MYERS INDUSTRIES INC
Form DEFR14A
June 21, 2007

Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A
(Rule 14a-101)

INFORMATION REQUIRED IN PROXY STATEMENT
SCHEDULE 14A INFORMATION

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

Exchange Act of 1934

Filed by the Registrant þ

Filed by a Party other than the Registrant o

Check the appropriate box:

o Preliminary Proxy Statement
o Confidential, For Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
þ Definitive Proxy Statement
o Definitive Additional Materials
o Soliciting Material Pursuant to §240.14a-12

MYERS INDUSTRIES, INC.
(NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

(NAME OF PERSON(S) FILING PROXY STATEMENT, IF OTHER THAN THE REGISTRANT)

Payment of Filing Fee (Check the appropriate box):

o No fee required.

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

(1) Title of each class of securities to which transaction applies:
Common Stock, no par value, of Myers Industries, Inc.

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11. (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

þ Fee paid previously with preliminary materials.

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

(1) Amount previously paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

Table of Contents

1293 South Main Street Akron, Ohio 44301

June 20, 2007

To Our Shareholders:

On behalf of our board of directors and management, you are cordially invited to attend the special meeting of our shareholders to be held on Monday, July 23, 2007, at 10:00 a.m., local time, at the Louis S. Myers Training Center, 1554 South Main Street, Akron, Ohio 44301.

At the special meeting, you will be asked to consider and vote for a proposal to adopt and approve an agreement and plan of merger providing for the acquisition of Myers Industries, Inc. by Myers Holdings Corporation, an entity controlled by a group of private equity funds affiliated with Goldman Sachs & Co.

If the merger is completed, you will have the right to receive $22.50 per share in cash, without interest and less any applicable withholding taxes, for each share of our common stock that you own (unless you have properly exercised your dissenter s rights with respect to the merger).

The accompanying proxy statement provides you with information about the special meeting, the merger agreement and the merger. A copy of the merger agreement is attached as Annex A to the proxy statement. We encourage you to read the entire proxy statement and the annexes thereto.

The independent members of our board of directors acting on the unanimous recommendation of the special committee of the board of directors have unanimously determined that the merger and the merger agreement are advisable, fair to and in the best interests of the company and our shareholders, and unanimously adopted and approved the merger agreement. Accordingly, the independent members of our board of directors unanimously recommend that shareholders vote **FOR** the adoption and approval of the merger agreement and the transactions contemplated by the merger agreement and **FOR** the proposal to adjourn or postpone the special meeting to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the merger agreement.

Your vote is important. We cannot complete the merger unless holders of a majority of all outstanding shares of our common stock entitled to vote adopt and approve the merger agreement.

Whether or not you expect to attend the Special Meeting in person, I urge you to complete and return the enclosed proxy card as soon as possible. If you do not vote, it will have the same effect as voting against the merger.

Sincerely,

John C. Orr
President and Chief Executive Officer

Table of Contents

THIS PROXY STATEMENT IS DATED JUNE 20, 2007
AND IS FIRST BEING MAILED TO SHAREHOLDERS ON OR ABOUT JUNE 25, 2007

If you have any questions, please contact:

Morrow & Co., Inc.
470 West Avenue, 3rd Floor
Stamford, Connecticut 06902
1-800-414-4313

or

Investor Relations
Myers Industries, Inc.
1293 South Main Street
Akron, Ohio 44301
(330) 253-5592

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the merger, passed upon the merits or fairness of the merger or determined if the proxy statement is accurate or complete. Any representation to the contrary is a criminal offense.

Table of Contents

1293 South Main Street Akron, Ohio 44301

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
To Be Held Monday, July 23, 2007

The special meeting of shareholders of Myers Industries, Inc., an Ohio corporation (Myers or the Company), will be held at the Louis S. Myers Training Center, 1554 South Main Street, Akron, Ohio 44301, on Monday, July 23, 2007 at 10:00 a.m. (local time), for the following purposes:

1. To consider and vote upon a proposal to adopt and approve the Agreement and Plan of Merger (the Merger Agreement), dated as of April 24, 2007, by and among Myers, Myers Acquisition Corporation (Merger Sub), an Ohio corporation and wholly-owned subsidiary of Myers Holdings Corporation (Buyer), a Delaware corporation, and Buyer. Pursuant to the Merger Agreement, and upon the terms and conditions thereof, Merger Sub will merge with and into Myers, with Myers becoming a wholly-owned subsidiary of Buyer (the Merger);

2. To consider and vote upon a proposal to adjourn or postpone the special meeting, if necessary, to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement; and

3. To consider such other business that may properly come before the special meeting or any adjournments thereof.

The board of directors has fixed the close of business on June 11, 2007 as the record date for the determination of shareholders entitled to notice of and to vote at the special meeting. Under Ohio law and our Articles of Incorporation, the affirmative vote of a majority of all outstanding shares of our common stock entitled to vote is required to adopt and approve the Merger Agreement. All shareholders are cordially invited to attend the meeting in person. ***To be sure that your shares are properly represented at the meeting, whether or not you intend to attend the meeting in person, please complete and return the enclosed proxy card as soon as possible.***

We urge you to read the accompanying proxy statement and referenced annexes carefully as they set forth details of the Merger and other important information related to the Merger.

Please note that space limitations make it necessary to limit attendance at the special meeting to shareholders. Registration will begin at 9:00 a.m. local time. If you attend, please note that you may be asked to present valid picture identification. Street name holders will need to bring a copy of a brokerage statement reflecting share ownership as of the record date. Cameras, recording devices and other electronic devices will not be permitted at the special meeting.

Your vote is important, regardless of the number of shares of our common stock you own. The adoption and approval of the Merger Agreement requires the affirmative approval of the holders of a majority of the outstanding shares of our common stock entitled to vote thereon.

Shareholders who do not vote in favor of the adoption and approval of the Merger Agreement will have the right to seek the fair cash value of their shares of our common stock if they deliver a written demand for payment of the fair cash value to us within ten (10) days of the vote taken on the Merger Agreement and otherwise comply with all requirements of the Ohio Revised Code (the ORC), which are summarized in the accompanying proxy statement.

Table of Contents

YOUR VOTE IS VERY IMPORTANT. WHETHER OR NOT YOU PLAN TO ATTEND THE SPECIAL MEETING, PLEASE COMPLETE, DATE, SIGN AND RETURN, AS PROMPTLY AS POSSIBLE, THE ENCLOSED PROXY CARD IN THE ACCOMPANYING REPLY ENVELOPE.

By Order of the Board of Directors,

Donald A. Merril
Chief Financial Officer, Vice President and Corporate Secretary

Akron, Ohio
June 20, 2007

Table of Contents

Table of Contents

Table of Contents

Table of Contents

Table of Contents

**PROXY STATEMENT FOR THE SPECIAL MEETING
OF SHAREHOLDERS OF MYERS INDUSTRIES, INC.
TO BE HELD JULY 23, 2007**

Except as otherwise specifically noted in this proxy statement, we, our, us, Myers, the Company and similar words in this proxy statement refer to Myers Industries, Inc. In addition, we refer to Myers Holdings Corporation (f/k/a MYEH Corporation) as Buyer, Myers Acquisition Corporation (f/k/a MYEH Acquisition Corporation) as Merger Sub, and Buyer and Merger Sub collectively as the Buyer Parties. Furthermore GS Capital Partners VI Fund, L.P., GS Capital Partners VI Parallel L.P., GS Capital Partners VI Offshore Fund, L.P. and GS Capital Partners VI GmbH & Co. KG are collectively referred to herein as the Equity Sponsors.

SUMMARY TERM SHEET

This Summary Term Sheet, together with the Questions and Answers About the Special Meeting and the Merger, summarizes the material information contained elsewhere in this proxy statement and the attached annexes. This summary does not purport to contain a complete statement of all material information relating to the Merger Agreement, the Merger, and the other matters discussed herein, and is subject to, and is qualified in its entirety by, the more detailed information contained in or attached to this proxy statement. Where appropriate, items in this summary contain a cross reference directing you to a more complete description included elsewhere in this proxy statement. Our shareholders should carefully read this proxy statement in its entirety, its annexes and the documents referred to or incorporated by reference in this proxy statement.

The Parties to the Merger

Myers Industries, Inc.
1293 South Main Street
Akron, Ohio 44301
(330) 253-5592

We are an international manufacturer of polymer products for industrial, agricultural, automotive, commercial, and consumer markets. We are also the largest wholesale distributor of tools, equipment, and supplies for the tire, wheel, and under vehicle service industry in the United States.

Myers Holdings Corporation
Myers Acquisition Corporation
c/o GS Capital Partners
85 Broad Street
New York, New York 10004
(212) 902-1000

Buyer is a newly formed Delaware corporation and Merger Sub is a newly formed Ohio corporation and wholly-owned subsidiary of Buyer. Buyer is an entity owned by the Equity Sponsors. The Buyer Parties were organized for the purpose of entering into the Merger Agreement and consummating the transactions contemplated by the Merger Agreement and have not engaged in any business except activities incidental to their formation and in connection with the transactions contemplated by the Merger Agreement.

The Merger

You are being asked to vote for the adoption and approval of the Merger Agreement that we entered into with the Buyer Parties on April 24, 2007. As a result of the Merger, we will cease to be an independent, publicly-traded company, and will instead continue as a wholly-owned subsidiary of Buyer.

Table of Contents

Effective Time of the Merger; Marketing Period

The Merger will become effective at the time we, Buyer and Merger Sub file the certificate of merger with the Secretary of State of the State of Ohio (or at a later time, if agreed upon by the parties and specified in the certificate of merger). In order to consummate the Merger, we must obtain shareholder approval and the other closing conditions described under Conditions to the Merger, beginning on page 54 must be satisfied or waived; except that the Buyer Parties will not be required to effect the closing until the earlier to occur of a date during the marketing period (as defined under The Merger Agreement Marketing Period, beginning on page 55) specified by Buyer on not less than three business days notice to us and the final day of the marketing period. The marketing period under the Merger Agreement commences after we have obtained shareholder approval and the required regulatory approvals, satisfied the other closing conditions under the Merger Agreement and provided Buyer with certain current financial information. The Merger Agreement provides that the marketing period will last 30 consecutive days, but may be extended or terminated under certain circumstances. The Buyer may, in its sole discretion, close the Merger prior to the expiration of the marketing period if all of the closing conditions under the Merger Agreement are otherwise satisfied or waived. The Merger Agreement does not contain a financing condition. However, in order to allow Buyer the opportunity to offer to sell high yield notes to finance a portion of the transaction, Buyer is entitled to delay the closing of the Merger until the end of the marketing period to complete the high yield notes offering on terms acceptable to it. If, however, Buyer is unable to complete the high yield notes offering on terms acceptable to it, then Buyer must consummate the transaction at the end of the marketing period by drawing on a bridge facility that is part of its financing commitment.

Payment for Shares

If the Merger is completed, at the effective time of the Merger, each share of our common stock (other than shares owned by us, the Buyer Parties, any of our direct or indirect wholly-owned subsidiaries, or any direct or indirect wholly-owned subsidiary of the Buyer Parties, and other than shares of common stock held by shareholders who have properly demanded and perfected their dissenters rights in accordance with the ORC) will be converted into the right to receive $22.50 in cash, without interest and less any applicable withholding taxes.

Stock Options; Restricted Stock Awards

Upon consummation of the Merger, all outstanding options to acquire our common stock will be accelerated and fully vested, if not previously vested, and then cancelled and converted into the right to receive a cash payment equal to the number of shares of our common stock underlying the options multiplied by the amount (if any) by which $22.50 exceeds the option exercise price, without interest and less any applicable withholding taxes. Additionally, all restricted stock awards will become free of forfeiture restrictions and then cancelled and converted into the right to receive a cash payment equal to $22.50 per share without interest and less any applicable withholding taxes. See The Merger Agreement Treatment of Options and Other Awards on page 50.

Restrictions on Solicitation of Other Offers

We have been granted a 45-day period following the execution of the Merger Agreement (the Go Shop Period) during which we are permitted to solicit superior proposals. In order to be considered a Superior Proposal , a proposal must be for the acquisition or purchase of a business division (or more than one) that in the aggregate constitutes (i) 50% or more of net revenues, net income or assets of us and our subsidiaries taken as a whole, (ii) 50% or more of the equity interest in us and our subsidiaries taken as a whole (by vote or value), (iii) any tender offer or exchange offer that would result in a third party beneficially owning 50% or more of the equity interests of us and our subsidiaries taken

as a whole (by vote or value), or (iv) any merger, reorganization, recapitalization or similar transaction involving us or any of our subsidiaries whose business constitutes 50% or more of net revenue, net income or assets of us and our subsidiaries taken as a whole. Additionally, a Superior Proposal must be a proposal that is determined by

Table of Contents

our board, after consultation with a financial advisor, to be reasonably likely to be consummated and more favorable than the Merger proposal.

Our board of directors may withdraw, modify or amend its recommendation in favor of adoption and approval of the Merger Agreement if (i) it promptly discloses such a decision of the board of directors to Buyer, along with the terms of the Superior Proposal, (ii) it gives Buyer five business days to make a counter-offer, and (iii) it determines that withdrawal, modification or amendment to its recommendation is necessary in order for the board of directors to satisfy its fiduciary duties to our shareholders.

Conditions to the Merger

The consummation of the Merger depends on the satisfaction or waiver of the following conditions:

- the Merger Agreement and the Merger must have been adopted and approved by the affirmative vote of the holders of a majority of the outstanding shares of our common stock;
- no temporary restraining order, injunction, or other legal restraint or prohibition that prevents the Merger, or any statute, rule, regulation or order that makes the consummation of the Merger illegal, shall be in effect;
- the waiting period (and any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (HSR Act), or any other foreign antitrust or combination law and all material filings, consents, approvals and authorizations legally required to be made or obtained with or from a governmental authority to consummate the Merger shall have expired, been terminated, made or obtained, as applicable;
- the representations and warranties made by the Buyer Parties and by us in the Merger Agreement must be true and correct, subject to certain materiality qualifications, as described under The Merger Agreement Conditions to the Merger, beginning on page 55; and
- we and the Buyer Parties must have performed in all material respects all obligations that each of us is required to perform under the Merger Agreement.

Termination of the Merger Agreement

The Merger Agreement may be terminated at any time prior to the consummation of the Merger, whether before or after shareholder approval has been obtained:

- by mutual written consent of us, on the one hand, and Buyer, on the other hand;
- by either us, on the one hand, or Buyer or Merger Sub, on the other hand, if:
  - the Merger is not consummated on or before December 15, 2007 (such termination right is not available to a party whose breach of the Merger Agreement has resulted in or was a principle cause of the failure of the Merger to be completed by the end date);
  - any court of competent jurisdiction or governmental, regulatory or administrative agency or commission has issued a non-appealable final order, decree or ruling that effectively permanently restrains, enjoins or otherwise prohibits the Merger or any law is enacted that prohibits consummation of the Merger; or

our shareholders, at the special meeting or at any adjournment or postponement thereof, fail to adopt and approve the Merger Agreement.

by Buyer if:

we have breached any of our representations, warranties, covenants or agreements under the Merger Agreement which would give rise to the failure to satisfy the related closing conditions and such breach has not been cured within 20 business days after receipt of notice;

Table of Contents

our board of directors amends, modifies or withdraws its recommendation in favor of the Merger in a manner adverse to Buyer, or publicly announces an intention to do so; or

our board of directors adopts a formal resolution approving, endorsing or recommending to our shareholders an alternative transaction, or publicly announces an intention to do so.

by us if:

Buyer or Merger Sub has breached any of its representations, warranties, covenants or agreements under the Merger Agreement which would give rise to the failure to satisfy the related closing conditions and such breach has not been cured within 20 business days after receipt of notice; or

prior to obtaining shareholder approval of the Merger, we terminate the Merger Agreement in order to enter into an agreement with respect to a Superior Proposal in accordance with the terms of the Merger Agreement, and prior to or concurrently with such termination, we pay the termination fee to Buyer.

Termination Fee and Expense Reimbursement

We have agreed to reimburse Buyer s actual out-of-pocket fees and expenses, up to a limit of $10 million, which amount will be offset against any termination fee, if a proposal meeting the requirements of a Takeover Proposal (as defined in the Merger Agreement) was made known or proposed to us or otherwise publicly announced prior to termination of the Merger Agreement and:

Buyer or we terminate because our shareholders, at the special meeting or at any adjournment thereof, fail to adopt and approve the Merger Agreement;

Buyer terminates because (i) our board of directors withdraws, amends or modifies its recommendation in any manner adverse to Buyer or (ii) our board of directors approves or recommends to our shareholders an acquisition proposal other than the Merger, or resolves or announces its intention to do any of the foregoing; or

Buyer terminates because we breached our representations, warranties, covenants or agreements under the Merger Agreement which would give rise to the failure to satisfy the related closing conditions and such breach is not cured within 20 business days after receipt of notice.

We must pay a termination fee of $25 million if the Merger Agreement is terminated under the conditions described in further detail below:

Buyer terminates because (i) our board of directors withdraws, amends or modifies its recommendation in any manner adverse to Buyer or (ii) our board of directors approves or recommends to our shareholders an acquisition proposal other than the Merger, or resolves or announces its intention to do any of the foregoing, and in either case a Takeover Proposal (or the intention of a person to make one) was not made known or proposed to us or otherwise publicly announced prior to such termination, in which event payment will be made within two business days after such termination;

Buyer or we terminate because our shareholders, at the special meeting or at any adjournment thereof, fail to adopt and approve the Merger Agreement; a Takeover Proposal (or the intention of a person to make one) was made known or proposed to us or otherwise publicly announced prior to termination; and, within twelve months from the date of termination, we enter into a contract for the consummation of an alternative transaction (and

such alternative transaction is ultimately consummated) or an alternative transaction is consummated, in which event payment will be made on the date we consummate such alternative transaction;

Buyer terminates because (i) our board of directors effects an adverse change in recommendation in accordance with the terms of the Merger Agreement or (ii) our board of directors approves or recommends to our shareholders an acquisition proposal other than the Merger, or resolves or announces its intention to do any of the foregoing; a Takeover Proposal (or the intention of a person to make one) was made known or proposed to us or otherwise publicly announced prior to termination;

Table of Contents

and, within twelve months from the date of termination, we enter into a contract for the consummation of an alternative transaction (and such alternative transaction is ultimately consummated) or an alternative transaction is consummated, in which event payment will be made on the date we consummate such alternative transaction;

Buyer terminates because we breached our representations, warranties, covenants or agreements under the Merger Agreement which would give rise to the failure to satisfy the related closing conditions and such breach is not cured within 20 business days after receipt of notice; a Takeover Proposal (or the intention of a person to make one) was made known or proposed to us or otherwise publicly announced prior to termination; and, within twelve months from the date of termination, we enter into a contract for the consummation of an alternative transaction (and such alternative transaction is ultimately consummated) or an alternative transaction is consummated, in which event payment will be made on the date we consummate such alternative transaction; or

We terminate because we have entered into a definitive agreement with respect to a Superior Proposal, in which event payment will be made prior to or concurrently with the time of termination.

The Merger Agreement provides that Buyer will pay us a termination fee of $25 million ($35 million if the marketing period has been extended by Buyer) if we terminate because Buyer or Merger Sub breach their obligations to effect the closing pursuant to the Merger Agreement and such breach is not cured within 20 business days after receipt of notice, in which event payment will be made within two business days following such termination.

Recommendation of Our Board of Directors

The independent members of our board of directors acting on the unanimous recommendation of the special committee of the board of directors have unanimously approved the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement, and has declared that the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of the Company and our shareholders. Mr. Orr and Mr. Myers abstained from voting. Accordingly, the independent members of our board of directors unanimously recommend that you vote **FOR** the adoption and approval of the Merger Agreement. The independent members of our board of directors also unanimously recommend that you vote **FOR** the proposal to adjourn or postpone the special meeting, if necessary, to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement.

Opinion of KeyBanc Capital Markets, Inc.

In connection with the proposed Merger, on April 23, 2007, the special committee s financial advisor, KeyBanc Capital Markets, Inc. (KeyBanc), delivered an opinion to the special committee that as of the date of the opinion, and based upon and subject to the matters described therein, the consideration to be received pursuant to the Merger Agreement is fair, from a financial point of view, to the holders of our common stock (other than Buyer, Merger Sub or their respective affiliates).

The full text of the opinion of KeyBanc, which sets forth the procedures followed, assumptions made, matters considered and limitations on review undertaken by KeyBanc in connection with its opinion, is attached as Annex B to this proxy statement. **KeyBanc provided its opinion for the information and assistance of the special committee in connection with its consideration of the merger, and the opinion of KeyBanc is not a recommendation as to how a shareholder should vote or act with respect to any matter relating to the Merger. We urge you to read the opinion carefully in its entirety.**

Table of Contents

Opinion of William Blair & Company

In connection with the proposed Merger, William Blair & Company (William Blair) delivered its opinion on April 23, 2007 to the special committee that, as of that date and based upon and subject to the assumptions and qualifications stated therein, the consideration to be paid pursuant to the Merger Agreement was fair, from a financial point of view, to the holders of our common stock (other than Buyer, Merger Sub or their respective affiliates).

The full text of the opinion of William Blair, which sets forth the procedures followed, assumptions made, matters considered and limitations on review undertaken by William Blair in connection with its opinion, is attached as Annex C to this proxy statement. **William Blair provided its opinion for the information and assistance of the special committee in connection with its consideration of the Merger, and the opinion of William Blair is not a recommendation as to how a shareholder should vote or act with respect to any matter relating to the Merger. We encourage you to read the opinion carefully in its entirety.**

Financing for the Merger

The Merger Agreement does not contain any condition relating to the receipt of financing by Buyer. We and the Buyer Parties estimate that the total amount of funds necessary to consummate the Merger and related transactions, the repayment or refinancing of certain existing indebtedness and the payment of customary transaction fees and expenses will be approximately $1.07 billion, which is expected to be funded by new credit facilities, private and/or public offerings of debt securities and equity financing. Funding of the equity and debt financing is subject to the satisfaction of the conditions set forth in the commitment letters pursuant to which the financing will be provided. See The Merger Financing for the Merger, beginning on page 61.

The following arrangements are in place for the financing of the Merger, including the payment of a portion of the merger consideration and related expenses pursuant to and in accordance with the Merger Agreement:

Equity Financing. Buyer has received equity commitment letters from the Equity Sponsors, pursuant to which, subject to the conditions contained therein, the Equity Sponsors have collectively agreed to make or cause to be made cash capital contributions to Buyer of up to $285 million.

Debt Financing. Buyer has received a debt commitment letter from Goldman Sachs Credit Partners, L.P. (the Lender) to provide up to $950 million of debt financing to Buyer subject to satisfaction of the conditions contained therein. The Lender has completed all diligence investigations and no further review is required as a condition to consummating the debt financing.

Limited Guarantee

In connection with the Merger Agreement, the Equity Sponsors entered into a limited guarantee with us pursuant to which, among other things, each of the Equity Sponsors has agreed to, jointly and severally, guarantee the payment, if and when due under the Merger Agreement of the Buyer Parties obligation to pay us a termination fee of $25 million or $35 million, as applicable, if the Merger Agreement is terminated under certain circumstances. Except in the event of fraud, willful misconduct, any action that renders the guarantors insolvent or unable to pay their debts as they come due or a breach of any representations under the guaranty agreement, the limited guarantee is our sole and exclusive recourse against the Equity Sponsors arising from or related to the Merger Agreement and transactions contemplated thereby. A copy of the limited guarantee entered into with the Equity Sponsors is attached as Annex D to this proxy statement.

Voting Agreement

In connection with the execution of the Merger Agreement, Stephen E. Myers (one of our directors and a significant shareholder) and Mary Myers (a significant shareholder) and certain of their affiliates (the

Table of Contents

Myers Parties) entered into a voting agreement with Buyer (the Voting Agreement). Pursuant to the terms of the Voting Agreement, the Myers Parties agreed to vote their shares in favor of adoption and approval of the Merger Agreement. As of June 11, 2007 the Myers Parties own approximately 18.66% of our common stock. A copy of the Voting Agreement is attached to this proxy statement as Annex E.

Interests of Our Directors and Executive Officers in the Merger

In considering our board s recommendation of the Merger, you should be aware that our directors and executive officers may have interests in the Merger that are different from, or in addition to, your interests as a shareholder, and that may present actual or potential conflicts of interest. See The Interests of Our Directors and Executive Officers, beginning on page 41.

Dissenters Rights

Holders of our common stock who do not vote in favor of adopting and approving the Merger Agreement will have the right to seek the fair cash value of their shares as a dissenting shareholder under Section 1701.85 of the ORC if the Merger is completed, but only if they comply with all requirements under the ORC, which are summarized in this proxy statement. The amount a dissenting shareholder may receive for his or her shares under the ORC could be more than, the same as or less than the amount he or she would be entitled to receive under the terms of the Merger Agreement. Any holder of our common stock intending to exercise such holder s dissenter s rights, among other things, must submit a written demand for payment of the fair cash value of his or her shares to us within ten (10) days after the vote on the adoption and approval of the Merger Agreement and must not vote or otherwise submit a proxy in favor of adoption and approval of the Merger Agreement. We will not notify you of the expiration of this 10-day period. Your failure to follow exactly the procedures specified under the ORC will result in the loss of your dissenter s rights. See The Merger Dissenters Rights, beginning on page 47, and the text of Section 1701.85 of the ORC reproduced in its entirety as Annex F.

Regulatory Approvals

Under the HSR Act and the rules promulgated thereunder by the Federal Trade Commission, both Buyer and we have filed notification and report forms with the Federal Trade Commission and the Antitrust Division of the Department of Justice. The Merger may not be completed until the applicable waiting period under the HSR Act has expired or been terminated. On May 14, 2007, the parties obtained the required approval under the HSR Act to complete the Merger. The Merger is not subject to any regulatory notifications to, or approvals of, the Commissioner of Competition of Canada.

