

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): February 11, 2022

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

Maryland

(State or

other jurisdiction of incorporation)

10 Woodfin Street, Asheville, North Carolina
(Address of principal executive offices)

28801
(Zip Code)

Registrant's telephone number, including area code: **(828) 259-3939**

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:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	HTBI	The NASDAQ Stock Market LLC

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 February 11, 2022, the Board of Directors of HomeTrust Bank (the "Bank"), a wholly owned subsidiary of HomeTrust Bancshares, Inc., adopted an amendment to the Bank's Executive Supplemental Retirement Income Master Agreement (the "SERP"). The amendment revised the definition of "Separation from Service" with respect to the non-grandfathered portion of the SERP benefits to ensure compliance with Section 409A of the Internal Revenue Code. No change was made to the amount of the benefits payable under the SERP.

A copy of the amendment is attached to this report as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description
10.1	Amendment No. 2, effective as of February 11, 2022, to the HomeTrust Bank Executive Supplemental Retirement Income Master Agreement

SIGNATURE

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

HOMETRUST BANCSHARES, INC.

Date: February 15, 2022

By: /s/ Tony J. VunCannon
Tony J. VunCannon
Executive Vice President, Chief Financial Officer, Corporate Secretary and Treasurer

**AMENDMENT NO. 2 TO
HOMETRUST BANK
EXECUTIVE SUPPLEMENTAL RETIREMENT INCOME MASTER AGREEMENT**

BY THIS AMENDMENT NO. 2, the HomeTrust Bank Executive Supplemental Retirement Income Master Agreement (the "Agreement") is hereby amended effective as of February 11, 2022.

WHEREAS, HomeTrust Bank (the "Bank") adopted the Agreement with an original effective date of July 1, 1993, which was subsequently amended and restated effective as of January 1, 2005 and which was further amended effective April 1, 2018 with respect to disability claims procedures;

WHEREAS, the Agreement as amended and restated provided that the Pre-2005 Benefit (as defined in the Agreement) would be grandfathered from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), with the non-grandfathered benefits designed to comply with Section 409A of the Code;

WHEREAS, the Bank desires to make certain changes to the Agreement to ensure compliance with Section 409A of the Code;

WHEREAS, Section IX of the Agreement provides that the Bank may amend the Agreement at any time to comply with Section 409A of the Code; and

WHEREAS, the Board of Directors of the Bank has approved this Amendment No 2.

NOW, THEREFORE, in consideration of the foregoing premises, the Bank hereby amends the Agreement as follows:

1. Subsection 1.20 of the Plan is hereby amended and restated to read in its entirety as follows:

1.20 "Payout Period" means the time frame during which certain benefits payable hereunder shall be distributed as set forth in the Executive's Joinder Agreement. Payments shall be made in equal monthly installments during the Payout Period. In the event an Executive has a Separation from Service with respect to his Post-2004 Benefit prior to having a Separation from Service with respect to his Pre-2005 Benefit, the Payout Periods with respect to the two benefits may have different commencement dates.

2. A new subsection 1.21A is hereby added to the Agreement to immediately follow subsection 1.21 and to read in its entirety as follows:

1.21 A "Post-2004 Benefit" means the sum of (a) the portion of the Supplemental Retirement Income Benefit that is not a Pre-2005 Benefit, and (b) the amount of the Executive's "Additional Benefit" specified in the Executive's Joinder Agreement.

3. Subsection 1.23 of the Plan is hereby amended and restated to read in its entirety as follows:

1.23 "Separation from Service" with respect to the Pre-2005 Benefit means the Executive's cessation of services with the Bank and its Affiliates in all compensatory capacities including as a director, employee or independent contractor. "Separation from Service" with respect to the Post-2004 Benefit means a cessation or reduction in the Executive's services for the Bank (and any other affiliated entities that are deemed to constitute a "service recipient" as defined in Treasury Regulation §1.409A-1(h)(3)) that constitutes a "Separation from Service" as determined under Section 409A of the Code, taking into account all of the facts, circumstances, rules and presumptions set forth in Treasury Regulation §1.409A-1(h).

4. All other provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 has been executed as of the date first written above.

HOMETRUST BANK

By: _____
Name: C. Hunter Westbrook
Title: President and Chief Executive Officer