

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): April 1, 2015

THERMON GROUP HOLDINGS, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35159
(Commission
File Number)

27-2228185
(IRS Employer
Identification No.)

100 Thermon Drive
San Marcos, Texas
(Address of Principal Executive Offices)

78666
(Zip Code)

Registrant's telephone number, including area code: **(512) 396-5801**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective April 1, 2015, George Alexander entered into a new employment agreement with Thermon Holding Corp. (the "Company"), a direct subsidiary of Thermon Group Holdings, Inc., as described below. Mr. Alexander was a party to a previous employment agreement, pursuant to which the initial term expired on March 31, 2015.

Mr. Alexander previously served as the Company's Executive Vice President, Global Sales and Marketing. Pursuant to his new employment agreement, Mr. Alexander will serve as Special Advisor to the President and Chief Executive Officer. The employment agreement provides for a one-year term beginning on April 1, 2015 and ending March 31, 2016. The agreement provides for a base salary of \$312,966.16. Mr. Alexander is not eligible to participate in the Company's annual short-term incentive program or additional long-term incentive awards with respect to his service on or April 1, 2015.

Mr. Alexander's continued service to the Company following the end of the term shall be on the basis of an independent contractor and Mr. Alexander shall only be paid for actual service performed on an as needed basis. Such continued service shall be subject to the terms and conditions of a subsequent consulting agreement to be mutually agreed upon by Mr. Alexander and the Company.

Should Mr. Alexander's employment terminate prior to the end of the term for any reason other than the Company without cause or by reason of death or disability, then the Company shall pay Mr. Alexander any earned but unpaid base salary, accrued but unpaid benefits and unreimbursed business expenses.

Should Mr. Alexander's employment terminate prior to the end of the term by the Company without Cause or by death or disability, the Company shall pay Mr. Alexander or Mr. Alexander's estate any earned but unpaid base salary, accrued but unpaid benefits, unreimbursed business expenses and Mr. Alexander's regular base salary in equal installments in accordance with the Company's normal payroll practice for the remainder of the term.

Mr. Alexander's outstanding equity award agreements will continue to vest in accordance with the terms and conditions of the original award agreements and the Thermon Group Holdings, Inc. 2011 Long-Term Incentive Plan, so long as Mr. Alexander remains employed by the Company and subject to his continued service as an independent contractor following the end of the term.

A copy of the employment agreement between the Company and Mr. Alexander is attached hereto as Exhibit 10.1. The foregoing description of the material terms of the employment agreement is qualified in its entirety by reference to such exhibit, which is incorporated herein by reference. A copy of the press release distributed by the Company on April 1, 2015 is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit

<u>No.</u>	<u>Description of Exhibit</u>
10.1	Third Amended and Restated Employment Agreement, effective as of April 1, 2015 between George Alexander and Thermon Holding Corp.
99.1	Press Release issued by Thermon on April 1, 2015.

SIGNATURES

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

Date: April 1, 2015

THERMON GROUP HOLDINGS, INC.

By: /s/ Jay Peterson

Name: Jay Peterson

Title: Chief Financial Officer

Exhibit Index

Exhibit No.

Description of Exhibit

10.1	Third Amended and Restated Employment Agreement, effective as of April 1, 2015 between George Alexander and Thermon Holding Corp.
99.1	Press Release issued by Thermon on April 1, 2015.

THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is effective as of April 1, 2015, between George Alexander ("Executive") and Thermon Holding Corp., a Delaware corporation (the "Company").

Whereas, Executive currently serves as the Company's Executive Vice President, Global Sales; and

Whereas, subject to the terms and conditions of this Agreement, the Company desires to employ Executive as a Special Advisor to the President and Chief Executive Officer; and

Therefore, in consideration for the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which both parties expressly acknowledge, Executive and the Company agree as follows:

1. **Employment.** Company hereby agrees to employ Executive as a Special Advisor to the President and Chief Executive Officer, and Executive accepts such employment and agrees to remain so employed, upon the terms and conditions stated herein.

