facts, laws, regulations and technology. Estimates of the Company's environmental liabilities are further subject to uncertainties regarding the nature and extent of site contamination, the range of remediation alternatives available, evolving remediation standards, imprecise engineering evaluation and cost estimates, the extent of remedial actions that may be required, the extent of oversight by the EPA, the number and financial condition of other PRPs that may be named as well as the extent of their responsibility for the remediation, and the availability of insurance coverage for these expenses.

At this time, we have not accrued for remediation costs in connection with this site as we are unable to estimate the liability, given the circumstances referred to above, including the fact that the final remediation strategy has not yet been determined.

New Almaden Mine (formerly referred to as Guadalupe River Watershed)

A number of parties, including the Company and its subsidiary, Buckhorn (as successor to NIMCC), were alleged by trustee agencies of the United States and the State of California to be responsible for natural resource damages due to environmental contamination of areas comprising the historical New Almaden mercury mines located in the Guadalupe River Watershed region in Santa Clara County, California ("County"). In 2005, Buckhorn and the Company, without admitting liability or chain of ownership of NIMCC, resolved the trustees' claim against them through a consent decree that required them to contribute financially to the implementation by the County of an environmentally beneficial project within the impacted area. Buckhorn and the Company negotiated an agreement with the County, whereby Buckhorn and the Company agreed to reimburse one-half of the County's costs of implementing the project, originally estimated to be approximately $1.6 million. As a result, in 2005, the Company recognized expense of $0.8 million representing its s hare of the initial estimated project costs, of which approximately $0.5 million has been paid to date. In April 2016, the Company was notified by the County that the original cost estimate may no longer be appropriate due to expanded scope and increased c osts of construction, and provided a revised estimate of between $3.3 million and $4.4 million. T he Company completed a detailed review of the support provided by the County for their revised estimate, and as a result, recognized additional expense of $1. 2 million in 2016. As of December 31, 2018, the Company has a total reserve of $1.5 million related to the New Almaden Mine.

The project has not yet been implemented though significant work on design and planning has been performed. The Company is currently awaiting notice from Santa Clara County on the expected timing of fieldwork to commence. As work on the project occurs, it is possible that adjustments to the aforementioned reserves will be necessary to reflect new information. In addition, the Company may have claims against and defenses to claims by the County under the 2005 agreement that could reduce or offset its obligation for reimbursement of some of these potential additional costs. With the assistance of environmental consultants, the Company will closely monitor this matter and will continue to assess its reserves as additional information becomes available.

Lawn and Garden Indemnification Claim

In connection with the sale of the Lawn and Garden business, as described in Note 5, the Company received Notices of Indemnification Claims in April 2015 and July 2016 (collectively, the "Claims"), alleging breaches of certain representations and warranties under the agreement resulting in alleged losses in the amount of approximately $10 million. As described in Note 5, approximately $8.6 million of the sale proceeds that were placed in escrow were due to be settled in August 2016; however, the release of these funds had been extended pending the resolution of the Claims, which were the subject of a lawsuit in the Delaware Chancery Court.

In April 2018, the Company reached agreement on the material terms of a settlement, and as a result, recorded a pre-tax charge of $1.225 million to discontinued operations in 2018. The settlement agreement was finalized in May 2018, and the settlement amount was funded from the escrow account. In addition, upon settlement and release of any further obligation on behalf of the Company, the remaining $7.4 million was released from escrow to the Company.

Patent Infringement

On December 11, 2018, No Spill Inc. filed suit against Scepter Manufacturing LLC and Scepter Corporation (collectively "Scepter") in the United States District Court for the District of Kansas asserting infringement of two patents, breach of contract, and trade dress claims in relation to plastic gasoline containers Scepter manufactures and sells in the United States. On December 31, 2018, the parties filed a waiver of service and extension of time to file a response to the complaint. The response to the complaint is due on March 28, 2019. A schedule in the case has not yet issued. Scepter intends to defend itself vigorously in this matter. Due to the inherent uncertainties of litigation, the Company cannot accurately predict the ultimate outcome of this matter, and is unable at this time to determine whether the outcome of the litigation will have a material impact on its results of operations, financial condition, or cash flows. Accordingly, the Company has not currently recorded any reserves for this matter.

EXECUTIVE OFFICERS OF THE REGISTRANT

Set forth below is certain information concerning the executive officers of the Registrant as of December 31, 2018. Executive officers are appointed annually by the Board of Directors.

Name	Age	Title
R. David Banyard	50	President and Chief Executive Officer
Kevin L. Brackman	46	Executive Vice President and Chief Financial Officer
Andrean R. Horton	44	Executive Vice President, Chief Legal Officer and Secretary

Mr. Banyard, President and Chief Executive Officer, was appointed to his current position on December 7, 2015. Formerly, Mr. Banyard served as the Group President, Fluid Handling Technologies at Roper Technologies where he led a diverse portfolio of companies serving a wide array of end markets. Prior to that, Mr. Banyard was with Danaher Corporation, where he held successive leadership roles during his six year tenure culminating with his leadership of the Vehicle Systems business unit of Kollmorgen, based in Stockholm, Sweden.

Mr. Brackman, Executive Vice President and Chief Financial Officer, was appointed to his current position on December 11, 2018. Previously, he served as Vice President and Chief Accounting Officer since March 2, 2017 and prior to that served as Vice President, Corporate Controller, since joining the Company in March 2015; he also acted as Interim Chief Financial Officer and Corporate Secretary from March 18, 2016 until December 1, 2016. Prior to that, Mr. Brackman was with Ingersoll-Rand, where he held various finance leadership roles.

Ms. Horton, Executive Vice President, Chief Legal Officer and Secretary, was appointed to her current position on October 8, 2018. Previously, Ms. Horton was with A. Schulman, Inc., where she held various legal positions, including Executive Vice President, Chief Legal Officer and Secretary. Prior to that, Ms. Horton held various leadership roles, including Vice President, Legal & Regulatory Compliance, with YRC Worldwide, Inc. and General Counsel & Corporate Secretary, at The Bartech Group, Inc.

PART II

ITEM 5. Market for Registrant's Common Stock and Related Stockholder Matters and Issuer Purchases of Equity Securities

The Company's common stock is traded on the New York Stock Exchange under the symbol MYE. The approximate number of shareholders of record at December 31, 2018 was 1,010. Dividends for the last two years were:

Quarter Ended	2018	2017
March 31	$ 0.135	$ 0.135
June 30	0.135	0.135
September 30	0.135	0.135
December 31	0.135	0.135

Purchases of equity securities by the issuer

The following table presents information regarding the Company's stock repurchase plan during the three months ended December 31, 2018.

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of the Publicly Announced Plans or Programs	Maximum number of Shares that may yet be Purchased Under the Plans or Programs (1)
10/1/18 to 10/31/18	—	$ —	5,547,665	2,452,335
11/1/18 to 11/30/18	—	—	5,547,665	2,452,335
12/1/18 to 12/31/18	—	—	5,547,665	2,452,335

(1) On July 11, 2013, the Board authorized the repurchase of up to an additional five million shares of the Company's common stock. This authorization was in addition to the 2011 Board authorized repurchase of up to five million shares. The Company completed the repurchase of approximately 2.0 million shares in 2011 pursuant to Rule 10b5-1 plans, which were adopted pursuant to the 2011 authorized share repurchase.

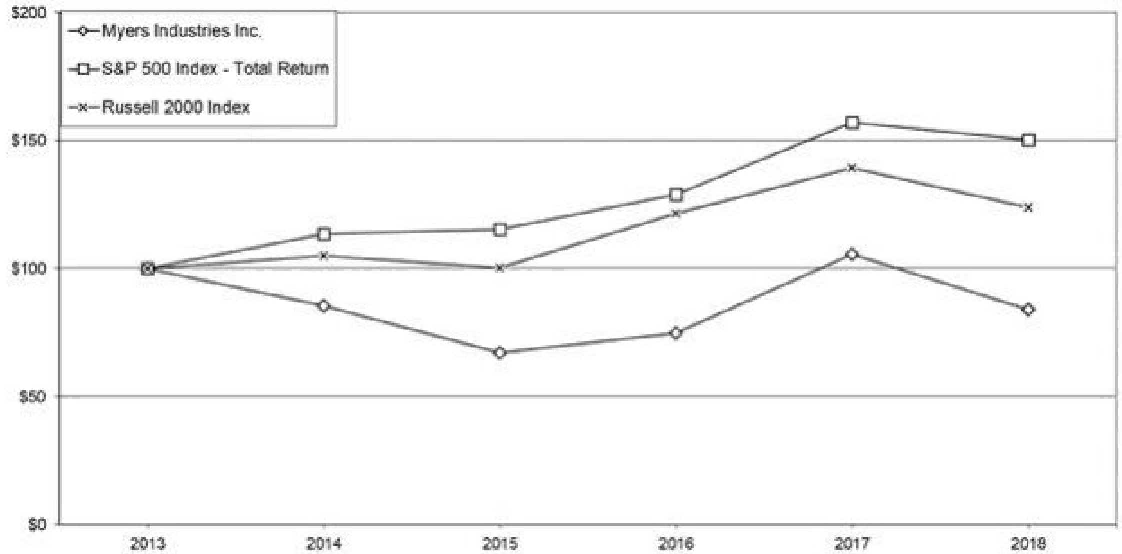
See Item 12 of this Form 10-K for the Equity Compensation Plan Information Table which is incorporated herein by reference.

Comparison of 5 Year Cumulative Total Return

Assumes Initial Investment of $100

December 31, 2018

The chart below compares the Company's cumulative total shareholder return for the five years ended December 31, 2018, to that of the Standard & Poor's 500 Index – Total Return and the Russell 2000 Index. In all cases, the information is presented on a dividend-reinvested basis and assumes investment of $100 on December 31, 2013.



	2013	2014	2015	2016	2017	2018
Myers Industries Inc.						
Annual Return %		(14.36)	(21.65)	11.74	40.72	(20.39)
Cum $	100.00	85.64	67.10	74.98	105.51	84.00
S&P 500 Index - Total Return						
Annual Return %		13.69	1.38	11.96	21.83	(4.38)
Cum $	100.00	113.69	115.26	129.05	157.22	150.33
Russell 2000 Index						
Annual Return %		4.89	(4.41)	21.31	14.65	(11.01)
Cum $	100.00	104.89	100.26	121.63	139.44	124.09

ITEM 6. Selected Financial Data

Thousands of Dollars, Except Per Share Data

	2018	2017	2016	2015	2014
Operations for the Year					
Net sales	$ 566,735	$ 547,043	$ 534,379	$ 571,020	$ 576,759
Cost of sales	387,442	389,590	372,481	395,158	419,575
Selling expenses	59,503	56,614	58,782	58,456	56,097
General and administrative expenses	79,832	78,889	73,797	82,333	73,938
(Gain) loss on disposal of fixed assets	(8)	(3,482)	628	556	(20)
Impairment charges	308	544	1,329	—	—
Other expenses	33,331	—	—	—	—
Loss on extinguishment of debt	—	1,888	—	—	—
Interest, net	4,938	7,292	8,643	9,009	8,570
Total costs and expenses	565,346	531,335	515,660	545,512	558,160
Income from continuing operations before income taxes	1,389	15,708	18,719	25,508	18,599
Income tax expense	3,037	4,864	7,395	8,037	5,680
Income (loss) from continuing operations	$ (1,648)	$ 10,844	$ 11,324	$ 17,471	$ 12,919
Income (loss) from discontinued operations, net of tax	$ (1,701)	$ (20,733)	$ (10,267)	$ 291	$ (21,600)
Net income (loss)	$ (3,349)	$ (9,889)	$ 1,057	$ 17,762	$ (8,681)
Net income (loss) per basic share from continuing operations	$ (0.05)	$ 0.36	$ 0.38	$ 0.57	$ 0.40
Net income (loss) per diluted share from continuing operations	$ (0.05)	$ 0.35	$ 0.38	$ 0.56	$ 0.40
Net income (loss) per basic share from discontinued operations	$ (0.05)	$ (0.69)	$ (0.35)	$ 0.01	$ (0.67)
Net income (loss) per diluted share from discontinued operations	$ (0.05)	$ (0.68)	$ (0.35)	$ 0.01	$ (0.67)
Net income (loss) per basic share	$ (0.10)	$ (0.33)	$ 0.03	$ 0.58	$ (0.27)
Net income (loss) per diluted share	$ (0.10)	$ (0.33)	$ 0.03	$ 0.57	$ (0.27)
Financial Position — At Year End					
Total assets (1)	$ 348,645	$ 355,942	$ 381,684	$ 429,024	$ 563,433
Current assets	182,855	150,012	141,151	154,541	285,441
Current liabilities	97,423	98,653	79,312	117,045	153,814
Working capital	85,432	51,359	61,839	37,496	131,627
Other assets (1)	95,060	122,026	134,267	151,982	154,365
Property, plant and equipment, net	65,460	83,904	106,266	122,501	123,627
Deferred income taxes (2)	5,270	—	—	—	—
Less:					
Long-term debt, less current portion (1)	76,790	151,036	189,522	191,881	235,029
Other long-term liabilities	19,794	8,236	9,452	13,543	15,851
Deferred income taxes (2)	—	4,265	10,365	8,852	12,168
Shareholders' Equity	154,638	93,752	93,033	97,703	146,571
Common Shares Outstanding	35,374,121	30,495,737	30,019,561	29,521,566	31,162,962
Book Value Per Common Share	$ 4.37	$ 3.07	$ 3.10	$ 3.31	$ 4.70
Other Data					
Dividends paid	$ 17,862	$ 16,341	$ 16,221	$ 16,675	$ 15,707
Dividends declared per Common Share	$ 0.54	$ 0.54	$ 0.54	$ 0.54	$ 0.52
Average Basic Common Shares Outstanding during the year	33,426,855	30,222,289	29,750,378	30,616,485	32,232,965

(1) Balances for 2014 and 2015 reflect the retrospective change to the balance sheet presentation of unamortized debt issuance costs in conjunction with the adoption of ASU 2015-03 in 2016. Under this guidance, unamortized debt issuance costs are to be presented as a reduction of the corresponding debt liability rather than a separate asset.

(2) Balances as of December 31, 2015 reflect the prospective change to the balance sheet presentation of deferred taxes in conjunction with the adoption of ASU 2015-17. Under this guidance, all deferred tax assets and liabilities are classified as long-term.

(3) Historical information has been adjusted to reflect discontinued operations presentation. See Note 5 to the consolidated financial statements.

ITEM 7. Management's Discussion and Analysis of Results of Operations and Financial Condition

Executive Overview

The Company conducts its business activities in two distinct segments: The Material Handling Segment and the Distribution Segment. The Brazil Business, which was sold in December 2017, and the Lawn and Garden business, which was sold in February 2015, are classified as discontinued operations in all periods presented.

The Company designs, manufactures, and markets a variety of plastic and rubber products. Our Material Handling Segment manufactures products that range from plastic reusable material handling containers and small parts storage bins to plastic OEM parts, custom plastic products, consumer fuel containers, military water containers as well as ammunition packaging and shipping containers. Our Distribution Segment is engaged in the distribution of tools, equipment and supplies used for tire, wheel and under vehicle service on passenger, heavy truck and off-road vehicles, as well as the manufacturing of tire repair and retreading products.

Results of Operations: 2018 Compared with 2017

Net Sales:

(dollars in millions)	Year Ended December 31,			
Segment	**2018**	**2017**	**Change**	**% Change**
Material Handling	$ 417.2	$ 391.3	$ 25.9	7%
Distribution	149.6	156.4	(6.8)	(4)%
Inter-company elimination	(0.1)	(0.7)	0.6	
Total net sales	$ 566.7	$ 547.0	$ 19.7	4%

Net sales for the year ended December 31, 2018 were $566.7 million, an increase of $19.7 million or 4% compared to the prior year. Net sales were positively impacted by higher pricing of approximately $17.2 million and higher sales volume of $2.6 million, offset by the effect of unfavorable foreign currency translation of approximately $0.1 million.

Net sales in the Material Handling Segment increased $25.9 million or 7% for the year ended December 31, 2018 compared to the prior year. The increase in net sales was due to higher pricing of $14.6 million and higher sales volume of $11.4 million, driven primarily by demand in the food and beverage market, and offset by the effect of unfavorable foreign currency translation of $0.1 million.

Net sales in the Distribution Segment decreased $6.8 million or 4% in the year ended December 31, 2018 compared to the prior year primarily the result of lower sales volume of approximately $9.4 million offset by higher pricing of $2.6 million. A portion of this volume decline resulted from the strategic decision to exit a low margin product line with a customer in early 2017, as well as lower overall demand levels, particularly in the equipment category.

Cost of Sales & Gross Profit:

	Year Ended December 31,			
(dollars in millions)	**2018**	**2017**	**Change**	**% Change**
Cost of sales	$ 387.4	$ 389.6	$ (2.2)	(1)%
Gross profit	$ 179.3	$ 157.5	$ 21.8	14%
Gross profit as a percentage of sales	31.6%	28.8%		

Gross profit margin increased to 31.6% for the year ended December 31, 2018 compared to 28.8% for the same period in 2017, primarily due to higher pricing of $17.2 million and cost savings realized in the current year as a result of the restructuring plan within the Material Handling Segment, as well as non-recurring restructuring costs of $7.5 million incurred in the prior year. This was partially offset by higher raw material costs and unfavorable mix within the higher sales volumes noted above.

Selling, General and Administrative Expenses:

(dollars in millions)	Year Ended December 31, 2018	2017	Change	% Change
SG&A expenses	$ 139.3	$ 135.5	$ 3.8	3%
SG&A expenses as a percentage of sales	24.6%	24.8%		

Selling, general and administrative ("SG&A") expenses for the year ended December 31, 2018 were $139.3 million, an increase of $3.8 million or 3% compared to the prior year. SG&A expenses in 2018 were primarily impacted by higher incentive compensation and other employee-related costs of $2.1 million, higher freight costs of $1.5 million, and higher legal and professional fees of $0.7 million. The current year expenses also include costs to engage outside resources to assist with the planning and assessment of transformation initiatives for the Distribution Segment of $1.4 million. These costs were partially offset by lower environmental costs of $1.1 million and non-recurring restructuring-related costs of $1.2 million incurred in the prior year.

Restructuring:

As discussed in Note 7 to the consolidated financial statements, the Company initiated a restructuring plan (the "Plan") in the first quarter of 2017 to improve the Company's organizational structure and operational efficiency within the Material Handling Segment. The Plan is completed. The Company has incurred a total of $0.1 million and $7.6 million of restructuring costs in connection with the Plan during the years ended December 31, 2018 and 2017, respectively. The Company also recorded $0.2 million and $3.9 million in net gains on asset dispositions in connection with the facility closures under the Plan during the years ended December 31, 2018 and 2017, respectively.

(Gain) Loss on Disposal of Fixed Assets:

The gains on disposal of fixed assets for the year ended December 31, 2017 were $3.5 million and were primarily due to asset dispositions in connection with the planned facility closures associated with the restructuring Plan within the Material Handling Segment.

Other Expenses:

During the year ended December 31, 2018, the Company recorded a provision for expected loss of $23.0 million as a result of the uncertainty regarding the ability to collect on the notes receivable and corresponding accrued interest from the sale of the Lawn and Garden business, as discussed in Note 5 to the consolidated financial statements. The Company also recorded a charge during 2018 of $10.3 million related to the Company's estimate of its potential obligation under the lease guarantee on one of HC's facilities, as discussed in Note 11 to the consolidated financial statements.

Net Interest Expense:

(dollars in millions)	Year Ended December 31, 2018	2017	Change	% Change
Net interest expense	$ 4.9	$ 7.3	$ (2.4)	(33)%
Average outstanding borrowings, net	$ 107.1	$ 175.2	$ (68.1)	(39)%
Weighted-average borrowing rate	5.75%	4.94%		

Net interest expense for the year ended December 31, 2018 was $4.9 million compared to $7.3 million during 2017. The decrease in net interest expense is due to a decrease in average outstanding borrowings during the year ended December 31, 2018 compared to the prior year.

Loss on Extinguishment of Debt:

During the year ended December 31, 2017, the Company recorded a loss on extinguishment of debt of approximately $1.9 million related to the purchase of a portion of the outstanding Senior Unsecured Notes in 2017, as discussed in Note 12 to the consolidated financial statements.

Income Taxes:

(dollars in millions)	Year Ended December 31, 2018	2017
Income from continuing operations before income taxes	$ 1.4	$ 15.7
Income tax expense	$ 3.0	$ 4.9
Effective tax rate	218.7%	31.0%

The effective tax rate was 218.7% for the year ended December 31, 2018 compared to 31.0% in the prior year. The unusually high rate in 2018 was the result of a lower tax rate on the $33.3 million of charges in Other Expenses than the rate on other pre-tax earnings. Additionally, the tax rate was impacted by non-deductible expense (primarily compensation related), additional tax expense of $0.6 million related to an uncertain tax position associated with the U.S. Tax Cuts and Jobs Act ("Tax Act"), and additional tax expense of $0.6 million associated with the unremitted earnings of certain foreign subsidiaries which are no longer deemed to be permanently reinvested.

In 2017, the U.S. enacted the Tax Act, which reduced the U.S. federal corporate income tax rate from 35% to 21%. As a result of the Tax Act, the Company recognized provisional net benefits of $1.2 million in 2017 to reflect certain changes in the tax law impacting the Company. The Company's accounting for the Tax Act was completed in the fourth quarter of 2018, and included a tax benefit of $0.3 million related to amounts previously accounted for as provisional. Refer to Note 13 in the consolidated financial statements.

Discontinued Operations:

Loss from discontinued operations, net of income taxes was $1.7 million for the year ended December 31, 2018 compared to loss of $20.7 million for the year ended December 31, 2017. In 2018, this result included a charge of $0.9 million, net of tax of $0.3 million, as a result of a settlement with the L&G Buyer related to the indemnification claims discussed in Note 11 to the consolidated financial statements.

In 2017, this result included a loss on sale of the Brazil Business of $35.0 million (pre-tax), offset primarily by a tax benefit of $15 million, which was generated as a result of a worthless stock deduction for the Brazil Business. As a result of the Company's U.S. Federal income tax filings in 2018, the Company reduced this estimated tax benefit by $0.7 million and recognized this adjustment within net loss from discontinued operations.

Results of Operations: 2017 Compared with 2016

Net Sales:

(dollars in millions) **Segment**	Year Ended December 31, 2017	2016	Change	% Change
Material Handling	$ 391.3	$ 363.9	$ 27.4	8%
Distribution	156.4	170.7	(14.3)	(8)%
Inter-company elimination	(0.7)	(0.2)	(0.5)	
Total net sales	$ 547.0	$ 534.4	$ 12.6	2%

Net sales for the year ended December 31, 2017 were $547.0 million, an increase of $12.6 million or 2% compared to the prior year. Net sales were positively impacted by higher sales volumes of approximately $4.0 million, higher pricing of $7.5 million and the effect of favorable foreign currency translation of approximately $1.1 million.

Net sales in the Material Handling Segment increased $27.4 million or 8% for the year ended December 31, 2017 compared to the prior year. The increase in net sales was due to higher sales volume of $19.9 million, mainly due to increased demand in the Company's consumer and food and beverage markets, higher pricing of $6.4 million, and the effect of favorable foreign currency translation of $1.1 million.

Net sales in the Distribution Segment decreased $14.3 million or 8% in the year ended December 31, 2017 compared to the prior year primarily due to lower volume. A significant portion of this volume decline resulted from a strategic decision to exit a low margin product line with a customer in early 2017, which contributed to overall gross margin improvement in this segment. The remainder of the decrease in volume was across all product lines and regions, including our export and international channels; however, the Company saw most of this decline early in 2017, as both demand and pricing improved throughout the second half of the year.

Cost of Sales & Gross Profit:

(dollars in millions)	Year Ended December 31, 2017	2016	Change	% Change
Cost of sales	$ 389.6	$ 372.5	$ 17.1	5%
Gross profit	$ 157.5	$ 161.9	$ (4.4)	(3)%
Gross profit as a percentage of sales	28.8%	30.3%		

Gross profit margin decreased to 28.8% for the year ended December 31, 2017 compared to 30.3% for the same period in 2016, primarily due to higher raw material costs and operating inefficiencies, as well as restructuring and related costs of $7.5 million within the Material Handling Segment. These impacts were partially offset by higher pricing and a favorable sales mix.

Selling, General and Administrative Expenses:

(dollars in millions)	Year Ended December 31, 2017	2016	Change	% Change
SG&A expenses	$ 135.5	$ 132.6	$ 2.9	2%
SG&A expenses as a percentage of sales	24.8%	24.8%		

SG&A expenses for the year ended December 31, 2017 were $135.5 million, an increase of $2.9 million or 2% compared to the prior year. SG&A expenses in 2017 were unfavorably impacted by higher legal and professional fees of $1.0 million, costs associated with the restructuring within the Material Handling Segment of $1.2 million, and the non-recurring reversal of a long-term liability of approximately $2.3 million recognized in 2016, partially offset by lower expenses related to the environmental contingencies of approximately $0.8 million, which is described in Note 11 to the consolidated financial statements.

Restructuring:

As further discussed in Note 7 to the consolidated financial statements, the Company initiated a restructuring plan (the "Plan") in the first quarter of 2017 to improve the Company's organizational structure and operational efficiency within the Material Handling Segment. The Company incurred a total of $7.6 million of restructuring costs in connection with the Plan during 2017. The Company also recorded $3.9 million in net gains on sales of assets in 2017, primarily related to the closure and sale of the Bluffton, Indiana facility and certain equipment. All actions under the Plan were substantially completed by the end of 2017.

(Gain) Loss on Disposal of Fixed Assets:

The gain on disposal of fixed assets for the year ended December 31, 2017 was $3.5 million compared to a loss of $0.6 million in the prior year. The gains in 2017 were primarily due to the sale of the Bluffton facility and certain equipment associated with the restructuring Plan within the Material Handling Segment, as discussed in Note 7 to the consolidated financial statements.

Impairment Charges:

During the year ended December 31, 2017, the Company recorded an impairment charge of $0.5 million related to a building classified as assets held for sale as discussed in Note 3 to the consolidated financial statements. The building was sold in December 2017.

The Company recorded $1.3 million of non-cash impairment charges, primarily related to long-lived assets associated with the exit of a non-strategic product line in the Material Handling Segment during the year ended December 31, 2016, as discussed in Note 3 to the consolidated financial statements.

Net Interest Expense:

(dollars in millions)	Year Ended December 31, 2017	2016	Change	% Change
Net interest expense	$ 7.3	$ 8.6	$ (1.3)	(15)%
Average outstanding borrowings, net	$ 175.2	$ 212.1	$ (36.9)	(17)%
Weighted-average borrowing rate	4.94%	4.69%		

Net interest expense for the year ended December 31, 2017 was $7.3 million compared to $8.6 million during 2016. The decrease in net interest expense is due to a decrease in average borrowings during the year ended December 31, 2017 compared to the prior year, partially offset by a slightly higher borrowing rate.

Loss on Extinguishment of Debt:

During the year ended December 31, 2017, the Company recorded a loss on extinguishment of debt of approximately $1.9 million related to the purchase of a portion of the outstanding Senior Unsecured Notes in 2017, as discussed in Note 12 to the consolidated financial statements.

Income Taxes:

(dollars in millions)	Year Ended December 31, 2017	2016
Income from continuing operations before taxes	$ 15.7	$ 18.7
Income tax expense	$ 4.9	$ 7.4
Effective tax rate	31.0%	39.5%

The effective tax rate was 31.0% for the year ended December 31, 2017 compared to 39.5% in the prior year. The 2017 effective tax rate is lower than our statutory rate and the effective tax rate for the same period in 2016, primarily due to the enactment of the Tax Act in December 2017, which reduces the U.S. federal corporate income tax rate from 35% to 21%, effective January 1, 2018. As a result the Company revalued its U.S. deferred tax assets and liabilities to reflect the lower U.S. corporate rates, which resulted in a tax benefit of $3.0 million in 2017. This was partially offset by a $1.8 million provision for one-time transition tax expense under the Tax Act related to certain foreign earnings previously not taxed in the U.S .

Discontinued Operations:

Loss from discontinued operations, net of income taxes was $20.7 million for the year ended December 31, 2017 compared to loss of $10.3 million for the year ended December 31, 2016. In 2017, this result included a loss on sale of the Brazil Business of $35.0 million (pre-tax), offset primarily by a tax benefit of $15 million, which was generated as a result of a worthless stock deduction for the Brazil Business.

Financial Condition & Liquidity and Capital Resources

The Company's primary sources of liquidity are cash generated from its operating and financing activities. The cash flows from operating activities are driven primarily by its operating results and changes in its working capital requirements which is supplemented by the Company's utilization of its current credit facilities. In addition, the Company completed a public equity offering in the second quarter of 2018 that generated $79.5 million of net proceeds. The Company used a portion of the net proceeds received from the offering to repay a portion of its outstanding indebtedness during the second quarter of 2018 and intends to use the remaining proceeds to fund the growth of the business, including selective acquisitions, and for other general corporate purposes.

The Company believes that cash flows from operations and available borrowing under its Loan Agreement will be sufficient to meet expected business requirements including capital expenditures, dividends, working capital, debt service, and to fund future growth.

Operating Activities

Cash provided by operating activities from continuing operations was $60.4 million, $49.1 million and $34.0 million for the years ended December 31, 2018, 2017 and 2016, respectively.

The increase in cash provided by continuing operations of $11.3 million during the year ended December 31, 2018 compared to 2017 was driven by improvements in income from continuing operations, after considering the non-cash charges of $33.3 million related to the HC matters described in Note 5 and Note 11 to the consolidated financial statements, partially offset by changes in working capital of $3.5 million driven by higher volume in 2018.

The increase in cash provided by continuing operations of $15.1 milli on during the year ended December 31, 2017 compared to 2016 was mainly due to an increase in cash provided by working capital of $23.4 million, which was driven by a significant increase in accounts payable in 2017. This increase in accounts payable occurr ed primarily in the Material Handling Segment as a result of higher demand near year-end, as well as strategic initiatives from the 2017 restructuring Plan. These initiatives included outsourcing production of certain product lines after the closure of the Bluffton facility, which results in increased payables to these strategic partners. I ncome from continuing operations was $10.8 million for the year ended December 31, 2017 compared to $11.3 million for the same period in 2016. Income from continuing ope rations in 2017 includes gains on sale of assets of $3.5 million and non-cash deferred tax benefits of $5.7 million .