Material U.S. Federal Income Tax Consequences

If you are a U.S. holder (as defined below in The Merger Material U.S. Federal Income Tax Consequences of the Merger to our Shareholders, beginning on page 45), the Merger will be treated for U.S. federal income tax purposes as a fully taxable sale of stock by you. Your surrender of shares of our common stock for cash in the Merger generally will cause you to recognize taxable gain or loss measured by the difference, if any, between the amount of cash you receive and your adjusted tax basis in such shares. If you are a non-U.S. holder (as defined below in The Merger Material U.S. Federal Income Tax Consequences of the Merger to our Shareholders, beginning on page 45), you generally will not be subject to U.S. federal income tax (including withholding tax) on any gain recognized upon your surrender of shares of our common stock for cash in the Merger, unless you have certain connections to the United States. We urge you to consult your own tax advisor regarding your particular circumstances and the U.S. federal tax consequences to you of the Merger, as well as any tax consequences arising under the laws of any state, local, or foreign or other tax jurisdiction and the possible effects of changes in U.S. federal or other tax laws. You should also

consult your own tax advisor regarding the exercise of dissenters rights, the receipt of cash in connection with the cancellation of restricted stock awards or stock options, or any other matters relating to equity compensation or benefit plans.

Table of Contents

The Special Meeting

General

The special meeting will be held on July 23, 2007, at 10:00 a.m., local time, at the Louis S. Myers Training Center, 1554 South Main Street, Akron, Ohio 44301.

At the special meeting, shareholders will consider and vote on a proposal to adopt and approve the Merger Agreement, pursuant to which and upon the terms and subject to the conditions thereof, Merger Sub will merge with and into us. The adoption and approval of the Merger Agreement will also constitute approval of the Merger and the other transactions contemplated by the Merger Agreement.

At the special meeting, you will also be asked to consider and vote upon a proposal to adjourn or postpone the special meeting, if necessary, to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement.

Record Date

Our board of directors has fixed the close of business on June 11, 2007 as the record date for determining shareholders entitled to notice of, and to vote at, the special meeting and any adjournments or postponements of the special meeting.

Vote Required for a Quorum and Adoption and Approval of the Proposals

The affirmative vote of the holders of a majority of the outstanding shares of our common stock entitled to vote is required to adopt and approve the Merger Agreement. The affirmative vote of the holders of a majority of the outstanding shares of our common stock present or represented by proxy at the special meeting and entitled to vote on the matter is required to approve the proposal to adjourn the special meeting if necessary to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to approve the Merger Agreement.

Delisting and Deregistration of Our Common Stock

If the Merger is completed, our common stock will no longer be traded on the New York Stock Exchange and will be deregistered under the Securities Exchange Act of 1934, as amended. As a result, we will no longer file annual, quarterly and current reports with the Securities and Exchange Commission.

Market Price and Dividend Data for Common Stock

Our common stock is listed on the New York Stock Exchange under the symbol MYE. On March 21, 2007, the trading date when the board of directors first received an offer from Goldman Sachs Capital Partners (GSCP), our common stock closed at $18.88 per share. On April 23, 2007, the last trading day before we announced that our board of directors approved the Merger Agreement, our common stock closed at $21.51 per share. On June 19, 2007, the last trading day before this proxy statement was printed, our common stock closed at $22.25 per share. You are encouraged to obtain current market quotations for our common stock in connection with voting your shares.

The Merger Agreement provides that prior to the effective time of the Merger, we can declare, set aside or pay any dividend on our common stock in accordance with our historical practice and not to exceed $0.0525 per share on a quarterly basis.

Table of Contents

QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING

Q: Why am I receiving these materials?

A: We are providing these proxy materials to you in connection with the solicitation of proxies to be voted at the special meeting of shareholders and at any adjournments or postponements thereof. Shareholders are invited to attend the special meeting to be held on July 23, 2007, at 10:00 a.m., local time, at the Louis S. Myers Training Center, 554 South Main Street, Akron, Ohio 44301. Our proxy materials are being mailed on or about June 25, 2007 to shareholders of record.

Q: What am I voting for?

A: We are asking you to vote for the adoption and approval of the Merger Agreement that we entered into with the Buyer Parties on April 24, 2007. As a result of the Merger, we will cease to be an independent, publicly-traded company, and will instead continue as a private company and be a wholly-owned subsidiary of Buyer. The adoption and approval of the Merger Agreement will also constitute approval of the Merger and the other transactions contemplated by the Merger Agreement. Furthermore, you are being asked to vote to adjourn or postpone the special meeting, if necessary, to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement.

Q: What will I receive in the Merger?

A: If we complete the Merger, you will have the right to receive $22.50 in cash, without interest and less any applicable withholding taxes, for each share of our common stock you own unless you properly demand and perfect your dissenter s rights as described below under The Merger Dissenters Rights, beginning on page 47.

Q: What constitutes a quorum at the Special Meeting?

A: The presence, in person or by proxy, of shareholders holding a majority of the outstanding shares of our common stock is necessary to constitute a quorum at the special meeting. Both votes cast as ABSTAIN and broker non-votes are counted as present and entitled to vote for the purpose of determining the presence of a quorum.

Q: Does the board of directors of Myers recommend voting in favor of the Merger?

A: Yes. The independent members of our board of directors acting on the unanimous recommendation of the special committee of the board of directors have unanimously approved the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement, and have declared that the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of Myers and our shareholders. Accordingly, the independent members of our board of directors unanimously recommend that you vote **FOR** the adoption and approval of the Merger Agreement. The independent members of our board of directors also unanimously recommend that you vote **FOR** the proposal to adjourn or postpone the special meeting, if necessary, to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement. The independent members of our board of directors considered many factors in reaching these recommendations. See The Merger Reasons for the Merger, beginning on page 24.

Q: What shareholder approval is required?

A: Adoption and approval of the Merger Agreement and the transactions contemplated thereby, including the Merger, requires the affirmative vote of a majority of the outstanding shares of our common stock held by shareholders entitled to vote on June 11, 2007, the record date for the special meeting. The proposal to adjourn or postpone the special meeting requires the affirmative vote of the holders of a majority of the outstanding shares of our common stock present or represented by proxy at the special meeting and entitled to vote.

Table of Contents

Q: When do you expect the Merger to be completed?

A: We are working toward completing the Merger as quickly as possible and we hope to complete the Merger during the third or fourth quarter of 2007 depending on whether Buyer elects to extend its marketing period. In order to complete the Merger, we must obtain shareholder approval and the other closing conditions under the Merger Agreement must be satisfied or waived. In addition, the Buyer Parties are not obligated to complete the Merger until the expiration of a 30-consecutive day marketing period that the Buyer Parties may use to consummate their financing for the Merger. The marketing period commences after we have obtained our shareholder approval and the required regulatory approvals, satisfied the other closing conditions under the Merger Agreement and provided Buyer with certain financial information about us. The Merger Agreement provides that the marketing period may be extended or terminated under certain circumstances. Buyer may, in its sole discretion, close the Merger prior to the expiration of the marketing period if all of the closing conditions are otherwise satisfied or waived. See The Merger Agreement Marketing Period; Efforts to Complete the Merger, beginning on page 54.

Q: What interests do our directors and executive officers have in recommending adoption and approval of the Merger Agreement?

A: Our directors and executive officers may have interests in the Merger that are different from, or in addition to, the interests of our other shareholders. These interests may include, among other things, the following: (i) receipt of change in control payments and benefits pursuant to employment agreements if certain executive officers are terminated by us without cause or they resign for good reason within a specified period of time following the consummation of the Merger; (ii) severance agreements with certain executive officers so that if their employment is terminated without cause or they resign for good reason before or after the Merger, they would be entitled to severance payments and benefits; (iii) payment of a special director fee to Robert A. Stefanko in connection with the completion of the Merger; and (iv) continuation of certain indemnification arrangements for our directors and executive officers. For additional details, including the amounts that may be received by each of our directors and executive officers, see The Merger Interests of Our Directors and Executive Officers in the Merger, beginning on page 41.

Q: If the Merger is completed, when can I expect to receive the Merger consideration for my shares of Myers common stock?

A: Promptly after the completion of the Merger, you will receive a letter of transmittal from the paying agent describing how you may exchange your shares of common stock for the merger consideration. You should not send your stock certificates to us or anyone else until you receive these instructions. If you hold your shares in book-entry form (that is, without a stock certificate) the paying agent will automatically send you the merger consideration in exchange for the cancellation of your shares of common stock after the consummation of the Merger. If your shares of common stock are held in street name by your broker or nominee, you will receive instructions from your broker or nominee as to how to surrender your street name shares and receive the merger consideration for those shares.

Q: What happens if the Merger is not completed?

A: In the event that the Merger Agreement is not approved and adopted by our shareholders in the required manner or the Merger is not completed for any other reason, our shareholders will not receive any payment for your shares in connection with the Merger. Instead, we will remain publicly-held, our stock will continue to be listed and traded on the New York Stock Exchange and you will continue to be subject to similar risks and

opportunities as you currently have with respect to your ownership of our stock.

Q: Will I receive dividends before the effective time of the Merger?

A: Yes, if dividends are declared by the board of directors. The Merger Agreement provides that prior to the effective time of the Merger, we may declare and pay dividends consistent with past practice not to exceed $0.0525 per share on a quarterly basis.

Table of Contents

Q: Do I have dissenter s or appraisal rights?

A: Yes. Under the ORC, shareholders are entitled to dissenters rights in connection with the Merger, subject to the conditions discussed more fully below under The Merger Dissenters Rights, beginning on page 47. Dissenters rights entitle dissenting shareholders, if such rights are perfected, to receive payment in cash for the fair cash value of their shares of our common stock. This amount could be more than, the same as or less than the amount a shareholder would be entitled to receive under the terms of the Merger Agreement. To preserve your dissenters rights, if you wish to exercise them, you must not vote in favor of the adoption and approval of the Merger Agreement and you must follow specific procedures. Failure to follow the steps required by law for perfecting dissenters rights may lead to the loss of those rights, in which case you will be treated in the same manner as a non-dissenting shareholder. See Annex F for a reproduction of Section 1701.85 of the ORC, which sets forth the rights of dissenting shareholders. Because of the complexity of the law relating to dissenters rights, shareholders who are considering objecting to the Merger are encouraged to read these provisions carefully and should consult their own legal advisors.

Q: What happens if I sell my shares of Myers common stock before the meeting?

A: The record date for the special meeting is earlier than the expected completion date of the Merger. If you transfer your shares of our common stock after the record date but before the special meeting, you will retain your right to vote at the special meeting but will transfer the right to receive the merger consideration to the person to whom you transferred your shares.

Q: Will the Merger be taxable to me?

A: Generally, yes. For U.S. federal income tax purposes, if you are a U.S. holder your surrender of shares of our common stock for cash in the Merger generally will cause you to recognize taxable gain or loss measured by the difference, if any, between the amount of cash you receive and your adjusted tax basis in such shares. If you are a non-U.S. holder, you generally will not be subject to U.S. federal income tax (including withholding tax) on any gain recognized upon your surrender of shares of our common stock for cash in the Merger, unless you have certain connections to the United States. However, we urge you to consult your own tax advisors to determine your particular tax consequences. For a more complete description of the tax consequences, see The Merger Material U.S. Federal Income Tax Consequences of the Merger to our Shareholders, beginning on page 45.

Q: What regulatory approvals are required?

A: The consummation of the Merger requires that the waiting period, and any extension thereof, under the HSR Act will have been terminated or will have expired and that all material filings and authorizations legally required to be made or obtained with or from a governmental authority to consummate the Merger shall have been made or obtained. On May 14, 2007, the parties obtained the required approval under the HSR Act to complete the Merger.

Q: How can I vote my shares in person at the Special Meeting?

A: Shares held directly in your name as the shareholder of record may be voted in person at the special meeting. If you choose to attend the special meeting, please bring photo identification. Even if you plan to attend the special meeting, we recommend that you vote your shares in advance as described below so that your vote will be counted if you later decide not to attend the special meeting.

Shares held in street name may be voted in person by you only if you obtain a signed proxy from the record holder giving you the right to vote the shares.

Q: How can I vote my shares without attending the Special Meeting?

A: If you hold your shares directly as the shareholder of record, you may direct your vote without attending the special meeting by completing and mailing your proxy card in the enclosed, pre-paid envelope. If you hold your shares beneficially in street name, you may direct your vote without attending the special meeting by completing and following the instructions on the voting instruction card received from your broker, dealer, bank or other financial institution that serves as your nominee. Please refer to the proxy card or voting instruction card for more detailed instructions.

Table of Contents

Q: If I am an employee holding shares pursuant to our employee stock purchase plan, how will my shares be voted?

A: If you are an employee holding stock acquired through our employee stock purchase plan, you will receive a voting instruction card covering all shares held in your individual account. The employee stock purchase plan will vote your shares (i) in accordance with the instructions on your returned instruction card; or (ii) if you do not return an instruction card or if you return an instruction card with no instructions, in its discretion, for the adoption and approval of the Merger Agreement and the adjournment or postponement of the special meeting (in the event that there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement).

Q: If I am holding shares pursuant to our dividend reinvestment and stock purchase plan, how will my shares be voted?

A: If you are an employee holding stock acquired through our dividend reinvestment and stock purchase plan, you will receive a voting instruction card covering all shares held in your individual account. The dividend reinvestment and stock purchase plan will vote your shares (i) in accordance with the instructions on your returned instruction card; or (ii) if you do not return an instruction card or if you return an instruction card with no instructions, in its discretion, for the adoption and approval of the Merger Agreement and the adjournment or postponement of the special meeting (in the event that there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement).

Q: Should I send my stock certificates now?

A: No. After the Merger is completed, you will receive written instructions for exchanging your stock certificates for cash. Please do not send in your stock certificates with your proxy. If you hold your shares in book-entry form (that is, without a stock certificate) the paying agent will automatically send you the merger consideration in exchange for the cancellation of your shares of common stock after the consummation of the Merger. If your shares of common stock are held in street name by your broker or nominee, you will receive instructions from your broker or nominee as to how to surrender your street name shares and receive the merger consideration for those shares.

Q: What do I need to do now?

A: After carefully reading and considering the information contained in this proxy statement, including the annexes, please complete, date and sign your proxy card or voting instruction card and return it in the enclosed return envelope as soon as possible so that your shares may be represented at the special meeting. If you sign and send in your proxy card but do not indicate how you want to vote, we will count your proxy card or voting instruction card in favor of adoption and approval of the Merger Agreement and in favor of adjourning or postponing the special meeting in the event that there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement. You can also attend the special meeting and vote, or change your prior vote, in person.

Q: What if I do not vote?

A: If you do not vote, you abstain from voting, or you do not instruct your broker, dealer, bank or other financial institution on how to vote if you hold your shares in street name, it will have the same effect as a vote against the adoption and approval of the Merger Agreement. Therefore, we urge you to vote. If you do not vote, you abstain

from voting, or you do not instruct your broker, dealer, bank or other financial institution on how to vote if you hold your shares in street name, it will not affect the outcome of the vote on the proposal regarding the adjournment or postponement of the special meeting.

Q: Can I revoke my proxy?

A: Yes, you can revoke your proxy at any time before it is voted at the special meeting. If you are a record holder of our common stock, you may revoke your proxy before it is voted by:

giving notice of revocation to our Corporate Secretary in writing which is dated a later date than your proxy;

Table of Contents

submitting a duly executed proxy bearing a later date; or

attending the special meeting and voting in person.

If your shares are held in street name, you should follow the instructions of your broker, dealer, bank or other financial institution that serves as your nominee regarding revocation of proxies. Simply attending the special meeting without voting will not constitute revocation of a duly executed proxy. See The Special Meeting Revocation of Proxies, beginning on page 17.

Q: How can I obtain admission to the Special Meeting?

A: You are entitled to attend the special meeting only if you were one of our shareholders as of the close of business on June 11, 2007, the record date for the special meeting, or hold a valid proxy for the special meeting. You should be prepared to present photo identification for admittance. In addition, if you are a record holder, your name is subject to verification against the list of record holders on the record date prior to being admitted to the special meeting. If you are not a record holder but hold shares in street name, you should be prepared to provide proof of beneficial ownership on the record date, such as your most recent account statement prior to the record date, or similar evidence of ownership. If you do not provide photo identification or comply with the other procedures outlined above upon request, you will not be admitted to the special meeting.

Q: What does it mean if I receive more than one proxy card or voting instruction card?

A: It means your shares are registered differently or are in more than one account. To make sure all of your shares of our common stock are voted, please provide voting instructions for all proxy cards you receive.

Q: Who will bear the cost of soliciting votes for the special meeting?

A: We will pay the entire cost of preparing, assembling, printing, mailing and distributing these proxy materials. We have hired Morrow & Co., Inc., to assist in the solicitation and distribution of proxies. Morrow & Co., Inc. will receive a fee of approximately $6.500.00, plus reasonable expenses, for these services. In addition, we may reimburse brokerage firms and other persons representing beneficial owners of shares of our common stock for their expenses in forwarding solicitation material to such beneficial owners.

Q: Who will count the vote?

A: A representative of National City Bank will tabulate the votes and act as the inspector of election.

Q: Who can help answer my questions?

A: If you have any questions about the Merger or if you need additional copies of this proxy statement or the enclosed proxy card, you should contact our solicitation agent, Morrow & Co., Inc., or our Investor Relations Department:

Morrow & Co., Inc.
470 West Avenue, 3rd Floor
Stamford, Connecticut 06902
1-800-414-4313

or

Investor Relations
Myers Industries, Inc.
1293 South Main Street
Akron, Ohio 44301
(330) 253-5992

Table of Contents

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING INFORMATION

This proxy statement, and the documents to which we refer you to in this proxy statement, contain forward-looking statements based on estimates and assumptions. There are forward-looking statements throughout this proxy statement. These statements may include, among other things, statements regarding the expected timetable for completing the Merger, the benefits of the proposed Merger and any other statements about future expectations, benefits, goals, plans or prospects.

Words such as may, could, anticipates, estimates, expects, projects, intends, plans, believes and wor similar substance used in connection with any discussion identify forward-looking statements. All forward-looking statements are based on present expectations of future events and are subject to a number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. These factors include:

- our financial performance through the date of the completion of the Merger;
- the satisfaction of the closing conditions set forth in the Merger Agreement, including our shareholders approval of the Merger and regulatory approvals of the Merger;
- the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement, including a termination under circumstances that could require us to pay a $25 million termination fee;
- the outcome of any legal proceeding instituted against us and/or others in connection with the Merger;
- the loss of key customers and strategic partners as a result of our announcement of the proposed Merger;
- the effect of the announcement of the Merger on our business relationships, operating results and business generally, including our ability to retain key employees;
- business uncertainty and contractual restrictions that may exist during the pendency of the Merger;
- any significant delay in the expected completion of the Merger;
- the amount of the costs, fees, expenses and charges related to the Merger;
- the diversion of management s attention from ongoing business concerns;

and other risks set forth in our current filings with the SEC, including our most recent Quarterly Report on Form 10-Q and Annual Report on Form 10-K. See Where You Can Find More Information, beginning on page 69. Shareholders are cautioned not to place undue reliance on the forward-looking statements, which speak only of the date of this proxy statement. We are not under any obligation, and expressly disclaim any obligation, to update or alter any forward-looking statements, whether as a result of new information, future events or otherwise.

All subsequent forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section.

THE SPECIAL MEETING

General

This proxy statement is being delivered to you in connection with a special meeting of shareholders to be held on July 23, 2007, at 10:00 a.m., local time, at the Louis S. Myers Training Center, 1554 South Main Street, Akron, Ohio 44301. The purpose of the special meeting is for our shareholders to consider and vote upon a proposal to adopt and approve the Merger Agreement we entered into with the Buyer Parties on April 24, 2007 and the proposal to adjourn or postpone the special meeting, if necessary, to permit further solicitation of the proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement.

Table of Contents

The independent members of our board of directors acting on the unanimous recommendation of the special committee of the board of directors have unanimously approved the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement, and have declared that the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of us and our shareholders. Accordingly, the independent members of our board of directors unanimously recommend that you vote **FOR** the adoption and approval of the Merger Agreement and **FOR** the proposal to adjourn or postpone the special meeting. See The Merger Recommendation of Our Board of Directors, beginning on page 27.

Record Date

Our board of directors has fixed the close of business on June 11, 2007 as the record date for the determination of shareholders entitled to notice of and to vote at the special meeting. As of the record date, there were 35,148,103 shares of our common stock outstanding. There were approximately 2,053 record holders of our common stock as of the record date.

Each holder of record of our common stock at the close of business on the record date is entitled to one vote for each share then held on each matter submitted to a vote of shareholders. If your shares are held by a broker, dealer, bank or other financial institution that serves as your nominee, you are considered the beneficial owner of shares held in street name. As the beneficial owner, you have the right to direct your broker or nominee on how to vote and are also invited to attend the special meeting. See Method of Voting, beginning on page 16, and Special Meeting Admission Procedures, beginning on page 17.

Vote Required for a Quorum and Adoption and Approval of the Proposals, Effect of Abstentions and Broker Non-Votes

A quorum is required for our shareholders to conduct business at the special meeting. The holders of a majority of the shares of our common stock entitled to vote on the record date, present in person or represented by proxy will constitute a quorum for the transaction of business at the special meeting. Abstaining votes and broker non-votes are counted as present and are, therefore, included for purposes of determining whether a quorum of shares is present for the Merger proposal and the proposal relating to adjournment or postponement of the special meeting.

Under the ORC and our Articles of Incorporation, the affirmative vote of a majority of the outstanding shares of our common stock entitled to vote on the record date is required to adopt and approve the Merger Agreement and the transactions contemplated by the Merger Agreement, including the Merger. An abstention is counted as a share present and entitled to be voted at the special meeting and will have the same effect as a no vote on the Merger. A broker non-vote occurs when a broker or nominee holding shares for a beneficial owner does not vote on a particular matter because the broker or nominee does not have the discretionary voting power with respect to that matter and has not received instructions from the beneficial owner. With respect to the Merger proposal, a broker or nominee who holds shares for a beneficial owner is prohibited from giving a proxy to vote the beneficial owner s shares without instructions from the beneficial owner. As a result, a broker non-vote also will have the same effect as a no vote on the Merger proposal.

The proposal to adjourn or postpone the special meeting, if necessary, to solicit additional proxies requires the affirmative vote of the holders of a majority of the outstanding shares of our common stock present or represented by proxy at the special meeting and entitled to vote on the matter. Abstentions and broker non-votes will not count as shares present and entitled to vote on the proposal to adjourn or postpone the special meeting. As a result, abstentions and broker non-votes will have no effect on the vote to adjourn or postpone the special meeting.

15

Table of Contents

Method of Voting

Our shareholders are being asked to vote the shares held directly in their name as shareholders of record and any shares they hold in street name as beneficial owners. Shares held in street name are shares held by a broker, dealer, bank or other financial institution that serves as a shareholder s nominee.

The method of voting differs for the shares held by a record holder and the shares held in street name. Record holders will receive proxy cards. Holders of shares in street name will receive voting instruction cards in order to instruct their nominees on how to vote.

If you are a shareholder of record, you may also vote in person at the special meeting. If you hold shares in street name, you may not vote in person at the special meeting unless you obtain a signed proxy from the record holder giving you the right to vote the shares. You will also need to present photo identification and comply with the other procedures described in Special Meeting Admission Procedures, beginning on page 17.

Shareholders may receive multiple copies of this proxy statement and multiple proxy cards or voting instruction cards. For example, shareholders who hold shares in more than one brokerage account will receive a separate voting instruction card for each brokerage account in which shares are held. Shareholders of record whose shares are registered in more than one name will receive more than one proxy card.

Shareholders should not forward any stock certificates with their proxy cards or voting instruction cards. In the event the Merger is completed, stock certificates should be delivered in accordance with instructions set forth in a letter of transmittal, which will be sent to shareholders by the paying agent promptly after the effective time of the Merger.

Read the proxy card(s) and voting instruction card(s) carefully. A shareholder should execute all the proxy card(s) and voting instruction card(s) received in order to make sure all of your shares are voted.

Grant of Proxies

All shares of our common stock represented by properly executed proxy cards or voting instruction cards received before or at the special meeting will, unless the proxies or voting instructions are revoked, be voted in accordance with the instructions indicated on those proxy cards or voting instruction cards.

You are urged to mark the boxes on the proxy card or the voting instruction card, as the case may be, to indicate how to vote your shares. If no instructions are indicated on a properly executed proxy card or voting instruction card, the shares will be voted **FOR** the adoption and approval of the Merger Agreement and the transactions contemplated by the Merger Agreement, including the Merger, and **FOR** the proposal to adjourn or postpone the special meeting, if necessary, to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement.

We are not aware of any matter that will be brought before the special meeting other than (i) the adoption and approval of the Merger Agreement and the transactions contemplated by the Merger Agreement, including the Merger and (ii) the approval of the proposal to adjourn or postpone the special meeting, if necessary, to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement. If, however, other matters are properly presented, the persons named as proxies will vote in accordance with their judgment with respect to those matters, unless their authority to do so is specifically withheld on

the proxy card or the voting instruction card, as the case may be.

Table of Contents

Revocation of Proxies

You may revoke your proxy at any time before it is voted by:

if you are a record holder of our common stock:

- giving notice of revocation in writing to our Corporate Secretary at 1293 South Main Street, Akron, Ohio 44301 dated a later date than your proxy;
- submitting a duly executed proxy card bearing a later date by mail to our Corporate Secretary; or
- attending the special meeting and voting in person; or

if you hold shares of our common stock in street name, that is, with a broker, dealer, bank or other financial institution that serves as your nominee, follow the instructions from such nominee on how to revoke or modify your voting instructions.

