

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended July 31, 2009

Commission File Number 000-50421

CONN'S, INC.

(Exact name of registrant as specified in its charter)

A Delaware Corporation

(State or other jurisdiction of incorporation or organization)

06-1672840

(I.R.S. Employer Identification Number)

**3295 College Street
Beaumont, Texas 77701
(409) 832-1696**

(Address, including zip code, and telephone
number, including area code, of registrant's
principal executive offices)

NONE

(Former name, former address and former
fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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 definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check One):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of August 25, 2009:

Class	Outstanding
Common stock, \$.01 par value per share	22,457,486

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Part I. FINANCIAL INFORMATION
Item 1. Financial Statements

Conn's, Inc.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

Assets	January 31, 2009	July 31, 2009
Current assets		(unaudited)
Cash and cash equivalents	\$ 11,798	\$ 4,852
Other accounts receivable, net of allowance of \$60 and \$64, respectively	32,878	22,763
Customer accounts receivable, net of allowance of \$2,338 and \$4,432 respectively	61,125	115,696
Interests in securitized assets	176,543	164,090
Inventories	95,971	100,867
Deferred income taxes	13,354	14,333
Prepaid expenses and other assets	5,933	10,618
Total current assets	<u>397,602</u>	<u>433,219</u>
Long-term portion of customer accounts receivable, net of allowance of \$1,575 and \$2,819, respectively	41,172	73,573
Property and equipment		
Land	7,682	7,682
Buildings	12,011	13,005
Equipment and fixtures	21,670	22,336
Transportation equipment	2,646	2,725
Leasehold improvements	83,361	88,347
Subtotal	<u>127,370</u>	<u>134,095</u>
Less accumulated depreciation	<u>(64,819)</u>	<u>(71,275)</u>
Total property and equipment, net	62,551	62,820
Goodwill, net	9,617	9,617
Non-current deferred income tax asset	2,035	3,597
Other assets, net	3,652	3,545
Total assets	<u>\$ 516,629</u>	<u>\$ 586,371</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Current portion of long-term debt	\$ 5	\$ 60
Accounts payable	57,809	47,708
Accrued compensation and related expenses	11,473	7,551
Accrued expenses	23,703	25,024
Income taxes payable	4,334	2,665
Deferred revenues and allowances	21,207	20,070
Total current liabilities	<u>118,531</u>	<u>103,078</u>
Long-term debt	62,912	130,235
Fair value of interest rate swaps	-	231
Deferred gains on sales of property	1,036	968
Stockholders' equity		
Preferred stock (\$0.01 par value, 1,000,000 shares authorized; none issued or outstanding)	-	-
Common stock (\$0.01 par value, 40,000,000 shares authorized; 24,167,445 and 24,180,692 shares issued at January 31, 2009 and July 31, 2009, respectively)	242	242
Additional paid-in capital	103,553	104,942
Accumulated other comprehensive income (loss)	-	(150)
Retained earnings	267,426	283,896
Treasury stock, at cost, 1,723,205 and 1,723,205 shares, respectively	<u>(37,071)</u>	<u>(37,071)</u>
Total stockholders' equity	<u>334,150</u>	<u>351,859</u>
Total liabilities and stockholders' equity	<u>\$ 516,629</u>	<u>\$ 586,371</u>

See notes to consolidated financial statements.

Conn's, Inc.
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)
(in thousands, except earnings per share)

	Three Months Ended July 31,		Six Months Ended July 31,	
	2008	2009	2008	2009
Revenues				
Product sales	\$ 175,240	\$ 175,389	\$ 355,151	\$ 360,206
Service maintenance agreement commissions, net	9,911	8,858	19,881	18,648
Service revenues	5,488	6,052	10,680	11,596
Total net sales	190,639	190,299	385,712	390,450
Finance charges and other	29,105	29,821	55,657	59,606
Net (decrease) increase in fair value	(1,212)	91	(4,279)	1,481
Total finance charges and other	27,893	29,912	51,378	61,087
Total revenues	218,532	220,211	437,090	451,537
Cost and expenses				
Cost of goods sold, including warehousing and occupancy costs	136,787	140,761	275,845	286,631
Cost of parts sold, including warehousing and occupancy costs	2,264	2,797	4,594	5,384
Selling, general and administrative expense	62,900	64,867	123,268	127,492
Provision for bad debts	333	2,746	592	4,141
Total cost and expenses	202,284	211,171	404,299	423,648
Operating income	16,248	9,040	32,791	27,889
Interest (income) expense, net	(85)	942	(100)	1,528
Other (income) expense, net	128	(13)	106	(21)
Income before income taxes	16,205	8,111	32,785	26,382
Provision for income taxes	5,993	3,162	11,977	9,912
Net income	\$ 10,212	\$ 4,949	\$ 20,808	\$ 16,470
Earnings per share				
Basic	\$ 0.46	\$ 0.22	\$ 0.93	\$ 0.73
Diluted	\$ 0.45	\$ 0.22	\$ 0.92	\$ 0.73
Average common shares outstanding				
Basic	22,407	22,454	22,395	22,450
Diluted	22,620	22,660	22,591	22,675

See notes to consolidated financial statements.

Conn's, Inc.
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
Six Months Ended July 31, 2009
(unaudited)
(in thousands, except descriptive shares)

	<u>Common Stock</u>		<u>Additional Paid-in Capital</u>	<u>Other Compre- hensive Income</u>	<u>Retained Earnings</u>	<u>Treasury Stock</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>					
Balance January 31, 2009	24,167	\$ 242	\$ 103,553	\$ -	\$ 267,426	\$ (37,071)	\$ 334,150
Issuance of shares of common stock under Employee Stock Purchase Plan	13		117				117
Stock-based compensation			1,272				1,272
Net income					16,470		16,470
Adjustment of fair value of interest rate swaps net of tax of \$81				(150)			(150)
Total comprehensive income							16,320
Balance July 31, 2009	<u>24,180</u>	<u>\$ 242</u>	<u>\$ 104,942</u>	<u>\$ (150)</u>	<u>\$ 283,896</u>	<u>\$ (37,071)</u>	<u>\$ 351,859</u>

See notes to consolidated financial statements.

Conn's, Inc.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited) (in thousands)

	Six Months Ended	
	July 31,	
	2008	2009
Cash flows from operating activities		
Net income	\$ 20,808	\$ 16,470
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	6,286	6,660
Amortization / (Accretion), net	(481)	525
Provision for bad debts	592	4,141
Stock-based compensation	1,721	1,272
Discounts on promotional credit	2,900	1,485
(Gains) losses on interest in securitized assets	(15,408)	(1,358)
(Increase) decrease in fair value of securitized assets	4,279	1,481
Provision for deferred income taxes	(3,904)	(1,585)
(Gains) losses on sales of property and equipment	106	(9)
Changes in operating assets and liabilities:		
Customer accounts receivable	(2,907)	(92,166)
Other accounts receivable	5,910	10,128
Interest in securitized assets	11,631	11,388
Inventory	(14,909)	(4,896)
Prepaid expenses and other assets	(3,889)	999
Accounts payable	26,525	(10,101)
Accrued expenses	3,932	(2,601)
Income taxes payable	(218)	(8,229)
Deferred revenue and allowances	3,214	(747)
Net cash provided by (used in) operating activities	46,188	(67,143)
Cash flows from investing activities		
Purchases of property and equipment	(10,825)	(6,763)
Proceeds from sales of property	57	22
Net cash used in investing activities	(10,768)	(6,741)
Cash flows from financing activities		
Proceeds from stock issued under employee benefit plans	391	117
Borrowings under lines of credit	600	198,361
Payments on lines of credit	(600)	(131,159)
Increase in deferred financing costs	-	(378)
Payment of promissory notes	(60)	(3)
Net cash provided by financing activities	331	66,938
Net change in cash	35,751	(6,946)
Cash and cash equivalents		
Beginning of the year	11,015	11,798
End of period	\$ 46,766	\$ 4,852
Supplemental disclosure of non-cash activity		
Cash interest received from interests in securitized assets	\$ 14,917	\$ 23,002
Cash proceeds from new securitizations	217,213	81,156
Cash flows from servicing fees	12,860	12,621
Purchases of property and equipment financed by notes payable	-	179

See notes to consolidated financial statements.

Conn's, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)
July 31, 2009

1. Summary of Significant Accounting Policies

Basis of Presentation. The accompanying unaudited, condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. The accompanying financial statements reflect all adjustments that are, in the opinion of management, necessary for a fair statement of the results for the interim periods presented. All such adjustments are of a normal recurring nature. Operating results for the three and six month period ended July 31, 2009, are not necessarily indicative of the results that may be expected for the fiscal year ending January 31, 2010. The financial statements should be read in conjunction with the Company's (as defined below) audited consolidated financial statements and the notes thereto included in the Company's Annual Report on Form 10-K filed on March 26, 2009.

The Company's balance sheet at January 31, 2009, has been derived from the audited financial statements at that date but does not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial presentation. Please see the Company's Form 10-K for the fiscal year ended January 31, 2009, for a complete presentation of the audited financial statements at that date, together with all required footnotes, and for a complete presentation and explanation of the components and presentations of the financial statements.

Principles of Consolidation. The consolidated financial statements include the accounts of Conn's, Inc. and all of its wholly-owned subsidiaries (the Company). All material intercompany transactions and balances have been eliminated in consolidation.

The Company enters into securitization transactions to sell eligible retail installment and revolving customer receivables and retains servicing responsibilities and subordinated interests. These securitization transactions are accounted for as sales in accordance with Statement of Financial Accounting Standards (SFAS) No. 140, *Accounting for Transfers and Servicing of Financial Assets and Extinguishment of Liabilities*, as amended by SFAS No. 155, *Accounting for Certain Hybrid Financial Instruments*, because the Company has relinquished control of the receivables. Additionally, the Company has transferred the receivables to a qualifying special purpose entity (QSPE). Accordingly, neither the transferred receivables nor the accounts of the QSPE are included in the consolidated financial statements of the Company. The Company's retained interest in the transferred receivables is valued under the requirements of SFAS No. 159, *The Fair Value Option for Financial Assets and Liabilities*, and SFAS No. 157, *Fair Value Measurements*. The Company elected the fair value option because it believes that the fair value option provides a more easily understood presentation for financial statement users. The fair value option simplifies the treatment of changes in the fair value of the asset, by reflecting all changes in the fair value of its Interests in securitized assets in current earnings, in Finance charges and other.

Fair Value of Financial Instruments. The fair value of cash and cash equivalents, receivables retained on our balance sheet, and notes and accounts payable approximate their carrying amounts because of the short maturity of these instruments. The fair value of the Company's interests in securitized receivables is determined by estimating the present value of future expected cash flows using management's best estimates of the key assumptions, including credit losses, forward yield curves and discount rates commensurate with the risks involved. See Note 2. The fair value of the Company's long-term debt is determined by estimating the present value of future cash flows as if the debt were being carried at the interest rate the Company would currently incur if it were to complete a similar transaction. The fair value of the Company's long-term debt as of July 31, 2009 was approximately \$125.3 million, based on the assumption that the interest spread would be approximately 200 basis points higher than the current spread in the revolving facility. The carrying amount of the long-term debt as of July 31, 2009 was approximately \$130.2 million.

Use of Estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. See the discussion under Note 2 regarding the changes in the inputs used in the Company's valuation of its Interests in securitized assets.

Goodwill. The Company performs an assessment annually testing for the impairment of goodwill, or at any other time when impairment indicators exist. The Company performed its annual assessment in the fourth quarter of fiscal 2009 and determined that no impairment existed. While the current market conditions have caused the Company's market capitalization to fall below its book value, the Company does not believe any indicators of impairment have occurred since the assessment was performed.

Earnings Per Share. In accordance with SFAS No. 128, *Earnings per Share*, the Company calculates basic earnings per share by dividing net income by the weighted average number of common shares outstanding. Diluted earnings per share include the dilutive effects of any stock options granted, as calculated under the treasury-stock method. The weighted average number of anti-dilutive stock options not included in calculating diluted EPS was 1.1 million for the three and six months ended July 31, 2008 and 1.5 million for the three and six months ended July 31, 2009.

The following table sets forth the shares outstanding for the earnings per share calculations:

	Three Months Ended July 31,	
	2008	2009
Common stock outstanding, net of treasury stock, beginning of period	22,401,836	22,452,045
Weighted average common stock issued in stock option exercises	3,696	-
Weighted average common stock issued to employee stock purchase plan	1,587	1,893
Shares used in computing basic earnings per share	22,407,119	22,453,938
Dilutive effect of stock options, net of assumed repurchase of treasury stock	213,300	206,360
Shares used in computing diluted earnings per share	<u>22,620,419</u>	<u>22,660,298</u>

	Six Months Ended July 31,	
	2008	2009
Common stock outstanding, net of treasury stock, beginning of period	22,374,966	22,444,240
Weighted average common stock issued in stock option exercises	16,170	-
Weighted average common stock issued to employee stock purchase plan	3,755	6,247
Shares used in computing basic earnings per share	22,394,891	22,450,487
Dilutive effect of stock options, net of assumed repurchase of treasury stock	195,665	224,085
Shares used in computing diluted earnings per share	<u>22,590,556</u>	<u>22,674,572</u>

Adoption of New Accounting Pronouncements. On February 1, 2009, the Company was required to adopt SFAS 161, *Disclosures about Derivative Instruments and Hedging Activities, an amendment of FASB Statement No. 133*. This statement is intended to improve transparency in financial reporting by requiring enhanced disclosures of an entity's derivative instruments and hedging activities and their effects on the entity's financial position, financial performance, and cash flows. SFAS 161 applies to all derivative instruments within the scope of SFAS 133, as well as related hedged items, bifurcated derivatives, and non-derivative instruments that are designated and qualify as hedging instruments. FAS 161 only impacts disclosure requirements and therefore will not have an impact on the Company's financial position, financial performance or cash flows. The required disclosures have been included in Note 5 to the financial statements.