Investing Activities

Capital expenditures were $5.1 million, $5.8 million and $12.5 million for the years ended December 31, 2018, 2017 and 2016, respectively. Higher capital spending in 2016 compared to 2018 and 2017 was due to additional investments that were made for new manufacturing focused on growth and productivity improvements in addition to higher spending at Scepter. The Company received proceeds of $2.6 million in 2018 from the sale of fixed assets, a significant portion of which was derived from the sale and leaseback of the distribution center in Pomona, California. The Company received proceeds of $11.1 million in 2017 from the sale of fixed assets, which were primarily due to asset dispositions in connection with the planned facility closures associated with the restructuring Plan with the Material Handling Segment. The Company paid a final working capital adjustment to the buyer of the Lawn and Garden business of approximately $4.0 million in the first quarter of 2016 as described in Note 5 to the consolidated financial statements.

Financing Activities

The Company received net proceeds of $79.5 million from the public offering of common stock in the current year. Net repayments on the credit facility were $74.6 million for the year ended December 31, 2018 compared to net repayments of $16.5 million for the year ended December 31, 2017. The Company used cash of $23.8 million to purchase a portion of the outstanding Senior Unsecured Notes in 2017, as discussed in Note 12 to the consolidated financial statements. The Company used cash to pay dividends of $17.9 million, $16.3 million and $16.2 million for the years 2018, 2017 and 2016, respectively.

Credit Sources

In March 2017, the Company entered into a Fifth Amended and Restated Loan Agreement (the “Loan Agreement”). The Loan Agreement replaced the pre-existing $300 million senior revolving credit facility with a $200 million facility and extended the term from December 2018 to March 2022. Borrowings under the Loan Agreement bear interest at the LIBOR rate, prime rate, federal funds effective rate, the Canadian deposit offered rate, or the eurocurrency reference rate depending on the type of loan requested by the Company, in each case plus the applicable margin as set forth in the Loan Agreement.

The Company also has outstanding Senior Unsecured Notes totaling $78 million with a group of investors pursuant to a note purchase agreement. The series of four notes range in face value from $11 million to $40 million, with interest rates ranging from 4.67% to 5.45%, payable semiannually, and maturing between 2021 and 2026.

Total debt outstanding at December 31, 2018 was $76.8 million, net of deferred financing costs of $1.2 million, compared with $151.0 million at December 31, 2017. The Company’s Loan Agreement provides available borrowing up to $200 million, reduced for letters of credit issued. As of December 31, 2018, there was $195.6 million available under our Loan Agreement. As of December 31, 2018, the Company had $4.4 million of letters of credit issued related to insurance and other financing contracts in the ordinary course of business. In addition, as described in Note 11, the Company issued an additional letter of credit of $2 million in January 2019.

As of December 31, 2018, the Company was in compliance with all its debt covenants. The most restrictive financial covenants for all of the Company’s debt are an interest coverage ratio (defined as earnings before interest, taxes, depreciation and amortization, as adjusted, divided by interest expense) and a leverage ratio (defined as total debt divided by earnings before interest, taxes, depreciation and amortization, as adjusted). The ratios as of and for the period ended December 31, 2018 are shown in the following table:

	Required Level	Actual Level
Interest Coverage Ratio	3.00 to 1 (minimum)	11.60
Leverage Ratio	3.25 to 1 (maximum)	1.15

Contractual Obligations

The following summarizes the Company's estimated future cash outflows from financial contracts and commitments reflecting our current debt structure:

	Less than 1 Year	2-3 Years	4-5 Years	Thereafter	Total
	(Amounts in Thousands)				
Principal payments on debt	$ —	$ 40,000	$ —	$ 38,000	$ 78,000
Interest	3,895	5,999	4,053	1,392	15,339
Lease payments	2,492	2,721	1,807	811	7,831
Retirement obligations and other benefits	476	812	662	973	2,923
Total	$ 6,863	$ 49,532	$ 6,522	$ 41,176	$ 104,093

Uncertain tax position liabilities are also excluded from the contractual obligations table because a reasonably reliable estimate of the period of cash settlement with the respective tax authority cannot be made.

Critical Accounting Policies

The discussion and analysis of the Company's financial condition and results of operations are based on the accompanying consolidated financial statements, which are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). As indicated in the Summary of Significant Accounting Policies included in the Notes to Consolidated Financial Statements (included in Item 8 of this report), the amount of assets, liabilities, revenue and expenses reported are affected by estimates and judgments that are necessary to comply with U.S. GAAP. The Company bases its estimates on prior experience and other assumptions that they consider reasonable to their circumstances. The Company believes the following matters may involve a high degree of judgment and complexity.

Inventory — Inventories are valued at the lower of cost or market for last-in, first-out ("LIFO") inventory and lower of cost or net realizable value for first-in, first-out ("FIFO") inventory. Cost is determined by the LIFO method for approximately 30 percent of the Company's inventories and the FIFO method for all other inventories. Where appropriate, standard cost systems are utilized and appropriate variances are evaluated for purposes of determining cost; the standards are adjusted as necessary to ensure they approximate actual costs. Estimates of lower of cost or net realizable value of inventory are determined based upon current economic conditions, historical sales quantities and patterns and, in some cases, the specific risk of loss on specifically identified inventories.

Goodwill — Goodwill is subject to annual impairment testing, unless significant changes in circumstances indicate a potential impairment may have occurred sooner. The Company conducts its annual impairment assessment as of October 1. Such assessment can be done on a qualitative or quantitative basis. When conducting a qualitative assessment, the Company considers relevant events and circumstances that affect the fair value or carrying amount of the reporting unit. A quantitative test is required only if the Company concludes that it is more likely than not (defined as a likelihood of more than 50%) that a reporting unit's fair value is less than its carrying amount. If under the quantitative assessment the fair value of a reporting unit is less than its carrying amount, then the amount of the impairment loss, if any, must be recorded.

At October 1, 2018, after considering changes to assumptions used in the most recent quantitative annual testing for each reporting unit, including macroeconomic conditions, industry and market considerations, overall financial performance, the magnitude of the excess of fair value over the carrying amount of each reporting unit as determined in the most recent quantitative annual testing, and other factors, management concluded that it was not more likely than not that the fair values of the reporting units were less than their respective carrying values and, therefore, did not perform a quantitative analysis.

Contingencies — In the ordinary course of business, the Company is involved in various legal proceedings and contingencies. The Company has recorded liabilities for these matters in accordance with FASB ASC 450, *Contingencies* ("ASC 450"). ASC 450 requires a liability to be recorded based on our estimate of the probable cost of the resolution of a contingency. When management believes that a loss arising from these matters is probable and can reasonably be estimated, they record the amount of the estimated loss, or the minimum estimated liability when the loss is estimated using a range, and no point within the range is more probable of occurrence than another. As additional information becomes available, any potential liability related to these matters will be assessed and the estimates will be revised, if necessary. The actual resolution of these contingencies may differ from our estimates. If a contingency were settled for an amount greater than our estimate, a future charge to income would result. Likewise, if a contingency were settled for an amount that is less than our estimate, a future credit to income would result.

Revenue Recognition — Revenue is recognized when obligations under the terms of a contract with customers are satisfied. In both the Distribution and Material Handling segments, this generally occurs with the transfer of control of the Company's products. This transfer of control may occur at either the time of shipment from a Company facility, or at the time of delivery to a designated customer location. Obligations under contracts with customers are typically fulfilled within 90 days of receiving a purchase order from a customer, and generally no other future obligations are required to be performed. The Company does not enter into any long-term contracts with customers greater than one year. Based on the nature of the Company's prod ucts and customer contracts, the Company has not recorded any deferred revenue, with the exception of cash advances or deposits received from customers prior to transfer of control of the product. These advances are typically fulfilled within the 90 day ti me frame mentioned above .

Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring the products. Certain contracts with customers include variable consideration, such as rebates or discounts. The Company recognizes estimates of this variable consideration each period, primarily based on the most likely level of consideration to be paid to the customer under the specific terms of the underlying programs. While the Company's contracts with customers do not generally include explicit rights to return product, the Company will in practice allow returns in the normal course of business and as part of the customer relationship. Thus, the Company estimates the expected returns each period based on an analysis of historical experience. For certain businesses where physical recovery of the product from returns occurs, the Company records an estimated right to return asset from such recovery, based on the approximate cost of the product.

Income Taxes — Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those differences are expected to be received or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period the change is enacted.

ASC 740, *Income Taxes* ("ASC 740") requires that deferred tax assets be reduced by a valuation allowance, if based on all available evidence, it is more likely than not that the deferred tax asset will not be realized. The Company evaluates the recovery of its deferred tax assets by assessing the adequacy of future expected taxable income from all sources, including reversal of taxable temporary differences, forecasted operating earnings and available tax planning strategies. These sources of income inherently rely heavily on estimates.

Significant judgement is required in determining the Company's tax expense and in evaluating its tax positions, including evaluating uncertainties under ASC 740. ASC 740 provides detailed guidance for the financial statement recognition, measurement and disclosure of uncertain tax positions recognized in an enterprise's financial statements. Income tax positions must meet a more-likely-than-not recognition threshold at the effective date to be recognized under ASC 740. The Company recognizes potential accrued interest and penalties related to unrecognized tax benefits as a component of income tax expense.

Off-Balance Sheet Arrangements

The Company does not have any off-balance sheet arrangements that have, or are reasonable to have, a current or future effect on financial condition, changes in financial condition, revenues of operations, liquidity, capital expenditures or capital resources that are material.

Recent Accounting Pronouncements

Information regarding the recent accounting pronouncements is contained in the Summary of Significant Accounting Policies footnote of the Notes to Consolidated Financial Statements under Item 8 of this report.

ITEM 7A. Quantitative and Qualitat ive Disclosures About Market Risk

Market Risk and Derivative Financial Instruments

Interest Rate Risk

The Company has certain financing arrangements that require interest payments based on floating interest rates. The Company's financial results are subject to changes in the market rate of interest. At present, the Company has not entered into any interest rate swaps or other derivative instruments to fix the interest rate on any portion of its financing arrangements with floating rates. As of December 31, 2018, the Company has no borrowings outstanding under its floating rate debt.

Foreign Currency Exchange Risk

Some of the Company's subsidiaries operate in foreign countries and their financial results are subject to exchange rate movements. The Company has operations in Canada with foreign currency exposure, primarily due to sales made from businesses in Canada to customers in the United States ("U.S."). These sales are denominated in U.S. dollars. The Company has a systematic program to limit its exposure to fluctuations in exchange rates related to certain assets and liabilities of its operations in Canada that are denominated in U.S. dollars. The net exposure generally ranges from $1 million to $3 million. The foreign currency contracts and arrangements created under this program are not designated as hedged items under Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") 815, *Derivatives and Hedging* , and accordingly, the changes in the fair value of the foreign currency arrangements, which have been immaterial, are recorded in the income statement. The Company's foreign currency arrangements are typically three months or less and are settled before the end of a reporting period. At December 31, 2018, the Company had no foreign currency arrangements or contracts in place.

Commodity Price Risk

The Company uses certain commodities, primarily plastic resins and natural rubber, in its manufacturing processes. The cost of operations can be affected as the market for these commodities changes. The Company currently has no derivative contracts to hedge this risk; however, the Company also has no significant obligations to purchase fixed quantities of such commodities in future periods. Significant future increases in the cost of these commodities or other adverse changes in the general economic environment could have a material adverse impact on the Company's financial position, results of operations or cash flows.

ITEM 8. Financial Statemen ts and Supplementary Data

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Myers Industries, Inc. and Subsidiaries

Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of Myers Industries, Inc. and Subsidiaries (the Company) as of December 31, 2018 and 2017, and the related consolidated statements of operations, comprehensive income (loss), shareholders' equity and cash flows for each of the three years in the period ended December 31, 2018, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company at December 31, 2018 and 2017, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2018, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 8, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion .

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2011.

Akron, Ohio
March 8, 2019

MYERS INDUSTRIES, INC. AND SUBSIDIARIES

Consolidated Statements of Operations

For the Years Ended December 31, 2018, 2017, and 2016

(Dollars in thousands, except per share data)

	For the Year Ended December 31, 2018	2017	2016
Net sales	$ 566,735	$ 547,043	$ 534,379
Cost of sales	387,442	389,590	372,481
Gross profit	179,293	157,453	161,898
Selling expenses	59,503	56,614	58,782
General and administrative expenses	79,832	78,889	73,797
	139,335	135,503	132,579
(Gain) loss on disposal of fixed assets	(8)	(3,482)	628
Impairment charges	308	544	1,329
Other expenses	33,331	—	—
Operating income	6,327	24,888	27,362
Interest			
Income	(1,221)	(1,361)	(1,262)
Expense	6,159	8,653	9,905
Interest expense, net	4,938	7,292	8,643
Loss on extinguishment of debt	—	1,888	—
Income from continuing operations before income taxes	1,389	15,708	18,719
Income tax expense	3,037	4,864	7,395
Income (loss) from continuing operations	(1,648)	10,844	11,324
Income (loss) from discontinued operations, net of income tax	(1,701)	(20,733)	(10,267)
Net income (loss)	$ (3,349)	$ (9,889)	$ 1,057
Income (loss) per common share from continuing operations:			
Basic	$ (0.05)	$ 0.36	$ 0.38
Diluted	$ (0.05)	$ 0.35	$ 0.38
Income (loss) per common share from discontinued operations:			
Basic	$ (0.05)	$ (0.69)	$ (0.35)
Diluted	$ (0.05)	$ (0.68)	$ (0.35)
Net income (loss) per common share:			
Basic	$ (0.10)	$ (0.33)	$ 0.03
Diluted	$ (0.10)	$ (0.33)	$ 0.03
Dividends declared per share	$ 0.54	$ 0.54	$ 0.54

The accompanying notes are an integral part of these statements.

MYERS INDUSTRIES, INC. AND SUBSIDIARIES

Consolidated Statements of Comprehensive Income (Loss)

For the Years Ended December 31, 2018, 2017, and 2016

(Dollars in thousands)

	For the Year Ended December 31,		
	2018	2017	2016
Net income (loss)	$ (3,349)	$ (9,889)	$ 1,057
Other comprehensive income (loss)			
Adoption of ASU 2018-02	(315)	—	—
Foreign currency translation adjustment	(3,501)	2,391	5,105
Reclassification adjustment for foreign currency translation included in net income (loss)	—	17,201	—
Pension liability, net of tax expense (benefit) of $25 in 2018, $14 in 2017, and ($95) in 2016	77	41	(169)
Total other comprehensive income (loss)	(3,739)	19,633	4,936
Comprehensive income (loss)	$ (7,088)	$ 9,744	$ 5,993

The accompanying notes are an integral part of these statements.

MYERS INDUSTRIES, INC. AND SUBSIDIARIES

Consolidated Statements of Financial Position

As of December 31, 2018 and 2017

(Dollars in thousands)

	December 31, 2018	December 31, 2017
Assets		
Current Assets		
Cash	$ 58,894	$ 2,520
Restricted cash	—	8,659
Accounts receivable, less allowances of $2,259 and $1,777, respectively	72,939	76,650
Income tax receivable	4,892	12,954
Inventories, net	43,596	47,025
Prepaid expenses and other current assets	2,534	2,204
Total Current Assets	182,855	150,012
Other Assets		
Property, plant, and equipment, net	65,460	83,904
Goodwill	59,068	59,971
Intangible assets, net	30,280	39,049
Deferred income taxes	5,270	120
Notes receivable	—	18,737
Other	5,712	4,149
Total Assets	$ 348,645	$ 355,942
Liabilities and Shareholders' Equity		
Current Liabilities		
Accounts payable	$ 60,849	$ 63,581
Accrued expenses		
Employee compensation	16,531	15,544
Taxes, other than income taxes	1,403	1,664
Accrued interest	1,939	2,392
Other current liabilities	16,701	15,472
Total Current Liabilities	97,423	98,653
Long-term debt	76,790	151,036
Other liabilities	19,794	8,236
Deferred income taxes	—	4,265
Shareholders' Equity		
Serial Preferred Shares (authorized 1,000,000 shares; none issued and outstanding)	—	—
Common Shares, without par value (authorized 60,000,000 shares; outstanding 35,374,121 and 30,495,737; net of treasury shares of 7,178,336 and 7,456,720, respectively)	21,547	18,547
Additional paid-in capital	292,558	209,253
Accumulated other comprehensive loss	(18,280)	(14,541)
Retained deficit	(141,187)	(119,507)
Total Shareholders' Equity	154,638	93,752
Total Liabilities and Shareholders' Equity	$ 348,645	$ 355,942

The accompanying notes are an integral part of these statements.

MYERS INDUSTRIES, INC. AND SUBSIDIARIES

Consolidated Statements of Shareholders' Equity

For the Years Ended December 31, 2018, 2017 and 2016

(Dollars in thousands, except per share data)

	Common Shares Number	Common Shares Amount	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Deficit	Total Shareholders' Equity
Balance at January 1, 2016	29,521,566	$ 17,895	$ 196,743	$ (39,110)	$ (77,825)	$ 97,703
Net income	—	—	—	—	1,057	1,057
Issuances under option plans	374,958	205	3,030	—	—	3,235
Dividend reinvestment plan	10,520	6	133	—	—	139
Restricted stock vested	169,929	104	(104)	—	—	—
Stock compensation expense	—	24	3,333	—	—	3,357
Tax benefit from options	—	—	64	—	—	64
Foreign currency translation adjustment	—	—	—	5,105	—	5,105
Shares withheld for employee taxes on equity awards	(57,412)	—	(1,166)	—	—	(1,166)
Declared dividends - $0.54 per share	—	—	—	—	(16,292)	(16,292)
Pension liability, net of tax of $95	—	—	—	(169)	—	(169)
Balance at December 31, 2016	30,019,561	18,234	202,033	(34,174)	(93,060)	93,033
Net loss	—	—	—	—	(9,889)	(9,889)
Issuances under option plans	375,292	229	4,167	—	—	4,396
Dividend reinvestment plan	7,625	5	126	—	—	131
Restricted stock vested	130,036	79	(79)	—	—	—
Stock compensation expense	—	—	3,626	—	—	3,626
Foreign currency translation adjustment	—	—	—	2,391	—	2,391
Shares withheld for employee taxes on equity awards	(36,777)	—	(620)	—	—	(620)
Declared dividends - $0.54 per share	—	—	—	—	(16,558)	(16,558)
Pension liability, net of tax of $14	—	—	—	41	—	41
Reclassification adjustment for foreign currency translation included in net loss	—	—	—	17,201	—	17,201
Balance at December 31, 2017	30,495,737	18,547	209,253	(14,541)	(119,507)	93,752
Net loss	—	—	—	—	(3,349)	(3,349)
Adoption of ASU 2018-02	—	—	—	(315)	315	—
Issuances under option plans	191,169	117	2,618	—	—	2,735
Dividend reinvestment plan	5,712	4	114	—	—	118
Restricted stock vested	120,142	73	(73)	—	—	—
Stock compensation expense	—	—	4,644	—	—	4,644
Foreign currency translation adjustment	—	—	—	(3,501)	—	(3,501)
Shares withheld for employee taxes on equity awards	(38,639)	—	(714)	—	—	(714)
Declared dividends - $0.54 per share	—	—	—	—	(18,646)	(18,646)
Pension liability, net of tax of $25	—	—	—	77	—	77
Shares issued in public offering, net of equity issuance costs	4,600,000	2,806	76,716	—	—	79,522
Balance at December 31, 2018	35,374,121	$ 21,547	$ 292,558	$ (18,280)	$ (141,187)	$ 154,638

The accompanying notes are an integral part of these statements.

MYERS INDUSTRIES, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

For the Years Ended December 31, 2018, 2017 and 2016

(Dollars in thousands)

	For the Year Ended December 31,		
	2018	2017	2016
Cash Flows From Operating Activities			
Net income (loss)	$ (3,349)	$ (9,889)	$ 1,057
Income (loss) from discontinued operations, net of income taxes	(1,701)	(20,733)	(10,267)
Income (loss) from continuing operations	(1,648)	10,844	11,324
Adjustments to reconcile income (loss) from continuing operations to net cash provided by (used for) operating activities			
Depreciation	17,638	19,952	22,049
Amortization	8,485	8,886	9,743
Accelerated depreciation associated with restructuring activities	16	1,993	—
Non-cash stock-based compensation expense	4,257	3,626	3,357
(Gain) loss on disposal of fixed assets	(8)	(3,482)	628
Provision for loss on note receivable	23,008	—	—
Lease guarantee contingency	10,323	—	—
Loss on extinguishment of debt	—	1,888	—
Deferred taxes	(9,450)	(5,663)	555
Interest income received (accrued) on note receivable	(361)	(1,384)	(1,276)
Impairment charges	308	544	1,329
Other	457	256	155
Payments on performance based compensation	(1,249)	(1,010)	(1,794)
Other long-term liabilities	180	723	(592)
Cash flows provided by (used for) working capital			
Accounts receivable	4,927	(6,709)	6,427
Inventories	3,151	(1,876)	8,603
Prepaid expenses and other current assets	(353)	2,209	1,047
Accounts payable and accrued expenses	713	18,299	(27,594)
Net cash provided by (used for) operating activities - continuing operations	60,394	49,096	33,961
Net cash provided by (used for) operating activities - discontinued operations	858	(4,633)	(232)
Net cash provided by (used for) operating activities	61,252	44,463	33,729
Cash Flows From Investing Activities			
Capital expenditures	(5,123)	(5,814)	(12,489)
Proceeds from sale of property, plant and equipment	2,633	11,058	450
Proceeds (payments) related to sale of business	—	—	(4,034)
Net cash provided by (used for) investing activities - continuing operations	(2,490)	5,244	(16,073)
Net cash provided by (used for) investing activities - discontinued operations	—	(1,107)	(16)
Net cash provided by (used for) investing activities	(2,490)	4,137	(16,089)
Cash Flows From Financing Activities			
Net borrowings (repayments) on credit facility	(74,557)	(16,474)	(3,804)
Repayments of senior unsecured notes	—	(23,798)	—
Cash dividends paid	(17,862)	(16,341)	(16,221)
Proceeds from issuance of common stock	2,853	4,527	3,374
Excess tax benefit from stock-based compensation	—	—	64
Proceeds from public offering of common stock, net of equity issuance costs	79,522	—	—
Shares withheld for employee taxes on equity awards	(714)	(620)	(1,166)
Deferred financing costs	—	(1,030)	—
Net cash provided by (used for) financing activities - continuing operations	(10,758)	(53,736)	(17,753)
Net cash provided by (used for) financing activities - discontinued operations	—	—	—
Net cash provided by (used for) financing activities	(10,758)	(53,736)	(17,753)
Foreign exchange rate effect on cash	(289)	(208)	665
Less: Net increase (decrease) in cash classified within discontinued operations	—	(5,484)	493
Net increase in cash and restricted cash	47,715	140	59
Cash and restricted cash at January 1	11,179	11,039	10,980
Cash and restricted cash at December 31	$ 58,894	$ 11,179	$ 11,039
Supplemental Disclosures of Cash Flow Information			
Cash paid during the year for			
Interest	$ 6,236	$ 8,913	$ 8,917
Income taxes	$ 5,539	$ 5,651	$ 8,136

The accompanying notes are an integral part of these statements.

1. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements include the accounts of Myers Industries, Inc. and all wholly owned subsidiaries (collectively, the "Company"). All intercompany accounts and transactions have been eliminated in consolidation. All subsidiaries that are not wholly owned and are not included in the consolidated operating results of the Company are immaterial investments which have been accounted for under the equity or cost method. The preparation of financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the timing and amount of assets, liabilities, equity, revenues, and expenses recorded and disclosed. Actual results could differ from those estimates.

During the fourth quarter of 2017, the Company completed the sale of certain subsidiaries in Brazil. As further discussed in Note 5, the results of operations and cash flows of these subsidiaries have been classified as discontinued operations in the consolidated financial statements for all periods presented.

Accounting Standards Adopted

In March 2018, the FASB issued ASU 2018-05, *Income Taxes (Topic 740): Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118* , which allowed SEC registrants to record provisional amounts in earnings for the year ended December 31, 2017 due to the complexities involved in accounting for the enactment of the Tax Cuts and Jobs Act. The Company recognized the estimated income tax effects of the Tax Cuts and Jobs Act in its 2017 consolidated financial statements in accordance with SEC Staff Accounting Bulletin No. 118. The Company finalized its accounting in 2018. Refer to Note 13 for further information regarding the provisional amounts recorded by the Company.

In February 2018, the FASB issued ASU 2018-02, *Income Statement – Reporting Comprehensive Income (Topic 220)*. This ASU allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act. The new standard also requires certain disclosures about stranded tax effects. This ASU is effective for fiscal years beginning after December 15, 2018, and interim periods within those fiscal years, with early adoption permitted. The ASU should be applied either in the period of adoption or retrospectively to each period (or periods) in which the effect of the change in the U.S. federal corporate income tax rate in the Tax Cuts and Jobs Act of 2017 (as further discussed in Note 13) is recognized. The Company early adopted this standard effective January 1, 2018 and as a result of adopting this standard, $0.3 million of stranded tax effects were reclassified from accumulated other comprehensive income to retained earnings in the first quarter of 2018.

In March 2017, the FASB issued ASU 2017-07, *Compensation – Retirement Benefits (Topic 715) – Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost.* This ASU requires that an employer report the service cost component in the same line item(s) as other compensation costs arising from services rendered by the pertinent employees during the period. The other components of net benefit cost are required to be presented in the income statement separately from the service cost component and outside a subtotal of income from operations, if one is presented. The ASU also allows only the service cost component to be eligible for capitalization when applicable. The ASU is effective for annual periods beginning after December 15, 2017, and interim periods within those annual periods. The ASU should be applied retrospectively for the presentation of the service cost component and the other components of net periodic pension cost and net periodic postretirement benefit cost in the income statement and prospectively, on and after the effective date, for the capitalization of the service cost component of net periodic pension cost and net periodic postretirement benefit in assets. The Company adopted this standard effective January 1, 2018 and the adoption did not have a material impact on its consolidated financial statements as the pension plan is frozen.

In November 2016, the FASB issued ASU 2016 -18, *Statement of Cash Flows (Topic 230) - Restricted Cash* . This ASU requires that companies include amounts generally described as restricted cash and restricted cash equivalents, along with cash and cash equivalents, when reconciling the beginning-of-period and end-of-period amounts shown on the statement of cash flows. The ASU should be applied using a retrospective transition method to each period presented and is effective for annual reporting periods beginning after December 15, 2017 and interim periods within those annual periods. The Company adopted this standard effective January 1, 2018. At adoption, the inclusion of restricted cash with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts presented on the consolidated statements of cash flows did not have a material impact on the Company's net cash flows in prior years.

In October 2016, the FASB issued ASU 2016-16, *Accounting for Income Taxes: Intra-Entity Transfers of Assets Other Than Inventory (Topic 740)* . This ASU requires immediate recognition of the income tax consequences of intercompany asset transfers other than inventory. The ASU is effective for annual reporting periods beginning after December 15, 2017 and interim periods within those annual perio ds. The Company adopted this standard effective January 1, 2018, and the adoption of this standard did not have a material impact on its consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* , to clarify the principles used to recognize revenue for all entities. Under ASU 2014-09, an entity recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which a company expects to be entitled in exchange for those goods or services. Additional disclosures are also required to help users of financial statements understand the nature, amount, and timing of revenue and cash flows arising from contracts. The Company adopted the new guidance effective January 1, 2018 using the modified retrospective approach and applied the new guidance to all open contracts at the date of adoption. Adoption of the new standard resulted in changes to the Company's accounting policy and disclosures related to revenue recognition (refer to Note 2). The impact of adopting this standard on the Company's consolidated financial statements was not material, and there was no cumulative transition adjustment required.

Accounting Standards Not Yet Adopted

In August 2018, the FASB issued ASU 2018-15, *Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40).* This ASU aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). The ASU is effective for annual periods beginning after December 15, 2019, and interim periods within those annual periods. Early adoption is permitted and this ASU should be applied either retrospectively or prospectively to all implementation costs incurred after the date of adoption. The Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-14, *Compensation – Retirement Benefits – Defined Benefit Plans – General (Subtopic 715-20).* This ASU modifies the disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. The ASU is effective for annual periods ending after December 15, 2020, with early adoption permitted and should be applied on a retrospective basis to all periods presented. The Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement.* This ASU modifies the disclosure requirements on fair value measurements by removing, modifying, or adding certain disclosures. This guidance is effective for annual periods beginning after December 15, 2019, and interim periods within those annual periods. Early adoption is permitted. Certain disclosures in this ASU are required to be applied on a retrospective basis and others on a prospective basis. The Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements.

In January 2017 , the FASB issued ASU 2017-04, *Intangibles - Goodwill and Other (Topic 350) - Simplifying the Test for Goodwill Impairment.* This ASU eliminates Step 2 of the goodwill impairment test and requires goodwill impairment to be measured as the amount by which a reporting unit's carrying amount exceeds its fair value, not to exceed the carrying amount of its goodwill. The ASU is effective for annual or any interim goodwill impairment tests in fiscal years beginning after December 15, 2019. The guidance allows for early adoption for impairment testing dates after January 1, 2017. While the Company has elected not to early adopt this guidance and will continue to evaluate the timing of adoption, it does not believe that the adoption of this guidance will have a material impact on its consolidated financial statements unless a goodwill impairment were to occur.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses: Measurement of Credit Losses on Financial Instruments* , which introduces new guidance for the accounting for credit losses on instruments. The new guidance introduces an approach based on expected losses to estimate credit losses on certain types of financial instruments. This ASU is effective for fiscal years beginning after December 15, 2019 including interim periods within that reporting period, with early adoption permitted for fiscal years beginning after December 15, 2018. The Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* . Under ASU 2016-02, an entity will be required to recognize right-of-use assets and le ase liabilities on its balance sheet, and disclose key information about the amount, timing and uncertainty of cash flows arising from leasing arrangements. The new standard is effective for the Company beginning January 1, 2019, and must be adopted using either the modified retrospective approach, which requires application of the new guidance at the beginning of the earliest comparative period presented or the optional transition approach, which requires application of the new guidance at the standard's e ffective date. The Company will adopt the new guidance effective January 1, 2019 using the optional transition method. The Company is substantially complete with its implementation of the new standard, which included designing and implementing changes to p rocesses, controls and systems, where necessary, to address the requirements of the new standard. Upon adoption, the Company expects to recognize right-of-use assets and lease liabilities in the range of $5.7 million to $6.7 million for substantially all o f its operating leases. The remaining undiscounted minimum lease commitments as of December 31, 2018 are summarized in Note 15, Leases. It is not expected that the adoption of this standard will have a material impact on the consolidated results of operati ons or cash flows. The Company will also record a cumulative-effect adjustment to retained earnings upon adoption to recognize the remaining deferred gain on the sale-leaseback transaction that occurred prior to the date of initial application. Additionall y, the standard requires new disclosures related to leases, which the Company is in the process of finalizing.