Please note that your attendance at the special meeting in person will not cause your previously granted proxy to be revoked unless you specifically so request. Shares held in street name may be voted in person by you at the special meeting only if you obtain a signed proxy from the record holder giving you the right to vote the shares.

Solicitation of Proxies

We will pay the expenses incurred in connection with the printing and mailing of this proxy statement. We also have retained Morrow & Co., Inc. to assist in the solicitation of proxies at an estimated cost of $6,500.00 plus reasonable expenses. We will also request brokers, dealers, banks and other financial institutions holding shares of our common stock beneficially owned by others to send this proxy statement to, and obtain proxies from, the beneficial owners, and will reimburse these persons representing beneficial holders for their reasonable expenses. Solicitation of proxies by mail may be supplemented by telephone and other electronic means, advertisements and personal solicitation by our directors, officers or employees. No additional compensation will be paid to our directors, officers or employees for such solicitation.

Special Meeting Admission Procedures

You should be prepared to present photo identification for admittance at the special meeting. In addition, if you are a record holder of our common stock, your name is subject to verification against the list of record holders of our common stock on the record date prior to being admitted to the special meeting. If you are not a record holder but hold shares in street name, that is, with a broker, dealer, bank or other financial institution that serves as your nominee, you should be prepared to provide proof of beneficial ownership on the record date, such as your most recent account statement prior to the record date, or similar evidence of ownership. If you do not provide photo identification or comply with the other procedures outlined above upon request, you will not be admitted to the special meeting.

Adjournments and Postponements

Although, it is not currently expected, the special meeting may be adjourned or postponed for the purpose of soliciting additional proxies. Any adjournment may be made without notice (if the adjournment is not for more than 30 days and a new record date is not set) by an announcement made at the special meeting of the time, date and place of the

adjourned meeting. Any adjournment or postponement of the special meeting for the purpose of soliciting additional proxies will allow our shareholders who have already sent in their proxies to revoke them at any time prior to their use at the special meeting as adjourned or postponed.

Table of Contents

Dissenters Rights

Our shareholders are entitled to dissenters rights in connection with the Merger. This means that you are entitled to seek the fair cash value of your shares as a dissenting shareholder under Section 1701.85 of the ORC. The amount you receive may be more than, the same as or less than the amount you would have received under the Merger Agreement. To exercise your dissenters rights, among other things, you must submit a written demand to us within 10 days after the vote and must not vote or otherwise submit a proxy favor of the Merger proposal. Your failure to follow all of the requirements specified in the ORC will result in the loss of your dissenter s rights. See The Merger Dissenters Rights, beginning on page 47, and the text of Section 1701.85 of the ORC reproduced in its entirety as Annex F.

ADOPTION AND APPROVAL OF THE MERGER AGREEMENT (PROPOSAL NO. 1)

We are asking our shareholders to vote on a proposal to adopt and approve the Merger Agreement dated as of April 24, 2007, by and among Myers, Merger Sub and Buyer. Pursuant to the Merger Agreement, and upon the terms and conditions thereof, Merger Sub will merge with and into Myers, with Myers becoming a wholly-owned subsidiary of Buyer.

The independent members of our board of directors acting on the unanimous recommendation of the special committee of the board of directors recommend that you vote FOR the adoption and approval of the Merger Agreement.

THE PARTIES TO THE MERGER AGREEMENT

Myers Industries, Inc.

Myers Industries, Inc.
1293 South Main Street
Akron, Ohio 44301
(330) 253-5592

We are an international manufacturer of polymer products for industrial, agricultural, automotive, commercial, and consumer markets. We are also the largest wholesale distributor of tools, equipment, and supplies for the tire, wheel and under vehicle service industry in the United States.

Myers Holdings Corporation

Myers Holdings Corporation
c/o GS Capital Partners
85 Broad Street
New York, New York 10004
(212) 902-1000

Myers Holdings Corporation, which we refer to as Buyer, is a newly formed Delaware corporation. Buyer was formed for the purpose of entering into the Merger Agreement and consummating the transactions contemplated by the Merger Agreement. Buyer has not engaged in any business except activities incidental to its formation and in connection with the transactions contemplated by the Merger Agreement. Buyer is an entity owned by the Equity

Sponsors.

Table of Contents

Myers Acquisition Corporation

Myers Acquisition Corporation
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Myers Acquisition Corporation, which we refer to as Merger Sub, is a newly formed Ohio corporation and a direct wholly-owned subsidiary of Buyer. Merger Sub was organized solely for the purpose of entering into the Merger Agreement and consummating the transactions contemplated by the Merger Agreement. Merger Sub has not engaged in any business except activities incidental to its formation and in connection with the transactions contemplated by the Merger Agreement. Upon completion of the Merger, Merger Sub will cease to exist and we will continue as the surviving corporation.

Table of Contents

THE MERGER

Background of the Merger

In September 2006, a representative of GSCP contacted John C. Orr, our president and chief executive officer, and expressed GSCP s interest in a possible acquisition of the Company. Mr. Orr and a representative from KeyBanc, our financial advisor, met with representatives of GSCP on September 18, 2006 to discuss GSCP s interest. On September 20, 2006 at our board of directors meeting, Mr. Orr relayed the substance of that conversation to our board. At that board meeting, the members of our board discussed the opportunities presented by the interest from GSCP and discussed our strategic alternatives. Our board indicated a desire to entertain further discussions with GSCP after entering into a suitable confidentiality agreement, but determined that the completion of the acquisition of the ITML Horticultural Products, Inc. (ITML) transaction and the divestiture of our European Material Handling business segment needed to be management s priority. Following the board s discussion, on October 30, 2006, Mr. Orr, a representative of Benesch, Friedlander, Coplan & Aronoff, LLP (Benesch), our legal counsel, and a representative of KeyBanc met with a representative of GSCP and a representative of Fried, Frank, Harris, Shriver & Jacobson, LLP, GSCP s legal counsel, to discuss GSCP s interest and to understand the due diligence process required by GSCP.

At its next meeting on December 14, 2006, the board was updated regarding the discussions that occurred at the October 30, 2006 meeting and the progress on the ITML acquisition and the European divestiture. After discussion regarding management s ability to allocate the time to prepare a management presentation and appropriate diligence materials, the board determined to allow GSCP access to limited due diligence materials in order to allow GSCP to develop a definitive proposal that the board could consider. We formally retained KeyBanc as our financial advisor in connection with the proposed Merger on December 18, 2006.

At a February 7, 2007 board of directors meeting, Mr. Orr updated the members of our board on the status of the GSCP interaction and received approval for further discussions with GSCP. On February 7, 2007, we entered into a confidentiality agreement with GSCP for the purpose of providing GSCP with non-public information. During the following two days, February 8th and 9th, our management presented a description of our business segments and opportunities and estimates of future performance to representatives of GSCP. From February 10, 2007 through March 20, 2007, KeyBanc provided GSCP with significant due diligence materials, which included access to an electronic data room prepared by us, visits to a number of our facilities and several business due diligence conference calls and meetings to discuss financial, accounting, legal, tax, intellectual property, environmental, insurance and operations, among other topics. Specifically, on February 27, 2007 a business due diligence meeting was held at our headquarters in Akron, Ohio with representatives from GSCP, Ernst & Young LLP, GSCP s accounting advisor, the Company, KeyBanc and Benesch. That same day, representatives from GSCP met with Stephen E. Myers in New York, New York to introduce GSCP and discuss the Company and its history, its current business activities and future opportunities, market trends and resin cycle. On March 14, 2007, a second due diligence meeting was held at our headquarters in Akron, Ohio with representatives from GSCP, the Company, KeyBanc, Benesch and Ernst & Young.

On March 21, 2007, GSCP submitted a formal offer of $20.50 per share to acquire all of our outstanding equity interests. The offer was not subject to further due diligence and was accompanied by commitments for financing to complete the transaction. The deadline for our acceptance of GSCP s proposal was March 30, 2007 at 5:00 p.m. EDT.

On March 23, 2007, the board met telephonically to review GSCP s offer. KeyBanc presented an overview of the diligence performed by GSCP and the key financial terms of the GSCP offer and Benesch outlined the board s fiduciary obligations, confidentiality, and the purpose and responsibilities of a special committee. The board discussed potential conflicts of interest among members of our board, and determined that Mr. Orr and Mr. Myers should not sit

on a special committee. Thereafter, the board unanimously voted to create a special committee of independent directors consisting of Richard P. Johnston, Edward W. Kissel and Jon Outcalt

Table of Contents

(the Special Committee). The Special Committee was formed to, among other things, (1) analyze, review, consider and negotiate the terms of the GSCP offer, (2) identify, consider and negotiate strategic alternatives for us other than the GSCP offer, (3) utilize such methodologies, criteria and processes for evaluating the GSCP offer and other strategic alternatives for us as deemed reasonable and appropriate by the Special Committee, (4) report to the board (either in person, telephonically or by e-mail) as frequently as deemed reasonable and appropriate by our Special Committee regarding the activities of the Special Committee and (5) recommend to the board proposed courses of action with respect to the GSCP offer and any other strategic alternatives for us identified and/or determined to be feasible by our Special Committee. In addition, the board granted the Special Committee the authority, in its sole discretion, to engage legal, financial and other advisors.

At a telephonic Special Committee meeting held on March 28, 2007, Mr. Johnston was unanimously elected Chairman of the Special Committee. At that meeting, KeyBanc also presented an overview of the financial terms of the GSCP offer and Benesch reviewed the key legal terms of the proposed Merger Agreement. In executive session, after the representatives from KeyBanc and Benesch, respectively, had been excused from the meeting, the Special Committee unanimously agreed to engage KeyBanc as financial advisor to the Special Committee and Benesch as legal advisor to the Special Committee. After the meeting, at the Special Committee s request, GSCP extended the offer deadline to April 13, 2007.

On April 3, 2007, the Special Committee convened telephonically to review KeyBanc s preliminary financial analysis of the GSCP offer, Benesch s presentation of key legal terms of the GSCP offer, and to formulate a response to the GSCP offer. KeyBanc reviewed its preliminary financial analysis of the GSCP offer. Benesch provided a detailed analysis of the terms of the Merger Agreement, with an emphasis on the rationales for select provisions and a comparison to counterpart provisions from similarly completed recent transactions. Following these presentations, the Special Committee decided to continue reviewing further financial and legal analysis before responding to the GSCP offer.

On April 5, 2007, the Special Committee convened telephonically to review KeyBanc s presentation of the cost of equity, discuss strategic alternatives to the GSCP offer and to review a counter-proposal term sheet prepared by Benesch. KeyBanc s review focused on multiple valuation methodologies to help project our future equity value and comparable transactions from 2004 through 2007. Benesch then provided a summary of key provisions of the Merger Agreement to be included as part of a counter-proposal to GSCP s offer, along with a revised version of the proposed Merger Agreement. Throughout each presentation, the members of the Special Committee asked its advisors a number of questions on aspects of their presentations and the transaction and engaged in thorough discussion of the terms of the GSCP offer and strategic alternatives to the GSCP offer. The Special Committee decided to meet with the full board of directors on April 7, 2007 to report on its progress.

At an April 7, 2007 telephonic board of directors meeting, the Special Committee led a detailed discussion of the approach taken in analyzing the GSCP offer, including the materials reviewed and the meetings held. KeyBanc provided an overview of the financial terms of the GSCP offer and Benesch presented the legal terms of the proposed counter-proposal to the GSCP offer, which included, among other things, a reduced termination fee during the go-shop period. After thorough discussion with the members of the board of directors, the Special Committee determined to respond to the GSCP offer on the terms discussed with KeyBanc and Benesch.

On April 9, 2007, the Special Committee convened telephonically to determine the terms of the response to the GSCP offer based on the analyses performed to date by the Special Committee and discussions with both the board of directors and our management. After thorough discussion of these topics and consideration of various negotiating strategies, the Special Committee agreed on a counter-proposal to GSCP. KeyBanc conveyed the Special Committee s counter-proposal to GSCP in the evening on April 9, 2007.

On April 11, 2007, GSCP responded with an increased offer and accepted certain of our proposed terms, including the reduced termination fee during the go-shop period. The Special Committee convened telephonically to analyze this offer. KeyBanc presented a preliminary financial analysis of implied price per

Table of Contents

share of the increased offer under a number of different valuation methods. After discussion of the GSCP response and the presentation by KeyBanc, the Special Committee agreed to meet again to consider the latest offer from GSCP.

On April 12, 2007, the Special Committee convened telephonically to review the latest offer from GSCP and to discuss projected share prices for the Company under a number of different scenarios and valuation methods and to discuss the legal terms of the latest GSCP offer. KeyBanc presented a preliminary financial analysis of implied price per share using a number of different assumptions about the Company s future performance. Benesch provided an updated analysis of the legal terms in the latest offer from GSCP and compared it to the terms of GSCP s initial offer. After thorough discussion of the legal terms and the financial analysis, the Special Committee decided on a response to GSCP that was conveyed to GSCP that day by KeyBanc.

At a Special Committee meeting held telephonically on April 13, 2007, the Special Committee considered the new counter-offer received from GSCP earlier in the day, including an increased offer price, and discussed obtaining an extension of the offer deadline. KeyBanc conveyed the terms of the revised GSCP offer and indicated that the deadline to respond to GSCP s offer would be extended one week until April 20, 2007. The Special Committee discussed management s outlook for the Company and strategic alternatives to the GSCP offer and requested that management present their forecast at the next Special Committee meeting.

On April 16, 2007, the Special Committee convened telephonically to receive a presentation of our management s future outlook for the Company, review the financial aspects of the revised GSCP offer with KeyBanc and receive an update on the latest negotiations of the legal terms from Benesch. Mr. Orr and Donald A. Merril provided a detailed presentation of our historical financials and future projected financials based on management s assessment of the Company and the markets in which we operate. After management s presentation, KeyBanc further discussed its financial analysis of the terms of GSCP s latest offer. Benesch provided an update on the legal terms of GSCP s latest offer and clarified the Special Committee s position on several provisions of the proposed Merger Agreement that would continue to be negotiated. The Special Committee discussed strategic alternatives to the GSCP deal, considered management s projections and potential opportunities during a go-shop period and decided to make a new counter-offer to GSCP.

On April 17, 2007, the Special Committee convened telephonically to discuss GSCP s response to the Special Committee s last offer. KeyBanc reported that GSCP had met our Special Committee s price of $22.50 per share, but conditioned the new offer on certain additional terms , including elimination of the reduced termination fee during the go-shop period and an extended marketing period for their high yield offering prior to closing of the Merger. After considering the terms of GSCP s response, the Special Committee instructed KeyBanc and Benesch to continue negotiations of those additional terms.

On April 18, 2007, the Special Committee convened telephonically to discuss the Special Committee s recommendation to the board of directors to be made that same evening at a board of directors meeting. KeyBanc and Benesch provided an update to the terms of the GSCP counter-proposal including an extension of the offer deadline until April 24, 2007, provided indications of what the terms were expected to reflect and received feedback from the Special Committee on such projected terms. At a board of directors meeting later that day, the Special Committee presented a thorough outline of the Special Committee s process, negotiations, and analyses that had been conducted over the course of the past several weeks and generally updated the board regarding GSCP s latest proposal. KeyBanc reviewed its financial analysis of the GSCP offer and Benesch reviewed the legal terms and a timeline that outlined the process should the offer be accepted. The board asked numerous questions about the analyses conducted, the negotiations and the Special Committee s process for formulating its recommendation. Also, on April 18, 2007, the Special Committee contacted William Blair for the purpose of providing a second opinion with respect to the consideration to be paid pursuant to the Merger Agreement. William Blair subsequently received certain information including our current forecasts and held discussions with certain members of our senior management to discuss such

information.

Table of Contents

On April 20, 2007, the Special Committee convened telephonically to receive an update on the status of the negotiation of the proposed Merger Agreement from Benesch, to review additional financial analysis of the GSCP offer with KeyBanc and to formally engage William Blair.

On April 23, 2007, our Special Committee met at our headquarters in Akron, Ohio to finalize its recommendation to our board of directors to be made later that same evening. At this meeting, the Special Committee had a thorough discussion of strategic alternatives to selling the Company. The Special Committee also determined that it would review its decision making process in detail with the full board of directors in order to confirm that they understood the rationales underlying the Special Committee s recommendation. At a board of directors meeting, the Special Committee recommended that the board of directors vote in favor of the GSCP offer and recommend that our shareholders adopt and approve the Merger Agreement. Benesch provided the board with copies of the definitive Merger Agreement, the limited guarantee, a form of voting agreement among GSCP, Stephen E. Myers and Mary S. Myers and certain of their affiliates and a summary of the final definitive Merger Agreement. After lengthy discussion, the Special Committee invited William Blair and KeyBanc to provide their respective opinions as to the fairness of the GSCP offer.

William Blair reviewed its financial analysis of GSCP s offer. The board asked a number of questions and discussed matters reviewed by William Blair. William Blair then rendered to the Special Committee its oral opinion, which opinion was confirmed by a written opinion dated April 23, 2007, that, as of such date and based on and subject to certain assumptions and qualifications stated in its opinion, the consideration of $22.50 in cash per share of our common stock to be paid pursuant to the Merger Agreement was fair, from a financial point of view, to the holders of our outstanding shares of common stock (other than Buyer, Merger Sub and their respective affiliates). The full text of William Blair s opinion is attached as Annex C (see Opinion of William Blair & Company, beginning on page 35).

Following this, KeyBanc presented its financial analysis of the GSCP offer, and the board asked questions and discussed the matters reviewed by KeyBanc. KeyBanc then rendered to the board its oral opinion, which opinion was confirmed by a written opinion dated April 23, 2007, that, as of such date and based upon and subject to the matters described in the written opinion, the consideration to be received pursuant to the Merger Agreement was fair, from a financial point of view to the holders of our common stock. The full text of KeyBanc s opinion is attached as Annex B (see Opinion of KeyBanc Capital Markets, Inc., beginning on page 27). Following further deliberation surrounding the Special Committee s rationale, and based upon the Special Committee s recommendations, the board s discussions with representatives from Benesch, KeyBanc and William Blair, and the factors set forth below under *Reasons for the Merger*, the independent members of our board unanimously approved the definitive Merger Agreement and limited guarantee, and entry by the Myers Parties into a voting agreement supporting the GSCP transaction. Mr. Orr and Mr. Myers abstained from voting.

In the early morning of April 24, 2007, we executed the definitive Merger Agreement with Buyer Parties and a limited guarantee with the Equity Sponsors. The Myers Parties executed and delivered the Voting Agreement the morning of April 24, 2007. We subsequently issued a joint press release with GSCP announcing the transaction. We also filed a Current Report on Form 8-K with the SEC describing the transaction and notified the NYSE.

Go-Shop Period Activities

Following the execution of the Merger Agreement, representatives of KeyBanc, under the direction of the Special Committee identified 76 parties, including 18 potential strategic buyers and 56 potential financial buyers with a fund size of $1 billion dollars or more, which we believed to be a reasonable threshold for a financial buyer capable of consummating a transaction of this size.

KeyBanc contacted each of the 76 potential bidders and provided them with a general summary of our business and an outline of the process for submitting bids. Interested parties were asked to sign confidentiality and standstill agreements substantially similar to the one executed by GSCP prior to receiving any confidential information about us. Benesch and KeyBanc had conversations with several

Table of Contents

parties about modifying the terms of the confidentiality and standstill agreement. Ultimately, six parties negotiated and executed the confidentiality and standstill agreement, consisting of one strategic buyer and five financial bidders. The remaining parties either notified KeyBanc that they were not interested in exploring a potential transaction with us or were non-responsive to numerous follow-up contacts from KeyBanc.

The six parties who executed confidentiality and standstill agreements were provided with a more detailed confidential offering memorandum (the Offering Memorandum) analyzing our business and providing non-publicly available information. Following receipt of the Offering Memorandum, each of the six parties was provided a seven day period in which to formulate and submit a preliminary indication of interest, after which the parties would be provided access to the electronic data-room that we had compiled during GSCP s diligence investigation. KeyBanc continued to interact with these parties during this period to respond to questions and guide them in the process. Prior to the deadline for submitting the preliminary indications of interest, each of these six parties notified KeyBanc that they had decided to withdraw from the process and would not submit an indication of interest.

On June 11, 2007, we notified GSCP that no interested party had submitted a Takeover Proposal and that no party was still engaged in discussions with us regarding a potential transaction.

Throughout the go-shop period, the Special Committee met on a regular basis to vet the list of potential bidders who would be contacted and to assess the status of discussions with interested parties. The primary goals of the Special Committee during this process were to ensure that the process included as many potential qualified bidders as possible and that the process was conducted in such a manner as to protect the integrity of our confidential information from potential competitors who might be feigning interest in a transaction. The Special Committee, with advice from its legal and financial advisors, determined that the structured process utilized would allow them to balance these two goals without unduly burdening potential bidders.

Reasons for the Merger

The Special Committee unanimously (i) determined that the Merger is advisable and fair to, and in the best interests of, the Company and our shareholders, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Merger, and recommended to the board that it approve and declare advisable the Merger Agreement and the transactions contemplated thereby, including the Merger and (iii) recommended to our board that it recommend to our shareholders that they adopt and approve the Merger Agreement.

In the course of reaching its determination, the Special Committee considered the following substantive factors and potential benefits of the Merger, each of which the Special Committee believed supported its decisions:

- its belief, after a thorough, independent review, that the Merger was more favorable to the shareholders than the potential value that might result from other alternatives available to us, including remaining an independent company and pursuing the current business plan, pursuing a leveraged buyout transaction with another private equity firm, or pursuing a sale to or merger with a company in the same industry, given the potential rewards, risks and uncertainties associated with those alternatives;

- its belief that future revenue growth would likely be driven by significant acquisitions requiring further leveraging the Company, thereby increasing financial integration and execution risks associated with those acquisitions;

- its belief that, after conducting the go shop process, no other alternatives reasonably available to us and our shareholders would provide greater value to our shareholders within a timeframe comparable to that in which the

Merger would be completed, and the fact that the cash merger consideration of $22.50 per share allows our shareholders to realize in the near term a fair value, in cash, for their investment and provides such shareholders certainty of value for their shares;

Table of Contents

the current and historical market prices of our common stock relative to those of other industry participants and general market indices, and the fact that the cash merger consideration of $22.50 per share represents a premium of approximately 19.2% over the closing price of the common stock on March 21, 2007, the trading date when the board of directors first received an offer and a premium of approximately 4.6% over the closing price one day before we announced that our board of directors approved the Merger Agreement;

its belief that our stock price was not likely to trade at or above $22.50 in the near future. The Special Committee based this belief on a number of factors, including its familiarity with our business, operations, properties and assets; financial condition, business strategy, and our prospects (as well as the risks involved in achieving those prospects); the nature of the industries in which we compete; industry trends; and economic and market conditions, both on a historical and on a prospective basis;

the financial presentations of KeyBanc and its opinion to the effect that, as of April 23, 2007, and based upon and subject to the matters described therein, the consideration to be received pursuant to the Merger was fair, from a financial point of view, to the holders of our common stock;

the financial presentations of William Blair and its opinion to the effect that, as of April 23, 2007 and based upon and subject to the assumptions and qualifications stated therein, the consideration of $22.50 in cash per share of our common stock to be paid pursuant to the Merger Agreement was fair, from a financial point of view, to the holders of our outstanding shares of common stock (other than Buyer, Merger Sub and their respective affiliates);

the efforts made by the Special Committee and its advisors to negotiate a merger agreement favorable to us and our shareholders and the financial and other terms and conditions of the Merger Agreement, including the fact that the Merger Agreement is not subject to a financing condition;

the fact that the terms of the Merger Agreement allowed us, prior to the adoption and approval of the Merger Agreement by our shareholders, to solicit proposals during the 45 day go-shop period and respond to unsolicited acquisition proposals under certain circumstances during that period and thereafter;

the fact that during the go shop period we, with the assistance of representatives from KeyBanc, conducted a wide-ranging market check process to solicit indications of interest for a business combination involving our company that yielded no other party willing to bid at a per share price higher than the final per share price proposed by GSCP (see Background of the Merger , beginning on page 20);

due to the time value of money, a potentially higher acquisition price in the future (which assumes, among other things, the successful implementation of our planned initiatives), when discounted to present value, may not yield a higher price to our shareholders than the price proposed by GSCP;

the fact that the price proposed by GSCP reflected extensive negotiations among the parties, including the fact that the price per share of common stock agreed to in the Merger Agreement is $2.00 per share higher than the original offer price contained in GSCP s initial offer letter;

the fact that we are a highly diverse business with four distinct business segments, for which no other company has a directly comparable business model and the investment community has had difficulty accurately evaluating our financial condition, business strategy and prospects;

the fact that, given the very limited number of large companies engaged in the same businesses as us, the board thought it was unlikely that there would be a strategic buyer for our business;

although several strategic buyers were solicited during the go-shop period, each declined to make an offer;

the fact that, unlike certain business combinations involving financial buyers, no member of our management has entered into any arrangements with GSCP regarding voting arrangements or

Table of Contents

potential employment opportunities, which may make it more likely that a competitive bid for our business may arise;

the receipt of an executed limited guarantee from the Equity Sponsors providing for the guarantee of GSCP s obligations to pay the termination fee, if such obligations are required to be satisfied by GSCP under the Merger Agreement, up to a maximum cap of $35 million;

the experience and reputation of GSCP in completing significant acquisitions;

the limited number of potential purchasers with the financial ability to acquire us;

the fact that, subject to compliance with the terms and conditions of the Merger Agreement, we are permitted to terminate the Merger Agreement, prior to the adoption and approval of the Merger Agreement by our shareholders, in order to approve an alternative transaction proposal by a third party that is a superior proposal as defined in the Merger Agreement, upon the payment to Buyer of a $25 million termination fee;

the commitment made by Buyer and Merger Sub to treat our employees in a fair and equitable manner, including (i) to provide each employee of the company and its subsidiaries with employee benefits plans that are similar to those provided under our benefit plans, programs, policies, practices and arrangements (excluding equity-based programs) in effect at the closing of the Merger and (ii) to maintain for a period of at least one year after the closing of this Merger severance benefits for our employees terminated during that period that are no less favorable than those that are in effect at the time of the Merger; and

the availability of dissenters rights to holders of our common stock who comply with all of the required procedures under Ohio law, which allows such holders to seek the fair cash value of their shares in accordance with the ORC.

