

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 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): **March 6, 2020**

**THERMON GROUP HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

<b>DE</b> (State or other jurisdiction of incorporation)	<b>001-35159</b> (Commission File Number)	<b>27-2228185</b> (I.R.S. Employer Identification Number)
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<b>7171 Southwest Parkway</b> <b>Building 300, Suite 200</b> <b>Austin TX</b> (Address of principal executive offices)	<b>78735</b> (Zip code)
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Registrant's telephone number, including area code: **(512) 690-0600**

**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))

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, \$0.001 par value per share	THR	New York Stock Exchange

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

Emerging Growth Company

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

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

On March 6, 2020, the Compensation Committee (the "*Committee*") of the Board of Directors of Thermon Group Holdings, Inc. (the "*Company*") adopted the Thermon Group Holdings, Inc. Executive Severance Plan (the "*Severance Plan*"), effective immediately, and designated each of the executive officers of the Company (collectively, the "*Participants*") as participants in the Plan. On March 6, 2020, Thermon Holding Corp. and each of Bruce Thames, President and Chief Executive Officer, Jay Peterson, Chief Financial Officer, Thomas Cerovski, Senior Vice President, Global Sales, and Johannes (René) van der Salm, Senior Vice President, Global Operations (collectively, the "*Prior Participants*"), agreed to terminate his employment agreement with Thermon Holding Corp., effective immediately, with any future severance benefits to be paid to each Prior Participant under the terms of the Severance Plan.

Subject to the Participant's execution of a general release of claims in favor of the Company, the Severance Plan provides Participants with certain payments and benefits upon a qualifying termination of employment. In the event that the employment of a Participant is terminated by the Company or its affiliates other than for cause, death, or disability, or in the event that a Participant terminates his or her employment with the Company or its affiliates for good reason (as such terms are defined within the Severance Plan), then the Participant will receive, in lieu of any severance benefits under any other arrangement with the Participant, the following severance benefits:

- a multiple of the Participant's base salary payable in substantially equal installments during a specified severance period;
- an amount equal to the Participant's annual bonus for the fiscal year in which the termination occurred, prorated based on the number of days that the Participant was an employee and payable in lump sum; and
- a one-time lump-sum cash payment equal to the cost of the Participant's monthly premiums under the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("*COBRA*"), multiplied by the number of months in the specified severance period.

The severance multiple is 1.5 for the Chief Executive Officer and one (1) for all other Participants and the severance period is eighteen (18) months for the chief executive officer of the Company (the "*Chief Executive Officer*") and twelve (12) months for all other Participants.

In the event of a qualifying termination (as described above) within the twenty-four (24) month period following a change in control (as such term is defined within the plan, a "*CIC*"), then the Participant will receive, in lieu of any severance benefits under any other arrangement with the Participant (including the benefits described above), the following severance benefits:

- an amount equal to the Participant's base salary and annual bonus for the year of termination, multiplied by the CIC severance multiple and payable in substantially equal installments during a specified CIC severance period;
- an amount equal to the Participant's annual bonus for the fiscal year in which the termination occurred, prorated based on the number of days that the Participant was an employee and payable in lump sum; and
- a one-time lump-sum cash payment equal to the cost of the Participant's monthly COBRA premiums, multiplied by the number of months in a specified CIC severance period.

The change in control severance multiple is 2.5 for the Chief Executive Officer and two (2) for all other Participants and the CIC severance period is thirty (30) months for the Chief Executive Officer and twenty-four (24) months for all other Participants.

Under the Severance Plan, the treatment of a Participant's unvested and outstanding equity-based awards will be as provided in the applicable plan documents and award agreements; provided, that in the event of a qualifying termination of employment within twenty-four (24) months following a change in control, the Chief Executive Officer will become 100% vested in any unvested and outstanding equity awards held by the Chief Executive Officer at the time of termination, with any unvested performance units vesting at the greater of: (i) target and (ii) actual performance through the date of termination.

The foregoing description of the Severance Plan is qualified in its entirety by the full text of the Severance Plan, a copy of which is filed as [Exhibit 10.1](#) hereto and is incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

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(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	<a href="#">Thermon Group Holdings, Inc. Executive Severance Plan (effective March 6, 2020)</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**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.

