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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported): March 16, 2020**

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**Myers Industries, Inc.**  
(Exact Name of Registrant as Specified in Charter)

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**Ohio**  
(State or Other Jurisdiction  
of Incorporation)

**001-8524**  
(Commission  
File Number)

**34-0778636**  
(I.R.S. Employer  
Identification No.)

**1293 South Main Street, Akron, Ohio 44301**  
(Address of Principal Executive Offices, and Zip Code)

**(330) 253-5592**  
Registrant's Telephone Number, Including Area Code

(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, without par value	MYE	The New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On March 16, 2020, Myers Industries, Inc. (the “Company”) issued a press release announcing that the Board of Directors has appointed Michael McGaugh as President and Chief Executive Officer effective April 6, 2020. The Board of Directors also appointed Mr. McGaugh as a member of the Board of Directors effective April 6, 2020, to fill the vacancy on the Board created by the voluntary resignation of R. David Banyard, the Company’s former President and Chief Executive Officer, effective October 25, 2019. Mr. McGaugh will be nominated for re-election to the Board of Directors at the Company’s 2020 Annual Meeting of Shareholders to be held on April 29, 2020. The full text of the Company’s press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Mr. McGaugh, age 46, served as Executive Vice President and Chief Operating Officer of BMC Stock Holdings, Inc. (“BMC”) (NASDAQ:BMCH), a provider of diversified building products and services to builders, contractors and professional remodelers in the U.S. residential housing market, from 2017 to 2019. Prior to joining BMC, Mr. McGaugh served in various senior leadership roles with The Dow Chemical Company (NYSE:DOW) for nearly 25 years. Those positions included most recently Global General Manager, Dow Building Solutions, from 2012 to 2013, Global General Manager, Growth & Innovation Business Portfolio, from 2013 to 2015, and Global Director and leader of the Integration Management Office, an integration program related to the merger of Dow and DuPont, from 2015 to 2016.

Mr. McGaugh’s base salary will be \$625,000 subject to annual review by the Board of Directors. Mr. McGaugh will be eligible to participate in the Company’s annual incentive program at a target benefit of 100% of his annual base salary for 2020. Mr. McGaugh will also be eligible to participate in the Company’s long-term incentive program at a target award value of 200% of his annual base salary. Forty percent (40%) of his 2020 long-term incentive awards will be restricted stock units subject to pro-rata vesting over three years, and sixty percent (60%) of his 2020 long-term incentive awards will be performance stock units subject to cliff vesting at the end of three years based on Company performance during the 2020-2022 performance period.

Mr. McGaugh is also eligible to participate in the Company’s Senior Officer Severance Plan (“Severance Plan”) which provides severance benefits under certain events of termination as described in the Company’s Current Report on Form 8-K filed February 27, 2020, a copy of which was attached as Exhibit 10.1 to the Current Report and was incorporated therein by reference. The Company has entered into an Addendum to Senior Officer Severance Plan with Mr. McGaugh effective April 6, 2020 (“Addendum”) pursuant to which several of the provisions of the participation in the Senior Officer Severance Plan have been modified, including: (i) the following additional conditions of what constitutes “Good Reason” under the Severance Plan (a) if Mr. McGaugh is required to report to anyone other than the Company’s Board of Directors, or (b) if he ceases to serve as the principal executive officer of the Company in either event without his consent, and (ii) a requirement if the Plan is terminated or amended in a manner that materially reduces the severance benefits provided under the Plan the Company shall enter into a severance agreement with Mr. McGaugh providing severance benefits on the same substantive terms and conditions of the Plan. The foregoing summary is not complete and is qualified in its entirety by reference to the full and complete terms of the Addendum, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The Company has also entered into a Non-Competition and Confidentiality Agreement with Mr. McGaugh effective April 6, 2020 as a condition of his participation in the Severance Plan, under terms and conditions substantively consistent with agreements entered into with other executive officers, including a noncompete period of 12 months following any termination and restrictive covenants prohibiting solicitation of Company customers and employees. The foregoing summary is not complete and is qualified in its entirety by reference to the full and complete terms of the Non-Competition and Confidentiality Agreement, a copy of which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

As a non-independent director, Mr. McGaugh will not serve on any committees of the Board of Directors and will not receive any director service related fees.

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**Item 7.01 Regulation FD Disclosure.**

As described in “Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers” above, on March 16, 2020, the Company issued a press release announcing that it had appointed Michael McGaugh as President and Chief Executive Officer and a director effective April 6, 2020.