2. **Term.** Executive's employment under this Agreement shall begin on April 1, 2015, and shall continue thereafter until March 31, 2016 (the "Term"), unless sooner terminated in accordance with Section 9 below. At the conclusion of the Term, the parties agree that Executive's continued service to the Company Group shall be on the basis of an independent contractor and Executive shall only be paid for actual service performed on an as needed basis. Such continued service shall be subject to the terms and conditions of a subsequent consulting agreement to be mutually agreed upon by Executive and the Company.

3. **Duties and Responsibilities.** Executive shall perform such duties as are reasonably assigned to Executive by the Company's President and Chief Executive Officer, to whom Executive will report and shall be accountable. Such duties will include providing assistance on corporate development projects, transitioning and supporting his successor as Executive Vice President, Global Sales, and such other duties and responsibilities which may be assigned by the President and Chief Executive Officer. The foregoing notwithstanding, Executive's duties and responsibilities shall not include international travel without Executive's prior consent, Executive shall not be responsible for any direct reports and Executive will not be an executive officer of the Company. Executive shall faithfully, diligently, and competently perform such services to the reasonable satisfaction of the Company's Chief Executive Officer, and Executive shall devote substantially all of his business time and best efforts, skill, and attention to the diligent performance and discharge of such duties and responsibilities. The parties agree that from time to time Executive may perform some of his duties while not present in the Company's offices, subject to such conditions as Executive and the President and Chief Executive Officer may agree.

4. **Exclusivity and Conflict of Interest.** Executive's employment with Company shall be exclusive. Accordingly, during Executive's employment with the Company, Executive shall not engage in any business activity other than on the Company's behalf without the express prior written approval of the Company's Board of Directors. It will not be a violation of this exclusivity provision for Executive to serve on charitable or civic boards or committees provided that such activity does not interfere with the performance of Executive's duties and responsibilities under this Agreement. Under no circumstance shall Executive engage in any activity that could create a conflict of interest between Executive and the Company or its affiliates.

5. **Base Salary.** For services rendered by Executive on the Company's behalf during Executive's employment, the Company will pay Executive a base salary ("Base Salary") at the annual rate of \$312,966.16, less customary withholding. The Company will pay Executive's pro-rata Base Salary on the Company's regular paydays.

6. **Incentive Compensation.**

(a) **Bonus.** Executive shall be eligible to receive his annual bonus for the fiscal year ended March 31, 2015, in accordance with the terms of the Company's bonus arrangements as in effect for that fiscal year. Executive shall not be eligible for an annual bonus or additional long-term incentive awards with respect to his service on or after April 1, 2015.

(b) **Options.** Executive is the recipient of a Stock Option Agreement and Option Award Notice with respect to the Company's common stock dated May 4, 2011 (collectively, the "Option Agreement"). Provided that Executive honors the terms and conditions of the Option Agreement and of this Agreement, 2,000 options shall vest and become exercisable on May

4, 2015 per the original terms of the Option Agreement, as long as Executive remains employed with the Company through such date. The remaining 2,000 options shall vest and become exercisable on May 4, 2016 per the original terms of the Option Agreement, subject to Executive's continued service as an independent contractor in accordance with the terms and conditions of a subsequent consulting agreement to be mutually agreed upon by Executive and the Company.

(c) **Restricted Stock Units.** Executive is the recipient of Restricted Stock Unit Award Agreements with respect to the Company's common stock dated August 2, 2012, August 1, 2013 and July 31, 2014 (the "RSU Agreements"). Provided that Executive honors the terms and conditions of each relevant RSU Agreement and of this Agreement, 4,563 restricted stock units shall vest per the RSU Agreements on August 1, 2015, 4,647 restricted stock units shall vest per the RSU Agreements on August 2, 2015 and 2,507 restricted stock units shall vest per the original terms of the RSU Agreements on March 31, 2016, as long as Executive remains employed with the Company through each such date. The remaining 4,563 restricted stock units shall vest on August 1, 2016, subject to Executive's continued service as an independent contractor in accordance with the terms and conditions of a subsequent consulting agreement to be mutually agreed upon by Executive and the Company.

