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

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**FORM 8-K  
CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

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Date of Report (Date of earliest event reported): **March 12, 2010**

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**Conn's, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation)

**000-50421**

(Commission File Number)

**06-1672840**

(IRS Employer  
Identification No.)

**3295 College Street**

**Beaumont, Texas**

(Address of principal executive offices)

**77701**

(Zip Code)

Registrant's telephone number, including area code: **(409) 832-1696**

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**Not applicable**

(Former name or former address, if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On March 12, 2010, Conn Funding II, L.P., a qualified special purpose entity of the Company, entered an "Amendment No. 5 to Second Amended and Restated Note Purchase Agreement", with Three Pillars Funding LLC, JPMorgan Chase Bank, N.A., Park Avenue Receivables Company, LLC and SunTrust Robinson Humphrey, Inc., amending and modifying the Second Amended and Restated Note Purchase Agreement dated August 14, 2008, as amended, supplemented and modified from time to time, by extending the date for the completion of the modification and amendment (the "Restructuring Amendments") of the Note Purchase Agreement and certain other of the Transaction Documents, including without limitation, the Series Supplement (as defined in the Base Indenture), from March 12, 2010 to on or before March 19, 2010.

**Item 9.01 Financial Statements and Exhibits.**

(c) Exhibits

<u>Exhibit Number</u>	<u>Exhibit Title</u>
10.1	Amendment No. 5 to Second Amended and Restated Note Purchase Agreement

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AMENDMENT NO. 5 TO SECOND AMENDED AND RESTATED  
NOTE PURCHASE AGREEMENT

This AMENDMENT NO. 5 TO SECOND AMENDED AND RESTATED NOTE PURCHASE AGREEMENT (this "Amendment"), dated as of March 12, 2010, is made among CONN FUNDING II, L.P. (the "Issuer"), CONN APPLIANCES, INC. ("Conn Appliances"), THREE PILLARS FUNDING LLC (f/k/a Three Pillars Funding Corporation), JPMORGAN CHASE BANK, N.A., PARK AVENUE RECEIVABLES COMPANY, LLC and SUNTRUST ROBINSON HUMPHREY, INC. Capitalized terms used and not otherwise defined in this Amendment are used as defined in that certain Base Indenture, dated as of September 1, 2002, as amended from time to time, between the Issuer and the Wells Fargo Bank, National Association (as successor to Wells Fargo Bank Minnesota, National Association), as Trustee (the "Trustee") or, if not defined therein, in that certain Amended and Restated Series 2002-A Supplement, dated as of September 10, 2007, as amended from time to time, between the Issuer and the Trustee.

*Background*

A. The parties hereto have entered into the Second Amended and Restated Note Purchase Agreement, dated as of August 14, 2008, among the parties hereto (as amended from time to time, the "Note Purchase Agreement") to finance the purchase of Receivables by the Issuer from Conn Appliances, Inc.

B. The parties hereto wish to amend the Note Purchase Agreement.

C. The parties hereto are willing to agree to such an amendment, all as set out in this Amendment.

*Agreement*

1. *Amendments to the Note Purchase Agreement.* The Note Purchase Agreement is hereby amended by replacing the words "March 12, 2010" in each and every place where such words appear in Section 7.6(c) with the words "March 19, 2010".

2. *Representations and Warranties; No Default.*

(a) Each of the Issuer and Conn Appliances, as Seller and as Servicer, hereby represents and warrants as of the effectiveness of this Amendment that:

(i) as of the date of this Amendment, no event or condition has occurred and is continuing which would constitute a Event of Default, Pay Out Event, Servicer Default or Block Event; and

(ii) its representations and warranties set forth in the Note Purchase Agreement (as amended hereby) and the other Transaction Documents are true and correct as of the date this Amendment is executed, as though made on and as of such date (except to the extent such representations and warranties relate solely to an earlier date and then as of such earlier date), and such representations and warranties shall continue to be true and correct (to such extent) after giving effect to the transactions contemplated hereby.

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(b) The Administrator, on behalf of Three Pillars, and the Funding Agent, on behalf of PARCO and the Committed Purchaser, hereby represent and warrant that together that they own 100% of the Notes.

3. *Effectiveness; Binding Effect; Ratification.*

(a) This Amendment shall become effective as of the Effective Date and binding on the parties hereto and their respective successors and assigns upon receipt by the Administrator and the Funding Agent of (i) executed counterparts hereof from each of the parties hereto and (ii) the fees and reasonable expenses of the Administrator and the Funding Agent (including fees of counsel) incurred in connection with the negotiation, execution and delivery of this Amendment.

(b) On and after the execution and delivery hereof, this Amendment shall be a part of the Note Purchase Agreement as of the Effective Date and each reference in the Note Purchase Agreement to “this Note Purchase Agreement” or “hereof”, “hereunder” or words of like import, and each reference in any other Transaction Document to the Note Purchase Agreement shall mean and be a reference to such Note Purchase Agreement as amended hereby.

(c) Except as expressly amended hereby, the Note Purchase Agreement shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto.

4. *Miscellaneous.* (a) THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. EACH OF THE PARTIES TO THIS AMENDMENT AGREES TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY APPELLATE COURT HAVING JURISDICTION TO REVIEW THE JUDGMENTS THEREOF. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS* AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

(b) All reasonable costs and expenses incurred by the Conduit Purchasers, the Administrator, the Funding Agent and the Committed Purchaser in connection with this Amendment (including reasonable attorneys’ costs) shall be paid by the Issuer.

(c) Headings used herein are for convenience of reference only and shall not affect the meaning of this Amendment.

(d) This Amendment may be executed in any number of counterparts, and by the parties hereto on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

(e) In case any provision in this Amendment shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, this Amendment shall be and shall be deemed to be void *ab initio* and unenforceable in its entirety.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized this 12th day of March, 2010.

CONN FUNDING II, L.P., as Issuer

By: Conn Funding II GP, L.L.C., its general partner

By: /s/ David R. Atnip

Name: David R. Atnip

Title: Treasurer

CONN APPLIANCES, INC.

By: /s/ Michael J. Poppe

Name: Michael J. Poppe

Title: Chief Financial Officer

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THREE PILLARS FUNDING LLC,  
as a Conduit Purchaser

By: /s/ Doris J. Hearn

Name: Doris J. Hearn

Title: Vice President

SUNTRUST ROBINSON HUMPHREY, INC.,  
as Administrator

By: /s/ Joseph R. Franke

Name: Joseph R. Franke

Title: Director



JPMORGAN CHASE BANK, N.A.,  
as Committed Purchaser and Funding Agent

By: /s/ Scott Cornelis

Name: Scott Cornelis

Title: Vice President

PARK AVENUE RECEIVABLES COMPANY LLC,  
as a Conduit Purchaser

By: JPMorgan Chase Bank, N.A.,  
its attorney-in-fact

By: /s/ Scott Cornelis

Name: Scott Cornelis

Title: Vice President