

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

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

HOMETRUST BANCSHARES, INC.
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

45-5055422
(I.R.S. Employer Identification No.)

10 Woodfin Street, Asheville, North Carolina
(Address of Principal Executive Offices)

28801
(Zip Code)

HomeTrust Bancshares Inc. 2013 Omnibus Incentive Plan
(Full title of the plan)

Martin L. Meyrowitz, P.C.
Craig M. Scheer, P.C.
Silver, Freedman & Taff, L.L.P.
(a limited liability partnership including professional corporations)
3299 K Street, N.W., Suite 100
Washington, D.C. 20007
(Name and address of agent for service)

(202) 295-4500
(Telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated Filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

| Title of securities to be registered | Amount to be registered | Proposed maximum offering price per share | Proposed maximum aggregate offering price | Amount of registration fee |
|--|------------------------------------|--|--|-------------------------------|
| Common Stock, par value \$.01 per share (and associated preferred share purchase rights) | 2,962,400 shares ⁽¹⁾⁽²⁾ | \$ ⁽³⁾ | \$42,457,256 ⁽³⁾ | \$5,792 |

(1) Pursuant to Rule 416 under the Securities Act of 1933, this Registration Statement includes an indeterminate number of additional shares as may be issuable as a result of a stock split, stock dividend or similar adjustment of the outstanding shares of the common stock of HomeTrust Bancshares, Inc.

(2) Each share is accompanied by a preferred share purchase right in accordance with the HomeTrust Bancshares, Inc. Tax Benefits Preservation Plan.

(3) Calculated in accordance with Rule 457 under the Securities Act of 1933, based on: (i) with respect to the 1,557,000 shares underlying outstanding stock options granted under the HomeTrust Bancshares, Inc. 2013 Omnibus Incentive Plan, the exercise price per share of such options of \$14.37; and (ii) with respect to the remaining shares being registered, the average of the high and low sale prices per share of the common stock on the NASDAQ Stock Market on February 11, 2013 of \$14.29.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participants in the HomeTrust Bancshares, Inc. 2013 Omnibus Incentive Plan, as required by Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act").

Such document(s) are not being filed with the Commission, but constitute (along with the documents incorporated by reference into the Registration Statement pursuant to Item 3 of Part II hereof) a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference.

The following documents previously or concurrently filed by HomeTrust Bancshares, Inc. (the "Company") with the Commission are hereby incorporated by reference into this Registration Statement and the Prospectus to which this Registration Statement relates (the "Prospectus"):

- (a) the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2012;
- (b) the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2012;
- (c) the Company's Current Reports on Form 8-K filed on July 11, 2012, July 17, 2012, August 30, 2012, September 7, 2012, September 25, 2012, October 4, 2012, October 10, 2012, October 29, 2012, November 27, 2012 and January 22, 2013;
- (d) the description of the common stock, par value \$.01 per share, of the Company contained in the Company's Registration Statement on Form 8-A filed on July 2, 2012, and all amendments or reports filed for the purpose of updating such description; and
- (e) the description of the preferred share purchase rights of the Company contained in the Company's Registration Statement on Form 8-A filed on September 25, 2012, and all amendments or reports filed for the purpose of updating such description.

All documents filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (excluding any document or portion thereof that has been furnished to and deemed not to be filed with the Commission), after the filing of this Registration Statement, and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference into this Registration Statement and the Prospectus and to be a part hereof and thereof from the date of the filing of such documents. Any statement contained in the documents incorporated, or deemed to be incorporated, by reference herein or therein shall be deemed to be modified or superseded for purposes of this Registration Statement and the Prospectus to the extent that a statement contained herein or therein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein or therein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement and the Prospectus.

The Company shall furnish without charge to each person to whom the Prospectus is delivered, on the written or oral request of such person, a copy of any or all of the documents incorporated by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference to the information that is incorporated). Requests should be directed to: Teresa White, Senior Vice President, Chief Administration Officer and Corporate Secretary, HomeTrust Bancshares, Inc., 10 Woodfin Street, Asheville, North Carolina 28801, telephone number (828) 350-4808.

All information appearing in this Registration Statement and the Prospectus is qualified in its entirety by the detailed information, including financial statements, appearing in the documents incorporated herein or therein by reference.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interests of Named Experts and Counsel.

Not Applicable.

Item 6. Indemnification of Directors and Officers.

Section 2-405.2 of the Maryland General Corporation Law permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation or its stockholders for money damages except: (1) to the extent it is proven that the director or officer actually received an improper benefit or profit, for the amount of the improper benefit or profit; or (2) to the extent that a judgment or other final adjudication adverse to the director or officer is entered in a proceeding based on a finding that the director's or officer's action or failure to act was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. The Company's charter contains such a provision, thereby limiting the liability of its directors and officers to the maximum extent permitted by Maryland law.

Section 2-418 of the Maryland General Corporation Law permits a Maryland corporation to indemnify a director or officer who is made a party to any proceeding by reason of service in that capacity against judgments, penalties, fines, settlements and reasonable expenses actually incurred unless it is established that: (1) the act or omission of the director or officer was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty; (2) the director or officer actually received an improper personal benefit; or (3) in the case of a criminal proceeding, the director or officer had reasonable cause to believe that his conduct was unlawful. The Maryland General Corporation Law provides that where a director or officer is a defendant in a proceeding by or in the right of the corporation, the director or officer may not be indemnified if he or she is found liable to the corporation. The Maryland General Corporation Law also provides that a director or officer may not be indemnified in respect of any proceeding alleging improper personal benefit in which he or she was found liable on the grounds that personal benefit was improperly received. A director or officer found liable in a proceeding by or in the right of the corporation or in a proceeding alleging improper personal benefit may petition a court to nevertheless order indemnification of expenses if the court determines that the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances.

Section 2-418 of the Maryland General Corporation Law provides that unless limited by the charter of a Maryland corporation, a director or an officer who is successful on the merits or otherwise in defense of any proceeding must be indemnified against reasonable expenses. Section 2-418 also provides that a Maryland corporation may advance reasonable expenses to a director or an officer upon the corporation's receipt of (a) a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation and (b) a written undertaking by the director or officer or on his or her behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the standard of conduct was not met.

The Company's charter provides for indemnification of directors and officers to the maximum extent permitted by the Maryland General Corporation Law.

Under a directors' and officers' liability insurance policy, directors and officers of the Company are insured against certain liabilities.

Item 8. Exhibits.

See Exhibit Index.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Asheville, State of North Carolina, on February 13, 2013.

HOMETRUST BANCSHARES, INC.