(d) **Performance Units.** Executive is the recipient of Performance Unit Award Agreements with respect to the Company's common stock dated August 1, 2013 and July 31, 2014 (each a "PSU Agreement"). Pursuant to the PSU Agreement dated August 1, 2013, provided that Executive honors the terms and conditions of the PSU Agreement and of this Agreement, a target award of 4,563 performance units shall vest per the PSU Agreements on March 31, 2016 and will be earned based on the level of achievement of the Performance Goal (as defined in the PSU Agreement) in accordance with the PSU Agreement, as long as Executive remains employed with the Company through such date. Pursuant to the PSU Agreement dated July 31, 2014, 50% of the target award of performance units vested on March 31, 2015 and will be earned based on the achievement of the relevant Performance Goal and 50% of the target award of performance units shall vest per the PSU Agreements on March 31, 2016 (collectively, the "2014 PSUs"), as long as Executive remains employed with the Company through each such date. The 2014 PSUs shall be earned in accordance with the PSU Agreement based on the achievement of the Performance Goal at the end of the Performance Period (as defined in the PSU Agreement).

7. **Vacation and Other Employment Benefits.** During Executive's employment with the Company, Executive shall be entitled to five weeks (25 days) of personal time off per calendar year (pro-rated for partial years), taken at times mutually acceptable to Executive and the Company. Executive may carry over one week of unused personal time off from one calendar year to another. In addition, Executive may participate in those other employee benefit plans that the Company may make generally available to its salaried employees provided that Executive otherwise meets the eligibility requirements of those plans.

8. **Expense Reimbursement.** Executive shall be entitled to reimbursement for ordinary, necessary and reasonable out-of-pocket business expenses which Executive incurs in connection with performing Executive's duties under this Agreement, including reasonable business travel and meal expenses. The reimbursement of all such expenses shall be made in accordance with the Company's customary practice and policies (including presentation of evidence reasonably satisfactory to the Company of the amounts and nature of such expenses).

9. **Termination.** Either party may terminate Executive's employment upon written notice to the other party.

(a) Should Executive's employment terminate prior to the end of the Term for any reason other than by the Company without Cause or by reason of death or Disability, then the Company shall pay Executive (i) any earned but unpaid portion of the Base Salary and any accrued but unpaid employment benefit as required by applicable law, each pro-rated through Executive's employment termination date and (ii) for any unreimbursed business expenses incurred by Executive through Executive's last day of employment pursuant to Section 8 above. Any options, restricted stock units, or performance units which as of the date of termination have not yet vested pursuant to Section 6 above shall be forfeited in accordance with the terms and conditions of the applicable award agreements.

(b) Should Executive's employment terminate prior to the end of the Term by the Company without Cause or by reason of death or Disability, the Company shall pay Executive or Executive's estate (i) any earned but unpaid portion of the Base Salary and any accrued but unpaid employment benefit as required by applicable law, each pro-rated through Executive's employment termination date; (ii) any unreimbursed business expenses incurred by Executive through Executive's last day of employment pursuant to Section 8 above; and (iii) Executive's regular Base Salary in equal installments in accordance with the Company's normal payroll practice for the remainder of the Term subject to the execution, without revocation, of a waiver and release on or within 30 days following the date of his separation from service in the form prescribed by the Company. Any options, restricted stock units, or performance units which as of the date of termination have not yet vested pursuant to Section 6 above shall be treated in accordance with the terms and conditions of the applicable award agreements.

(c) Executive's employment shall terminate at the end of the Term and the Company shall pay Executive (i) any earned but unpaid portion of the Base Salary and any accrued but unpaid employment benefit as required by applicable law, each pro-rated through Executive's employment termination date and (ii) any unreimbursed business expenses incurred by Executive through Executive's last day of employment pursuant to Section 8 above.

(d) On or before the employment termination date, Executive shall return to the Company all of its and its affiliates' property including all of the Company's documents, keys, credit cards, computer software, and all copies thereof (except as otherwise agreed upon by Executive and the Company in a subsequent consulting agreement). Other than as set forth in this Section 9 or as set forth in a subsequent consulting agreement, Executive shall not be entitled to any other compensation or benefits (including any bonus) upon termination of employment.