Pursuant to General Instruction B.2 of Current Report on Form 8-K, the information in this Item 7.01 is being furnished and shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. Furthermore, the information in this Item 7.01 shall not be deemed to be incorporated by reference into the filings of the Company under the Securities Act except as may be expressly set forth by specific reference in such filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
99.1	<a href="#">Press Release dated March 16, 2020</a>
10.1	<a href="#">Addendum to Senior Officer Severance Plan effective April 6, 2020</a>
10.2	<a href="#">Non-Competition and Confidentiality Agreement effective April 6, 2020</a>

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Myers Industries, Inc.**

By: /s/ Andean R. Horton

Andean R. Horton, Esq.

Interim President and Chief Executive Officer

Date: March 16, 2020



## Myers Industries Names Michael McGaugh as President and CEO

March 16, 2020, Akron, Ohio – Myers Industries, Inc. (NYSE: MYE), a manufacturer of polymer products and distributor for the tire, wheel and under-vehicle service industry, today announced the Board of Directors has named Michael McGaugh as the Company’s new President and Chief Executive Officer, effective April 6, 2020. McGaugh was also appointed to the Company’s board of directors effective April 6, 2020. McGaugh succeeds Andean Horton, who served as Myers Industries’ Interim President and CEO, and who will return to her role as Myers’ Executive Vice President, Chief Legal Officer and Secretary.

“The Board of Directors is delighted to welcome Mike McGaugh to Myers,” said F. Jack Liebau Jr., Chairman of the Board of Directors of Myers Industries. “After conducting a comprehensive nationwide search that attracted many outstanding candidates, we believe we found the ideal leader for Myers. Mike’s deep experience and accomplishments will be a valuable asset to key stakeholders, including shareholders, customers, employees and the community, as he leads the team to generate profitable growth and improve the Company’s long-term value proposition.”

Liebau continued, “We also want to take this opportunity to thank Andean Horton for her leadership during this time of transition and her ongoing role in moving the Company forward.”

McGaugh most recently served as Executive Vice President and Chief Operating Officer of BMC Stock Holdings Inc. (NASDAQ: BMCH), a \$3.6 billion building materials provider for more than two years, after spending nearly 25 years with The Dow Chemical Company (NYSE: DOW) in senior leadership roles. These positions included Vice President and General Manager, Dow Building Solutions; Global General Manager, Growth & Innovation Business Portfolio; Global Director, Strategic Marketing; and most recently Global Director and leader of the Integration Management Office (IMO), an integration program related to the merger of Dow and DuPont. He earned a bachelor’s degree from Texas State University and an MBA from Harvard Business School.

“I’m truly excited by the many opportunities for growth that are evident within Myers Industries,” said Michael McGaugh. “I am joining the Company at an incredibly opportunistic time as the Distribution Segment continues to successfully undergo a transformational shift. In addition, the plans and investments in place for the Material Handling Segment are focused on further leveraging the business’ competitive advantages and growing market share. I look forward to partnering with the leadership team to build on the many strengths of the organization and realize our full future growth potential.”

### **About Myers Industries**

Myers Industries, Inc. is a manufacturer of polymer products for industrial, agricultural, automotive, commercial and consumer markets. The Company is also the largest distributor of tools, equipment and supplies for the tire, wheel and under vehicle service industry in the United States. Visit [www.myersindustries.com](http://www.myersindustries.com) to learn more.

**Contact:** Monica Vinay, Vice President, Investor Relations & Treasurer, (330) 761-6212

**ADDENDUM TO SENIOR OFFICER SEVERANCE PLAN**

THIS ADDENDUM TO SENIOR OFFICER SEVERANCE PLAN (this “**Addendum**”) is entered into effective as of April 6, 2020 between MYERS INDUSTRIES, INC., an Ohio corporation (the “**Company**”), and MICHAEL MCGAUGH (the “**Executive**”).

**RECITAL:**

A. Effective February 21, 2020, the Company adopted the Senior Officer Severance Plan (the “**Plan**”) to provide severance benefits for senior officers eligible to participate in the Plan in the event of certain terminations of employment, including in connection with a Change in Control of the Company.

B. Executive has been appointed as the President and Chief Executive Officer of the Company effective April 6, 2020.

C. The Company and Executive desire to modify certain provisions of the Plan applicable to Executive.

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

**1. Certain Defined Terms.**

1.1 “**Good Reason.**” In addition to the conditions set forth in Section 2.24 of the Plan, the occurrence of either of the following conditions arising without the consent of Executive shall constitute “Good Reason”:

(a) a requirement that Executive report other than to the Board of Directors; or

(b) Executive ceases to serve as the principal executive officer of the Company.

1.2 All other defined terms that are used in this Addendum and not otherwise defined herein shall have the meanings ascribed to them in the Plan.