By: /s/ F. Edward Broadwell, Jr.
F. Edward Broadwell, Jr.
Chairman and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned officers and directors of HomeTrust Bancshares, Inc., hereby severally and individually constitute and appoint F. Edward Broadwell, Jr. and Dana L. Stonestreet, and each of them, the true and lawful attorneys and agents of each of us to execute in the name, place and stead of each of us (individually and in any capacity stated below) any and all amendments (including post-effective amendments) to this registration statement and all instruments necessary or advisable in connection therewith and to file the same with the Securities and Exchange Commission, each of said attorneys and agents to have the power to act with or without the others and to have full power and authority to do and perform in the name and on behalf of each of the undersigned every act whatsoever necessary or advisable to be done in the premises as fully and to all intents and purposes as any of the undersigned might or could do in person, and we hereby ratify and confirm our signatures as they may be signed by our said attorneys and agents or each of them to any and all such amendments and instruments.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

| | |
|--|-------------------------|
| By: <u>/s/ F. Edward Broadwell, Jr.</u> F. Edward Broadwell, Jr., Chairman and Chief Executive Officer (Principal Executive Officer) | Date: February 13, 2013 |
| By: <u>/s/ Dana L. Stonestreet</u> Dana L. Stonestreet, Director, President and Chief Operating Officer | Date: February 13, 2013 |
| By: <u>/s/ H. Stanford Allen</u> H. Stanford Allen, Director | Date: February 13, 2013 |
| By: <u>/s/ Sidney A. Biesecker</u> Sidney A. Biesecker, Director | Date: February 13, 2013 |
| By: <u>/s/ Robert G. Dinsmore, Jr.</u> Robert G. Dinsmore, Jr., Director | Date: February 13, 2013 |
| By: <u>/s/ William T. Flynt</u> William T. Flynt, Director | Date: February 13, 2013 |
| By: <u>/s/ J. Steven Goforth</u> J. Steven Goforth, Director | Date: February 13, 2013 |

By: /s/ Craig C. Koontz
Craig C. Koontz, Director

Date: February 13, 2013

By: /s/ Larry S. McDevitt
Larry S. McDevitt, Director

Date: February 13, 2013

By: /s/ F.K. McFarland, III
F.K. McFarland, III, Director

Date: February 13, 2013

By: /s/ Peggy C. Melville
Peggy C. Melville, Director

Date: February 13, 2013

By: _____
Robert E. Shepherd, Sr., Director

Date:

By: /s/ Tony J. VunCannon
Tony J. VunCannon, Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Date: February 13, 2013

INDEX TO EXHIBITS

| <u>Exhibit Number</u> | <u>Document</u> |
|---------------------------|--|
| 4.1 | Charter of the Registrant (included as Exhibit 3.1 to the Registrant's Registration Statement on Form S-1 filed on December 29, 2011 (No. 333-178817) and incorporated herein by reference). |
| 4.2 | Bylaws of the Registrant (included as Exhibit 3.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012 and incorporated herein by reference). |
| 4.3 | Tax Benefits Preservation Plan, dated as of September 25, 2012, between the Registrant and Registrar and Transfer Company, as Rights Agent (included as Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed on September 25, 2012 and incorporated herein by reference) |
| 5 | Opinion of Silver, Freedman & Taff, L.L.P. |
| 10.1 | The Registrant's 2013 Omnibus Incentive Plan (the "Omnibus Incentive Plan") (included as Appendix A to the Registrant's Proxy Statement filed on December 5, 2012 and incorporated herein by reference). |
| 10.2 | Form of Incentive Stock Option Award Agreement under the Omnibus Incentive Plan. |
| 10.3 | Form of Non-Qualified Stock Option Award Agreement under the Omnibus Incentive Plan. |
| 10.4 | Form of Stock Appreciation Right Award Agreement under the Omnibus Incentive Plan. |
| 10.5 | Form of Restricted Stock Award Agreement under the Omnibus Incentive Plan. |
| 10.5 | Form of Restricted Stock Unit Award Agreement under the Omnibus Incentive Plan. |
| 23.1 | Consent of Silver, Freedman & Taff, L.L.P. (contained in Exhibit 5). |
| 23.2 | Consent of Dixon Hughes Goodman LLP. |
| 24 | Power of Attorney (contained on signature page). |

LAW OFFICES

SILVER, FREEDMAN & TAFF, L.L.P.
A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

3299 K STREET, N.W., SUITE 100

WASHINGTON, D.C. 20007

PHONE: (202) 295-4500

FAX: (202) 337-5502

WWW.SFTLAW.COM

February 13, 2013

HomeTrust Bancshares, Inc.
10 Woodfin Street
Asheville, North Carolina 28801

Ladies and Gentlemen:

We have acted as counsel to HomeTrust Bancshares, Inc., a Maryland corporation (the "Corporation"), in connection with the preparation and filing with the Securities and Exchange Commission of a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Registration Statement"), relating to (i) 2,962,400 shares of the Corporation's common stock, par value \$.01 per share (the "Shares"), issuable pursuant to the HomeTrust Bancshares, Inc. 2013 Omnibus Incentive Plan (the "Omnibus Incentive Plan") and (ii) the preferred share purchase rights (the "Rights") associated with the Shares, to be issued pursuant to the Tax Benefits Preservation Plan, dated as of September 25, 2012 (the "Rights Plan"), between the Corporation and Registrar and Transfer Company, as rights agent (the "Rights Agent").

In connection with our opinion, we have reviewed originals or copies, certified or otherwise identified to our satisfaction, of the Omnibus Incentive Plan, the Rights Plan, the Corporation's charter and bylaws, resolutions of the Corporation's Board of Directors and such other documents and corporate records as we have deemed appropriate for the purpose of rendering this opinion. We have assumed without investigation the genuineness of all signatures, the legal capacity of natural persons, the authenticity, accuracy and completeness of all documents submitted to us as originals, the conformity to authentic and complete original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity, accuracy and completeness of the originals of such copies. We have further assumed the accuracy of certifications of public officials, government agencies and departments, corporate officers, and individuals and statements of fact, on which we are relying, and have made no independent investigations thereof. In addition, we have assumed that the Rights Plan has been duly authorized, executed and delivered by the Rights Agent and that the Rights Plan is the valid and legally binding obligation of the Rights Agent, enforceable against the Rights Agent in accordance with the terms of the Rights Plan.

Based upon the foregoing, and subject to the limitations, qualifications, exceptions and assumptions set forth herein, it is our opinion that:

1. The Shares have been duly authorized and will be, when and if issued, sold and paid for as contemplated by the Omnibus Incentive Plan, legally issued, fully paid and non-assessable.
2. Upon issuance of the Shares in accordance with the Omnibus Incentive Plan and the Rights attached thereto in accordance with the Rights Plan, such Rights will constitute valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms.

Our opinion set forth in paragraph 2 above as to the validity, binding effect and enforceability of the obligations of the Corporation with respect to the Rights is qualified to the extent the validity, binding effect or enforceability of such obligations may be subject to or limited by: (i) applicable bankruptcy, insolvency, reorganization, conservatorship, receivership, liquidation, voidable preference, moratorium and other statutory or decisional laws relating to or affecting creditors' rights generally (including, without limitation, preference and fraudulent conveyance or transfer laws), heretofore or hereafter enacted or in effect; (ii) the exercise of judicial or administrative discretion in accordance with general equitable principles, whether enforcement is sought at law or in equity including, without limitation, the exercise of judicial or administrative discretion with respect to provisions relating to waivers, waiver of remedies (or the delay or omission of enforcement thereof), disclaimers, releases of legal or equitable rights or discharges of defenses; (iii) the availability of injunctive relief or other equitable remedies; and (iv) the application by courts of competent jurisdiction of laws containing provisions determined to have a paramount public interest.