The Special Committee also considered a variety of risks and other potentially negative factors concerning the Merger and the Merger Agreement, including the following:

the risks and costs to us if the Merger does not close, including the diversion of management and employee attention, employee attrition and the effect on business and customer relationships;

the fact that our shareholders, whose shares are acquired for cash in the Merger, will not participate in any future earnings or growth of our business and will not benefit from any appreciation in the value of our business;

the potential interests of our officers and directors in the Merger described under Interests of Our Directors and Executive Officers in the Merger, beginning on page 41;

the risk that, while we expect that the Merger will be consummated, we have no assurance that all conditions to the parties obligations to consummate the Merger will be satisfied, and as a result, it is possible that the Merger may not be consummated even if it is approved by our shareholders;

the possibility that the $25 million termination fee payable by us under specified circumstances may discourage another party from making a competing and more favorable proposal to acquire us;

the restrictions on the conduct of our business prior to the consummation of the Merger, requiring us to conduct our business in the ordinary course consistent with past practice, subject to specific exceptions, which may delay or prevent us from undertaking business opportunities that may arise pending completion of the Merger;

the fact that an all-cash transaction would be taxable to our shareholders that are U.S. persons for U.S. federal income tax purposes; and

the fact that our only remedy for a breach of the Merger Agreement by Buyer or Merger Sub, even a breach that is deliberate or willful, is the liquidated damages payment of $25 million, or $35 million in certain circumstances.

Table of Contents

This discussion summarizes the material facts considered by the Special Committee in its consideration of the Merger. After considering these factors, the Special Committee concluded that the positive factors relating to the Merger Agreement and the Merger outweighed the potential negative factors. In view of the wide variety of factors considered by the Special Committee, and the complexity of these matters, the Special Committee did not find it practicable to quantify or otherwise assign relative weights to the foregoing factors. In addition, individual members the Special Committee may have assigned different weights to various factors. The Special Committee unanimously approved and recommended the Merger Agreement and the Merger based upon the totality of the information presented to and considered by it.

Recommendation of Our Board of Directors

The independent members of our board of directors, acting on the unanimous recommendation of the Special Committee of the board of directors, have unanimously approved the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement, and have declared that the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of the company and our shareholders. Mr. Orr and Mr. Myers abstained from voting. Accordingly, the independent members of our board of directors unanimously recommend that you vote **FOR** the adoption and approval of the Merger Agreement. The independent members of our board of directors also unanimously recommend that you vote **FOR** the proposal to adjourn or postpone the special meeting, if necessary, to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement.

Opinion of KeyBanc Capital Markets, Inc.

KeyBanc was asked by the Special Committee to render an opinion to the Special Committee as to the fairness, from a financial point of view, of the consideration to be paid pursuant to the Merger Agreement to the holders of our common stock. On April 23, 2007, KeyBanc delivered to the Special Committee (in the presence of our board of directors) its oral opinion, subsequently confirmed in writing on that date, that, as of the date of its opinion, based upon and subject to the assumptions, limitations and qualifications contained in its opinion, and other matters KeyBanc considers relevant, the consideration to be paid to our stockholders pursuant to the Merger Agreement is fair, from a financial point of view, to the holders of our common stock.

THE FULL TEXT OF THE WRITTEN OPINION OF KEYBANC IS ATTACHED TO THIS PROXY STATEMENT AS ANNEX B AND INCORPORATED INTO THIS PROXY STATEMENT BY REFERENCE. WE URGE YOU TO READ THAT OPINION CAREFULLY AND IN ITS ENTIRETY FOR THE ASSUMPTIONS MADE, PROCEDURES FOLLOWED, OTHER MATTERS CONSIDERED AND LIMITS OF THE REVIEW UNDERTAKEN IN ARRIVING AT THAT OPINION.

KEYBANC WAS RETAINED TO SERVE AS FINANCIAL ADVISOR TO THE SPECIAL COMMITTEE AND NOT AS AN ADVISOR TO OR AGENT OF ANY OF OUR SHAREHOLDERS. KEYBANC S OPINION WAS PREPARED FOR CONFIDENTIAL USE BY THE SPECIAL COMMITTEE AND IS DIRECTED ONLY TO THE FAIRNESS, FROM A FINANCIAL POINT OF VIEW, AS OF THE DATE OF THE OPINION, OF THE CONSIDERATION TO BE PAID PURSUANT TO THE MERGER AGREEMENT TO THE HOLDERS OF OUR COMMON STOCK AND DOES NOT ADDRESS OUR UNDERLYING BUSINESS DECISION TO ENTER INTO THE MERGER AGREEMENT OR ANY OTHER TERMS OF THE MERGER OR THE MERGER AGREEMENT. KEYBANC S OPINION DOES NOT CONSTITUTE A RECOMMENDATION TO OUR SHAREHOLDERS AS TO HOW YOU SHOULD VOTE AT ANY SHAREHOLDERS MEETING HELD IN CONNECTION WITH THE MERGER.

No restrictions or limitations were imposed by the Special Committee on KeyBanc with respect to the investigations made or the procedures followed by KeyBanc in rendering its opinion.

Table of Contents

In rendering its opinion, KeyBanc reviewed, among other things:

- a draft of the Merger Agreement, dated April 19, 2007;
- certain publicly available information concerning us, including our Annual Reports on Form 10-K for each of the years ended December 31, 2004, 2005 and 2006;
- certain other internal information, primarily financial in nature, including projections concerning the business and operations of us furnished to KeyBanc by our management;
- certain publicly available information concerning the trading of, and the trading market for, our shares of common stock;
- certain information concerning Buyer and Merger Sub and their financing sources;
- certain publicly available information with respect to other publicly traded companies that KeyBanc believed to be comparable to us and the trading markets for certain of such other companies securities; and
- certain publicly available information concerning the nature and terms of certain other transactions that KeyBanc considered relevant to its inquiry.

KeyBanc also met with certain of our officers and employees to discuss our business and prospects, as well as other matters KeyBanc believed were relevant, and considered such other data and information that KeyBanc judged necessary to render its opinion.

You should note that in rendering its opinion, KeyBanc assumed and relied upon the accuracy and completeness of all of the financial and other information provided to it or otherwise reviewed by or discussed with KeyBanc or publicly available. KeyBanc also assumed the accuracy of and relied upon the representations and warranties of us, Buyer and Merger Sub contained in the Merger Agreement. KeyBanc was not engaged to, and did not independently attempt to, verify any of that information. KeyBanc also relied upon our management as to the reasonableness and achievability of the financial and operating projections (and the assumptions and bases for those projections) provided to it, and assumed, with the consent of the Special Committee, that those projections were reasonably prepared and reflected our best currently available estimates and judgments. KeyBanc was not engaged to assess the reasonableness or achievability of those projections or the assumptions on which they were based and expressed no view on those matters. KeyBanc did not conduct a physical inspection or appraisal of any of our assets, properties or facilities, nor was it furnished with any evaluation or appraisal. KeyBanc also assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the Merger would be obtained without a material adverse effect on us or the Merger.

KeyBanc was not asked to, nor did it render, any opinion as to the material terms of the Merger Agreement or the form of the merger transaction. KeyBanc, with the consent of the Special Committee, assumed that the final executed form of the Merger Agreement would not differ in any material respect from the draft that KeyBanc examined in rendering its opinion, and that the conditions to the Merger as set forth in the Merger Agreement would be satisfied and that the Merger would be completed on a timely basis in the manner contemplated by the Merger Agreement. As of the date of its opinion, KeyBanc did not solicit, nor was it asked to solicit, third party interest in a transaction involving us.

KeyBanc s opinion is based on economic and market conditions and other circumstances existing on, and information made available, as of the date of its opinion and does not address any matters after such date. Although subsequent developments may affect its opinion, KeyBanc does not have the obligation to update, revise or reaffirm its opinion.

The following is a brief summary of the analyses performed by KeyBanc in connection with its opinion. This summary is not intended to be an exhaustive description of the analyses performed by KeyBanc but includes all material factors considered by KeyBanc in rendering its opinion. KeyBanc drew no specific conclusions from any individual analysis, but subjectively factored its observations from all of these

Table of Contents

analyses into its qualitative assessment of the consideration to be paid to the holders of our common stock pursuant to the Merger Agreement.

Each analysis performed by KeyBanc is a common methodology utilized in determining valuations. Although other valuation techniques may exist, KeyBanc believes that the analyses described below, when taken as a whole, provide the most appropriate analyses for KeyBanc to arrive at its opinion.

Historical Stock Trading Analysis

KeyBanc conducted an analysis of the share price and trading volume trends of our common stock over the three month, one year and three year time frames ended April 20, 2007. KeyBanc noted that our shares have never traded at or above the consideration to be paid pursuant to the Merger Agreement of $22.50 per share in any of those periods.

Premiums Paid Analysis

Using publicly available information, KeyBanc conducted an analysis of premiums paid in recent going private transactions. KeyBanc reviewed 236 going private transactions involving U.S. targets, excluding financial services industry transactions, occurring within the three years prior to the date of its opinion.

For each of the target companies involved in the 236 going private transactions, KeyBanc examined the closing stock price one day, one week and thirty days prior to announcement of the relevant transaction, and the highest closing price during the 52 weeks prior to announcement in order to calculate the premium paid by the acquiror over the target s closing stock price at those points in time. KeyBanc then determined the median, 25th percentile and 75th percentile premiums observed for each of the examined time periods.

KeyBanc then compared those premiums to the price per share at those points in time relative to the announcement of the Merger compared to the $22.50 per share consideration to be paid pursuant to the Merger Agreement. The results of this transaction premium analysis are set forth in the table below.

Implied Premium

	52-Week High Closing	**1 Day**	**1 Week**	**30 Day**
Median	1.7%	18.0%	21.0%	23.0%
25th Percentile	(11.9)%	9.8%	11.0%	11.0%
75th Percentile	12.1%	32.0%	31.3%	36.0%
Myers Stock Price	$20.96	$20.96	$20.13	$18.88
Merger at $22.50 per share	7.3%	7.3%	11.8%	19.2%

No transaction utilized in the premiums paid analysis is identical to the Merger. In evaluating the transactions, KeyBanc made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of either us or Buyer. Mathematical analysis of comparable transaction data (such as determining medians) in isolation from other analyses is not an effective method of evaluating transactions.

Precedent Transaction Analysis

KeyBanc conducted an analysis of publicly announced transactions involving companies with certain attributes similar to ours. Due to the diversity of our business segment end markets and operations, KeyBanc analyzed each of our four reporting segments separately.

In particular, KeyBanc reviewed certain publicly available financial data and purchase prices paid in 35 other comparable merger and acquisition transactions announced between January 2004 and April 2007. KeyBanc selected these transactions based on the recent period in which they were completed and the similarity between us and the involved companies products, manufacturing processes, end markets, distribution channels and/or raw material exposure.

Table of Contents

Our operations are divided among a material handling segment, a lawn and garden segment, an auto and custom segment and a distribution segment, whereas each of the companies involved in the precedent transactions primarily conducts operations in only one of these industries. KeyBanc selected nine comparable transactions in each of the material handling industry, the lawn and garden industry and the auto and custom industry, and eight comparable transactions in the distribution industry.

Material Handling Industry

Month and Year of Announcement	Seller	Buyer
March 2007	Schoeller Arca Systems, N.A.	Myers Industries
October 2006	Myers Industries European MH	Linpac Material Handling, Inc.
August 2006	Rotonics Manufacturing	Spell Capital Partners
June 2006	BPC Holding Corp. (Berry Plastics)	Apollo Management / Graham Partners
November 2005	Code Hennessy & Simmons LLC (Precise Technology Inc.)	Rexam PLC
September 2005	Delta Plastics, Inc.	Rexam PLC
June 2005	Pactiv (NA Flexible Packaging unit)	AEA Investors
May 2005	Kerr Group, Inc.	BPC Holding Corp. (Berry Plastics)
June 2004	NAMPAC	BWAY Corp. (Kelso & Co. LP)

Lawn & Garden Industry

Month and Year of Announcement	Seller	Buyer
December 2006	ITML Horticultural Products, Inc.	Myers Industries
August 2006	Rotonics Manufacturing	Spell Capital Partners
July 2006	Summa Industries	Habasit AG
September 2005	Delta Plastics, Inc.	Rexam PLC
May 2005	Kerr Group, Inc.	BPC Holding Corp. (Berry Plastics)
December 2004	Sintex Industries Ltd.	Warburg Pincus LLC
October 2004	Home Products International	Storage Acquisition Co. LLC
June 2004	Ames True Temper	Castle Harlan Partners
June 2004	NAMPAC	BWAY Corp. (Kelso & Co. LP)

Table of Contents

Auto & Custom Industry

Month and Year of Announcement	Seller	Buyer
March 2007	Goodyear Tire & Rubber (Engineered Products Division)	The Carlyle Group
December 2006	Bandag Inc.	Bridgestone Americas Holding, Inc.
May 2006	Avon Automotive	Red Diamond Capital
April 2005	Wellington Holdings PLC	Fenner PLC
September 2004	Cooper-Standard Automotive (Cooper Tire & Rubber)	Cypress Group, Goldman Sachs Group
July 2004	Affinia Group Inc. (Dana Corp. aftermarket unit)	Cypress Group
June 2004	Stanadyne Automotive Corp.	Kohlberg & Co. LLC
March 2004	Phoenix AG	Continental AG
February 2004	Michigan Rubber Products Inc.	Myers Industries

Distribution Industry

Month and Year of Announcement	Seller	Buyer
April 2006	SunSource Technology Services (Allied Capital Corp.)	Code Hennessy & Simmons LP
March 2006	J&L America, Inc. (Kennametal Inc.)	MSC Industrial Direct
November 2005	Rutland Tool & Supply Co.	Lawson Products
September 2005	TBC Corp.	Sumitomo Corp.
April 2005	Noland Co.	WinWholesale, Inc.
February 2005	American Tire Distributors	Investcorp
July 2004	Affinia Group Inc. (Dana Corp. aftermarket unit)	Cypress Group
February 2004	The Hillman Cos., Inc. (Allied Capital Corp.)	Code Hennessy & Simmons LP

For each transaction in each industry, KeyBanc initially calculated the total enterprise value of the transaction (based on the acquisition price) as a multiple of the target company s earnings before interest, taxes, depreciation and amortization (EBITDA), to the extent available, for the last twelve months (LTM) ended on the last day of the period covered by the target company s Form 10-K or Form 10-Q, as applicable, last filed prior to the announcement of the relevant transaction. In calculating such multiples, KeyBanc calculated the total enterprise value of the transaction as the market value of the relevant target company s equity securities plus its indebtedness and minority interests less its cash and cash equivalents.

KeyBanc then determined the median EBITDA multiples for the selected precedent transactions in each of the material handling (7.4x), lawn and garden (7.0x), auto and custom (6.5x), and distribution (9.1x) industries, and estimated a range of multiples around each such median (calculated as the median plus and minus 0.5x). To generate a range of implied enterprise values for each of our four business segments, KeyBanc then multiplied the endpoints of each multiple range by our management s corresponding 2006 pro forma EBITDA for each of our four respective business segments. KeyBanc added together the ranges of the four industries to estimate a range of enterprise values for us as a whole ($811.7 million to $928.9 million). KeyBanc then calculated a range of equity values of us as a whole ($535.7 million to

Table of Contents

$652.9 million) and a range of implied prices per share of our common stock ($15.10 to $18.41). The results of these and other calculations are set forth below:

Myers Segment	Segment Adjusted 2006PF EBITDA ($ in millions)	EV/LTM EBITDA Range from Comps	Implied EV Contribution ($ in millions)
Material Handling	$ 47.0	6.9x - 7.9x	$322.2 - $369.2
Lawn & Garden	32.4	6.5x - 7.5x	212.0 - 244.4
Auto & Custom	17.9	6.0x - 7.0x	107.1 - 125.0
Distribution	19.9	8.6x - 9.6x	170.4 - 190.3
Sum-of-Parts Enterprise Value			**$811.7 - $928.9**
Less: Net Debt at March 31, 2007			(276.0) - (276.0)
Sum-of Parts Equity Value			535.7 - 652.9
Sum-of-Parts Share Price			**$15.10 - $18.41**
Multiple of 2006PF EBITDA			6.9x - 7.9x
Multiple of 2007E EBITDA			6.0x - 6.9x

KeyBanc noted that the consideration to be paid pursuant to the Merger Agreement of $22.50 per share exceeds the per-share price range ($15.10 to $18.41) calculated based on the precedent transactions.

No transaction utilized in the precedent transaction analysis is identical to the Merger. In evaluating the transactions, KeyBanc made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of either us or the Buyer. Mathematical analysis of comparable transaction data (such as determining means and medians) in isolation from other analyses is not an effective method of evaluating transactions.

Comparable Public Company Analysis

KeyBanc conducted an analysis of the trading multiples of a comparable group of publicly traded companies with certain attributes similar to ours. Due to the diversity of our business segment end markets and operations, KeyBanc analyzed each of our four reporting segments separately.

In particular, KeyBanc reviewed and compared publicly available selected financial data and stock trading prices for 27 publicly traded companies that KeyBanc deemed were comparable to us, eight of which are in the material handling industries, seven of which are in the lawn and garden industries, six of which are in the auto and custom industries, and six of which are in the distribution segment. KeyBanc selected these companies based on their similarity to us with respect to products, end markets, distribution channels and/or raw material exposure. While our operations are divided into four business segments, each of the selected companies primarily conducts operations in only one of the four industries. The comparable companies chosen by KeyBanc included:

Material Handing Segment
AEP Industries Inc.
Constar International Inc.

Auto & Custom Segment
Core Molding Technologies Inc.
Cooper Tire & Rubber Co.

Greif Inc.
IPL Inc.
Intertape Polymer Group Inc.
Packaging Corp. of America
RPC Group plc
Winpak Ltd.

Hayes Lemmerz International Inc.
Modine Manufacturing Co.
Tenneco Inc.
Visteon Corp.

Table of Contents

Lawn & Gardening Segment	**Distribution Segment**
Atlantis Plastics Inc.	Applied Industrial Technologies Inc.
Central Garden & Pet Co.	Dorman Products, Inc.
Constar International Inc.	Genuine Parts Co.
Fiskars Oyj	Industrial Distribution Group Inc.
The Scotts Miracle-Gro Co.	Keystone Automotive Industries Inc.
Silgan Holdings Inc.	Lawson Products Inc.
Spartech Corp.	

For each of these comparable companies, KeyBanc initially calculated the applicable company s total enterprise value as of April 20, 2007 as a multiple of that company s EBITDA for the LTM ended on the last day of the period covered by its most recently filed Form 10-K or Form 10-Q, as applicable.

KeyBanc then determined the median LTM EBITDA multiple for the comparable companies in each of the material handling (7.2x), lawn and garden (8.6x), auto and custom (5.3x), and distribution (9.8x) industries, and estimated a range of multiples around each such median (calculated as the median plus and minus 0.5x). To generate a range of implied enterprise values for each of our four business segments, KeyBanc then multiplied the endpoints of each LTM EBITDA multiple range for the comparable companies times our management s corresponding 2006 pro forma EBITDA estimate for each of our four respective business segments. KeyBanc added together the ranges of the four segments to estimate a range of enterprise values for us as a whole ($848.3 million to $965.5 million). KeyBanc then calculated a range of equity values of us as a whole ($572.3 million to $689.5 million) and a range of implied prices per share of our common stock ($16.14 to $19.44). The results of these and other calculations are set forth below:

Myers Segment	**Segment Adjusted 2006PF EBITDA ($ in millions)**	**EV/LTM EBITDA Range from Comps**	**Implied EV Contribution ($ in millions)**
Material Handling	$ 47.0	6.7x - 7.7x	$313.0 - $360.0
Lawn & Garden	32.4	8.1x - 9.1x	263.2 - 295.6
Auto & Custom	17.9	4.8x - 5.8x	86.2 - 104.1
Distribution	19.9	9.3x - 10.3x	185.9 - 205.8
Sum-of-Parts Enterprise Value			**$848.3 - $965.5**
Less: Net Debt at March 31, 2007			(276.0) - (276.0)
Sum-of Parts Equity Value			572.3 - 689.5
Sum-of-Parts Share Price			**$16.14 - $19.44**
Multiple of 2006PF EBITDA			7.2x - 8.2x
Multiple of 2007E EBITDA			6.3x - 7.1x

KeyBanc noted that the consideration of $22.50 to be paid pursuant to the Merger Agreement exceeds the per-share price range ($16.14 to $19.44) calculated based on the comparable companies.

No company utilized in the comparable public company analysis is identical to us. KeyBanc made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of either us or the Buyer. Mathematical analysis of comparable

public companies (such as determining means and medians) in isolation from other analyses is not an effective method of evaluating transactions.

Leveraged Buyout Analysis

KeyBanc performed a leveraged buyout analysis of the Company to evaluate the attractiveness to a typical financial buyer of an acquisition at the consideration of $22.50 to be paid pursuant to the Merger Agreement. A leveraged buyout involves the acquisition or recapitalization of a company financed primarily by incurring indebtedness that is serviced by the operating cash flow of the company after the leveraged

Table of Contents

buyout. KeyBanc analyzed a scenario, using our management s projections, whereby our common stock would be purchased by a financial buyer at a price ranging from $20.50 to $24.50 per share. The scenario assumed total debt of 6.6x 2006 pro forma EBITDA and a terminal equity value in the year 2011 ranging from 7.0x to 8.0x 2011 projected EBITDA. This analysis implied an internal rate of return (IRR) range of 15.0% to 32.1%. KeyBanc noted that based on the above assumptions, the merger consideration of $22.50 per share to be paid pursuant to the Merger Agreement implied an IRR range of 19.8% to 25.4%.

Discounted Cash Flow Analysis

KeyBanc analyzed various financial projections prepared by our management for the period from July 1, 2007 through December 31, 2011 and performed a discounted cash flow analysis of the Company based on these projections. A discounted cash flow analysis is a methodology used to derive a valuation of a corporate entity by discounting to the present its future expected cash flows. The discounted cash flow analysis was conducted by estimating our weighted average cost of capital (WACC) at a range of 12.0% to 14.0%. KeyBanc discounted to present value, as of June 30, 2007, our projected free cash flows for each of the six-month periods ending December 31, 2007 and the years 2008 through 2011, and a range of terminal values for us (the calculated range of values of us at the end of the projection period). KeyBanc calculated the range of terminal values in year 2011 by multiplying an illustrative range of EBITDA multiples (7.0x to 8.0x) times our projected EBITDA for the year 2011. KeyBanc calculated a range of enterprise values of us by adding together the ranges of discounted cash flows and discounted terminal values calculated as described above. KeyBanc then calculated a range of equity values of us as a whole and the implied values per share of our common stock ($21.49 to $26.74). The results of KeyBanc s discounted cash flow analysis are set forth below:

		Exit EBITDA Multiple ($ in millions)		
		7.0x	**7.5x**	**8.0x**
WACC	**12.0%**	$ 23.57	$ 25.15	$ 26.74
	12.5%	23.03	24.58	26.14
	13.0%	22.51	24.03	25.55
	13.5%	21.99	23.48	24.98
	14.0%	21.49	22.95	24.42

While discounted cash flow analysis is a widely accepted and practiced valuation methodology, it relies on a number of assumptions, including growth rates, terminal multiples and discount rates. The valuation derived from the discounted cash flow analysis is not necessarily indicative of our present or future value or results. Discounted cash flow analysis in isolation from other analyses is not an effective method of evaluating transactions.

Conclusion

The summary set forth above describes the principal analyses performed by KeyBanc in connection with its opinion delivered to the Special Committee (in the presence of our board of directors) on April 23, 2007. The preparation of a fairness opinion involves various determinations as to the most appropriate and relevant methods of financial analysis and the application of these methods to the particular circumstances and, therefore, the analyses underlying the opinion are not readily susceptible to summary description. Each of the analyses conducted by KeyBanc was carried out in order to provide a different perspective on the Merger and add to the total mix of information available. KeyBanc did not form a conclusion as to whether any individual analysis, considered in isolation, supported or failed to support an opinion as to fairness from a financial point of view. Rather, in reaching its conclusion, KeyBanc considered the results of the analyses in light of each other and ultimately reached its opinion based upon the results of

all analyses taken as a whole. Except as indicated above, KeyBanc did not place particular reliance or weight on any individual analysis, but instead concluded that its analyses, taken as a whole, support its determination.

Table of Contents

Accordingly, notwithstanding the separate factors summarized above, KeyBanc believes that its analyses must be considered as a whole and that selecting portions of its analysis and the factors considered by it, without considering all analyses and factors, could create an incomplete or misleading view of the evaluation process underlying its opinion. In performing its analyses, KeyBanc made numerous assumptions with respect to industry performance, business and economic conditions and other matters. The analyses performed by KeyBanc are not necessarily indicative of actual value or future results, which may be significantly more or less favorable than suggested by the analyses.