**2. Amendment, Termination.**

If the Plan is terminated or amended in a manner that materially reduces the severance benefits provided under the Plan, the Company shall enter into a severance agreement with Executive providing for severance benefits on the same substantive terms and conditions as the Plan prior to such termination or amendment.

**3. Effect of Addendum on the Plan.**

Except as otherwise expressly modified by the provisions of this Addendum, the provisions of the Plan remain unchanged and in full force and effect. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions set forth in this Addendum, the terms and conditions of this Addendum shall govern and control.

**4. Miscellaneous.**

Executive acknowledges that Executive has carefully read this entire Addendum and fully agrees with and understands all of the provisions hereof. Executive further agrees that in executing this Addendum Executive has not relied on any written or oral representations, promises, conditions, or understandings of the Company, express or implied, except as set forth herein. This Addendum may not be amended or modified other than in writing signed by the parties. This Addendum and any disputes arising thereunder shall be governed by the laws of the State of Ohio without regard to any State's choice of law, rules or principles. Employee and the Company expressly agree that any legal action arising out of or related to this Agreement will be brought exclusively in the state or federal courts located in Summit County, Ohio, and each party expressly consents to the jurisdiction of such courts and waives any and all objections to the jurisdiction or venue thereof. This Addendum may be assigned to any successor-in-interest to the business of the Company without the consent of Executive, but may not be assigned by Executive to any third party. This Addendum is not a contract of employment for any definite period and Executive acknowledges that Executive's employment is terminable at-will.

IN WITNESS WHEREOF, the parties have hereunto executed this Addendum to be effective as of the date first set forth above.

**COMPANY**

Myers Industries, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Andreas R. Horton  
Interim President and Chief Executive Officer

**EXECUTIVE**

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael McGaugh

**NON-COMPETITION AND CONFIDENTIALITY AGREEMENT**

THIS NON-COMPETITION and CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is entered into effective as of April \_\_\_\_, 2020 between Myers Industries, Inc., an Ohio Corporation (the “**Company**”) and Michael McGaugh (the “**Employee**”).

**RECITALS:**

1. The Company is a diversified international manufacturer of polymer products for the industrial, agricultural, automotive, commercial and consumer markets and distributor of tools, equipment and supplies for tire service and under vehicle repair. The business of the Company is operated by the Company itself and through its various operating divisions and subsidiaries, all together with the Company being collectively referred to in this Agreement as the “Company Group.”
2. Employee is being employed as President and Chief Executive Officer of the Company, and the execution of this Agreement is a condition of such employment.
3. The Company Group has acquired and established valuable and competitively sensitive information through its business, research, development and practices, which information is described more extensively herein, and is collectively referred to as the “Confidential Information.” To protect the interests of the Company Group and the competitive advantage derived from the Confidential Information, it is necessary that such Confidential Information be kept secret and confidential.
4. The Employee, from and after the commencement of employment, will be engaged in activities such that the Employee will have extensive access to and become familiar with, and may develop or contribute to, some or all of the Confidential Information. In addition, Employee will have extensive contact with; and/or receive Confidential Information concerning, the customers of the Company Group. The Employee recognizes that the Confidential Information and the Company Group’s customer relationships are vital to the success of the Company and that extensive, irreparable harm would result were such Confidential Information to be disclosed outside the Company Group or if Employee were to engage in certain activity which competes with the Company Group members.

NOW, THEREFORE, in view of the above and in consideration for the mutual covenants and promises set forth below, the parties agree as follows:

1. **Confidential Information:** For purposes of this Agreement, Confidential Information includes, but is not limited to, business plans and strategies, marketing plans and strategies, customer lists, customer purchasing information, customer contact information, product design and development information, methods of operation, technical services, non-public financial information, business development plans and strategies, system analyses, quality control programs and information, computer programs, software and hardware configurations, information regarding the terms of the Company Group’s relationships with suppliers, pricing information, processes and techniques, creations, innovations, and any other information which the Company Group members may reasonably treat or designate as confidential from time to time. The Company believes that all Confidential Information constitutes trade secret information under applicable law. Employee shall, however, maintain the confidentiality of all Confidential Information whether or not ultimately determined to be a trade secret.

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2. Confidentiality and Non-Competition:

A. Covenants

(a) Employee acknowledges he is being provided access to the Confidential Information in order to enhance and maximize Employee's performance in his position. Employee further acknowledges that the Company Group would be irreparably injured and the good will of the Company Group would be irreparably damaged if Employee were to breach the covenants set forth in this Paragraph 2. Employee further acknowledges that the covenants set forth in this Paragraph 2 are reasonable in scope and duration and do not unreasonably restrict Employee's association with other business entities, either as an employee or otherwise as set forth herein.