In April 2009, the FASB issued FSP FAS 107-1 and Accounting Principles Board ("APB") Opinion No. 28-1 (collectively, "FSP FAS 107-1"), *Interim Disclosures about Fair Value of Financial Instruments*. FSP FAS 107-1 amends SFAS No. 107, *Disclosures about Fair Value of Financial Instruments*, to require an entity to provide disclosures about fair value of financial instruments in interim financial information. The FSP FAS 107-1 also amends APB Opinion No. 28, *Interim Financial Reporting*, to require those disclosures about the fair value of financial instruments in summarized financial information at interim reporting periods. Under FSP FAS 107-1, the Company will be required to include disclosures about the fair value of its financial instruments whenever it issues financial information for interim reporting periods. In addition, the Company will be required to disclose in the body or in the accompanying notes of its summarized financial information for interim reporting periods and in its financial statements for annual reporting periods, the fair value of all financial instruments for which it is practicable to estimate that value, whether recognized or not recognized in the statement of financial position. The Company adopted the provisions of FSP FAS 107-1 which became effective for periods ending after June 15, 2009.

In May 2009, the FASB issued SFAS No. 165, *Subsequent Events*, which establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued or are available to be issued. The Company adopted the provisions of SFAS No. 165, which became effective for interim and annual reporting periods ending after June 15, 2009. Subsequent events have been evaluated through the date and time the financial statements were issued on August 27, 2009. No material subsequent events have occurred since July 31, 2009 that required recognition or disclosure in the Company's current period financial statements.

Recently Issued Accounting Pronouncements.

In June 2009, the FASB issued SFAS No. 166, "*Accounting for Transfers of Financial Assets – an amendment of FASB Statement No. 140*" ("SAS 166"). SFAS 166 revises SFAS No. 140 to improve the relevance, representational faithfulness, and comparability of the information that a reporting entity provides in its financial statements about a transfer of financial assets; the effects of a transfer on its financial position, financial performance, and cash flows; and a transferor's continuing involvement, if any, in transferred financial assets. After the effective date, the concept of a qualifying special-purpose entity will no longer be relevant for accounting purposes. Therefore, formerly qualifying special-purpose entities (as defined under previous accounting standards) should be evaluated for consolidation by reporting entities on and after the effective date in accordance with the applicable consolidation guidance. If the evaluation on the effective date results in consolidation, the reporting entity should apply the transition guidance provided in the pronouncement that requires consolidation. SFAS 166 is effective for fiscal years beginning after November 15, 2009. The Company is currently evaluating the impact that the adoption of SFAS 166 will have on its consolidated financial statements as it relates to its qualifying special purpose entity.

In June 2009, the FASB issued SFAS No. 167, "*Amendments to FASB Interpretation No. 46(R)*" ("SFAS 167"). SFAS 167 amends certain requirements of FASB Interpretation No. 46(R) to improve financial reporting by companies involved with variable interest entities and to provide more relevant and reliable information to users of financial statements. This Statement amends Interpretation 46(R) to require an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a variable interest entity. This analysis identifies the primary beneficiary of a variable interest entity as the enterprise that has both of the following characteristics:

- a. The power to direct the activities of a variable interest entity that most significantly impact the entity's economic performance
- b. The obligation to absorb losses of the entity that could potentially be significant to the variable interest entity or the right to receive benefits from the entity that could potentially be significant to the variable interest entity.

SFAS 167 is effective for fiscal years beginning after November 15, 2009. The Company is currently evaluating the impact that the adoption of SFAS 167 will have on its consolidated financial statements, specifically as it relates to its qualifying special purpose entity.

In June 2009, the FASB issued SFAS No. 168, "*The FASB Accounting Standards Codification™ and the Hierarchy of Generally Accepted Accounting Principles, a replacement of FASB Statement No. 162*" ("FAS 168"). The standard establishes the FASB Accounting Standards Codification™ (the "Codification") as the source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with GAAP, and is intended to simplify user access to all authoritative GAAP by providing all the authoritative literature related to a particular topic in one place. The Codification is effective for interim and annual periods ending after September 15, 2009, and as of the effective date, all existing accounting standard documents will be superseded. The Codification is effective for the Company for the third quarter of the fiscal year ended January 31, 2010, and accordingly, the Company's Quarterly Report on Form 10-Q for the quarter ending October 31, 2009, and all subsequent public filings will reference the Codification as the sole source of authoritative literature.

2. Fair Value of Interests in Securitized Assets

The Company estimates the fair value of its Interests in securitized assets using a discounted cash flow model with most of the inputs used being unobservable inputs. The primary unobservable inputs, which are derived principally from the Company's historical experience, with input from its investment bankers and financial advisors, include the estimated portfolio yield, credit loss rate, discount rate and payment rate and reflect the Company's judgments about the assumptions market participants would use in determining fair value. In determining the cost of borrowings, the Company uses current actual borrowing rates, and adjusts them, as appropriate, using interest rate futures data from market sources to project interest rates over time. Changes in the inputs over time, including varying credit portfolio performance, market interest rate changes, market participant risk premiums required, or a shift in the mix of funding sources, could result in significant volatility in the fair value of the Interest in securitized assets, and thus the earnings of the Company.

For the three and six months ended July 31, 2009, Finance charges and other included a non-cash increase in the fair value our Interests in securitized assets of \$0.1 million and \$1.5 million, respectively, reflecting primarily a lower risk premium included in the discount rate inputs during the six months ended July 31, 2009. Based on a review of the changes in market risk premiums during the six months ended July 31, 2009, and discussions with its investment bankers and financial advisors, the Company estimated that a market participant would require a risk premium that was approximately 200 basis points less than was utilized at April 30, 2009, and 450 basis points less than was utilized at January 31, 2009. As a result, the Company decreased the weighted average discount rate input from 30.0% at January 31, 2009 to 27.4% at April 30, 2009, and to 25.5% at July 31, 2009, after reflecting a 2 basis point decrease in the risk-free interest rate included in the discount rate input at April 30, 2009, and a further 1 basis point decrease at July 31, 2009. These changes, partially offset by changes in the funding mix inputs utilized and other input changes which decreased the fair value, resulted in an increase in fair value for the six month period ended July 31, 2009 (see reconciliation of the balance of interests in securitized assets below). The changes in fair value resulted in an increase in Income before taxes of \$0.1 million and \$1.5 million, an increase in net income of \$0.1 million and \$1.0 million for the three and six months ended July 31, 2009, respectively, and an increase in basic and diluted earnings per share of \$0.04 for the six months ended July 31, 2009.

If a market participant were to require a return on investment that is 10% higher than estimated in the Company's calculation, the fair value of its interest in securitized assets would be decreased by \$3.8 million as of July 31, 2009. The Company will continue to monitor financial market conditions and, each quarter, as it reassesses the inputs used, may adjust its inputs up or down, including the risk premiums it estimates a market participant would use. As the financial markets and general economic conditions fluctuate, the Company will likely be required to record additional non-cash gains and losses in future periods.

The following is a reconciliation of the beginning and ending balances of the Interests in securitized assets and the beginning and ending balances of the servicing liability for the three months ended July 31, 2008 and 2009 (in thousands):

	Three Months Ended July 31,	
	2008	2009
Reconciliation of Interests in Securitized Assets:		
Balance of Interests in securitized assets at beginning of period	\$ 168,900	\$ 170,602
Amounts recorded in Finance charges and other:		
Gains associated with changes in portfolio balances	15	416
Changes in fair value due to assumption changes:		
Fair value increase (decrease) due to changing portfolio yield	(119)	(469)
Fair value increase (decrease) due to lower (higher) projected interest rates	(1,036)	(324)
Fair value increase (decrease) due to changes in funding mix	198	(2,200)
Fair value increase (decrease) due to change in risk-free interest rate component of discount rate	(686)	12
Fair value increase (decrease) due to change in risk premium included in discount rate	-	2,830
Other changes	491	(227)
Net change in fair value due to assumption changes	(1,152)	(378)
Net Gains (Losses) included in Finance charges and other (a)	(1,137)	38
Change in balance of subordinated security and equity interest due to transfers of receivables	9,885	(6,550)
Balance of Interests in securitized assets at end of period	<u>\$ 177,648</u>	<u>\$ 164,090</u>
Reconciliation of Servicing Liability:		
Balance of servicing liability at beginning of period	\$ 1,204	\$ 1,038
Amounts recorded in Finance charges and other:		
Increase (decrease) associated with change in portfolio balances	52	(78)
Increase (decrease) due to change in discount rate	(1)	13
Other changes	24	12
Net change included in Finance charges and other (b)	75	(53)
Balance of servicing liability at end of period	<u>\$ 1,279</u>	<u>\$ 985</u>
Net increase (decrease) in fair value included in Finance charges and other (a) - (b)	<u>\$ (1,212)</u>	<u>\$ 91</u>

The following is a reconciliation of the beginning and ending balances of the Interests in securitized assets and the beginning and ending balances of the servicing liability for the six months ended July 31, 2008 and 2009 (in thousands):

	Six Months Ended July 31,	
	2008	2009
Reconciliation of Interests in Securitized Assets:		
Balance of Interests in securitized assets at beginning of period	\$ 178,150	\$ 176,543
Amounts recorded in Finance charges and other:		
Gains associated with changes in portfolio balances	167	681
Changes in fair value due to assumption changes:		
Fair value increase (decrease) due to changing portfolio yield	(816)	(476)
Fair value increase (decrease) due to lower (higher) projected interest rates	(123)	133
Fair value increase (decrease) due to changes in funding mix	1,253	(4,886)
Fair value increase (decrease) due to change in risk-free interest rate component of discount rate	(238)	23
Fair value increase (decrease) due to change in risk premium included in discount rate	(5,128)	6,497
Other changes	688	(663)
Net change in fair value due to assumption changes	(4,364)	628
Net Gains (Losses) included in Finance charges and other (a)	(4,197)	1,309
Change in balance of subordinated security and equity interest due to transfers of receivables	3,695	(13,762)
Balance of Interests in securitized assets at end of period	<u>\$ 177,648</u>	<u>\$ 164,090</u>
Reconciliation of Servicing Liability:		
Balance of servicing liability at beginning of period	\$ 1,197	\$ 1,157
Amounts recorded in Finance charges and other:		
Increase (decrease) associated with change in portfolio balances	86	(179)
Increase (decrease) due to change in discount rate	(20)	30
Other changes	16	(23)
Net change included in Finance charges and other (b)	82	(172)
Balance of servicing liability at end of period	<u>\$ 1,279</u>	<u>\$ 985</u>
Net increase (decrease) in fair value included in Finance charges and other (a) - (b)	<u>\$ (4,279)</u>	<u>\$ 1,481</u>

3. Supplemental Disclosure of Revenue

The following is a summary of the classification of the amounts included as Finance charges and other for the three and six months ended July 31, 2008 and 2009 (in thousands):

	Three Months ended July 31,		Six Months ended July 31,	
	2008	2009	2008	2009
Securitization income:				
Servicing fees received	\$ 6,406	\$ 5,994	\$ 12,860	\$ 12,621
Gains (losses) on sale of receivables, net	8,578	(1,189)	15,408	(1,358)
Change in fair value of securitized assets	(1,212)	91	(4,279)	1,481
Interest earned on retained interests	7,710	10,968	14,832	23,002
Total securitization income	21,482	15,864	38,821	35,746
Insurance commissions	5,735	5,031	10,940	9,701
Interest income from receivables not sold and other	676	9,017	1,617	15,640
Finance charges and other	\$ 27,893	\$ 29,912	\$ 51,378	\$ 61,087

4. Interests in Securitized Receivables

The Company has an agreement to sell customer receivables. As part of this agreement, the Company sells eligible retail installment contracts and revolving receivable accounts to a QSPE that pledges the transferred accounts to a trustee for the benefit of investors. The following table summarizes the availability of funding under the Company's securitization program at July 31, 2009 (in thousands):

	Capacity	Utilized	Available
2002 Series A	\$ 300,000	\$ 210,000	\$ 90,000
2006 Series A – Class A	90,000	90,000	-
2006 Series A – Class B	43,333	43,333	-
2006 Series A – Class C	16,667	16,667	-
Total	\$ 450,000	\$ 360,000	\$ 90,000

The 2002 Series A program functions as a credit facility to fund the initial transfer of eligible receivables. When the facility approaches a predetermined amount, the QSPE (Issuer) is required to seek financing to pay down the outstanding balance in the 2002 Series A variable funding note. The amount paid down on the facility then becomes available to fund the transfer of new receivables or to meet required principal payments on other series as they become due. The new financing could be in the form of additional notes, bonds or other instruments as the market and transaction documents might allow. The 2002 Series A program is divided into two tranches: a \$100 million 364-day tranche with a maturity date in August 2009, and a \$200 million tranche that is renewable annually, at our option, until September 2012. The \$10 million balance that was outstanding at July 31, 2009 on the \$100 million 364-day tranche was paid in full during August 2009, and the facility expired and was not renewed. The 2006 Series A program, which was consummated in August 2006, is non-amortizing for the first four years and officially matures in April 2017. However, it is expected that the principal payments, which begin in September 2010, will retire the bonds prior to that date.

The agreement contains certain covenants requiring the maintenance of various financial ratios and receivables performance standards. As part of the securitization program, the Company and Issuer arranged for the issuance of a stand-by letter of credit in the amount of \$20.0 million to provide assurance to the trustee on behalf of the bondholders that funds collected monthly by the Company, as servicer, will be remitted as required under the base indenture and other related documents. The letter of credit expires in August 2010, and the maximum potential amount of future payments is the face amount of the letter of credit. The letter of credit is callable, at the option of the trustee, if the Company, as servicer, fails to make the required monthly payments of the cash collected to the trustee.

Through its retail sales activities, the Company generates customer retail installment contracts and revolving receivable accounts. The Company enters into securitization transactions to sell eligible accounts to the QSPE. In these securitizations, the Company retains servicing responsibilities and subordinated interests. The Company receives annual servicing fees and other benefits approximating 4.0% of the outstanding balance and rights to future cash flows arising after the investors in the securities issued by or on behalf of the QSPE have received from the trustee all contractually required principal and interest amounts. The Company records a servicing liability related to the servicing obligations (See Note 2). The investors and the securitization trustee have no recourse to the Company's other assets for failure of the individual customers of the Company and the QSPE to pay when due. The Company's retained interests are subordinate to the investors' interests, and would not be paid if the Issuer is unable to repay the amounts due under the 2002 Series A and 2006 Series A programs. Their value is subject to credit, prepayment, and interest rate risks on the transferred financial assets.