**THERMON GROUP HOLDINGS, INC.**

Date: March 6, 2020

By: /s/ Ryan Tarkington

Name: **Ryan Tarkington**

Title: **General Counsel & Corporate Secretary**

**THERMON GROUP HOLDINGS, INC.**  
**EXECUTIVE SEVERANCE PLAN**

(Effective 6 March 2020)

In order to encourage the retention of key management employees and to replace severance benefits previously provided under employment agreements with certain officers, the Compensation Committee of the Board of Directors (the "Committee") of Thermon Group Holdings, Inc., a Delaware corporation ("TGH"), has adopted this Executive Severance Plan (as it may be amended pursuant to the terms hereof, this "Plan").

TGH's wholly owned subsidiary, Thermon Holding Corp., a Delaware Corporation (the "Company"), previously entered into employment agreements with certain officers of the Company. Upon and following the expiration and termination of such employment agreements, Participants (as defined in Section 2) shall be eligible for benefits pursuant to this Plan.

**SECTION 1. Definitions.** For purposes of this Plan, the following terms shall have the meanings set forth below:

- a. "Accrued Rights" shall have the meaning set forth in Section 3(a).
  - b. "Affiliate(s)" shall mean, with respect to any specified person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person, it being understood that control of an entity shall require the direct or indirect ownership of a majority of the outstanding capital stock of such entity. For purposes of the definition of "Affiliate(s)," the term "person" has the meaning described in Section 13(d) of the Exchange Act, or any successor statute thereto.
  - c. "Annual Base Salary" shall mean, with respect to any Participant, such Participant's annual rate of base salary in effect immediately prior to such Participant's Termination Date (or, in the event of a termination for Good Reason, the annual rate of base salary in effect immediately prior to the event giving rise to the termination for Good Reason if such annual base salary is higher than the annual base salary in effect immediately prior to such Participant's Termination Date). For the avoidance of doubt, Annual Base Salary shall include annual base salary received by the Participant from TGH and all of its Affiliates.
  - d. "Annual Bonus" shall mean Participant's target annual cash bonus for the fiscal year in which the Termination Date occurs. For the avoidance of doubt, Annual Bonus shall include annual cash bonus received by the Participant from TGH and all of its Affiliates.
  - e. "Annual Equity Award" shall mean, with respect to the Chief Executive Officer, annual equity awards received pursuant to the Company's long-term incentive program.
  - f. "Board" shall mean the Board of Directors of TGH.
  - g. "Cause" shall mean, with respect to any Participant, the occurrence of any one of the following, as reasonably determined by the Board:
    - (i) the commission by the Participant of a felony (or a crime involving moral turpitude);
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- (ii) the theft, conversion, embezzlement or misappropriation by the Participant 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 the Participant 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 the Participant of any law or Company policy regarding employment discrimination or sexual harassment;
  - (v) the failure by the Participant to comply with any material policy generally applicable to Company employees, which failure is not cured within 30 days after notice to the Participant;
  - (vi) the repeated failure by the Participant to follow the reasonable directives of any supervisor or the Board, which failure is not cured within 30 days after notice to the Participant;
  - (vii) the unauthorized dissemination by the Participant of confidential information in violation of the Participant's obligations under his or her employment agreement or any other agreement to which TGH or any of its Affiliates is party;
  - (viii) any material misrepresentation or materially misleading omission in any resume or other information regarding the Participant (including the Participant's work experience, academic credentials, professional affiliations or absence of criminal record) provided by or on behalf of the Participant;
  - (ix) the Company's discovery that, prior to the Participant's employment with the Company, the Participant engaged in conduct of the type described in clauses (i) through (iv) above; or
  - (x) any other material breach by the Participant of this Plan or the terms of the Participant's employment agreement that is not cured within 30 days after notice to the Participant.
- h. "Change in Control" shall have the same meaning as such term is defined under the Thermon Group Holdings, Inc. 2011 Long-Term Incentive Plan or any successor equity incentive plan, as may be amended from time to time.
- i. "Change in Control Severance Multiple" shall mean (i) 2.5 for the Chief Executive Officer of TGH and (ii) two (2) for all other Participants.
- j. "Change in Control Severance Period" shall mean (i) thirty (30) months for the Chief Executive Officer of TGH and (ii) twenty-four (24) months for all other Participants.
- k. "Claimant" shall have the meaning set forth in Section 4(c).
- l. "COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, or any successor statute thereto.
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- m. “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.
  - n. “Disability” shall mean, with respect to any Participant, (i) a physical or mental health condition that causes such Participant to be unable to perform Participant’s essential job functions for at least 90 consecutive days or for 120 days during any 180 day period, or (ii) such Participant receiving long-term disability benefits under any policy, plan or program.
  - o. “Effective Date” shall mean 6 March 2020.
  - p. “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor statute thereto.
  - q. “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.
  - r. “Good Reason” shall mean the occurrence of any of the following without the Participant’s consent:
    - (i) the assignment to the Participant of any duties or responsibilities materially inconsistent with the Participant’s position , or a material reduction in the Participant’s responsibilities and authority, except in connection with the termination of the Participant’s employment for Cause, Disability or death;
    - (ii) a material reduction by the Company in the Participant’s Annual Base Salary, except for a non-permanent reduction that is part of a program applied to other senior executives of the Company necessitated by economic or other financial conditions; or
    - (iii) requiring the Participant to relocate or perform services on a regular basis more than 25 miles from the Company’s principal place of business as of the date Participant commences participation in the Plan, or, in the event the Participant consents to any relocation, the failure by the Company to pay (or reimburse the Participant) for reasonable moving expenses under the Company’s Relocation Policy in effect at the time of the relocation;provided in each case that the Participant must notify the Company by written notice of Participant’s intention to terminate Participant’s employment for “Good Reason;” and provided, further, that such notice shall be provided to the Company within ninety (90) days of the initial existence of such event constituting “Good Reason;” and the Company shall have thirty (30) days to cure such event after receipt of such notice and, if the Good Reason event is not cured, the Participant shall terminate his or her employment within 30 days following the expiration of the Good Reason cure period.
  - s. “Participant” shall have the meaning set forth in Section 2.
  - t. “Payments” shall have the meaning set forth in Section 3(f).
  - u. “Severance Multiple” shall mean (i) 1.5 for the Chief Executive Officer of TGH and (ii) one (1) for all other Participants.
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- v. “Severance Period” shall mean (i) eighteen (18) months for the Chief Executive Officer of TGH and (ii) twelve (12) months for all other Participants.
- w. “Termination Date” shall mean, with respect to any Participant, the effective date of such Participant’s termination of employment.