Miscellaneous

KeyBanc has also acted as financial advisor to the Special Committee in connection with the Merger, pursuant to the terms of an engagement letter dated April 3, 2007. The Special Committee was authorized by us to pay KeyBanc, as set forth in the engagement letter, a transaction fee of $8,560,000 for such services, a significant portion of which is contingent upon the consummation of the Merger, and a $1,000,000 fee for rendering its opinion to the Special Committee, which fee will be credited against any fee earned by KeyBanc for its role as financial advisor to the Special Committee in connection with the Merger. The Special Committee was authorized by us to reimburse KeyBanc for its reasonable out-of-pocket expenses under certain circumstances, and to indemnify KeyBanc and related persons against liabilities in connection with its engagements. The terms of the fee arrangement with KeyBanc were negotiated at arm s-length between the Special Committee and KeyBanc.

KeyBanc has, in the past, provided investment and commercial banking and services to us, for which KeyBanc has received customary compensation. In the ordinary course of business, KeyBanc may actively trade the securities of us for its own account and for the accounts of its customers and, accordingly, may at any time hold a long or short position in those securities.

Opinion of William Blair & Company

William Blair was retained to act as financial advisor to the Special Committee to render certain investment banking services in connections with a potential business combination. As part of its engagement, the Special Committee requested William Blair to render an opinion to the Special Committee as to whether the $22.50 per share consideration to be received by the holders (other than Buyer or its affiliates) of our outstanding shares of common stock was fair to such holders from a financial point of view. On April 23, 2007, William Blair delivered its oral opinion to the Special Committee and subsequently confirmed in writing that, as of that date and based upon and subject to the assumptions and qualifications stated in its opinion, the consideration of $22.50 in cash per share of our common stock to be paid pursuant to the Merger Agreement was fair, from a financial point of view, to the holders of our outstanding shares of common stock (other than Buyer, Merger Sub or their respective affiliates).

William Blair provided the opinion described above for the information and assistance of the Special Committee in connection with its consideration of the Merger. The terms of the Merger Agreement and the amount and form of the consideration to be paid pursuant to the Merger Agreement, however, were determined through negotiations between the Special Committee and Buyer and were recommended by the Special Committee for approval by the board of directors and approved by the board of directors. William Blair did not recommend any specific consideration to us or the Special Committee or that any specific consideration constituted the only appropriate consideration for the Merger.

THE FULL TEXT OF WILLIAM BLAIR S WRITTEN OPINION, DATED APRIL 23, 2007, IS ATTACHED AS ANNEX C TO THIS PROXY STATEMENT AND INCORPORATED INTO THIS DOCUMENT BY REFERENCE. YOU ARE URGED TO READ THE ENTIRE OPINION CAREFULLY AND IN ITS ENTIRETY TO LEARN ABOUT THE ASSUMPTIONS MADE, PROCEDURES FOLLOWED, MATTERS

CONSIDERED AND LIMITS ON THE SCOPE OF THE REVIEW UNDERTAKEN BY WILLIAM BLAIR IN RENDERING ITS OPINION. WILLIAM BLAIR S OPINION WAS DIRECTED TO THE SPECIAL COMMITTEE OF THE BOARD OF DIRECTORS FOR ITS BENEFIT AND USE IN EVALUATING THE FAIRNESS OF THE CONSIDERATION TO BE PAID PURSUANT TO THE MERGER AGREEMENT

Table of Contents

AND RELATES ONLY TO THE FAIRNESS, FROM A FINANCIAL POINT OF VIEW, OF THE CONSIDERATION TO BE RECEIVED BY THE HOLDERS OF OUR OUTSTANDING SHARES OF COMMON STOCK (OTHER THAN BUYER, MERGER SUB OR THEIR RESPECTIVE AFFILIATES) IN THE MERGER PURSUANT TO THE MERGER AGREEMENT, DOES NOT ADDRESS ANY OTHER ASPECT OF THE PROPOSED MERGER OR ANY RELATED TRANSACTION, AND DOES NOT CONSTITUTE A RECOMMENDATION TO ANY SHAREHOLDER AS TO HOW THAT SHAREHOLDER SHOULD VOTE WITH RESPECT TO THE MERGER AGREEMENT OR THE MERGER. WILLIAM BLAIR DID NOT ADDRESS THE MERITS OF THE UNDERLYING DECISION BY US TO ENGAGE IN THE MERGER. THE FOLLOWING SUMMARY OF WILLIAM BLAIR S OPINION IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE FULL TEXT OF THE OPINION.

In connection with its opinion, William Blair examined or discussed, among other things:

drafts of the Merger Agreement (draft dated April 22, 2007) and voting agreement (draft dated April 20, 2007), guarantees (draft dated March 21, 2007) and financing letters (draft dated April 11, 2007) (we refer to such forms of agreements as the transaction agreements);

our audited historical financial statements for the three years ended December 31, 2006;

certain of our internal business, operating and financial information and forecasts for 2007 to 2011 (which we refer to as the forecasts), prepared by our senior management;

information regarding publicly available financial terms of certain other business combinations that William Blair deemed relevant;

our financial position and operating results compared with those of certain other publicly traded companies that William Blair deemed relevant;

current and historical market prices and trading volumes of our common stock; and

certain other publicly available information on us.

William Blair also held discussions with certain members of our senior management to discuss the foregoing, considered other matters which it deemed relevant to its inquiry, and took into account those accepted financial and investment banking procedures and considerations that it deemed relevant. William Blair was not requested to, nor did William Blair, solicit the interest of other parties in a possible business combination transaction with us.

In rendering its opinion, William Blair assumed and relied, without independent verification, upon the accuracy and completeness of all the information examined by or otherwise reviewed or discussed with William Blair for purposes of the opinion including, without limitation, the forecasts, and William Blair did not assume any responsibility or liability therefor. William Blair did not make or obtain an independent valuation or appraisal of the assets, liabilities or solvency of us or Buyer or Merger Sub (or any of their respective affiliates), nor were any such valuations or appraisals provided to William Blair. William Blair was advised by our senior management that the forecasts examined were reasonably prepared on bases reflecting the best estimates then available and judgments of our management. In that regard, William Blair assumed, with the consent of the Special Committee, that (i) the forecasts would be achieved in the amounts and at the times contemplated thereby and (ii) all of our material assets and liabilities (contingent or otherwise) were as set forth in its financial statements or other information made available to William Blair. William Blair expressed no opinion with respect to the forecasts or the estimates and judgments on which they were based. William Blair was not requested to, and it did not, participate in the negotiation or structuring

of the Merger and was not asked to consider, and its opinion did not address, the relative merits of the Merger as compared to any alternative business strategies that might exist for us or the effect of any other transaction in which we might engage. William Blair s opinion was based upon economic, market, financial and other conditions existing on, and other information disclosed to William Blair as of April 23, 2007. Although subsequent developments may affect its opinion, William Blair does not have any obligation to update, revise or reaffirm its opinion. William Blair relied as to all legal, accounting and tax matters on advice of our advisors. William Blair assumed that the executed forms of the transaction agreements would

Table of Contents

conform in all material respects to the last drafts thereof reviewed by William Blair and that the Merger would be consummated substantially on the terms described in the draft Merger Agreement, without any amendment or waiver of any material terms or conditions, and that the financing would be available in accordance with the terms set forth in the financing letters reviewed by William Blair. William Blair did not express any opinion as to the impact of the Merger on the solvency or viability of the surviving corporation or the ability of the surviving corporation to pay its obligations when they become due.

The following is a summary of the material financial analyses performed and material factors considered by William Blair to arrive at its opinion. William Blair performed certain procedures, including each of the financial analyses described below, and reviewed with the Special Committee the assumptions upon which such analyses were based, as well as other factors. Although the summary does not purport to describe all of the analyses performed or factors considered by William Blair in this regard, it does set forth those considered by William Blair to be material in arriving at its opinion.

Selected Public Company Analysis. William Blair reviewed and compared certain financial information relating to us to corresponding financial information, ratios and public market multiples for certain publicly traded companies that William Blair deemed relevant. The companies selected by William Blair were:

AEP Industries Inc.

Applied Industrial Technologies Inc.

Atlantis Plastics, Inc.

Carlisle Companies Inc.

Constar International Inc.

Dorman Products, Inc.

Genuine Parts Company

Greif, Inc.

Industrial Distribution Group, Inc.

Intertape Polymer Group Inc.

IPL Inc.

Keystone Automotive Industries, Inc.

Lawson Products, Inc.

RPC Group Plc

Standard Motor Products, Inc.

Among the information William Blair considered was revenue, EBITDA, earnings before interest and taxes (which we refer to as EBIT) and earnings per share (which we refer to as EPS). William Blair considered the enterprise value as a multiple of revenue, EBITDA and EBIT for each company for the last twelve months (which we refer to as LTM) for which results were publicly available and as a multiple of calendar year EBITDA estimates for 2007 and the stock price of common equity as a multiple of EPS for each company for the respective calendar year EPS estimates for 2007 and 2008. The operating results and the corresponding derived multiples for us and each of the selected public companies were based on each company s most recent available publicly disclosed financial information, closing share prices as of April 20, 2007 and consensus Wall Street analysts EPS estimates for calendar years 2007 and 2008, as well as, for us only, our senior management s estimate of EPS for 2007 and 2008.

William Blair derived our implied enterprise value by multiplying the per share consideration of $22.50 to be paid pursuant to the Merger Agreement by the aggregate number of our shares of common stock, restricted shares and in-the-money options outstanding as of April 18, 2007 and subtracting the related

Table of Contents

implied exercise proceeds for the options to arrive at the implied net equity value. William Blair then added the amount of our total debt less any excess cash and cash equivalents assumed to be included in the Merger plus the present value of estimated earn-out payments related to our acquisition of the U.S. and Canadian business operations of ITML to arrive at our implied enterprise value.

To enhance the comparability of our financial results to the selected public companies results, William Blair adjusted our reported EBITDA and EBIT for the LTM period as set forth below to (1) in the case of adjusted and pro forma results, add-back certain non-recurring severance, restructuring and warranty expenses incurred in 2006, and (2) in the case of pro forma results only, reflect a full year s results for our acquisitions of the U.S. and Canadian business operations of ITML and certain strategic assets of Schoeller Arca Systems, Inc. North America in January 2007 and March 2007, respectively, as well as the net debt estimated to result from those acquisitions.

William Blair then compared the multiples implied for us based on the terms of the proposed Merger to the range of trading multiples for the selected public companies. Information regarding the multiples from William Blair s analysis of the selected publicly traded companies is set forth in the following table.

	Myers Industries at $22.50 per	**Selected Public Company Valuation Multiples**			
Multiple	**Share**	**Min**	**Median**	**Mean**	**Max**
Enterprise Value/LTM Revenue	1.3x	0.3x	0.7x	0.7x	1.2x
Enterprise Value/LTM Pro Forma Revenue	1.1x				
Enterprise Value/LTM Adjusted EBITDA	11.1x	5.6x	8.6x	8.4x	10.6x
Enterprise Value/LTM Pro Forma EBITDA	9.2x				
Enterprise Value/2007 EBITDA	8.0x	5.2x	8.1x	7.6x	9.3x
Enterprise Value/LTM Adjusted EBIT	16.1x	7.0x	11.6x	12.9x	19.5x
Enterprise Value/LTM Pro Forma EBIT	13.8x				
Price to Estimated 2007 EPS (our management estimate)	15.2x	11.8x	15.6x	15.7x	19.2x
Price to Estimated 2007 EPS (our consensus estimate)	17.9x				
Price to Estimated 2008 EPS (our management estimate)	13.1x	10.9x	14.5x	14.5x	17.2x
Price to Estimated 2008 EPS (our consensus estimate)	14.2x				

William Blair noted that the implied multiples for us based on the terms of the Merger were within, and in several instances above, the range of multiples of the selected public companies set forth above.

Although William Blair compared the trading multiples of the selected public companies to those implied for us, none of the selected public companies is identical to us. Accordingly, any analysis of the selected publicly traded companies necessarily involved complex considerations and judgments concerning the differences in financial and operating characteristics and other factors that would necessarily affect the analysis of trading multiples of the selected publicly traded companies.

Selected M&A Transactions Analysis. William Blair performed an analysis of selected business combinations consisting of transactions announced prior to April 23, 2007 and focused primarily on target companies in the plastics and rubber manufacturing and industrial and automotive parts, equipment and accessories distribution industries that it deemed relevant. William Blair s analysis was based solely on publicly available information regarding such transactions. The selected transactions were not intended to be representative of the entire range of possible transactions in the respective industries. The 24 transactions examined were (target/*acquiror*):

Goodyear Engineered Products/*EPD, Inc.*

Certain assets of Schoeller Arca Systems Inc./*Myers Industries, Inc.*

Table of Contents

ITML/*Myers Industries, Inc.*

Bandag, Inc./*Bridgestone Americas Holding, Inc.*

WYKO Holdings Limited/*Eriks Group NV*

Summa Industries/*Habasit Holding AG*

Rotonics Manufacturing Inc./*Spell Capital Partners*

American Sanitary Incorporated/*Interline Brands, Inc.*

J&L America, Inc./*MSC Industrial Direct Co., Inc.*

Hughes Supply, Inc./*The Home Depot, Inc.*

Rutland Tool & Supply Co. (Airgas, Inc.)/*Lawson Products, Inc.*

TBC Corp./*Sumitomo Corporation of America*

Noland Company/*WinWholesale, Inc.*

Newspring Industrial Corp./*Pactiv Corporation*

American Tire Distributors, Inc./*Investcorp*

Home Products International, Inc./*Storage Acquisition Company, LLC*

Cooper-Standard Automotive Inc./*The Cypress Group, Goldman Sachs Capital Partners*

Dana Corp. Automotive Aftermarket Group (Affinia)/*The Cypress Group*

North American Packaging Corporation (NAMPAC)/*BWAY Corp. (Kelso & Co.)*

Phoenix AG/*Continental AG*

ATP Automotive, Inc. (Michigan Rubber Products, Inc. & WEK Industries, Inc.)/*Myers Industries, Inc.*

Century Maintenance Supply Inc./*Hughes Supply, Inc.*

Ventra Group Inc./*Flex-N-Gate Corporation*

Standard Products Co./*Cooper Tire & Rubber Co.*

William Blair reviewed the consideration paid in the selected transactions in terms of the enterprise value of the target as a multiple of its revenue, as well as EBITDA and EBIT for the latest twelve months prior to the announcement of the respective transaction. William Blair compared the resulting range of transaction multiples of revenue, EBITDA and EBIT for the selected transactions to the implied transaction multiples of LTM revenue, pro forma revenue and

adjusted and pro forma EBITDA and EBIT for us based on the terms of the Merger. Information regarding the multiples from William Blair s analysis of the selected transactions is set forth in the following table:

Multiple	Myers Industries at $22.50 per Share	Selected Transaction Valuation Multiples			
		Min	Median	Mean	Max
Enterprise Value/LTM Revenue	1.3x	0.3x	0.7x	0.8x	1.6x
Enterprise Value/LTM Pro Forma Revenue	1.1x				
Enterprise Value/LTM Adjusted EBITDA	11.1x	6.0x	8.0x	8.7x	12.7x
Enterprise Value/LTM Pro Forma EBITDA	9.2x				
Enterprise Value/LTM Adjusted EBIT	16.1x	8.1x	13.0x	12.9x	21.8x
Enterprise Value/LTM Pro Forma EBIT	13.8x				

William Blair noted that the implied multiples for us based on the terms of the Merger were generally within the range of multiples of the selected transactions set forth above.

Table of Contents

Although William Blair analyzed the multiples implied by the selected transactions and compared them to the implied transaction multiples of us, none of these transactions or associated companies is identical to the Merger or us. Accordingly, any analysis of the selected transactions necessarily involved complex considerations and judgments concerning the differences in financial and operating characteristics, parties involved and terms of their transactions and other factors that would necessarily affect our implied value versus the values of the companies in the selected transactions.

Premiums Paid Analysis. William Blair reviewed data from 185 acquisitions of publicly traded domestic companies, in which 100% of the target s equity was acquired, announced between January 1, 2004 and the date of its opinion and with transaction equity values between $500 million and $1.5 billion. Specifically, William Blair analyzed the acquisition price per share as a premium to the closing share price one day, one week, one month, 90 days and 180 days, as well as the highest share price in the 52 weeks, prior to the announcement of the transaction, for all 185 transactions. William Blair compared the range of resulting per share stock price premiums for the reviewed transactions to the premiums implied by the Merger based on our share prices one day, one week, one month, 90 days and 180 days, as well as our highest share price in the 52 weeks, prior to April 23, 2007. Information regarding the premiums from William Blair s analysis of selected transactions is set forth in the following table:

	Myers Industries at $22.50 per	**Premium Paid Data Percentile**								
l Before Announcement	**Share**	**10th**	**20th**	**30th**	**40th**	**50th**	**60th**	**70th**	**80th**	**90**
ay	7.3%	1.6%	7.7%	14.4%	17.5%	20.9%	25.5%	29.4%	35.3%	4
Veek	14.9%	3.6%	10.0%	16.1%	19.5%	23.2%	27.0%	32.0%	35.8%	4
Ionth	19.0%	7.3%	14.3%	19.6%	23.2%	26.4%	29.7%	33.7%	40.5%	4
ys	34.6%	4.7%	16.6%	23.7%	27.1%	31.2%	38.1%	42.9%	48.0%	5
ays	26.3%	5.1%	15.2%	21.6%	28.2%	34.0%	39.5%	48.2%	59.3%	8
ek High	7.2%	(20.4)%	(6.9)%	(2.9)%	(0.3)%	0.6%	1.2%	1.7%	2.9%	1

William Blair noted that the premiums implied by the terms of the Merger exceeded the 10th percentile for the one day time period, the 20th percentile for each of the one week and one month time periods, the 50th percentile for the 90 day time period, the 30th percentile for the 180 day time period and the 80th percentile for the 52-week high.

Discounted Cash Flow Analysis. William Blair utilized the forecasts to perform a discounted cash flow analysis to estimate the present value as of June 30, 2007 of our forecasted free cash flows through the fiscal year ending December 31, 2011. William Blair calculated the assumed terminal value of the enterprise at December 31, 2011 by multiplying projected EBITDA in the fiscal year ending December 31, 2011 by multiples ranging from 7.0x to 9.0x as well as by assuming a perpetuity of free cash flow based on growth rates ranging from 3% to 5%. To discount the projected free cash flows and assumed terminal value to present value, William Blair used discount rates ranging from 13% to 15%. The discount rates were selected by William Blair based on the weighted average cost of capital for certain publicly traded companies that William Blair deemed relevant. To determine the range of fully diluted implied equity value per share for us, William Blair subtracted projected net debt and added cash proceeds related to in-the-money options and then divided by the total shares outstanding, restricted shares and in-the-money options as of April 18, 2007. The fully diluted equity value implied by the discounted cash flow analysis ranged from $20.39 per share to $28.35 per share, based on a range of terminal values derived by multiples of EBITDA, and from $11.67 per

share to $19.17 per share, based on a range of terminal values derived by perpetuity of free cash flow, as compared to the consideration of $22.50 per share to be received pursuant to the Merger Agreement by the holders of our common stock.

Leveraged Acquisition Analysis. William Blair utilized the forecasts to perform an analysis concerning the price that could be paid by a typical leveraged buyout purchaser to acquire us. In this analysis, William Blair assumed a capital structure and financing rate scenario representative of the prevailing market for leveraged acquisitions for certain selected companies deemed relevant by William Blair. This analysis assumed (1) a holding period commencing June 30, 2007 and ending December 31, 2011; (2) a targeted

Table of Contents

internal rate of return to equity investors of approximately 20% to 25%; and (3) a range of exit multiples of projected 2011 EBITDA of 7.0x to 9.0x. This analysis indicated that the consideration a leveraged buyout purchaser might be willing to pay per share of our common stock ranged from $19.65 to $26.85, as compared to the consideration of $22.50 per share to be received pursuant to the Merger Agreement by the holders of our common stock.

General. This summary is not a complete description of the analysis performed by William Blair but contains the material elements of the analysis. The preparation of an opinion regarding fairness is a complex process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances, and, therefore, such an opinion is not readily susceptible to partial analysis or summary description. The preparation of an opinion regarding fairness does not involve a mathematical evaluation or weighing of the results of the individual analyses performed, but requires William Blair to exercise its professional judgment, based on its experience and expertise, in considering a wide variety of analyses taken as a whole. Each of the analyses conducted by William Blair was carried out in order to provide a different perspective on the financial terms of the Merger and add to the total mix of information available. The analyses were prepared solely for the purpose of William Blair providing its opinion and do not purport to be appraisals or necessarily reflect the prices at which securities actually may be sold. William Blair did not form a conclusion as to whether any individual analysis, considered in isolation, supported or failed to support an opinion about the fairness of the consideration to be received by the holders of our common stock (other than Buyer, Merger Sub or their respective affiliates). Rather, in reaching its conclusion, William Blair considered the results of the analyses in light of each other and ultimately reached its opinion based on the results of all analyses taken as a whole. William Blair did not place particular reliance or weight on any particular analysis, but instead concluded that its analyses, taken as a whole, supported its determination. Accordingly, notwithstanding the separate factors summarized above, William Blair believes that its analyses must be considered as a whole and that selecting portions of its analyses and the factors considered by it, without considering all analyses and factors, may create an incomplete view of the evaluation process underlying its opinion. No company or transaction used in the above analyses as a comparison is directly comparable to us or the Merger. In performing its analyses, William Blair made numerous assumptions with respect to industry performance, business and economic conditions and other matters. The analyses performed by William Blair are not necessarily indicative of future actual values and future results, which may be significantly more or less favorable than suggested by such analyses.

William Blair is a nationally recognized firm and, as part of its investment banking activities, is regularly engaged in the valuation of businesses and their securities in connection with merger transactions and other types of strategic combinations and acquisitions. Furthermore, in the ordinary course of business, William Blair and its affiliates may beneficially own or actively trade our securities for its own account and for the accounts of customers, and, accordingly, may at any time hold a long or short position in such securities.

The Special Committee hired William Blair based on its qualifications and expertise in providing financial advice to companies and its reputation as a nationally recognized investment banking firm. Pursuant to a letter agreement dated April 18, 2007, a fee of $600,000 became payable to William Blair upon delivery of its opinion. In addition, we have agreed to reimburse William Blair for certain of its out-of-pocket expenses (including fees and expenses of its counsel) reasonably incurred by it in connection with its services and will indemnify William Blair against potential liabilities arising out of its engagement, including certain liabilities under the U.S. federal securities laws.

Interests of Our Directors and Executive Officers in the Merger

In considering the recommendation of our board of directors with respect to the Merger Agreement, our shareholders should be aware that some of our directors and executive officers have interests in the Merger and have arrangements that are different from, or in addition to, those of our shareholders generally. These interests and arrangements may present actual or potential conflicts of interest. Our

41

Table of Contents

board of directors was aware of these potential conflicts of interest and considered them, among other matters, in reaching its decisions to approve the Merger Agreement and to recommend that our shareholders vote in favor of the adoption and approval of the Merger Agreement. Two of our directors that also serve as executive officers or receive compensation from us other than for service as a director, Messrs. Myers and Orr, abstained from all board deliberations and decisions relating to the Merger Agreement and neither Mr. Orr nor Mr. Merril (our executive officers) had any discussions with representatives of any Equity Sponsor or its affiliates concerning employment with the surviving corporation following the closing of the Merger, although they may commence such discussions in the future.

Treatment of Stock Options. As of June 11, 2007, there were 508,268 shares of our common stock issuable pursuant to stock options granted under the 1999 Incentive Plan and prior plans to our current executive officers and directors. Under the terms of the Merger Agreement, each outstanding option held by an executive officer or director that is unexercised as of the effective time of the Merger will accelerate and become fully vested, if not previously vested, and then cancelled and converted into the right to receive a cash payment equal to the number of shares of our common stock underlying the outstanding options multiplied by the amount (if any) by which $22.50 exceeds the option exercise price, without interest and less any applicable withholding taxes.

The following table identifies, for each person who has been one of our directors and executive officers since January 1, 2007, the aggregate number of shares of our common stock subject to outstanding vested and unvested options as of June 11, 2007, the aggregate number of shares of our common stock subject to outstanding unvested options, the weighted average exercise price of the aggregate options and the approximate consideration to be received pursuant to the Merger Agreement in connection with the cancellation of such options. The information in the table assumes that all options remain outstanding immediately prior to the effective time of the Merger.

Name	Aggregate Shares Subject to Vested and Unvested Options	Number of Shares Underlying Unvested Options	Weighted Average Exercise Price of Vested and Unvested Options	Approximate Consideration[1]
Directors				
Keith A. Brown	8,850	0	$ 13.03	$ 83,809.50
Vincent C. Byrd				
Karl S. Hay[2]	8,850	0	$ 13.03	$ 83,809.50
Richard P. Johnston	8,850	0	$ 13.03	$ 83,809.50
Edward W. Kissel	8,850	0	$ 13.03	$ 83,809.50
Stephen E. Myers	10,400	1,000	$ 10.95	$ 120,120.00
Richard L. Osborne	8,850	0	$ 13.03	$ 83,809.50
Jon H. Outcalt	8,850	0	$ 13.03	$ 83,809.50
Robert A. Stefanko				
Executive Officers				
John C. Orr[3]	80,300	62,000	$ 14.82	$ 616,704.00
Donald A. Merril	33,000	27,000	$ 16.11	$ 210,870.00

(1) Illustrates the approximate consideration to be received pursuant to the Merger Agreement in connection with the cancellation of outstanding stock options. Calculated for each individual by multiplying the aggregate number of shares subject to options by the difference between $22.50 (the per share amount of merger consideration) and the weighted average exercise price of all such options.

(2) Mr. Hay retired from the board of directors as of the date of our annual meeting of shareholders held April 27, 2007.

(3) Mr. Orr is also a director.

Treatment of Restricted Stock Awards. As of June 11, 2007 there were 33,000 restricted stock awards granted under the 1999 Incentive Plan and held by each person who has served as an executive officer and director since January 1, 2007. Under the terms of the Merger Agreement, each restricted stock award

Table of Contents

held by an executive officer and director that is outstanding as of the effective time of the Merger will become free of forfeiture restrictions and then cancelled and converted into the right to receive a cash payment equal to the number of shares subject to the outstanding restricted stock awards multiplied by $22.50, without interest and less any applicable withholding taxes.