The fair values of the Company's interest in securitized assets were as follows (in thousands):

	January 31, 2009	July 31, 2009
Interest-only strip	\$ 31,958	\$ 26,176
Subordinated securities	144,585	137,914
Total fair value of interests in securitized assets	<u>\$ 176,543</u>	<u>\$ 164,090</u>

The table below summarizes valuation assumptions used for each period presented:

	<u>January 31,</u> <u>2009</u>	<u>April 30,</u> <u>2009</u>	<u>July 31,</u> <u>2009</u>
Net interest spread			
Primary installment	14.5%	14.7%	14.6%
Primary revolving	14.5%	14.7%	14.6%
Secondary installment	14.1%	13.9%	12.9%
Expected losses			
Primary installment	3.4%	3.5%	3.5%
Primary revolving	3.4%	3.5%	3.5%
Secondary installment	5.5%	5.3%	5.4%
Projected expense			
Primary installment	3.9%	4.0%	4.0%
Primary revolving	3.9%	4.0%	4.0%
Secondary installment	3.9%	4.0%	4.0%
Discount rates			
Primary installment	29.2%	26.7%	24.8%
Primary revolving	29.2%	26.7%	24.8%
Secondary installment	33.2%	30.7%	28.8%

At July 31, 2009, key economic assumptions and the sensitivity of the current fair value of the interests in securitized assets to immediate 10% and 20% adverse changes in those assumptions are as follows (dollars in thousands):

	Primary Portfolio Installment	Primary Portfolio Revolving	Secondary Portfolio Installment
Fair value of interest in securitized assets	\$ 122,921	\$ 8,824	\$ 32,345
Expected weighted average life	1.3 years	1.1 years	1.7 years
Net interest spread assumption	14.6%	14.6%	12.9%
Impact on fair value of 10% adverse change	\$ 3,979	\$ 286	\$ 1,256
Impact on fair value of 20% adverse change	\$ 7,840	\$ 563	\$ 2,471
Expected losses assumptions	3.5%	3.5%	5.4%
Impact on fair value of 10% adverse change	\$ 951	\$ 68	\$ 532
Impact on fair value of 20% adverse change	\$ 1,894	\$ 136	\$ 1,057
Projected expense assumption	4.0%	4.0%	4.0%
Impact on fair value of 10% adverse change	\$ 1,077	\$ 77	\$ 409
Impact on fair value of 20% adverse change	\$ 2,153	\$ 155	\$ 818
Discount rate assumption	24.8%	24.8%	28.8%
Impact on fair value of 10% adverse change	\$ 2,654	\$ 190	\$ 965
Impact on fair value of 20% adverse change	\$ 5,184	\$ 372	\$ 1,875

These sensitivities are hypothetical and should be used with caution. As the figures indicate, changes in fair value based on a 10% variation in assumptions generally cannot be extrapolated because the relationship of the change in assumption to the change in fair value may not be linear. Also, the effect of the variation in a particular assumption on the fair value of the interest-only strip is calculated without changing any other assumption; in reality, changes in one factor may result in changes in another (i.e. increases in market interest rates may result in lower prepayments and increased credit losses), which might magnify or counteract the sensitivities.

The following tables present quantitative information about the receivables portfolios managed by the Company (in thousands):

	Total Principal Amount of Receivables		Principal Amount Over 60 Days Past Due (1)		Principal Amount Reaged (1)	
	January 31, 2009	July 31, 2009	January 31, 2009	July 31, 2009	January 31, 2009	July 31, 2009
Primary portfolio:						
Installment	\$ 551,838	\$ 561,879	\$ 33,126	\$ 35,809	\$ 88,224	\$ 88,092
Revolving	38,084	31,225	2,027	1,872	2,401	2,074
Subtotal	589,922	593,104	35,153	37,681	90,625	90,166
Secondary portfolio:						
Installment	163,591	152,774	19,988	19,361	50,537	50,621
Total receivables managed	753,513	745,878	55,141	57,042	141,162	140,787
Less receivables sold	645,715	545,885	52,214	51,182	131,893	127,670
Receivables not sold	107,798	199,993	\$ 2,927	\$ 5,860	\$ 9,269	\$ 13,117
Allowance for uncollectible accounts	(3,913)	(7,251)				
Allowances for promotional credit programs	(1,588)	(3,473)				
Current portion of customer accounts receivable, net	61,125	115,696				
Long-term customer accounts receivable, net	\$ 41,172	\$ 73,573				

(1) Amounts are based on end of period balances and accounts could be represented in both the past due and reaged columns shown above.

	Average Balances		Net Credit Charge-offs (2)		Average Balances		Net Credit Charge-offs (2)	
	Three Months Ended July 31,		Three Months Ended July 31,		Six Months Ended July 31,		Six Months Ended July 31,	
	2008	2009	2008	2009	2008	2009	2008	2009
Primary portfolio:								
Installment	\$ 480,369	\$ 556,386			\$ 473,629	\$ 552,956		
Revolving	43,158	31,467			45,220	33,479		
Subtotal	523,527	587,853	\$ 3,422	\$ 4,485	518,849	586,435	\$ 7,010	\$ 8,401
Secondary portfolio:								
Installment	158,900	154,225	1,333	1,915	153,613	156,983	3,081	3,604
Total receivables managed	682,427	742,078	4,755	6,400	672,462	743,418	10,091	12,005
Less receivables sold	673,854	569,494	4,544	5,843	663,727	593,048	9,725	11,092
Receivables not sold	\$ 8,573	\$ 172,584	\$ 211	\$ 557	\$ 8,735	\$ 150,370	\$ 366	\$ 913

(2) Amounts represent total credit charge-offs, net of recoveries, on total receivables.

5. Debt and Letters of Credit

On August 14, 2008, the Company entered into a \$210 million asset-based revolving credit facility that provides funding based on a borrowing base calculation that includes accounts receivable and inventory. The facility matures in August 2011 and bears interest at LIBOR plus a spread ranging from 225 basis points to 275 basis points, based on a fixed charge coverage ratio. In addition to the fixed charge coverage ratio, the revolving credit facility includes a leverage ratio requirement, a minimum receivables cash recovery percentage requirement, a net capital expenditures limit and combined portfolio performance covenants.

Debt consisted of the following at the period ends (in thousands):

	<u>January 31, 2009</u>	<u>July 31, 2009</u>
Revolving credit facility for \$210 million maturing in August 2011	\$ 62,900	\$ 130,102
Unsecured revolving line of credit for \$10 million maturing in September 2009	-	-
Other long-term debt	17	193
Total debt	<u>62,917</u>	<u>130,295</u>
Less current portion of debt	5	60
Long-term debt	<u>\$ 62,912</u>	<u>\$ 130,235</u>

The Company's revolving credit facility provides it the ability to utilize letters of credit to secure its obligations as the servicer under its QSPE's asset-backed securitization program, deductibles under the Company's property and casualty insurance programs and international product purchases, among other acceptable uses. At July 31, 2009, the Company had outstanding letters of credit of \$21.7 million under this facility. The maximum potential amount of future payments under these letter of credit facilities is considered to be the aggregate face amount of each letter of credit commitment, which totals \$21.7 million as of July 31, 2009. As of July 31, 2009, the Company had approximately \$38.3 million under its revolving credit facility, net of standby letters of credit issued, and \$10.0 million under its unsecured bank line of credit immediately available for general corporate purposes. The Company also had \$19.9 million that may become available under its revolving credit facility as it grows the balance of eligible customer receivables it retains and its total eligible inventory balances.

The Company held interest rate swaps with notional amounts totaling \$40.0 million as of July 31, 2009, with terms extending through July 2011 for the purpose of hedging against variable interest rate risk related to the variability of cash flows in the interest payments on a portion of its variable-rate debt, based on changes in the benchmark one-month LIBOR interest rate. Changes in the cash flows of the interest rate swaps are expected to exactly offset the changes in cash flows (changes in base interest rate payments) attributable to fluctuations in the LIBOR interest rate. For derivative instruments that are designated and qualify as a cash flow hedge, the effective portion of the gain or loss on the derivative is reported as a component of other comprehensive income (loss) and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized in current earnings.

For information on the location and amounts of derivative fair values in the statement of operation, see the tables presented below (in thousands):

Fair Values of Derivative Instruments

	Liability Derivatives			
	January 31, 2009		July 31, 2009	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives designated as hedging instruments under Statement 133				
Interest rate contracts	Other liabilities	\$ -	Other liabilities	\$ 231
Total derivatives designated as hedging instruments under Statement 133		\$ -		\$ 231

Derivatives in Statement 133 Cash Flow Hedging Relationships	Amount of Gain or (Loss) Recognized in OCI on Derivative (Effective Portion)		Location of Gain or (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)		Location of Gain or (Loss) Recognized in Income on Derivative (Ineffective Portion and Amount Excluded from Effectiveness Testing)	Amount of Gain or (Loss) Recognized in Income on Derivative (Ineffective Portion and Amount Excluded from Effectiveness Testing)	
	Three Months Ended			Three Months Ended			Three Months Ended	
	July 31, 2008	July 31, 2009		July 31, 2008	July 31, 2009		July 31, 2008	July 31, 2009
Interest Rate Contracts	\$ -	\$ (69)	Interest income/expense	\$ -	\$ (75)	Interest income/expense	\$ -	\$ -
Total	\$ -	\$ (69)		\$ -	\$ (75)		\$ -	\$ -

Derivatives in Statement	Amount of Gain or (Loss) Recognized in OCI on Derivative (Effective Portion)		Location of Gain or (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)		Location of Gain or (Loss) Recognized in Income on Derivative (Ineffective Portion and Amount Excluded from Effectiveness Testing)	Amount of Gain or (Loss) Recognized in Income on Derivative (Ineffective Portion and Amount Excluded from Effectiveness Testing)	
	Six Months Ended			Six Months Ended			Six Months Ended	
	July 31, 2008	July 31, 2009		July 31, 2008	July 31, 2009		July 31, 2008	July 31, 2009
133 Cash Flow Hedging Relationships								
Interest Rate Contracts	\$ -	\$ (150)	Interest income/(expense)	\$ -	\$ (92)	Interest income/(expense)	\$ -	\$ -
Total	\$ -	\$ (150)		\$ -	\$ (92)		\$ -	\$ -

6. Contingencies

Legal Proceedings. On May 28, 2009, the Texas Attorney General filed suit against the Company in the Texas state District Court of Harris County, Texas, alleging that they engaged in unlawful and deceptive practices in violation of the Texas Deceptive Trade Practices-Consumer Protection Act. The Attorney General alleges, among other things, that the Company failed to honor product maintenance and replacement agreements, misled customers about the nature of product maintenance and replacement arrangements sold, and engaged in false advertising with respect to product maintenance and replacement agreements. The Attorney General sought injunctive relief, civil penalties of up to \$20,000 per violation, as well as \$250,000 if the conduct financially harmed persons aged 65 or older, restoration of any losses suffered by certain identifiable persons, attorneys' fees and costs, the disgorgement of all sums taken from consumers, and pre-judgment and post-judgment interest, as provided by law. While the Company cannot predict at this time what the possible outcome would be of any resolution or court proceeding, the Company is currently reviewing these claims and plans to cooperate with the Texas Attorney General to resolve any potential issues. An adverse outcome could have a material adverse impact on the Company's financial condition, results of operations and cash flows.

The Company is also involved in routine litigation and claims incidental to its business from time to time, and, as required, has accrued its estimate of the probable costs for the resolution of these matters. These estimates have been developed in consultation with counsel and are based upon an analysis of potential results, assuming a combination of litigation and settlement strategies. It is possible, however, that future results of operations for any particular period could be materially affected by changes in the Company's assumptions or the effectiveness of its strategies related to these proceedings. Currently, the Company does not expect the outcome of any of this routine litigation to have a material affect on its financial condition, results of operations or cash flows. However, the results of these proceedings cannot be predicted with certainty, and changes in facts and circumstances could impact the Company's estimate of reserves for litigation.