(b) During Employee's employment with the Company Group and any time thereafter, except as may be required by law or with the express prior written consent of the Chairman of the Board of Directors of the Company, Employee shall not, directly or indirectly, disclose, disseminate, reveal, divulge, discuss, copy or otherwise use or suffer to be used, any Confidential Information other than in the authorized scope of Employee's employment; provided, however, that the foregoing restrictions and obligations shall not apply to any Confidential Information that Employee establishes to the reasonable satisfaction of the Company that was generally available to the public other than as a result of a disclosure by Employee. Upon termination of employment, no matter what the reason for such termination, and at any other time upon the request of any Company Group member, Employee shall immediately return any and all Confidential Information and all other materials, property and information in tangible or electronic form concerning the business and affairs of the Company Group and/or its customers, in each case, then in his possession; provided, however, that notwithstanding anything to the contrary in the foregoing, Employee may retain electronic copies of his calendar and contacts, and information in tangible or electronic form concerning his compensation and benefits from the Company Group.

(c) Employee agrees that during Employee's employment and for a period of twelve (12) months following the termination of such employment, no matter what the reason for such termination, Employee will not directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, do or suffer any of the following:

(i) Own, manage, control, participate in the ownership, management or control of, be employed or engaged by or otherwise affiliated or associated as a consultant, independent contractor or otherwise with, any person or business entity that competes with any member of the Company Group which Employee was employed by, provided material services to, and/or was otherwise sufficiently involved with to possess knowledge of its Confidential Information and/or its customer relationships (each a "Protected Company Group Member") in the United States or in any geographic area(s) outside the United States in which any such Protected Company Group Member has operations or sells a material amount of products or services (the "Restricted Territory"). Without limiting the generality and scope of the foregoing, any business entity or person providing products or services competitive with those of a Protected Company Group Member in the Restricted Territory from either inside or outside the Restricted Territory is deemed to be competing within the Restricted Territory. For purposes of this Agreement, the phrase "competes with" means providing services and products which are the same as, similar to, reasonably substitutable for, or otherwise reasonably capable of displacing the services and products of a Protected

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Company Group Member. Notwithstanding the foregoing, (A) Employee's passive investment ownership of not more than one percent (1%) of the stock of any publicly traded corporation shall not be deemed a violation of this provision, and (B) Employee may, without violating this Agreement, work for a non-competitive portfolio company of a private equity sponsor that owns a portfolio company that is competitive with the Company Group.

(ii) Solicit, provide, sell, attempt to provide or sell, or otherwise deliver or supply any products or services which compete with the products or services of a Protected Company Group Member to any person or business entity which is or was a customer or prospective customer of such Protected Company Group Member at any time during the last twelve (12) months of Employee's employment with the Company Group, nor shall Employee in any way assist any other person or entity in such activity. For purposes of this Agreement, (1) the phrase "products or services which compete with the products or services of a Protected Company Group Member means products or services which are the same as, similar to, reasonably substitutable for, or otherwise capable of displacing the products or services of such Protected Company Group Member; and (2) the term "prospective customer" means any person or entity a Protected Company Group Member solicited, called on or otherwise specifically identified as a target for the sale of its products or services.

(iii) Solicit, hire or otherwise engage the services of any person who then currently is, or who at any time during Employee's last twelve (12) months of employment was, an employee, consultant, or independent contractor of any Company Group member, or otherwise encourage or induce any such person to discontinue his or her relationship with any Company Group member. The foregoing shall not apply to (i) an employee who responds to a general solicitation not targeted to the Company Group's employees, or (ii) a request that Employee provide a referral on behalf of an employee. Employee will not engage in any business relationship with any subcontractor, supplier or service provider of any Company Group member which interferes with such Company Group member's relationship with such subcontractor, supplier or service provider, or in any way causes such subcontractor, supplier or service provider to reduce, alter, modify or discontinue the business it (they) do(es) with a Company Group member.

3. Inventions: Employee hereby expressly agrees that all research discoveries, inventions and innovations (whether or not reduced to practice or documented), improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or unpatentable, and whether or not reduced to writing), Confidential Information and copyrightable works, and similar and related information (in whatever form or medium), which (1) either (i) relate to actual or anticipated business, research and development or existing or future products or services of any Company Group member or (ii) result from or are suggested by any work performed by the Employee of any Company Group member and (2) are conceived, developed, made or contributed to in whole or in part by the Employee during his employment ("Work Product-), shall be and remain the sole and exclusive property of the Company or of any Company Group member designated by the Company for such purpose.