In addition, with respect to our opinion set forth in paragraph 2 above and the Rights and the Rights Plan: (i) we do not address the determination a court of competent jurisdiction may make regarding whether the Corporation's Board of Directors would be required to redeem or terminate, or take other action with respect to, the Rights at some future time based on the facts and circumstances existing at that time; (ii) we assume that the members of the Corporation's Board of Directors acted in a manner consistent with their fiduciary duties as required under applicable law in adopting the Rights Plan, and (iii) we address the Rights and the Rights Plan in their entirety, and it is not settled whether the invalidity of any particular provision of the Rights Plan or of the Rights issued thereunder would result in invalidating such Rights in their entirety.

In rendering the opinion set forth herein, we express no opinion as to the laws of any jurisdiction other than the State of Maryland, as currently in effect. This opinion is limited to the facts bearing on this opinion as they exist on the date of this letter. We disclaim any obligation to review or supplement this opinion or to advise you of any changes in the circumstances, laws or events that may occur after this date or otherwise update this opinion.

We hereby consent to the inclusion of this opinion as Exhibit 5 to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ SILVER, FREEDMAN & TAFF, L.L.P.

SILVER, FREEDMAN & TAFF, L.L.P.

**HOMETRUST BANCSHARES, INC.
2013 OMNIBUS INCENTIVE PLAN**

INCENTIVE STOCK OPTION AWARD AGREEMENT

ISO No. _____

Grant Date: _____

This Incentive Stock Option Award ("ISO") is granted by HomeTrust Bancshares, Inc. ("Corporation") to **[Name]** ("Option Holder") in accordance with the terms of this Incentive Stock Option Award Agreement ("Agreement") and subject to the provisions of the HomeTrust Bancshares, Inc. 2013 Omnibus Incentive Plan, as amended from time to time ("Plan"). The Plan is incorporated herein by reference.

1. **ISO Award.** The Corporation grants to Option Holder ISOs to purchase **[Number]** Shares at an Exercise Price of **[\$Number]** per Share. These ISOs are subject to forfeiture until they vest and to limits on transferability, as provided in Sections 5 and 6 of this Agreement and in Article V of the Plan.
2. **Vesting Dates.** The ISOs shall vest as follows, subject to earlier vesting in the event of a termination of Service as provided in Section 6 or a Change in Control as provided in Section 7:

| <u>Vesting Date</u> | ISOs for <u>Number of Shares Vesting</u> |
|---------------------|---|
|---------------------|---|

3. **Exercise.** The Option Holder (or in the case of the death of the Option Holder, the designated legal representative or heir of the Option Holder) may exercise the ISOs during the Exercise Period by giving written notice to the **[Vice President of Investor Relations]** in the form required by the Committee ("Exercise Notice"). The Exercise Notice must specify the number of Shares to be purchased, which shall be at least 100 unless fewer shares remain unexercised. The exercise date is the date the Exercise Notice is received by the Corporation. The Exercise Period commences on the Vesting Date and expires at 5:00 p.m., Asheville, North Carolina time, on the date 10 years **[five years for over 10% owners of Corporation on the Grant Date]** after the Grant Date, such later time and date being hereinafter referred to as the "Expiration Date," subject to earlier expiration in the event of a termination of Service as provided in Section 6. Any ISOs not exercised as of the close of business on the last day of the Exercise Period shall be cancelled without consideration at that time.

The Exercise Notice shall be accompanied by payment in full of the Exercise Price for the Shares being purchased. Payment shall be made: (a) in cash, which may be in the form of a check, money order, cashier's check or certified check, payable to the Corporation, or (b) by delivering Shares of the Corporation already owned by the Option

Holder having a Fair Market Value on the exercise date equal to the aggregate Exercise Price to be paid, ***[or (c) by instructing the Corporation to withhold Shares otherwise issuable upon the exercise having an aggregate Fair Market Value on the exercise date equal to the aggregate Exercise Price to be paid]*** or (d) by a combination of thereof. Payment for the Shares being purchased upon exercise of the Option may also be made by delivering a properly executed Exercise Notice to the Corporation, together with a copy of irrevocable instructions to a broker to deliver promptly to the Corporation the amount of sale or loan proceeds to pay the aggregate Exercise Price and applicable tax withholding amounts (if any), in which event the Shares acquired shall be delivered to the broker promptly following receipt of payment.

4. **Related Awards.** These ISOs ***[are not related to any other Award under the Plan.] or [are related to stock appreciation rights granted on the Grant Date and designated SAR No. ____]. Any related stock appreciation rights do not receive the special tax treatment afforded the ISOs. To the extent any of the related stock appreciation rights are exercised, the ISOs shall terminate with respect to the same number of Shares.]***
5. **Transferability.** The Option Holder may not sell, assign, transfer, pledge or otherwise encumber any ISOs, except in the event of the Option Holder's death, by will or by the laws of descent and distribution or pursuant to a Domestic Relations Order.
6. **Termination of Service.** If the Option Holder terminates Service for any reason other than in connection with a Change in Control or the death or Disability of the Option Holder, any ISOs that have not vested as of the date of that termination shall be forfeited to the Corporation, and the Exercise Period of any vested ISOs shall expire three months after that termination of Service (but in no event after the Expiration Date), except where that termination of Service is due to Retirement, in which case the Exercise Period of any vested ISOs shall expire one year after that termination of Service (but in no event after the Expiration Date), or in the case of a Termination for Cause, in which case all ISOs held by the Option Holder shall expire immediately. If the Option Holder's Service terminates on account of the Option Holder's death or Disability, the Vesting Date for all ISOs that have not vested or been forfeited shall be accelerated to the date of that termination of Service, and the Exercise Period of all ISOs shall expire one year after that termination of Service (but in no event after the Expiration Date). *[Post-termination exercise period may be modified at Committee's election except with respect to a Termination for Cause.]*
7. **Effect of Change in Control.** Upon a Change in Control, the Vesting Date for all ISOs that have not vested or been forfeited shall be accelerated to the date of the earliest event constituting a Change in Control.
8. **Option Holder's Rights.** The ISOs awarded hereby do not entitle the Option Holder to any rights of a stockholder of the Corporation.
9. **Delivery of Shares to Option Holder.** Promptly after receipt of an Exercise Notice and full payment of the Exercise Price for the Shares being acquired, the Corporation shall issue and deliver to the Option Holder (or other person validly exercising the ISO) a

certificate or certificates representing the Shares of Common Stock being purchased, or evidence of the issuance of such Shares in book-entry form, registered in the name of the Option Holder (or such other person), or, upon request, in the name of the Option Holder (or such other person) and in the name of another person in such form of joint ownership as requested by the Option Holder (or such other person) pursuant to applicable state law. The Corporation's obligation to deliver a stock certificate or evidence of the issuance of Shares in book-entry form for Shares purchased upon the exercise of an ISO can be conditioned upon the receipt of a representation of investment intent from the Option Holder (or the Option Holder's Beneficiary) in such form as the Committee requires. The Corporation shall not be required to deliver stock certificates or evidence of the issuance of Shares in book-entry form for Shares purchased prior to: (a) the listing of those Shares on the Nasdaq; or (b) the completion of any registration or qualification of those Shares required under applicable law.