Service Maintenance Agreement Obligations. The Company sells service maintenance agreements that extend the period of covered warranty service on the products the Company sells. For certain of the service maintenance agreements sold, the Company is the obligor for payment of qualifying claims. The Company is responsible for administering the program, including setting the pricing of the agreements sold and paying the claims. The typical term for these agreements is between 12 and 36 months. The pricing is set based on historical claims experience and expectations about future claims. While the Company is unable to estimate maximum potential claim exposure, it has a history of overall profitability upon the ultimate resolution of agreements sold. The revenues related to the agreements sold are deferred at the time of sale and recorded in revenues in the statement of operations over the life of the agreements. The amounts of service maintenance agreement revenue deferred at January 31, 2009, and July 31, 2009, are \$4.5 million and \$4.3 million, respectively, and are included in Deferred revenue and allowances in the accompanying consolidated balance sheets. The following table presents a reconciliation of the beginning and ending balances of the deferred revenue on the Company's service maintenance agreements and the amount of claims paid under those agreements (in thousands):

Reconciliation of deferred revenues on service maintenance agreements

	Six Months Ended July 31,	
	2008	2009
Balance in deferred revenues at beginning of period	\$ 4,369	\$ 4,478
Revenues earned during the period	(2,814)	(2,942)
Revenues deferred on sales of new agreements	3,096	2,770
Balance in deferred revenues at end of period	<u>\$ 4,651</u>	<u>\$ 4,306</u>
Total claims incurred during the period, excludes selling expenses	<u>\$ 1,037</u>	<u>\$ 1,421</u>

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

This report contains forward-looking statements. We sometimes use words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "project" and similar expressions, as they relate to us, our management and our industry, to identify forward-looking statements. Forward-looking statements relate to our expectations, beliefs, plans, strategies, prospects, future performance, anticipated trends and other future events. We have based our forward-looking statements largely on our current expectations and projections about future events and financial trends affecting our business. Actual results may differ materially. Some of the risks, uncertainties and assumptions about us that may cause actual results to differ from these forward-looking statements include, but are not limited to:

- the success of our growth strategy and plans regarding opening new stores and entering adjacent and new markets, including our plans to continue expanding in existing markets;
- our ability to open and profitably operate new stores in existing, adjacent and new geographic markets;
- our intention to update, relocate or expand existing stores;
- our ability to introduce additional product categories;
- our ability to obtain capital for required capital expenditures and costs related to the opening of new stores or to update, relocate or expand existing stores;
- our ability to fund our operations, capital expenditures, debt repayment and expansion from cash flows from operations, borrowings from our revolving line of credit and proceeds from securitizations, and proceeds from accessing debt or equity markets;
- our ability and our QSPE's ability to obtain additional funding for the purpose of funding the receivables generated by us, including limitations on the ability of our QSPE to obtain financing through its commercial paper-based funding sources and its ability to obtain a credit rating from a recognized statistical rating organization to allow it to issue new securities;
- the ability of the financial institutions providing lending facilities to the Company or the QSPE to fund their commitments;
- the effect of any downgrades by rating agencies of our or our QSPE's lenders on borrowing costs;
- the effect on our or our QSPE's borrowing cost of changes in laws and regulations affecting the providers of debt financing;
- the effect on our or our QSPE's ability to meet debt covenant requirements;
- the cost of any renewed or replacement credit facilities;
- the effect of rising interest rates that could increase our cost of borrowing or reduce securitization income;
- the effect of rising interest rates or borrowing spreads that could increase our cost of borrowing or reduce securitization income;
- the effect of rising interest rates on mortgage borrowers that could impair our customers' ability to make payments on outstanding credit accounts;

- our inability to make customer financing programs available that allow consumers to purchase products at levels that can support our growth;
- the potential for deterioration in the delinquency status of the sold or owned credit portfolios or higher than historical net charge-offs in the portfolios could adversely impact earnings;
- technological and market developments, growth trends and projected sales in the home appliance and consumer electronics industry, including, with respect to digital products like Blu-ray players, HDTV, GPS devices, home networking devices and other new products, and our ability to capitalize on such growth;
- the potential for price erosion or lower unit sales that could result in declines in revenues;
- the effect of changes in oil and gas prices that could adversely affect our customers' shopping decisions and patterns, as well as the cost of our delivery and service operations and our cost of products, if vendors pass on their additional fuel costs through increased pricing for products;
- the ability to attract and retain qualified personnel;
- both short-term and long-term impact of adverse weather conditions (e.g. hurricanes) that could result in volatility in our revenues and increased expenses and casualty losses;
- changes in laws and regulations and/or interest, premium and commission rates allowed by regulators on our credit, credit insurance and service maintenance agreements as allowed by those laws and regulations;
- our relationships with key suppliers and their ability to provide products at competitive prices and support sales of their products through their rebate and discount programs;
- the adequacy of our distribution and information systems and management experience to support our expansion plans;
- changes in the assumptions used in the valuation of our interests in securitized assets at fair value;
- the potential to record an impairment of our goodwill after completing our required annual assessment, or at any other time that an impairment indicator exists;
- the accuracy of our expectations regarding competition and our competitive advantages;
- changes in our stock price or the number of shares we have outstanding;
- the potential for market share erosion that could result in reduced revenues;
- the accuracy of our expectations regarding the similarity or dissimilarity of our existing markets as compared to new markets we enter;
- general economic conditions in the regions in which we operate; and
- the outcome of litigation or government investigations affecting our business.

Additional important factors that could cause our actual results to differ materially from our expectations are discussed under "Risk Factors" in our Form 10-K filed with the Securities Exchange Commission on March 26, 2009. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this report might not happen.

The forward-looking statements in this report reflect our views and assumptions only as of the date of this report. We undertake no obligation to update publicly or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

All forward-looking statements attributable to us, or to persons acting on our behalf, are expressly qualified in their entirety by these cautionary statements.

General

We intend for the following discussion and analysis to provide you with a better understanding of our financial condition and performance in the indicated periods, including an analysis of those key factors that contributed to our financial condition and performance and that are, or are expected to be, the key “drivers” of our business.

We are a specialty retailer with 75 retail locations in Texas, Louisiana and Oklahoma, that sells home appliances, including refrigerators, freezers, washers, dryers, dishwashers and ranges, a variety of consumer electronics, including LCD, LED, plasma and DLP televisions, camcorders, digital cameras, Blu-ray and DVD players, video game equipment, MP3 players and home theater products, lawn and garden products, mattresses and furniture. We also sell home office equipment, including computers and computer accessories and continue to introduce additional product categories for the home and consumer entertainment, such as GPS devices, to help increase same store sales and to respond to our customers’ product needs. We require our sales associates to be knowledgeable of all of our products, but to specialize in certain specific product categories.

Unlike many of our competitors, we provide flexible in-house credit options for our customers. In the last three years, we financed, on average, approximately 61% of our retail sales through our internal credit programs. In turn, we finance substantially all of our customer receivables from these credit programs with cash flow from operations and through a revolving credit facility and an asset-backed securitization facility. As part of our asset-backed securitization facility, we have created a qualifying special purpose entity, which we refer to as the QSPE or the Issuer, to purchase eligible customer receivables from us and issue medium-term and variable funding notes secured by the receivables to third parties to finance its acquisition of the receivables. We sell eligible receivables, consisting of retail installment and revolving account receivables extended to our customers, to the issuer in exchange for cash and subordinated securities. Customer receivables not sold to the QSPE are funded by our revolving credit facility and included on our consolidated balance sheet.

We also derive revenues from repair services on the products we sell and from product delivery and installation services we provide to our customers. Additionally, acting as an agent for unaffiliated companies, we sell credit insurance and service maintenance agreements to protect our customers from credit losses due to death, disability, involuntary unemployment and property damage and product failure not covered by a manufacturers’ warranty. We also derive revenues from the sale of extended service maintenance agreements, under which we are the primary obligor, to protect the customers after the original manufacturer’s warranty or service maintenance agreement has expired.

Our business is moderately seasonal, with a greater share of our revenues, pretax and net income realized during the quarter ending January 31, due primarily to the holiday selling season.

Executive Overview

This narrative is intended to provide an executive level overview of our operations for the three and six months ended July 31, 2009. A detailed explanation of the changes in our operations for this period as compared to the prior year period is included under Results of Operations. Some of the more specific items impacting our operating and pretax income were:

For the three months ended July 31, 2009, compared to the same period last year, Total net sales decreased 0.2% and Finance charges and other increased 2.5%. Total revenues increased 0.8% including the impact of the fair value adjustments related to our Interests in securitized assets in both periods, while same store sales decreased 5.2% for the quarter ended July 31, 2009. The same store sales decline was primarily driven by increasingly challenging economic conditions in our markets and the decline in average selling prices on flat-panel televisions. For the six months ended July 31, 2009, compared to the same period last year, Total net sales increased 1.2% and Finance charges and other increased 7.1%. Total revenues increased 3.3%, including the impact of the fair value adjustments related to our Interests in securitized assets in both periods, while same store sales decreased 4.9% during the six months ended July 31, 2009. In addition to the factors stated above, same stores sales for the six month period were impacted by Circuit City’s liquidation sales during February and March of 2009. During the three- and six-month periods, growth in furniture and mattresses and appliances was offset by declines in the consumer electronics and lawn and garden categories and service maintenance agreement commissions.

Deferred interest and "same as cash" plans under our consumer credit programs continue to be an important part of our sales promotion plans and are utilized to provide a wide variety of financing to enable us to appeal to a broader customer base. For the three and six months ended July 31, 2009, \$32.0 million, or 18.3% and \$59.2 million, or 16.4%, respectively, of our product sales were financed by our deferred interest and "same as cash" plans. For the comparable period in the prior year, product sales financed by our deferred interest and "same as cash" sales were \$35.2 million, or 20.1% and \$88.1 million, or 26.7%. Our promotional credit programs (same as cash and deferred interest programs), which require monthly payments, are reserved for our highest credit quality customers, thereby reducing the overall risk in the portfolio, and are typically used to finance sales of our highest margin products. We expect to continue to offer promotional credit in the future, including the use of third-party consumer credit programs, which financed \$3.1 million of our product sales during the six months ended July 31, 2009.

Our gross margin decreased from 36.4% to 34.8% for the three months ended July 31, 2009, when compared to the same period in the prior year. The decrease resulted primarily from:

- a reduction in product gross margins from 21.9% to 19.7% for the three months ended July 31, 2008, and 2009, respectively, which negatively impacted the total gross margin by 180 basis points. The product gross margins were negatively impacted by a highly price competitive retail market,
- a change in the revenue mix, such that service maintenance agreement commissions, which have the highest gross margin, contributed a smaller percentage of total revenues in the quarter ended July 31, 2009, resulting in an decrease in the total gross margin of approximately 10 basis points, and
- partially offset by a favorable non-cash fair value adjustment related to our Interests in securitized assets of \$0.1 million in the current year period, as compared to a \$1.2 million non-cash decrease in the prior year period, which accounted for a 40 basis point increase,

Our gross margin decreased from 35.8% to 35.3% for the six months ended July 31, 2009, when compared to the same period in the prior year. The decline was a result of trends similar to those discussed for the three months ended July 31, 2009.

Finance charges and other increased 2.5% and 7.1% for the three and six months ended July 31, 2009 when compared to the same period last year, benefitting from growth in interest income earned on customer receivables retained on the balance sheet and a favorable non-cash fair value adjustment related to our Interests in securitized assets. As a result of the increase in the balance of receivables retained on our balance sheet, Interest income and other increased \$8.4 million and \$14.1 million for the three and six months ended July 31, 2009, as compared to the prior year period. Securitization income decreased primarily due to the reduction in the volume of receivables sold to the QSPE, partially offset by a favorable non-cash fair value adjustment related to our Interests in securitized assets of \$0.1 million and \$1.5 million for the three and six months included in the current year period, as compared to \$1.2 million and \$4.3 million non-cash decreases in fair value included in the three and six month periods of the prior year, respectively. The increase in fair value of our Interests in securitized assets was primarily the result of a decrease in the estimated risk premium expected by a market participant included in the discount rate input used to determine the fair value of our interests in securitized assets, partially offset by a decrease in fair value associated with changes in the funding mix and other inputs used.

During the three months ended July 31, 2009, Selling, general and administrative (SG&A) expense increased as a percent of revenues to 29.5% from 28.8% in the prior year period, largely as a result of the increase in expenses related to the new stores opened in the prior fiscal year and the general de-leveraging effect of the decline in same store sales in addition to increased expense related to the use of third-party finance programs, depreciation expense resulting from the new stores opened in the prior year and current remodel of existing stores and employee benefits, partially offset by lower advertising costs and reduced fuel expense. However, for the six months ended July 31, 2009, Selling, general and administrative (SG&A) expense remained constant as a percent of revenues at 28.2%, primarily due to the positive impact of the fair value adjustments related to our Interests in securitized assets on Total revenues, which accounted for an approximately 40 basis point decrease. This decrease was offset by the increase in expenses related to the new stores opened during the prior fiscal year and the general de-leveraging effect of the decline in same store sales.

The Provision for bad debts increased to \$2.7 million and \$4.1 million for the three months and six months ended July 31, 2009, respectively. This increase is due to the expected increase in the balance of customer receivables retained on our balance sheet after the completion of our asset-based revolving credit facility in August 2008, and is not the result of higher actual or expected net credit charge-offs on the retained receivables. As opposed to our interest in the eligible customer receivables sold to the QSPE, which we account for at fair value, we record a reserve for estimated future net credit losses for receivables retained on our balance sheet, which we estimated based on our historical loss trends for the combined portfolios. The increase in the non-cash reserves recorded total \$2.0 million and \$2.8 million for the three and six months ended July, 31, 2009, respectively. As a result, diluted earnings per share were reduced by \$0.06 and \$0.08 for the three and six months ended July 31, 2009.

Net interest (income) expense has changed from reflecting net interest income in the prior year period to net interest expense in the current year period, due primarily to the increase in borrowings and use of invested cash balances to finance the increase in customer receivables retained on our balance sheet.

The provision for income taxes for the three months and six months ended July 31, 2009, were impacted primarily by the change in pre-tax income. The effective tax rate was higher during the 2009 period because taxes for the state of Texas are based on gross margin, and increased as a percent of Income before income taxes.

Operational Changes and Resulting Outlook

While we are continuing to assess the availability of capital for new store locations and growth of the credit portfolio, we expect to open three to five new locations during the current fiscal year. We expect these new locations to be in or adjacent to our existing markets to allow us to leverage our existing distribution infrastructure.

While we have benefited from our operations being concentrated in the Texas, Louisiana and Oklahoma region, weakness in the health of the national economy may present significant challenges to our operations in the coming quarters. Specifically, future sales volumes, gross profit margins and credit portfolio performance could be negatively impacted, and thus impact our overall profitability. As a result, while we will strive to grow our market share, maintain consistent credit portfolio performance and reduce expenses, we will also work to maintain our access to the liquidity necessary to maintain our operations through these challenging times.

We believe we have benefited and will continue to benefit from the recent closure of one of our major consumer electronics competitors, Circuit City. Because of their liquidation sale during February and early March 2009, the growth of our total product and service maintenance agreement sales slowed from the pace experienced during the fourth quarter of fiscal year 2009. We believe that their closure will bring new customers into our stores, which could change the mix of our product sales and amount of credit we grant in relation to total product sales.

The consumer electronics industry depends on new products to drive same store sales increases. Typically, these new products, such as high-definition televisions, Blu-ray and DVD players, digital cameras, MP3 players and GPS devices are introduced at relatively high price points that are then gradually reduced as the product becomes mainstream. To sustain positive same store sales growth, unit sales must increase at a rate greater than the decline in product prices. The affordability of the product helps drive the unit sales growth. However, as a result of relatively short product life cycles in the consumer electronics industry, which limit the amount of time available for sales volume to increase, combined with rapid price erosion in the industry, retailers are challenged to maintain overall gross margin levels and positive same store sales. This has historically been our experience, and we continue to adjust our marketing strategies to address this challenge through the introduction of new product categories and new products within our existing categories.