(i) Work Made for Hire. The Employee acknowledges that, unless otherwise agreed in writing by the Company, all Work Product eligible for any form of copyright, trademark or patent protection made or contributed to in whole or in part by the Employee within the scope of Employee's employment during the period of Employee's employment shall be deemed a "work made for hire" and shall be owned by the applicable Company Group member.

(ii) Assignment of Proprietary Rights. The Employee hereby assigns, transfers and conveys to the applicable Company Group member any Work Product designed by the Company, and shall assign, transfer and convey thereto, all right, title and interest in and to all inventions, ideas, improvements, designs, processes, patent rights, copyrights, trademarks, service marks, trade names, trade secrets, trade dress, data, discoveries and other proprietary assets and proprietary rights in and of the Work Product (the "Proprietary Rights") for the applicable Company Group member's exclusive ownership and use, together with all rights to sue and recover for past and future infringement or misappropriation thereof

(iii) Further Instruments. At the request of the Company or any Company Group member during Employee's employment and thereafter, the Employee will promptly and fully assist the Company Group member designated by the Company in effecting, at its sole cost, the purpose of the foregoing assignment, including but not limited to the further acts of executing any and all documents reasonably necessary to secure for the applicable Company Group member such Proprietary Rights and other rights to all Work Product and all confidential information related thereto, providing cooperation and giving testimony. If Employee's assistance is required after termination of Employee's employment with the Company Group, the Company will use its reasonable efforts to accommodate Employee's other commitments and reimburse Employee for expenses reasonably incurred in connection with his assistance.

(iv) Inapplicability of Section 3 in Certain Circumstances. The Company expressly acknowledges and agrees that, and the Employee is hereby advised that, this Section 3 does not apply to any invention for which no equipment, supplies, facilities, trade secret information or Confidential Information of any Company Group member was used and which was developed entirely on the Employee's own time, unless (i) the invention relates to the business of any Company Group member or its actual or demonstrably anticipated research or development or (ii) the invention results from or is suggested by any work performed or observed by the Employee for any Company Group member.

4. Remedies: Employee acknowledges that the restrictions contained in paragraphs 2 and 3 of this Agreement are reasonable in light of Employee's position and are necessary to protect the Company Group from unfair competitive harm. Employee further acknowledges that any breach of this Agreement will result in immediate irreparable harm to the Company Group and that the Company shall be entitled to immediate injunctive relief upon any such breach, in addition to all other legal and equitable remedies the Company may have. This Agreement is to be construed as separate and independent from any other obligations and any claim by Employee asserted against the Company Group or any member thereof and shall not constitute a defense to the enforcement of this Agreement. In the event any court determines that the restrictions set forth herein are unreasonable or unenforceable for any reason, the court will enforce such restrictions to the fullest extent permitted by law.

5. Position of Employment: Employee expressly acknowledges that the obligations contained in paragraphs 2 and 3 of this Agreement shall remain in full force and effect during Employee's employment in any position for any Company Group member and with respect to any Confidential Information.

6. Validity: In the event any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be unreasonable, arbitrary, or against public policy, then such provision, or portion thereof, shall be enforced against the Employee to the extent the court deems to be reasonable or in accordance with public policy. In the event any provision of this Agreement shall for any reason be wholly invalid, or unenforceable in any respect, such invalidity shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never part of this Agreement.

7. Miscellaneous: Employee acknowledges that the Employee has carefully read this entire Agreement and fully agrees with and understands all of the provisions hereof. This Agreement supersedes all prior agreements between any Company Group member and the Employee regarding the subject matter of this Agreement and constitutes the entire agreement between the parties with respect to such subject matter. The Employee further agrees that in executing this Agreement, the Employee has not relied on any written or oral representations, promises, conditions, or understandings of any Company Group member, express or implied, except as set forth herein. This Agreement may not be amended or modified other than in writing signed by the parties. This Agreement and any disputes arising thereunder shall be governed by the laws of the State of Ohio without regard to any State's choice of law, rules or principles. Employee and the Company expressly agree that any legal action arising out of or related to this Agreement will be brought exclusively in the state or federal courts located in Summit County, Ohio, and each party expressly consents to the jurisdiction of such courts and waives any and all objections to the jurisdiction or venue thereof. This Agreement may be assigned to any successor-in-interest to the business of the Company or any Company Group member without the consent of Employee, but may not be assigned by Employee to any third party. This Agreement is not a contract of employment for any definite period and Employee acknowledges that Employee's employment is terminable at-will.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first set forth above.

**COMPANY**

Myers Industries, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Andrean R. Horton  
Interim President and Chief Executive Officer

**EMPLOYEE**

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael McGaugh