10. **Notice of Sale of Shares.** The Option Holder (or other person who received Shares from the exercise of the ISOs) shall give written notice to the Corporation promptly in the event of the sale or other disposition of Shares received from the exercise of the ISOs within either: (a) two years from the Grant Date; or (b) one year from the exercise date for the ISOs exercised.
11. **Adjustments in Shares.** In the event of any recapitalization, forward or reverse stock split, reorganization, merger, consolidation, spin-off, combination, exchange of Shares or other securities, stock dividend, special or recurring dividend or distribution, liquidation, dissolution or other similar corporate transaction or event, the Committee, in its sole discretion, shall adjust the number of Shares or class of securities of the Corporation covered by the ISOs or the Exercise Price of the ISOs. The Option Holder agrees to execute any documents required by the Committee in connection with an adjustment under this Section 11.
12. **Tax Withholding.** The Corporation shall have the right to require the Option Holder to pay to the Corporation the amount of any tax that the Corporation is required to withhold with respect to such Shares, or in lieu thereof, to retain or sell without notice, a sufficient number of Shares to cover the minimum amount required to be withheld. The Corporation shall have the right to deduct from all dividends paid with respect to the Shares the amount of any taxes that the Corporation is required to withhold with respect to such dividend payments.
13. **Plan and Committee Decisions are Controlling.** This Agreement, the award of ISOs to the Option Holder and the issuance of Shares upon the exercise of the ISOs are subject in all respects to the provisions of the Plan, which are controlling. Capitalized terms herein not defined in this Agreement shall have the meaning ascribed to them in the Plan. All decisions, determinations and interpretations by the Committee respecting the Plan, this Agreement, the award of ISOs or the issuance of Shares upon the exercise of the ISOs shall be binding and conclusive upon the Option Holder, any Beneficiary of the Option Holder or the legal representative thereof.

14. **Option Holder's Employment.** Nothing in this Agreement shall limit the right of the Corporation or any of its Affiliates to terminate the Option Holder's service or employment as a director, advisory director, director emeritus, officer or employee, or otherwise impose upon the Corporation or any of its Affiliates any obligation to employ or accept the services or employment of the Option Holder.
15. **Amendment.** The Committee may waive any conditions of or rights of the Corporation or modify or amend the terms of this Agreement; provided, however, that the Committee may not amend, alter, suspend, discontinue or terminate any provision of this Agreement if such action may adversely affect the Option Holder without the Option Holder's written consent. To the extent permitted by applicable laws and regulations, the Committee shall have the authority, in its sole discretion but with the permission of the Option Holder, to accelerate the vesting of the Shares or remove any other restrictions imposed on the Option Holder with respect to the Shares, whenever the Committee may determine that such action is appropriate.
16. **Loss of ISO Status.** If any of the ISOs fail, for any reason, to qualify for the special tax treatment afforded the ISOs, they shall be treated as Non-Qualified Stock Options under the Plan. The ISOs will lose ISO status: (a) if the Option Holder is not an employee of the Corporation or its Affiliates from the Grant date through the date three months before the exercise date; or (b) if the Shares acquired upon the exercise of the ISO are sold or disposed of within one of the time periods described in Section 10.
17. **Option Holder Acceptance.** The Option Holder shall signify acceptance of the terms and conditions of this Agreement and acknowledge receipt of a copy of the Plan by signing in the space provided below and returning the signed copy to the Corporation.

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

HOMETRUST BANCSHARES, INC.

By _____
Its _____

ACCEPTED BY OPTION HOLDER

(Signature)

(Print Name)

(Street Address)

(City, State & Zip Code)

HOMETRUST BANCSHARES, INC.

2013 OMNIBUS INCENTIVE PLAN

NON-QUALIFIED STOCK OPTION AWARD AGREEMENT

NQSO No. _____

Grant Date: _____

This Non-Qualified Stock Option Award (“NQSO”) is granted by HomeTrust Bancshares, Inc. (“Corporation”) to **[Name]** (“Option Holder”) in accordance with the terms of this Non-Qualified Stock Option Award Agreement (“Agreement”) and subject to the provisions of the HomeTrust Bancshares, Inc. 2013 Omnibus Incentive Plan, as amended from time to time (“Plan”). The Plan is incorporated herein by reference.

1. **NQSO Award.** The Corporation grants to Option Holder NQSOs to purchase **[Number]** Shares at an Exercise Price of **[\$Number]** per Share. These NQSOs are subject to forfeiture and to limits on transferability until they vest, as provided in Sections 5 and 6 of this Agreement and in Article V of the Plan.
2. **Vesting Dates.** The NQSOs shall vest as follows, subject to earlier vesting in the event of a termination of Service as provided in Section 6:

Vesting DateNQSOs for
Number of Shares Vesting

3. **Exercise.** The Option Holder (or in the case of the death of the Option Holder, the designated legal representative or heir of the Option Holder) may exercise the NQSOs during the Exercise Period by giving written notice to the **[Vice President of Investor Relations]** in the form required by the Committee (“Exercise Notice”). The Exercise Notice must specify the number of Shares to be purchased, which shall be at least 100 unless fewer shares remain unexercised. The exercise date is the date the Exercise Notice is received by the Corporation. The Exercise Period commences on the Vesting Date and expires at 5:00 p.m., Asheville, North Carolina time, on the date [10 years/15 years] after the Grant Date, such later time and date being hereinafter referred to as the “Expiration Date,” subject to earlier expiration in the event of a termination of Service as provided in Section 6. Any NQSOs not exercised as of the close of business on the last day of the Exercise Period shall be cancelled without consideration at that time.

The Exercise Notice shall be accompanied by payment in full of the Exercise Price for the Shares being purchased. Payment shall be made: (a) in cash, which may be in the form of a check, money order, cashier's check or certified check, payable to the Corporation, or (b) by delivering Shares of the Corporation already owned by the Option Holder having a Fair Market Value on the exercise date equal to the aggregate Exercise

Price to be paid, or (c) by instructing the Corporation to withhold Shares otherwise issuable upon the exercise having an aggregate Fair Market Value on the exercise date equal to the aggregate Exercise Price to be paid or (d) by a combination thereof. Payment for the Shares being purchased upon exercise of the Option may also be made by delivering a properly executed Exercise Notice to the Corporation, together with a copy of irrevocable instructions to a broker to deliver promptly to the Corporation the amount of sale or loan proceeds to pay the aggregate Exercise Price and applicable tax withholding amounts (if any), in which event the Shares acquired shall be delivered to the broker promptly following receipt of payment.