Application of Critical Accounting Policies

In applying the accounting policies that we use to prepare our consolidated financial statements, we necessarily make accounting estimates that affect our reported amounts of assets, liabilities, revenues and expenses. Some of these accounting estimates require us to make assumptions about matters that are highly uncertain at the time we make the accounting estimates. We base these assumptions and the resulting estimates on authoritative pronouncements, historical information and other factors that we believe to be reasonable under the circumstances, and we evaluate these assumptions and estimates on an ongoing basis. We could reasonably use different accounting estimates, and changes in our accounting estimates could occur from period to period, with the result in each case being a material change in the financial statement presentation of our financial condition or results of operations. We refer to accounting estimates of this type as critical accounting estimates. We believe that the critical accounting estimates discussed below are among those most important to an understanding of our consolidated financial statements as of July 31, 2009.

Transfers of Financial Assets. We sell eligible customer receivables to a QSPE that issues asset-backed securities to third-party lenders using these accounts as collateral, and we continue to service these accounts after the sale. We recognize the sale of these accounts when we relinquish control of the transferred financial asset in accordance with SFAS No. 140, *Accounting for Transfers and Servicing of Financial Assets and Extinguishment of Liabilities*, as amended by SFAS No. 155, *Accounting for Certain Hybrid Financial Instruments*. When we sell the eligible customer receivables, we record an asset representing the fair value of our residual interest in the cash flows of the QSPE, which is the difference between the interest earned on customer accounts and the cost associated with financing and servicing the transferred accounts, including an estimate of future net credit losses associated with the transferred accounts, plus our retained interest in the transferred receivables, discounted using a return we estimate would be expected by a market participant. We recognize the income from our interest in these sold customer receivables as gains on the sale of the asset, interest income and servicing fees. This income is included in Finance charges and other in our consolidated statements of operations. Additionally, changes in the fair value of our residual interest in the cash flows of the QSPE are recorded in Finance charges and other. We value our interest in the residual cash flows of the QSPE at fair value under the provisions of SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities*, and SFAS No. 157, *Fair Value Measurements*.

We estimate the fair value of our Interests in securitized assets using a discounted cash flow model with most of the inputs used being unobservable inputs. The primary unobservable inputs, which are derived principally from our historical experience, with input from our investment bankers and financial advisors, include the estimated portfolio yield, net credit loss rate, discount rate and payment rate and reflect our judgments about the assumptions market participants would use in determining fair value. We offer reage programs to past due customers that have experienced a financial hardship, if they meet the conditions of our reage policy. Reaging a customer's account can result in updating it from a delinquent status to a current status. At July 31, 2009, reaged receivable balances represented 23.4% of the total portfolio balance held by the QSPE. The impact of our reaging programs is reflected in the historical payment rate, loss rate and delinquency trends considered in setting the market participant assumptions. The reage programs offered to our customers can result in updating an account from a delinquent status to a current status. In determining the cost of borrowings, we use current actual borrowing rates, and adjust them, as appropriate, using interest rate futures data from market sources to project interest rates over time. Changes in the assumptions over time, including varying credit portfolio performance, market interest rate changes, market participant risk premiums required, or a shift in the mix of funding sources, could result in significant volatility in the fair value of the Interest in securitized assets, and thus our earnings.

Based on a review of the changes in market risk premiums during the three months ended July 31, 2009, and discussions with our investment bankers and financial advisors, we estimated that the market risk premium required by a market participant decreased approximately 200 basis points during the quarter ended July 31, 2009. As a result, we decreased the weighted average discount rate assumption from 27.4% at April 30, 2009, to 25.5% at July 31, 2009, after reflecting a 1 basis point decrease in the risk-free interest rate included in the discount rate assumption. Similarly, we reviewed the changes in market risk premiums for the quarter ended April 30, 2009 and reduced the weighted average discount rate assumption to 27.4% from 30.0% at January 31, 2009 to reflect a decrease in the market risk premium of approximately 250 basis points and a 2 basis point decrease in the risk-free interest rate. If a market participant were to require a risk premium that is 10.0% higher than we estimated in the fair value calculation, the fair value of our Interests in securitized assets would decrease by \$3.8 million as of July 31, 2009. If we had assumed a 10% reduction in net interest spread (which might be caused by rising interest rates or reductions in rates charged on the accounts transferred), the fair value of our Interests in securitized assets and Finance charges and other would have been reduced by \$5.5 million as of July 31, 2009. If the assumption used for estimating credit losses was increased by 10%, the impact to Finance charges and other during the three months ended July 31, 2009 would have been a reduction in revenues and pretax income of \$1.6 million.

Receivables Not Sold. Customer accounts receivable not eligible for inclusion in the securitization program are carried on our consolidated balance sheet in Customer accounts receivable. We include the amount of principal on those receivables that are expected to be collected within the next twelve months in current assets on its consolidated balance sheet. Those amounts expected to be collected after 12 months are included in long-term assets. Typically, a receivable is considered delinquent if a payment has not been received on the scheduled due date. Additionally, we offer reage programs to past due customers that have experienced a financial hardship, if they meet the conditions of our reage policy. Reaging a customer's account can result in updating it from a delinquent status to a current status. Generally, an account that is delinquent more than 120 days and for which no payment has been received in the past seven months will be charged-off against the allowance and interest accrued subsequent to the last payment will be reversed. Interest income is accrued using the Rule of 78's method for installment contracts and the simple interest method for revolving charge accounts, and is reflected in Finance charges and other. Typically, interest income is accrued until the contract or account is paid off or charged-off; however, we provide an allowance for estimated uncollectible interest. Interest income is recognized on our "same as cash" promotion accounts based on our historical experience related to customers who fail to satisfy the requirements of the interest-free programs. The Company has a secured interest in the merchandise financed by these receivables and therefore has the opportunity to recover a portion of any charged-off amount.

Allowance for Doubtful Accounts. We record an allowance for doubtful accounts, including estimated uncollectible interest, for our Customer accounts receivable, based on our historical net loss experience. The net charge-off data used in computing the loss rate is reduced by the amount of post-charge-off recoveries received, including cash payments, amounts realized from the repossession of the products financed and, at times, payments under credit insurance policies. Additionally, we separately evaluate the Primary and Secondary portfolios when estimating the allowance for doubtful accounts, but do not separately evaluate reaged accounts since these accounts have represented a relatively consistent proportion of the total portfolio over time. The balance in the allowance for doubtful accounts and uncollectible interest for customer receivables was \$7.3 million and \$3.9 million at July 31, 2009 and January 31, 2009, respectively. Additionally, as a result of our practice of reaging customer accounts, if the account is not ultimately collected, the timing and amount of the charge-off is impacted. If these accounts had been charged-off sooner the net loss rates over time might have been higher. Due to the recent growth in the balance of receivables on the balance sheet, as of July 31, 2009, reaged receivable balances represented 6.6% of the total portfolio balance. If the historical loss rate used to calculate the allowance for doubtful accounts were increased by 10% at July 31, 2009, we would have increased our Provision for bad debts by approximately \$0.4 million.

Revenue Recognition. Revenues from the sale of retail products are recognized at the time the customer takes possession of the product. Such revenues are recognized net of any adjustments for sales incentive offers such as discounts, coupons, rebates, or other free products or services and discounts of promotional credit sales that will extend beyond one year. We sell service maintenance agreements and credit insurance contracts on behalf of unrelated third parties. For contracts where the third parties are the obligors on the contract, commissions are recognized in revenues at the time of sale, and in the case of retrospective commissions, at the time that they are earned. Where we sell service maintenance renewal agreements in which we are deemed to be the obligor on the contract at the time of sale, revenue is recognized ratably, on a straight-line basis, over the term of the service maintenance agreement. These service maintenance agreements are renewal contracts that provide our customers protection against product repair costs arising after the expiration of the manufacturer's warranty and the third party obligor contracts. These agreements typically range from 12 months to 36 months. These agreements are separate units of accounting under Emerging Issues Task Force No. 00-21, *Revenue Arrangements with Multiple Deliverables*. The amount of service maintenance agreement revenue deferred at July 31, 2009, and January 31, 2009, is \$4.5 million and \$4.3 million, respectively, and is included in Deferred revenues and allowances in the accompanying consolidated balance sheets.

Vendor Allowances. We receive funds from vendors for price protection, product rebates (earned upon purchase or sale of product), marketing, training and promotion programs which are recorded on the accrual basis as a reduction to the related product cost or advertising expense, according to the nature of the program. We accrue rebates based on the satisfaction of terms of the program and sales of qualifying products even though funds may not be received until the end of a quarter or year. If the programs are related to product purchases, the allowances, credits or payments are recorded as a reduction of product cost; if the programs are related to product sales, the allowances, credits or payments are recorded as a reduction of cost of goods sold; if the programs are directly related to promotion or marketing of the product, the allowances, credits, or payments are recorded as a reduction of advertising expense in the period in which the expense is incurred.

Goodwill. We perform an assessment annually testing for the impairment of goodwill, or at any other time when impairment indicators exist. We performed our annual assessment in the fourth quarter of fiscal 2009 and determined that no impairment existed. While the current market conditions have caused our market capitalization to fall below book value, we do not believe any indicators of impairment have occurred since the assessment was performed.

Accounting for Leases. The accounting for leases is governed primarily by SFAS No. 13, *Accounting for Leases*. As required by the standard, we analyze each lease, at its inception and any subsequent renewal, to determine whether it should be accounted for as an operating lease or a capital lease. Additionally, monthly lease expense for each operating lease is calculated as the average of all payments required under the minimum lease term, including rent escalations. Generally, the minimum lease term begins with the date we take possession of the property and ends on the last day of the minimum lease term, and includes all rent holidays, but excludes renewal terms that are at our option. Any tenant improvement allowances received are deferred and amortized into income as a reduction of lease expense on a straight line basis over the minimum lease term. The amortization of leasehold improvements is computed on a straight line basis over the shorter of the remaining lease term or the estimated useful life of the improvements. For transactions that qualify for treatment as a sale-leaseback, any gain or loss is deferred and amortized as rent expense on a straight-line basis over the minimum lease term. Any deferred gain would be included in Deferred gain on sale of property and any deferred loss would be included in Other assets on the consolidated balance sheets.

Recently Issued Accounting Pronouncements. In June 2009, the FASB issued SFAS No. 166, "*Accounting for Transfers of Financial Assets – an amendment of FASB Statement No. 140*" ("SFAS 166"). SFAS 166 revises SFAS No. 140 to improve the relevance, representational faithfulness, and comparability of the information that a reporting entity provides in its financial statements about a transfer of financial assets; the effects of a transfer on its financial position, financial performance, and cash flows; and a transferor's continuing involvement, if any, in transferred financial assets. When enacted, the concept of a qualifying special-purpose entity will no longer be relevant for accounting purposes. Therefore, formerly qualifying special-purpose entities (as defined under previous accounting standards) should be evaluated for consolidation by reporting entities on and after the effective date in accordance with the applicable consolidation guidance. If the evaluation on the effective date results in consolidation, the reporting entity should apply the transition guidance provided in the pronouncement that requires consolidation. SFAS 166 is effective for fiscal years beginning after November 15, 2009. We are currently evaluating the impact that the adoption of SFAS 166 will have on our consolidated financial statements as it relates to our qualifying special purpose entity.

In June 2009, the FASB issued SFAS No. 167, "*Amendments to FASB Interpretation No. 46(R)*" ("SFAS 167"). SFAS 167 amends certain requirements of FASB Interpretation No. 46(R) to improve financial reporting by companies involved with variable interest entities and to provide more relevant and reliable information to users of financial statements. This Statement amends Interpretation 46(R) to require an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a variable interest entity. This analysis identifies the primary beneficiary of a variable interest entity as the enterprise that has both of the following characteristics:

- a. The power to direct the activities of a variable interest entity that most significantly impact the entity's economic performance
- b. The obligation to absorb losses of the entity that could potentially be significant to the variable interest entity or the right to receive benefits from the entity that could potentially be significant to the variable interest entity.

SFAS 167 is effective for fiscal years beginning after November 15, 2009. We are currently evaluating the impact that the adoption of SFAS 167 will have on our consolidated financial statements as it relates to our qualifying special purpose entity.

In June 2009, the FASB issued SFAS No. 168, "*The FASB Accounting Standards Codification™ and the Hierarchy of Generally Accepted Accounting Principles, a replacement of FASB Statement No. 162*" ("FAS 168"). The standard establishes the FASB Accounting Standards Codification™ (the "Codification") as the source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with GAAP, but is intended to simplify user access to all authoritative GAAP by providing all the authoritative literature related to a particular topic in one place. The Codification is effective for interim and annual periods ending after September 15, 2009, and as of the effective date, all existing accounting standard documents will be superseded. The Codification is effective for the third fiscal quarter of 2009, and accordingly, our Quarterly Report on Form 10-Q for the quarter ending October 31, 2009 and all subsequent public filings will reference the Codification as the sole source of authoritative literature.

Results of Operations

The following table sets forth certain statement of operations information as a percentage of total revenues for the periods indicated:

	Three Months Ended July 31,		Six Months Ended July 31,	
	2008	2009	2008	2009
Revenues:				
Product sales	80.2%	79.6%	81.3%	79.8%
Service maintenance agreement commissions (net)	4.5	4.0	4.5	4.1
Service revenues	2.5	2.8	2.4	2.6
Total net sales	87.2	86.4	88.2	86.5
Finance charges and other				
Finance charges and other	13.3	13.6	12.8	13.2
Net increase (decrease) in fair value	(0.5)	0.0	(1.0)	0.3
Total finance charges and other	12.8	13.6	11.8	13.5
Total revenues	100.0	100.0	100.0	100.0
Costs and expenses:				
Cost of goods sold, including warehousing and occupancy cost	62.6	63.9	63.1	63.5
Cost of parts sold, including warehousing and occupancy cost	1.0	1.3	1.1	1.2
Selling, general and administrative expense	28.8	29.5	28.2	28.2
Provision for bad debts	0.2	1.2	0.1	0.9
Total costs and expenses	92.6	95.9	92.5	93.8
Operating income	7.4	4.1	7.5	6.2
Interest (income) expense, net	0.0	0.4	0.0	0.4
Other (income) / expense, net	0.0	0.0	0.0	0.0
Income before income taxes	7.4	3.7	7.5	5.8
Provision for income taxes	2.7	1.5	2.7	2.2
Net income	4.7%	2.2%	4.8%	3.6%

Same store sales growth is calculated by comparing the reported sales by store for all stores that were open throughout a period, to reported sales by store for all stores that were open throughout the prior year period. Sales from closed stores, if any, are removed from each period. Sales from relocated stores have been included in each period because each store was relocated within the same general geographic market.