Translation of Foreign Currencies

All asset and liability accounts of consolidated foreign subsidiaries are translated at the current exchange rate as of the end of the accounting period and income statement items are translated monthly at an average currency exchange rate for the period. The resulting translation adjustment is recorded in other comprehensive income (loss) as a separate component of shareholders' equity.

Fair Value Measurement

The Company follows guidance included in Accounting Standards Codification (" ASC") 820, Fair Value Measurements and Disclosures, for its financial assets and liabilities, as required. The guidance established a common definition for fair value to be applied under U.S. GAAP requiring the use of fair value, established a framework for measuring fair value, and expanded disclosure requirements about such fair value measurements. The guidance did not require any new fair value measurements, but rather applied to all other accounting pronouncements that require or permit fair value measurements. Under ASC 820, the hierarchy that prioritizes the inputs to valuation techniques used to measure fair value is divided into three levels:

Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2: Unadjusted quoted prices in active markets for similar assets or liabilities, unadjusted quoted prices for identical similar assets or liabilities in markets that are not active or inputs that are observable either directly or indirectly.

Level 3: Unobservable inputs for which there is little or no market data or which reflect the entity's own assumptions.

Financial assets that are measured at net asset value, which is a practical expedient to estimating fair value, are not classified in the fair value hierarchy.

The Company has financial instruments, including cash, accounts receivable, accounts payable and accrued expenses. The fair value of these financial instruments approximate carrying value due to the nature and relative short maturity of these assets and liabilities.

The fair value of debt under the Company's Loan Agreement, as defined in Note 12, approximates carrying value due to the floating rates and relative short maturity (less than 90 days) of the revolving borrowings under this agreement. The fair value of the Company's fixed rate senior unsecured notes was estimated using market observable inputs for the Company's comparable peers with public debt, including quoted prices in active markets and interest rate measurements which are considered Level 2 inputs. At December 31, 2018 and 2017, the aggregate fair value of the Company's outstanding fixed rate senior unsecured notes was estimated at $76.8 million and $78.0 million, respectively.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentration of credit risk primarily consist of trade accounts receivable. The concentration of accounts receivable credit risk is generally limited based on the Company's diversified operations, with customers spread across many industries and countries. In 2018, there were no customers that accounted for more than ten percent of net sales. Outside of the United States, only customers located in Canada, which account for approximately 4.1% of net sales, are significant to the Company's operations. In addition, management has established certain requirements that customers must meet before credit is extend ed. The financial condition of customers is continually monitored and collateral is usually not required. The Company evaluates the collectability of accounts receivable based on a combination of factors. In circumstances where the Company is aware of a sp ecific customer's inability to meet its financial obligations, a specific allowance for doubtful accounts is recorded against amounts due to reduce the net recognized receivable to the amount the Company reasonably believes will be collected. Additionally, the Company also reviews historical trends for collectability in determining an estimate for its allowance for doubtful accounts. If economic circumstances change substantially, estimates of the recoverability of amounts due the Company could be reduced b y a material amount. Expense related to bad debts was approximately $0.7 million, $0.7 million and $0.8 million for 2018, 2017 and 2016, respectively, and is recorded within selling expenses in the Consolidated Statements of Operations. Deductions from the allowance for doubtful accounts, net of recoveries, were approximately $0.5 million, $0.7 million and $0.4 million for 2018, 2017 and 2016, respectively.

(Dollars in thousands, except where otherwise indicated)

Inventories

Inventories are valued at the lower of cost or market for last-in, first-out ("LIFO") inventory and lower of cost or net realizable value for first-in, first-out ("FIFO") inventory. Approximately 30 percent of our inventories are valued using the LIFO method of determining cost. All other inventories are valued at the FIFO method of determining cost.

Inventories at December 31 consist of the following:

	December 31, 2018	December 31, 2017
Finished and in-process products	$ 27,960	$ 30,874
Raw materials and supplies	15,636	16,151
	$ 43,596	$ 47,025

If the FIFO method of inventory cost valuation had been used exclusively by the Company, inventories would have been $5.1 million and $5.6 million higher than reported at December 31, 2018 and 2017, respectively. Cost of sales decreased by $0.5 million and $0.1 million in 2018 and 2017, respectively, as a result of the liquidation of LIFO inventories. Cost of sales increased by $0.1 million in 2016 as a result of the liquidation of LIFO inventories.

Property, Plant and Equipment

Property, plant and equipment are carried at cost less accumulated depreciation and amortization. The Company provides for depreciation and amortization on the basis of the straight-line method over the estimated useful lives of the assets as follows:

Buildings	20 to 40 years
Machinery and Equipment	3 to 10 years
Leasehold Improvements	5 to 10 years

The Company's property, plant and equipment by major asset class at December 31 consists of:

	December 31, 2018	December 31, 2017
Land	$ 7,017	$ 7,815
Buildings and leasehold improvements	53,821	59,730
Machinery and equipment	253,785	260,880
	314,623	328,425
Less allowances for depreciation and amortization	(249,163)	(244,521)
	$ 65,460	$ 83,904

At December 31, 2018 and 2017, the Company had approximately $6.8 million and $6.9 million, respectively, of capitalized software costs included in machinery and equipment. Amortization expense related to capitalized software costs was approximately $0.5 million, $1.0 million and $0.6 million in 2018, 2017 and 2016, respectively.

(Dollars in thousands, except where otherwise indicated)

Long-L ived Assets

The Company reviews its long-lived assets and identifiable intangible assets with finite lives for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Determination of potential impairment related to assets to be held and used is based upon undiscounted future cash flows resulting from the use and ultimate disposition of the asset and related asset group. For assets held for sale, the amount of potential impairment may be based upon appraisal of the asset, estimated market value of similar assets or estimated cash flow from the disposition of the asset. Refer to Note 3 for discussion of the impairment charges.

Accumulated Other Comprehensive Income (Loss)

Changes in accumulated other comprehensive income (loss) were as follows:

	Foreign Currency	Defined Benefit Pension Plans	Total
Balance at January 1, 2016	$ (37,447)	$ (1,663)	$ (39,110)
Other comprehensive income (loss) before reclassifications	5,105	(222)	4,883
Amounts reclassified from accumulated other comprehensive income, net of tax of ($30) (1)	—	53	53
Net current-period other comprehensive income (loss)	5,105	(169)	4,936
Balance at December 31, 2016	(32,342)	(1,832)	(34,174)
Other comprehensive income (loss) before reclassifications	2,391	(31)	2,360
Amounts reclassified from accumulated other comprehensive income, net of tax of ($24) (1) (2)	17,201	72	17,273
Net current-period other comprehensive income (loss)	19,592	41	19,633
Balance at December 31, 2017	(12,750)	(1,791)	(14,541)
Other comprehensive income (loss) before reclassifications	(3,501)	14	(3,487)
Amounts reclassified from accumulated other comprehensive income, net of tax of ($21) (1)	—	63	63
Reclassification of stranded tax effects to retained earnings (3)	—	(315)	(315)
Net current-period other comprehensive income (loss)	(3,501)	(238)	(3,739)
Balance at December 31, 2018	$ (16,251)	$ (2,029)	$ (18,280)

(1) The accumulated other comprehensive income (loss) components related to defined benefit pension plans are included in the computation of net periodic pension cost. See Note 14, Retirement Plans for additional details.
(2) Cumulative translation adjustment associated with the sale of the Brazil Business, as further discussed in Note 5, was included in the carrying value of assets disposed of.
(3) Reclassification of stranded tax effects resulting from the Tax Cuts and Jobs Act to retained earnings due to the adoption of ASU 2018-02 during the first quarter of 2018.

Stock Based Compensation

The Company has stock incentive plans that provide for the granting of stock-based compensation to employees and to non-employee directors. Shares issued for option exercises or restricted stock units may be either from authorized but unissued shares or treasury shares. The Company records the costs of the plan under the provisions of ASC 718, *Compensation — Stock Compensation* . For transactions in which the Company obtains employee services in exchange for an award of equity instruments, the Company measures the cost of the services based on the grant date fair value of the award. The Company recognizes the cost over the period during which an employee is required to provide services in exchange for the award, referred to as the requisite service period (usually the vesting period).

Income Taxes

Income taxes are accounted for under the liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those differences are expected to be received or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period the change is enacted.

(Dollars in thousands, except where otherwise indicated)

ASC 740, *Income Taxes* ("ASC 740") requires that deferred tax assets be reduced by a valuation allowance, if based on all available eviden ce, it is more likely than not that the deferred tax asset will not be realized. The Company evaluates the recovery of its deferred tax assets by assessing the adequacy of future expected taxable income from all sources, including reversal of taxable tempo rary differences, forecasted operating earnings and available tax planning strategies. These sources of income inherently rely heavily on estimates.

The Company evaluates its tax positions in accordance with ASC 740, which provides detailed guidance for the financial statement recognition, measurement and disclosure of uncertain tax positions recognized in an enterprise's financial statements. Income tax positions must meet a more-likely-than-not recognition threshold at the effective date to be recognized under ASC 740. The Company recognizes potential accrued interest and penalties related to unrecognized tax benefits as a component of income tax expense.

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents. Cash equivalents are stated at cost, which approximates market value. The Company maintains operating cash and reserves for replacement balances in financial institutions which, from time to time, may exceed federally insured limits. The Company periodically assesses the financial condition of these institutions and believes that the risk of loss is minimal.

Cash flows used in investing activities excluded $1.1 million, $0.6 million and $0.1 million of accrued capital expenditures in 2018, 2017 and 2016, respectively.

2. Revenue Recognition

The following table disaggregates the Company's revenue by major market:

	For the Year Ended December 31, 2018			
	Material Handling	Distribution	Inter-company	Consolidated
Consumer	$ 78,174	$ —	$ —	$ 78,174
Vehicle	95,247	—	—	95,247
Food and beverage	101,610	—	—	101,610
Industrial	142,168	—	(100)	142,068
Auto aftermarket	—	149,636	—	149,636
Total net sales	$ 417,199	$ 149,636	$ (100)	$ 566,735

Revenue is recognized when obligations under the terms of a contract with customers are satisfied. In both the Distribution and Material Handling segments, this generally occurs with the transfer of control of the Company's products. This transfer of control may occur at either the time of shipment from a Company facility, or at the time of delivery to a designated customer location. Obligations under contracts with customers are typically fulfilled within 90 days of receiving a purchase order from a customer, and generally no other future obligations are required to be performed. The Company does not enter into any long-term contracts with customers greater than one year. Based on the nature of the Company's products and customer contracts, the Company has not recorded any deferred revenue, with the exception of cash advances or deposits received from customers prior to transfer of control of the product. These advances are typically fulfilled within the 90 day time frame mentioned above.

Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring the products. Certain contracts with customers include variable consideration, such as rebates or discounts. The Company recognizes estimates of this variable consideration each period, primarily based on the most likely level of consideration to be paid to the customer under the specific terms of the underlying programs. While the Company's contracts with customers do not generally include explicit rights to return product, the Company will in practice allow returns in the normal course of business and as part of the customer relationship. Thus, the Company estimates the expected returns each period based on an analysis of historical experience. For certain businesses where physical recovery of the product from returns occurs, the Company records an estimated right to return asset from such recovery, based on the approximate cost of the product.

(Dollars in thousands, except where otherwise indicated)

Amounts included in the Consolidated Statements of Financial Position related to revenue recognition include:

	December 31, 2018	December 31, 2017	Statement of Financial Position Classification
Returns, discounts and other allowances	$ (1,169)	$ (853)	Accounts receivable
Right of return asset	535	292	Inventories, net
Customer deposits	(806)	(140)	Other current liabilities
Accrued rebates	(2,559)	(2,962)	Other current liabilities

Sales, value added, and other taxes the Company collects concurrent with revenue from customers are excluded from net sales. The Company has elected to recognize the cost for shipments to customers when control over products has transferred to the customer. Costs for shipments to customers are classified as selling expenses for the Company's manufacturing businesses and as cost of sales for the Company's distribution business in the accompanying Consolidated Statements of Operations. The Company incurred costs for shipments to customers of approximately $9.7 million, $8.2 million and $8.9 million in selling expenses for the years ended December 31, 2018, 2017 and 2016, respectively, and $5.7 million, $6.0 million, and $6.1 million in cost of sales for the years ended December 31, 2018, 2017 and 2016, respectively. All other internal distribution costs are recorded in selling expenses.

Based on the short term nature of contracts described above, the Company does not incur significant contract acquisition costs. These costs, as well as other incidental items that are immaterial in the context of the contract, are recognized as expense as incurred.

3. Impairment Charges

As part of its ongoing strategy, the Company has been evaluating its various real estate holdings over the past two years. As a result of these initiatives, certain buildings have been reclassified as held for sale in 2017 and 2018. Based on the estimated fair value of these buildings (using primarily third party offers considered to be Level 2 inputs), less estimated costs to sell, the Company recorded impairment charges of $0.3 million and $0.5 million during the years ended December 31, 2018 and 2017, respectively. As of December 31, 2018 and 2017, the Company had classified $4.4 million and $0.3 million for buildings as held for sale, in Other Assets in the Consolidated Statements of Financial Position. During 2018 and 2017, the Company sold certain buildings previously held for sale for net proceeds of $2.3 million and $3.1 million, respectively.

During 2016, the Company recorded impairment charges of $1.3 million, primarily related to long-lived assets associated with the exit of a non-strategic product line in the Material Handling Segment.

4. Goodwill and Intangible Assets

The Company tests for impairment of goodwill and indefinite-lived intangible assets on at least an annual basis, unless significant changes in circumstances indicate a potential impairment may have occurred sooner. Such changes in circumstances may include, but are not limited to, significant changes in economic and competitive conditions, the impact of the economic environment on the Company's customer base or its businesses, or a material negative change in its relationships with significant customers.

The Company conducted its annual goodwill impairment assessment as of October 1 for all of its reporting units, noting no impairment in continuing operations in 2018, 2017 or 2016.

During the 2018 annual review of goodwill, management performed a qualitative assessment for all of its reporting units. After considering changes to assumptions used in the most recent quantitative annual testing for each reporting unit, including macroeconomic conditions, industry and market considerations, overall financial performance, the magnitude of the excess of fair value over the carrying amount of each reporting unit as determined in the most recent quantitative annual testing, and other factors, management concluded that it was not more likely than not that the fair values of the reporting units were less than their respective carrying values and, therefore, did not perform a quantitative analysis in 2018. A qualitative analysis was also performed at October 31, 2017 and a quantitative analysis was performed at October 1, 2016.

(Dollars in thousands, except where otherwise indicated)

The changes in the carrying amount of goodwill for the years ended December 31, 2018 and 2017 were as follows:

	Distribution	Material Handling	Total
January 1, 2017	$ 505	$ 58,714	$ 59,219
Foreign currency translation	—	752	752
December 31, 2017	$ 505	$ 59,466	$ 59,971
Foreign currency translation	—	(903)	(903)
December 31, 2018	$ 505	$ 58,563	$ 59,068

Intangible assets other than goodwill primarily consist of trade names, customer relationships, patents, and technology assets established in connection with acquisitions. These intangible assets, other than certain trade names, are amortized over their estimated useful lives. The Company performs an annual impairment assessment for the indefinite lived trade names which had a carrying value of $9,782 and $9,972 at December 31, 2018 and 2017, respectively. In performing this assessment the Company uses an income approach, based primarily on Level 3 inputs, to estimate the fair value of the trade name. The Company records an impairment charge if the carrying value of the trade name exceeds the estimated fair value at the date of assessment.

Intangible assets at December 31, 2018 and 2017 consisted of the following:

		2018			2017		
	Weighted Average Remaining Useful Life (years)	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Trade Names - Indefinite Lived		$ 9,782	$ —	$ 9,782	$ 9,972	$ —	$ 9,972
Trade Names	6.5	80	(45)	35	80	(40)	40
Customer Relationships	1.5	39,521	(31,896)	7,625	41,043	(27,396)	13,647
Technology	5.2	24,980	(12,142)	12,838	24,980	(9,590)	15,390
Patents	0.0	11,730	(11,730)	—	11,730	(11,730)	—
		$ 86,093	$ (55,813)	$ 30,280	$ 87,805	$ (48,756)	$ 39,049

Intangible amortization expense was $8,099, $8,378 and $9,277 in 2018, 2017 and 2016, respectively. Estimated annual amortization expense for intangible assets with finite lives for the next five years is: $7,571 in 2019; $4,819 in 2020; $2,278 in 2021; $2,278 in 2022 and $2,278 in 2023.

5. Disposal of Businesses

On December 18, 2017, the Company, collectively with its wholly owned subsidiary, Myers Holdings Brasil, Ltda. (“Holdings”), completed the sale of its subsidiaries, Myers do Brasil Embalagens Plasticas Ltda. and Plasticos Novel do Nordeste Ltda. (collectively, the “Brazil Business”), to Novel Holdings – Eireli (“Buyer”), an entity controlled by a member of the Brazil Business’ management team. The divestiture of the Brazil Business will allow the Company to focus resources on its core businesses and additional growth opportunities. The Brazil Business is a leading designer and manufacturer of reusable plastic shipping containers, plastic pallets, crates and totes used for closed-loop shipping and storage in Brazil’s automotive, distribution, food, beverage and agriculture industries. The sale of the Brazil Business included manufacturing facilities and offices located in Lauro de Freitas City, Bahia, Brazil ; Ibipora, Parana, Brazil; and Jaguarinuna, Brazil. The Brazil Business was part of the Company’s Material Handling Segment.

Pursuant to the terms of the Quota Purchase Agreement by and among the Company, Holdings and Buyer (the “Purchase Agreement”), the Buyer paid a purchase price of one U.S. Dollar to the Company and has assumed all liabilities and obligations of the Brazil Business, whether arising prior to or after the closing of the transaction. There are no additional amounts due, or to be settled, under the terms of the Purchase Agreement with the Buyer. The Company recorded a loss on the sale of the Brazil Business during the fourth quarter of 2017 of $35.0 million, which included $1.2 million of cash held by the Brazil Business and approximately $0.3 million of costs to sell. In addition, the Company recorded a U.S. tax benefit of approximately $15 million as a result of a worthless stock deduction related to the Company’s investment in the Brazil Business. As a result of the Company’s U.S. Federal income tax filings in 2018, the Company reduced this estimated tax benefit by $0.7 million and recognized this adjustment within net loss from discontinued operations.

(Dollars in thousands, except where otherwise indicated)

The Company has agreed to be the guarantor under a factoring arrangement between the Buyer and Banco Alfa de Investimento S.A. until December 31, 2019 for up to $7 million, in the event the Buyer is unable to meet its obligations under this arrangement. The Company also holds a first lien against certain machinery and equipment, exercisable only upon default by the Buyer under the guaranty. Based on the nature of the guaranty, as well as the existence of the lien, the Company believes the fair value of the guaranty is immaterial (based primarily on Level 3 inputs), and thus has recorded no liability related to this guaranty in the Consolidated Statement of Financial Position. This guaranty also creates a variable in terest to the Company in the Brazil Business. Based on the terms of the transaction and the fact that the Company has no management involvement or voting interests in the Brazil Business following the sale, the Company does not have any power to direct the significant activities of the Brazil Business, and is thus not the primary beneficiary.

During the second quarter of 2014, the Company's Board of Directors approved the commencement of the sale process to divest its Lawn and Garden business to allow it to focus resources on its core growth platforms. The business was sold February 17, 2015 to an entity controlled by Wingate Partners V, L.P. ("L&G Buyer"), a private equity firm, for $110 million, subject to a working capital adjustment of approximately $4.0 million paid to the L&G Buyer in 2016. The terms of the agreement included a $90 million cash payment and promissory notes totaling $20 million that mature in August 2020 with a 6% interest rate, with approximately $8.6 million placed in escrow that was due to be settled by August 2016. The release of these funds had been extended pending the resolution of indemnification claims, as further described in Note 11. In April 2018, the Company reached agreement on the material terms of a settlement, and, as a result, recorded a pre-tax charge of $1.225 million to discontinued operations in 2018. The settlement was finalized and paid in May 2018, and upon settlement and release of any further obligation on behalf of the Company, the remaining $7.4 million was released from escrow to the Company.

During the third quarter of 2018, management of the Lawn and Garden business, now named HC Companies, Inc. ("HC"), requested an extension to the maturity of the notes as part of an effort to restructure their debt. The Company believes there is uncertainty about the ability to collect on the notes and corresponding accrued interest. The fair market value of the notes at the date of the sale was $17.8 million. The fair value of the notes receivable was calculated using Level 2 inputs as defined in Note 1. The carrying value of the notes as of December 31, 2018 and 2017 was $19.1 million and $18.7 million, respectively, which represents the fair value at the date of sale plus accretion. As a result of the uncertainty regarding the ability to collect on the notes and corresponding accrued interest, the Company recorded a provision for expected loss of $23.0 million within continuing operations to Other Expenses in the Consolidated Statements of Operations during the third quarter of 2018 based on the carrying value of the notes and corresponding accrued interest. Interest income on the notes receivable was $1.0 million, $1.3 million, and $1.3 million during the years ended December 31, 2018, 2017 and 2016 and was recognized based on the stated interest rate above. The Company ceased recognizing interest income following the recording of the provision noted above.

In connection with the financial risk described above with HC, the Company further assessed its potential obligations under a lease guarantee granted as part of the sale of the Lawn and Garden business. Refer to Note 11 for further information with regards to this obligation.

Summarized selected financial information for discontinued operations for the years ended December 31, 2018, 2017 and 2016 are presented in the following table:

	For the Year Ended December 31,		
	2018	2017*	2016
Net sales	$ —	$ 29,976	$ 23,683
Cost of sales	—	25,359	20,941
Selling, general, and administrative	1,348	6,748	5,438
(Gain) loss on disposal of assets	—	(32)	226
Impairment charges	—	—	8,545
Interest income, net	—	(286)	(469)
Gain (loss) on the disposal of the discontinued operations	—	(34,956)	—
Loss from discontinued operations before income tax	(1,348)	(36,769)	(10,998)
Income tax expense (benefit)	353	(16,036)	(731)
Loss from discontinued operations, net of income tax	$ (1,701)	$ (20,733)	$ (10,267)

* Includes Brazil Business operating results through December 18, 2017.

(Dollars in thousands, except where otherwise indicated)

Net cash flows provided by discontinued operations in 2018 resulted from the payment of expenses related to the sale of the Brazil Business, the p ayment of the settlement with the L&G Buyer noted above and partial receipt of the tax benefit from the worthless stock deduction related to the Brazil Business. The worthless stock deduction allowed the Company to reduce its estimated U.S. federal tax pay ments in 2018 by $4.3 million.

6. Net Income (Loss) Per Common Share

Net income (loss) per common share, as shown on the accompanying Consolidated Statements of Operations, is determined on the basis of the weighted average number of common shares outstanding during the periods as follows:

	For the Year Ended December 31,		
	2018	2017	2016
Weighted average common shares outstanding basic	33,426,855	30,222,289	29,750,378
Dilutive effect of stock options and restricted stock	—	340,357	217,534
Weighted average common shares outstanding diluted	33,426,855	30,562,646	29,967,912

Due to the net loss for the year ended December 31, 2018, diluted weighted-average shares outstanding are equal to basic weighted-average shares outstanding because the effect of all equity awards is anti-dilutive. Options to purchase 242,500 and 551,761 shares of common stock that were outstanding at December 31, 2017 and 2016, respectively, were not included in the computation of diluted earnings per share as the exercise prices of these options was greater than the average market price of common shares, and were therefore anti-dilutive.

7. Restructuring

The charges related to various restructuring programs implemented by the Company are included in cost of sales and selling, general and administrative ("SG&A") expenses depending on the type of cost incurred. The restructuring charges recognized in the years ended 2018, 2017 and 2016 are presented in the following table.

	2018			2017			2016		
Segment	Cost of sales	SG&A	Total	Cost of sales	SG&A	Total	Cost of sales	SG&A	Total
Distribution	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —
Material Handling	119	—	119	7,389	164	7,553	—	—	—
Corporate	—	—	—	—	—	—	—	—	—
Total	$ 119	$ —	$ 119	$ 7,389	$ 164	$ 7,553	$ —	$ —	$ —

On March 9, 2017, the Company announced a restructuring plan (the "Plan") to improve the Company's organizational structure and operational efficiency within the Material Handling Segment, which related primarily to anticipated facility shutdowns and associated activities. Total restructuring costs incurred related to the Plan were approximately $7.7 million, which includes employee severance and other employee-related costs of approximately $3.1 million, $2.6 million related to equipment relocation and facility shut down costs and non-cash charges, primarily accelerated depreciation charges on property, plant and equipment, of approximately $2.0 million.

All actions under the Plan are completed. The Company incurred $0.1 million and $7.6 million of restructuring charges associated with the activities under the Plan during the years ended December 31, 2018 and 2017, respectively.

(Dollars in thousands, except where otherwise indicated)

The table below summarizes restructuring activity for the years ended December 31, 2018 and 2017:

	Employee Reduction	Accelerated Depreciation	Other Exit Costs	Total
Balance at January 1, 2017	$ —	$ —	$ —	$ —
Charges to expense	3,022	1,993	2,538	7,553
Cash payments	(1,924)	—	(2,448)	(4,372)
Non-cash utilization	—	(1,993)	—	(1,993)
Balance at December 31, 2017	$ 1,098	$ —	$ 90	$ 1,188
Charges to expense	31	16	72	119
Cash payments	(1,099)	—	(162)	(1,261)
Non-cash utilization	—	(16)	—	(16)
Balance at December 31, 2018	$ 30	$ —	$ —	$ 30

In addition to the restructuring costs noted above, the Company also incurred other associated costs of the Plan of $1.1 million for the year ended December 31, 2017, of which $0.1 million is included in cost of sales and $1.0 is included in general and administrative expenses in the accompanying Consolidated Statements of Operations, and are primarily related to third party consulting costs. No such costs were incurred for the year ended December 31, 2018.

For the years ended December 31, 2018 and 2017, the Company recognized gains of $0.2 million and $3.9 million, respectively, on asset dispositions in connection with the planned facility closures under the Plan.

8. Other Liabilities

The balance in other current liabilities is comprised of the following:

	December 31, 2018	December 31, 2017
Customer deposits and accrued rebates	$ 3,365	$ 3,102
Dividends payable	5,260	4,478
Accrued litigation, claims and professional fees	460	417
Current portion of environmental reserves	1,229	1,322
Other accrued expenses	6,387	6,153
	$ 16,701	$ 15,472

The balance in other liabilities (long-term) is comprised of the following:

	December 31, 2018	December 31, 2017
Lease guarantee contingency	$ 10,402	$ —
Environmental reserves	3,702	3,814
Supplemental executive retirement plan liability	2,026	2,416
Pension liability	1,207	1,318
Deferred gain on sale of assets	1,237	—
Other long-term liabilities	1,220	688
	$ 19,794	$ 8,236

(Dollars in thousands, except where otherwise indicated)

9. Stock Compensation

The Company's Amended and Restated 2017 Incentive Stock Plan (the "2017 Plan") authorizes the Compensation Committee of the Board of Directors to issue up to 5,126,950 shares of various stock awards including stock options, performance-based restricted stock units, restricted stock units and other forms of equity-based awards to key employees and directors. Options granted and outstanding vest over the requisite service period and expire ten years from the date of grant.

The following tables summarize stock option activity in the past three years:

Options granted in 2018, 2017 and 2016 were as follows:

Year	Options	Exercise Price
2018	255,072	$ 21.30
2017	397,759	$ 14.30
2016	271,350	$ 11.62

Options exercised in 2018, 2017 and 2016 were as follows:

Year	Options	Exercise Price
2018	191,169	$9.97 to $20.93
2017	375,292	$9.97 to $20.93
2016	334,836	$9.00 to $14.77

In addition, options totaling 86,411, 218,130 and 162,565 expired or were forfeited during the years ended December 31, 2018, 2017 and 2016, respectively.

Options outstanding and exercisable at December 31, 2018, 2017 and 2016 were as follows:

Year	Outstanding	Range of Exercise Prices	Exercisable	Weighted Average Exercise Price
2018	965,659	$10.10 to $21.30	521,202	$ 16.08
2017	988,167	$9.97 to $20.93	539,993	$ 16.23
2016	1,183,830	$9.97 to $20.93	934,898	$ 14.88

The fair value of options granted is estimated using an option pricing model based on the assumptions set forth in the following table. The Company uses historical data to estimate employee exercise and departure behavior. The risk free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant and through the expected term. The dividend yield rate is based on the Company's historical dividend yield. The expected volatility is derived from historical volatility of the Company's shares and those of similar companies measured against the market as a whole. The Company used the binomial lattice option pricing model based on the assumptions set forth in the following table.

	2018	2017	2016
Risk free interest rate	2.90%	2.50%	1.80%
Expected dividend yield	2.50%	3.80%	4.60%
Expected life of award (years)	4.00	4.10	8.00
Expected volatility	42.50%	50.00%	50.00%
Fair value per option	$ 6.30	$ 4.47	$ 3.45

(Dollars in thousands, except where otherwise indicated)

The following table provides a summary of stock option activity for the period ended December 31, 2018:

	Shares	Average Exercise Price	Weighted Average Life (in Years)
Outstanding at December 31, 2017	988,167	$ 15.13	
Options granted	255,072	21.30	
Options exercised	(191,169)	14.30	
Canceled or forfeited	(86,411)	17.65	
Expired	—	—	
Outstanding at December 31, 2018	965,659	16.69	7.23
Exercisable at December 31, 2018	521,202	$ 16.08	6.10

The intrinsic value of a stock option is the amount by which the market value of the underlying stock exceeds the exercise price of the option. The intrinsic value of stock options exercised in 2018, 2017 and 2016 was $1,745, $2,813 and $1,809, respectively.

The following table provides a summary of restricted stock units, including performance-based restricted stock units, and restricted stock activity for the year ended December 31, 2018:

	Shares	Average Grant-Date Fair Value
Unvested shares at December 31, 2017	412,650	
Granted	178,005	$ 21.65
Vested	(104,737)	14.09
Forfeited	(62,123)	16.94
Unvested shares at December 31, 2018	423,795	

Restricted stock units are rights to receive shares of common stock, subject to forfeiture and other restrictions, which vest over a one or three year period. Restricted stock units are considered to be non-vested shares under the accounting guidance for share-based payment and are not reflected as issued and outstanding shares until the restrictions lapse. At that time, the shares are released to the grantee and the Company records the issuance of the shares. Restricted stock awards are valued based on the market price of the underlying shares on the grant date. Compensation expense is recognized on a straight-line basis over the requisite service period. At December 31, 2018, restricted stock awards had vesting periods up through March 2021.