**SECTION 2. Eligibility.** Participants in this Plan (“Participants”) are those “executive officers” of TGH or the Company who are subject to Section 16 of the Exchange Act. An individual will cease to be a Participant once such individual ceases to be an “executive officer” of TGH or the Company who is subject to Section 16 of the Exchange Act.

**SECTION 3. Effect of Termination of Employment.**

- a. Effect of Termination of Employment on Compensation and Accrued Rights. Upon termination of a Participant’s employment with TGH and its Affiliates for any reason, all compensation and all benefits to the Participant shall terminate, provided that the Company shall pay the Participant: (i) the earned but unpaid portion of the Participant’s Annual Base Salary through the Termination Date; (ii) any annual, long-term, or other incentive award that relates to a completed fiscal year or performance period, as applicable, and is payable (but not yet paid) on or before the Termination Date pursuant to the terms of the underlying award agreement, which shall be paid in accordance with the terms of such award; (iii) a lump-sum payment in respect of accrued but unused vacation days at the Participant’s per-business-day Annual Base Salary rate in effect as of the Termination Date; and (iv) any unpaid expense or other reimbursements due to the Participant (collectively, the “Accrued Rights”).
  - b. Involuntary Termination and Good Reason Termination. Subject to Sections 3(g) and 5, upon a Participant’s resignation with Good Reason or the Participant’s termination by TGH and its Affiliates other than for Cause, death or Disability, the Participant shall be entitled to receive the following payments and benefits set forth in this Section 3(b) (collectively, the “Standard Severance Benefits”):
    - (i) an amount equal to the Severance Multiple multiplied by the Participant’s Annual Base Salary payable in substantially equal installments in accordance with the Company’s normal payroll practices for the Severance Period following the Participant’s Termination Date, with the first installment paid within sixty (60) days following the Termination Date and such first installment including such amounts as would have otherwise been paid during the period beginning on the Termination Date and ending on such payment date;
    - (ii) an amount equal to the Participant’s Annual Bonus for the fiscal year in which the Termination Date occurs, prorated based on the number of days the Participant remained an employee and payable in a lump sum within sixty (60) days following the Termination Date; and
    - (iii) within sixty (60) days following the Termination Date, a one-time lump-sum cash payment calculated by the Company in its discretion equal to the cost of the
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Participant's monthly COBRA premiums (determined as of the Termination Date) multiplied by the number of months in the Severance Period.