The presentation of gross margins may not be comparable to some other retailers since we include the cost of our in-home delivery service as part of Selling, general and administrative expense. Similarly, we include the cost related to operating our purchasing function in Selling, general and administrative expense. It is our understanding that other retailers may include such costs as part of their cost of goods sold.

Three Months Ended July 31, 2009 Compared to Three Months Ended July 31, 2008

(Dollars in Millions)	2009		2008		Change	
	\$		\$		\$	%
Net sales	\$	190.3	\$	190.6	(0.3)	(0.2)
Finance charges and other		29.8		29.1	0.7	2.4
Net increase (decrease) in fair value		0.1		(1.2)	1.3	(108.3)
Revenues	\$	220.2	\$	218.5	1.7	0.8

The \$0.3 million decrease in net sales consists of the following:

- a \$8.1 million increase generated by seven retail locations that were not open for the three months in each period;
- a \$9.5 million same store sales decrease of 5.2%;
- a \$0.5 million increase resulted from a decrease in discounts on extended-term promotional credit sales (those with terms longer than 12 months); and
- a \$0.6 million increase from an increase in service revenues.

The components of the \$0.3 million decrease in net sales were a \$0.2 million increase in Product sales and a \$0.5 million decrease in service maintenance agreement commissions and service revenues. The \$0.2 million increase in product sales resulted from the following:

- approximately \$11.1 million increase attributable to increases in total unit sales, due primarily to increased unit sales in consumer electronics, appliances, furniture and mattresses, partially offset by a decline in lawn and garden equipment unit sales and deliveries, and
- approximately \$10.9 million decrease attributable to an overall decrease in the average unit price. The decrease was due primarily to a decline in price points in the consumer electronics and track categories, as the average price of televisions in general declined and a change in the mix of products in the track resulted in a drop in the average price point.

The following table presents net sales by product category in each period, including service maintenance agreement commissions and service revenues, expressed both in dollar amounts (in thousands) and as a percent of total net sales. Classification of sales has been adjusted from previous presentations to ensure comparability between the categories.

Category	Three Months Ended July 31,						Percent Change
	2009		2008		Amount	Percent	
	Amount	Percent	Amount	Percent			
Consumer electronics	\$ 60,378	31.7 %	\$ 63,033	33.1 %	(4.2)%	(1)	
Home appliances	62,495	32.8	60,918	32.0	2.6	(2)	
Track	23,143	12.2	23,183	12.2	(0.2)	(3)	
Furniture and bedding	18,324	9.6	16,558	8.7	10.7	(4)	
Lawn and garden	6,713	3.5	7,027	3.7	(4.5)	(5)	
Delivery	3,074	1.6	3,209	1.7	(4.2)	(6)	
Other	1,262	0.7	1,312	0.7	(3.8)		
Total product sales	175,389	92.1	175,240	91.9	0.1		
Service maintenance agreement commissions	8,858	4.7	9,911	5.2	(10.6)	(7)	
Service revenues	6,052	3.2	5,488	2.9	10.3	(8)	
Total net sales	\$ 190,299	100.0 %	\$ 190,639	100.0 %	(0.2)%		

- (1) This consumer electronics category declined despite a 28% increase in total television unit sales due to a decline in the average selling price.
- (2) The home appliance category increased, while the appliance market in general showed continued weakness, as increased sales of air conditioners and refrigerators offset declines in laundry and cooking.
- (3) The decrease in track sales (consisting largely of computers, computer peripherals, video game equipment, portable electronics and small appliances) is driven primarily by lower desktop computer, camcorder and video game equipment sales, partially offset by higher DVD player and laptop computer sales and the addition of netbooks.
- (4) This increase in furniture and mattresses sales was driven by the impact of expanded brand offerings and improved in-store displays.
- (5) This category was impacted by lower lawn and garden sales as drought conditions continued in many of our markets.
- (6) This decrease is due to reduced deliveries as customers take advantage of the ability to carry out smaller flat-panel televisions.
- (7) The service maintenance agreement commissions decreased due to reduced emphasis on this product while we completed a thorough review of the program offered to consumers and the training of our sales associates, in response to the Texas Attorney General's investigation. We expect sales in this area to trend towards our historical performance levels over time due to the enhancements made as a result of the review.
- (8) This increase is driven by an increase in the cost of parts used to repair higher-priced technology (flat-panel televisions, etc.).

(Dollars in Thousands)	2009		2008		Change	
	\$	%	\$	%	\$	%
Securitization income (including fair value adjustment)	\$ 15,863		\$ 21,542		(5,679)	(26.4)
Insurance commissions	5,032		5,700		(668)	(11.7)
Interest income and other	9,017		651		8,366	1,285.1
Finance charges and other	\$ 29,912		\$ 27,893		2,019	7.2

The decrease in Securitization income resulted primarily from a reduction in the balances sold to our QSPE. As a result of the reduced sales of new eligible customer receivables to the QSPE, gains (losses) on sales of receivables included in Securitization income declined to a loss of \$1.2 million for the three months ended July 31, 2009, from a gain of \$8.6 million for the three months ended July 31, 2008. Partially offsetting the decrease was \$0.1 million increase in the non-cash fair value adjustment to our Interests in securitized assets, as compared to a \$1.2 million decrease in the prior year period. Additionally, because of the higher discount rate assumption used in our fair value calculation since July 31, 2008, Interest earned on our retained interest included in Securitization income has increased to \$11.0 million for the three months ended July 31, from \$7.7 million in the prior year.

Insurance commissions have declined due to lower retrospective commissions, which were negatively impacted by higher claims filings due to Hurricanes Gustav and Ike, and lower interest earnings on funds held by the insurance company for the payment of claims.

Interest income and other increased \$8.4 million due to an increase in the balance of customer receivables that are being retained on-balance sheet to a balance of \$200.0 million at July 31, 2009, from \$8.6 million in the prior year.

The following table provides key portfolio performance information for the three months ended July 31, 2009 and 2008:

	2009			2008
	ABS (a)	Owned (b)	Total	Total
	(Dollars in thousands)			
Interest income and fees	\$ 26,127	\$ 8,885	\$ 35,012	\$ 32,796
Net charge-offs	(5,843)	-	(5,843)	(4,544)
Borrowing costs	(4,512)	-	(4,512)	(5,283)
Amounts included in Finance charges and other	15,772	8,885	24,657	22,969
Net charge-offs in Provision for bad debts	-	(557)	(557)	(211)
Borrowing costs	-	(917)	(917)	-
Net portfolio yield (c)	\$ 15,772	\$ 7,411	\$ 23,183	\$ 22,758
Average portfolio balance	\$ 569,494	\$ 172,584	\$ 742,078	\$ 682,427
Portfolio yield % (annualized)	18.4%	20.6%	18.9%	19.2%
Net charge-off % (annualized)	4.1%	1.3%	3.4%	2.8%

- (a) Off balance sheet portfolio owned by the QSPE and serviced by the Company
(b) On balance sheet portfolio. Charge-off levels will lag the balance growth.
(c) Consistent with securitization income, exclusive of the fair value adjustments, for the ABS facility.

(Dollars in Millions)	2009	2008	Change	%
Cost of goods sold	\$ 140.8	\$ 136.8	\$ 4.0	2.9
Product gross margin percentage	19.7%	21.9%		-2.2%

Product gross margin decreased as a percent of net product sales from the 2008 period to the 2009 period due to pricing pressures in retailing in general.

(Dollars in Millions)	2009	2008	Change	%
Cost of service parts sold	\$ 2.8	\$ 2.3	\$ 0.5	23.5
As a percent of service revenues	46.2%	41.3%		4.9%

This increase was due primarily to a 26.1% increase in parts sales. Parts sales also increased as a percentage of service revenues from 34.1% in the 2008 period to 39.0% in the 2009 period.

(Dollars in Millions)	2009	2008	Change	%
Selling, general and administrative expense	\$ 64.9	\$ 62.9	\$ 2.0	3.1
As a percent of total revenues	29.5%	28.8%		0.7%

The increase in SG&A expense was largely attributable to the addition of new stores since May 1, 2008, and related increases in employee and employee-related expenses and occupancy costs. SG&A expense increased as a percent of revenues, largely as a result of the general de-leveraging effect of the decline in same store sales in addition to increased expense related to the use of third-party finance programs, depreciation expense resulting from the new stores opened in the prior year and current remodel of existing stores and employee benefits, partially offset by lower advertising costs and reduced fuel expense.

(Dollars in Millions)	2009	2008	Change	%
Provision for bad debts	\$ 2.7	\$ 0.3	\$ 2.4	724.6
As a percent of total revenues	1.25%	0.15%		1.10%

The provision for bad debts on Other receivables and Customer receivables retained by us and not eligible to be transferred to the QSPE increased primarily as a result of an increase in the allowance for doubtful accounts of \$2.0 million due to the increase in the balance of receivables retained by us. Additionally, as a result of the increase in balances retained by us over the past three fiscal quarters, the amount charged off, net of recoveries, increased approximately \$0.4 million. See the notes to the financial statements for information regarding the performance of the credit portfolio.

(Dollars in Millions)	2009	2008	Change	%
Interest income (expense), net	\$ (942)	\$ 85	\$ (1,027)	(1,208.2)

The increase in interest expense was a result of interest incurred on our new revolving credit facility, which is funding the customer receivables being retained on our consolidated balance sheet. In addition, there was a decrease in interest income from invested funds as we used previously invested cash balances to fund growth in customer receivables.

(Dollars in Millions)	2009	2008	Change	%
Provision for income taxes	\$ 3.2	\$ 6.0	\$ (2.8)	(47.2)
As a percent of income before income taxes	39.0%	37.0%		0.0%

The provision for income taxes is consistent with the decrease in income before income taxes. The effective tax rate was higher during the 2009 period because taxes for the state of Texas are based on gross margin, which declined only 3.6%, as compared to Income before income taxes, which declined 49.9%.

Six Months Ended July 31, 2009 Compared to Six Months Ended July 31, 2008

(Dollars in Millions)	2009	2008	Change	%
Net sales	\$ 390.4	\$ 385.7	\$ 4.7	1.2
Finance charges and other	59.6	55.7	3.9	7.0
Net increase (decrease) in fair value	1.5	(4.3)	5.8	(134.9)
Revenues	\$ 451.5	\$ 437.1	\$ 14.4	3.3

The \$4.7 million increase in net sales consists of the following:

- a \$20.7 million increase generated by seven retail locations that were not open for the six months in each period;
- a \$18.3 million same store sales decrease of 4.9%;
- a \$1.4 million increase resulted from a decrease in discounts on extended-term promotional credit sales (those with terms longer than 12 months); and
- a \$0.9 million increase from an increase in service revenues.

The components of the \$4.7 million increase in net sales were a \$5.0 million increase in Product sales and a \$0.3 million decrease in service maintenance agreement commissions and service revenues. The \$5.0 million increase in product sales resulted from the following:

- approximately \$17.4 million increase attributable to increases in total unit sales, due primarily to increased sales in consumer electronics, furniture and mattresses, partially offset by a decline in lawn and garden equipment sales, and
- approximately \$12.4 million decrease attributable to an overall decrease in the average unit price. The decrease was due primarily to a decline in price points in the consumer electronics and track categories, as the average price of televisions in general declined and a change in the mix of products in the track resulted in a drop in the average price point.

The following table presents net sales by product category in each period, including service maintenance agreement commissions and service revenues, expressed both in dollar amounts (in thousands) and as a percent of total net sales. Classification of sales has been adjusted from previous presentations to ensure comparability between the categories.

Category	Six Months Ended July 31,						Percent Change
	2009		2008				
	Amount	Percent	Amount	Percent			
Consumer electronics	\$ 138,915	35.6 %	\$ 136,832	35.5 %	1.5 %	(1)	
Home appliances	119,608	30.6	116,102	30.1	3.0	(2)	
Track	44,674	11.4	46,269	12.0	(3.4)	(3)	
Furniture and mattresses	37,385	9.6	34,271	8.9	9.1	(4)	
Lawn and garden	10,984	2.8	12,702	3.3	(13.5)	(5)	
Delivery	6,220	1.6	6,346	1.6	(2.0)	(6)	
Other	2,420	0.6	2,629	0.7	(7.9)		
Total product sales	360,206	92.2	355,151	92.1	1.4		
Service maintenance agreement commissions	18,648	4.8	19,881	5.1	(6.2)	(7)	
Service revenues	11,596	3.0	10,680	2.8	8.6	(8)	
Total net sales	\$ 390,450	100.0 %	\$ 385,712	100.0 %	1.2 %		

- (1) This increase is due to continued consumer interest in LCD and plasma televisions, which offset declines in average selling prices and projection television unit sales.
- (2) The home appliance category increased, while the appliance market in general showed continued weakness, as increased sales of air conditioners and refrigerators offset declines in laundry and cooking. We also continued to benefit in our markets directly impacted by Hurricane Ike.
- (3) The decrease in track sales (consisting largely of computers, computer peripherals, video game equipment, portable electronics and small appliances) is driven primarily by lower desktop computer, camcorder and video game equipment, partially offset by higher DVD player and laptop computer sales and the addition of netbooks.
- (4) The increase in furniture and mattresses sales was driven by the impact of expanded brand offerings and improved in-store displays.
- (5) This category was impacted by lower lawn and garden sales as drought conditions continued in many of our markets.
- (6) This decrease is due to reduced deliveries as customers take advantage of the ability to carry out smaller flat-panel televisions
- (7) The service maintenance agreement commissions were impacted during the first three months of the year by a reduction in the percentage of sales being financed on our in-house credit programs. They were impacted during the second quarter by a reduced emphasis on this product while we completed a thorough review of the program offered to consumers and the training of our sales associates, in response to the Texas Attorney General's investigation. We expect sales in this area to trend towards our historical performance levels over time due to the enhancements made as a result of the review.
- (8) This increase is driven by an increase in the cost of parts used to repair higher-priced technology (flat-panel televisions, etc.).