The following table identifies, for each person who has been one of our directors or executive officers, the aggregate number of shares of our common stock subject to outstanding restricted stock awards as of June 11, 2007 the number of unvested restricted stock awards and the approximate consideration to be received pursuant to the Merger Agreement in connection with the cancellation of such restricted stock awards. The information in the table assumes that all such restricted stock awards remain outstanding immediately prior to the effective time of the Merger.

Name	Aggregate Shares Subject to Restricted Stock Units	Number of Unvested Restricted Stock Units	Approximate Consideration[1]
John C. Orr	20,000	20,000	$ 450,000
Donald A. Merril	6,000	6,000	$ 135,000
Keith A. Brown	1,000	1,000	$ 22,500
Vincent C. Byrd	1,000	1,000	$ 22,500
Karl S. Hay[2]			
Richard P. Johnson	1,000	1,000	$ 22,500
Edward W. Kissel	1,000	1,000	$ 22,500
Stephen E. Myers	1,000	1,000	$ 22,500
Richard L. Osborne	1,000	1,000	$ 22,500
Jon H. Outcalt	1,000	1,000	$ 22,500
Robert A. Stefanko			
All Executive Directors and Officers	**33,000**	**33,000**	**$ 742,500**

(1) Illustrates the approximate consideration to be received pursuant to the Merger Agreement in connection with the acceleration of the forfeiture provisions with respect to the restricted stock awards. Calculated for each individual by multiplying the aggregate number of restricted stock awards by $22.50 (the per share amount of merger consideration).

(2) Mr. Hay retired from the board of directors as of the date of our annual meeting of shareholders held April 27, 2007.

Employment Agreements. John C. Orr, our President and Chief Executive Officer, was appointed to his current position on May 1, 2005. On July 22, 2005, our compensation committee approved an amended and restated employment agreement with Mr. Orr. This agreement was effective as of May 1, 2005 and has a three year term. The agreement provides a base salary of $600,000 and certain benefits, with any bonus being fully discretionary. The benefits provided under Mr. Orr s amended and restated employment agreement include, but are not limited to: (i) participation in our profit sharing plan, (ii) benefits under the executive supplemental retirement plan, (iii) short-term and long-term disability insurance, (iv) group term life insurance, (v) medical and dental insurance, (vi) vacation, (vii) incentive stock options under the Amended and Restated 1999 Incentive Stock Plan, (viii) personal financial planning and tax preparation, (ix) an automobile and related expenses; (x) personal membership dues at Portage Country Club and (xi) tax gross-up payments. In February 2007, the compensation committee increased the

annual salary payable to Mr. Orr under his employment agreement to $645,000 commencing in 2007. Mr. Orr also received a cash bonus of $580,000 for fiscal 2006. The agreement also provides that (i) if Mr. Orr is terminated other than for cause, (ii) if he terminates for good reason or (iii) if there is a change in control and Mr. Orr s employment is terminated for any reason, then he is entitled to three years of compensation and benefits and is provided with IRC Section 280G protection in the form of an excise tax gross-up payment. Additionally, if there is a change in control and Mr. Orr s employment is terminated for any reason, then his supplemental pension benefits under the Myers Industries, Inc. Executive Supplemental Retirement Plan become fully vested. Mr. Orr is also subject to a three year non-competition restriction.

Table of Contents

Donald A. Merril, our Vice President, Chief Financial Officer and Corporate Secretary, was appointed to his current position effective April 25, 2006. On January 24, 2006, our compensation committee approved an employment agreement with Mr. Merril. It provides him with a base salary of $300,000 and certain benefits, with a guaranteed bonus of $150,000 for fiscal 2006 payable in 2007, with any additional and future bonus being fully discretionary. The benefits provided under Mr. Merril s employment agreement include, but are not limited to: (i) participation in our profit sharing plan, (ii) benefits under the executive supplemental retirement plan, (iii) short-term and long-term disability insurance, (iv) group term life insurance, (v) medical and dental insurance, (vi) vacation, (vii) incentive stock options under the Amended and Restated 1999 Incentive Stock Plan and (viii) an automobile and related expenses. In February 2007, the compensation committee increased the annual salary payable to Mr. Merril under his employment agreement to $315,000. Mr. Merril also received a cash bonus of $150,000 for fiscal 2006. The agreement also provides that if Mr. Merril is terminated other than for cause or if he terminates for good reason, he is entitled to one year of compensation and benefits. If there is a change in control and Mr. Merril is terminated for any reason, Mr. Merril is entitled to 18 months salary and benefits, his supplemental pension benefits under the Myers Industries, Inc. Executive Supplemental Retirement Plan become fully vested and he is provided with IRC Section 280G protection in the form of an excise tax gross-up payment, if applicable. Mr. Merril is subject to a three year non-competition restriction, except that in a change in control situation it is only applicable for 18 months if Mr. Merril is terminated for any reason.

For purposes of Mr. Orr and Mr. Merril s agreements, a change in control is defined generally as acquisition by any person of 20% of the voting power or outstanding securities, a change in the majority of directors during a one year period, a merger or consolidation of the Company where we are not the surviving entity, our complete liquidation, the sale or disposition of our manufacturing business, or the sale or disposition of more than 50% of our assets.

The following table sets forth an estimate of the change of control and potential cash severance payment our executive officers would be entitled to receive under their existing employment agreements if such executive is terminated by the Buyer Parties or if the executive resigns in connection with the Merger. The amounts listed in the table do not include the cash payments for in-the-money options or restricted stock awards, which is described in the tables above. The table below assumes that the bonus payment to which each executive is entitled equals the executives bonus for the 2006 fiscal year.

Name		**Total Potential Change in Control and/or Severance Payment**
John C. Orr	$	3,675,000
Donald A. Merril	$	1,545,000
Total	$	5,220,000

New Management Agreements. As of the date of this proxy statement, no member of our management has entered into any amendments or modifications to existing employment or retention agreements with us or the Buyer Parties in connection with the Merger.

Special Director Fee. We have agreed to pay Mr. Stefanko a special director fee of $22,500 in connection with the consummation of the Merger. The amount reflects the consideration Mr. Stefanko would receive in the Merger if he had been granted a restricted stock award of 1,000 shares at our annual meeting of shareholders held on April 27, 2007.

Indemnification of Officers and Directors. The Merger Agreement provides for director and officer indemnification for a period of six years following the effective time of the Merger. The tail policy will contain substantially the same coverage and amount as the coverage currently provided by our current policy; provided, however, that in no event shall the surviving corporation be required to expend annually in excess of 300% of the annual premium currently paid by us under our current policy.

Employee Benefits. The Merger Agreement provides that the surviving corporation will (i) provide each employee of the company and its subsidiaries with employee benefit plans that are similar to those provided under our benefit plans, programs, policies, practices and arrangements (excluding equity-based

Table of Contents

programs) in effect at the closing of the Merger and (ii) maintain for a period of at least one year after the closing of this Merger severance benefits for our employees terminated during that period that are no less favorable than those that are in effect at the time of the Merger.

Delisting and Deregistration of Our Common Stock

If the Merger is completed, our common stock will be de-listed from the NYSE and deregistered under the Securities Exchange Act of 1934, as amended, and we will no longer file annual, quarterly and current reports with the SEC on account of our common stock.

Material U.S. Federal Income Tax Consequences of the Merger to our Shareholders

The following is a summary of the material U.S. federal income tax consequences of the Merger to holders of common stock whose shares of common stock are converted into the right to receive cash in the Merger. This summary does not purport to consider all aspects of U.S. federal income taxation that might be relevant to our shareholders and no assurance can be given that the Internal Revenue Service will not assert, or that a court will not sustain, a position contrary to any of the tax consequences described below. For purposes of this discussion, we use the term U.S. holder to mean a beneficial owner of shares of common stock that is, for U.S. federal income tax purposes:

a citizen or resident of the United States;

a corporation (including any entity or arrangement treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States or any of its political subdivisions;

a trust that (i) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person; or

an estate that is subject to U.S. federal income tax on its income regardless of its source.

A non-U.S. holder is a person other than a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) that is not a U.S. holder.

If a partnership (including any entity or arrangement treated as partnership for U.S. federal income tax purposes) holds common stock, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. A partner of a partnership holding common stock should consult its tax advisor.

This discussion is based on current law, which is subject to change, possibly with retroactive effect. It applies only to beneficial owners that hold shares of common stock as capital assets, and may not apply to beneficial owners that hold shares of common stock received in connection with the exercise of employee stock options, pursuant to a restricted stock award, or otherwise as compensation, beneficial owners that hold an equity interest, directly or indirectly, in us or the surviving corporation after the Merger, or certain types of beneficial owners that may be subject to special rules (such as insurance companies, banks, tax-exempt organizations, financial institutions, broker-dealers, partnerships, S corporations or other pass-through entities, mutual funds, traders in securities who elect the mark-to-market method of accounting, shareholders subject to the alternative minimum tax, shareholders that have a functional currency other than the U.S. dollar, or shareholders that hold common stock as part of a hedge, straddle or a constructive sale or conversion transaction). This discussion does not address the exercise of appraisal rights or the receipt of cash in connection with the cancellation of shares of restricted stock or options to purchase shares of common stock, or any

other matters relating to equity compensation or benefit plans. This discussion also does not address any aspect of state, local or foreign tax laws.

U.S. Holders

The exchange of shares of common stock for cash in the Merger will be a taxable transaction to U.S. holders for U.S. federal income tax purposes. In general, a U.S. holder whose shares of common

Table of Contents

stock are converted into the right to receive cash in the Merger will recognize capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the amount of cash received with respect to such shares (determined before the deduction of any applicable withholding taxes) and the shareholder s adjusted tax basis in such shares. Gain or loss will be determined separately for each block of shares (i.e., shares acquired at the same cost in a single transaction). Such gain or loss will be long-term capital gain or loss if a shareholder s holding period for such shares is more than one year at the time of the consummation of the Merger. Long-term capital gains of U.S. holders who are individuals are eligible for reduced rates of taxation. There are limitations on the deductibility of capital losses.

Backup withholding of tax may apply to cash payments received by a non-corporate U.S. holder in the Merger, unless the holder or other payee provides a taxpayer identification number (social security number, in the case of individuals, or employer identification number, in the case of other holders), certifies that such number is correct, and otherwise complies with the backup withholding rules. Each U.S. holder should complete and sign the Form W-9 included as part of the letter of transmittal and return it to the paying agent, in order to provide the information and certification necessary to avoid backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowable as a refund or a credit against a U.S. holder s federal income tax liability if the required information is timely furnished to the Internal Revenue Service.

Cash received by U.S. holders in the Merger will also be subject to information reporting unless an exemption applies.

Non-U.S. Holders

Any gain realized on the receipt of cash in the Merger by a non-U.S. holder generally will not be subject to U.S. federal income tax unless:

- the gain is effectively connected with a trade or business of the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment of the non-U.S. holder);

- the non-U.S. holder is an individual who is present in the United States for a period or periods aggregating 183 days or more in the taxable year of that disposition, and certain other conditions are met; or

- at any time during the five-year period ending on the date of the Merger (i) we are or have been a United States real property holding corporation for U.S. federal income tax purposes and (ii) the non-U.S. holder owned, directly, indirectly, or by attribution, more than 5% of our Common Stock, and certain other conditions are met.

An individual non-U.S. holder described in the first bullet point immediately above will be generally subject to tax on the net gain derived from the Merger under regular graduated U.S. federal income tax rates. If a non-U.S. holder that is a foreign corporation falls under the first bullet point immediately above, it generally will be subject to tax on its net gain in the same manner as if it were a U.S. person as defined under the Code and, in addition, may be subject to the branch profits tax equal to 30% of its effectively connected earnings and profits or such lower rate as may be specified by an applicable income tax treaty. An individual non-U.S. holder described in the second bullet point immediately above will be generally subject to a flat 30% tax on the gain derived from the Merger, which may be offset by U.S. source capital losses.

We believe that we are not and will not have been during the 5-year period ending on the date of the Merger a United States real property holding corporation for U.S. federal income tax purposes.

Backup withholding of tax may apply to cash payments received by a non-corporate non-U.S. holder in the Merger, unless the holder or other payee certifies under penalty of perjury that it is a non-U.S. holder in the manner described in the letter of transmittal or otherwise establishes an exemption in a manner satisfactory to the paying agent.

Table of Contents

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowable as a refund or credit against a non-U.S. holder s U.S. federal income tax liability, if any, if the required information is timely furnished to the Internal Revenue Service.

Cash received by non-U.S. holders in the Merger will also be subject to information reporting, unless an exemption applies.

The U.S. federal income tax consequences set forth above are not intended to constitute a complete description of all tax consequences relating to the Merger. Because individual circumstances may differ, each shareholder should consult the shareholder s tax advisor regarding the applicability of the rules discussed above to the shareholders and the particular tax effects to the shareholders of the Merger in light of such shareholder s particular circumstances, the application of state, local and foreign tax laws, and, if applicable, the tax consequences of the receipt of cash in connection with the cancellation of restricted shares or options to purchase shares of common stock, and the other transactions described in this proxy statement relating to our other equity compensation and benefit plans.

Dissenters Rights

Section 1701.84 of the ORC provides that all of our shareholders entitled to vote on the Merger may exercise dissenters rights with respect to the Merger. Shareholders that do not vote in favor of adoption and approval of the Merger Agreement and that comply with all of the requirements of Section 1701.85 of the ORC will be entitled to be paid the fair cash value of their shares as defined in Section 1701.85. The following is a summary of the principal steps a shareholder must take to perfect dissenters rights under Section 1701.85 of the ORC. This summary does not purport to be complete and is qualified in its entirety by reference to Section 1701.85 of the ORC, a copy of which is attached as Annex F to this proxy statement. Any shareholder considering the exercise of dissenters rights is urged to review carefully such provisions and to consult an attorney, since dissenters rights will be lost if the procedural requirements under Section 1701.85 of the ORC are not fully and precisely satisfied. To perfect dissenters rights, a shareholder must satisfy each of the following conditions:

(1) *Must Be a Holder on the Record Date.* Such shareholder must have been a record holder on June 11, 2007, the record date for the special meeting, of the common stock as to which such shareholder seeks to exercise dissenters rights.

(2) *No Vote in Favor of the Merger Proposal.* The common stock as to which such shareholder seeks to exercise dissenters rights must not be voted at the special meeting in favor of the proposal to adopt and approve the Merger Agreement. A vote in favor of adoption and approval of the Merger Agreement at the special meeting will constitute a waiver of dissenters rights. A proxy that is returned signed but on which no voting preference is indicated will be voted in favor of adoption and approval of the Merger Agreement and will constitute a waiver of dissenters rights.

(3) *Filing Written Demand.* Not later than ten days after the taking of the vote on the Merger, a dissenting shareholder must deliver to us a written demand for payment of the fair cash value of such shareholder s dissenting shares. The demand should be delivered to us at 1293 South Main Street, Akron, Ohio 44301, Attention: Corporate Secretary. The demand is required to state the dissenting shareholder s address, the number of shares of common stock as to which the dissenting shareholder seeks dissenters rights, and the amount claimed by such dissenting shareholder as the fair cash value of those shares. It is recommended, although not required, that the demand be sent by registered or certified mail, return receipt requested. Voting against adoption and approval of the Merger Agreement will not itself

constitute a demand. We will not send any further notice to shareholders as to the date on which such ten-day period expires.

Table of Contents

A beneficial owner of shares must, in all cases, have the record holder submit the demand in respect of such owner s dissenting shares. The demand must be signed by the shareholder of record (or by the duly authorized representative of that shareholder) exactly as the shareholder s name appears on our shareholder records. A demand with respect to dissenting Common Stock owned jointly by more than one person must identify and be signed by all of the shareholders of record. Any person signing a demand on behalf of a partnership or corporation or in any other representative capacity (such as an attorney-in-fact, executor, administrator, trustee or guardian) must indicate the nature of the representative capacity and, if requested, must furnish written proof of this capacity and such person s authority to sign the demand. If a record shareholder does not satisfy, in a timely manner, all of the conditions outlined in Section 1701.85 of the ORC, the dissenters rights for all of the shares held by that shareholder will be lost.

If we send a request to the dissenting shareholder for the certificates representing the dissenting common stock, the dissenting shareholder must deliver the requested certificates to us within fifteen days so that we may endorse the certificates with a legend to the effect that demand for the fair cash value of the dissenting Common Stock has been made. We will promptly return the endorsed certificates to the dissenting shareholder. At our option and in accordance with Section 1701.85 of the ORC, a dissenting shareholder s failure to deliver the certificates as requested by us will result in the loss of such dissenting shareholder s rights unless a court, for good cause shown, otherwise directs.

(4) *Petitions to Be Filed in Court.* Within three months after the service of the demand by the dissenting shareholder, if we and the dissenting shareholder do not reach an agreement on the fair cash value of such shareholder s dissenting shares, the dissenting shareholder or we may file a complaint in the Court of Common Pleas of Summit County, Ohio, or join or be joined in an action similarly brought by another dissenting shareholder, for a judicial determination of the fair cash value of such shareholder s dissenting shares. We do not intend to file any complaint for a judicial determination of the fair cash value of any dissenting shares.

Upon motion of the complainant, the Common Pleas Court will hold a hearing to determine whether the dissenting shareholder is entitled to be paid the fair cash value of such shareholder s dissenting shares. If the Common Pleas Court finds that the dissenting shareholder is so entitled, it may appoint one or more appraisers to receive evidence by which to recommend a decision on the amount of such value. The Common Pleas Court is required to make a finding as to the fair cash value of the dissenting shares and to render a judgment against us for the payment of the fair cash value, with interest at such rate and from such date as the Common Pleas Court considers equitable. Costs of the proceedings, including reasonable compensation to the appraiser or appraisers to be fixed by the Common Pleas Court, are to be apportioned or assessed as the Common Pleas Court considers equitable. Payment of the fair cash value of the dissenting shares is required to be made within 30 days after the date of final determination of such value or the effective time of the Merger, whichever is later, only upon surrender to us of the certificates representing the dissenting shares for which payment is made.

Fair cash value is the amount that a willing seller, under no compulsion to sell, would be willing to accept, and that a willing buyer, under no compulsion to purchase, would be willing to pay, but in no event may the fair cash value for a shareholder exceed the amount specified in that shareholder s demand. The fair cash value is to be determined as of the date prior to the day of the special meeting. In computing this value, any appreciation or depreciation in the market value of the dissenting shares resulting from the Merger is excluded. The fair cash value may ultimately be more or less than the per share consideration to be paid pursuant to the Merger Agreement.

The dissenters rights of any dissenting shareholder will terminate if, among other things, (1) such dissenting shareholder has not complied with Section 1701.85 of the ORC (unless our board of directors

Table of Contents

waives compliance, which the board does not expect to do), (2) we abandon the Merger or are finally enjoined or prevented from carrying it out, or the shareholders rescind their adoption and approval of the Merger; (3) such dissenting shareholder withdraws its demand with the consent of our board of directors, or (4) no agreement has been reached between us and the dissenting shareholder with respect to the fair cash value of such shareholder s dissenting shares and no complaint has been timely filed in the Common Pleas Court. If a dissenting shareholder s dissenters rights are terminated, all rights of the shareholder to receive the per share consideration to be paid pursuant to the Merger Agreement, without interest, otherwise available to our shareholders will be restored.

All rights accruing from our common stock, including voting and dividend and distribution rights, are suspended from the time a dissenting shareholder makes a demand with respect to such shares until the termination or satisfaction of our and the dissenting shareholder s rights and obligations arising from the demand. During this period of suspension, any dividend or distribution paid on our common stock will be paid to the record owner as a credit upon the fair cash value thereof. If a shareholder s dissenter s rights are terminated other than purchase by us of the dissenting shareholder s shares, then at the time of termination all rights will be restored and all distributions that would have been made, but for the suspension, will be made.

Regulatory Approvals

Under the HSR Act and the rules promulgated thereunder by the Federal Trade Commission, the Merger cannot be completed until we and Buyer file a notification and report form under the HSR Act and the applicable waiting period has expired or been terminated. We filed notification and report forms under the HSR Act with the Federal Trade Commission and the Antitrust Division of the Department of Justice (the DOJ) on May 4, 2007 and early termination was granted on May 14, 2007. The Merger is not subject to any regulatory notifications to, or approvals of, the Commissioner of Competition of Canada.

At any time before or after consummation of the Merger, notwithstanding the early termination of the waiting period under the HSR Act, the Antitrust Division of the DOJ or the Federal Trade Commission could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the consummation of the Merger or seeking divestiture of substantial assets of ours. At any time before or after the consummation of the Merger, and notwithstanding the early termination of the waiting period under the HSR Act, any state could take such action under the antitrust laws as it deems necessary or desirable in the public interest. Such action could include seeking to enjoin the consummation of the Merger or seeking divestiture of substantial assets of ours. Private parties may also seek to take legal action under the antitrust laws under certain circumstances.

THE MERGER AGREEMENT

This section of the proxy statement describes the material provisions of the Merger Agreement but does not purport to describe all of the terms of the Merger Agreement. The following summary is qualified in its entirety by reference to the complete text of the Merger Agreement, which is attached as Annex A to this proxy statement and incorporated into this proxy statement by reference. We urge you to read the full text of the Merger Agreement because it is the legal document that governs the merger. This section is not intended to provide you with any other factual information about us. Such information can be found elsewhere in this proxy statement and in the public filings we make with the SEC, as described in the section entitled Where You Can Find More Information, beginning on page 69.

The Merger

The Merger Agreement provides for the merger of Merger Sub, an Ohio corporation and a newly-formed, wholly owned subsidiary of Buyer, a Delaware corporation, with and into us upon the terms, and subject to the conditions, of the Merger Agreement. The Merger will be effective at the time the certificate of merger is filed with the Secretary of

State of the State of Ohio (or at a later time, if agreed upon by the parties and specified in the certificate of merger). We expect to complete the Merger as promptly as practicable after

Table of Contents

our shareholders adopt and approve the Merger Agreement and the expiration of the marketing period described below. See Marketing Period, beginning on page 55.

Myers will be the surviving corporation in the Merger. Upon consummation of the Merger, the directors of Merger Sub will be the directors of the surviving corporation until their successors are duly elected and qualified or until the earlier of their resignation or removal. Our officers will remain officers of the surviving corporation until their resignation or removal.

Consideration to be Received in the Merger

At the time of the Merger, each share of common stock issued and outstanding immediately before the Merger will automatically be cancelled and will cease to exist and will be converted into the right to receive $22.50 in cash, without interest and less any required withholding tax, other than:

- shares held by us (or any subsidiary of us) in treasury immediately prior to the effective time of the Merger, which will be cancelled; and

- shares held by holders who have properly demanded and perfected their dissenters rights.

After the Merger is effective, each holder of a certificate representing any shares of common stock (other than shares for which dissenters rights have been properly demanded and perfected) will no longer have any rights with respect to the shares, except for the right to receive the merger consideration. If any of our shareholders exercise and perfect dissenters rights with respect to any of our shares, then we will treat those shares as described under The Merger Dissenters Rights, beginning on page 47.

Treatment of Options and Other Awards

Upon the consummation of the Merger each outstanding option to acquire common stock will become fully vested (to the extent not already vested) and will be cancelled and converted into the right to receive a cash payment equal to the number of shares of common stock underlying the option multiplied by the amount (if any) by which $22.50 exceeds the option exercise price, without interest and less any applicable withholding taxes. Additionally, except as otherwise agreed by the holder and Buyer, each outstanding share of restricted stock award will, upon the consummation of the Merger, become free from forfeiture restrictions and be cancelled and converted into the right to receive $22.50 in cash, without interest and less any required withholding tax.

The effect of the Merger upon certain of our employee benefit plans is described below under Employee Benefits, beginning on page 60.

Payment for the Shares; Lost Certificates

Before the Merger, Merger Sub will designate a paying agent reasonably satisfactory to us to make payment of the Merger consideration as described above. Immediately after the effective time, the surviving corporation will deposit in trust with the paying agent the funds appropriate to pay the consideration to be paid pursuant to the Merger Agreement to the shareholders.

Upon the consummation of the Merger and the settlement of transfers that occurred prior to the effective time, we will close our stock ledger. After that time, there will be no further transfer of shares of our common stock.

As promptly as practicable after the consummation of the Merger, the surviving corporation will cause the paying agent to send you a letter of transmittal and instructions advising you how to surrender your certificates in exchange for the consideration to be paid to our shareholders pursuant to the Merger Agreement. The paying agent will pay you your merger consideration after you have (1) surrendered your certificates to the paying agent and (2) provided to the paying agent your signed letter of transmittal and any other items specified by the letter of transmittal. Interest will not be paid or accrue in respect of the merger consideration. The surviving corporation will reduce the amount of any merger consideration paid to you by any applicable withholding taxes. **YOU SHOULD NOT FORWARD YOUR STOCK**

Table of Contents

CERTIFICATES TO THE PAYING AGENT WITHOUT A LETTER OF TRANSMITTAL, AND YOU SHOULD NOT RETURN YOUR STOCK CERTIFICATES WITH THE ENCLOSED PROXY.

If any cash deposited with the paying agent is not claimed within six (6) months following the effective time of the Merger, such cash will be returned to the surviving corporation upon demand. Any unclaimed amounts remaining immediately prior to when such amounts would escheat to or become property of any governmental authority will be returned to the surviving corporation free and clear of any prior claims or interest thereto.

If the paying agent is to pay some or all of your merger consideration to a person other than you, as the registered owner of a stock certificate, you must have your certificates accompanied by all documents required to evidence and effect such transfer, and you must establish to the paying agent s reasonable satisfaction that the transfer taxes have been paid or are not required to be paid.