- c. Change in Control Termination. Subject to Sections 3(g) and 5, upon a Participant's resignation with Good Reason or termination by TGH and its Affiliates other than for Cause, death or Disability within twenty-four (24) months following a Change in Control, the Participant shall be entitled to receive the following payments and benefits set forth in this Section 3(c) (collectively, the "Change in Control Severance Benefits"):
- (i) an amount equal to the Change in Control Severance Multiple multiplied by the sum of (x) the Participant's Annual Base Salary and (y) the Participant's Annual Bonus, payable in equal installments in accordance with the Company's normal payroll practices for the Change in Control Severance Period following the Participant's Termination Date, with the first installment paid within sixty (60) days following the Termination Date and such first installment including such amounts as would have otherwise been paid during the period beginning on the Termination Date and ending on such payment date;
  - (ii) an amount equal to the Participant's Annual Bonus for the fiscal year in which the Termination Date occurs, prorated based on the number of days the Participant remained an employee and payable in a lump sum within sixty (60) days following the Termination Date; and
  - (iii) within sixty (60) days following the Termination Date, a one-time lump-sum cash payment calculated by the Company in its discretion equal to the cost of the Participant's monthly COBRA premiums (determined as of the Termination Date) multiplied by the number of months in the Change in Control Severance Period.
- d. Treatment of Equity-Based Awards. Treatment of the Participant's unvested and outstanding equity-based awards shall be as provided in the applicable plan documents and award agreements; provided, however, that in the event of a termination related to a Change in Control as described in Section 3(c) above, the Chief Executive Officer shall become 100% vested in any unvested and outstanding Annual Equity Awards as of the date of termination, including, without limitation, restricted stock units, stock options and performance units held by the Chief Executive Officer, and such Annual Equity Awards shall be settled in accordance with the terms of the underlying award agreements. Any unvested performance units held by the Chief Executive Officer at the time of termination shall vest at the greater of (i) target and (ii) actual performance through the Chief Executive Officer's termination of employment.
- e. Grounds for Cause; Remedies in the Event of Material Breach. The Participant shall not be entitled to any of the benefits described in Sections 3(b) or 3(c) if, as of the Termination Date, grounds existed for termination of the Participant's employment for Cause. Notwithstanding any provisions in this Agreement to the contrary, the Committee may, in its sole and absolute discretion, in the event of the Participant's material breach of a material obligation of the Participant to TGH or the Company pursuant to any award or agreement between the Participant and TGH or the Company: (A) terminate the right of
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such Participant to receive the Standard Severance Benefits or the Change in Control Severance Benefits pursuant to Sections 3(b) and (c), to the extent such benefits have not been paid, (B) seek the recoupment of any the Standard Severance Benefits or the Change in Control Severance Benefits paid to such Participant under Sections 3(b) and (c), including through exercise rights of set-off, forfeiture or cancellation, to the full extent permitted by law, with respect to any other awards, benefits or payments otherwise due the Participant from TGH, the Company or any of their Affiliates, to the extent the Committee in its sole discretion deems appropriate after considering the relevant facts and circumstances. Any termination and/or recoupment of a Participant's benefits under this Plan shall be in addition and without prejudice to any other remedies that TGH or the Company might elect to assert.

- f. Section 280G. Notwithstanding anything to the contrary in this Plan, by participating in this Plan, each Participant expressly agrees that if the payments and benefits provided for in this Plan or any other payments and benefits which such Participant has the right to receive from TGH, the Company and their Affiliates (collectively, the “Payments”), would constitute a “parachute payment” (as defined in Section 280G(b)(2) of the Code), then the Payments shall be either (a) reduced (but not below zero) so that the present value of the Payments will be one dollar (\$1.00) less than three times the Participant's “base amount” (as defined in Section 280G(b)(3) of the Code) and so that no portion of the Payments received by the Participant shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to the Participant. The reduction of Payments, if any, shall be made by reducing first any Payments that are exempt from Section 409A of the Code and then reducing any Payments subject to Section 409A of the Code in the reverse order in which such Payments would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time). The determination as to whether any such reduction in the Payments is necessary shall be made by the Committee in good faith. If a reduced Payment is made or provided and, through error or otherwise, that Payment, when aggregated with other payments and benefits from TGH (or its Affiliates) used in determining if a “parachute payment” exists, exceeds one dollar (\$1.00) less than three times the Participant's base amount, then the Participant shall immediately repay such excess to TGH.
- g. Payment Obligations Absolute; Release of Claims. Subject to the provisions in Sections 3(e) and (f) and 6(a), the obligations of TGH and its Affiliates under this Section 3 shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any set off, counterclaim, recoupment, defense or other right which TGH or its Affiliates may have against a Participant or anyone else; provided that the obligations of TGH and its Affiliates under Sections 3(b) and (c) (except upon such Participant's death) shall be subject to such Participant's execution of a general release and waiver in a form provided by TGH or the Company, which has become irrevocable within sixty (60) days after the Termination Date. TGH and the Company agree to execute such form of release and waiver concurrently with the execution thereof by Participant. All amounts payable by TGH shall be paid without notice or demand. A Participant shall not be obligated to seek
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other employment in mitigation of the amounts payable or arrangements made under any provision of this Section 3. and the obtaining of any such other employment (or the engagement in any endeavor as an independent contractor, sole proprietor, partner, or joint venturer) shall in no event effect any reduction of the obligations of TGH and its Affiliates under this Section 3.