(Dollars in Thousands)			Change	
	2009	2008	\$	%
Securitization income (including fair value adjustment)	\$ 35,745	\$ 38,821	(3,076)	(7.9)
Insurance commissions	9,702	10,996	(1,294)	(11.8)
Interest income and other	15,640	1,561	14,079	901.9
Finance charges and other	\$ 61,087	\$ 51,378	9,709	18.9

The decrease in Securitization income resulted primarily from reduction in the balances sold to our QSPE. As a result of reduced sales of new eligible customer receivables to the QSPE, gains (losses) on sales of receivables included in Securitization income declined to a loss of \$1.4 million for the six months ended July 31, 2009, from a gain of \$15.4 million for the six months ended July 31, 2008. Partially offsetting the decrease was a \$1.5 million increase in the non-cash fair value adjustment to our Interests in securitized assets, as compared to a \$4.3 million decrease in the prior year period. Additionally, because of the higher discount rate assumption used in our fair value calculation since July 31, 2008, Interest earned on our retained interest included in Securitization income has increased to \$23.0 million for the six months ended July 31, from \$14.8 million in the prior year.

Insurance commissions have declined due to lower retrospective commissions, which were negatively impacted by higher claims filings due to Hurricanes Gustav and Ike, and lower interest earnings on funds held by the insurance company for the payment of claims.

Interest income and other increased \$14.1 million due to an increase in the balance of customer receivables that are being retained on-balance sheet to a balance of \$200.0 million at July 31, 2009, from \$8.6 million in the prior year.

The following table provides key portfolio performance information for the six months ended July 31, 2009 and 2008:

	2009			2008
	ABS (a)	Owned (b)	Total	Total
	(Dollars in thousands)			
Interest income and fees	\$ 54,398	\$ 15,394	\$ 69,792	\$ 64,101
Net charge-offs	(11,092)	-	(11,092)	(9,725)
Borrowing costs	(9,043)	-	(9,043)	(10,852)
Amounts included in Finance charges and other	34,263	15,394	49,657	43,524
Net charge-offs in Provision for bad debts	-	(913)	(913)	(366)
Borrowing costs	-	(1,523)	(1,523)	-
Net portfolio yield (c)	\$ 34,263	\$ 12,958	\$ 47,221	\$ 43,158
Average portfolio balance	\$ 593,048	\$ 150,370	\$ 743,418	\$ 672,462
Portfolio yield % (annualized)	18.3%	20.5%	18.8%	19.1%
Net charge-off % (annualized)	3.7%	1.2%	3.2%	3.0%

- (a) Off balance sheet portfolio owned by the QSPE and serviced by the Company
- (b) On balance sheet portfolio. Charge-off levels will lag the balance growth.
- (c) Consistent with securitization income, exclusive of the fair value adjustments, for the ABS facility.

(Dollars in Millions)	2009	2008	Change	
Cost of goods sold	\$ 286.6	\$ 275.8	\$ 10.8	3.9%
Product gross margin percentage	20.4%	22.3%		-1.9%

Product gross margin decreased as a percent of net product sales from the 2008 period to the 2009 period due to pricing pressures in retailing in general.

(Dollars in Millions)	2009	2008	Change	
Cost of service parts sold	\$ 5.4	\$ 4.6	\$ 0.8	17.3%
As a percent of service revenues	46.4%	43.0%		3.4%

This increase was due primarily to a 30.1% increase in parts sales. Parts sales also increased as a percentage of service revenues from 32.7% in the 2008 period to 39.2% in the 2009 period.

(Dollars in Millions)	2009	2008	Change	
Selling, general and administrative expense	\$ 127.5	\$ 123.3	\$ 4.2	3.4%
As a percent of total revenues	28.2%	28.2%		0.0%

The increase in SG&A expense was largely attributable to the addition of new stores since February 1, 2008, and related increases in employee and employee-related expenses, partially offset by lower advertising expense and reduced fuel expense. SG&A expense remained constant as a percent of revenues, primarily due to the positive impact of the fair value adjustments related to our Interests in securitized assets on Total revenues, which accounted for an approximately 40 basis point decrease. This decrease was offset by the increase in expenses related to the opening of new stores and the general de-leveraging effect of the decline in same store sales.

(Dollars in Millions)	2009	2008	Change	
Provision for bad debts	\$ 4.1	\$ 0.6	\$ 3.5	590.2%
As a percent of total revenues	0.92%	0.14%		0.78%

The provision for bad debts on Other receivables and Customer receivables retained by us and not eligible to be transferred to the QSPE increased primarily as a result of an increase in the allowance for doubtful accounts of \$2.8 million due to the increase in the balance of receivables retained by us. Additionally, as a result of the increase in balances retained by us over the past three fiscal quarters, the amount charged off, net of recoveries, increased approximately \$0.5 million. See the notes to the financial statements for information regarding the performance of the credit portfolio.

(Dollars in Millions)	2009	2008	Change	
Interest income (expense), net	\$ (1,528)	\$ 100	\$ (1,628)	(1,628.0%)

The increase in interest expense was a result of interest incurred on our new revolving credit facility, which is funding the customer receivables being retained on our consolidated balance sheet. In addition, there was a decrease in interest income from invested funds as we used previously invested cash balances to fund growth in customer receivables.

(Dollars in Millions)	2009	2008	Change	
Provision for income taxes	\$ 9.9	\$ 12.0	\$ (2.1)	(17.3%)
As a percent of income before income taxes	37.6%	36.5%		0.5%

The provision for income taxes is consistent with the decrease in income before income taxes. The effective tax rate was higher during the 2009 period because taxes for the state of Texas are based on gross margin, which increased by 1.8%, as compared to Income before income taxes, which declined 19.5%.

Liquidity and Capital Resources

Current Activities

We require capital to finance our growth as we add new stores and markets to our operations, which in turn requires additional working capital for increased receivables and inventory. We have historically financed our operations through a combination of cash flow generated from operations and external borrowings, including primarily bank debt, extended terms provided by our vendors for inventory purchases, acquisition of inventory under consignment arrangements and transfers of receivables to our asset-backed securitization facilities.

As of July 31, 2009, we had additional borrowing capacity of \$38.3 million under our revolving credit facility, net of standby letters of credit issued, and \$10.0 million under our unsecured bank line of credit immediately available to us for general corporate purposes and extended vendor terms for purchases of inventory. In addition to the \$38.3 million currently available under the revolving credit facility, an additional \$19.9 million may become available as we grow the balance of eligible customer receivables retained by us and total eligible inventory balances. One of the banks in the revolving credit facility had capital ratios below those prescribed by federal regulators and was acquired by Banco Bilbao Vizcaya Argentaria on August 21, 2009. At August 18, 2009, there was approximately \$5.8 million of remaining capacity under the bank's commitment in our revolving credit facility and we do not know what, if any, impact there will be on our ability to borrow those amounts. The principal payments received on receivables held by us and by the QSPE, which averaged approximately \$37 million per month during the six months ended July 31, 2009, will also be available each month to fund new receivables generated. The weighted average interest rate on borrowings outstanding under the revolving credit facility at July 31, 2009 was 3.6%, including the interest expense associated with our interest rate swaps. In addition to the amounts available under our revolving credit facilities, as a result of the QSPE's pay off of the balance on its \$100 million 364-day financing facility in August 2009, there is approximately \$10 million of excess collateral held by the QSPE that will result in cash flow to us as the receivables are collected.

During the six months ended July 31, 2009, our QSPE reduced its receivable portfolio by \$99.8 million and paid off \$92.5 million in outstanding borrowings, while we borrowed \$67.2 million to finance a \$92.2 million increase in customer receivables on balance sheet. As a result, the combined borrowings of the Company and the QSPE declined \$25.3 million, leaving that capacity available for future growth under our revolving credit facility.

A summary of the significant financial covenants that govern our revolving credit facility compared to our actual compliance status at July 31, 2009, is presented below:

	Actual	Required Minimum/ Maximum
Fixed charge coverage ratio must exceed required minimum	1.62 to 1.00	1.30 to 1.00
Leverage ratio must be lower than required maximum	3.28 to 1.00	3.75 to 1.00
Cash recovery percentage must exceed required minimum	5.09%	4.75%
Capital expenditures, net must be lower than required maximum	\$13.3 million	\$22.0 million

Note: All terms in the above table are defined by the revolving credit facility and may or may not agree directly to the financial statement captions in this document. The covenants are calculated on a trailing four quarter basis.

We will continue to finance our operations and future growth through a combination of cash flow generated from operations and external borrowings, including primarily bank debt, extended vendor terms for purchases of inventory, acquisition of inventory under consignment arrangements and the QSPE's asset-backed securitization facilities. Based on our current operating plans, we believe that cash generated from operations, available borrowings under our revolving credit facility and unsecured credit line, extended vendor terms for purchases of inventory, acquisition of inventory under consignment arrangements and cash flows from the QSPE's asset-backed securitization program will be sufficient to fund our operations, store expansion and updating activities and capital programs for at least 12 months.

However, there are several factors that could decrease cash available, including:

- reduced demand or margins for our products;
- more stringent vendor terms on our inventory purchases;
- loss of ability to acquire inventory on consignment;
- increases in product cost that we may not be able to pass on to our customers;
- reductions in product pricing due to competitor promotional activities;
- changes in inventory requirements based on longer delivery times of the manufacturers or other requirements which would negatively impact our delivery and distribution capabilities;
- increases in the retained portion of our receivables portfolio under our current QSPE's asset-backed securitization program as a result of changes in performance or types of receivables sold (promotional versus non-promotional and primary versus secondary portfolio), or as a result of a change in the mix of funding sources available to the QSPE, requiring higher collateral levels, or limitations on the ability of the QSPE to obtain financing through its commercial paper-based funding sources;
- reduced availability under our revolving credit facility as a result of borrowing base requirements and the impact on the borrowing base calculation of changes in the performance or eligibility of the receivables financed by that facility;
- reduced availability under our revolving credit facility or the QSPE's financing facilities as a result of the inability of any of the financial institutions providing those facilities to fund their commitment,
- reductions in the capacity or inability to expand the capacity available for financing our receivables portfolio under existing or replacement QSPE asset-backed securitization programs or a requirement that we retain a higher percentage of the credit portfolio under such programs;
- increases in borrowing costs (interest and administrative fees relative to our receivables portfolio associated with the funding of our receivables);
- increases in personnel costs or other costs for us to stay competitive in our markets; and
- the inability of our QSPE to renew all or a portion of its current variable funding note facility at its annual maturity date.

If necessary, in addition to available cash balances, cash flow from operations and borrowing capacity under our revolving facilities, additional cash to fund our growth and increases in receivables balances could be obtained by:

- reducing capital expenditures for new store openings,
- taking advantage of longer payment terms and financing available for inventory purchases,
- utilizing other sources for providing financing to our customers,
- negotiating to expand the capacity available under existing credit facilities, and
- accessing equity or debt markets.

During the six months ended July 31, 2009, net cash provided by operating activities decreased from \$46.2 million provided by operating activities during the six months ended July 31, 2008, to \$67.4 million used in the six months ended July 31, 2009. Operating cash flows for the current period were impacted primarily by the \$92.2 million increase in customer accounts receivable retained on our consolidated balance sheet. The prior period benefitted from an increase in accounts payable balances, due to the timing of inventory purchases and taking advantage of payment terms available from our vendors, and improved funding rates on the sold receivables portfolio, as the QSPE paid off the 2002 Series B bonds. Prior to August 2008, virtually all customer accounts receivable were sold to and funded by our QSPE, resulting in the net cash flow activity from these transactions being reported in cash flows from operating activities. However, the cash flows are different for customer accounts receivable retained by us and financed through our revolving credit facility, with the increase in the accounts receivable balance being reflected as a use of operating cash flows, and borrowings under our revolving credit facility to finance the customer receivables being reflected as financing cash flows. As a result, we expect, as we continue to grow the balance of customer accounts receivable retained by us, the growth will result in a reduction of operating cash flows and an increase in financing cash flows. As a result of the pay off of the \$100 million 364-day commitment by the QSPE during August 2009, we expect to slow the growth of receivables on the balance sheet as more cash flow from the QSPE will be available to purchase new receivables.

As noted above, we offer promotional credit programs to certain customers that provide for "same as cash" or deferred interest interest-free periods of varying terms, generally three, six, 12, 18, 24 and 36 months, and require monthly payments beginning in the month after the sale. The various "same as cash" promotional accounts and deferred interest program accounts are eligible for securitization up to the limits provided for in our securitization agreements. This limit is currently 30.0% of eligible securitized receivables. If we exceed this 30.0% limit, we would be required to use some of our other capital resources to carry the unfunded balances of the receivables for the promotional period. The percentage of eligible securitized receivables represented by promotional receivables was 12.9% as of July 31, 2009. There is no limitation on the amount of "same as cash" or deferred interest program accounts that can be carried as collateral under the revolving credit facility. The percentage of all managed receivables represented by promotional receivables was 18.5% and 14.9% as of July 31, 2008 and 2009, respectively. The weighted average promotional period was 15.8 months and 10.1 months for all promotional receivables outstanding as of July 31, 2008 and 2009, respectively. The weighted average remaining term on those same promotional receivables was 10.9 months and 7.8 months as of July 31, 2008 and 2009, respectively. While overall these promotional receivables have a much shorter weighted average term than non-promotional receivables, we receive less income on these receivables, resulting in a reduction of the net interest margin on those receivables.

Net cash used in investing activities decreased from \$10.8 million used in the fiscal 2009 period to \$6.7 million used in the fiscal 2010 period. The net decrease in cash used in investing activities resulted primarily from a decline in purchases of property and equipment in the current year period. We estimate that our total capital expenditures for fiscal 2010 will be approximately \$13 million to \$18 million.