The transmittal instructions will tell you what to do if you have lost your certificate, or if it has been stolen or destroyed. You will have to provide an affidavit to that effect and, if required by the surviving corporation, post a bond in an amount that the surviving corporation reasonably directs as indemnity against any claim that may be made against it in respect of the certificate.

Representations and Warranties

The Merger Agreement contains representations and warranties made by us to Buyer and Merger Sub and representations and warranties made by Buyer and Merger Sub to us as of specific dates. The assertions embodied in those representations and warranties were made solely for purposes of the Merger Agreement and may be subject to important qualifications and limitations agreed by the parties in connection with negotiating its terms. Moreover, some of those representations and warranties may not be accurate or complete as of any particular date because they are subject to a contractual standard of materiality or material adverse effect different from that generally applicable to public disclosures to shareholders or may have been used for the purpose of allocating risk between the parties to the Merger Agreement rather than establishing matters of fact. For the foregoing reasons, you should not rely on the representations and warranties contained in the Merger Agreement as statements of factual information.

In the Merger Agreement, we, Buyer and Merger Sub each made representations and warranties relating to, among other things:

- corporate organization and existence;
- corporate power and authority to enter into and perform its obligations under, and enforceability of the Merger Agreement;
- required regulatory filings and consents and approvals of governmental entities required as a result of the parties execution and performance of the Merger Agreement;
- the absence of conflicts with or defaults under organizational documents, other contracts and applicable laws and judgments;
- litigation;
- finder s fees; and
- information supplied for inclusion in this proxy statement.

In the Merger Agreement, Buyer and Merger Sub also each made representations and warranties relating to the availability of the funds necessary to perform its obligations under the Merger Agreement and operations of Merger Sub.

Table of Contents

We also made representations and warranties relating to, among other things:

- reports and other documents filed with the SEC, compliance of such reports and documents with applicable requirements of federal securities laws and regulations, and the accuracy and completeness of such reports and documents;
- absence of undisclosed liabilities;
- absence of certain changes or events since December 31, 2006;
- material contracts;
- tax matters;
- compliance with the Employee Retirement Income Security Act of 1974, as amended, and other employee benefit matters;
- real property;
- compliance with applicable laws;
- receipt of fairness opinions from both KeyBanc Capital Markets, Inc. and William Blair & Company;
- transactions with affiliates; and
- the inapplicability of state takeover statutes.

Many of our representations and warranties are qualified by a company material adverse effect standard. For purposes of the Merger Agreement, Company Material Adverse Effect is defined to mean:

> any event, state of facts, circumstance, development, change or effect that, individually or in the aggregate with all other events, states of fact, circumstances, developments, changes and effects, (i) is materially adverse to our business, assets, liabilities, condition (financial or otherwise) or results of operations taken as a whole, other than any event, state of facts, circumstance, development, change or effect resulting from (A) changes in general economic conditions except to the extent such changes or developments have a disproportionate impact on us and our subsidiaries, taken as a whole, relative to other participants in the industries in which we conduct our business and the geographic locations in which we and our subsidiaries operate, (B) the announcement of the Merger Agreement and the transactions contemplated thereby, (C) any act of war or terrorism, (D) changes, after the date hereof, in generally accepted accounting principles in the United States (GAAP) or laws, in each case applicable to us, except to the extent such changes have a disproportionate impact on us and our subsidiaries, taken as a whole, relative to other participants in the industries in which we conduct our businesses and the geographic locations in which we and our subsidiaries operate; (E) any decline in trading price of our common stock; or (F) any shareholder litigation challenging the Merger Agreement or the consummation of the Merger, or any effect resulting therefrom; or (ii) would reasonably be expected to prevent us from performing our obligations under the Merger Agreement or consummating the transactions contemplated thereby.

Conduct of Business Pending the Merger

We have agreed in the Merger Agreement that, until the consummation of the Merger, except as set forth in our disclosure letter to Buyer or as otherwise contemplated by or provided in the Merger Agreement, and will cause each of our subsidiaries to:

conduct our business in the ordinary course consistent, in all material respects, with past practice;

preserve substantially intact our business organization;

keep available the services of our present officers and key employees; and

maintain our relationships with providers, suppliers and others with which we have significant business relationships.

Table of Contents

We have also agreed that, until the consummation of the Merger, except as consented to in writing by Buyer (which consent will not be unreasonably withheld), we will not, and will cause each of our Subsidiaries not to, among other things:

propose or adopt any changes to our organizational documents;

make, declare, set aside, or pay any dividend or distribution on any shares of our capital stock, other than dividends paid by a wholly owned subsidiary to its parent corporation in the ordinary course of business; provided, that we may declare and pay regular quarterly dividends not to exceed $0.0525 per common share, in each case consistent with past practice as to timing;

(i) adjust, split, combine or reclassify or otherwise amend the terms of our capital stock, (ii) repurchase, redeem, purchase, acquire, encumber, pledge, dispose of or otherwise transfer, directly or indirectly, any of our capital stock or any securities or other rights convertible or exchangeable into or exercisable for any of our capital stock or such securities or other rights, or offer to do the same, (iii) issue, grant, deliver or sell any of our capital stock or any securities or other rights convertible or exchangeable into or exercisable for any of our capital stock or such securities or rights (other than pursuant to the exercise of stock options), (iv) enter into any contract, understanding or arrangement with respect to the sale, voting, pledge, encumbrance, disposition, acquisition, transfer, registration or repurchase of our capital stock or such securities or other rights, except in each case as permitted under the Merger Agreement, or (v) register for sale, resale or other transfer any shares under the Securities Act of 1933, as amended on behalf of us or any other person;

(i) increase the compensation or benefits payable or to become payable to, or make any payment not otherwise due to, any of our past or present directors, officers, employees, or other service providers, except, in the case of officers and employees, for annual cash compensation increases and benefit adjustments in the ordinary course of business consistent with past practice and existing contractual commitments, (ii) grant any severance or termination pay to any of our past or present directors, officers, employees, or other service providers, other than pursuant to existing contracts, (iii) enter into any new employment or severance agreement with any of our past or present directors, officers, employees, or other service providers, (iv) establish, adopt, enter into, amend or take any action to accelerate rights under any company benefit plans, (v) contribute any funds to a rabbi trust or similar grantor trust, (vi) change any actuarial assumptions currently being utilized with respect to company benefit plans or (vii) grant any equity or equity-based awards to directors, officers, or employees, except in each case to the extent required by applicable laws or by existing company benefit plans;

merge or consolidate us or any of our subsidiaries with any other person;

sell, lease or otherwise dispose of a material amount of assets or securities, including by merger, consolidation, asset sale or other business combination, other than sales of assets in the ordinary course of business consistent with past practice;

mortgage or pledge any of our material assets (tangible or intangible), or create, assume or suffer to exist any liens thereupon, other than permitted liens;

make any material acquisitions, by purchase or other acquisition of shares or other equity interests, or by merger, consolidation or other business combination that exceed, in the aggregate, $2 million or make any property transfer(s) or material purchase(s) of any property or assets, to or from any person (other than a wholly owned subsidiary of us) that exceed, in the aggregate, $2 million;

enter into, renew, extend, amend or terminate any contract that was disclosed to Buyer or would be required to have been disclosed to Buyer if it had existed as of such date;

incur, assume, guarantee or prepay any indebtedness for borrowed money or offer, place or arrange any issue of debt securities or commercial bank or other credit facilities, in either case other than any of the foregoing that is both in the ordinary course of business and would not cause any conditions set forth in Buyer s debt financing letter not to be satisfied;

Table of Contents

make any loans, advances or capital contributions to, acquisitions of or investments in, any other person in excess of $500,000 in the aggregate for all such loans, advances, contributions, acquisitions and investments, other than loans, advances or capital contributions to or among wholly owned subsidiaries or as required by customer contracts entered in the ordinary course of business consistent with past practice;

authorize or make any capital expenditure, other than capital expenditures that are not, in the aggregate, in excess of $1 million above the capital expenditures provided for in the our budget for the remaining portion of fiscal year 2007;

change its financial accounting policies or procedures in effect as of December 31, 2006, other than as required by law or GAAP, or write up, write down or write off the book value of any assets of us and our subsidiaries, other than (i) in the ordinary course of business consistent with past practice, or (ii) as may be required by law or GAAP;

waive, release, assign, settle or compromise any legal actions, other than waiver, releases, assignments, settlements or compromises in the ordinary course of business consistent with past practice that involve only the payment of monetary damages not in excess of $250,000 individually or $1 million in the aggregate, in any case without the imposition of equitable relief or any restrictions on the business and operations of, on, or the admission of any wrongdoing by, us or any of our subsidiaries;

adopt a plan of complete or partial liquidation or resolutions providing for a complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of us or any of our subsidiaries (other than immaterial subsidiaries);

other than in the ordinary course of business consistent with past practice or to the extent required by law, settle or compromise any tax audit, liability, claim or assessment for any amount in excess of $1 million, change any material tax election or file any material amendment to a material tax return, change any annual tax accounting period, change any material tax accounting method, enter into any material closing agreement, surrender any right to claim a material refund of taxes or consent to any extension or waiver of the limitation period applicable to any material tax claim or assessment relating to us or our subsidiaries, other than, in each case, those settlements or agreements for which any liabilities thereunder have been specifically accrued and reserved for in the balance sheet most recently filed by us with the SEC prior to the date of the Merger Agreement;

enter into, amend, waive or terminate (other than terminations in accordance with their terms) any transactions with our affiliates; or

agree or commit to do any of the foregoing.

Efforts to Complete the Merger

Subject to the terms and conditions set forth in the Merger Agreement, we, Buyer and Merger Sub have each agreed to use reasonable efforts to take, or cause to be taken, all actions necessary or advisable to consummate any transactions contemplated by the Merger Agreement, including preparing and filing as promptly as practicable all documentation to effect all necessary filings, consents, waivers, approvals, permits or orders from all governmental authorities or other persons, including preparing and filing any required submissions under the HSR Act. Buyer has agreed to take all reasonable steps to avoid or eliminate impediments under any antitrust, competition or trade regulation law asserted by any governmental authority with respect to the Merger to enable the Merger to be consummated prior to December 15, 2007, including by divesting, or limiting its freedom of action with respect to, assets or businesses of

Buyer or the surviving corporation in the Merger in order to avoid any injunction or other order preventing or delaying the Merger beyond December 15, 2007. At Buyer s request, we will divest, or limit our freedom of action with respect to, any of our businesses, services or assets, conditioned on consummation of the Merger.

Table of Contents

Marketing Period

The Merger will become effective at the time we and the Buyer Parties file the Certificate of Merger with the Secretary of State of the State of Ohio (or at a later time, if agreed upon by the parties and specified in the Certificate of Merger). Unless otherwise agreed by the parties to the Merger Agreement, the parties are required to close the Merger on the third business day after the satisfaction or waiver of the conditions described under Conditions to the Merger, beginning on page 55, except that Buyer has the right to extend the closing date in order to allow it to seek improved financing terms during the marketing period.

The Agreement does not contain a financing condition for Buyer. However, in order to allow Buyer the opportunity to offer to sell high yield notes to finance a portion of the transaction, Buyer is entitled to delay the closing of the Merger until it has had 30 consecutive days after the later of regulatory approval and shareholder approval of the transaction and during which (i) Buyer has the financial information required under the Merger Agreement to obtain debt financing and (ii) all conditions to Buyer s obligation to consummate the Merger are satisfied. If Buyer is unable to complete the high yield notes offering on terms acceptable to it, then Buyer must consummate the transaction at the end of the marketing period by drawing on a bridge facility that is part of its financing commitment. The end date of the marketing period is October 5, 2007. However, the October 5, 2007 deadline may be extended in certain circumstances if, prior to October 5, 2007, Buyer has not had 30 consecutive days after the later of regulatory approval and shareholder approval of the transaction had been obtained and during which (i) Buyer had the financial information required under the Merger Agreement to obtain its debt financing and (ii) all conditions to Buyer s obligation to consummate the Merger were satisfied. In such event, the October 5, 2007 deadline will be extended until such 30 day period has occurred, but in no event later than December 15, 2007.

We can terminate the Merger Agreement if all of the mutual closing conditions and the conditions to the obligations of Buyer and Merger Sub to consummate the Merger are satisfied and Buyer fails to consummate the Merger on the final day of the marketing period.

Buyer has agreed to use its reasonable best efforts to arrange the debt financing to fund the proposed merger and related transactions contemplated by the debt financing commitments executed in connection with the Merger Agreement and to cause its financing sources to fund the financing required to consummate the proposed merger. See the section of the Merger Agreement entitled, Financing for a description of the financing arranged by Buyer to fund the proposed merger and related transactions.

We have agreed to cooperate in connection with the arrangement of the financing, including:

participating in a reasonable number of meetings and road shows;

assisting in preparation of offering materials and furnishing financial information reasonably requested; and

executing financing and security documents at the time of closing of the Merger.

Conditions to the Merger

Conditions to Each Party s Obligations. Each party s obligation to complete the Merger is subject to the satisfaction or waiver of the following conditions:

the Merger Agreement must have been adopted and approved by the affirmative vote of the holders of a majority of all outstanding shares of our common stock;

any applicable waiting period (and any extension thereof) under the HSR Act shall have expired or been terminated; and

no temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any court or agency of competent jurisdiction or other statute, law or rule shall be in effect preventing the merger.

Table of Contents

Conditions to Buyer s and Merger Sub s Obligations. The obligation of Buyer and Merger Sub to complete the Merger is subject to the satisfaction or waiver of the following additional conditions:

- all representations and warranties made by us in the Merger Agreement must be true and correct in all respects as of the closing of the Merger as if made at and as of such time (without giving effect to any qualification as to materiality or company material adverse effect set forth in such representations and warranties), except where the failure to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a material adverse effect on us; provided that any representations made by us as of a specific date need only be so true and correct (subject to such qualifications) as of the date made;

- we must have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, we are required to perform under the Merger Agreement at or prior to the closing date;

- we must deliver to Buyer and Merger Sub at closing a certificate with respect to our satisfaction of the foregoing conditions relating to our representations and warranties, performance of our covenants and the absence of any Company Material Adverse Effect; and

- we must deliver to Buyer at closing an affidavit of the company issued pursuant to and in compliance with Treasury Regulation Section 1-897-2(h) certifying that an interest in the company is not a U.S. real property interest within the meaning of IRC Section 897 and proof that we have provided such notice to the IRS in accordance with the provisions of Treasury Regulation Section 1-897-2(h)(2).

Conditions to our Obligations. Our obligation to complete the Merger is subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties made by Buyer and Merger Sub in the Merger Agreement must be true and correct in all respects as of the date of the Merger Agreement and as of the closing of the Merger as if made as of the closing, except where the failure of such representations and warranties to be so true would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the ability of Buyer or Merger Sub to consummate the transactions contemplated by the Merger Agreement; provided that any representations made by Buyer and Merger Sub as of a specific date need only be so true and correct as of the date made;

- Buyer and Merger Sub must have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, required to be performed by them under the Merger Agreement at or prior to the closing date; and

- Buyer and Merger Sub s delivery to us at closing of a certificate with respect to the satisfaction of the foregoing conditions relating to its representations and warranties and performance of its covenants.

If a failure to satisfy one of these conditions to the Merger is not considered by our board of directors to be material to our shareholders, the board of directors could waive compliance with that condition. Our board of directors is not aware of any condition to the Merger that cannot be satisfied. Under Ohio law, after the Merger Agreement has been adopted and approved by our shareholders, the merger consideration to be paid pursuant to the Merger Agreement cannot be changed and the Merger Agreement cannot be altered in a manner adverse to our shareholders without re-submitting the revisions to our shareholders for their approval.

Restrictions on Solicitations of Other Offers

For a period of 45 days after the execution of the Merger Agreement (the go-shop period), we are permitted to contact third parties and engage in discussions or negotiations with third parties in order to solicit proposals for alternative transactions. During this period, we may provide confidential information to an interested third party only if (i) such party has entered into a confidentiality and standstill agreement that contains provisions that are no less favorable in the aggregate to us than those contained in the confidentiality agreement entered into with the Equity Sponsors and (ii) we will promptly provide to Buyer

Table of Contents

any non-public information concerning us or our subsidiaries provided to such other party which was not previously provided to Buyer.

Following the expiration of the 45 day go-shop period, we are permitted to continue discussions and negotiations with and provide non-public information to only the following two types of parties: (1) any third parties identified during the go-shop period that have submitted a proposal qualifying as a Takeover Proposal and which the Special Committee determines in good faith, (i) upon the advice of our financial advisors and outside legal counsel, that such Takeover Proposal is or is reasonably likely to result in a Superior Proposal and (ii) upon the advice of our outside legal counsel, that taking such action is necessary to comply with our board s fiduciary obligations; or (2) any third parties submitting an unsolicited proposal if, prior to taking such action, (i) we enter into a confidentiality and standstill agreement that contains provisions no less favorable in the aggregate to us than those contained in the confidentiality agreement entered into with the Equity Sponsors, and (ii) the Special Committee determines in good faith, (A) upon the advice of our financial advisors and outside legal counsel, that such Takeover Proposal is or is reasonably likely to result in a Superior Proposal and (B) upon the advice of our outside legal counsel, that taking such action is necessary to comply with our board s fiduciary obligations.

A Takeover Proposal means a proposal for the acquisition or purchase of a business or division (or more than one) that constitutes (i) 15% or more of the net revenues, net income or assets of us and our subsidiaries, taken as a whole, (ii) 15% or more of the equity interest in us and our subsidiaries, taken as a whole, (by vote or value), (iii) any tender offer or exchange offer that if consummated would result in any person or group of persons beneficially owning 15% or more of the equity interest (by vote or value) in us and our subsidiaries, taken as a whole, or (iv) any merger, reorganization, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving us (or subsidiaries whose business constitutes 15% or more of our and our subsidiaries net revenues, net income or assets, taken as a whole).

A Superior Proposal means a Takeover Proposal which our board of directors in good faith determines would, if consummated, result in a transaction that is more favorable from a financial point of view to our shareholders than the Merger, after (i) receiving the advice of its financial advisor, (ii) taking into account the likelihood of consummation of such transaction on the terms set forth therein and (iii) taking into account all appropriate legal, financial, regulatory or other aspects of such proposal and any other relevant factors permitted by applicable law. For purposes of the definition of Superior Proposal all references in the definition of Takeover Proposal above to 15% or more shall be deemed to be references to 50% or more.

We are required to promptly notify Buyer in the event we receive a Takeover Proposal and promptly notify Buyer if we determine to begin providing information or to engage in negotiations concerning an unsolicited Takeover Proposal. We will concurrently disclose to Buyer any non-public information disclosed that was not previously disclosed to Buyer.

Other than as provided above, from the end of the 45 day go-shop period until the effective time of the Merger or, if earlier, the termination of the Merger Agreement in accordance with its terms, we may not:

initiate, solicit or encourage (including by way of providing information) or facilitate any inquiries, proposals or offers with respect to a Takeover Proposal;

participate or engage in discussions or negotiations with, or furnish or disclose non-public information relating to us or our subsidiaries to assist any person in connection with a Takeover Proposal; or

propose or agree to do any of the foregoing.

Recommendation Withdrawal/Termination in Connection with a Superior Proposal

The Merger Agreement provides that our board of directors will not (i) withdraw or modify in a manner adverse to Buyer and Merger Sub its recommendation of the Merger (or publicly propose to do so), or (ii) take any other action or make any other public statement in connection with the special meeting that is

Table of Contents

inconsistent with its recommendation of the Merger (any action described in (i) and (ii) is referred to as an adverse change in recommendation in this proxy statement).

Notwithstanding the foregoing, if at any time prior to the approval of the Merger Agreement by our shareholders, we receive a Takeover Proposal which our board of directors concludes in good faith constitutes a Superior Proposal, our board of directors may effect an adverse change in recommendation or terminate the Merger Agreement and enter into a definitive agreement with respect to a Superior Proposal, if it concludes in good faith (after consultation with its legal advisors) that failure to do so could violate its fiduciary duties under applicable law.

Our board of directors may only terminate the Merger Agreement in connection with a Superior Proposal if:

concurrent with such termination, we pay the applicable termination fee to Buyer; and

we give written notice to Buyer of the board of directors intention to effect an adverse change in recommendation or terminate the Merger Agreement, which notice must include a written summary of the material terms and conditions of the Superior Proposal (including the identity of the party making the Superior Proposal) and provide a copy of the proposed transaction agreements and, within five business days following receipt of such notice and information, Buyer does not make an offer that results in the Takeover Proposal no longer being a Superior Proposal.

Shareholders Meeting

Under the Merger Agreement, we have agreed to convene and hold a shareholders meeting as promptly as reasonably practicable following clearance of the proxy statement by the SEC for purposes of considering and voting upon the adoption and approval of the Merger Agreement by our shareholders.

Takeover Statutes

We have agreed to take all actions necessary to ensure that no takeover statute or similar statute or regulation is or becomes applicable to the Merger. If any such statute or regulation becomes applicable to the Merger, we have agreed to take all actions necessary to ensure that the Merger may be completed as promptly as practicable on terms contemplated by the Merger Agreement and otherwise minimize the effect of such statute or regulation on the Merger.

Termination of the Merger Agreement

The Merger Agreement may be terminated at any time prior to the consummation of the Merger, whether before or after shareholder approval has been obtained:

by mutual written consent of us, on the one hand, and Buyer, on the other hand;

by either us, on the one hand, or Buyer or Merger Sub, on the other hand, if:

the Merger is not consummated on or before December 15, 2007 (such termination right is not available to a party whose breach of the Merger Agreement has resulted in or was a principle cause of the failure of the Merger to be completed by the end date);

any court of competent jurisdiction or governmental, regulatory or administrative agency or commission has issued a non-appealable final order, decree or ruling that effectively permanently restrains, enjoins or otherwise prohibits the Merger or any law is enacted that prohibits consummation of the Merger; or

our shareholders, at the special meeting or at any adjournment or postponement thereof, fail to adopt and approve the Merger Agreement.

Table of Contents

by Buyer if:

- we have breached any of our representations, warranties, covenants or agreements under the Merger Agreement which would give rise to the failure to satisfy the related closing conditions and such breach has not been cured within 20 business days after receipt of notice;

- our board of directors amends, modifies or withdraws its recommendation in favor of the Merger in a manner adverse to Buyer, or publicly announces an intention to do so; or

- our board of directors adopts a formal resolution approving, endorsing or recommending to our shareholders an alternative transaction, or publicly announces an intention to do so.

by us if:

- Buyer or Merger Sub has breached any of its representations, warranties, covenants or agreements under the Merger Agreement which would give rise to the failure to satisfy the related closing conditions and such breach has not been cured within 20 business days after receipt of notice; or

- prior to obtaining shareholder approval of the Merger, we terminate the Merger Agreement in order to enter into an agreement with respect to a Superior Proposal in accordance with the terms of the Merger Agreement, and prior to or concurrently with such termination, we pay the termination fee to Buyer.

Termination Fee and Expense Reimbursement

We have agreed to reimburse Buyer s actual out-of-pocket fees and expenses, up to a limit of $10 million, which amount will be offset against any termination fee, if a proposal meeting the requirements of a Takeover Proposal was made known or proposed to us or otherwise publicly announced prior to termination of the Merger Agreement and:

- Buyer or we terminate because our shareholders, at the special meeting or at any adjournment thereof, fail to adopt and approve the Merger Agreement;

- Buyer terminates because (i) our board of directors withdraws, amends or modifies its recommendation in any manner adverse to Buyer or (ii) our board of directors approves or recommends to our shareholders an acquisition proposal other than the Merger, or resolves or announces its intention to do any of the foregoing; or

- Buyer terminates because we breached our representations, warranties, covenants or agreements under the Merger Agreement which would give rise to the failure to satisfy the related closing conditions and such breach is not cured within 20 business days after receipt of notice.

We must pay a termination fee of $25 million if the Merger Agreement is terminated under the conditions described in further detail below:

- Buyer terminates because (i) our board of directors withdraws, amends or modifies its recommendation in any manner adverse to Buyer or (ii) our board of directors approves or recommends to our shareholders an acquisition proposal other than the Merger, or resolves or announces its intention to do any of the foregoing, and in either case a Takeover Proposal (or the intention of a person to make one) was not made known or proposed to us or otherwise publicly announced prior to such termination, in which event payment will be made within two business days after such termination;

Buyer or we terminate because our shareholders, at the special meeting or at any adjournment thereof, fail to adopt and approve the Merger Agreement; a Takeover Proposal (or the intention of a person to make one) was made known or proposed to us or otherwise publicly announced prior to termination; and, within twelve months from the date of termination, we enter into a contract for the consummation of an alternative transaction (and such alternative transaction is ultimately consummated) or an alternative transaction is consummated, in which event payment will be made on the date we consummate such alternative transaction;

Table of Contents

Buyer terminates because (i) our board of directors effects an adverse change in recommendation in accordance with the terms of the Merger Agreement or (ii) our board of directors approves or recommends to our shareholders an acquisition proposal other than the Merger, or resolves or announces its intention to do any of the foregoing; a Takeover Proposal (or the intention of a person to make one) was made known or proposed to us or otherwise publicly announced prior to termination; and, within twelve months from the date of termination, we enter into a contract for the consummation of an alternative transaction (and such alternative transaction is ultimately consummated) or an alternative transaction is consummated, in which event payment will be made on the date we consummate such alternative transaction;

Buyer terminates because we breached our representations, warranties, covenants or agreements under the Merger Agreement which would give rise to the failure to satisfy the related closing conditions and such breach is not cured within 20 business days after receipt of notice; a Takeover Proposal (or the intention of a person to make one) was made known or proposed to us or otherwise publicly announced prior to termination; and, within twelve months from the date of termination, we enter into a contract for the consummation of an alternative transaction (and such alternative transaction is ultimately consummated) or an alternative transaction is consummated, in which event payment will be made on the date we consummate such alternative transaction; or

We terminate because we have entered into a definitive agreement with respect to a Superior Proposal, in which event payment will be made prior to or concurrently with the time of termination.