**SECTION 4. Administration of Plan; Claims Procedure.**

- a. General. Except as specifically provided herein, the Plan shall be administered by the Committee. The Committee may delegate any administrative duties, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of severance benefits, to designated individuals or committees. The Committee shall be the “administrator” and a “named fiduciary” under the Plan for purposes of ERISA.
  - b. Interpretations and Variations. The Committee shall have the duty and authority to interpret and construe, in its sole discretion, the terms of the Plan in regard to all questions of eligibility, the status and rights of Participants, and the manner, time and amount of any payment under the Plan. The Committee or its representative shall decide any issues arising under this Plan, and the decision of the Committee shall be binding and conclusive on the Participants, TGH and the Company. Any variations from the Plan may be made only by the Committee in its sole discretion.
  - c. Filing a Claim. It is not normally necessary to file a claim in order to receive benefits under this Plan; however, if a Participant (the “Claimant”) feels he or she has been improperly denied severance benefits, any claim for payment of severance benefits shall be signed, dated and submitted to the General Counsel, as set forth in Section 7(a). The Committee shall then evaluate the claim and notify the Claimant of the approval or disapproval in accordance with the provisions of this Plan not later than 90 days after the Company’s receipt of such claim unless special circumstances require an extension of time for processing the claims. If such an extension of time for processing is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 90 day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than 180 days after the date on which the claim was filed). If the Claimant does not provide all the necessary information for the Committee to process the claim, the Committee may request additional information and set deadlines for the Claimant to provide that information.
  - d. Notice of Initial Determination. The Claimant shall be given a written notice in which the Claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the Claimant shall be given written notice which shall contain (i) the specific reasons for the denial, (ii) specific references to pertinent Plan provisions on which the denial is based, (iii) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary and (iv) an explanation of this Plan’s appeal procedures, which shall also include a statement of the Claimant’s right to bring a civil action under Section 502(a) of ERISA following a denial of the claim upon review.
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- e. Right to Appeal. If a claim for payment of severance benefits made in accordance with the procedures specified in this Plan is denied, in whole or in part, the Claimant shall have the right to request that the Committee review the denial, provided that the Claimant files a written request for review with the Committee within 60 days after the date on which the Claimant received written notification of the denial. The Claimant may review or receive copies, upon request and free of charge, any documents, records or other information “relevant” (within the meaning of Department of Labor Regulation 2560.503-1(m)(8)) to the Claimant’s claim. The Claimant may also submit written comments, documents, records and other information relating to his or her claim.
  - f. Review of Appeal. In deciding a Claimant’s appeal, the Committee shall take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial review of the claim. If the Claimant does not provide all the necessary information for the Committee to decide the appeal, the Committee may request additional information and set deadlines for the Claimant to provide that information. Within 60 days after a request for review is received, the review shall be made and the Claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the Claimant shall be given a written notification within such initial 60 day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within 120 days after the date on which the request for review was filed).
  - g. Notice of Appeal Determination. The decision on review shall be forwarded to the Claimant in writing and, in the case of a denial, shall include (i) specific reasons for the decision, (ii) specific references to the pertinent Plan provisions upon which the decision is based, (iii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information relevant to the Claimant’s claim and (iv) a statement of the Claimant’s right to bring a civil action under Section 502(a) of ERISA following a wholly or partially denied claim for benefits. The Committee’s decision on review shall be final and binding on all persons for all purposes. If a Claimant shall fail to file a request for review in accordance with the procedures herein outlined, such Claimant shall have no right to review and shall have no right to bring an action in any court, and the denial of the claim shall become final and binding on all persons for all purposes. Any notice and decisions by the Committee under this Section 4 may be furnished electronically in accordance with Department of Labor Regulation 2520.104b-1(c)(i), (iii) and (iv).
  - h. Arbitration. Upon a Claimant’s exhaustion of the provisions set forth above, any Claimant with a continuing dispute arising out of or relating to this Plan or the adoption, breach, termination or validity thereof, will be settled by binding arbitration by a panel of three arbitrators in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration proceedings will be located in Austin, Texas. The arbitrators are not empowered to award damages in excess of compensatory damages and no party shall be entitled to any damages in excess of compensatory damages. Judgment upon any arbitration award may be entered into any court having jurisdiction thereof and the parties consent to the jurisdiction of any court of competent jurisdiction located in the State of
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Texas. **BY PARTICIPATING IN THIS PLAN, PARTICIPANT WAIVES ANY RIGHT THAT PARTICIPANT MAY HAVE TO A JURY TRIAL OR, EXCEPT AS EXPRESSLY PROVIDED HEREIN, A COURT TRIAL OF ANY CLAIM ALLEGED BY PARTICIPANT.**