Included in the December 31, 2018 unvested shares are 268,103 performance-based restricted stock units. The fair value of these awards is calculated using the market price of the underlying common stock on the date of grant. In determining fair value, the Company does not take into account performance-based vesting requirements. For these awards, the performance-based vesting requirements determines the number of shares that ultimately vest, which can vary from 0% to 200% of target depending on the level of achievement of established performance criteria. Compensation expense is recognized over the requisite service period subject to adjustment based on the probable number of shares expected to vest under the performance condition.

Stock compensation expense was approximately $4,257, $3,626 and $3,357 for the years ended December 31, 2018, 2017 and 2016, respectively. These expenses are included in general and administrative expenses in the accompanying Consolidated Statements of Operations. Total unrecognized compensation cost related to non-vested share based compensation arrangements at December 31, 2018 was approximately $4,737 which will be recognized over the next three years, as such compensation is earned.

10. Equity

In May 2018, the Company completed a public offering of 4,600,000 shares of its common stock at a price to the public of $18.50 per share. The net proceeds from the offering were approximately $79.5 million, after deducting underwriting discounts and commissions and $0.5 million of offering expenses paid by the Company. The Company used a portion of the net proceeds received from the offering to repay a portion of its outstanding indebtedness during the second quarter of 2018.

11. Contingencies

The Company is a defendant in various lawsuits and a party to various other legal proceedings, in the ordinary course of business, some of which are covered in whole or in part by insurance. When a loss arising from these matters is probable and can reasonably be estimated, we record the amount of the estimated loss, or the minimum estimated liability when the loss is estimated using a range, and no point within the range is more probable of occurrence than another. As additional information becomes available, any potential liability related to these matters will be assessed and the estimates will be revised, if necessary.

Based on current available information, management believes that the ultimate outcome of these matters, including those described below, will not have a material adverse effect on our financial position, cash flows or overall trends in our results of operations. However, these matters are subject to inherent uncertainties, and unfavorable rulings could occur. If an unfavorable ruling were to occur, there exists the possibility of a material adverse impact on the financial position and results of operations of the period in which the ruling occurs, or in future periods.

New Idria Mercury Mine

In September 2015, the U.S. Environmental Protection Agency ("EPA") informed a subsidiary of the Company, Buckhorn, Inc. ("Buckhorn") via a notice letter and related documents (the "Notice Letter") that it considers Buckhorn to be a potentially responsible party ("PRP") in connection with the New Idria Mercury Mine site ("New Idria Mine"). New Idria Mining & Chemical Company ("NIMCC"), which owned and/or operated the New Idria Mine through 1976, was merged into Buckhorn Metal Products Inc. in 1981, which was subsequently acquired by Myers Industries in 1987. As a result of the EPA Notice Letter, Buckhorn and the Company engaged in negotiations with the EPA with respect to a draft Administrative Order of Consent ("AOC") proposed by the EPA for the Remedial Investigation/Feasibility Study ("RI/FS") to determine the extent of remediation necessary and the screening of alternatives.

During the fourth quarter of 2018, the Company and the EPA finalized the AOC and related Statement of Work ("SOW") with regards to the New Idria Mine. The AOC is effective as of November 27, 2018, the date that it was executed by the EPA. The AOC and accompanying SOW document the terms, conditions and procedures for the Company's performance of the RI/FS. In addition, the AOC requires the Company to provide $2 million of financial assurance to the EPA during the estimated three year life of the RI/FS. In January 2019, the Company provided this assurance as a letter of credit. The AOC also includes provisions for payment by the Company of the EPA's costs of oversight of the RI/FS, including a prepayment in the amount of $0.2 million, which was paid in January 2019.

Since October 2011, when New Idria was added to the Superfund National Priorities List by the EPA, the Company has recognized $5.9 million of costs, of which approximately $2.5 million has been paid to date. These costs are comprised primarily of negotiation of the AOC, identification of possible insurance resources and other PRPs, estimates to perform the RI/FS, EPA oversight fees, past cost claims made by the EPA, periodic monitoring, and responses to unilateral administrative orders issued by the EPA. Expenses of $0.2 million, $1.3 million, and $1.0 million were recorded in the years ended December 31, 2018, 2017, and 2016, respectively. All charges related to this claim have been recorded within general and administrative expenses in the Consolidated Statements of Operations.

As of December 31, 2018 and 2017, the Company had a total reserve of $3.4 million and $3.6 million, respectively, related to the New Idria Mine. As of December 31, 2018, $0.9 million is classified in Other Current Liabilities and $2.5 million is classified in Other Liabilities on the Consolidated Statements of Financial Position.

It is possible that adjustments to the aforementioned reserves will be necessary as new information is obtained, including after preparation and EPA approval of the work plan for the RI/FS, which is anticipated to occur in the first half of 2019. Estimates of the Company's liability are based on current facts, laws, regulations and technology. Estimates of the Company's environmental liabilities are further subject to uncertainties regarding the nature and extent of site contamination, the range of remediation alternatives available, evolving remediation standards, imprecise engineering evaluation and cost estimates, the extent of remedial actions that may be required, the extent of oversight by the EPA, the number and financial condition of other PRPs that may be named as well as the extent of their responsibility for the remediation, and the availability of insurance coverage for these expenses.

At this time, we have not accrued for remediation costs in connection with this site as we are unable to estimate the liability, given the circumstances referred to above, including the fact that the final remediation strategy has not yet been determined.

New Almaden Mine (formerly re ferred to as Guadalupe River Watershed)

A number of parties, including the Company and its subsidiary, Buckhorn (as successor to NIMCC), were alleged by trustee agencies of the United States and the State of California to be responsible for natural resource damages due to environmental contamination of areas comprising the historical New Almaden mercury mines located in the Guadalupe River Watershed region in Santa Clara County, California ("County"). In 2005, Buckhorn and the Company, without admitting liability or chain of ownership of NIMCC, resolved the trustees' claim against them through a consent decree that required them to contribute financially to the implementation by the County of an environmentally beneficial project within the impacted area. Buckhorn and the Company negotiated an agreement with the County, whereby Buckhorn and the Company agreed to reimburse one-half of the County's costs of implementing the project, originally estimated to be approximately $1.6 million. As a result, in 2005, the Company recognized expense of $0.8 million representing its share of the initial estimated project costs, of which approximately $0.5 million has been paid to date. In April 2016, the Company was notified by the County that the original cost estimate may no longer be appropriate due to expanded scope and increased costs of construction, and provided a revised estimate of between $3.3 million and $4.4 million. The Company completed a detailed review of the support provided by the County for the revised estimate, and as a result, recognized additional expense of $1.2 million in 2016. As of December 31, 2018 and 2017, the Company has a total reserve of $1.5 million related to the New Almaden Mine. As of December 31, 2018, $0.3 million is classified in Other Current Liabilities and $1.2 million is classified in Other Liabilities on the Consolidated Statements of Financial Position. All charges related to this claim have been recorded with general and administrative expenses in the Consolidated Statements of Operations.

The project has not yet been implemented though significant work on design and planning has been performed. The Company is currently awaiting notice from Santa Clara County on the expected timing of fieldwork to commence. As work on the project occurs, it is possible that adjustments to the aforementioned reserves will be necessary to reflect new information. In addition, the Company may have claims against and defenses to claims by the County under the 2005 agreement that could reduce or offset its obligation for reimbursement of some of these potential additional costs. With the assistance of environmental consultants, the Company will closely monitor this matter and will continue to assess its reserves as additional information becomes available.

Lawn and Garden Indemnification Claim

In connection with the sale of the Lawn and Garden business, as described in Note 5, the Company received Notices of Indemnification Claims in April 2015 and July 2016 (collectively, the "Claims"), alleging breaches of certain representations and warranties under the agreement resulting in alleged losses in the amount of approximately $10 million. As described in Note 5, approximately $8.6 million of the sale proceeds that were placed in escrow were due to be settled in August 2016; however, the release of these funds had been extended pending the resolution of the Claims, which were the subject of a lawsuit in the Delaware Chancery Court.

In April 2018, the Company reached agreement on the material terms of a settlement, and as a result, recorded a pre-tax charge of $1.225 million to discontinued operations in 2018. The settlement agreement was finalized in May 2018, and the settlement amount was funded from the escrow account. In addition, upon settlement and release of any further obligation on behalf of the Company, the remaining $7.4 million was released from escrow to the Company in 2018.

Lawn and Garden Lease Guarantee

In connection with the sale of the Lawn and Garden business, as described in Note 5, the Company is a guarantor for one of HC's facility leases expiring in September 2025 for any remaining rent payments under the lease for which HC is unable to meet its obligations. Current annual rent for the facility is approximately $2 million, and is subject to annual CPI increases throughout the lease term. In connection with the financial risk associated with HC, as described in Note 5, the Company assessed its range of potential obligations under the lease guarantee, and as a result of this analysis, recorded a liability and related pre-tax charge of $10.3 million during 2018. The carrying value of the lease obligation as of December 31, 2018 was $10.4 million, which represents the initial liability recorded plus accretion and is included in Other Liabilities on the Consolidated Statements of Financial Position. The related initial charge was recorded to Other Expenses in the Consolidated Statements of Operations.

(Dollars in thousands, except where otherwise indicated)

Patent Infringement

On December 11, 2018, No Spill Inc. filed suit against Scepter Manufacturing LLC and Scepter Corporation ("Scepter") in the United States District Court for the District of Kansas asserting infringement of two patents, breach of contract, and trade dress claims in relation to plastic gasoline containers Scepter manufactures and sells in the United States. On December 31, 2018, the parties filed a waiver of service and extension of time to file a response to the complaint. The response to the complaint is due on March 28, 2019. A schedule in the case has not yet issued. Scepter intends to defend itself vigorously in this matter. Due to the inherent uncertainties of litigation, the Company cannot accurately predict the ultimate outcome of this matter, and is unable at this time to determine whether the outcome of the litigation will have a material impact on its results of operations, financial condition, or cash flows. Accordingly, the Company has not currently recorded any reserves for this matter.

12. Long-Term Debt and Loan Agreements

Long-term debt at December 31, 2018 and 2017 consisted of the following:

	December 31, 2018	December 31, 2017
Loan Agreement	$ —	$ 74,632
4.67% Senior Unsecured Notes due 2021	40,000	40,000
5.25% Senior Unsecured Notes due 2024	11,000	11,000
5.30% Senior Unsecured Notes due 2024	15,000	15,000
5.45% Senior Unsecured Notes due 2026	12,000	12,000
	78,000	152,632
Less unamortized deferred financing costs	1,210	1,596
	$ 76,790	$ 151,036

In March 2017, the Company entered into a Fifth Amended and Restated Loan Agreement (the "Loan Agreement"). The Loan Agreement replaced the pre-existing $300 million senior revolving credit facility with a $200 million facility and extended the term from December 2018 to March 2022.

Under the terms of the Loan Agreement, the Company may borrow up to $200 million, reduced for letters of credit issued. As of December 31, 2018, the Company had $195.6 million available under the Loan Agreement. The Company had $4.4 million of letters of credit issued related to insurance and other financing contracts in the ordinary course of business at December 31, 2018. In addition, as described in Note 11, the Company issued an additional letter of credit of $2 million in January 2019. Borrowings under the Loan Agreement bear interest at the LIBOR rate, prime rate, federal funds effective rate, the Canadian deposit offered rate, or the eurocurrency reference rate depending on the type of loan requested by the Company, in each case plus the applicable margin as set forth in the Loan Agreement.

The Company's Senior Unsecured Notes ("Notes") range in face value from $11 million to $40 million, with interest rates ranging from 4.67% to 5.45%, payable semiannually, and maturing between 2021 and 2026. In September 2017, the Company made an offer to all holders of the $100 million Notes to purchase all or a portion of the Notes prior to their maturity dates. In October 2017, one note holder accepted the offer and elected to tender $22 million in Notes. The Company purchased the Notes from the holder on October 31, 2017 for approximately $23.8 million, which includes the outstanding principal balance of $22.0 million and a make-whole premium of $1.8 million. A loss on extinguishment of debt of approximately $1.9 million was recorded during 2017, which consisted of the make-whole premium plus unamortized deferred financing costs of $0.1 million.

Amortization expense of the deferred financing costs was $386, $508, and $466 for the years ended December 31, 2018, 2017 and 2016, respectively, and is included in interest expense in the Consolidated Statements of Operations.

The average interest rate on borrowings under our loan agreements were 5.75% for 2018, 4.94% for 2017, and 4.69% for 2016, which includes a quarterly facility fee on the used and unused portion.

(Dollars in thousands, except where otherwise indicated)

As of December 31, 2018 , the Company was in compliance with all of its debt covenants associated with its Loan Agreement and Notes. The most restrictive financial covenants for all of the Company’s debt are an interest coverage ratio (defined as earnings before interest, taxes, depreciation and amortization, as adjusted, divided by interest expense) and a leverage ratio (defined as total debt divided by earnings before interest, taxes, depreciation and amortization, as adjusted). The ratios as of December 31, 2018 are shown in th e following table:

	Required Level	Actual Level
Interest Coverage Ratio	3.00 to 1 (minimum)	11.60
Leverage Ratio	3.25 to 1 (maximum)	1.15

13. Income Taxes

The effective tax rate from continuing operations was 218.7% in 2018, 31.0% in 2017 and 39.5% in 2016. A reconciliation of the Federal statutory income tax rate to the Company’s effective tax rate is as follows:

	Percent of Income before Income Taxes		
	2018	2017	2016
Statutory Federal income tax rate	21.0%	35.0%	35.0%
State income taxes - net of Federal tax benefit	42.5	8.3	3.0
Foreign tax rate differential	3.9	(1.6)	(0.9)
Domestic production deduction	—	(5.2)	(3.2)
Non-deductible expenses	93.8	0.4	2.9
Impact of tax law changes	22.1	(7.4)	—
Changes in unrecognized tax benefits	42.9	0.9	(0.8)
Foreign tax incentives	(3.1)	—	(0.4)
Valuation allowances	—	—	3.2
Other	(4.4)	0.6	0.7
Effective tax rate for the year	218.7%	31.0%	39.5%

Income from continuing operations before income taxes was attributable to the following sources:

	2018	2017	2016
United States	$ 419	$ 12,979	$ 17,010
Foreign	970	2,729	1,709
Totals	$ 1,389	$ 15,708	$ 18,719

Income tax expense (benefit) from continuing operations consisted of the following:

	2018		2017		2016	
	Current	Deferred	Current	Deferred	Current	Deferred
Federal	$ 9,694	$ (7,910)	$ 6,304	$ (4,394)	$ 5,684	$ (413)
Foreign	1,218	(718)	1,821	(883)	515	741
State and local	1,575	(822)	2,402	(386)	641	227
	$ 12,487	$ (9,450)	$ 10,527	$ (5,663)	$ 6,840	$ 555

(Dollars in thousands, except where otherwise indicated)

On December 22, 2017, th e United States enacted the Tax Cuts and Jobs Act (the "Tax Act"). Effective January 1, 2018, the Tax Act established a corporate income tax rate of 21%, replacing the former 35% rate, and created a territorial tax system rather than a worldwide system, wh ich generally eliminated the U.S. federal income tax on dividends from foreign subsidiaries. The transition to the territorial system included a one-time deemed repatriation transition tax ("Transition Tax") on certain foreign earnings previously untaxed i n the United States. In response to the complexities and timing of issuance of the Tax Act, the SEC issued Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act ("SAB 118") which provided up to a one-year measur ement period for companies to finalize the accounting for the impacts of this new legislation. As required, the Company finalized its accounting during 2018 for items previously considered provisional. At December 31, 2017, the Company recorded an initial provisional net benefit to income tax expense of $1.2 million related to the enactment of the Tax Act. This net benefit included a provisional deferred tax benefit of $3.0 million related to revaluing the net U.S. deferred tax liabilities to reflect the lo wer U.S. corporate tax rate. The deferred tax benefit was offset by a provision of $1.8 million related to the Transition Tax. In general, the Transition Tax imposed by the Tax Act results in the taxation of foreign earnings and profits ("E&P") at a 15.5% rate on liquid assets and 8% on the remaining unremitted foreign E&P, both net of foreign tax credits. The provisional amounts for the Transition Tax recorded by the Company in 2017 included the undistributed E&P for all the Company's foreign subsidiaries. Based on the finalized accounting and preparation of the Company's 2017 U.S. Federal Tax Return, the Company recorded a reduction of income tax expense of $0.3 million for the year ended December 31, 2018 to reflect adjustments to the previously recognize d provisional amounts under the Tax Act. In addition, the Company recorded income tax expense of $0.6 million associated with an uncertain tax position related to the calculation of the Transition Tax included in the 2017 return.

During 2018, the Company recorded a provision and related deferred tax liability of $0.6 million related to the earnings of the Company's subsidiary in Guatemala, which were deemed by management to no longer be permanently reinvested. As noted above, the E&P for all foreign subsidiaries has been previously included in the calculation of the Transition Tax, and thus, should there be a repatriation of earnings from any other foreign subsidiaries in future periods, the Company expects to be subject to only foreign withholding tax. Management does not currently anticipate a repatriation of earnings from any foreign subsidiaries, except as provided above, as these earnings are deemed to be permanently reinvested.

Significant components of the Company's deferred taxes as of December 31, 2018 and 2017 are as follows:

	2018	2017
Deferred income tax assets		
Compensation	2,774	3,030
Inventory valuation	695	502
Allowance for uncollectible accounts	237	268
Provision for loss on note receivable	5,031	—
Non-deductible accruals	4,196	2,195
Non-deductible intangibles	1,574	1,193
State deferred taxes	843	—
Capital loss carryforwards	1,982	1,982
Net operating loss carryforwards	—	405
	17,332	9,575
Valuation allowance	(1,982)	(1,982)
	15,350	7,593
Deferred income tax liabilities		
Property, plant and equipment	$ 4,247	$ 6,255
Tax-deductible goodwill	5,089	5,202
State deferred taxes	—	132
Other	744	149
	10,080	11,738
Net deferred income tax asset (liability)	$ 5,270	$ (4,145)

(Dollars in thousands, except where otherwise indicated)

ASC 740, *Income Taxes* , requires that deferred tax assets be reduced by a valuation allowance, if based on all available evidence, it is more likely than not that the deferred tax asset will not be realized. Available evidence includes the reversal of existing taxable temporary differences, future taxable income exclusive of temporary differences, taxable income in carryback years and tax planning strategies. Based on the current available evidence, the Company considers the net deferred tax asset at December 31, 2018 to be full y realizable except for the deferred tax asset related to the capital loss carryforward described below.

As further discussed in Note 5, the Company sold its investments in certain Brazilian subsidiaries on December 18, 2017. In connection with this divestiture, the Company incurred a capital loss of $9.5 million on its investment in the Myers do Brazil business and recorded a deferred tax asset of $2.0 million as the result of this capital loss carryforward. A valuation allowance of $2.0 million has been recorded against this deferred tax asset as the recovery of the asset is not more likely than not as of December 31, 2018. In addition, in accordance with ASC 740, for the year ended December 31, 2016 the Company allocated $0.6 million of a valuation allowance related to the Brazil Business to income from continuing operations in the Consolidated Statement of Operations, as this valuation allowance related to the change in estimated realizability of the beginning of the year net deferred tax asset in the Brazil Business.

The Company recorded a tax benefit of approximately $15 million generated as a result of a worthless stock deduction for the Novel do Nordeste business included in the divestiture. Although management believes that the worthless stock deduction is valid, there can be no assurance that the IRS will not challenge it and, if challenged, that the Company will prevail. This tax benefit is included in the net loss from discontinued operations in the Consolidated Statements of Operations for the year ended December 31, 2017. As a result of the Company's U.S. Federal income tax filings in 2018, the Company reduced this estimated tax benefit by $0.7 million and recognized this adjustment within net loss from discontinued operations.

The following table summarizes the activity related to the Company's unrecognized tax benefits:

	2018	2017	2016
Balance at January 1	$ 359	$ 478	$ 151
Increases related to previous year tax positions	596	359	478
Reductions due to lapse of applicable statute of limitations	—	(478)	(151)
Reduction due to settlements	—	—	—
Balance at December 31	$ 955	$ 359	$ 478

The total amount of gross unrecognized tax benefits that would reduce the Company's effective tax rate was $1.0 million, $0.4 million and $0.5 million at December 31, 2018, 2017 and 2016.

The Company and its subsidiaries file U.S. Federal, state and local, and non-U.S. income tax returns. As of December 31, 2018, the Company is no longer subject to U.S. Federal examinations by tax authorities for tax years before 2015. The Company is subject to state and local examinations for tax years of 2013 through 2017. In addition, the Company is subject to non-U.S. income tax examinations for tax years of 2013 through 2017.

14. Retirement Plans

The Company and certain of its subsidiaries have pension and profit sharing plans covering substantially all of their employees. The Company's defined benefit pension plan, *The Pension Agreement between Akro-Mils and United Steelworkers of America Local No. 1761-02* , provides benefits primarily based upon a fixed amount for each year of service. The plan was frozen in 2007, and thus benefits for service were no longer accumulated after this date.

(Dollars in thousands, except where otherwise indicated)

Net periodic pension cost for the years ended December 31, 2018, 2017 and 2016 was as follows:

	For the Year Ended December 31,		
	2018	2017	2016
Interest cost	$ 224	$ 253	$ 270
Expected return on assets	(317)	(295)	(319)
Amortization of net loss	84	96	82
Net periodic pension cost	$ (9)	$ 54	$ 33

The reconciliation of changes in projected benefit obligations are as follows:

	December 31,	
	2018	2017
Projected benefit obligation at beginning of year	$ 6,579	$ 6,503
Interest cost	224	253
Actuarial loss (gain)	(362)	276
Expenses paid	(135)	(84)
Benefits paid	(362)	(369)
Projected benefit obligation at end of year	$ 5,944	$ 6,579
Accumulated benefit obligation at end of year	$ 5,944	$ 6,579

The assumptions used to determine the net periodic benefit cost and benefit obligations are as follows:

	December 31,		
	2018	2017	2016
Discount rate for net periodic pension cost	3.50%	4.00%	4.30%
Discount rate for benefit obligations	4.20%	3.50%	4.00%
Expected long-term return of plan assets	7.50%	7.75%	7.75%

The expected long-term rate of return assumption is based on the actual historical rate of return on assets adjusted to reflect recent market conditions and future expectations consistent with the Company's current asset allocation and investment policy. In the current year, the Company's asset allocation and investment policy transitioned from a total-return strategy to a liability-driven strategy. This revised policy shifts from equities and market duration fixed income and into fixed income investments that are managed to match the duration of the underlying pension liability. The assumed discount rates represent long-term high quality corporate bond rates commensurate with the liability duration of the plan.

The following table reflects the change in the fair value of the plan's assets:

	December 31,	
	2018	2017
Fair value of plan assets at beginning of year	$ 5,261	$ 5,183
Actual return on plan assets	(27)	531
Company contributions	—	—
Expenses paid	(135)	(84)
Benefits paid	(362)	(369)
Fair value of plan assets at end of year	$ 4,737	$ 5,261

(Dollars in thousands, except where otherwise indicated)

The fair value of plan assets as of December 31, 2018 consist of mutual funds valued at $2,352 and pooled separate accounts valued at $2,385. The mutual funds were categorized as Level 1 and were determined based on period end, closing quoted prices in active markets. The pooled separate accounts are measured at net asset value as a practical expedient to estimate fair value and are not classified in the fair value hierarchy as of December 31, 2018. Each of the pooled separate accounts invest in multiple fixed securities and provide for daily redemptions by the plan with no advance notice requirements, and have redemption prices that are determined by the fund's net asset value per unit with no redemption fees.

The fair value of plan assets as of December 31, 2017, which consisted mainly of mutual funds, were all categorized as Level 1 and were determined based on period end closing, quoted prices in active markets.

The weighted average asset allocations at December 31, 2018 and 2017 were as follows:

	December 31,	
	2018	2017
U.S. Equities securities	50%	72%
U.S. Debt securities	50%	24%
Cash	—	4%
Total	100%	100%

The following table provides a reconciliation of the funded status of the plan at December 31, 2018 and 2017:

	December 31,	
	2018	2017
Projected benefit obligation	$ 5,944	$ 6,579
Plan assets at fair value	4,737	5,261
Funded status	$ (1,207)	$ (1,318)

The funded status shown above is included in Other Liabilities in the Company's Consolidated Statements of Financial Position at December 31, 2018 and 2017. The Company expects to make a contribution to the plan of $30 in 2019.

Benefit payments projected for the plan are as follows:

2019	$ 372
2020	376
2021	377
2022	374
2023	374
2024-2028	1,889

The Myers Industries Profit Sharing and 401(k) Plan is maintained for the Company's U.S. based employees, not covered under defined benefit plans, who have met eligibility service requirements. The Company recognized expense related to the 401(k) employer matching contribution in the amount of $2,216, $2,302 and $2,324 in 2018, 2017 and 2016, respectively.

In addition, the Company has a Supplemental Executive Retirement Plan ("SERP") to provide certain participating senior executives with retirement benefits in addition to amounts payable under the 401(k) plan. Expense related to the SERP was approximately $33, $128 and $192 for the years ended December 2018, 2017 and 2016, respectively. The SERP liability was based on the discounted present value of expected future benefit payments using a discount rate of 4.2% at December 31, 2018 and 3.5% at December 31, 2017. The SERP liability was approximately $2,449 and $2,923 at December 31, 2018 and 2017, respectively, and is included in Accrued Employee Compensation and Other Liabilities on the accompanying Consolidated Statements of Financial Position. The SERP is unfunded.

(Dollars in thousands, except where otherwise indicated)

15. Leases

The Company and certain of its subsidiaries are committed under non-cancelable operating leases involving certain facilities and equipment. Aggregate rental expense for all leased assets was $3,312, $3,198 and $3,625 for the years ended December 31, 2018, 2017 and 2016, respectively.

Future minimum rental commitments are as follows:

Year Ended December 31,		
2019	$	2,492
2020		1,739
2021		982
2022		966
2023		841
Thereafter		811
Total	$	7,831

On February 27, 2018, the Company completed a sale-leaseback transaction for its distribution center in Pomona, California for a net purchase price of $2.3 million. The Company realized a gain on the sale of $2.0 million, of which $0.7 million was recognized at the time of the sale. The remaining $1.3 million is being recognized ratably over the term of the ten-year lease at approximately $0.1 million per year. Simultaneous with the closing of the sale, the Company entered into a ten-year operating lease arrangement with base annual rent of approximately $0.1 million during the first year, followed by annual increases of 3% through the remainder of the lease period. This facility is included in the Company's Distribution Segment.

16. Industry Segments

Using the criteria of ASC 280, *Segment Reporting* , the Company manages its business under two operating segments, Material Handling and Distribution, consistent with the manner in which our Chief Operating Decision Maker evaluates performance and makes resource allocation decisions. None of the reportable segments include operating segments that have been aggregated. These segments contain individual business components that have been combined on the basis of common management, customers, products, production processes and other economic characteristics. The Company accounts for intersegment sales and transfers at cost plus a specified mark-up.

The Material Handling Segment manufactures a broad selection of plastic reusable containers, pallets, small parts bins, bulk shipping containers, storage and organization products and rotationally-molded plastic tanks for water, fuel and waste handling. This segment conducts its primary operations in the United States and Canada. Markets served include industrial manufacturing, food processing, retail/wholesale products distribution, agriculture, automotive, recreational vehicles, marine vehicles, healthcare, appliance, bakery, electronics, textiles, consumer, and others. Products are sold both directly to end-users and through distributors.

The Distribution Segment is engaged in the distribution of equipment, tools, and supplies used for tire servicing and automotive undervehicle repair and the manufacture of tire repair and retreading products. The product line includes categories such as tire valves and accessories, tire changing and balancing equipment, lifts and alignment equipment, service equipment and tools, and tire repair/retread supplies. The Distribution Segment operates domestically through its sales offices and four regional distribution centers in the United States, and in certain foreign countries through export sales. In addition, the Distribution Segment operates directly in certain foreign markets, principally Central America, through foreign branch operations. Markets served include retail and truck tire dealers, commercial auto and truck fleets, auto dealers, general service and repair centers, tire retreaders, and government agencies.

(Dollars in thousands, except where otherwise indicated)

Total sales from foreign business units were approximately $50.6 million, $53.9 million, and $64.2 million for the years ended December 31, 2018, 2017 and 2016, respectively. Total export sales to countries outside the U.S. were approximately $19.6 million, $17.2 million, and $18.6 million for the years ended December 31, 2018, 2017 and 2016, respectively. Sales made to customers in Canada accounted for approximately 4.1% of total net sales in 2018, 2.4% in 2017 and 4.6% in 2016. There are no other individual foreign countries for which sales are material. Long-lived assets in foreign countries, primarily in Canada, consisted of property, plant and equipment, and were approximately $14.1 million at December 31, 2018 and $17.6 million at December 31, 2017.

	2018	2017	2016
Net Sales			
Material Handling	$ 417,199	$ 391,313	$ 363,956
Distribution	149,636	156,428	170,660
Inter-company sales	(100)	(698)	(237)
Total net sales	$ 566,735	$ 547,043	$ 534,379
Income (loss) from continuing operations before income taxes			
Material Handling	$ 57,948	$ 38,874	$ 40,776
Distribution	7,441	9,073	12,834
Corporate	(59,062)	(23,059)	(26,248)
Total operating income	6,327	24,888	27,362
Interest expense, net	(4,938)	(7,292)	(8,643)
Loss on extinguishment of debt	—	(1,888)	—
Income from continuing operations before income taxes	$ 1,389	$ 15,708	$ 18,719
Identifiable Assets			
Material Handling	$ 229,962	$ 257,863	$ 268,634
Distribution	48,575	49,822	56,072
Corporate	70,108	48,257	36,271
Discontinued operations	—	—	20,707
Total identifiable assets	$ 348,645	$ 355,942	$ 381,684
Capital Additions, Net			
Material Handling	$ 4,500	$ 5,165	$ 10,933
Distribution	587	622	1,424
Corporate	36	27	132
Total capital additions, net	$ 5,123	$ 5,814	$ 12,489
Depreciation and Amortization			
Material Handling	$ 24,159	$ 28,506	$ 29,270
Distribution	1,169	1,174	1,221
Corporate	811	1,151	1,301
Total depreciation and amortization	$ 26,139	$ 30,831	$ 31,792

17. Subsequent Events (Unaudited)

On March 1, 2019, the Company sold a distribution center in Wadsworth, Ohio for net proceeds of approximately $4.5 million. This facility was classified as an asset held for sale as of December 31, 2018, as discussed in Note 3, and was included in the Company's Material Handling Segment.