4. **Related Awards:** These NQSOs *[are not related to any other Award under the Plan.] or [are related to stock appreciation rights granted on the Grant Date and designated SAR No . ____ . To the extent any of the related stock appreciation rights is exercised, the NQSOs shall terminate with respect to the same number of Shares.]*
5. **Transferability.** The Option Holder may not sell, assign, transfer, pledge or otherwise encumber any NQSOs, except in the event of the Option Holder's death, by will or by the laws of descent and distribution or pursuant to a Domestic Relations Order. The Committee, in its sole and absolute discretion, may allow the Option Holder to transfer one or more NQSOs to the Option Holder's Family Members, as provided in the Plan.
6. **Termination of Service.** If the Option Holder terminates Service for any reason other than in connection with a Change in Control or the death or Disability of the Option Holder, any NQSOs that have not vested as of the date of that termination shall be forfeited to the Corporation, and the Exercise Period of any vested NQSOs shall expire three months after that termination of Service (but in no event after the Expiration Date), except where that termination of Service is due to Retirement, in which case the Exercise Period of any vested NQSOs shall expire one year after that termination of Service (but in no event after the Expiration Date), or in the case of a Termination for Cause, in which case all NQSOs held by the Option Holder shall expire immediately. If the Option Holder's Service terminates on account of the Option Holder's death or Disability, the Vesting Date for all NQSOs that have not vested or been forfeited shall be accelerated to the date of that termination of Service, and the Exercise Period of all NQSOs shall expire one year after that termination of Service (but in no event after the Expiration Date). *[Post-termination exercise period may be modified at Committee's election except with respect to a Termination for Cause.]*
7. **Effect of Change in Control.** Upon a Change in Control, the Vesting Date for all NQSOs that have not vested or been forfeited shall be accelerated to the date of the earliest event constituting a Change in Control.
8. **Option Holder's Rights.** The NQSOs awarded hereby do not entitle the Option Holder to any rights of a shareholder of the Corporation.
9. **Delivery of Shares to Option Holder.** Promptly after receipt of an Exercise Notice and full payment of the Exercise Price for the Shares being acquired, the Corporation shall issue and deliver to the Option Holder (or other person validly exercising the NQSO) a

certificate or certificates representing the Shares of Common Stock being purchased, or evidence of the issuance of such Shares in book-entry form, registered in the name of the Option Holder (or such other person), or, upon request, in the name of the Option Holder (or such other person) and in the name of another person in such form of joint ownership as requested by the Option Holder (or such other person) pursuant to applicable state law. The Corporation's obligation to deliver a stock certificate or evidence of the issuance of Shares in book-entry form for Shares purchased upon the exercise of an NQSO can be conditioned upon the receipt of a representation of investment intent from the Option Holder (or the Option Holder's Beneficiary) in such form as the Committee requires. The Corporation shall not be required to deliver stock certificates or evidence of the issuance of Shares in book-entry form for Shares purchased prior to: (a) the listing of those Shares on the Nasdaq; or (b) the completion of any registration or qualification of those Shares required under applicable law.

10. **Adjustments in Shares.** In the event of any recapitalization, forward or reverse stock split, reorganization, merger, consolidation, spin-off, combination, exchange of Shares or other securities, stock dividend, special or recurring dividend or distribution, liquidation, dissolution or other similar corporate transaction or event, the Committee, in its sole discretion, shall adjust the number of Shares or class of securities of the Corporation covered by the NQSOs or the Exercise Price of the NQSOs. The Option Holder agrees to execute any documents required by the Committee in connection with an adjustment under this Section 10.
11. **Tax Withholding.** The Corporation shall have the right to require the Option Holder to pay to the Corporation the amount of any tax that the Corporation is required to withhold with respect to such Shares, or in lieu thereof, to retain or sell without notice, a sufficient number of Shares to cover the minimum amount required to be withheld. The Corporation shall have the right to deduct from all dividends paid with respect to the Shares the amount of any taxes that the Corporation is required to withhold with respect to such dividend payments.
12. **Plan and Committee Decisions are Controlling.** This Agreement, the award of NQSOs to the Option Holder and the issuance of Shares upon the exercise of the NQSOs are subject in all respects to the provisions of the Plan, which are controlling. Capitalized terms herein not defined in this Agreement shall have the meaning ascribed to them in the Plan. All decisions, determinations and interpretations by the Committee respecting the Plan, this Agreement, the award of NQSOs or the issuance of Shares upon the exercise of the NQSOs shall be binding and conclusive upon the Option Holder, any Beneficiary of the Option Holder or the legal representative thereof.
13. **Option Holder's Employment.** Nothing in this Agreement shall limit the right of the Corporation or any of its Affiliates to terminate the Option Holder's service or employment as a director, advisory director, director emeritus, officer or employee, or otherwise impose upon the Corporation or any of its Affiliates any obligation to employ or accept the services or employment of the Option Holder.

14. **Amendment.** The Committee may waive any conditions of or rights of the Corporation or modify or amend the terms of this Agreement; provided, however, that the Committee may not amend, alter, suspend, discontinue or terminate any provision of this Agreement if such action may adversely affect the Option Holder without the Option Holder's written consent. To the extent permitted by applicable laws and regulations, the Committee shall have the authority, in its sole discretion but with the permission of the Option Holder, to accelerate the vesting of the Shares or remove any other restrictions imposed on the Option Holder with respect to the Shares, whenever the Committee may determine that such action is appropriate.
15. **Option Holder Acceptance.** The Option Holder shall signify acceptance of the terms and conditions of this Agreement and acknowledge receipt of a copy of the Plan by signing in the space provided below and returning the signed copy to the Corporation.

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

HOMETRUST BANCSHARES, INC.

By _____
Its _____

ACCEPTED BY OPTION HOLDER

(Signature)

(Print Name)

(Street Address)

(City, State & Zip Code)

HOMETRUST BANCSHARES, INC.

2013 OMNIBUS INCENTIVE PLAN

STOCK APPRECIATION RIGHT AWARD
AGREEMENT [STOCK SETTLED]

SAR No. _____

Grant Date: _____

This Stock Appreciation Right Award (“SAR”) is granted by HomeTrust Bancshares, Inc. (“Corporation”) to *[Name]* (“SAR Holder”) in accordance with the terms of this Stock Appreciation Right Award Agreement (“Agreement”) and subject to the provisions of the HomeTrust Bancshares, Inc. 2013 Omnibus Incentive Plan, as amended from time to time (“Plan”). The Plan is incorporated herein by reference.

1. **SAR Award.** The Corporation grants to SAR Holder SARs to purchase *[Number]* Shares at an Exercise Price of *[\$[Number]]* per Share. Each SAR gives the SAR Holder a right to receive a payment in Shares with an aggregate Fair Market Value on the exercise date equal to the amount by which the Fair Market Value of a Share on the exercise date exceeds the Exercise Price of the SAR. No fractional shares or cash in lieu of fractional shares shall be issued. These SARs are subject to forfeiture until they vest and to limits on transferability, as provided in Sections 5 and 6 of this Agreement and in Article VI of the Plan.
2. **Vesting Dates:** The SARs shall vest as follows, subject to earlier vesting in the event of a termination of Service as provided in Section 6 or a Change in Control as provided in Section 7:

Vesting DateSARs for
Number of Shares Vesting

3. **Exercise:** The SAR Holder (or in the case of the death of the SAR Holder, the designated legal representative or heir of the SAR Holder) may exercise the SARs during the Exercise Period by giving written notice to the **[Vice President of Investor Relations]** in the form required by the Committee (“Exercise Notice”). The Exercise Notice must specify the number of Shares to be purchased, which shall be at least 100 unless fewer shares remain unexercised. The exercise date is the date the Exercise Notice is received by the Corporation. The Exercise Period commences on the Vesting Date and expires at 5:00 p.m., Asheville, North Carolina time, on the date [10 years/15 years] after the Grant Date (the “Expiration Date”), subject to earlier expiration in the event of a

termination of Service as provided in Section 6. Any SARs not exercised as of the close of business on the last day of the Exercise Period shall be canceled without consideration at that time.