(e) Unless otherwise agreed to in writing by the Company and Executive prior to the termination of Executive's employment, any termination of Executive's employment shall constitute an automatic resignation of Executive as an officer of the Company and each affiliate of the Company, and an automatic resignation of Executive from the Board of Directors of the Company (if applicable) and from the board of directors or similar governing body of any affiliate of the Company and from the board of directors or similar governing body of any corporation, limited liability entity or other entity in which the Company or any affiliate holds an equity interest and with respect to which board or similar governing body Executive serves as the Company's or such affiliate's designee or other representative.

(f) For purposes of this Agreement, "**Cause**" means any of the following, as reasonably determined by the Company's Board of Directors and includes: (i) the commission by Executive of a felony (or a crime involving moral turpitude); (ii) the theft, conversion, embezzlement or misappropriation by Executive of funds or other assets of the Company or any of its affiliates or any other act of fraud or dishonesty with respect to the Company or any of its affiliates (including acceptance of any bribes or kickbacks or other acts of self-dealing); (iii) intentional, grossly negligent, or unlawful misconduct by Executive which causes harm or embarrassment to the Company or any of its affiliates or exposes the Company or any of its affiliates to a substantial risk of harm or embarrassment; (iv) the violation by Executive of any law regarding employment discrimination or sexual harassment; (v) the failure by Executive to comply with any material policy generally applicable to Company employees, which failure is not cured within 30 days after notice to Executive; (vi) the repeated failure by Executive to follow the reasonable directives of any supervisor or the Company's Board of Directors, which failure is not cured within 30 days after notice to Executive; (vii) the unauthorized dissemination by Executive of confidential information in violation of Section 11 of this Agreement; (viii) any material misrepresentation or materially misleading omission in any resume or other information regarding Executive (including Executive's work experience, academic credentials, professional affiliations or absence of criminal record) provided by or on behalf of Executive; (ix) the Company's discovery that, prior to Executive's employment with the Company, Executive engaged in conduct of the type described in clauses (i) through (iv) above; or (x) any other material breach by Executive of this Agreement that is not cured within 30 days after notice to Executive.

(g) For purposes of this Agreement, "**Disability**" means (i) a physical or mental health condition that causes Executive to be unable to perform his essential job functions for at least 90 consecutive days or for 120 days during any 180 day period, or (ii) that Executive is receiving long term disability benefits under any policy, plan, or program.

10. **Patents, Copyrights, Trademarks, and Other Property Rights.** Any and all inventions, improvements, discoveries, formulas, technology, business strategies, management, administration, and accounting systems, processes, and computer software relating to the Company's or its affiliates' business (whether or not patentable), discovered, developed, or learned by Executive during his employment with the Company or used by the Company or its affiliates in the conduct of their respective businesses are the sole and absolute property of Company and are "works made for hire" as that term is defined in the copyright laws of the United States. The Company is the sole and absolute owner of all patents, copyrights, trademarks, and other property rights to those items and Executive will fully assist the Company to obtain the patents, copyrights, trademarks, or other property rights to all such inventions, improvements, discoveries, formulas, technology, business strategies, management, administration, and accounting systems, processes, or computer software. Executive has been notified by the Company and understands that the foregoing provisions of this Section 10 do not apply to an invention for which no equipment, supplies, facilities, confidential, proprietary, or trade secret information of the Company or its affiliates was used and which was developed entirely on Executive's own time, unless the invention: (a) relates to the business of the Company or its affiliates or to their actual or demonstrably anticipated research and development, or (b) results from any work performed by Executive for the Company or its affiliates.

11. **Non-Disclosure and Use of Confidential and Proprietary Information.** The Company's employment of Executive has resulted and will result in Executive's exposure and access to confidential and proprietary information, to which the Company agrees to continue to provide Executive after this Agreement becomes effective, that includes (among other things) the Company's and its affiliates' formulas, processes, administration and accounting systems, computer software,