(Dollars in thousands, except where otherwise indicated)

18. Summarized Quarterly Results of Operations (Unaudited)

Quarter Ended 2018	March 31	June 30	September 30	December 31	Total
Net Sales	$ 152,568	$ 140,560	$ 135,219	$ 138,388	$ 566,735
Gross Profit	47,115	47,991	42,091	42,096	179,293
Income (loss) from continuing operations	7,755	8,608	(21,137)	3,126	(1,648)
Income (loss) from discontinued operations, net	(911)	—	(2)	(788)	(1,701)
Net income (loss)	6,844	8,608	(21,139)	2,338	(3,349)
Income (loss) per common share from continuing operations:					
Basic*	$ 0.25	$ 0.26	$ (0.60)	$ 0.09	$ (0.05)
Diluted*	$ 0.25	$ 0.26	$ (0.60)	$ 0.09	$ (0.05)
Income (loss) per common share from discontinued operations:					
Basic*	$ (0.03)	$ —	$ —	$ (0.02)	$ (0.05)
Diluted*	$ (0.03)	$ —	$ —	$ (0.02)	$ (0.05)
Net income (loss) per share:					
Basic*	$ 0.22	$ 0.26	$ (0.60)	$ 0.07	$ (0.10)
Diluted*	$ 0.22	$ 0.26	$ (0.60)	$ 0.07	$ (0.10)

Quarter Ended 2017	March 31	June 30	September 30	December 31	Total
Net Sales	$ 136,572	$ 135,252	$ 135,113	$ 140,106	$ 547,043
Gross Profit	41,761	38,292	39,143	38,257	157,453
Income (loss) from continuing operations (3) (4)	3,458	2,482	3,083	1,821	10,844
Income (loss) from discontinued operations, net (1) (2)	(344)	(489)	174	(20,074)	(20,733)
Net income (loss) (1) (2) (3) (4)	$ 3,114	$ 1,993	$ 3,257	$ (18,253)	(9,889)
Income (loss) per common share from continuing operations:					
Basic*	$ 0.12	$ 0.08	$ 0.10	$ 0.06	$ 0.36
Diluted*	$ 0.11	$ 0.08	$ 0.10	$ 0.06	$ 0.35
Income (loss) per common share from discontinued operations:					
Basic*	$ (0.02)	$ (0.01)	$ 0.01	$ (0.66)	$ (0.69)
Diluted*	$ (0.01)	$ (0.01)	$ 0.01	$ (0.65)	$ (0.68)
Net income (loss) per share:					
Basic*	$ 0.10	$ 0.07	$ 0.11	$ (0.60)	$ (0.33)
Diluted*	$ 0.10	$ 0.07	$ 0.11	$ (0.59)	$ (0.33)

(1) A loss on the sale of the Brazil Business of $35 million was recognized during the fourth quarter of 2017. This loss is included in loss from discontinued operations in the accompanying Consolidated Statements of Operations.

(2) During the quarter ended December 31, 2017, the Company recorded a U.S. tax benefit of approximately $15 million as a result of a worthless stock deduction related to the Company's investment in the Brazil Business. This benefit is included in loss from discontinued operations in the accompanying Consolidated Statements of Operations.

(3) During the quarter ended December 31, 2017, the Company recorded a loss on extinguishment of debt of approximately $1.9 million.

(4) During the quarter ended December 31, 2017, the Company recorded a net tax benefit of approximately $1.2 million related to the Tax Act

* The sum of the earnings per share for the four quarters in a year does not necessarily equal the total year earnings per share due to the computation of weighted shares outstanding during each respective period.

ITEM 9. CHANGES IN AND DISAGREEMENT S WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures, as defined under Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended, that are designed to ensure that information required to be disclosed in the Company's reports under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms and that such information is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure.

The Company carries out a variety of on-going procedures, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, to evaluate the effectiveness of the design and operation of the Company's disclosure controls and procedures. Based on the foregoing, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of December 31, 2018.

Management's report on internal control over financial reporting, and the report of the independent registered public accounting firm on internal control over financial reporting are titled "Management's Annual Assessment of and Report on Internal Control Over Financial Reporting" and "Report of Independent Registered Public Accounting Firm", respectively, and are included herein.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Annual Assessment of and Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Exchange Act Rule 13a-15(f). The Company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America.

Because of its inherent limitation, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer, the Company conducted an evaluation of the effectiveness of the Company's internal control over financial reporting based on the framework in "Internal Control – Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on this assessment, management concluded that the Company maintained effective internal control over financial reporting as of December 31, 2018.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2018 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their report included herein.

R. David Banyard	**Kevin L. Brackman**
President and	Executive Vice President and
Chief Executive Officer	Chief Financial Officer

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Myers Industries, Inc. and Subsidiaries

Opinion on Internal Control over Financial Reporting

We have audited Myers Industries, Inc. and Subsidiaries' internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Myers Industries, Inc. and Subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statements of financial position of Myers Industries, Inc. and Subsidiaries as of December 31, 2018 and 2017, and the related consolidated statements of operations, comprehensive income (loss), shareholders' equity and cash flows for each of the three years in the period ended December 31, 2018 and the related notes of the Company and our report dated March 8, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Assessment of and Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate .

/s/ Ernst & Young LLP

Akron, Ohio
March 8, 2019

ITEM 9B. Other Information.

None.

PART III

ITEM 10. Directors and Executive Officers of the Registrant

For information about the directors of the Company, see the sections titled "Proposal No. 1 – Election of Directors", "Nominees", "Corporate Governance Guidelines", "Corporate Governance and Compensation Practices", "Board and Committee Independence", "Board Committees and Meetings", "Committee Charters and Policies", and "Shareholder Nomination Process" of the Company's Proxy Statement filed with the Securities and Exchange Commission for the Company's annual meeting of shareholders to be held on April 24, 2019 ("Proxy Statement"), which is incorporated herein by reference.

Each member of the Company's Audit Committee is financially literate and independent as defined under the Company's Independence Criteria Policy and the independence standards set by the New York Stock Exchange. The Board has identified Robert A. Stefanko, Jane Scaccetti, F. Jack Liebau, Jr. and Lori Lutey as "Audit Committee Financial Experts".

Information about the Executive Officers of Registrant appears in Part I of this Report.

Disclosures by the Company with respect to compliance with Section 16(a) appears under the section entitled "Section 16(a) Beneficial Ownership Reporting Compliance" in the Proxy Statement, and is incorporated herein by reference.

For information about our Code of Ethics see the section titled "Corporate Governance and Compensation Practices" of our Proxy Statement, which is incorporated herein by reference.

ITEM 11. Executive Compensation

See the sections titled "Compensation Discussion and Analysis", "Employment Arrangements Including Change in Control", "Risk Assessment of Compensation Practices", "CEO Pay Ratio", "Compensation Committee Interlocks and Insider Participation", and "Compensation Committee Report on Executive Compensation" of the Proxy Statement, which are incorporated herein by reference.

ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

See the sections titled "Security Ownership of Certain Beneficial Owners and Management," and "Proposal No. 1 - Election of Directors" of the Proxy Statement, which are incorporated herein by reference.

Plan Category	(A) Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights		(B) Weighted-average Exercise Price of Outstanding Options, Warrants and Rights		(C) Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (A))
Equity Compensation Plans Approved by Security Holders	1,389,454	(1)	$ 16.69	(2)	1,549,514
Equity Compensation Plans Not Approved by Security Holders	–0–		–0–		–0–
Total	1,389,454				1,549,514

(1) This information is as of December 31, 2018 and includes outstanding stock option and restricted stock unit awards, including performance-based restricted stock unit awards, granted under the 2017 Incentive Stock Plan and 1999 Incentive Stock Plan.

(2) Represents the weighted average exercise price of outstanding stock options and does not take into account outstanding restricted stock unit awards, which do not have an exercise price.

ITEM 13. Certain Relationships and Related Transactions, and Director Independence

See the sections titled "Policies and Procedures with Respect to Related Party Transactions" and "Corporate Governance Guidelines", "Corporate Governance and Compensation Practices" and "Board and Committee Independence" of the Proxy Statement, which are incorporated herein by reference.

ITEM 14. Principal Accounting Fees and Services

Required information regarding fees paid to and services provided by the Company's independent registered public accounting firm and the pre-approval policies and procedures of the Audit Committee of the Company's Board of Directors is set forth under the section titled "Matters Relating to the Independent Registered Public Accounting Firm" of the Proxy Statement, which is incorporated herein by reference.

PART IV

ITEM 15. Exhibits, Financial Statement Schedules

The following consolidated financial statements of the Registrant appear in Part II of this Report:

15. (A)(1) Financial Statements

Consolidated Financial Statements of Myers Industries, Inc. and Subsidiaries

- Report of Independent Registered Public Accounting Firm
- Consolidated Statements of Operations For The Years Ended December 31, 2018, 2017 and 2016
- Consolidated Statements of Comprehensive Income (Loss) For the Years Ended December 31, 2018, 2017 and 2016
- Consolidated Statements of Financial Position As of December 31, 2018 and 2017
- Consolidated Statements of Shareholders' Equity For The Years Ended December 31, 2018, 2017 and 2016
- Consolidated Statements of Cash Flows For The Years Ended December 31, 2018, 2017 and 2016
- Notes to Consolidated Financial Statements

15. (A)(2) Financial Statement Schedules

All schedules are omitted because they are inapplicable, not required, or because the information is included in the consolidated financial statements or notes thereto which appear in Part II of this Report.

15. **(A)(3) Exhibits**

EXHIBIT INDEX

2(a)	Amended and Restated Asset Purchase Agreement, dated as of February 17, 2015, among Myers Industries, Inc., MYE Canada Operations, Inc., and the HC Companies, Inc. Reference is made to Exhibit 2.1 to Form 8-K filed with the Commission on February 18, 2015.**
2(b)	Quota Purchase Agreement by and among Myers Industries, Inc., Myers Holdings Brasil Ltda., Novel Holdings - Eireli, and Gabriel Alonso Neto dated as of December 18, 2017. Reference is made to Exhibit 2.1 to Form 8-K filed with the Commission on December 20, 2017.
3(a)	Myers Industries, Inc. Amended and Restated Articles of Incorporation. Reference is made to Exhibit 3(a) to Form 10-K filed with the Commission on March 16, 2005.
3(b)	Myers Industries, Inc. Amended and Restated Code of Regulations. Reference is made to Exhibit 3.1 to Form 8-K filed with the Commission on April 12, 2013.
10(a)	Myers Industries, Inc. Amended and Restated Employee Stock Purchase Plan. Reference is made to Exhibit 10(a) to Form 10-K filed with the Commission on March 30, 2001.
10(b)	Form of Indemnification Agreement for Directors and Officers. Reference is made to Exhibit 10.1 to Form 10-Q filed with the Commission on May 1, 2009.
10(c)	Myers Industries, Inc. Amended and Restated Dividend Reinvestment and Stock Purchase Plan. Reference is made to Exhibit 99 to Post-Effective Amendment No. 2 to Form S-3 filed with the Commission on March 19, 2004.
10(d)	Myers Industries, Inc. Amended and Restated 1999 Incentive Stock Plan. Reference is made to Exhibit 10(f) to Form 10-Q filed with the Commission on August 9, 2006.*
10(e)	Myers Industries, Inc. Executive Supplemental Retirement Plan. Reference is made to Exhibit (10)(g) to Form 10-K filed with the Commission on March 26, 2003.*
10(f)	Amendment to the Myers Industries, Inc. Executive Supplemental Retirement Plan, effective August 12, 2015. Reference is made to the Exhibit 10.1 to Form 8-K filed with the Commission on August 14, 2015.*
10(g)	Non-Competition and Confidentiality Agreement between Myers Industries, Inc. and Gregg Branning dated September 1, 2012. Reference is made to Exhibit 10(s) to Form 10-Q filed with the Commission on May 1, 2013.*
10(h)	Performance Bonus Plan of Myers Industries, Inc. Reference is made to Exhibit 10.1 to Form 8-K filed with the Commission on April 30, 2013.*
10(i)	Note Purchase Agreement between Myers Industries, Inc. and the Note Purchasers, dated October 22, 2013, regarding the issuance of $40,000,000 of 4.67% Series A Senior Notes due January 15, 2021, $11,000,000 of 5.25% Series B Senior Notes due January 15, 2024, $29,000,000 of 5.30% Series C Senior Notes due January 15, 2024, and $20,000,000 of 5.45% Series D Senior Notes due January 15, 2026. Reference is made to Exhibit 4.1 to Form 8-K filed with the Commission on October 24, 2013.
10(j)	First Amendment to the Note Purchase Agreement between Myers Industries, Inc. and the Note Purchasers, regarding the issuance of $40,000,000 of 4.67% Series A Senior Notes due January 15, 2021, $11,000,000 of 5.25% Series B Senior Notes due January 15, 2024, $29,000,000 of 5.30% Series C Senior Notes due January 15, 2024, and $20,000,000 of 5.45% Series D Senior Notes due January 15, 2026, dated July 21, 2015. Reference is made to Exhibit 10.1 to Form 8-K filed with the Commission on July 23, 2015.
10(k)	Fourth Amended and Restated Loan Agreement among Myers Industries, Inc., MYE Canada Operations, Inc., the lenders party thereto, and JPMorgan Chase Bank, National Association, as Agent, dated December 13, 2013. Reference is made to Exhibit 10.1 to Form 8-K filed with the Commission on December 17, 2013.
10(l)	First Amendment to Fourth Amended and Restated Loan Agreement among Myers Industries, Inc., the foreign subsidiary borrowers, the lenders party thereto, and JPMorgan Chase Bank, National Association, as Agent, dated May 30, 2014. Reference is made to Exhibit 10.1 to Form 8-K filed with the Commission on June 4, 2014.
10(m)	Amended and Restated 2008 Incentive Stock Plan of the Company, effective as of March 5, 2015. Reference is made to the Exhibit 10.1 to Form 8-K filed with the Commission on April 30, 2015.*
10(n)	Second Amendment to Fourth Amended and Restated Loan Agreement among Myers Industries, Inc., the foreign subsidiary borrowers, the lenders party thereto, and JPMorgan Chase Bank, National Association, as Agent, dated May 19, 2015. Reference is made to Exhibit 10.1 to Form 8-K filed with the Commission on May 26, 2015.
10(o)	Severance Agreement between the Company and R. David Banyard, entered into as of December 7, 2015. Reference is made to Exhibit 10.1 to Form 8-K filed with the Commission on December 8, 2015.*
10(p)	Non-Competition and Confidentiality Agreement between Myers Industries, Inc. and R. David Banyard dated December 7, 2015. Reference is made to Exhibit 10(u) to the Annual Report on Form 10-K filed with the Commission on March 14, 2016.*
10(q)	Form of 2016 Stock Unit Award Agreement under the Amended and Restated 2008 Incentive Stock Plan for Named Executive Officers. Reference is made to Exhibit 10(v) to the Annual Report on Form 10-K filed with the Commission on March 14, 2016.*
10(r)	Form of 2016 Stock Unit Award Agreement under the Amended and Restated 2008 Incentive Stock Plan for Director Awards. Reference is made to Exhibit 10(x) to the Annual Report on Form 10-K filed with the Commission on March 14, 2016.*
10(s)	Form of 2016 Option Award Agreement under the Amended and Restated 2008 Incentive Stock Plan for Named Executive Officers. Reference is made to Exhibit 10(y) to the Annual Report on Form 10-K filed with the Commission on March 14, 2016.*
10(t)	Form of Long Term Cash Award Agreement under the Performance Bonus Plan. Reference is made to Exhibit 10(aa) to the Annual Report on Form 10-K filed with the Commission on March 14, 2016.*
10(u)	Severance Agreement between the Company and Matteo Anversa, entered into as of October 17, 2016. Reference is made to Exhibit 10.1 to Form 8-K filed with the Commission on October 19, 2016.*

10(v)	Severance Agreement between the Company and Kevin Brackman entered into December 13, 2018 effective December 11, 2018. Reference is made to Exhibit 10.1 to Form 8-K/A filed with the Commission on December 18, 2018.*
10(w)	Change in Control Agreement between the Company and Andrean Horton entered into as of October 8, 2018.* (filed herewith)
10(x)	Form of Performance-based Stock Unit Award Agreement (three-year vest period) under the Amended and Restated 2008 Incentive Stock Plan for R. David Banyard. Reference is made to Exhibit 10(a) to Form 10-Q filed with the Commission on May 2, 2016.*
10(y)	Form of Director Stock Award Agreement under the Amended and Restated 2008 Incentive Stock Plan. Reference is made to Exhibit 10(b) to Form 10-Q filed with the Commission on May 2, 2016.*
10(z)	Form of 2017 Performance Stock Unit Award Agreement under the 2017 Incentive Stock Plan of Myers Industries, Inc. Reference is made to Exhibit 10(ag) to Form 10-K filed with the Commission on March 9, 2017.*
10(aa)	Fifth Amended and Restated Loan Agreement, dated March 8, 2017, among Myers Industries, Inc., MYE Canada Operations Inc., Scepter Canada Inc. and the other foreign subsidiary borrowers, the lenders and JPMorgan Chase Bank, National Association, as administrative agent. Reference is made to Exhibit 10.1 to Form 8-K filed with the Commission on March 9, 2017.
10(ab)	Second Amendment to the Note Purchase Agreement among the Subsidiary Guarantors identified therein and each of the institutions which is a signatory thereto, dated March 8, 2017. Reference is made to Exhibit 10.2 to Form 8-K filed with the Commission on March 9, 2017.
10(ac)	Form of Director Stock Award Agreement under the Amended and Restated 2017 Incentive Stock Plan.* (filed herewith)
10(ad)	Form of 2018 Option Award Agreement under the Amended and Restated 2017 Incentive Stock Plan of Myers Industries, Inc. Reference is made to Exhibit 10(ai) to Form 10-K filed with the Commission on March 9, 2018.*
10(ae)	Form of 2018 Restricted Stock Unit Award Agreement under the Amended and Restated 2017 Incentive Stock Plan of Myers Industries, Inc. Reference is made to Exhibit 10(aj) to Form 10-K filed with the Commission on March 9, 2018.*
10(af)	Form of 2018 Performance Stock Unit Award Agreement under the Amended and Restated 2017 Incentive Stock Plan of Myers Industries, Inc. Reference is made to Exhibit 10(an) to Form 10-K filed with the Commission on March 9, 2018.*
10(ag)	Amended and Restated 2017 Stock Incentive Plan of Myers Industries, Inc. Reference is made to Exhibit 10(ao) to Form 10-K filed with the Commission on March 9, 2018.*
10(ah)	Administrative Settlement Agreement and Order on Consent For Remedial Investigation/Feasibility Study, effective November 27, 2018, by and between the United States Environmental Protection Agency and Buckhorn, Inc. Reference is made to Exhibit 10.1 to Form 8-K filed with the Commission on December 13, 2018.
10(ai)	Executive Nonqualified Excess Plan effective January 1, 2018* (filed herewith)
14	Myers Industries, Inc. Code of Ethics and Business Conduct. Reference is made to Exhibit 14.1 to Form 8-K filed with the Commission on March 6, 2017.
21	List of Direct and Indirect Subsidiaries, and Operating Divisions, of Myers Industries, Inc.
23	Consent of Independent Registered Public Accounting Firm.
31(a)	Certification of R. David Banyard, President and Chief Executive Officer of Myers Industries, Inc., pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31(b)	Certification of Kevin L. Brackman, Executive Vice President and Chief Financial Officer of Myers Industries, Inc., pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certifications of R. David Banyard, President and Chief Executive Officer, and Kevin L. Brackman, Executive Vice President and Chief Financial Officer, of Myers Industries, Inc. pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial information from Myers Industries, Inc. Annual Report on Form 10-K for the year ended December 31, 2018, formatted in XBRL includes: (i) Consolidated Statements of Financial Position (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income (Loss), (iv) Consolidated Statements of Cash Flows, (v) Consolidated Statements of Shareholders' Equity, and (vi) the Notes to Consolidated Financial Statements.

* Indicates executive compensation plan or arrangement.

** Pursuant to Item 601(b)(2) of Regulation S-K, certain exhibits and schedules have been omitted from this filing. The registrant agrees to furnish the Commission on a supplemental basis a copy of any omitted exhibit or schedule.

SIGNA TURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

M YERS I NDUSTRIES , I NC .

/s/ Kevin L. Brackman

Kevin L. Brackman
Executive Vice President and
Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ R. David Banyard R. DAVID BANYARD	President, Chief Executive Officer and Director (Principal Executive Officer)	March 8, 2019
/s/ Kevin L. Brackman KEVIN L. BRACKMAN	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	March 8, 2019
/s/ Sarah R. Coffin SARAH R. COFFIN	Director	March 8, 2019
/s/ Ron DeFeo RON DEFEO	Director	March 8, 2019
/s/ William A. Foley WILLIAM A. FOLEY	Director	March 8, 2019
/s/ Lori Lutey LORI LUTEY	Director	March 8, 2019
/s/ F. Jack Liebau, Jr. F. JACK LIEBAU, JR.	Director	March 8, 2019
/s/ Bruce M. Lisman BRUCE M. LISMAN	Director	March 8, 2019
/s/ Jane Scaccetti JANE SCACCETTI	Director	March 8, 2019
/s/ Robert A. Stefanko ROBERT A. STEFANKO	Director	March 8, 2019

CHANGE IN CONTROL AGREEMENT

This CHANGE IN CONTROL AGREEMENT (this **" Agreement")** is entered into effective as of October 8, 2018 between **MYERS INDUSTRIES, INC.,** an Ohio corporation (the **"Company"),** and **ANDREAN HORTON** (the **"Executive").**

RECITAL:

The Company desires to provide the Executive with certain minimum compensation and benefit arrangements in the event of Executive's termination of employment under certain circumstances following a Change in Control.

NOW, THEREFORE, the Company and the Executive agree as follows:

1. CERTAIN DEFINED TERMS. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) "Annual Bonus" means the annual cash bonus payable to the Executive pursuant to a formal or informal bonus plan or individual bonus arrangement; provided that the Annual Bonus shall not include any long-term cash award under the Company's Performance Bonus Plan.

(b) "Base Salary" means the Executive's annual base salary rate as in effect from time to time.

(c) "Board" means the Board of Directors of the Company.

(d) "Cause" means:

(i) commission by the Executive (evidenced by a conviction or written, voluntary and freely given confession) of a criminal act constituting a felony involving fraud or moral turpitude;

(ii) commission by the Executive of a material breach or material default of any of the Executive's agreements or obligations under any provision of this Agreement, which is not substantially cured in all material respects within thirty (30) days after the Board gives written notice thereof to the Executive; or

(iii) commission by the Executive, when carrying out the Executive's Duties under this Agreement, of acts or the omission of any act, which both (A) constitutes gross negligence or willful misconduct and (B) results in material economic harm to the Company or has a materially adverse effect on the Company's operations, properties or business relationships.

(e) “Change in Control” means a change in control of the Company of a nature that would be required to be reported in response to Item 6 (e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act as in effect on the date of this Agreement, whether or not the Company is then subject to such reporting requirement; provided that, without limitation, a Change in Control shall be deemed to have occurred if:

(i) any “ person” (as defined in Sections 13(d) and 14(d) of the Exchange Act) becomes the “ beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the Company’s then outstanding securities; provided that a Change in Control shall not be deemed to occur under this clause by reason of the acquisition of securities by the Company or an employee benefit plan (or any trust funding such a plan) maintained by the Company;

(ii) during any period of one (1) year there shall cease to be a majority of the Board comprised of “ Continuing Directors” as hereinafter defined; or

(iii) there occurs (A) a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than eighty percent (80%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or (B) the approval by the stockholders of the Company of a plan of complete liquidation of the Company, or (C) the sale or disposition by the Company of more than fifty percent (50%) of the Company’s assets. For purposes of this Subsection l(e)(iii), a sale of more than fifty percent (50%) of the Company’s assets includes a sale of more than fifty percent (50%) of the aggregate value of the assets of the Company and its subsidiaries or the sale of stock of one or more of the Company’s subsidiaries with an aggregate value in excess of fifty percent (50%) of the aggregate value of the Company and its subsidiaries or any combination of methods by which more than fifty percent (50%) of the aggregate value of the Company and its subsidiaries is sold.

(iv) For purposes of this Agreement, a “ Change in Control” will be deemed to occur:

(A) on the day on which a thirty percent (30%) or greater ownership interest described in Subsection l(e)(i) is acquired, provided that a subsequent increase in such ownership interest after it first equals or exceeds thirty percent (30%) shall not be deemed a separate Change in Control;

(B) on the day on which “ Continuing Directors”, as hereinafter defined, cease to be a majority of the Board as described in Subsection l(e)(ii);

(C) on the day of a merger, consolidation or sale of assets as described in Subsection l(e)(iii); or

(D) on the day of the approval of a plan of complete liquidation as described in Subsection 1 (e) (iii).

(v) For purposes of this Subsection 1(e), the words " Continuing Directors" mean individuals who at the beginning of any period (not including any period prior to the date of this Agreement) of one (1) year constitute the Board and any new Director(s) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the Directors then still in office who either were Directors at the beginning of the period or whose election or nomination for election was previously so approved.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Compensation Committee" means the Compensation Committee of the Board or its successor.

(h) "Director" means a member of the Board.

(i) "Duties" means the duties and responsibility customarily required of the general counsel of a major corporation or such additional duties as may be assigned from time to time to the Executive by the Chief Executive Officer which are consistent with the position of general counsel.

(j) "Effective Date" means October 8, 2018 .

(k) "Exchange Act" means the Securities Exchange Act of 1934, as amended .

(l) "Good Reason" means the occurrence of one or more of the following conditions arising without the consent of the Executive:

(i) a material diminution in the Executive's annual Base Salary or a material diminution in the Executive's aggregate compensation package, in either case, below the level in effect on the Effective Date; provided, however, that for purposes of this Section 1 (l)(i) a material diminution will not be deemed to have occurred (A) solely because of changes to the allocation among compensation components such as the Long Term Incentive Plan, Annual Bonus, Base Salary, or other cash or equity awards, or (B) from the failure to achieve applicable performance targets under a performance based plan or program;

(ii) a reduction or series of reductions in the aggregate value of the life insurance, accidental death, long term disability, short term disability, medical, dental and vision benefits and expense reimbursement policy available to the Executive as of the Effective Date which, in the aggregate is material;

(iii) a material diminution in the Executive's Duties;

(iv) a requirement that the Executive report to anyone other than the Chief Executive Officer or the Audit Committee;

(v) a material change in the geographic location at which the Executive must perform Executive's Duties;

(vi) any other action or inaction that constitutes a material breach by the Company of this Agreement or any other agreements under which the Executive provides services to the Company (specifically including a failure of the purchaser in a Change in Control transaction, to assume this Agreement in accordance with Section 12 hereof).

In order for a condition to constitute a Good Reason, the Executive must provide written notification to the Company of the existence of the condition within forty-five (45) days of the initial existence of the condition (or within forty-five (45) days following the Executive actually becoming aware of such condition, if later), upon the notice of which the Company shall have a period of thirty (30) days during which it may remedy the condition. Furthermore, to constitute a Good Reason, the Executive must voluntarily terminate employment with the Company within one hundred eighty (180) days following the initial existence of the condition (or within one hundred eighty (180) days following the Executive actually becoming aware of such condition, if later), but in no event later than February 13 of the year following the date of the initial existence of the condition or, if later, the date the Executive becomes aware of the condition.

(m) "Term" means the period commencing on the Effective Date and ending on the Termination Date.

(n) "Termination Date" means the date on which the Executive's employment is terminated (the effective date of which will be the date of termination).

2. BENEFITS UPON A TERMINATION IN CONNECTION WITH OR FOLLOWING A CHANGE IN CONTROL.

(a) At any time within the one hundred eighty (180) days following a Change in Control if the Executive is terminated by the Company without Cause, the Executive's employment is terminated by Executive for Good Reason, or this Agreement is not assumed or replaced with a substituted award or right having substantially equivalent economic value and substantially equivalent or better terms and conditions by an assignee or transferee that is the successor to all or substantially all of the assets of the Company pursuant to Section 12 hereof, and provided such termination constitutes a "separation from service" (within the meaning of Treasury Regulation Section 1.409A-l (h), a **"Separation from Service"),** and further provided that Executive delivers an effective release of claims as required under Section 3 below, then Executive shall be entitled to the following benefits (the **"CIC Benefits"):**

(i) The Company shall provide the following benefits:

(A) for up to twenty four (24) months, including the applicable period under Code Section 4980B (the **" COBRA Period"),** following the Termination Date, coverage under the Company's group medical and dental plans (the **" Health Care Plans")** all at the levels being provided to the Executive immediately prior to the Termination Date, or if any of such benefits have decreased during the one year period ending on the Termination Date, at the highest level in effect during such one year period and the Company shall pay the entire cost of the premiums for such continued medical coverage, provided that if Executive shall become eligible to participate in Health Care Plans provided by another employer, the Company shall be relieved of the requirement to provide such continued coverage under this Agreement;

(B) for the one-year period commencing on the Termination Date, pay for executive outplacement services for the Executive from a nationally recognized executive outplacement firm at the level provided for the most senior executives;

(C) pay to the Executive within thirty (30) days following the Termination Date a single sum payment in an amount equal to two (2) times Executive's annual Base Salary in effect on the Termination Date (or if such annual Base Salary has decreased during the one-year period ending on the Termination Date, at the highest rate in effect during such period);

(D) pay to the Executive within thirty (30) days following the Termination Date a single sum payment in an amount equal to two (2) times Executive's Annual Bonus at the Target level in effect during the prior one (1) year period plus the pro rata portion of the Target Bonus for the period commencing on the first day of the fiscal year in which the employment of the Executive is terminated and ending on the Termination Date;

(E) for a period of two (2) years, beginning with the month following the Termination Date, provide long term disability coverage, including long term disability protection under policies that are the same or substantially similar to those in effect as of the date hereof (the **" Disability Coverage")** ; and

(F) for a period of two (2) years, beginning with the month following the Termination Date, provide life insurance protection under policies that are the same or substantially similar to those in effect as of the date hereof (the **" Life Insurance Coverage")** .

(ii) With respect to Subsection 2(a)(i)(E), the Disability Coverage provided to the Executive during any calendar year during the Term will not affect the Disability Coverage provided to Executive in any other calendar year. The Executive's right to receive the Disability Coverage is not subject to liquidation or exchange for any other benefit, whether under this Agreement or otherwise. With respect to Subsection 2(a)(i)(F), the Life Insurance Coverage provided to the Executive during any calendar year during the Term will not affect the Life Insurance Coverage provided to Executive in any other calendar year. The Executive ' s right to receive the Life Insurance Coverage is not subject to liquidation or exchange for any other benefit, whether under this Agreement or otherwise. With respect to Subsection 2(a)(i)(A), the Health Care Coverage provided to the Executive during any calendar year during the Term will not affect the Health Care Coverage provided to Executive in any other calendar year. The Executive's right to receive the Health Care Coverage is not subject to liquidation or exchange for any other benefit, whether under this Agreement or otherwise. Notwithstanding the foregoing, Executive shall be entitled to receive the same Disability Coverage, Life Insurance Coverage and Health Care Coverage as i s made available to Company employees generally.

