

Section 1: 8-K (8-K)

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): August 21, 2018

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

Maryland
(State or other jurisdiction of
incorporation)

001-35593
(Commission File No.)

45-5055422
(IRS Employer Identification Number)

**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))

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.

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Item 1.01 Entry into a Material Definitive Agreement

On August 21, 2018, HomeTrust Bancshares, Inc. (the "Company") entered into Amendment No. 2 ("Amendment No. 2") to the Company's Tax Benefits Preservation Plan, dated as of September 25, 2012 (the "Plan"), as amended by Amendment No. 1 thereto, dated as of August 31, 2015 ("Amendment No. 1"), between the Company and Computershare Trust Company, N.A., as successor rights agent to Registrar and Transfer Company. The Plan, the purpose of which is to protect the Company's ability to use certain tax assets, including net operating loss carryforwards, to offset future taxable income, was originally scheduled to expire at the close of business on September 25, 2015 and was extended by Amendment No. 1 to August 31, 2018. Amendment No. 2 extends the final expiration date of the Plan to August 21, 2021. Amendment No. 2 also increases the purchase price of the related preferred share purchase rights under the Plan from \$22.63 per right to \$42.14 per right and makes other minor changes to the Plan.

The Company's stockholders will be asked to approve Amendment No. 2 at the Company's annual meeting of stockholders scheduled to be held on November 26, 2018. If Amendment No. 2 is not approved by the Company's stockholders prior to August 21, 2019, the Plan will expire on that date (subject to earlier expiration events as described in the Plan).

The Plan is described in, and included as Exhibit 4.1 to, the Company's Current Report on Form 8-K filed on September 25, 2012. Amendment No. 1 is described in, and included as Exhibit 4.1 to the Company's Report on 8-K filed on August 31, 2015. The foregoing description of Amendment No. 2 is qualified in its entirety by reference to the full text of Amendment No. 2, a copy of which is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders

The information set forth under Item 1.01 above is incorporated into this Item 3.03 by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

- 4.1 [Amendment No. 2, dated as of August 21, 2018, to Tax Benefits Preservation Plan, dated as of September 25, 2012, and amended by Amendment No. 1 thereto, dated as of August 31, 2015, between the Company and Computershare Trust Company, N.A., as successor rights agent to Registrar and Transfer Company.](#)

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: August 22, 2018

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

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	<u>Amendment No. 2, dated as of August 21, 2018, to Tax Benefits Preservation Plan, dated as of September 25, 2012, amended by Amendment No. 1 thereto, dated as of August 31, 2015, between the Company and Computershare Trust Company, N.A., as successor rights agent to Registrar and Transfer Company.</u>

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Section 2: EX-4.1 (EXHIBIT 4.1)

AMENDMENT NO. 2 TO TAX BENEFITS PRESERVATION PLAN

Amendment No. 2, dated as of August 21, 2018 (this “Amendment”), to the Tax Benefits Preservation Plan, dated as of September 25, 2012, and amended by Amendment No. 1 thereto, dated as of August 31, 2015 (the “Plan”), between HomeTrust Bancshares, Inc., a Maryland corporation (the “Company”), and Computershare Trust Company, N.A., as successor rights agent to Registrar and Transfer Company (the “Rights Agent”).

WHEREAS, the Company and the Rights Agent are parties to the Plan;

WHEREAS, Section 27 of the Plan provides that prior to the Distribution Date (as defined in the Plan), the Company may supplement or amend the Plan without the approval of any holders of Right Certificates (as defined in the Plan) to make any provision with respect to the Rights (as defined in the Plan) which the Company may deem necessary or desirable;

WHEREAS, the Distribution Date has not yet occurred; and

WHEREAS, the Company has deemed it desirable to amend the Plan as set forth below.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Amendments.

(a) Clause (vi) of the definition of “Expiration Date” in Section 1(a)(m) of the Plan is amended in its entirety to read as follows:

“(vi) the Close of Business on August 21, 2019, unless Amendment No. 2, dated as of August 21, 2018, to the Plan is approved by the Company’s stockholders at a meeting of stockholders duly held prior to August 21, 2019.”

(b) The definition of “Final Expiration Date” in Section 1(a)(n) of the Plan is amended in its entirety to read as follows:

““Final Expiration Date” shall mean the Close of Business on August 21, 2021; provided, that if a Shares Acquisition Date occurs fewer than thirty (30) days prior to such date, then the Final Expiration Date shall be the date that is thirty (30) days after the Shares Acquisition Date.”

(c) The definition of “Purchase Price” in Section 1(a)(r) of the Plan is amended in its entirety to read as follows:

““Purchase Price” shall mean the price (subject to adjustment as provided herein) at which a holder of a Right

may purchase 1/1,000th of a Preferred Share (subject to adjustment as provided herein) upon exercise of a Right, which price shall be \$42.14.”

(d) The form of “Right Certificate” contained in Exhibit B to the Plan is amended so that the reference therein to “\$22.63” is replaced with “\$42.14”.

(e) The form of “Summary of Terms” contained in Exhibit C to the Plan is amended so that the reference therein to “\$22.63” is replaced with “42.14”.

2. Effect of this Amendment. It is the intent of the parties hereto that this Amendment constitutes an amendment of the Plan as contemplated by Section 27 thereof. Except as expressly provided in this Amendment, the terms of the Plan shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. A signature to this Amendment executed and/or transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

4. Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, illegal or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. Descriptive Headings. The captions herein are included for convenience of reference only, do not constitute a part of this Amendment and shall be ignored in the construction and interpretation hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date set forth above.

HOMETRUST BANCSHARES, INC.

By: /s/ Tony J. VunCannon
Name: Tony J. VunCannon
Title: EVP/CFO/Corporate Secretary/Treasurer

COMPUTERSHARE TRUST COMPANY, N.A.

By: /s/ Dennis V. Moccia
Name: Dennis V. Moccia
Title: Manager, Contract Administration