customer lists, vendor lists, due diligence files, financial information, technology, business strategies, business track record, and personal information about the Company's and its affiliates' owners, directors, officers, and employees, which information is of great value to the Company, its affiliates, their owners, Directors, officers, and employees. Executive shall not, other than on the Company's behalf, at any time during Executive's employment with the Company and thereafter, make available, divulge, disclose, or communicate in any manner whatsoever to anyone including any person, firm, corporation, investor, member of the media, or entity, any such confidential or proprietary information, or use any such confidential or proprietary information for any purpose other than on the Company's behalf, unless authorized to do so in writing by Company's Chairman of the Board of Directors, required by law or court order, or such information has become publicly available other than by reason of a breach by Executive of this Section 11 or of another individual's or entity's violation of an obligation not to disclose such information. Should Executive be required by law or court order to disclose such confidential or proprietary information, Executive shall give the Company's Chairman of the Board of Directors reasonable notice so as to allow the Company sufficient opportunity to challenge such application of the law or court order, or to otherwise attempt to limit the scope of such disclosure. This Agreement applies to all confidential and proprietary information of the Company and its affiliates, regardless of when such information is or was disclosed to Executive.

12. **Restrictive Covenants.** During Executive's employment with the Company and for a period of one (1) year after the termination of that employment, Executive agrees to not, directly or indirectly, other than on the Company's behalf:

(a) Engage or participate, in any country in the world in which the Company does business or has begun to formulate a plan to do business during the term of Executive's employment with the Company, as an owner, partner, member, shareholder, independent contractor, employee, consultant, agent, advisor or (without limitation by the specific enumeration of the foregoing) otherwise in any business involving a Competitive Business Activity (as defined below), provided that nothing in this Section 12 shall prevent Executive from owning less than five percent (5%) of any class of publicly traded securities of any such business so long as such investment is passive and Executive has no other involvement with the issuer of such securities. For purposes of this Agreement, "**Competitive Business Activity**" means the design, engineering, manufacture or sale of heat tracing systems (for example, products involving the application of external heat to pipes, vessels, instruments or other equipment for the purposes of freeze protection, process temperature maintenance, environmental monitoring or surface snow and ice melting, heat tracing equipment, heat tracing tubing bundles, and heat tracing control systems), heat tracing system consultation, heat tracing system installation, and heat tracing system maintenance;

(b) Solicit any customer or potential customer of the Company or any of its affiliates that Executive had contact with during the term of his employment with respect to the sale or provision of any Competitive Business Activity that the Company or its affiliates manufactured, sold, or was in the process of developing during Executive's employment with the Company. For purposes of this subsection 12(b), (i) a customer means any individual or entity to which the Company or any of its affiliates sold products or rendered services within the 24 month period immediately preceding Executive's employment termination date, and (ii) potential customer means any individual or entity to which the Company or any of its affiliates solicited (or had active plans to solicit) within the 12 month period that immediately preceded Executive's employment termination date; or

(c) Induce or assist in the inducement of any individual or independent contractor (including sales representatives or agents) to terminate or otherwise limit their relationship with the Company or any of its affiliates.

The period of time in which Executive is required to act, or refrain from acting, pursuant to this Section 12 shall be tolled (shall not run) for so long as Executive is in breach of any of Executive's obligations thereunder.

13. **Non-Disparagement.** At no time shall Executive, directly or indirectly, ever make (or cause to be made) any disparaging, derogatory or other negative or false statement regarding the Company, its affiliates, their products, services, practices, policies, operations, owners, directors, officers, partners, employees, sales representatives, or agents. The Company shall direct the members of its Board of Directors and its senior executives to not make (or cause to be made) at any time, directly or indirectly, any disparaging, derogatory or other negative or false statement regarding Executive.

14. **Injunctive Relief.** Executive acknowledges and agrees that the covenants contained in Sections 10 - 13 above are reasonable in scope and duration, do not unduly restrict Executive's ability to engage in Executive's livelihood, and are necessary to protect the Company's legitimate business interests (including without limitation, the protection of its confidential and proprietary information). Without limiting the rights of the Company to pursue any other legal and/or equitable remedies available to it for any breach by Executive of the covenants contained in Sections 10 - 13 above, Executive acknowledges that a breach of those covenants would cause a loss to the Company for which it could not reasonably or adequately be compensated by damages in an action at law, that remedies other than injunctive relief could not fully compensate the Company for a breach of those covenants and that, accordingly, the Company shall be entitled to injunctive relief (without the requirement of posting a bond or other security) to prevent any breach or continuing breaches of Executive's