(iii) The Executive will become fully vested in all outstanding stock options, restricted stock, restricted stock units or similar awards, but only to the extent not previously forfeited or terminated.

(iv) The Executive will have available the expenses of enforcement provided in Section 4 hereof. For the avoidance of doubt, this specific reference to the availability of expenses of enforcement in the event of a Change in Control shall not be interpreted to limit the availability of expenses of enforcement in other circumstances.

(b) The Company shall be entitled to set-off any amounts owed to the Company by the Executive against any sums payable by the Company to Executive pursuant to this Agreement.

3. RELEASE REQUIRED; TIMING OF PAYMENTS.

(a) Prior to the payment of any CIC Benefits, Executive shall execute and allow to become effective a standard employment release agreement releasing the Company (and its successor) from any and all claims Executive (or Executive's estate or beneficiaries) may have against such entities related to or arising in connection with his or her employment and the terms of such employment and termination thereof (the " **Release"**) within the time frame set forth therein, but not later than 60 days following Executive's Separation from Service (the " **Release Effective Date"**). No CIC Benefits shall be paid or provided prior to the Release Effective Date.

(b) The Release shall be in substantially the form attached hereto as Exhibit A , and shall specifically relate to all of Executive's rights and claims in existence at the time of such execution and shall confirm Executive's continuing obligations to the Company (including but not limited to obligations under any confidentiality, non-compete and/or non-solicitation agreement with the Company). Unless a Change in Control has occurred, the Board, in its sole discretion, may modify the form of the required Release to comply with applicable law and shall determine the form of the required Release, which may be incorporated into a termination agreement or other agreement with Executive.

(c) Within five (5) days following the Release Effective Date, the Company will pay (or commence payment of) the CIC Benefits Executive would otherwise have received on or prior to such date but for the delay in payment related to the effectiveness of the Release, with the balance of benefits being paid as scheduled. Notwithstanding the foregoing, if the Company (or, if applicable, the successor entity thereto) determines that any of the CIC Benefits constitute " deferred compensation " under Section 409A (defined below), then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 40 9 A, no CIC Benefits will be paid prior to the 60th day following Executive ' s Separation from Service. On the 60th day following the date of Separation from Service, the Company will pay to Executive the CIC Benefits that Executive would otherwise have received on or prior to such date, with the balance of the CIC Benefits being paid as originally scheduled.

4. EXPENSES OF ENFORCEMENT. The Executive shall not be required to incur the expenses associated with the enforcement of the Executive's rights under this Agreement by litigation or other legal action. Therefore, the Company shall pay, or cause to be paid, on a current basis, reasonable attorney fees and expenses incurred by the Executive to enforce the provisions of this Agreement. The Executive shall be required to repay any such amounts to the Company to the extent that a court of competent jurisdiction issues a final and non-appealable order setting forth the determination that the claims of the Executive were frivolous.

5. WITHHOLDING OF TAXES. The Company may withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling.

6. CONFIDENTIAL INFORMATION. The Executive agrees that the Executive will not, during the Term or at any time thereafter, either directly or indirectly, disclose or make known to any other person, firm, or corporation any confidential information, trade secret or proprietary information of the Company in violation of that certain Non-Competition and Non-Disclosure Agreement between the Company and the Executive dated October 8, 2018 (the **" Non Competition and Non-Disclosure Agreement")** .

7. NON-COMPETITION. Payment of the CIC Benefits hereunder are contingent upon Executive's compliance with the Non-Competition and Non-Disclosure Agreement, and the Executive hereby acknowledges and reaffirms that, during the Term, and for one (1) year thereafter, the Executive shall not compete with the Company as more fully set forth in the Non Competition and Non-Disclosure Agreement.

8. ARBITRATION. The following arbitration rules shall apply to this Agreement:

(a) In the event that the Executive's employment shall be terminated by the Company during the Term or the Company shall withhold payments or provision of benefits because the Executive is alleged to be engaged in activities prohibited by Section 6 or 7 hereof or for any other reason, the Executive shall have the right, in addition to all other rights and remedies provided by law, at Executive's election either to seek arbitration in the metropolitan area of Akron, Ohio, under the Commercial Arbitration Rules of the American Arbitration Association by serving a notice to arbitrate upon the Company or to institute a judicial proceeding, in either case within one hundred and twenty (120) days after having received notice of termination of Executive's employment.

(b) Without limiting the generality of Subsection 8(a), this Subsection 8(b) shall apply to termination asserted to be for " Cause " or for " Good Reason ". In the event that (i) the Company terminates the Executive ' s employment for Cause, or (ii) the Executive resigns Executive ' s employment for Good Reason, the Company and the Executive each shall have thirty (30) days to demand of the American Arbitration Association in writing (with a copy to the other party hereto) that arbitration be commenced to determine whether Cause or Good Reason, as the case may be, existed with respect to such termination or resignation. The parties hereto shall have thirty (30) days from the date of such written request to select such third party arbitrator. Upon the expiration of such thirty (30) day period, the parties hereto shall have an additional thirty (30) days in which to present to such third party arbitrator such arguments, evidence or other material (oral or written) as may be permitted and in accordance with such procedures as may be established by such third party arbitrator. The third party arbitrator shall furnish a written summary of his findings to the parties hereto not later than thirty (30) days following the last day on which the parties were entitled to present arguments, evidence or other material to the third party arbitrator.

During the period of resolution of a dispute under this Subsection 8(b), the Executive shall receive no compensation by the Company (other than payment by the Company of premiums due before or during such period on any insurance coverage applicable to the Executive hereunder) and the Executive shall have no duties for the Company. If the arbitrator determines that the Company did not have Cause to terminate the Executive's employment or that the Executive had Good Reason to resign Executive's employment, as the case may be, the Company shall promptly pay the Executive any compensation to which the Executive would have been entitled, for the period commencing with the date of the Executive's termination or resignation and ending on the date of such determination, had Executive's employment not been terminated or had Executive not resigned.

9. EMPLOYMENT AT WILL. The parties hereto acknowledge and confirm that the Executive's employment by the Company is employment-at-will, and is subject to termination by the Executive or by the Company at any time with Cause or without Cause. With this Agreement, the parties hereto do not intend to create, and have not created, a contract of employment, express or implied, between the Executive and the Company. The Executive acknowledges that such employment-at-will status cannot be modified except in a specific writing that has been authorized or ratified by the Board.

10. EMPLOYMENT ACTIONS. Nothing contained herein will prevent the Company at any time from terminating the Executive's right and obligation to perform services to the Company or prevent the Company from removing the Executive from any position which the Executive holds with the Company, provided, however, that no such action shall affect the obligation of the Company to make payments and provide benefits if and to the extent required under this Agreement. The payments and benefits provided in this Agreement will be full and complete liquidated damages for any such employment action taken by the Company.

11. NOTICES. For purposes of this Agreement, all communications provided for herein shall be in writing and shall be deemed to have been duly given when hand delivered or mailed by United States Express mail, postage prepaid, addressed as follows:

(a) If the notice is to the Company:

Myers Industries, Inc.
1293 South Main Street
Akron, OH 44301
Attn: Chair of the Compensation Committee

With a Copy to:

Benesch, Friedlander, Coplan & Aronoff, LLP
200 Public Square, Suite #2300
Cleveland, OH 44114-2378
Attn: Megan L. Mehalko, Esq.

(b) If the notice is to the Executive:

Andrean Horton
2364 Delamere Drive
Cleveland Heights OH 44106

or to such other address as either party hereto may have furnished to the other in writing and in accordance herewith; except that notices of change of address shall be effective only upon receipt.

12. ASSIGNMENT; BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, heirs (in the case of the Executive) and permitted assigns. No rights or obligations of the Company under this Agreement may be assigned or transferred by the Company except that such rights or obligations may be assigned or transferred in connection with the sale or transfer of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee expressly assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. The Company further agrees that, in the event of a sale or transfer of assets as described in the preceding sentence, it shall be a condition precedent to the consummation of any such transaction that the assignee or transferee expressly assumes the liabilities, obligations and duties of the Company hereunder. No rights or obligations of the Executive under this Agreement may be assigned or transferred by the Executive other than the Executive's rights to compensation and benefits, which may be transferred only by will or operation of law, except as provided in this Section 12.

The Executive shall be entitled, to the extent permitted under any applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefits payable hereunder following the Executive's death by giving the Company written notice thereof. In the absence of such a selection, any compensation or benefit payable under this Agreement following the death of the Executive shall be payable to the Executive's spouse, or if such spouse shall not survive the Executive, to the Executive ' s estate. In the event of the Executive ' s death or a judicial determination of the Executive ' s incompetence, reference in this Agreement to the Executive shall be deemed, where appropriate, to refer to the Executive ' s beneficiary, estate or other legal representative.

13. INVALID PROVISIONS. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent, but only to the extent, of such prohibition or unenforceability without invalidating the remaining portions hereof and such remaining portions of this Agreement shall continue to be in full force and effect. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, the parties hereto will negotiate in good faith to replace such provision with another provision that will be valid or enforceable and that is as close as practicable to the provisions held invalid or unenforceable.

14. ALTERNATIVE SATISFACTION OF COMPANY'S OBLIGATIONS. In the event this Agreement provides for payments or benefits to or on behalf of the Executive which cannot be provided under the Company's benefit plans, policies or arrangements either because such plans, policies or arrangements no longer exist or no longer provide such benefits or because provision of such benefits to the Executive would adversely affect the tax qualified or tax advantaged status of such plans, policies or arrangements for the Executive or other participants therein, the Company may provide the Executive with an " Alternative Benefit", as defined in this Section 14, in lieu thereof. The Alternative Benefit is a benefit or payment which places the Executive and the Executive's dependents or beneficiaries, as the case may be, in at least as good of an economic position as if the benefit promised by this Agreement (a) were provided exactly as called for by this Agreement, and (b) had the favorable economic, tax and legal characteristics customary for plans, policies or arrangements of that type. Furthermore, if such adverse consequence would affect the Executive or the Executive's dependents, the Executive shall have the right to require that the Company provide such an Alternative Benefit. Notwithstanding the foregoing, if provision of an alternative benefit would constitute a violation of Internal Revenue Code Section 409A, the Parties will be left to their legal remedies.

15. ENTIRE AGREEMENT, MODIFICATION. Subject to the provision of Section 16 hereof, this Agreement contains the entire agreement between the parties hereto with respect to the employment of the Executive by the Company and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties hereto, whether oral or written. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and signed by both parties hereto.

16. NON-EXCLUSIVITY OF RIGHTS. Notwithstanding the foregoing provisions of Section 15, nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan, program, policy or practice provided by the Company for its executive officers, nor shall anything herein limit or otherwise affect such rights as the Executive has or may have under any stock option, restricted stock or other agreements with the Company or any of its subsidiaries. Amounts which the Executive or the Executive's dependents or beneficiaries, as the case may be, are otherwise entitled to receive under any such plan, policy, practice or program shall not be reduced by this Agreement unless specifically provided.

17. WAIVER OF BREACH. The failure at any time to enforce any of the provisions of this Agreement or to require performance by the other party hereto of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part of this Agreement or the right of either party hereto thereafter to enforce each and every provision of this Agreement in accordance with the terms of this Agreement.

18. GOVERNING LAW. This Agreement has been made in, and shall be governed and construed in accordance with the laws of, the State of Ohio. The parties hereto agree that this Agreement is not an " employee benefit plan" or part of an " employee benefit plan" which is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended.

19. REPRESENTATION. The Company represents and warrants that it is fully authorized and empowered to enter into this Agreement and that the performance of its obligations under this Agreement will not violate any agreement between it and any other person, firm or organization.

20. SUBSIDIARIES AND AFFILIATES. Notwithstanding any contrary provision of this Agreement, to the extent it does not adversely affect the Executive, the Company may provide the compensation and benefits to which the Executive is entitled hereunder through one or more subsidiaries or affiliates.

21. NO MITIGATION OR OFFSET. In the event of any termination of employment, the Executive shall be under no obligation to seek other employment. Amounts due the Executive under this Agreement shall not be offset by any remuneration attributable to any subsequent employment he may obtain.

22. COMPLIANCE WITH SECTION 409A OF THE CODE. Certain payments contemplated by this Agreement may be "deferred compensation" for purposes of Section 409A of the Code. Accordingly, the following provisions shall be in effect for purposes of avoiding or mitigating any adverse tax consequences to the Executive under Section 409A:

(a) A termination of employment will not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a " separation from service" within the meaning of Code Section 409A, for purposes of any such provision of this Agreement, references herein to " termination", " termination of employment" or similar terms will mean " separation from service".

(b) The intent of the parties hereto is that payments and benefits under this Agreement comply with or be exempt from Code Section 409A and the regulations and guidance promulgated thereunder and, accordingly, to the maximum extent permitted, this Agreement will be interpreted to be in compliance therewith or exempt therefrom. In no event whatsoever will the Company be liable for any additional tax, interest or penalty that may be imposed on the Executive by Code Section 409A or damages for failing to comply with Code Section 409A.

(c) To the extent any provisions of this Agreement would otherwise contravene one or more requirements or limitations of Code Section 409A, then the Company and the Executive may, within any applicable time period provided under the Treasury Regulations issued under Code Section 40 9 A, effect through mutual agreement the appropriate amendments to those provisions which are necessary in order to bring the provisions of this Agreement into compliance with Code Section 409A, provided such amendments shall not reduce the dollar amount of any such item of deferred compensation or adversely affect the vesting provisions applicable to such item or otherwise reduce the present value of that item. If any legislation is enacted during the term of this Agreement which imposes a dollar limit on deferred compensation, then the Executive will cooperate with the Company in restructuring any items of compensation under this Agreement that are deemed to be deferred compensation subject to such limitation, provided such restructuring shall not reduce the dollar amount of any such item or adversely affect the vesting provisions applicable to such item or otherwise reduce the present value of that item.

(d) Notwithstanding any provision to the contrary in this Agreement, if (i) the Company, in its good faith discretion, determines that any payments or benefits described in this Agreement would constitute non-exempt deferred compensation for purposes of Section 409A of the Code, and (ii) the Executive is a " specified employee" (within the meaning of Section 409A of the Code and the Treasury Regulations thereunder) at the time of his termination of employment, then such payments or benefits shall not be made or paid to the Executive prior to the earlier of (A) the expiration of the six (6) month period measured from the date of such " separation from service" or (B) the date of his death (the **" Delay Period")** . Upon the expiration of the Delay Period, all payments deferred pursuant to this Subsection 22(d) shall be paid in a lump sum to the Executive, and any remaining payments due under this Agreement shall be paid in accordance with the normal payment dates specified for them herein.

(e) For purposes of Code Section 409A, the Executive's right to receive any installment payment pursuant to this Agreement will be treated as a right to receive a series of separate and distinct payments.

(f) Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., " payment will be made within thirty (30) days following the Termination Date"), the actual date of payment within the specified period will be determined solely by the Company .

(g) Notwithstanding any other provision herein to the contrary, in no event will any payment that constitutes non-exempt deferred compensation subject to Code Section 409A, as determined in good faith by the Company, be subject to offset, counterclaim, or recoupment by any other amount payable to the Executive unless otherwise permitted by Code Section 409A.

(h) To the extent that reimbursements or other in-kind benefits under this Agreement constitute non-exempt deferred compensation for purposes of Code Section 409A, (i) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive, (ii) any right to such reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

[Remainder of the page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

MYERS INDUSTRIES, INC.
(the " Company")

/s/ R. David Banyard
By: R. David Banyard
Its: President and Chief Executive Officer

/s/ Andrean Horton
ANDREAN HORTON (The "Executive")

[Signature page to Change in Control Agreement]

STOCK UNIT AWARD AGREEMENT

This Stock Unit Award Agreement (the "Agreement") is made as of the 24th day of April, 2019 between Myers Industries, Inc., an Ohio corporation (the "Company"), and __________, a non-employee director (the "Director") of the Company.

WHEREAS, the Company has heretofore adopted the 2017 Incentive Stock Plan of Myers Industries, Inc. as amended and restated (Effective April 25, 2018) (the "Plan"); and

WHEREAS, it is a requirement of the Plan that a Stock Unit Award Agreement be executed to evidence the Stock Units granted to the Director.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto have agreed, and do hereby agree as follows:

1. Grant of Stock Units. The Company hereby grants to the Director an Award of ____________________ Stock Units on the terms and conditions set forth herein and in the Plan. Each Stock Unit represents the right of the Director to receive an amount equal to the Fair Market Value of a Share on the date that payment is made with respect to the Stock Unit.

2. Rights with Respect to Stock Units. The Stock Units granted pursuant to this Agreement represent an unfunded and unsecured obligation of the Company, and the Director shall have no rights with respect to the Stock Units other than those of a general creditor of the Company. Prior to the issuance of Shares as payment with respect to the Stock Units, the Director shall have no rights of ownership in or to the Shares underlying the Stock Units and shall not be deemed the beneficial owner of such Shares.

3. Restrictions on and Vesting of the Stock Units .

(a) Except as otherwise provided in this Agreement and the Plan, none of the Stock Units may be sold, exchanged, transferred, pledged, hypothecated or otherwise disposed of.

(b) The Stock Units subject to this agreement shall vest in full on the date of the 2020 annual meeting of shareholders of the Company (the "Vesting Date"), subject to the Director's continuous service as a director of the Company through the Vesting Date.

4. Payment and Issuance of Shares .

(a) Unless the Director has made a Deferral Election (as defined below), on the Vesting Date, the Company shall make a payment to the Director of one Share for every Stock Unit that became vested as of such Vesting Date as payment with respect to each such vested Stock Unit.

(b) A Director may elect to defer receipt of Shares relating to a Stock Unit beyond the Vesting Date in accordance with the procedures set forth in Section 11 of the Plan (a "Deferral Election"). In the event that the Director has made a Deferral Election with respect to the Shares subject to the Director Award granted hereby at least twelve (12) months prior to the Vesting Date and otherwise in accordance with the procedures set forth in Section 11 of the Plan, on the date that the Director ceases to be a member of the Board for any reason whatsoever (the "Deferral Payment Date"), or within thirty (30) days thereafter, the Company shall make a payment to the Director of one Share for every Stock Unit subject to this Agreement as payment with respect to each such Stock Unit. If any dividends are declared on the Company's Shares after the Vesting Date while the Stock Units subject to this Agreement are outstanding, the Company shall make a payment to the

Director on the Deferral Payment Date, or within thirty (30) days thereafter, with respect to each Stock Unit subject to this Agreement, in an amount equal to the aggregate amount of dividends that would have been payable to the Director with respect to each such Stock Unit had such Stock Units instead been issued and outstanding Shares on the record date of any such dividends (the "Dividend Equivalent Amount"). At the Company's discretion, payment of the Dividend Equivalent Amount may be made in cash or in Shares having a Fair Market Value on the Deferral Payment Date equal to the Dividend Equivalent Amount.

(c) At the Company's election, the Company shall cause the Shares delivered as payment with respect to the Stock Units, either on the Vesting Date or on the Deferral Payment Date, as the case may be, to either be evidenced by a book entry account maintained by the Company's stock transfer agent (the "Transfer Agent") or by a certificate issued in the Director's name. Upon the earlier of the date the Shares are evidenced in a book entry account maintained by the Transfer Agent or the date a certificate for the Shares are issued in the Director's name, the Director shall be a shareholder with respect to the Shares and shall have all of the rights of a shareholder with respect to the Shares, including the right to vote the Shares and to receive any dividends and other distributions paid with respect to the Shares. Notwithstanding anything to the contrary herein, following a Change of Control of the Company, the Company, at its election, may elect to make any payment required to be made to the Director pursuant to this Section 4 in cash rather than Shares.

5. Taxes. The Company shall have the right to satisfy any obligation of the Company to withhold taxes or other amounts with respect to the Stock Units by withholding Shares otherwise deliverable to the Director with respect to the Stock Units having a Fair Market Value equal to the statutory minimum amount of such tax or other withholdings. Furthermore, the Company may elect to deduct from any cash payment made to the Director pursuant to this Agreement the amount of any taxes or other amounts which the Company is or will be required to withhold with respect to such cash payment.

6. No Right to Board Seat. Nothing in this Agreement shall confer upon the Director any right to continue to serve as a director of the Company.

7. Acknowledgement.

(a) The Director acknowledges that neither the Company nor any of the Company's affiliates, officers, shareholders, employees, agents or representatives has provided or is providing the undersigned with tax advice regarding the Stock Units subject to this Agreement or any other matter, and the Company has urged the Director to consult with his or her own tax advisor with respect to the income taxation consequences associated with the Stock Units subject to this Agreement.

(b) Whenever payment under this Agreement specifies a payment period with reference to a number of days (e.g., payment may be made within thirty (30) days after the Deferral Payment Date), the actual date of payment within the specified period will be determined solely by the Company.

(c) It is intended that this Award of Stock Units comply with Section 409A of the Code, and this Award and the terms of this Agreement shall be interpreted and administered in a manner consistent with such intent. The Director's right to receive each payment hereunder shall be treated as a separate payment for purposes of Section 409A of the Code.

8. Incorporation of Provisions of the Plan. All of the provisions of the Plan pursuant to which the Stock Units are granted are hereby incorporated by reference and made a part hereof as if specifically set forth herein, and to the extent of any conflict between this Agreement and the terms contained in the Plan, the Plan shall control. To the extent any capitalized terms are not otherwise defined herein, they shall have the meanings set forth in the Plan.

9. Invalidity of Provisions. The invalidity or unenforceability of any provision of this Agreement as a result of a violation of any state or federal law, or of the rules or regulations of any governmental regulatory body, shall not affect the validity or enforceability of the remainder of this Agreement.

10. Waiver and Modification. The provisions of this Agreement may not be waived or modified unless such waiver or modification is in writing and signed by the parties hereto.

11. Interpretation. All decisions or interpretations made by the Committee with regard to any question arising under the Plan or this Agreement as provided by Section 4 of the Plan, shall be binding and conclusive on the Company and the Director.

12. Multiple Counterparts. This Agreement may be signed in multiple counterparts, all of which together shall constitute an original agreement. The execution by one party of any counterpart shall be sufficient execution by that party, whether or not the same counterpart has been executed by any other party.

13. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed, and the Director has hereunto set his or her hand, all as of the day and year first above written.

MYERS INDUSTRIES, INC.

By: ______________________________

Its: ______________________________

____

INSERT, Director

Exhibit 10(ai)

THE EXECUTIVE NONQUALIFIED EXCESS PLAN PLAN DOCUMENT

THE EXECUTIVE NONQUALIFIED EXCESS PLAN

Section 1. Purpose:

By execution of the Adoption Agreement, the Employer has adopted the Plan set forth herein, and in the Adoption Agreement, to provide a means by which certain management Employees or Independent Contractors of the Employer may elect to defer receipt of current Compensation from the Employer in order to provide retirement and other benefits on behalf of such Employees or Independent Contractors of the Employer, as selected in the Adoption Agreement. The Plan is intended to be a nonqualified deferred compensation plan that complies with the provisions of Section 409A of the Internal Revenue Code (the "Code"). The Plan is also intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation benefits for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(l) of the Employee Retirement Income Security Act of 1974 (“ERISA”) and independent contractors. Notwithstanding any other provision of this Plan, this Plan shall be interpreted, operated and administered in a manner consistent with these intentions.

Section 2. Definitions:

As used in the Plan, including this Section 2, references to one gender shall include the other, unless otherwise indicated by the context:

2.1 "Active Participant" means, with respect to any day or date, a Participant who is in Service on such day or date; provided, that a Participant shall cease to be an Active Participant (i) immediately upon a determination by the Committee that the Participant has ceased to be an Employee or Independent Contractor, or (ii) at the end of the Plan Year that the Committee determines the Participant no longer meets the eligibility requirements of the Plan.

2.2 "Adoption Agreement" means the written agreement pursuant to which the Employer adopts the Plan. The Adoption Agreement is a part of the Plan as applied to the Employer.

2.3 "Beneficiary" means the person, persons, entity or entities designated or determined pursuant to the provisions of Section 13 of the Plan.

2.4 "Board" means the Board of Directors of the Company, if the Company is a corporation. If the Company is not a corporation, "Board" shall mean the Company.

2.5 "Change in Control Event" means an event described in Section 409A(a)(2)(A)(v) of the Code (or any successor provision thereto) and the regulations thereunder.

2.6 "Committee" means the persons or entity designated in the Adoption Agreement to administer the Plan. If the Committee designated in the Adoption Agreement is unable to serve, the Employer shall satisfy the duties of the Committee provided for in Section 9.

2.7 "Company" means the company designated in the Adoption Agreement as such.

2.8 "Compensation" shall have the meaning designated in the Adoption Agreement.

2.9 "Crediting Date" means the date designated in the Adoption Agreement for crediting the amount of any Participant Deferral Credits or Employer Credits to the Deferred Compensation Account of a Participant.

2.10 "Deferred Compensation Account" means the account or accounts maintained with respect to each Participant under the Plan. The Deferred Compensation Account shall be credited with Participant Deferral Credits and Employer Credits, credited or debited for deemed investment gains or losses, and adjusted for payments in accordance with the rules and elections in effect under Section 8. As permitted in the Adoption Agreeme nt, the Deferred Compensation Account of a Participant may consist of one or more accounts including In-Service or Education Accounts, if applicable. A Participant may elect payment options for each account as described in Section 7.1 and deemed investment s for each account as described in Section 8.2.

2.11 "Disabled or Disability" means Disabled or Disability within the meaning of Section 409A of the Code and the regulations thereunder. Generally, this means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of the Employer.

2.12 "Education Account" is an In-Service Account which will be used by the Participant for educational purposes.

2.13 "Effective Date" shall be the date designated in the Adoption Agreement.

2.14 "Employee" means an individual in the Service of the Employer if the relationship between the individual and the Employer is the legal relationship of employer and employee. An individual shall cease to be an Employee upon the Employee's Separation from Servi ce.

2.15 "Employer" means the Company, as identified in the Adoption Agreement, and any Participating Employer which adopts this Plan. An Employer may be a corporation, a limited liability company, a partnership or sole proprietorship.

2.16 "Employer Credits" means the amounts credited to the Participant's Deferred Compensation Account by the Employer pursuant to the provisions of Section 4.2.

2.17 "Grandfathered Amounts" means, if applicable, the amounts that were deferred under the Plan and were earned and vested within the meaning of Section 409A of the Code and regulations thereunder as of December 31, 2004. Grandfathered Amounts shall be subject to the terms designated in the Plan which were in effect as of October 3, 2004.

2.18 "Independent Contractor" means an individual in the Service of the Employer if the relationship between the individual and the Employer is not the legal relationship of employer and employee. An individual shall cease to be an Independent Contractor upon the termination of the Independent Contractor's Service. An Independent Contractor shall include a director of the Employer who is not an Employee.

2.19 "In-Service Account" means a separate account to be kept for each Participant that has elected to take in-service distributions as described in Section 5.4. The In-Service Account shall be adjusted in the same manner and at the same time as the Deferred Compensation Account under Section 8 and in accordance with the rules and elections in effect under Section 8.

2.20 "Normal Retirement Age" of a P articipant means the age designated in the Adoption Agreement.

2.21 "Participant" means with respect to any Plan Year an Employee or Independent Contractor who has been designated by the Committee as a Participant and who has entered the Plan or who has a Deferred Compensation Account under the Plan; provided that if the Participant is an Employee, the individual must be a highly compensated or management employee of the Employer within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

2.22 "Participant Deferral Credits" means the amounts credited to the Participant's Deferred Compensation Account by the Employer pursuant to the provisions of Section 4.1.

2.23 "Participating Employer" means any trade or business (whether or not incorporated) which adopts this Plan with the consent of the Company identified in the Adoption Agreement.

2.24 "Participation Agreement" means a written agreement entered into between a Participant and the Employer pursuant to the provisions of Section 4.1

2.25 "Performance-Based Compensation" means compensation where the amount of, or entitlement to, the compensation is contingent on the satisfaction of preestablished organizational or individual performance criteria relating to a performance period of at least twelve months. Organizational or individual performance criteria are considered preestablished if established in writing within 90 days after the commencement of the period of service to which the criteria relates, provided that the outcome is substantially uncertain at the time the criteria are established. Performance-based compensation may include payments based upon subjective performance criteria as provided in regulations and administrative guidance promulgated under Section 409A of the Code.

2.26 "Plan" means The Executive Nonqualified Excess Plan, as herein set out and as set out in the Adoption Agreement, or as duly amended. The name of the Plan as applied to the Employer shall be designated in the Adoption Agreement.

2.27 "Plan-Approved Domestic Relations Order" shall mean a judgment, decree, or order (including the approval of a settlement agreement) which is:

2.27.1 Issued pursuant to a State's domestic relations law;

2.27.2 Relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of the Participant;

2.27.3 Creates or recognizes the right of a Spouse, former Spouse, child or other dependent of the Participant to receive all or a portion of the Participant's benefits under the Plan;

2.27.4 Requires payment to such person of their interest in the Participant's benefits in a lump sum payment at a specific time; and

2.27.5 Meets such other requirements established by the Committee.

2.28 "Plan Year" means the twelve-month period ending on the last day of the month designated in the Adoption Agreement; provided that the initial Plan Year may have fewer than twelve months.

2.29 "Qualifying Distribution Event" means (i) the Separation from Service of the Participant, (ii) the date the Participant becomes Disabled, (iii) the death of the Participant, (iv) the time specified by the Participant for an In-Service or Education Distribution, (v) a Change in Control Event, or (vi) an Unforeseeable Emergency, each to the extent provided in Section 5.

2.30 "Seniority Date" shall ha ve the meaning designated in the Adoption Agreement.

2.31 "Separation from Service" or "Separates from Service" means a "separation from service" within the meaning of Section 409A of the Code.

2.32 "Service" as an Employee means employment by the Employer. For purposes of the Plan, the employment relationship is treated as continuing intact while the Employee is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Employee's right to reemployment is provided either by statute or contract. If the Participant is an Independent Contractor, "Service" shall mean the period during which the contractual relationship exists between the Employer and the Participant. The contractual relationship is not terminated if the Participant anticipates a renewal of the contract or becomes an Employee.

2.33 "Service Bonus" means any bonus paid to a Participant by the Employer which is not Performance-Based Compensation.

2.34 "Specified Employee" means an Employee who meets the requirements for key employee treatment under Section 416(i)(l)(A)(i), (ii) or (iii) of the Code (applied in accordance with the regulations thereunder and without regard to Section 416(i)(5) of the Code) at any time during the twelve month period ending on December 31 of each year (the "identification date"). If the person is a key employee as of any identification date, the person is treated as a Specified Employee for the twelve-month period beginning on the first day of the fourth month following the identification date. Unless binding corporate action is taken to establish different rules for determining Specified Employees for all plans of the Company and its controlled group members that are subject to Section 409A of the

Code, the foregoing rules and the other default rules under the regulations of Section 409A of the Code shall apply.