**SECTION 5. Section 409A Compliance; Changes in Law.**

- a. It is the intention of TGH and the Company that the provisions of this Plan comply with Section 409A of the Code, and all provisions of this Plan shall be construed and interpreted in a manner consistent with Section 409A of the Code. TGH and the Company shall administer and operate this Plan in compliance with Section 409A of the Code and any rules, regulations or other guidance promulgated thereunder as in effect from time to time and in the event that TGH determines that any provision of this Plan does not comply with Section 409A of the Code or any such rules, regulations or guidance and that as a result any Participant may become subject to a Section 409A tax, notwithstanding Section 7(k), TGH shall have the discretion to amend or modify such provision to avoid the application of such Section 409A tax, and in no event shall any Participant's consent be required for such amendment or modification. Notwithstanding any provision of this Plan to the contrary, each Participant shall be solely responsible and liable for the satisfaction of all taxes and penalties that may arise in connection with amounts payable pursuant to this Plan (including any taxes arising under Section 409A of the Code), and neither TGH nor the Company shall have any obligation to indemnify or otherwise hold such Participant harmless from any or all of such taxes.
  - b. In the event that TGH determines that any provision of this Plan violates, or would result in any material liability (other than liabilities for Standard Severance Benefits or Change in Control Severance Benefits) to the Company under, any law, regulation, rule or similar authority of any governmental agency (other than Section 409A of the Code), TGH and the Company shall be entitled, notwithstanding Section 7(k), to amend or modify such provision as TGH determines in its discretion to be necessary or desirable to avoid such violation or liability, and in no event shall any Participant's consent be required for such amendment or modification.
  - c. The payments under this Plan are designated as separate payments for purposes of the short-term deferral rule under Treasury Regulation Section 1.409A-1(b)(4), the exemption for involuntary terminations under separation pay plans under Treasury Regulation Section 1.409A-1(b)(9)(iii), and the exemption for medical expense reimbursements under Treasury Regulation Section 1.409A-1(b)(9)(v)(B). As a result, (A) payments that are made on or before the later of (x) the 15th day of the third month of the calendar year following the calendar year in which the Participant's right to payment ceased being subject to a substantial risk of forfeiture, and (y) the 15th day of the third month of the Company's fiscal year following the Company's fiscal year in which the Participant's right to payment ceased being subject to a substantial risk of forfeiture and (B) any additional payments that are made on or before the last day of the second calendar year following the year of the Participant's Separation Date and do not exceed the lesser of two times the Participant's annual rate of pay in the year prior to his termination or two times the limit under
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Section 401(a)(17) of the Code then in effect, are intended to be exempt from the requirements of Section 409A of the Code to the maximum extent permissible.