covenants as set forth in Sections 10 - 13 above. It is the intention of the parties that if, in any action before any court empowered to enforce such covenants, any term, restriction, covenant, or promise is found to be unenforceable, then such term, restriction, covenant, or promise shall be deemed modified to the extent necessary to make it enforceable by such court to the fullest extent possible. If any provision of this Agreement (including without limitation Sections 10 - 13) is held invalid or unenforceable for any reason (after any such modification or limitation pursuant to the preceding sentence, as applicable), such provision will be ineffective only to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. **The Company's Disclosure to Executive's Prospective or Subsequent Employers.** Executive expressly authorizes the Company to disclose this Agreement, any provision hereof, or any other policy or agreement between the Company and Executive to Executive's prospective or subsequent employers.

16. **Mandatory Mediation.** Other than disputes involving the covenants and obligations set forth in Sections 10 - 13 above which may be directly filed in a court of competent jurisdiction, Executive and the Company agree that all other disputes and claims of any nature that Executive may have against the Company including all statutory, contractual, and common law claims (including all employment discrimination claims), and all other disputes and claims of any nature that the Company may have against Executive, will be submitted exclusively first to mandatory mediation in a mutually agreed-upon location, under the National Rules for the Resolution of Employment Disputes of the American Arbitration Association or under such other rules or under the auspices of such other organization as the parties may mutually agree. All information regarding the dispute or claim or mediation proceedings, including any mediation settlement, shall not be disclosed by Executive, the Company, or any mediator to any third party without the written consent of the Company's Chairman of the Board of Directors and Executive.

17. **Assignment.** The services rendered by Executive to the Company are unique and personal. Accordingly, Executive may not assign any of the rights or delegate any of the duties or obligations under this Agreement. This Agreement is enforceable by the Company and its affiliates and may, upon written notice to Executive, be assigned or transferred by the Company to, and shall be binding upon and inure to the benefit of, any parent, subsidiary or other affiliate of the Company or any entity which at any time, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets, stock or business of the Company.

18. **Clawback Right.** Notwithstanding any other provisions of this Agreement, any payments or benefits provided under this Agreement shall be subject to recovery or clawback by the Company under any clawback policy adopted by the Company whether before or after the Effective Date of this Agreement.

19. **Notices.** All notices hereunder shall be in writing and shall be delivered by hand, by facsimile (or photo or other electronic means), by local messenger or by reputable overnight courier. Notices shall be deemed given: (1) when received, if delivered by hand or local messenger; (2) when sent, if sent by facsimile, photo or other electronic means during the recipient's normal business hours; (3) on the first business day after being sent, if sent by facsimile, photo or other electronic means other than during the recipient's normal business hours; and (4) one business day after being delivered to a reputable overnight courier for next day delivery. A notice delivered by facsimile, photo or other electronic means shall only be effective on the date set forth above, however, if the notice is also given by hand, local messenger or courier no later than two business days after its delivery by facsimile, photo or other electronic means. All notices shall be addressed as follows: (1) **if to the Company:** Thermon Holding Corp., 100 Thermon Drive, San Marcos, Texas 78666, Attention: Chief Executive Officer; fax (512) 754 2424; (2) **if to Executive:** George Alexander, to the home address last shown on the records of the Company; or (in each case) to such other addresses or addressees as may be designated by notice given in accordance with the provisions of this Section 19.

20. **Waiver.** The Company's waiver of a breach by Executive of any provision of this Agreement or failure to enforce any such provision with respect to Executive shall not operate or be construed as a waiver of any subsequent breach by Executive of any such provision or of any other provision or of the Company's right to enforce any such provision or any other provision with respect to Executive. No act or omission of the Company shall constitute a waiver of any of its rights hereunder except for a written waiver signed by the Company's Chairman of the Board of Directors.

21. **Governing Law.** This Agreement shall in all respects be governed by the substantive laws of the State of Texas without regard to its or any other state's conflict of law rules.

22. **Amendment.** The terms of this Agreement may be modified only by a writing signed by both Executive and the Company's Chief Executive Officer.

23. **Post-Employment Effectiveness.** Executive expressly acknowledges that Sections 10 - 27 of this Agreement remain in effect after the termination of Executive's employment with Company.

