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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): July 29, 2008
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Conn's, Inc.
(Exact name of registrant as specified in its charter)

Delaware 000-50421 06-1672840
(State or other jurisdiction (Commission File Number) (IRS Employer
of incorporation) Identification No.)

3295 College Street
Beaumont, Texas 77701
(Address of principal executive offices) (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))

Item 1.01 Entry into a Material Definitive Agreement.

Effective July 29, 2008, Conn Funding II, L.P., a special purpose affiliate
of the Company, entered an "Amendment No. 1 To Amended and Restated Note
Purchase Agreement" with Conn Funding II, L.P., as Issuer, Conn Appliances,
Inc., a wholly owned subsidiary of the Company as Seller, Three Pillars Funding
LLC, JPMorgan Chase Bank, N.A., Park Avenue Receivables Company, LLC, and
SunTrust Robinson Humphrey, Inc., amending its Amended and Restated Note
Purchase Agreement dated September 10, 2007.

The Amendment No. 1 provides for the addition of a definition of an "ABL
Facility" to be any loan facility secured by the indebtedness of any obligor
under contracts originated by the Company related to the sale of goods or
merchandise, service maintenance agreements and credit insurance agreements, and
all amounts due there under.

The Amendment No. 1 also provides that the Tranche A Purchase Expiration
Date (as defined in the Amended and Restated Note Purchase Agreement) means the
earlier of (i) August 15, 2008 (as such date may be extended from time to time
pursuant to Section 2.4 of the Amended and Restated Note Purchase Agreement) or
(ii) the execution of agreements related to an ABL Facility, as defined in the

Amendment No. 1.

Item 9.01 Financial Statements and Exhibits

Exhibit 99.4

Amendment No. 1 to Amended and  
Restated Note Purchase 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.

CONN'S, INC.

Date: July 29, 2008

By: /s/ Michael J. Poppe

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Name: Michael J. Poppe  
Title: Chief Financial Officer

## AMENDMENT NO. 1 TO AMENDED AND RESTATED NOTE PURCHASE AGREEMENT

This AMENDMENT NO. 1 TO AMENDED AND RESTATED NOTE PURCHASE AGREEMENT, dated as of July 29, 2008 (this "Amendment") is made among CONN FUNDING II, L.P. (the "Issuer"), CONN APPLIANCES, INC., 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 (successor by merger 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 Amended and Restated Note Purchase Agreement, dated as of September 10, 2007, 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. (as successor by merger to CAI, L.P.).

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 of the Note Purchase Agreement.

(a) Section 1 of the Note Purchase Agreement is hereby amended by adding the following definition in appropriate alphabetical order:

"ABL Facility" means any loan facility secured by the indebtedness of any obligor under contracts originated by the Parent or any of its Affiliates related to any retail installment sale contract in connection with a sale of (i) home appliances, electronic goods, computers, telephones and other goods and merchandise of the type sold by the Parent or any of its Affiliates from time to time in the ordinary course of business, which in each case constitute "consumer goods" under and as defined in Article 9 of the UCC of all applicable jurisdictions, (ii) service maintenance contracts and services in respect of any goods or merchandise referred to in clause (i) above, and (iii) credit insurance (including life, disability, property and involuntary unemployment) in respect of any goods or merchandise referred to in clause (i) above or any obligor's payment obligations in respect of the receivable (collectively, "Pool Merchandise") and all amounts due thereunder from time to time or any retail revolving charge account agreement with an obligor pursuant to which such obligor is obligated to pay for Pool Merchandise purchased under a credit plan and permits such obligor to purchase such Pool Merchandise on credit; other than the Receivables.

(b) Section 1 of the Note Purchase Agreement is hereby amended by amending and restating the following definition in its entirety:

"Tranche A Purchase Expiration Date" means the earlier of (i) August 15, 2008 (as such date may be extended from time to time pursuant to Section 2.4) or (ii) the execution of agreements related to an ABL Facility.

2. Tranche C Expiration. Each party hereto acknowledges and agrees that the Tranche C Purchase Expiration Date has occurred and will not be extended.

3. Binding Effect; Ratification. This Amendment shall become effective, as of the date first set forth above, when the Administrator shall have received counterparts hereof and thereafter shall be binding on the parties hereto and their respective successors and assigns.

(a) On and after the execution and delivery hereof, this Amendment shall be a part of the Note Purchase Agreement 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.

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

(c) 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CONN FUNDING II, L.P., as Issuer

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

By: /s/ David R. Atnip

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Name: David R. Atnip  
Title: Treasurer

CONN APPLIANCES, INC.

By: /s/ David R. Atnip

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Name: David R. Atnip  
Title: Senior Vice President and Treasurer

THREE PILLARS FUNDING LLC,  
as a Conduit Purchaser

By: /s/ Doris J. Hearn

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Name: Doris J. Hearn  
Title: Vice President

SUNTRUST ROBINSON HUMPHREY, INC.,  
as Administrator

By: /s/ Michael G. Maza

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Name: Michael G. Maza  
Title: Managing Director

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

By: /s/ Trisha Lesch

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Name: Trisha Lesch  
Title: Vice President

PARK AVENUE RECEIVABLES COMPANY LLC, as a  
Conduit Purchaser

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

By: /s/ Trisha Lesch

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Name: Trisha Lesch  
Title: Vice President