- d. To the extent any amounts under this Plan are payable by reference to a Participant's "termination of employment," such term and similar terms shall be deemed to refer to such Participant's "separation from service," within the meaning of Section 409A of the Code. Notwithstanding any other provision in this Plan, to the extent any payments hereunder constitute "nonqualified deferred compensation," within the meaning of Section 409A of the Code ("Section 409A Payment"), and the Participant is a specified employee, within the meaning of Treasury Regulation Section 1.409A-1(i), as determined by TGH in accordance with any method permitted under Section 409A of the Code, as of the date of the Participant's separation from service, each such payment that is payable upon such Participant's separation from service and would have been paid prior to the six-month anniversary of such Participant's separation from service, shall be delayed until the earlier to occur of (i) the first day of the seventh month following the Participant's separation from service or (ii) the date of the Participant's death. Further, to the extent that any amount is a Section 409A Payment and such payment is conditioned upon Participant's execution of a release and which is to be paid or provided during a designated period that begins in one taxable year and ends in a second taxable year, then such Section 409A Payment shall be paid or provided in the later of the two taxable years.
- e. Any reimbursements payable to a Participant pursuant to this Plan or otherwise shall be paid to such Participant in no event later than the last day of the calendar year following the calendar year in which such Participant incurred the reimbursable expense. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. The right to any reimbursement or in-kind benefit pursuant to this Plan shall not be subject to liquidation or exchange for any other benefit. Any tax gross-up payment payable to a Participant, whether under this Plan or otherwise, shall be paid to the Participant or to the applicable taxing authorities on the Participant's behalf as soon as practicable after the related taxes are due, but in any event not later than the last day of the calendar year following the calendar year in which the related taxes are remitted to the taxing authorities.

**SECTION 6. Offset; No Mitigation.**

- f. To the extent permitted by Section 409A of the Code, the amount of a Participant's payments under this Plan shall be reduced to the extent necessary to defray amounts owed by Participant due to unused expense account balances, overpayment of salary, awards or bonuses, advances or loans.
  - a. In no event shall any Participant be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Participant under any of the provisions of this Plan and such amounts shall not be reduced whether or not the Participant obtains other employment.
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**SECTION 7. Miscellaneous.**

- a. Notices. Notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**If to the Company or TGH:** Thermon Holding Corp.  
7171 Southwest Parkway, Building 300, Suite 200  
Austin, Texas 78735  
Attention: General Counsel

**If to a Participant:** At the most recent address  
on file with the Company

or to such other address as either party may furnish to the other in writing in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

- b. **GOVERNING LAW.** THIS PLAN SHALL BE DEEMED TO BE MADE IN THE STATE OF TEXAS, AND, TO THE EXTENT NOT PREEMPTED BY ERISA OR OTHER FEDERAL LAW, THE VALIDITY, INTERPRETATION, CONSTRUCTION AND PERFORMANCE OF THIS PLAN IN ALL RESPECTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF [TEXAS] WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. By participating in this Plan, each Participant and TGH and the Company hereby irrevocably consent to, and agree not to object or assert any defense or challenge to, the jurisdiction and venue of the state and federal courts located in Austin, Texas, and agree that any claim which, subject to Section 4 above, may be brought in a court of law or equity may be brought in any such Austin, Texas court.
  - c. No Waiver. No failure by TGH, the Company or a Participant at any time to give notice of any breach by TGH, the Company or a Participant, or to require compliance with, any condition or provision of this Plan shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
  - d. Severability. If a court of competent jurisdiction determines that any provision of this Plan is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Plan, and all other provisions shall remain in full force and effect.
  - e. Withholding of Taxes and Other Employee Deductions. The Company may withhold from any benefits and payments made pursuant to this Plan all federal, state, city and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other normal employee deductions made with respect to the Company's employees generally.
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- f. Headings. The paragraph headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.
  - g. Interpretations. For purposes of this Plan, the words “include” and “including”, and variations thereof, shall not be deemed to be terms of limitation but rather shall be deemed to be followed by the words “without limitation”. The term “or” is not exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.
  - h. Successors. This Plan shall be binding upon and inure to the benefit of TGH and the Company and any successor of TGH or the Company, including without limitation any person, association, or entity which may hereafter acquire or succeed to all or substantially all of the business or assets of TGH or the Company by any means whether direct or indirect, by purchase, merger, consolidation, or otherwise. Participants’ rights, benefits and obligations under this Plan are personal and shall not be voluntarily or involuntarily assigned, alienated, or transferred, whether by operation of law or otherwise, without the prior written consent of TGH and the Company.
  - i. Other Agreement. Except as provided in (i) any awards under stock incentive plans or programs, long term incentive programs, annual incentive program, or similar plans or programs of TGH or the Company, and (ii) if applicable, terms and conditions that survive upon the expiration of the employment agreement, including any restrictive covenants contained therein, among the Participant and TGH or an Affiliate as of the Effective Date, this Plan sets forth the entire agreement of TGH and the Company with regard to the subject matter hereof.
  - j. Non-Duplication. The benefits provided under this Plan are not intended to result in any duplicative benefits to Participant and this Plan shall be administered accordingly. Accordingly, the Committee, in good faith, shall exercise its discretion and to the extent permitted under applicable law, equitably offset against Participant’s severance benefits under this Plan against any other severance, termination, or similar benefits payable to Participant by TGH or any of its Affiliates or amounts paid to comply with, or satisfy liability under, the Worker Adjustment and Retraining Notification Act or any other foreign, federal, state, or local law requiring payments in connection with any termination of Employment or workforce reduction, including, but not limited to, amounts paid in connection with paid leaves of absence, back pay, benefits, and other payments intended to satisfy such liability or alleged liability. For the avoidance of doubt, this Plan shall replace any agreements entered into between the Company and the Participant providing the Participant with severance or related benefits and the Participant shall not be entitled to benefits under both this Plan and any other severance plan or policy maintained by TGH or its Affiliates and amounts payable under this Plan shall be reduced by any amounts received or payable under any such severance plan or policy. To the extent that the benefits payable hereunder are deemed to be a substitute for a Section 409A Payment provided under another agreement with Participant, then the benefits payable hereunder shall be paid at the same time and in
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the same form as such substituted Section 409A Payment to the extent required to comply with Section 409A of the Code.