24. **Section 409A.** This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be interpreted and construed consistently with such intent. The payments to Executive pursuant to this Agreement are also intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4), and for purposes of the separation pay exemption, each installment paid to Executive under this Agreement shall be considered a separate payment. In the event the terms of this Agreement would subject Executive to taxes or penalties under Section 409A of the Code ("409A Penalties"), the Company and Executive shall cooperate diligently to amend the terms of the Agreement to avoid such 409A Penalties, to the extent possible; provided that in no event shall the Company be responsible for any 409A Penalties that arise in connection with any amounts payable under this Agreement. To the extent any amounts under this Agreement are payable by reference to Executive's "termination of employment" such term and similar terms shall be deemed to refer to Executive's "separation from service," within the meaning of Section 409A of the Code. Notwithstanding any other provision in this Agreement, if Executive is a "specified employee," as defined in Section 409A of the Code, as of the date of Executive's separation from service, then to the extent any amount payable under this Agreement (i) constitutes the payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, (ii) is payable upon Executive's separation from service and (iii) under the terms of this Agreement would be payable prior to the six-month anniversary of Executive's separation from service, such payment shall be delayed until the earlier to occur of (a) the six-month anniversary of the separation from service or (b) the date of Executive's death. In addition, each payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, which is conditioned upon Executive's execution of a release and which is to be paid during a designated period that begins in a first taxable year and ends in a second taxable year shall be paid in the second taxable year. Any reimbursement payable to Executive pursuant to this Agreement shall be conditioned on the submission by Executive of all expense reports reasonably required by the Company under any applicable expense reimbursement policy, and shall be paid to Executive within 30 days following receipt of such expense reports, but in no event later than the last day of the calendar year following the calendar year in which Executive incurred the reimbursable expense. Any amount of expenses eligible for reimbursement during a calendar year shall not affect the amount of expenses eligible for reimbursement during any other calendar year. The right to any reimbursement pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit.

25. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between the parties, including, without limitation, the Second Amended and Restated Employment Agreement and any other employment or severance arrangement.

26. **Counterparts; Facsimiles.** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. A facsimile, photo or other electronic copy of this Agreement (or any counterpart hereof) shall be deemed to be an original.

27. **Construction.** The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall not be construed strictly against the drafter (and any rule of construction to that effect shall not be applied).

* * * * *

[Remainder of page intentionally blank]

EXECUTIVE AND THE COMPANY EACH REPRESENT AND WARRANT THAT EACH HAS READ THIS AGREEMENT, EACH UNDERSTANDS ITS TERMS, AND EACH AGREES TO BE BOUND THEREBY.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the date first above written.

George Alexander

THERMON HOLDING CORP.

/s/ George Alexander

By: /s/ Rodney Bingham

Name: Rodney L. Bingham

Its: President & Chief Executive Officer

[Signature Page - Employment Agreement]

ThERMON ANNOUNCES EXECUTIVE TRANSITION

SAN MARCOS, Texas, April 1, 2015 -- Thermon Group Holdings, Inc. (NYSE:THR) ("Thermon" or the "Company") today announced a transition within its executive management team. Eric Reitler, currently serving as the Company's Vice President, Global Sales & Marketing, will be promoted to Senior Vice President, Global Sales & Marketing, effective April 1, 2015. George Alexander, the Company's Executive Vice President, Global Sales & Marketing, will move into the role of Special Advisor to the Chief Executive Officer, effective April 1, 2015.

Mr. Reitler will assume direct responsibility for the Company's global sales and marketing effort. He will be focused on implementing the Company's strategic plans as well as leading key initiatives to drive revenue growth and increase profitability. Mr. Alexander will shift his focus to assisting the Company in evaluating corporate development opportunities, advising on the implementation of newly acquired entities and will continue to be available to support and advise the sales and marketing team during a transition period.

"On behalf of the board of directors and the Company, I would like to thank George for his contributions and outstanding service throughout his career with Thermon. He has played an integral role in establishing and growing the Company's international operations and he has recruited and developed an exceptional sales and marketing team to succeed him. Eric has been a part of the Thermon team for 16 years and has been training immediately alongside George for the past 18 months in preparation for his new role. We are confident that this is the right time for him to step in and lead the sales and marketing team," said Rodney Bingham, Chief Executive Officer.