The Merger Agreement provides that Buyer will pay us a termination fee of $25 million ($35 million if the marketing period has been extended by Buyer) if we terminate because Buyer or Merger Sub breach their obligations to effect the closing pursuant to the Merger Agreement and such breach is not cured within 20 business days after receipt of notice, in which event payment will be made within two business days following such termination.

Specific Performance; Remedies

Buyer and Merger Sub are entitled to specific performance of the terms and provisions of the Merger Agreement in addition to any other remedy to which they are entitled, including damages for any willful or intentional breach of the Merger Agreement by us. Otherwise, the termination fee is the sole remedy to Buyer and Merger Sub upon termination of the Merger Agreement pursuant to its terms.

Employee Benefits

The surviving corporation and its subsidiaries will (i) provide each employee of the company and its subsidiaries with employee benefits plans that are similar to those provided under our benefit plans, programs, policies, practices and arrangements (excluding equity-based programs) in effect at the closing of the Merger and (ii) maintain for a period of at least one year after the closing of this Merger severance benefits for our employees terminated during that period that are no less favorable than those that are in effect at the time of the Merger.

At the effective time of the Merger, all salary amounts withheld on behalf of the participants in the Amended and Restated Employee Stock Purchase Plan (ESPP) through the closing date of the Merger not used to purchase shares of Common Stock under the terms of these plans and still remaining in a participants account will be refunded in accordance with the terms of the ESPP.

At the Effective Time of the Merger, our Amended and Restated Dividend Reinvestment and Stock Purchase Plan (DRIP) will be terminated. Our Board of Directors intends to suspend application of the DRIP with respect to any dividends payable after July 2, 2007 and prior to the Effective Time of the Merger and all such dividends will be paid

in cash to all participants in the DRIP. Any cash remaining in a participant s account at the Effective Time will be refunded in accordance with the DRIP.

Table of Contents

Indemnification and Insurance

From and after the effective time of the Merger, Buyer and the surviving corporation shall to the greatest extent permitted by law jointly and severally indemnify and hold harmless (and comply with all of our and our subsidiaries existing obligations to advance funds for expenses) (i) the present and former officers and directors thereof against any and all costs or expenses (including reasonable attorneys fees and expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative (damages), arising out of, relating to or in connection with any acts or omissions occurring or alleged to occur prior to or at the effective time, including, without limitation, the approval of the Merger Agreement, the Merger or the other transactions contemplated by the Merger Agreement or arising out of or pertaining to the transactions contemplated by the Merger Agreement; and (ii) such persons against any and all damages arising out of acts or omissions in connection with such persons serving as an officer, director or other fiduciary in any entity if such service was at the request or for the benefit of us or any of our subsidiaries.

As of the effective time of the Merger, we shall have purchased, and, following the effective time, the surviving corporation shall maintain, a tail policy to the current directors and officers insurance policy, which tail policy shall be effective for a period from the effective time through and including the date six years after the closing date with respect to claims arising from facts or events that existed or occurred prior to or at the effective time, and which tail policy shall contain substantially the same coverage and amount as, and contain terms and conditions no less advantageous, in the aggregate, than the coverage currently provided by the current policy; provided, however, that in no event shall the surviving corporation be required to expend annually in excess of 300% of the annual premium currently paid by us under the current policy; provided, however, that if the premium of such insurance coverage exceeds the insurance amount, we shall be obligated to obtain, and the surviving corporation shall be obligated to maintain, a policy with the greatest coverage available for a cost not exceeding the insurance amount.

Amendment, Extension and Waiver

The parties may amend the Merger Agreement at any time prior to the consummation of the Merger. After our shareholders have adopted and approved the Merger Agreement, however, there shall be no amendment to the Merger Agreement that by law requires further approval by our shareholders without such approval having been obtained. All amendments to the Merger Agreement must be in writing signed by us, Buyer and Merger Sub.

At any time before the consummation of the Merger, each of the parties to the Merger Agreement may, by written instrument:

extend the time for the performance of any of the obligations or other acts of the other parties;

waive any inaccuracies in the representations and warranties of the other parties contained in the Merger Agreement or in any document delivered pursuant to the Merger Agreement; or

subject to the requirements of applicable law, waive compliance with any of the agreements or conditions contained for such party s benefit in the Merger Agreement.

FINANCING FOR THE MERGER

We and the Buyer Parties estimate that the total amount of funds necessary to consummate the Merger and related transactions, the repayment or refinancing of certain existing indebtedness and the payment of customary transaction fees and expenses will be approximately $1.07 billion, which is expected to be funded by new credit facilities, private and/or public offerings of debt securities and equity financing. Funding of the equity and debt financing is subject to the satisfaction of the conditions set forth in the commitment letters pursuant to which the financing will be provided.

Table of Contents

The following arrangements are in place for the financing of the Merger, including the payment of a portion of the merger consideration and related expenses pursuant to and in accordance with the Merger Agreement:

Equity Financing

Buyer has received equity commitment letters from the Equity Sponsors, pursuant to which, subject to the conditions contained therein, the Equity Sponsors have collectively agreed to make or cause to be made cash capital contributions to Buyer of up to $285 million.

The equity commitment letter provides that the equity funds will be contributed at the closing of the Merger to fund a portion of the total merger consideration, pursuant to and in accordance with the Merger Agreement. The equity commitment is generally subject to the execution and delivery of the Merger Agreement by us and all related agreements by the other parties to the Merger Agreement, the satisfaction of the conditions to Buyer s obligations to consummate the transactions contemplated by the Merger Agreement and the substantially concurrent consummation of the Merger. The equity commitment letter will terminate upon the closing of the Merger, upon the termination of the Merger Agreement, or if we or our affiliates assert a claim against the Equity Sponsors under the limited guarantee or in connection with the Merger Agreement or any of the transactions contemplated by the Merger Agreement. See Limited Guarantee, beginning on page 64.

Debt Financing

Buyer has received a debt commitment letter from Goldman Sachs Credit Partners, L.P. (the Lender) to provide the following, subject to satisfaction of the conditions contained therein:

- up to $685 million of senior secured credit facilities, for the purpose of financing the Merger, repaying or refinancing certain existing indebtedness, paying fees and expenses incurred in connection with the Merger and for other general corporate purposes of the surviving corporation and its subsidiaries; and

- up to $265 million under a senior subordinated bridge facility, for the purpose of financing the Merger, repaying or refinancing certain existing indebtedness, and paying fees and expenses incurred in connection with the Merger.

The debt commitments expire on January 23, 2008. The documentation governing the senior secured credit facilities and senior subordinated bridge facility has not been finalized and, accordingly, the actual terms of such facilities may differ from those described in this proxy statement.

On June 13, 2007, the Lender contacted representatives of KeyBank, N.A. (KeyBank), an affiliate of KeyBanc, requesting that KeyBank participate in the debt financing. The amount of KeyBank s proposed participation in the debt financing is not known at this time and it is possible that KeyBank may elect not to participate in the debt financing or to withdraw its participation in the debt financing in the future.

Conditions Precedent to the Debt Commitments

The availability of the senior secured credit facilities and the bridge facility is subject to, among other things, that prior to the successful syndication of the facilities, there being no other issues of debt securities or other credit facilities of Buyer, the surviving corporation, us or each of our subsidiaries being announced, offered, placed or arranged (other than the senior subordinated notes described below), consummation of the Merger in accordance with the Merger Agreement (and no provision thereof being waived or amended in a manner materially adverse to the

Lender without the consent of the Lender), the payment of fees and expenses and the negotiation, execution and delivery of definitive documentation.

Senior Secured Credit Facilities

General. The borrower under the senior secured credit facilities will be us as the surviving corporation.

Table of Contents

The senior secured credit facilities will be comprised of a $535 million senior secured term loan facility with a term of seven years, a $150 million senior secured revolving credit facility with a term of six years. The revolving facility will include sublimits for the issuance of letters of credit and swingline loans. No alternative financing arrangements or alternative financing plans have been made in the event that the senior secured credit facilities are not available as anticipated.

Lender will act as lead arranger and bookrunner for the senior secured credit facilities. Lender will also act as the sole administrative agent, collateral agent and syndication agent. A financial institution to be agreed between us and Lender will be the documentation agent for the senior secured credit facilities.

Interest Rate and Fees. Loans under the senior secured credit facilities are expected to bear interest, at the borrower s option, at (1) a rate equal to Adjusted LIBOR (London interbank offer rate) plus 2.25%, or (2) a rate equal to ABR (the Alternate Base Rate, which is the higher of Lender s Prime Rate and the Federal Funds Effective Rate, plus 1/2 of 1.0%) plus 1.25%. Applicable margins will be subject to reduction pursuant to a leverage-based pricing grid.

Upon the initial funding of the senior secured credit facilities, we will also pay an underwriting and arrangement fee to the Lender. In addition, we will pay ongoing customary commitment fees (subject to changes based on leverage) and letter of credit fees under the revolving credit facilities.

Prepayments and Amortization. We will be permitted to make voluntary prepayments of the senior secured credit facilities at any time, without premium or penalty. We also will be required to make mandatory prepayments with (1) 50% of the surviving corporation s excess cash flow, (2) net cash proceeds of all non-ordinary course asset sales (subject to reinvestment rights), and (3) net cash proceeds of issuances of debt (other than refinancing debt). The loans under the term facility will amortize in quarterly installments in aggregate annual amounts (with the installments within each such year being equal in amount) for each year following the closing date equal to 1% of the original principal amount thereof, with the balance payable on the final maturity date of such term loans.

Guarantors. All obligations under the senior secured credit facilities will be guaranteed by Buyer and by each existing and subsequently acquired or organized wholly owned domestic subsidiary of Buyer (excluding unrestricted subsidiaries and certain immaterial and dormant subsidiaries to be agreed).

Other Terms. The senior secured credit facilities will contain customary representations and warranties and customary affirmative and negative covenants, including, among other things, restrictions on indebtedness, investments, sales of assets, mergers and consolidations, prepayments of subordinated indebtedness and certain other indebtedness, liens, transactions with affiliates, and dividends and other distributions. The senior secured facilities will also include customary events of default, including a change of control to be defined.

Senior Subordinated Notes

We expect to issue up to $265 million in aggregate principal amount of senior subordinated notes. We expect to offer the notes to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933 or to other purchasers pursuant to other applicable exemptions under the Securities Act of 1933.

Bridge Facilities

If the offering of senior subordinated notes is not completed on or prior to the closing of the Merger, the Lender has committed to provide up to $265 million in loans under a senior subordinated bridge facility to us. After consummation of the Merger, we as the surviving corporation will be the borrower under the bridge facility. The

obligations of the borrower and the guarantors under the bridge facility will be guaranteed by each of our subsidiaries that is a guarantor of the senior secured credit facilities, provided that the obligations of the borrower and the guarantors under the senior subordinated bridge facility will be guaranteed on a senior subordinated basis.

Table of Contents

If the senior subordinated bridge loans are not paid in full on or before the first anniversary of the Merger, they will be automatically converted into senior subordinated term loans and the maturity will be automatically extended to the tenth anniversary of the closing of the Merger and any senior subordinated exchange notes will also mature on the tenth anniversary of the closing of the Merger. The senior subordinated term loans may be exchanged in whole or in apart for senior subordinated exchange notes having an equal principal amount.

Lender will act as lead arranger and bookrunner for the bridge facility, and a financial institution to be agreed upon between us and Lender will be act as the sole administrative agent for the bridge facility.

LIMITED GUARANTEE

The summary of the material terms of the limited guarantee of all the Equity Sponsors below and elsewhere in this proxy statement is qualified in its entirety by reference to the complete text of the limited guarantee attached hereto as Annex D and incorporated herein by reference. This summary does not purport to be complete and may not contain all of the information about the limited guarantee that is important to you. We encourage you to read carefully the limited guarantee in its entirety, as the rights and obligations of the parties are governed by the express terms of the limited guarantee and not by this summary or any other information contained in this proxy statement.

Each of the Equity Sponsors has agreed to unconditionally and irrevocably guarantee the prompt and complete payment, if and when due under the Merger Agreement, of the obligation of Buyer to pay to us a reverse termination fee of $25 million or $35 million, as applicable, if the Merger Agreement is terminated under certain circumstances. The aggregate cap on liabilities under the limited guarantee is $25 million or $35 million, as applicable, plus any costs incurred by us to collect payment. The obligations of each Equity Sponsor under the limited guarantee are several and joint. The limited guarantee will remain in full force and effect until the earlier of the effective time of the Merger, the termination of the Merger Agreement under circumstances that do not give rise to any payment obligation of the Buyer Parties, or the payment in full of all obligations of the Buyer Parties; provided, that if we commence an action with respect to the limited guarantee in a court of competent jurisdiction, the limited guarantee shall remain in full force and effect until the final resolution of such action.

VOTING AGREEMENT

The following summary of the material provisions of the voting agreement is qualified in its entirety by reference to the complete text of the voting agreement attached hereto as Annex E and incorporated herein by reference. This summary does not purport to be complete and may not contain all of the information about the voting agreement that is important to you. We encourage you to read carefully the limited guarantee in its entirety, as the rights and obligations of the parties are governed by the express terms of the voting agreement and not by this summary or any other information contained in this proxy statement.

In connection with the execution of the Merger Agreement, the Myers Parties entered into a voting agreement with Buyer. Pursuant to the terms of the voting agreement the Myers Parties agreed to vote their shares in favor of adoption and approval of the Merger Agreement. As of June 11, 2007, the Myers Parties own approximately 18.66% of our common stock.

The Myers Parties also agreed, that during the term of the voting agreement, they would not sell, transfer, pledge, encumber, assign or otherwise dispose any of their shares except in limited circumstances.

The voting agreement will terminate on the earlier to occur of (a) the effective time of the Merger or (b) the termination of the Merger Agreement in accordance with its terms. In addition, the Myers Parties have the right to

terminate the voting agreement if the Merger Agreement is amended or otherwise modified to reduce the value or change the form of the merger consideration from all cash to something else.

Table of Contents

MARKET PRICE AND DIVIDEND FOR COMMON STOCK

Our Common Stock is traded on the New York Stock Exchange (ticker symbol MYE). The following table sets forth the high and low stock prices and dividends for the periods indicated.

2007 Quarter Ended	Sale Price High	Sale Price Low	Dividends Paid
March 31	$ 18.91	$ 15.13	$ .0525
June 30 (through June 11)	$ 22.55	$ 18.68	$ .0525

2006 Quarter Ended	Sale Price High	Sale Price Low	Dividends Paid
March 31	$ 17.70	$ 14.00	$ .0525
June 30	$ 18.39	$ 14.03	$ .0525
September 30	$ 17.66	$ 15.13	$ .0525
December 31	$ 18.77	$ 15.32	$ .0525

2005 Quarter Ended	Sale Price High	Sale Price Low	Dividends Paid
March 31	$ 14.84	$ 11.98	$ .0525
June 30	$ 14.51	$ 9.23	$ .0525
September 30	$ 13.70	$ 11.38	$ .0525
December 31	$ 14.84	$ 10.60	$ .0525

2004 Quarter Ended	Sale Price High	Sale Price Low	Dividends Paid
March 31	$ 11.82	$ 10.06	$ .0525
June 30	$ 12.91	$ 10.36	$ .0525
September 30	$ 13.54	$ 10.80	$ .0525
December 31	$ 12.97	$ 10.02	$ .0525

On April 23, 2007, the last full trading day prior to the public announcement of the Merger Agreement, the closing sale price of our common stock as reported on the NYSE was $21.51. On June 19, 2007, the last full trading day prior to the date of this proxy statement, the closing price of the common stock as reported on the NYSE was $22.25. You are encouraged to obtain current market quotations for the Common Stock in connection with voting your shares.

As of June 11, 2007, there were 35,148,103 shares of our common stock outstanding held by approximately 2,053 holders of record.

The Merger Agreement provides that prior to the effective time of the Merger, we can declare, set aside or pay any dividend on our common stock in accordance with our historical practice.

Table of Contents

SECURITY OWNERSHIP BY CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table shows the number of shares of our common stock beneficially owned as of June 11, 2007 (unless otherwise indicated) by:

- each person, who, to our knowledge, beneficially owns more than 5% of our common stock;
- each of our directors;
- the chief executive officer, the chief financial officer and two former executive officers who would have been among the three executive officers during 2006 (the Named Executive Officers); and
- all individuals who served as directors or Named Executive Officers, as a group.

A beneficial owner of stock is a person who has sole or shared voting power, meaning the power to control voting decisions, or sole or shared investment power, meaning the power to cause the sale of the stock. All individuals listed in the table have sole voting and investment power over the shares unless otherwise noted. We have no preferred stock issued or outstanding.

	Shares Beneficially Owned	Percent of Shares Outstanding[1]
Greater Than 5% Owners[2,3]		
Mary S. Myers[4]	3,829,443	10.89%
Stephen E. Myers[5]	2,981,173	8.48%
Dimensional Fund Advisors, Inc. 1299 Ocean Avenue, 11th Floor Santa Monica, CA 90401	1,958,940	5.57%
GAMCO Investors One Corporate Center Rye, New York 10580-1435	2,747,675	7.82%
T. Rowe Price 100 E. Pratt Street Baltimore, Maryland 21202	1,943,375	5.53%
Directors and Named Executive Officers[2,6,7]		
Keith A. Brown	85,478	
Vincent C. Byrd[8]	1,750	
Karl S. Hay	19,527	
Richard P. Johnston	18,043	
Edward W. Kissel	15,726	
Stephen E. Myers[5]	2,981,173	8.48%
John C. Orr[9]	90,071	
Richard L. Osborne	28,218	
Jon H. Outcalt	52,721	
Robert A. Stefanko		

Donald A. Merril[9]	12,000	
All Directors and Nominees and Named Executive Officers as a group (11 persons)	**3,304,707**	**9.40%**

(1) Number of shares of common stock beneficially owned is reported as of June 11, 2007. Unless otherwise indicated, none of the persons listed beneficially owns one percent or more of the outstanding shares of common stock.

(2) Unless otherwise noted, the beneficial owner uses the same address as the address of our principal office.

(3) According to filings made with the SEC, this party or an affiliate has dispositive and/or voting power over the shares.

(4) Includes 253,021 shares held by the Myers Foundation for which Mary Myers may be deemed beneficial owner.

Table of Contents

(5) Includes 15,613 shares of common stock held by Mr. Myers spouse and 61,203 shares held by his son, for which Mr. Myers disclaims beneficial ownership and 253,021 shares held by the Myers Foundation for which he may be deemed beneficial owner. Also includes 497,801 shares held by MSM and Associates Limited Partnership. Mr. Myers is a trustee of the partnership and as such may be deemed the beneficial owner of such shares. He disclaims beneficial ownership in such shares to the extent he does not hold a pecuniary interest.

(6) Includes shares which the non-employee director has a right to acquire by exercising options granted under the 1992 Stock Option Plan and Amended and Restated 1999 Incentive Stock Plan.

(7) The amounts shown represent the total shares of common stock owned by such individuals, together with shares which are issuable under currently exercisable stock options: Mr. Brown, 8,850; Mr. Hay, 8,850; Mr. Johnston, 8,850; Mr. Kissel, 8,850; Mr. Myers, 7,900; Mr. Orr, 18,300; Mr. Osborne, 8,850; Mr. Outcalt, 8,850; and Mr. Merril, 6,000.

(8) Includes 750 shares owned by Mr. Byrd s spouse.

(9) Includes 20,000 shares for Mr. Orr and 6,000 shares for Mr. Merril which are subject to restricted stock awards that are subject to forfeiture provisions.

ADJOURNMENT OR POSTPONEMENT OF THE SPECIAL MEETING (PROPOSAL NO. 2)

We are asking our shareholders to vote on a proposal to adjourn or postpone the special meeting, if necessary, to permit further solicitation of proxies in the event there are insufficient votes at the time of the special meeting to adopt and approve the Merger Agreement. We currently do not intend to adjourn or postpone our special meeting if there are sufficient votes to adopt and approve the Merger Agreement. The approval of the proposal to adjourn or postpone our special meeting, if necessary, for the purpose of soliciting additional proxies requires the affirmative vote of the holders of a majority of the shares of our common stock present in person or represented by proxy at the special meeting and entitled to vote on the matter.

The independent members of our board of directors acting on the unanimous recommendation of the special committee of the board of directors recommend that you vote FOR the proposal to adjourn or postpone the special meeting, if necessary, to permit further solicitation of proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement.

ADDITIONAL INFORMATION

Other Matters

We know of no other matters that will be presented for consideration at the special meeting. If any other matters properly come before the special meeting, it is the intention of the proxyholders named in the enclosed form of proxy to vote the shares they represent as the board of directors may recommend.

Future Shareholder Proposal

If the Merger is completed, we will have no public shareholders and no public participation in any of our future shareholder meetings. If the Merger is not completed, you will continue to be entitled to attend and participate in our shareholder meetings and we will hold an annual meeting of shareholders in 2008, in which shareholder proposals will

be eligible for consideration and inclusion in the proxy statement and form of proxy for our 2008 annual shareholder meeting.

Shareholder Proposal for Inclusion in Proxy Statement

Any proposals to be considered for inclusion in the proxy statement to be provided to our shareholders for its next annual meeting to be held in April 2008 may be made only by a qualified shareholder and must be received by us no later than November 20, 2007.

If a shareholder intends to submit a proposal at our 2008 annual meeting of shareholders which is not eligible for inclusion in the proxy statement relating to the meeting, and the shareholder fails to give us notice in accordance with the requirements set forth in the Securities Exchange Act of 1934, as amended no later than February 1, 2008, then the proxy holders will be allowed to use their discretionary authority if such proposal is properly raised at our annual meeting of shareholders in 2008.

Table of Contents

The submission of such a notice does not ensure that a proposal can be raised at our annual meeting of shareholders.

FINANCIAL PROJECTIONS

Our management does not as a matter of course make public projections as to future performance or earnings beyond the current fiscal year and is especially wary of making projections for extended earnings periods due to the unpredictability of the underlying assumptions and estimates. We include in this proxy statement the following projections (the Projections) only because certain of these Projections were provided by our management to the special committee, board of directors, KeyBanc, William Blair and Buyer and other potential acquirers in the context of the process of the go-shop provisions of the Merger Agreement. The Projections were prepared by our management for internal use and to assist Buyer with its due diligence investigation of us, and were not prepared with a view toward public disclosure or compliance with published guidelines of the SEC or the American Institute of Certified Public Accountants regarding forward-looking information or generally accepted accounting principles.

Neither our independent auditors nor any other independent accountants have compiled, examined or performed any procedures with respect to the prospective financial information contained in the Projections, nor have they expressed any opinion or given any form of assurance on the projections or their achievability. William Blair, KeyBanc and Buyer did not prepare the enclosed Projections, have no responsibility therefor, and may have varied some of the assumptions underlying the Projections for purposes of their analyses. Furthermore, the Projections:

- necessarily make numerous assumptions, many of which are beyond our control and may not prove to have been, or may no longer be, accurate;
- except as indicated below, do not necessarily reflect revised prospects for our business, changes in general business or economic conditions, or any other transaction or event that has occurred or that may occur and that was not anticipated at the time the Projections were prepared;
- are not necessarily indicative of current values or future performance, which may be significantly more favorable or less favorable than as set forth below; and
- should not be regarded as a representation that they will be achieved.

We believe the assumptions our management used as a basis for the Projections were reasonable at the time the Projections were prepared, given the information our management had at the time.

The Projections are not a guarantee of performance. They involve risks, uncertainties and assumptions. Our future financial results and shareholders value may materially differ from those expressed in the Projections due to factors that are beyond our ability to control or predict. We cannot assure you that the Projections will be realized or that our future financial results will not materially vary from the Projections. We do not intend to update or revise the Projections.

The Projections are forward-looking statements. For information on factors which may cause our future financial results to materially vary, see Cautionary Statements Regarding Forward-Looking Information, beginning on page 14. The Projections have been prepared using accounting principles consistent with our annual and interim financial statements as well as any changes to those principles known to be effective in future periods. The Projections do not reflect the effect of any proposed or other changes in accounting principles generally accepted in the United States of America that may be made in the future. Any such changes could have a material impact on the information shown below.

Table of Contents

	Historical			Projected				
($ in millions)	**2004**	**2005**	**2006PF**	**2007P**	**2008P**	**2009P**	**2010P**	**2011P**
Net Sales	$ 635.9	$ 736.8	$ 994.9	$ 1,040.9	$ 1,089.9	$ 1,141.9	$ 1,196.6	$ 1,254.2
Gross Profit	171.3	181.1	239.1	264.7	281.5	309.4	331.4	353.6
EBIT	46.2	47.7	76.4	99.5	112.4	132.0	145.0	157.5
EBITDA	75.5	76.7	115.1	135.5	149.5	166.0	176.5	187.0
Adjustments	(1.5)	(0.7)	2.1	0.0	0.0	0.0	0.0	0.0
Adjusted EBITDA	$ 74.0	$ 76.0	$ 117.2	$ 135.5	$ 149.5	$ 166.0	$ 176.5	$ 187.0

The Projections are based in part on the following facts and assumptions:

[1] 2006PF results are Pro Forma for the acquisitions of ITML and Schoeller Arca Systems N.A. and the divestiture of our European Material Handling business segment.

[2] 2006PF EBITDA adjustments include $2.1MM in non-recurring warranty, severance, and restructuring charges.

[3] EBITDA means earnings before interest, taxes, depreciation and amortization.

Our shareholders are cautioned not to place undue reliance on the projections included in this proxy statement.