2.35 "Spouse" or "Surviving Spouse" means, except as otherwise provided in the Plan, a person who is the legally married spouse or surviving spouse of a Participant.

2.36 "Unforeseeable Emergency" means an "unforeseeable emergency" within the meaning of Section 409A of the Code.

2.37 "Years of Service" means each Plan Year of Service completed by the Participant. For vesting purposes, Years of Service shall be calculated from the date designated in the Adoption Agreement and Service shall be based on service with the Company and all Participating Employers.

Section 3. Participation:

The Committee in its discretion shall designate each Employee or Independent Contractor who is eligible to participate in the Plan. A Participant who Separates from Service with the Employer and who later returns to Service will not be an Active Participant under the Plan except upon satisfaction of such terms and conditions as the Committee shall establish upon the Participant's return to Service, whether or not the Participant shall have a balance remaining in his Deferred Compensation Account under the Plan on the date of the return to Service.

Section 4. Credits to Deferred Compensation Account:

4.1 Participant Deferral Credits. To the extent provided in the Adoption Agreement, each Active Participant may elect, by entering into a Participation Agreement with the Employer, to defer the receipt of Compensation from the Employer by a dollar amount or percentage specified in the Participation Agreement. The amount of

Compensation the Participant elects to defer, the Participant Deferral Credit, shall be credited by the Employer to the Deferred Compensation Account maintained for the Participant pursuant to Section 8. The following special provisions shall apply with respect to the Participant Deferral Credits of a Participant:

4.1.1 The Employer shall credit to the Participant's Deferred Compensation Account on each Crediting Date an amount equal to the total Participant Deferral Credit for the period ending on such Crediting Date.

4.1.2 An election pursuant to this Section 4.1 shall be made by the Participant by executing and delivering a Participation Agreement to the Committee. Except as otherwise provided in this Section 4.1, the Participation Agreement shall become effective with respect to such Participant as of the first day of January following the date such Participation Agreement is received by the Committee. A Participant's election may be changed at any time prior to the last permissible date for making the election as permitted in this Section 4.1, and shall thereafter be irrevocable. Any election of a Participant shall continue in effect for the time period as set forth in the Adoption Agreement and shall be described as evergreen or non-evergreen as appropriate.

4.1.3 A Participant may execute and deliver a Participation Agreement to the Committee within 30 days after the date the Participant first becomes eligible to participate in the Plan. After the 30 day period expires, or after any shorter time period as agreed to by the Participant and the Committee, the latest election made by the Participant during that period becomes irrevocable. Such election shall then be effective as of the first payroll period commencing following the date the Participation Agreement becomes irrevocable. Whether a Participant is treated as newly eligible for participation under this Section shall be determined in accordance with Section 409A of the Code and the regulations thereunder, including (i) rules that treat all elective deferral account balance plans as one plan, and (ii) rules that treat a previously eligible Employee as newly eligible if his benefits had been previously distributed or if he has been ineligible for 24 months. For Compensation that is earned based upon a specified performance period (for example, an annual bonus), where a deferral election is made under this Section but after the beginning of the performance period, the election will only apply to the portion of the Compensation equal to the total amount of the Compensation for the service period multiplied by the ratio of the number of days remaining in the performance period after the date the election becomes irrevocable over the total number of days in the performance period.

4.1.4 A Participant may unilaterally modify a Participation Agreement (either to terminate, increase or decrease the portion of his future Compensation which is subject to deferral within the percentage limits set forth in Section 4.1 of the Adoption Agreement) by providing a written modification of the Participation Agreement to the Committee. The modification shall become effective as of the first day of Janu ary following the date such written modification is received by the Committee, or at such later date as required under Section 409A of the Code.

4.1.5 If the Participant performed services continuously from the later of the beginning of the performance period or the date upon which the performance criteria are established through the date upon which the Participant makes an initial deferral election, a Participation Agreement relating to the deferral of Performance- Based Compensation may be executed and delivered to the Committee no later than the date which is 6 months prior to the end of the performance period, provided that in no event may an election to defer Performance-Based Compensation be made after such Compensation has become readily ascertainable.

4.1.6 If the Employer has a fiscal year other than the calendar year, Compensation relating to Service in the fiscal year of the Employer (such as a bonus based on the fiscal year of the Employer), of which no amount is paid or payable during the fiscal year, may be deferred at the Participant's election if the election to defer is made not later than the close of the Employer's fiscal year next preceding the first fiscal year in which the Participant performs any services for which such Compensation is payable.

4.1.7 Compensation payable after the last day of the Participant's taxable year solely for services provided during the final payroll period containing the last day of the Participant's taxable year (i.e., December 31) is treated for purposes of this Section 4.1 as Compensation for services performed in the subsequent taxable year.

4.1.8 The Committee may from time to time establish policies or rules consistent with the requirements of Section 409A of the Code to govern the manner in which Participant Deferral Credits may be made.

4.1.9 If a Participant becomes Disabled all currently effective deferral elections for such Participant shall be cancelled. At the time the participant is no longer Disabled, subsequent elections to defer future compensation will be permitted under this Section 4.

4.1.10 If a Participant applies for and receives a distribution on account of an Unforeseeable Emergency, all currently effective deferral elections for such Participant shall be cancelled. Subsequent elections to defer future compensation will be permitted under this Section 4.

4.1.11 If a Participant receives a hardship distribution from a 401(k) or a 403(b) plan that requires all currently effective deferral elections under all plans maintained by the Employer to be cancelled, then all currently effective deferral elections shall be cancelled until the later of the beginning of the next calendar year or six months after the date of the hardship distribution. Subsequent elections to defer future compensation under this Section 4 will not be effective until the later of the beginning of the next calendar year or six months after the date of the hardship di stribution. If the effective date of such an election occurs after the beginning of the next calendar year, as permitted by the Employer, a Participant may make elections for the next calendar year prior to January 1 st of the next calendar year, but these elections will not become effective until the end of the six- month waiting period.

4.2 Employer Credits. If designated by the Employer in the Adoption Agreement, the Employer shall cause the Committee to credit to the Deferred Compensation Account of each Active Participant an Employer Credit as determined in accordance with the Adoption Agreement. A Participant must make distribution elections with respect to any Employer Credits credited to his Deferred Compensation Account by the deadline that would apply under Section 4.1 for distribution elections with respect to Participant Deferral Credits credited at the same time, on a Participation Agreement that is timely executed and delivered to the Committee pursuant to Section 4.1. If no distribution election is made, vested amounts in the Deferred Compensation Account will be distributed in a lump sum upon the earliest of any Qualifying Distribution Event limited to Separation from Service, Disability, Death or Change in Control.

4.3 Deferred Compensation Account. All Participant Deferral Credits and Employer Credits shall be credited to the Deferred Compensation Account of the Participant as provided in Section 8.

Section 5. Qualifying Distribution Events:

5.1 Separation from Service. If the Participant Separates from Service with the Employer, the vested balance in the Deferred Compensation Account shall be paid to the Participant by the Employer as provided in Section 7. Notwithstanding the foregoing, no distribution shall be made earlier than six months after the date of Separation from

Service (or, if earlier, the date of death) with respect to a Participant who as of the date of Separation from Service is a Specified Employee of a corporation the stock in which is traded on an established securities market or otherwise. Any payments to which such Specified Employee would be entitled during the first six months following the date of Separation from Service shall be accumulated and paid on the first day of the seventh month following the date of Separa tion from Service, and shall be adjusted for deemed investment gain and loss incurred during the six month period.

5.2 Disability. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan when a Participant becomes Disabled, and the Participant becomes Disabled while in Service, the vested balance in the Deferred Compensation Account shall be paid to the Participant by the Employer as provided in Section 7.

5.3 Death. If the Participant dies while in Service, the Employer shall pay a benefit to the Participant's Beneficiary in the amount designated in the Adoption Agreement. Payment of such benefit shall be made by the Employer as provided in Section 7.

5.4 In-Service or Education Distributions. If the Employer designates in the Adoption Agreement that in-service or education distributions are permitted under the Plan, a Participant may designate in the Participation Agreement to have a specified amount credited to the Participant's In-Service or Education Account for in-service or education distributions at the date specified by the Participant. In no event may an in- service or education distribution of an amount be made before the date that is two years after the first day of the year in which any deferral election to such In-Service or Education

Account became effective. Notwithstanding the foregoing, if a Participant incurs a Qualifying Distribution Event prior to the date on which the entire balance in the In-Service or Education Account has been distributed, then the vested balance in the In-Service or Education Account on the date of the Qualifying Distribution Event shall be paid as provided under Section 7.1 for payments on such Qualifying Distribution Event.

5.5 Change in Control Event. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan upon the occurrence of a Change in Control Event, the Participant may designate in the Participation Agreement to have the vested balance in the Deferred Compensation Account paid to the Participant upon a Change in Control Event by the Employer as provided in Section 7.

5.6 Unforeseeable Emergency. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan upon the occurrence of an Unforeseeable Emergency event, a distribution from the Deferred Compensation Account may be made to a Participant in the event of an Unforeseeable Emergency, subject to the following provisions:

5.6.1 A Participant may, at any time prior to his Separation from Service for any reason, make application to the Committee to receive a distribution in a lump sum of all or a portion of the vested balance in the Deferred Compensation Account (determined as of the date the distribution, if any, is made under this Section 5.6) because of an Unforeseeable Emergency. A distribution because of an Unforeseeable Emergency shall not exceed the amount required to satisfy the Unforeseeable Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of such distribution, after taking into account the extent to which the Unforeseeable Emergency may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship) or by stopping current deferrals under the Plan pursuant to Section 4.1.10.

5.6.2 The Participant's request for a distribution on account of Unforeseeable Emergency must be made in writing to the Committee. The request must specify the nature of the financial hardship, the total amount requested to be distributed from the Deferred Compensation Account, and the total amount of the actual expense incurred or to be incurred on account of the Unforeseeable Emergency.

5.6.3 If a distribution under this Section 5.6 is approved by the Committee, such distribution will be made as soon as practicable following the date it is approved. The processing of the request shall be completed as soon as practicable from the date on which the Committee receives the properly completed written request for a distribution on account of an Unforeseeable Emergency. If a Participant's Separation from Service occurs after a request is approved in accordance with this Section 5.6.3, but prior to distribution of the full amount approved, the approval of the request shall be automatically null and void and the benefits which the Participant is entitled to receive under the Plan shall be distributed in accordance with the applicable distribution provisions of the Plan.

5.6.4 The Committee may from time to time adopt additional policies or rules consistent with the requirements of Section 409A of the Code to govern the manner in which such distributions may be made so that the Plan may be conveniently administered.

Section 6. Vesting:

A Participant shall be fully vested in the portion of his Deferred Compensation Account attributable to Participant Deferral Credits, and all income, gains and losses attributable thereto. A Participant shall become fully vested in the portion of his Deferred Compensation Account attributable to Employer Credits, and income, gains and losses attributable thereto, in accordance with the vesting schedule and provisions designated by the Employer in the Adoption Agreement. If a Participant's Deferred Compensation Account is not fully vested upon Separation from Service, the portion of the Deferred Compensation Account that is not fully vested shall thereupon be forfeited.

Section 7. Distribution Rules:

7.1 Payment Options. The Employer shall designate in the Adoption Agreement the payment options which may be elected by the Participant (lump sum, annual installments, or a combination of both). Different payment options may be made available for each Qualifying Distribution Event, and different payment options may be available for different types of Separations from Service, all as designated in the Adoption Agreement. The Participant shall elect in the Participation Agreement t he method under which the vested balance in the Deferred Compensation Account will be distributed from among the designated payment options. The Participant may at such time elect a different method of payment for each Qualifying Distribution Event as spec ified in the Adoption Agreement. If the Participant is permitted by the Employer in the Adoption Agreement to elect different payment options and does not make a valid election, the vested balance in the Deferred Compensation Account will be distributed as a lump sum upon the Qualifying Distribution Event.

Notwithstanding the foregoing, if certain Qualifying Distribution Events occur prior to the date on which the vested balance of a Participant's Deferred Compensation Account is completely paid pursuant to this Section 7.1 following the occurrence of certain Qualifying Distribution Events, the following rules apply:

7.1.1 If the currently effective Qualifying Distribution Event is a Separation from Service or Disability, and the Participant subsequently dies, the remaining unpaid vested balance of a Participant's Deferred Compensation Account shall be paid as a lump sum.

7.1.2 If the currently effective Qualifying Distribution Event is a Change in Control Event, and any subsequent Qualifying Distribution Event occurs (except an In-Service or Education Distribution described in Section 2.29(iv)), the remaining unpaid vested balance of a Participant's Deferred Compensation Account shall be paid as provided under Section 7.1 for payments on such subsequent Qualifying Distribution Event.

7.2 Timing of Payments. Payment shall be made in the manner elected by the Participant and shall commence as soon as practicable after (but no later than 60 days after) the distribution date specified for the Qualifying Distribution Event. For each payment, the

Committee must specify a date for the Deferred Compensation Account(s) to be valued. In the event the Participant fails to make a valid election of the payment method, the distribution will be made in a single lump sum paym ent as soon as practicable after (but no later than 60 days after) the Qualifying Distribution Event. A payment may be further delayed to the extent permitted in accordance with regulations and guidance under Section 409A of the Code.

7.3 Installment Payments. If the Participant elects to receive installment payments upon a Qualifying Distribution Event, the payment of each installment shall be made on the anniversary of the date of the first installment payment, and the amount of the installment shall be adjusted on such anniversary for credits or debits to the Participant's account pursuant to Section 8 of the Plan. Such adjustment shall be made by dividing the balance in the Deferred Compensation Account on such date by the number of installments remaining to be paid hereunder; provided that the last installment due under the Plan shall be the entire amount credited to the Participant's account on the date of payment.

7.4 De Minimis Amounts. Notwithstanding any payment election made by the Participant, if the Employer designates a pre-determined de minimis amount in the Adoption Agreement, the vested balance in all Deferred Compensation Accounts of the Participant will be distributed in a single lump sum payment if at the time of a permitted Qualifying Distribution Event the vested balance does not exceed such pre-determined de minimis amount; provided, however, that such distribution will be made only where the Qualifying Distribution Event is a Separation from Service, death, Disability (if applicable) or Change in Control Event (if applicable). Such payment shall be made on or before the later of (i) December 31 of the calendar year in which the Qualifying Distribution Event occurs, or (ii) the date that is 2-1/2 months after the Qualifying Distribut ion Event occurs. In addition, the Employer may distribute a Participant's vested balance in all of the Participant's Deferred Compensation Accounts at any time if the balance does not exceed the limit in Section 402(g)(1)(B) of the Code and results in the termination of the Participant's entire interest in the Plan as provided under Section 409A of the Code.

7.5 Subsequent Elections. With the consent of the Committee, a Participant may delay or change the method of payment of the Deferred Compensation Account subject to the following requirements:

7.5.1 The new election may not take effect until at least 12 months after the date on which the new election is made.

7.5.2 If the new election relates to a payment for a Qualifying Distribution Event other than the death of the Participant, the Participant becoming Disabled, or an Unforeseeable Emergency, the new election must provide for the deferral of the payment for a period of at least five years from the date such payment would otherwise have been made.

7.5.3 If the new election relates to a payment from the In-Service or Education Account, the new election must be made at least 12 months prior to the date of the first scheduled payment from such account.

For purposes of this Section 7.5 and Section 7.6, a payment is each separately identified amount to which the Participant is entitled under the Plan; provided, that entitlement to a series of installment payments is treated as the entitlement to a single payment.

7.6 Acceleration Prohibited. The acceleration of the time or schedule of any payment due under the Plan is prohibited except as expressly provided in regulations and administrative guidance promulgated under Section 409A of the Code (such as accelerations for domestic relations orders and employment taxes). It is not an acceleration of the time or schedule of payment if the Employer waives or accelerates the vesting requirements applicable to a benefit under the Plan.

7.7 Residual Distributions. If calculation of the amount of any credit to a Participant's D eferred Compensation Account is not administratively practicable due to events beyond the control of the Employer, payments may be made to the Participant for residual amounts contributed to or remaining in a Deferred Compensation Account after payments un der the provisions of this Section 7 have commenced or been completed. The residual amount shall be credited to the Deferred Compensation Account when the calculation of the amount becomes administratively practicable. Examples of residual amounts include, but are not limited to, additional investment returns credited after payment (due to dividends or pricing changes) or additional contributions made after payment (such as an annual bonus deferral or an Employer Credit). Payments that would have been made had the residual amount been calculable at the benefit commencement date shall be made up as soon as practicable after crediting to the Deferred Compensation Account, in no case later than the end of the year in which calculation of the amount becomes admi nistratively practicable.

7.8 Ineffective Deferrals. If a Participant deferral election under Section 4 to contribute to an In-Service or Education Account carries over to a subsequent year (an evergreen election) and the deferral election is ineffective (i.e., the distribution election would cause payment in the current or prior years), the amount deferred will be credited to a Deferred Compensation Account that is not an In-Service or Education Account. If the Participant only has one account of this type, the amount deferred will be credited to that account. If the Participant has multiple accounts of this type, and one of the accounts has a lump sum at Separation from Service distribution election, the amount deferred will be credited to that account. If the Participant has multiple accounts of this type and does not have an account with a lump sum at Separation from Service distribution election, one will be established with a lump sum at Separation from Service distribution election and the amount deferred will be credited to this account.

Section 8. Accounts; Deemed Investment; Adjustments to Account:

8.1 Accounts. The Committee shall establish a book reserve account, entitled the "Deferred Compensation Account," on behalf of each Participant. The Committee shall also establish an In-Service or Education Account as a part of the Deferred Compensation Account of each Participant, if applicable. The amount credited to the Deferred Compensation Account shall be adjusted pursuant to the provisions of Section 8.3.

8.2 Deemed Investments. The Deferred Compensation Account of a Participant shall be credited with an investment return determined as if the account were invested in one or more investment funds made available by the Committee. The Participant shall elect the investment funds in which his Deferred Compensation Account shall be deemed to be invested. Such election shall be made in the manner prescribed by the Committee and shall take effect upon the entry of the Participant into the Plan. The investment election of the Participant shall remain in effect until a new election is made by the Participant. In the event the Participant fails for any reason to make an effective election of the investment return to be credited to his account, the investment return shall be determined by the Committee.

8.3 Adjustments to Deferred Compensation Account. With respect to each Participant who has a Deferred Compensation Account under the Plan, the amount credited to such account shall be adjusted by the following debits and credits, at the times and in the order stated:

8.3.1 The Deferred Compensation Account shall be debited each business day with the total amount of any payments made from such account since the last preceding business day to him or for his benefit. Unless otherwise specified by the Employer, each deemed investment fund will be debited pro-rata based on the value of the investment funds as of the end of the preceding business day.

8.3.2 The Deferred Compensation Account shall be credited on each Crediting Date with the total amount of any Participant Deferral Credits and Employer Credits to such account since the last preceding Crediting Date.

8.3.3 The Deferred Compensation Account shall be credited or debited on each day securities are traded on a national stock exchange with the amount of deemed investment gain or loss resulting from the performance of the deemed investment funds elected by the Participant in accordance with Section 8.2. The amount of such deemed investment gain or loss shall be determined by the Committee and such determination shall be final and conclusive upon all concerned.

Section 9. Administration by Committee:

9.1 Membership of Committee. If the Committee consists of individuals appointed by the Board, they will serve at the pleasure of the Board. Any member of the Committee may resign, and his successor, if any, shall be appointed by the Board.

9.2 General Administration. The Committee shall be responsible for the operation and administration of the Plan and for carrying out its provisions. The Committee shall have the full authority and discretion to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and decide or resolve any and all questions, including interpretations of this Plan, as may arise in connection with this Plan. Any such action taken by the Committee shall be final and conclusive on any party. To the extent the Committee has been granted discretionary authority under the Plan, the Committee’s prior exercise of such authority shall not obligate it to exercise its authority in a like fashion thereafter. The Committee shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Employer with respect to the Plan. The Committee may, from time to time, employ agents and delegate to such agents, including Employees of the Employer, such administrative or other duties as it sees fit.

9.3 Indemnification. To the extent not covered by insurance, the Employer shall indemnify the Committee, each Employee, officer, director, and agent of the Employer, and all persons formerly serving in such capacities, against any and all liabilities or expenses, including all legal fees relating thereto, arising in connection with the exercise of their duties and responsibilities with respect to the Plan, provided however that the Employer shall not indemnify any person for liabilities or expenses due to that person's own gross negligence or willful misconduct.

Section 10. Contractual Liability, Trust:

10.1 Contractual Liability. Unless otherwise elected in the Adoption Agreement, the Company shall be obligated to make all payments hereunder. This obligation shall constitute a contractual liability of the Company to the Participants, and such payments shall be made from the general funds of the Company. The Company shall not be required to establish or maintain any special or separate fund, or otherwise to segregate assets to assure that such payments shall be made, and the Participants shall not have any interest in any particular assets of the Company by reason of its obligations hereunder. To the extent that any person acquires a right to receive payment from the Company under the Plan, such right shall be no greater than the right of an unsecured creditor of the Company.

10.2 Trust. The Employer may establish a trust to assist it in meeting its obligations under the Plan. Any such trust shall conform to the requirements of a grantor trust under Revenue Procedures 92-64 and 92-65 and at all times during the continuance of the trust the principal and income of the trust shall be subject to claims of general cr editors of the Employer under federal and state law. The establishment of such a trust would not be intended to cause Participants to realize current income on amounts contributed thereto, and the trust would be so interpreted and administered.

Section 11. Allocation of Responsibilities:

The persons responsible for the Plan and the duties and responsibilities allocated to each are as follows:

11.1 Board.

(i) To amend the Plan;

(ii) To appoint and remove members of the Committee; and

(iii) To terminate the Plan as permitted in Section 14.

11.2 Committee.

(i) To designate Participants;

(ii) To interpret the provisions of the Plan and to determine the rights of the Participants under the Plan, except to the extent otherwise provided in Section 16 relating to claims procedure;

(iii) To administer the Plan in accordance with its terms, except to the extent powers to administer the Plan are specifically delegated to another person or persons as provided in the Plan;

(iv) To account for the amount credited to the Deferred Compensation Account of a Participant;

(v) To direct the Employer in the payment of benefits;

(vi) To file such reports as may be required with the United States Department of Labor, the Internal Revenue Service and any other government agency to which reports may be required to be submitted from time to time; and

(vii) To administer the claims procedure to the extent provided in Section 16.

Section 12. Benefits Not Assignable; Facility of Payments:

12.1 Benefits Not Assignable. No portion of any benefit credited or paid under the Plan with respect to any Participant shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void, nor shall any portion of such benefit be in any manner payable to any assignee, receiver or any one trustee, or be liable for his debts, contracts, liabilities, engagements or torts.

12.2 Plan-Approved Domestic Relations Orders. The Committee shall establish procedures for determining whether an order directed to the Plan is a Plan- Approved Domestic Relations Order. If the Committee determines that an order is a Plan- Approved Domestic Relations Order, the Committee shall cause the payment of amounts pursuant to or segregate a separate account as provided by (and to prevent any payment or act which might be inconsistent with) the Plan-Approved Domestic Relations Order notwithstanding Section 12.1.

12.3 Payments to Minors and Others. If any individual entitled to receive a payment under the Plan shall be physically, mentally or legally incapable of receiving or acknowledging receipt of such payment, the Committee, upon the receipt of satisfactory evidence of his incapacity and satisfactory evidence that another person or institution is maintaining him and that no guardian or committee has been appointed for him, may cause any payment otherwise payable to him to be made to such person or institution so maintaining him. Payment to such p erson or institution shall be in full satisfaction of all claims by or through the Participant to the extent of the amount thereof.

Section 13. Beneficiary:

The Participant's Beneficiary shall be the person, persons, entity or entities designated by the Participant on the Beneficiary designation form provided by and filed with the Committee or its designee. If the Participant does not designate a Beneficiary, the Beneficiary shall be his Surviving Spouse. If the Participant does not designate a Beneficiary and has no Surviving Spouse, the Beneficiary shall be the Participant's estate. The designation of a Beneficiary may be changed or revoked only by filing a new Beneficiary designation form with the Committee or its designee. If a Beneficiary (the "primary Beneficiary") is receiving or is entitled to receive payments under the Plan and dies before receiving all of the payments due him, the balance to which he is entitled shall be paid to the contingent Beneficiary, if any, named in the Participant's current Beneficiary designation form. If there is no contingent Beneficiary, the balance shall be paid to the estate of the primary Beneficiary. Any Beneficiary may disclaim all or any part of any benefit to which such Beneficiary shall be entitled hereunder by filing a written disclaimer with the Committee before payment of such benefit is to be made. Such a disclaimer shall be made in a form satisfactory to the Committee and shall be irrevocable when filed. Any benefit disclaimed shall be payable from the Plan in the same manner as if the Beneficiary who filed the disclaimer had predeceased the Participant.

Section 14. Amendment and Termination of Plan:

The Company may amend any provision of the Plan or terminate the Plan at any time; provided, that in no event shall such amendment or termination reduce the balance in any Participant's Deferred Compensation Account as of the date of such amendment or termination, nor shall any such amendment materially adversely affect the Participant relating to the payment of such Deferred Compensation Account. Notwithstanding the forego ing, the following special provisions shall apply:

14.1 Termination in the Discretion of the Employer. Except as otherwise provided in Sections 14.2, the Company in its discretion may terminate the Plan and distribute benefits to Participants subject to the following requirements and any others specified under Section 409A of the Code:

14.1.1 All arrangements sponsored by the Employer that would be aggregated with the Plan under Section 1.409A-l(c) of the Treasury Regulations are terminated.

14.1.2 No payments other than payments that would be payable under the terms of the Plan if the termination had not occurred are made within 12 months of the termination date.

14.1.3 All benefits under the Plan are paid within 24 months of the termination date.

14.1.4 The Employer does not adopt a new arrangement that would be aggregated with the Plan under Section 1.409A-1(c) of the Treasury Regulations providing for the deferral of compensation at any time within 3 years following the date of termination of the Plan.

14.1.5 The termination does not occur proximate to a downturn in the financial health of the Employer.

14.2 Termination Upon Change in Control Event. If the Company terminates the Plan within thirty days preceding or twelve months following a Change in Control Event, the Deferred Compensation Account of each Participant shall become payable to the Participant in a lump sum within twelve months following the date of termination, subject to the requirements of Section 409A of the Code.

Section 15. Communication to Participants:

The Employer shall make a copy of the Plan available for inspection by Participants and their beneficiaries during reasonable hours at the principal office of the Employer.

Section 16. Claims Procedure:

The following claims procedure shall apply with respect to the Plan:

16.1 Filing of a Claim for Benefits. If a Participant or Beneficiary (the "claimant") believes that he is entitled to benefits under the Plan which are not being paid to him or which are not being accrued for his benefit, he shall file a written claim therefore with the Committee.

16.2 Notification to Claimant of Decision. Within 90 days after receipt of a claim by the Committee (or within 180 days if special circumstances require an extension of time), the Committee shall notify the claimant of the decision with regard to the claim. In the event of such special circumstances requiring an extension of time, there shall be furnished to the claimant prior to expiration of the initial 90-day period written notice of the extension, which notice shall set forth the special circumstances and the date by which the decision shall be furnished. If such claim shall be wholly or partially denied, notice thereof shall be in writing and worded in a manner calculated to be understood by the claimant, and shall set forth: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent provisions of the Plan on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (iv) an explanation of the procedure for review of the denial and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review.

16.3 Procedure for Review. Within 60 days following receipt by the claimant of notice denying his claim, in whole or in part, or, if such notice shall not be given, within 60 days following the latest date on which such notice could have been timely given, the claimant may appeal denial of the claim by filing a written application for review with the Committee. Following such request for review, the Committee shall fully and fairly review the decision denying the claim. Prior to the decision of the Committee, the claimant shall be given an opportunity to review pertinent documents and to submit issues and comments in writing.

16.4 Decision on Review. The decision on review of a claim denied in whole or in part by the Committee shall be made in the following manner:

16.4.1 Within 60 days following receipt by the Committee of the request for review (or within 120 days if special circumstances require an extension of time), the Committee shall notify the claimant in writing of its decision with regard to the claim. In the event of such special circumstances requiring an extension of time, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension.

16.4.2 With respect to a claim that is denied in whole or in part, the decision on review shall set forth specific reasons for the decision, shall be written in a manner calculated to be understood by the claimant, and shall set forth:

(i) the specific reason or reasons for the adverse determination;

(ii) specific reference to pertinent Plan provisions on which the adverse determination is based;

(iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant’s claim for benefits; and

(iv) a statement describing any voluntary appeal procedures offered by the Plan and the claimant’s right to obtain the information about such procedures, as well as a statement of the claimant's right to bring an action under ERISA section 502(a).

16.4.3 The decision of the Committee shall be final and conclusive.

16.5 Action by Authorized Representative of Claimant. All actions set forth in this Section 16 to be taken by the claimant may likewise be taken by a representative of the claimant duly authorized by him to act in his behalf on such matters. The Committee may require such evidence of the authority to act of any such representative as it may reasonably deem necessary or advisable.

16.6 Disability Claims

Notwithstanding any provision of the Plan to the contrary, if a claim for benefits is based on Disability, the following claims procedures shall apply: The Committee shall maintain a procedure under which any Participant or Beneficiary can file a claim for benefits under this Plan based on Disability.

16.6.1 After receiving a claim for benefits, the Committee will notify the Participant or Beneficiary of its claim determination within 45 days of the receipt of the claim. This period may be extended by 30 days if an extension is necessary to process the claim due to matters beyond the control of the Committee. A written notice of the extension, the reason for the extension and when the Committee expects to decide the claim, will be furnished to the Participant or Beneficiary within the initial 45-day period. This period may be extended for an additional 30 days beyond the original extension. A written notice of the additional extension, the reason for the additional extension and when the Committee expects to decide the claim, will be furnished to the Participant or Beneficiary within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to a Participant or Beneficiary's failure to submit information necessary to decide a claim, the period for making the benefit determination by the Committee will be tolled from the date on which the notification of the extension is sent to the Participant or Beneficiary until the date on which the Participant or Beneficiary responds to the request for additional information.