Mr. Reitler graduated from Georgia Tech in 1991 with a B.S. in Mechanical Engineering and worked in the power, oil and gas industries prior to joining Thermon in 1998. As a Regional Sales Manager for the Midwest USA region, he was instrumental in substantially growing Thermon's regional market share. In October 2013, Mr. Reitler was promoted to Vice President, Global Sales & Marketing and relocated from Michigan to the San Marcos, Texas area with his family.

"I am honored to have spent the last 44 years with such a great company. I am extremely proud of the many accomplishments of my colleagues around the world and of the global footprint that we have established. I am confident as we pass the reins to Eric that he will help lead the Company to the next level. I am committed to a smooth and successful transition and I believe that the Company is positioned for a bright future," Alexander said.

Mr. Alexander joined Thermon in August 1971 working in the production department and spent time in various senior management roles before accepting the role of Senior Vice President, Eastern Hemisphere in 2005. Mr. Alexander assumed responsibility for the Company's global sales and marketing effort in his current role as Executive Vice President, Global Sales in 2011. Throughout his career, Mr. Alexander has been instrumental in establishing and growing the Company's operations globally. Mr. Alexander anticipates being available in a consulting role after serving as Special Advisor to the President and Chief Executive Officer during a one-year transition period.

Forward Looking Statements

This release may include forward-looking statements within the meaning of the U.S. federal securities laws in addition to historical information. These forward-looking statements include, without limitation, statements regarding our industry, business strategy, plans, goals and expectations concerning our market position, future operations, margins, profitability, capital expenditures, liquidity and capital resources and other financial and operating information. When used, the words "anticipate," "assume," "believe," "budget," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "will," "future" and similar terms and phrases are intended to identify forward-looking statements in this release. Forward-looking statements reflect our current expectations regarding future events, results or outcomes. These expectations may or may not be realized. Some of these expectations may be based upon assumptions, data or judgments that prove to be incorrect. In addition, our business and operations involve numerous risks and uncertainties, many of which are beyond our control, which could result in our expectations not being realized or otherwise materially affect our financial condition, results of operations and cash flows.

Actual events, results and outcomes may differ materially from our expectations due to a variety of factors. Although it is not possible to identify all of these factors, they include, among others, (i) general economic conditions and cyclicity in the markets we serve; (ii) future growth of energy and chemical processing capital investments; (iii) our

ability to deliver existing orders within our backlog; (iv) our ability to bid and win new contracts; (v) competition from various other sources providing similar heat tracing products and services, or alternative technologies, to customers; (vi) changes in relevant currency exchange rates; (vii) potential liability related to our products as well as the delivery of products and services; (viii) our ability to comply with the complex and dynamic system of laws and regulations applicable to international operations; (ix) a material disruption at any of our manufacturing facilities; (x) our dependence on subcontractors and suppliers; (xi) our ability to obtain standby letters of credit, bank guarantees or performance bonds required to bid on or secure certain customer contracts; (xii) our ability to attract and retain qualified management and employees, particularly in our overseas markets; (xiii) our ability to continue to generate sufficient cash flow to satisfy our liquidity needs; (xiv) the extent to which federal, state, local and foreign governmental regulation of energy, chemical processing and power generation products and services limits or prohibits the operation of our business; and (xv) other factors discussed in more detail under the caption "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2014, filed with the Securities and Exchange Commission on May 30, 2014. Any one of these factors or a combination of these factors could materially affect our financial condition, results of operations and cash flows and could influence whether any forward-looking statements contained in this release ultimately prove to be accurate.

Our forward-looking statements are not guarantees of future performance, and actual results and future performance may differ materially from those suggested in any forward-looking statements. We do not intend to update these statements unless we are required to do so under applicable securities laws.

About Thermon

Through its global network, Thermon provides highly engineered thermal solutions, known as heat tracing, for process industries, including energy, chemical processing and power generation. Thermon's products provide an external heat source to pipes, vessels and instruments for the purposes of freeze protection, temperature maintenance, environmental monitoring and surface snow and ice melting. Thermon is headquartered in San Marcos, Texas. For more information, please visit www.thermon.com.

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