4. **Related Awards:** These SARs *[are not related to any other Award under the Plan.] or [are related to stock options granted on the Grant Date and designated ISO or NQSO Nos. ____]. To the extent any of the related stock options are exercised, the SARs shall terminate with respect to the same number of Shares.]*
5. **Transferability.** The SAR Holder may not sell, assign, transfer, pledge or otherwise encumber any SARs, except in the event of the SAR Holder's death, by will or by the laws of descent and distribution or pursuant to a Domestic Relations Order. The Committee, in its sole and absolute discretion, may allow the SAR Holder to transfer one or more SARs to the SAR Holder's Family Members, as provided in the Plan.
6. **Termination of Service.** If the SAR Holder terminates Service for any reason other than in connection with a Change in Control or the death or Disability of the SAR Holder, any SARs that have not vested as of the date of that termination shall be forfeited to the Corporation, and the Exercise Period of any vested SARs shall expire three months after that termination of Service (but in no event after the Expiration Date), except where that termination of Service is due to Retirement, in which case the Exercise Period of any vested SARs shall expire one year after that termination of Service (but in no event after the Expiration Date) or in the case of a Termination for Cause, in which case all SARs held by the SAR Holder shall expire immediately. If the SAR Holder's Service terminates on account of the SAR Holder's death or Disability, the Vesting Date for all SARs that have not vested or been forfeited shall be accelerated to the date of that termination of Service, and the Exercise Period of all SARs shall expire one year after that termination of Service (but in no event after the Expiration Date). *[Post-termination exercise period may be modified at Committee's election except with respect to a Termination for Cause.]*
7. **Effect of Change in Control.** Upon a Change in Control, the Vesting Date for all SARs that have not vested or been forfeited shall be accelerated to the date of the earliest event constituting a Change in Control.
8. **SAR Holder's Rights.** The SARs awarded hereby do not entitle the SAR Holder to any rights of a stockholder of the Corporation.
9. **Delivery of Shares to SAR Holder.** Promptly after receipt of an Exercise Notice, the Corporation shall issue and deliver to the SAR Holder (or other person validly exercising the SAR) a certificate or certificates representing the Shares of Common Stock being purchased, or evidence of the issuance of such Shares in book-entry form, registered in the name of the SAR Holder (or such other person), or, upon request, in the name of the SAR Holder (or such other person) and in the name of another person in such form of joint ownership as requested by the SAR Holder (or such other person) pursuant to applicable state law. The Corporation's obligation to deliver a stock certificate or evidence of the issuance of Shares in book-entry form for Shares purchased upon the

exercise of an SAR can be conditioned upon the receipt of a representation of investment intent from the SAR Holder (or the SAR Holder's Beneficiary) in such form as the Committee requires. The Corporation shall not be required to deliver stock certificates or evidence of the issuance of Shares in book-entry form for Shares purchased prior to: (a) the listing of those Shares on the Nasdaq; or (b) the completion of any registration or qualification of those Shares required under applicable law.

10. **Adjustments in Shares.** In the event of any recapitalization, forward or reverse stock split, reorganization, merger, consolidation, spin-off, combination, exchange of Shares or other securities, stock dividend, special or recurring dividend or distribution, liquidation, dissolution or other similar corporate transaction or event, the Committee, in its sole discretion, shall adjust the number of Shares or class of securities of the Corporation covered by the SARs or the Exercise Price of the SARs. The SAR Holder agrees to execute any documents required by the Committee in connection with an adjustment under this Section 10.
11. **Tax Withholding.** The Corporation shall retain or sell without notice, a sufficient number of Shares to cover the minimum amount of any tax that the Corporation is required to withhold. The Corporation shall have the right to deduct from all dividends paid with respect to the Shares the amount of any taxes that the Corporation is required to withhold with respect to such dividend payments.
12. **Plan and Committee Decisions are Controlling.** This Agreement, the award of SARs to the SAR Holder and the issuance of Shares upon the exercise of the SARs are subject in all respects to the provisions of the Plan, which are controlling. Capitalized terms herein not defined in this Agreement shall have the meaning ascribed to them in the Plan. All decisions, determinations and interpretations by the Committee respecting the Plan, this Agreement, the award of SARs or the issuance of Shares upon the exercise of the SARs shall be binding and conclusive upon the SAR Holder, any Beneficiary of the SAR Holder or the legal representative thereof.
13. **SAR Holder's Employment.** Nothing in this Agreement shall limit the right of the Corporation or any of its Affiliates to terminate the SAR Holder's service or employment as a director, advisory director, director emeritus, officer or employee, or otherwise impose upon the Corporation or any of its Affiliates any obligation to employ or accept the services or employment of the SAR Holder.
14. **Tax Status.** The SARs are intended to comply with the provisions of Treasury Regulations Section 1.409A-1(b)(5)(i) (B), so as to not be subject to Section 409A of the Code.
15. **Amendment.** The Committee may waive any conditions of or rights of the Corporation or modify or amend the terms of this Agreement; provided, however, that the Committee may not amend, alter, suspend, discontinue or terminate any provision of this Agreement if such action may adversely affect the SAR Holder without the SAR Holder's written consent. To the extent permitted by applicable laws and regulations, the Committee shall have the authority, in its sole discretion but with the permission of the SAR Holder, to

accelerate the vesting of the Shares or remove any other restrictions imposed on the SAR Holder with respect to the Shares, whenever the Committee may determine that such action is appropriate.

16. **SAR Holder Acceptance.** The SAR Holder shall signify acceptance of the terms and conditions of this Agreement and acknowledge receipt of a copy of the Plan by signing in the space provided below and returning the signed copy to the Corporation.

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

HOMETRUST BANCSHARES, INC.

By _____
Its _____

ACCEPTED BY SAR HOLDER

(Signature)

(Print Name)

(Street Address)

(City, State & Zip Code)

HOMETRUST BANCSHARES, INC.

2013 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK AWARD AGREEMENT

RS No. _____

Grant Date: _____

This Restricted Stock Award (“Restricted Stock Award”) is granted by HomeTrust Bancshares, Inc. (“Corporation”) to **[Name]** (“Grantee”) in accordance with the terms of this Restricted Stock Award Agreement (“Agreement”) and subject to the provisions of the HomeTrust Bancshares, Inc. 2013 Omnibus Incentive Plan, as amended from time to time (“Plan”). The Plan is incorporated herein by reference.

1. **Restricted Stock Award.** The Corporation makes this Restricted Stock Award of **[Number]** Shares to Grantee ***in exchange for a payment of \$_____***. These Shares are subject to forfeiture and to limits on transferability until they vest, as provided in Sections 2, 3 and 4 of this Agreement and in Article VII of the Plan.