16.6.2 If a claim for benefits is denied, in whole or in part, a Participant or Beneficiary or his or her authorized representative, will receive a written notice of the denial. The notice will follow the rules of 29 C.F.R. § 2560.503-1(o) for culturally and linguistically appropriate notices and will be written in a manner calculated to be understood by the Participant or Beneficiary. The notice will include:

(i) the specific reason(s) for the denial,

(ii) references to the specific Plan provisions on which the benefit determination was based,

(iii) a description of any additional material or information necessary to perfect a claim and an explanation of why such information is necessary,

(iv) a description of the Committee's appeals procedures and applicable time limits, including, to the extent applicable, a statement of the right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review,

(v) a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the Committee of health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Committee in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination regarding the claimant presented by the claimant to the Committee made by the Social Security Administration,

(vi) if the determination is based on medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the relevant medical circumstances, or a statement that such explanation will be provided free of charge upon request,

(vii) either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse benefit determination, or a statement that such rules, guidelines, protocols, standards, or other similar criteria of the Plan do not exist, and

(viii) a statement that the Participant or Beneficiary is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his or her claim for benefits.

16.6.3 If a claim for benefits is denied, a Participant or Beneficiary, or his or her representative, may appeal the denied claim in writing within 180 days of receipt of the written notice of denial. The Participant or Beneficiary may submit any written comments, documents, records and any other information relating to the claim. Upon request, the Participant or Beneficiary will also have access to, and the right to obtain copies of, all documents, records and information relevant to his or her claim free of charge.

16.6.4 A full review of the information in the claim file and any new information submitted to support the appeal will be conducted. The claim decision will be made by a first review appeals committee appointed by the Employer. This committee will consist of individuals who were not involved in the initial benefit determination, nor will such individuals be subordinate to any person involved in the initial benefit determination. This review will not afford any deference to the initial benefit determination.

16.6.5 If the initial adverse decision was based in whole or in part on a medical judgment, the first review appeals committee will consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment, was not consulted in the initial adverse benefit determination and is not a subordinate of the healthcare professional who was consulted in the initial adverse benefit determination.

16.6.6 Before an adverse benefit determination on review is issued, the first review appeals committee will provide the Participant or Beneficiary, free of charge, with any new or additional evidence considered, relied upon, or generated by the committee or other person making the benefit determination (or at the direction of the committee or such other person) in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the Participant or Beneficiary a reasonable opportunity to respond prior to that date.

16.6.7 Before the first review appeals committee issues an adverse benefit determination on review based on a new or additional rationale, the committee will provide the Participant or Beneficiary, free of charge, with the rationale. The rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the Participant or Beneficiary a reasonable opportunity to respond prior to that date.

16.6.8 The first review appeals committee will make a determination on an appealed claim within 45 days of the receipt of an appeal request. This period may be extended for an additional 45 days if the committee determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that the committee expects to render a decision will be furnished to the Participant or Beneficiary within the initial 45-day period. However, if the period of time is extended due to a Participant's or Beneficiary's failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled fr om the date on which the notification of the extension is sent until the date on which the Participant or Beneficiary responds to the request for additional information.

16.6.9 If the claim on appeal is denied in whole or in part, a Participant or Beneficiary will receive a written notification of the denial. The notice will follow the rules of 29 C.F.R. § 2560.503-1(o) for culturally and linguistically appropriate notices and will be written in a manner calculated to be understood by the claimant. The notice will include:

(i) the specific reason(s) for the adverse determination,

(ii) references to the specific Plan provisions on which the determination was based,

(iii) a statement regarding the right to receive upon request and free of charge reasonable access to, and copies of, all records, documents and other information relevant to the benefit claim,

(iv) a description of the first review appeals committee's review procedures and applicable time limits, including a statement of the right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review,

(v) a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the committee of health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained by or on behalf of the committee in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination regarding the claimant presented by the claimant to the committee made by the Social Security Administration,

(vi) if the determination is based on medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgm ent for the determination, applying the terms of the Plan to the relevant medical circumstances, or a statement that such explanation will be provided free of charge upon request, and

(vii) either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse benefit determination, or a statement that such rules, guidelines, protocols, standards, or other similar criteria of the Plan do not exist.

16.6.10 If the appeal of the benefit claim denial is denied, a Participant or Beneficiary, or his or her representative, may make a second appeal of the denial in writing to the Committee within 180 days of the receipt of the written notice of denial. The Participant or Beneficiary may submit with the second appeal any written comments, documents, records and any other information relating to the claim. Upon request, the Participant or Beneficiary will also have access to, and the right to obtain copies of, all documents, records and information relevant to the claim free of charge.

16.6.11 Upon receipt of the second appeal, a full review of the information in the claim file and any new information submitted to support the appeal will be conducted. The claim decision will be made by a second review appeals committee appointed by the Employer. This committee will consist of individuals who were not involved in the initial benefit determination or the first review appeals committee, nor will such individuals be subordinate to any person involved in the initial benefit or first appeal determination.

16.6.12 If the first appeal was based in whole or in part on a medical judgment, the second appeals review committee will consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment, was not consulted in the initial adverse benefit determination nor in the first appeal and is not a subordinate of the healthcare professional(s) consulted in the initial adverse benefit determination and first appeal.

16.6.13 Before the second appeals review committee issues a denial of the second claim appeal, the committee will provide the Participant or Beneficiary, free of charge, with any new or additional evidence considered, relied upon, or generated by the committee or other person making the benefit determination (or at the direction of the committee or such other person) in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the Participant or Beneficiary a reasonable opportunity to respond prior to that date.

16.6.14 Before the second review appeals committee issues a denial of the second claim appeal based on a new or additional rationale, the committee will provide the Participant or Beneficiary, free of charge, with the rationale. The rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the Participant or Beneficiary a reasonable opportunity to respond prior to that date.

16.6.15 The second appeals review committee will make a determination on the second claim appeal within 45 days of the receipt of the appeal request. This period may be extended for an additional 45 days if the committee determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that the committee expects to render a decision will be furnished to the Participant or Beneficiary within the initial 45-day period. However, if the period of time is extended due to the Participant's or Beneficiary's failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent until the date on which the Participant or Beneficiary responds to the request for additional information.

16.6.16 If the claim on appeal is denied in whole or in part for a second time, the Participant or Beneficiary will receive a written notification of the denial. The notice will follow the rules of 29 C.F.R. § 2560.503-1(o) for culturally and linguistically appropriate notices and will be written in a manner calculated to be understood by the applicant. The notice will include the same information that was included in the first adverse determination letter and will identify the contractual limitations period that applies to the Participant's or Beneficiary's right to bring an action under section 502(a) of ERISA including the calendar date on which the contractual limitations period expires for the claim.

16.6.17 A claimant may not commence a judicial proceeding against any person, including the Committee, the Employer, the Board, the first or second appeals review committee(s), or any other person or committee, with respect to a claim for benefits without first exhausting the claims procedures set forth in the preceding paragraphs. No suit or legal action contesting in whole or in part any denial of benefits under the Plan shall be commenced later than the earlier of (i) the first anniversary of (A) the date of the notice of the Committee's final decision on appeal, or (B) if the claimant fails to request any level of administrative review within the timeframe permitted under this Section 16.6, the deadline for requesting the next level of administrative review, and (ii) the last date on which such legal action could be commenced under the applicable statute of limitations under ERISA (including, for this purpose, any applicable state statute of limitations that applies under ERISA to such legal action).

16.6.18 A claimant has the right to request a written explanation of any violation of these claims procedures. The Committee will provide an explanation within 10 days of the request.

Section 17. Miscellaneous Provisions:

17.1 Set off. The Employer may at any time offset a Participant's Deferred Compensation Account by an amount up to $5,000 to collect the amount of any loan, cash advance, extension of other credit or other obligation of the Participant to the Employer that is then due and payable in accordance with the requirements of Section 409A of the Code.

17.2 Notices. Each Participant who is not in Service and each Beneficiary shall be responsible for furnishing the Committee or its designee with his current address for the mailing of notices and benefit payments. Any notice required or permitted to be given to such Participant or Beneficiary shall be deemed given if directed to such address and mailed by regular United States mail, first class, postage prepaid. If any check mailed to such address is returned as undeliverable to the addressee, mailing of checks will be suspended until the Participant or Beneficiary furnishes the proper address. This provision shall not be construed as requiring the mailing of any notice or notification otherwise permitted to be given by posting or by other publication.

17.3 Lost Distributees. A benefit shall be deemed forfeited if the Committee is unable to locate the Participant or Beneficiary to whom payment is due by the fifth anniversary of the date payment is to be made or commence; provided, that the deemed investment rate of return pursuant to Section 8.2 shall cease to be applied to the Participant's account following the first anniversary of such date; provided further, however, that such benefit shall be reinstated if a valid claim is made by or on behalf of the Participant or Beneficiary for all or part of the forfeited benefit.

17.4 Reliance on Data. The Employer and the Committee shall have the right to rely on any data provided by the Participant or by any Beneficiary. Representations of such data shall be binding upon any party seeking to claim a benefit through a Participant, and the Employer and the Committee shall have no obligation to inquire into the accuracy of any representation made at any time by a Participant or Beneficiary.

17.5 Headings. The headings and subheadings of the Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

17.6 Continuation of Employment. The establishment of the Plan shall not be construed as conferring any legal or other rights upon any Employee or any persons for continuation of employment, nor shall it interfere with the right of the Employer to discharge any Employee or to deal with him without regard to the effect thereof under the Plan.

17.7 Merger or Consolidation; Assumption of Plan. No Employer shall consolidate or merge into or with another corporation or entity, or transfer all or substantially all of its assets to another corporation, partnership, trust or other entity (a "Successor Entity") unless such Successor Entity shall assume the rights, obligations and liabilities of the Employer under the Plan and upon such assumption, the Successor Entity shall become obligated to perform the terms and conditions of the Plan. Nothing herein shall prohibit the assumption of the obligations and liabilities of the Employer under the Plan by any Successor Entity.

17.8 Construction. The Employer shall designate in the Adoption Agreement the state according to whose laws the provisions of the Plan shall be construed and enforced, except to the extent that such laws are superseded by ERISA and the applicable requirements of the Code.

17.9 Taxes. The Employer or other payor may withhold a benefit payment under the Plan or a Participant's wages, or the Employer may reduce a Participant's Deferred Compensation Account balance, in order to meet any federal, state, or local or employment tax withholding obligations with respect to Plan benefits, as permitted under Section 409A of the Code. The Employer or other payor shall report Plan payments and other Plan-related information to the appropriate governmental agencies as required under applicable laws.

NOTE: Execution of this Adoption Agreement creates a legal liability of the Employer with significant tax consequences to the Employer and Participants. Principal Life Insurance Company disclaims all liability for the legal and tax consequences which result from the elections made by the Employer in this Adoption Agreement.

Principal Life Insurance Company, Raleigh, NC 27612
A member of the Principal Financial Group ®

THE EXECUTIVE NONQUALIFIED EXCESS PLAN

ADOPTION AGREEMENT

THIS AGREEMENT is the adoption by **Myers Industries, Inc.** (the "Company") of the Executive Nonqualified Excess Plan ("Plan").

W I T N E S S E T H:

WHEREAS, the Company desires to adopt the Plan as an unfunded, nonqualified deferred compensation plan; and

WHEREAS, the provisions of the Plan are intended to comply with the requirements of Section 409A of the Code and the regulations thereunder and shall apply to amounts subject to section 409A; and

WHEREAS, the Company has been advised by Principal Life Insurance Company to obtain legal and tax advice from its professional advisors before adopting the Plan,

NOW, THEREFORE, the Company hereby adopts the Plan in accordance with the terms and conditions set forth in this Adoption Agreement:

ARTICLE I

Terms used in this Adoption Agreement shall have the same meaning as in the Plan, unless some other meaning is expressly herein set forth. The Employer hereby represents and warrants that the Plan has been adopted by the Employer upon proper authorization and the Employer hereby elects to adopt the Plan for the benefit of its Participants as referred to in the Plan. By the execution of this Adoption Agreement, the Employer hereby agrees to be bound by the terms of the Plan.

ARTICLE II

The Employer hereby makes the following designations or elections for the purpose of the Plan:

2.6 **Committee:** The duties of the Committee set forth in the Plan shall be satisfied by:

XX (a)Company.

__ (b)The administrative committee appointed by the Board to serve at the pleasure of the Board.

__ (c) Board.

__ (d)Other (specify): _____________________________.

2.8 **Compensation:** The "Compensation" of a Participant shall mean all of a Participant's:

XX (a)Base salary.

__ (b)Service Bonus.

__ Service Bonus earned from 1/1 – 12/31, paid on or around first quarter of the following Plan Year.

__ Service Bonus earned each calendar quarter, paid on or around the following calendar quarter.

__ Service Bonus with no defined earnings period (e.g.: a "spot bonus").

XX (c)Performance-Based Compensation earned in a period of 12 months or more.

XX Performance Based Bonus earned from 1/1 – 12/31 , paid on or around first quarter the following Plan Year and whose elections must be made no later than 6/30 of the Plan Year it is earned.

__ Performance Based Bonus earned from _______, paid on or around _________ the following Plan Year and whose elections must be made no later than _____ of the Plan Year it is earned.

__ (d)Commissions.

__ (e)Compensation received as an Independent Contractor repo rtable on Form 1099.

__ (f) Other: ___________________________.

2.9 **Crediting Date:** The Deferred Compensation Account of a Participant shall be credited as follows:

Participant Deferral Credits at the time designated below:

XX (a)On any business day as specified by the Employer.

__ (b)Each pay day as reported by the Employer.

__ (c)The last business day of each payroll period during the Plan Year.

Employer Credits at the time designated below:

XX (a) On any business day as specified by the Employer.

2.13 **Effective Date:**

XX (a)This is a newly-established Plan, and the Effective Date of the Plan is **January 1, 2018** .

__ (b)This is an amendment of a plan named ____________________ dated _____________ and governing all contributions to the plan through _________________. The Effective Date of this amended Plan is ___________.

2.20 **Normal Retirement Age:** The Normal Retirement Age of a Participant shall be:

XX (a)Age **65** .

__ (b)The later of age ___ or the _______ anniversary of the participationcommencement date. The participation commencement date is the first day of the first Plan Year in which the Participant commenced participation in the Plan.

__ (c)Other: ________________ ____________________.

2.23 **Participating Employer(s):** As of the Effective Date, the following Participating Employer(s) are parties to the Plan:

Name of Employer	EIN
Myers Industries, Inc.	**34-0778636**
Buckhorn, Inc.	**31-0994746**
Myers International, Inc.	**34-1059277**
Patch Rubber Company, Inc.	**34-1080479**
Myers Tire Supply Distribution	**34-1907385**
Jamco Products Inc.	**36-4068465**
Ameri-Kart (MI) Corp.	**38-1940960**
Scepter Manufacturing, LLC	**46-1024657**
Ameri-Kart (KS) Corp.	**48-1075852**

2.26 **Plan:** The name of the Plan is

The Executive Nonqualified Excess Plan .

2.28 **Plan Year:** The Plan Year shall end each year on the last day of the month of **December** .

2.30 **Seniority Date:** The date on which a Participant has:

__ (a) Attained age __.

__ (b)Completed __ Years of Service from First Date of Service.

__ (c)Attained age __ and completed __ Years of Service from First Date of Service.

XX (d)Not applicable – distribution elections for Separation from Service are not based on Seniority Date.

4.1 **Participant Deferral Credits:** Subject to the limitations in Section 4.1 of the Plan, a Participant may elect to have his Compensation (as selected in Section 2.8 of this Adoption Agreement) deferred within the annual limits below by the following percentage or amount as designated in writing to the Committee:

XX (a)Base salary:

minimum deferral: ____________%

maximum deferral: **80** %

__ (b)Service Bonus:

__ Service Bonus

minimum deferral: ____________%

maximum deferral: ____________%

XX (c) Performance-Based Compensation:

XX Performance Based Bonus

minimum deferral: ____________%

maximum deferral: **100** %

__ (d)Commissions:

minimum deferral: ____________%

maximum deferral: ____________%

__ (e) Form 1099 Compensation:

minimum deferral: ____________%

maximum deferral: ____________%

__ (f)Other:

minimum deferral: ____________%

maximum deferral: ____________%

__ (g)Participant deferrals not allowed.

4.1.2 Participant Deferral Credits and Employer Credits – Election Period: Participant elections regarding Participant Deferral Credits and Employer Credits shall be subject to the following effective periods (one must be selected):

XX (a)Evergreen election. An election made by the Participant shall continue in effect for subsequent years until modified by the Participant as permitted in Section 4.1 and Section 4.2. (This option is not permitted if source year accounts are elected in Section 5.1)

__ (b)Non-Evergreen election. Any election made by the Participant shall only remain in effect for the current election period and will then expire. An election for each subsequent year will be required as permitted in Sections 4.1 and 4.2.

4.2 Employer Credits: Employer Credits will be made in the following manner:

XX (a) **Employer Discretionary Credits** : The Employer may make discretionary credits to the Deferred Compensation Account of each Active Participant in an amount determined as follows:

XX (i)An amount determined each Plan Year by the Employer.

__ (ii)Other: ______________________________________.

XX (b) **Other Employer Credits** : The Employer may make other credits to the Deferred Compensation Account of each Active Participant in an amount determined as follows:

XX (i)An amount determined each Plan Year by the Employer.

__ (ii)Other: ______________________________________.

__ (c)Employer Credits not allowed.

4.3 Deferred Compensation Account: The Pa rticipant is permitted to establish the following accounts:

XX (a)Non-source year account(s). Deferred Compensation Account(s) will not be established on a source year basis:

__ (i)A Participant may establish only one account to be distributed upon Separation from Service. One set of payment options for that account is allowed as permitted in Section 7.1. Additional In-Service or Education accounts may be established as permitted in Section 5.4.

XX (ii)A Participant may establish multiple accounts to be distributed upon Separation from Service. Each account may have one set of payment options as permitted in Section 7.1 Additional In-Service or Education accounts may be established as permitted in Section 5.4. If this multiple account option is elected, the Participant will also be required to elect Separation from Service payment options for each In-Service or Education account established.

__ (b)Source year account(s): Annual Deferred Compensation Account(s) will be established each year in which Participant Deferral Credits or Employer Credits are credited to the Participant. Only one account may be established each year for distribution upon Separation from Service. One set of payment options for that account is allowed as permitted in Section 7.1. Additional In-Service or Education accounts may be established for each source year as permitted in Section 5.4. If this option is selected, Evergreen elections as described in Section 4.1.2 are not permitted.

5.2 Disability of a Participant:

XX (a)A Participant's becoming Disabled shall be a Qualifying Distribution Event and the Deferred Compensation Account shall be paid by the Employer as provided in Section 7.1.

__ (b) A Participant becoming Disabled shall not be a Qualifying Distribution Event.

5.3 Death of a Participant: If the Participant dies while in Service, the Employer shall pay a benefit to the Beneficiary in an amount equal to the vested balance in the Deferred Compensation Account of the Participant determined as of the date payments to the Beneficiary commence, plus:

__ (a)An amount to be determined by the Committee.

XX (b)No additional benefits.

5.4 In-Service or Education Distributions : In-Service and Education Accounts are permitted under the Plan:

XX (a)In-Service Accounts are allowed with respect to:

XX Participant Deferral Credits only.

__ Employer Credits only.

__ Participant Deferral and Employer Credits.

In-service distributions may be made in the following manner:

XX Single lump sum payment.

XX Annual installments over a term certain not to exceed **5** years.

Education Accounts are allowed with respect to:

XX Participant Deferral Credits only.

__ Employer Credits only .

__ Participant Deferral and Employer Credits.

Education Accounts distributions may be made in the following manner:

XX Single lump sum payment.

XX Annual installments over a term certain not to exceed **5** years.

If applicable, amounts not vested at the time payments due under this Section cease will be:

__ Forfeited.

__ Distributed at Separation from Service if vested at that time.

__ (b)No In-Service or Education Distributions permitted.

5.5 Change in Control Event:

__ (a)Participants may elect upon initial enrollment to have accounts distributed upon a Change in Control Event.

XX (b)A Change in Control shall not be a Qualifying Distribution Event.

5.6 Unforeseeable Emergency Event:

XX (a)Participants may apply to have accounts distributed upon an Unforeseeable Emergency event.

__ (b)An Unforeseeable Emergency shall not be a Qualifying Distribution Event.

6. Vesting: An Active Participant shall be fully vested i n the Employer Credits made to the Deferred Compensation Account upon the first to occur of the following events:

XX (a)Normal Retirement Age.

XX (b)Death.

XX (c)Disability.

__ (d)Change in Control Event.

XX (e)Satisfaction of the vesting requirement as specified below:

XX Employer Restorative Match:

__ (i)Immediate 100% vesting.

XX (ii)100% vesting after **1** Years of Service.

__ (iii)100% vesting at age __.

__ (iv)Number of YearsVested

Number of Years of Service		Vested Percentage
Less than	1	____%
	1	____%
	2	____%
	3	____%
	4	____%
	5	____%
	6	____%
	7	____%
	8	____%
	9	____%
	10 or more	____%

For this purpose, Years of Service of a Participant shall be calculated from the date designated below:

XX (1)First day of Service.

__ (2)Effective date of Plan participation.

__ (3)Each Crediting Date. Under this option (3), each EmployerCredit shall vest based on the Years of Service of a Participant from the Crediting Date on which each Employer Discretionary Credit is made to his or her Deferr ed Compensation Account.

XX Other Employer Credits:

XX (i)Immediate 100% vesting.

__ (ii)100% vesting after _Year of Service.

__ (iii)100% vesting at age __.

__ (iv)

Number of Years of Service		Vested Percentage
Less than	1	______%
	1	______%
	2	______%
	3	______%
	4	______%
	5	______%
	6	______%
	7	______%
	8	______%
	9	______%
	10 or more	______%

For this purpose, Years of Service of a Participant shall be calculated from the date designated below:

__ (1)First day of Service.

__ (2)Effective date of Plan participation.

__ (3)Each Crediting Date. Under this option (3), each EmployerCredit shall vest based on the Years of Service of a Participant from the Crediting Date on which each Employer Discretionary Credit is made to his or her Deferred Compensation Ac count.

7.1 **Payment Options:** Any benefit payable under the Plan upon a permitted Qualifying Distribution Event may be made to the Participant or his Beneficiary (as applicable) in any of the following payment forms, as selected by the Pa rticipant in the Participation Agreement:

(a) Separation from Service (Seniority Date is Not Applicable)

XX (i)A lump sum.

XX (ii)Annual installments over a term certain as elected by the Participant not to exceed **5** years.

(b) Separation from Service prior to Seniority Date (If Applicable)

__ (i)A lump sum.

XX (ii)Not Applicable.

(c) Separation from Service on or After Seniority Date (If Applicable)

__ (i)A lump sum.

__ (ii)Annual installments over a term certain as elected by the Participant not to exceed ___ years.

XX (iii)Not Applicable.

(d) Separation from Service Upon a Change in Control Event

XX (i)A lump sum.

(e) Death

XX (i)A lump sum.

__ (ii)Annual installments over a term certain as elected by the Participant not to exceed ___ years.

(f) Disability

XX (i)A lump sum.

XX (ii)Annual installments over a term certain as elected by the Participant not to exceed **5** years.

__ (iii)Not applicable.

If applicable, amounts not vested at the time payments due under this Section cease will be:
__ Forfeited.
__ Distributed at Separation from Service if vested at that time.

(g) Change in Control Event

__ (i)A lump sum.

XX (ii)Not applicable.

If applicable, amounts not vested at the time payments due under this Section cease will be:
__ Forfeited.
__ Distributed at Separation from Service if vested at that time.

7.4 De Minimis Amounts.

XX (a)Notwithstanding any payment election made by the Participant, the vested balance in all Deferred Compensation Account(s) of the Participant will be distributed in a single lump sum payment at the time designated under the Plan if at the time of a permitted Qualifying Distribution Event that is either a Separation from Service, death, Disability (if applicable) or Change in Control Event (if applicable) the vested balance does not exceed $ **50,000** . In addition, the Employer may distribute a Participant's vested balance in all Deferred Compensation Account(s) of the Participant at any time if the balance does not exceed the limit in Section 402(g)(1)(B) of the Code and results in the termination of the Participant's entire interest in the Plan.

__ (b)There shall be no pre-determined de minimis amount under the Plan; however, the Employer may distribute a Participant's vested balance at any time if the balance does not exceed the limit in Section 402(g)(1)(B) of the Code and results in the termination of the Participant's entire interest in the Plan.

10.1 Contractual Liability: Liability for payments under the Plan shall be the responsibility of the:

XX (a)Company.

__ (b)Employer or Participating Employer who employed the Participant when amounts were deferred.

14. Amendment and Termination of Plan: Notwithstanding any provision in this Adoption Agreement or the Plan to the contrary, Section **6** of the Plan shall be amended to read as provided in attached Exhibit **A** .

__ There are no amendments to the Plan.

17.8 Construction: The provisions of the Plan shall be construed and enforced according to the laws of the State of **Ohio** , except to the extent that such laws are superseded by ERISA and the applicable provisions of the Code.

IN WITNESS WHEREOF, this Agreement has bee n executed as of the day and year stated below.

Myers Industries, Inc.
Name of Employer

By: /s/ Kevin Gehrt
Authorized Person
Date: November 28, 2017

Buckhorn, Inc.
Name of Employer

By: /s/ Kevin Gehrt
Authorized Person
Date: November 28, 2017

Myers International, Inc.
Name of Employer

By: /s/ Kevin Gehrt
Authorized Person
Date: November 28, 2017

Patch Rubber Company, Inc.
Name of Employer

By: /s/ Kevin Gehrt
Authorized Person
Date: November 28, 2017

Myers Tire Supply Distribution
Name of Employer

By: /s/ Kevin Gehrt
Authorized Person
Date: November 28, 2017

Jamco Products Inc.
Name of Employer

By: /s/ Kevin Gehrt
Authorized Person
Date: November 28, 2017

Ameri-Kart (MI) Corp.
Name of Employer

By: /s/ Kevin Gehrt
Authorized Person
Date: November 28, 2017

Scepter Manufacturing, LLC
Name of Employer

By: /s/ Kevin Gehrt
Authorized Person
Date: November 28, 2017

Ameri-Kart (KS) Corp.
Name of Employer

By: /s/ Kevin Gehrt
Authorized Person
Date: November 28, 2017

Exhibit A

Any reference to Employer Discretionary Credits in the Plan Document and Adoption Agreement shall be replaced with “Employer Restorative Match”.

Exhibit 21

Direct and Indirect Subsidiaries, and Operating Divisions,
of Myers Industries, Inc.
As of December 31, 2018

North, Central and South America Operations	
Ameri-Kart Corp.	Kansas
Ameri-Kart (MI) Corp.	Michigan
Buckhorn Inc.	Ohio
- Buckhorn Services, Inc.	Ohio
Direct Source Supply, Inc.	Ohio
Erie Island LLC	Ohio
Jamco Products Inc.	Illinois
MYE Canada Operations Inc.	Canada
MYECAP Financial Corp.	Ohio
Myers Holdings Brasil Ltda. (99%)	Brazil
Myers Tire Supply International, Inc.	Ohio
- Myers de El Salvador S.A. De C.V. (75%)	El Salvador
- Orientadores Comerciales S.A.	Guatemala
- Myers de Panama S.A.	Panama
- Myers TSCA, S.A.	Panama
Myers de El Salvador S.A. De C.V. (25%)	El Salvador
Myers Tire Supply Distribution, Inc.	Ohio
MyersTireSupply.com, Inc.	Ohio
Patch Rubber Company	North Carolina
Scepter Canada Inc.	Canada
Scepter US Holding Company	Ohio
- Scepter Manufacturing, LLC	Delaware

Reported Operating Divisions of Myers Industries, Inc. and Subsidiaries	
Akro-Mils (of Myers Industries, Inc.)	Akron, Ohio
Myers Tire Supply (of Myers Industries, Inc.)	Akron, Ohio
Buckhorn Canada (of MYE Canada Operation Inc.)	Ontario, Canada
Myers Tire Supply Canada (of MYE Canada Operations Inc.)	Ontario, Canada

Exhibit 23

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-207869) pertaining to the Amended and Restated 2008 Incentive Stock Plan of Myers Industries, Inc.,

(2) Registration Statement (Form S-8 No. 333-158055) pertaining to the 2008 Incentive Stock Plan of Myers Industries, Inc.,

(3) Registration Statement (Form S-8 No. 333-90367) pertaining to Myers Industries, Inc. 1999 Incentive Stock Plan, Myers Industries, Inc. 1997 Incentive Stock Plan, Myers Industries, Inc. Amended and Restated Employee Stock Purchase Plan,

(4) Registration Statement (Form S-3 No. 033-50286) of Myers Industries, Inc.,

(5) Registration Statement (Form S-8 No. 333-219683) pertaining to the 2017 Incentive Stock Plan of Myers Industries, Inc. as Amended and Restated,

(6) Registration Statement (Form S-3 No. 333-220628) of Myers Industries, Inc., and

(7) Registration Statement (Form S-8 No. 333-228515) pertaining to the Myers Industries, Inc. Employee Stock Purchase Plan;

of our reports dated March 8 , 2019, with respect to the consolidated financial statements of Myers Industries, Inc. and Subsidiaries and the effectiveness of internal control over financial reporting of Myers Industries, Inc. and Subsidiaries included in this Annual Report (Form 10-K) for the year ended December 31, 2018.

/s/ Ernst & Young LLP

Akron, Ohio
March 8 , 2019

Exhibit 31(a)
Certification Per Section 302 of the Sarbanes-Oxley Act of 2002

I, R. David Banyard, certify that:

1. I have reviewed this annual report on Form 10-K of Myers Industries, Inc. ;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f), for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected or is reasonably likely to materially affect the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: March 8, 2019

/s/ R. David Banyard
R. David Banyard, President and Chief Executive Officer

Exhibit 31(b)
Certification Per Section 302 of the Sarbanes-Oxley Act of 2002

I, Kevin L. Brackman, certify that:

1. I have reviewed this annual report on Form 10-K of Myers Industries, Inc. ;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f), for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected or is reasonably likely to materially affect the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 8, 2019

/s/ Kevin L. Brackman
Kevin L. Brackman, Executive Vice President and
Chief Financial Officer

Exhibit 32
CERTIFICATION
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Myers Industries, Inc. (the Company) on Form 10-K for the period ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, R. David Banyard, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and to my knowledge:

(1) The Annual Report on Form 10-K of the Company for the period ended December 31, 2018 which this certification accompanies fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 8, 2019

/s/ R. David Banyard
R. David Banyard, President and Chief Executive Officer

Exhibit 32
CERTIFICATION
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Myers Industries, Inc. (the Company) on Form 10-K for the period ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Kevin L. Brackman, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and to my knowledge:

(1) The Annual Report on Form 10-K of the Company for the period ended December 31, 2018 which this certification accompanies fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 8, 2019

/s/ Kevin L. Brackman
Kevin L. Brackman, Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.