- k. Deemed Resignations. Any termination of a Participant's employment shall constitute an automatic resignation of such Participant as an officer of TGH, the Company and each Affiliate of TGH and the Company, an automatic resignation from the board of directors, if applicable, of TGH and the Company and each Affiliate of TGH and the Company and from the board of directors or similar governing body of any corporation, limited liability company or other entity in which the Company, TGH or any Affiliate holds an equity interest and with respect to which board or similar governing body such Participant serves as the Company's, TGH's, or such Affiliate's designee or other representative.
  - l. Protected Rights. Nothing contained in this Plan or otherwise limits the Participant's ability to report possible violations of law or regulation to, or file a charge or complaint with, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission ("Government Agencies"). This Plan does not limit Participant's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Plan shall limit Participant's ability under applicable U.S. Federal law to (a) disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (b) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.
  - m. No Guarantee of Employment. This Plan shall not be construed as creating any contract of employment between TGH and its Affiliates, on the one hand, and any Participant, on the other hand, nor shall this Plan be construed as restricting in any way the rights of TGH or any of its Affiliates to terminate the employment of any Participant at any time and for any reason subject, however, to any rights of a Participant under this Plan.
  - n. Amendment and Termination of this Plan. The Committee may amend, modify or terminate this Plan at any time; provided, however, that (i) except as specifically provided in Section 5, no amendment that is materially adverse to any Participant will be effective without such Participant's written consent until one year after its adoption, (ii) termination of the Plan will not be effective until the first anniversary of the date of the relevant corporate action authorizing the Plan's termination and (iii) no such amendment, modification or termination shall affect the right to any unpaid Standard Severance Benefits or Change in Control Severance Benefits of any Participant whose Termination Date has occurred prior to such amendment, modification or termination of this Plan. The failure of TGH, the Company or a Participant to insist upon strict adherence to any term of this Plan on any occasion shall not be considered as a waiver of the rights of TGH, the Company or such Participant or deprive TGH, the Company or such Participant of the right thereafter to insist upon strict adherence to that term or any other term of this Plan. No failure or delay by TGH, the Company or any Participant in exercising any right or power hereunder will operate as
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a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment of any steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

**SECTION 8. Survival.** The provisions of this Plan, including Sections 3, 4, 5, 6, 7 and 8 shall survive and remain binding and enforceable, notwithstanding the expiration or termination of this Plan, the termination of a Participant's employment with TGH or any of its Affiliates for any reason or any settlement of the financial rights and obligations arising from such Participant's participation hereunder, to the extent necessary to preserve the intended benefits of such provisions.

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IN WITNESS WHEREOF, TGH has caused this Executive Severance Plan to be executed on its behalf, to be effective as of 6 March 2020.

**THERMON GROUP HOLDINGS, INC.**

/s/ Bruce Thames

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Bruce Thames

President & Chief Executive Officer