2. **Vesting Dates:** The Shares shall vest as follows:

Vesting Date

Number of Shares Vesting

3. **Transferability.** The Grantee may not sell, assign, transfer, pledge or otherwise encumber any Shares that have not vested, except in the event of the Grantee’s death, by will or by the laws of descent and distribution or pursuant to a Domestic Relations Order. The Committee, in its sole and absolute discretion, may allow the Grantee to transfer all or any portion of this Restricted Stock Award to the Grantee’s Family Members, as provided in the Plan.

4. **Termination of Service.** If the Grantee terminates Service for any reason other than in connection with a Change in Control or the death or Disability of the Grantee, any Shares that have not vested as of the date of that termination shall be forfeited to the Corporation. If the Grantee’s Service terminates on account of the Grantee’s death or Disability, the Vesting Date for all Shares that have not vested or been forfeited shall be accelerated to the date of that termination of Service.

5. **Effect of Change in Control.** Upon a Change in Control, the Vesting Date for all Shares that have not vested or been forfeited shall be accelerated to the date of the earliest event constituting a Change in Control.

6. **Stock Power.** The Grantee agrees to execute a stock power with respect to each stock certificate reflecting the Shares, or other evidence of book-entry stock ownership, in favor of the Corporation. The Shares shall not be issued by the Corporation until the required stock powers are delivered to the Corporation.
7. **Delivery of Shares.** The Corporation shall issue stock certificates or evidence of the issuance of such Shares in book-entry form, in the name of the Grantee reflecting the Shares vesting on each Vesting Date in Section 2. The Corporation shall retain these certificates or evidence of the issuance of Shares in book-entry form until the Shares represented thereby become vested. Prior to vesting, the Shares shall be subject to the following restriction, communicated in writing to the Corporation's stock transfer agent:

These shares of common stock are subject to the terms of an Award Agreement between HomeTrust Bancshares, Inc. and [NAME] dated [GRANT DATE] made pursuant to the terms of the HomeTrust Bancshares, Inc. 2013 Omnibus Incentive Plan, copies of which are on file at the executive offices of HomeTrust Bancshares, Inc., and may not be sold, encumbered, hypothecated or otherwise transferred except in accordance with the terms of such Plan and Award Agreement.
8. **Grantee's Rights.** As the owner of all Shares that have not vested, the Grantee shall be paid dividends by the Corporation with respect to those Shares at the same time as they are paid to other holders of the Corporation's common stock. The Grantee may exercise all voting rights appurtenant to the Shares. *[May be modified at Committee's election, if desired.]*
9. **Delivery of Shares to Grantee.** Upon the vesting of any Shares, the restrictions in Sections 3 and 4 shall terminate, and the Corporation shall deliver only to the Grantee (or, if applicable, the Grantee's Beneficiary, estate or Family Member) a certificate (without the legend referenced in Section 7) or evidence of the issuance of Shares in book-entry form, and the related stock power in respect of the vesting Shares. The Corporation's obligation to deliver a stock certificate for vested Shares, or evidence of the issuance of Shares in book-entry form, can be conditioned upon the receipt of a representation of investment intent from the Grantee (or the Grantee's Beneficiary, estate or Family Member) in such form as the Committee requires. The Corporation shall not be required to deliver stock certificates for vested Shares, or evidence of the issuance of Shares in book-entry form, prior to: (a) the listing of those Shares on the Nasdaq; or (b) the completion of any registration or qualification of those Shares required under applicable law.
10. **Adjustments in Shares.** In the event of any recapitalization, forward or reverse stock split, reorganization, merger, consolidation, spin-off, combination, exchange of Shares or other securities, stock dividend, special or recurring dividend or distribution, liquidation, dissolution or other similar corporate transaction or event, the Committee, in its sole discretion, shall adjust the number of Shares or class of securities of the Corporation covered by this Agreement. Any additional Shares or other securities received by the Grantee as a result of any such adjustment shall be subject to all restrictions and requirements applicable to Shares that have not vested. The Grantee agrees to execute

any documents required by the Committee in connection with an adjustment under this Section 10.

11. **Tax Election.** The Grantee understands that an election may be made under Section 83(b) of the Code to accelerate the Grantee's tax obligation with respect to receipt of the Shares from the Vesting Dates to the Grant Date by submitting an election to the Internal Revenue Service substantially in the form attached hereto.
12. **Tax Withholding.** The Corporation shall have the right to require the Grantee to pay to the Corporation the amount of any tax that the Corporation is required to withhold with respect to such Shares, or in lieu thereof, to retain or sell without notice, a sufficient number of Shares to cover the minimum amount required to be withheld. The Corporation shall have the right to deduct from all dividends paid with respect to the Shares the amount of any taxes that the Corporation is required to withhold with respect to such dividend payments.
13. **Plan and Committee Decisions are Controlling.** This Agreement and the award of Shares to the Grantee are subject in all respects to the provisions of the Plan, which are controlling. Capitalized terms herein not defined in this Agreement shall have the meaning ascribed to them in the Plan. All decisions, determinations and interpretations by the Committee respecting the Plan, this Agreement or the award of Shares shall be binding and conclusive upon the Grantee, any Beneficiary of the Grantee or the legal representative thereof.
14. **Grantee's Employment.** Nothing in this Agreement shall limit the right of the Corporation or any of its Affiliates to terminate the Grantee's service or employment as a director, advisory director, director emeritus, officer or employee, or otherwise impose upon the Corporation or any of its Affiliates any obligation to employ or accept the services or employment of the Grantee.
15. **Amendment.** The Committee may waive any conditions of or rights of the Corporation or modify or amend the terms of this Agreement; provided, however, that the Committee may not amend, alter, suspend, discontinue or terminate any provision of this Agreement if such action may adversely affect the Grantee without the Grantee's written consent. To the extent permitted by applicable laws and regulations, the Committee shall have the authority, in its sole discretion but with the permission of the Grantee, to accelerate the vesting of the Shares or remove any other restrictions imposed on the Grantee with respect to the Shares, whenever the Committee may determine that such action is appropriate.
16. **Grantee Acceptance.** The Grantee shall signify acceptance of the terms and conditions of this Agreement and acknowledge receipt of a copy of the Plan by signing in the space provided below and returning the signed copy to the Corporation.

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

HOMETRUST BANCSHARES, INC.

By: _____
Its: _____

ACCEPTED BY GRANTEE

(Signature)

(Print Name)

(Street Address)

(City, State & Zip Code)

STOCK POWER

(One stock power for each stock certificate or grant in book-entry form issued)

For value received, I hereby sell, assign, and transfer to HomeTrust Bancshares, Inc. (the "Corporation") _____ shares of the capital stock of the Corporation, standing in my name on the books and records of the aforesaid Corporation, represented by Certificate No. _____ or otherwise identified in book-entry form as _____, and do hereby irrevocably constitute and appoint the Secretary of the Corporation attorney, with full power of substitution, to transfer this stock on the books and records of the aforesaid Corporation.

Dated:

In the presence of:

HOMETRUST BANCSHARES, INC.

2013 OMNIBUS INCENTIVE PLAN

RESTRICTED SHARE UNIT AWARD AGREEMENT

RSU No. _____

Grant Date: _____

This Award of restricted share units (“RSUs”) is granted by HomeTrust Bancshares, Inc. (“Corporation”) to *[Name]* (“Grantee”) in accordance with the terms of this Restricted Stock Unit Award Agreement (“Agreement”) and subject to the provisions of the HomeTrust Bancshares, Inc. 2013 Omnibus Incentive Plan, as amended from time to time (“Plan”). The Plan is incorporated herein by reference. Capitalized terms used but not defined herein have the meanings given to them in the Plan.

1. **RSU Award.** The Corporation makes this Award of *[Number]* RSUs to Grantee. These RSUs are subject to forfeiture and to limits on transferability until they vest, as provided in Sections 2, 3 and 4 of this Agreement and in Article VII of the Plan.
2. **Vesting Dates.** The RSUs shall vest as follows, subject to earlier vesting in the event of a termination of Service as provided in Section 4 or a Change in Control as provided in Section 5:

Vesting Date

RSU
Interests Vesting

3. **Transferability.** The Grantee may not sell, assign, transfer, pledge or otherwise encumber any RSUs that have not vested, except in the event of the Grantee’s death, by will or by the laws of descent and distribution or pursuant to a Domestic Relations Order. The Committee, in its sole and absolute discretion, may allow the Grantee to transfer all or any portion of this Award of RSUs to the Grantee’s Family Members, as provided in the Plan.
4. **Termination of Service.** If the Grantee terminates Service for any reason other than due to the death or Disability of the Grantee, any RSUs that have not vested as of the date of that termination shall be forfeited to the Corporation. The RSUs never vest in the event of a Termination for Cause. If the Grantee’s Service terminates on account of the Grantee’s death or Disability, the Vesting Date for all RSUs that have not vested or been forfeited shall be accelerated to the date of that termination of Service.

5. **Effect of Change in Control.** Upon a Change in Control, the Vesting Date for all RSUs that have not vested or been forfeited shall be accelerated to the date of the earliest event constituting a Change in Control.
6. **Grantee's Rights.** The Grantee shall be paid dividend equivalent payments by the Corporation with respect to RSUs at the same time as dividends are paid to holders of the Corporation's common stock. The Grantee shall have no voting rights as a result of the grant of RSUs. *[Alternatively, the Grantee shall have no shareholder voting rights and shall not be entitled to receive shareholder dividends or dividend equivalents and other distributions with respect to the RSUs. The Grantee will receive these rights only upon the issuance of Shares.]* The Corporation's obligation to issue Shares is an unfunded and unsecured promise of the Corporation, and the rights of the Grantee hereunder are no greater than those of an unsecured general creditor. No assets of the Corporation will be held or set aside as security for the obligations of the Corporation under this Agreement.
7. **Payout of Shares to Grantee.** The Corporation shall deliver only to the Grantee (or, if applicable, the Grantee's Beneficiary, estate or Family Member) a certificate or evidence of the issuance of Shares in book-entry form, equal to the aggregate number of vested RSUs credited to the Grantee. Shares shall be issued upon the earlier to occur of *[insert distribution dates, such as earlier to occur of (x) a period of years following the grant date; (y) the date of a Change in Control; or (z) the date of Grantee's termination of Service for any reason.]* The Corporation's obligation to deliver a stock certificate for these Shares, or evidence of the issuance of Shares in book-entry form, can be conditioned upon the receipt of a representation of investment intent from the Grantee (or the Grantee's Beneficiary, estate or Family Member) in such form as the Committee requires. The Corporation shall not be required to deliver stock certificates for these Shares, or evidence of the issuance of Shares in book-entry form, prior to: (a) the listing of those Shares on the Nasdaq; or (b) the completion of any registration or qualification of those Shares required under applicable law.
8. **Adjustments in RSUs.** In the event of any recapitalization, forward or reverse stock split, reorganization, merger, consolidation, spin-off, combination, exchange of Shares or other securities, stock dividend, special or recurring dividend or distribution, liquidation, dissolution or other similar corporate transaction or event, the Committee, in its sole discretion, shall adjust the number of RSUs or class of securities of the Corporation covered by this Agreement. Any additional RSUs or other securities received by the Grantee as a result of any such adjustment shall be subject to all restrictions and requirements applicable to RSUs that have not vested. The Grantee agrees to execute any documents required by the Committee in connection with an adjustment under this Section 8.
9. **Tax Withholding.** The Corporation shall have the right to require the Grantee to pay to the Corporation the amount of any tax that the Corporation is required to withhold with respect to the RSUs or Shares issued upon the vesting or payout of the RSUs or Shares, or in lieu thereof, to retain or sell without notice, a sufficient number of those Shares to cover the minimum amount required to be withheld. *[The Corporation shall have the right to deduct from all dividend equivalents paid with respect to the RSUs the amount of*

any taxes that the Corporation is required to withhold with respect to such dividend equivalent payments.]

10. **Plan and Committee Decisions are Controlling.** This Agreement, the award of RSUs and issuance of Shares upon the payout of the RSUs to the Grantee are subject in all respects to the provisions of the Plan, which are controlling. Capitalized terms herein not defined in this Agreement shall have the meaning ascribed to them in the Plan. All decisions, determinations and interpretations by the Committee respecting the Plan, this Agreement, the award of RSUs or the issuance of Shares upon the payout of the RSUs shall be binding and conclusive upon the Grantee, any Beneficiary of the Grantee or the legal representative thereof.
11. **Grantee's Employment.** Nothing in this Agreement shall limit the right of the Corporation or any of its Affiliates to terminate the Grantee's service or employment as a director, advisory director, director emeritus, officer or employee, or otherwise impose upon the Corporation or any of its Affiliates any obligation to employ or accept the services or employment of the Grantee.
12. **Amendment.** The Committee may waive any conditions of or rights of the Corporation or modify or amend the terms of this Agreement; provided, however, that the Committee may not amend, alter, suspend, discontinue or terminate any provision of this Agreement if such action may adversely affect the Grantee without the Grantee's written consent. To the extent permitted by applicable laws and regulations, the Committee shall have the authority, in its sole discretion but with the permission of the Grantee, to accelerate the vesting of the RSUs or remove any other restrictions imposed on the Grantee with respect to the RSUs, whenever the Committee may determine that such action is appropriate.
13. **Grantee Acceptance.** The Grantee shall signify acceptance of the terms and conditions of this Agreement and acknowledge receipt of a copy of the Plan by signing in the space provided below and returning the signed copy to the Corporation.

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

HOMETRUST BANCSHARES, INC.

By _____
Its _____

ACCEPTED BY GRANTEE

(Signature)

(Print Name)

(Street Address)

(City, State & Zip Code)



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use of our report dated September 28, 2012, with respect to the financial statements of HomeTrust Bank, which are included in HomeTrust Bancshares, Inc.'s 2012 Annual Report on Form 10-K, incorporated by reference herein.

/s/ DIXON HUGHES GOODMAN LLP

Charlotte, North Carolina
February 13, 2013