Net cash from financing activities increased from \$0.3 million provided during the three months ended July 31, 2008, to \$67.2 million provided during the three months ended July 31, 2009. The increase was driven primarily by draws on our revolving credit facility to fund the growth of customer accounts receivable on our balance sheet, as the QSPE used cash flows from receivable collections to pay down amounts owed under its financing facilities. Until its next debt maturity, the QSPE's cash flows from collections on receivables held by it will be available to purchase new receivables. As a result, we expect the rate of growth of receivables on balance sheet to slow from the pace experienced during the past 12 months.

Off-Balance Sheet Financing Arrangements

Since we extend credit in connection with a large portion of our retail, service maintenance and credit insurance sales, we have created a qualified special purpose entity, which we refer to as the QSPE or the issuer, to purchase eligible customer receivables from us and to issue medium-term and variable funding notes secured by the receivables to third parties to obtain cash for these purchases. We sell receivables, consisting of retail installment contracts and revolving accounts extended to our customers, to the issuer in exchange for cash and subordinated, unsecured promissory notes. To finance its acquisition of these receivables, the issuer has issued the notes and bonds described below to third parties. The unsecured promissory notes issued to us are subordinate to these third party notes and bonds.

At July 31, 2009, the issuer had issued two series of notes and bonds: the 2002 Series A variable funding note with a total capacity of \$300 million and three classes of 2006 Series A bonds with an aggregate amount outstanding of \$150 million, of which \$6.0 million was required to be placed in a restricted cash account for the benefit of the bondholders. The 2002 Series A variable funding note is composed of a \$100 million 364-day tranche, and a \$200 million tranche that is annually renewable, at our option until September 2012. The \$100 million 364-day tranche matured in August 2009, and was not renewed. There were no borrowings outstanding under the commitment at the time it expired. If the net portfolio yield, as defined by agreements, falls below 5.0%, then the issuer may be required to fund additions to the cash reserves in the restricted cash accounts. The net portfolio yield was 7.1% at July 31, 2009. Private institutional investors, primarily insurance companies, purchased the 2006 Series A bonds at a weighted fixed rate of 5.75%. The 2006 Series A bonds begin a 20-month amortization of the principal balance in September 2010, with interest-only payments required monthly until that time. The weighted average interest on the variable funding note during the month of July 2009 was 3.8%. On April 28, 2009, one of the banks supporting the commercial paper that funds the variable funding note was downgraded by one of the nationally recognized rating agencies. As a result, we have seen the QSPE's borrowing costs increase and expect the increase to continue until such time, if ever, that the bank's previous rating is reinstated. At this time we do not expect the downgrade to impact the bank's ability to meet its funding obligations to the QSPE. However, we are currently experiencing an increase in the weighted average interest rate on the variable funding note between 50 and 65 basis points as a result of the downgrade.

We continue to service the sold accounts for the QSPE, and we receive a monthly servicing fee, so long as we act as servicer, in an amount equal to .25% multiplied by the average aggregate principal amount of receivables serviced, including the amount of average aggregate defaulted receivables. The issuer records revenues equal to the interest charged to the customer on the receivables less losses, the cost of funds, the program administration fees paid in connection with either the 2002 Series A or 2006 Series A bond holders, the servicing fee and additional earnings to the extent they are available.

Currently the 2002 Series A variable funding note permits the issuer to borrow funds up to \$200 million to purchase receivables from us or make principal payments on other bonds, thereby functioning as a "basket" to accumulate receivables. As issuer borrowings under the 2002 Series A variable funding note approach the total commitment, the issuer is required to request an increase in the 2002 Series A amount or issue a new series of bonds and use the proceeds to pay down the then outstanding balance of the 2002 Series A variable funding note, so that the basket will once again become available to accumulate new receivables or meet other obligations required under the transaction documents. Given the current state of the securitization market, the QSPE has been unable to issue medium-term notes or increase the availability under the variable funding note program. As of July 31, 2009, borrowings under the 2002 Series A variable funding note were \$210.0 million and currently total \$200.0 million as of August 27, 2009.

We are not directly liable to the lenders under the asset-backed securitization facility. If the issuer is unable to repay the 2002 Series A note and 2006 Series A bonds due to its inability to collect the sold customer accounts, the issuer could not pay the subordinated notes it has issued to us in partial payment for sold customer accounts, and the 2006 Series A bond holders could claim the balance in its \$6.0 million restricted cash account. We are responsible under a \$20.0 million letter of credit that secures the performance of our obligations or services under the servicing agreement as it relates to the transferred assets that are part of the asset-backed securitization facility.

The issuer is subject to certain affirmative and negative covenants contained in the transaction documents governing the 2002 Series A variable funding note and 2006 Series A bonds, including covenants that restrict, subject to specified exceptions: the incurrence of non-permitted indebtedness and other obligations and the granting of additional liens; mergers, acquisitions, investments and disposition of assets; and the use of proceeds of the program. The issuer also makes representations and warranties relating to compliance with certain laws, payment of taxes, maintenance of its separate legal entity, preservation of its existence, protection of collateral and financial reporting. In addition, the program requires the issuer to maintain a minimum net worth.

A summary of the significant financial covenants that govern the 2002 Series A variable funding note compared to actual compliance status at July 31, 2009, is presented below:

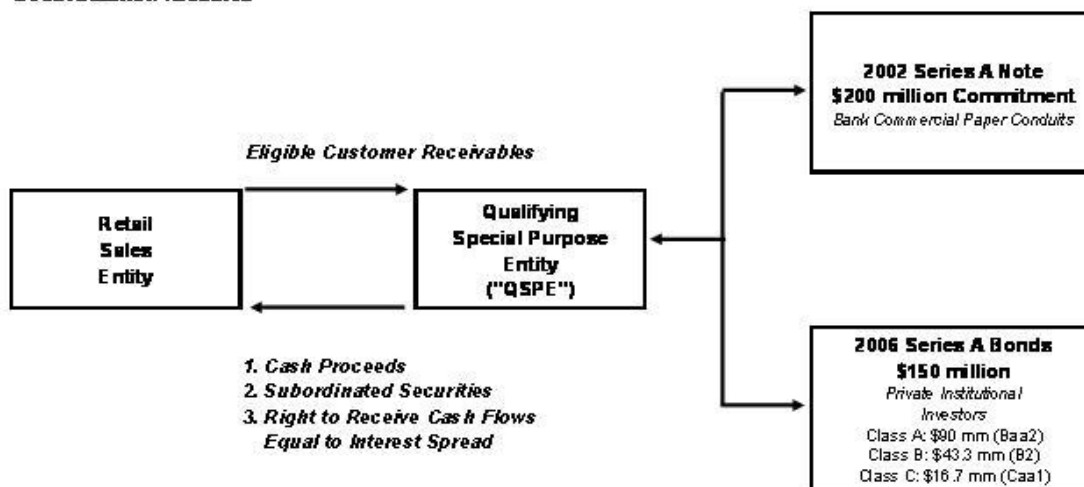
- (a) Calculated for those receivables sold to the QSPE.
- (b) Calculated for the total of receivables sold to the QSPE and those retained by the Company.

	As reported	Required Minimum/Maximum
Issuer interest must exceed required minimum	\$99.4 million	\$87.4 million
Gross loss rate must be lower than required maximum (a)	5.1%	10.0%
Serviced portfolio gross loss rate must be lower than required maximum (b)	4.3%	10.0%
Net portfolio yield must exceed required minimum (a)	7.1%	2.0%
Serviced portfolio net portfolio yield must exceed required minimum (b)	9.5%	2.0%
Payment rate must exceed required minimum (a)	6.0%	3.0%
Serviced portfolio payment rate must exceed required minimum (a)	5.09%	4.75%
Consolidated net worth must exceed required minimum	\$363.6 million	\$251.8 million

Note: All terms in the above table are defined by the asset backed securitization program and may or may not agree directly to the financial statement captions in this document.

Events of default under the 2002 Series A variable funding note and the 2006 Series A bonds, subject to grace periods and notice provisions in some circumstances, include, among others: failure of the issuer to pay principal, interest or fees; violation by the issuer of any of its covenants or agreements; inaccuracy of any representation or warranty made by the issuer; certain servicer defaults; failure of the trustee to have a valid and perfected first priority security interest in the collateral; default under or acceleration of certain other indebtedness; bankruptcy and insolvency events; failure to maintain certain loss ratios and portfolio yield; change of control provisions and certain other events pertaining to us. The issuer's obligations under the program are secured by the receivables and proceeds.

We finance a portion of our eligible customer receivables through asset-backed securitization facilities



Both the revolving credit facility and the asset-backed securitization program are significant factors relative to our ongoing liquidity and our ability to meet the cash needs associated with the growth of our business. Our inability to use either of these programs because of a failure to comply with their covenants would adversely affect our continued growth. Funding of current and future receivables under the QSPE's asset-backed securitization program can be adversely affected if we exceed certain predetermined levels of re-aged receivables, size of the secondary portfolio, the amount of promotional receivables, write-offs, bankruptcies or other ineligible receivable amounts. If the funding under the QSPE's asset-backed securitization program was reduced or terminated, we would have to draw down our revolving credit facility more quickly than we have estimated.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest rates under the QSPE's variable funding note facility are variable and are determined based on the commercial paper rate plus a spread of 2.50%. Accordingly, changes in the prime rate, the commercial paper rate or LIBOR, which are affected by changes in interest rates generally, will affect the interest rate on, and therefore our costs under, these credit facilities. Additionally, changes in the credit ratings of our commercial paper facility providers could affect the interest rate on the commercial paper they issue, and therefore our borrowing costs. We are also exposed to interest rate risk through the interest-only strip we receive from our sales of receivables to the QSPE, due to rate variability under the QSPE's variable funding note discussed above. Since January 31, 2009, our interest rate sensitivity has decreased on the interest-only strip as the variable rate portion of the QSPE's debt has decreased from \$292.5 million, or 66.1% of its total debt, to \$210.0 million, or 58.3% of its total debt. As a result, a 100 basis point increase in interest rates on the variable rate debt would increase borrowing costs of the QSPE by \$2.1 million over a 12-month period, based on the balance outstanding at July 31, 2009.

Interest rates under our revolving credit facility are variable and are determined, at our option, as the base rate, which is the prime rate plus the base rate margin, which ranges from 0.25% to 0.75%, or LIBOR plus the LIBOR margin, which ranges from 2.25% to 2.75%. At July 31, 2009, there was \$130.1 million outstanding under this facility. On March 31, 2009, we entered into interest rate swaps with notional amounts totaling \$30.0 million to fix the rate on a portion of these balances and on June 23, 2009 we entered into an additional \$10.0 million of interest rate swaps to fix the rate on a portion of the balances. As a result, a 100 basis point increase in interest rates on the revolving credit facility would increase our borrowing costs by \$0.9 million over a 12-month period, based on the balance outstanding at July 31, 2009, after considering the impact of the interest rate swaps.

Item 4. Controls and Procedures

Based on management's evaluation (with the participation of our Chief Executive Officer (CEO) and Chief Financial Officer (CFO)), as of the end of the period covered by this report, our CEO and CFO have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)), are effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and is accumulated and communicated to management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

For the quarter ended July 31, 2009, there have been no changes in our internal controls over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934) that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

We are involved in routine litigation and claims incidental to our business from time to time. Currently, we do not expect the outcome of any of this routine litigation to have a material effect on our financial condition, results of operations or cash flows. However, the results of these proceedings cannot be predicted with certainty, and changes in facts and circumstances could impact our estimate of reserves for litigation.

Texas Attorney General Proceeding. On May 28, 2009, the Texas Attorney General filed suit against us in Texas state District Court of Harris County, Texas, alleging that we engaged in unlawful and deceptive practices in violation of the Texas Deceptive Trade Practices-Consumer Protection Act. The Attorney General alleges, among other things, that we failed to honor product maintenance and replacement agreements, misled customers about the nature of our product maintenance and replacement arrangements, and engaged in false advertising with respect to our product maintenance and replacement agreements. The Attorney General sought injunctive relief, civil penalties of up to \$20,000 per violation, as well as \$250,000 if our conduct financially harmed persons aged 65 or older, restoration of any losses suffered by certain identifiable persons, attorneys' fees and costs, the disgorgement of all sums taken from consumers, and pre-judgment and post-judgment interest, as provided by law. While we cannot predict at this time what the possible outcome would be of any resolution or court proceeding, we are reviewing these claims and plan to cooperate with the Texas Attorney General to resolve any potential issues.

Item 1A. Risk Factors

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended January 31, 2009, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

The lawsuit filed against us by the Texas Attorney General seeks material civil penalties and other damages. The costs we incur in defending ourselves or associated with settling this lawsuit, as well as a material final judgment or decree against us, could materially adversely affect our results of operations, stock price and financial position.

Recently, the Texas Attorney General filed a lawsuit against us alleging violations of the Texas Deceptive Trade Practices-Consumer Protection Act regarding our service maintenance and product replacement agreement business activities. The Attorney General alleges, among other things, that we failed to honor product maintenance and replacement agreements, misled customers about the nature of our product maintenance and replacement arrangements, and engaged in false advertising with respect to our product maintenance and replacement agreements. If we are found liable, we could be required to pay substantial damages or incur substantial costs as part of an out-of-court settlement, either of which could have a material adverse effect in our results of operations and stock price. Additionally, if we are found liable, the funding we receive under our revolving credit facility and the QSPE's financing facilities could be negatively impacted. As a result, pay down of the various financing facilities may be required, which could have a material adverse effect on our financial position and ability to fund our operations.

Adverse or negative publicity, including the publicity related to the lawsuit filed against us by the Texas Attorney General, could cause our business to suffer.

An adverse judgment or settlement in the lawsuit filed against us by the Texas Attorney General or any negative publicity associated with our service maintenance and replacement program agreements could also adversely affect our reputation and negatively impact our sales.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 4. Submission of Matters to a Vote of Security Holders

At the Annual Meeting of Stockholders held on June 2, 2009, the following proposals were submitted to stockholders with the following results:

2. Election of ten directors

	Number of Shares	
	For	Withheld
Marvin D. Brailsford	21,092,330	297,712
Thomas J. Frank, Sr.	20,920,287	469,755
Timothy L. Frank	20,927,736	462,306
Jon E. M. Jacoby	20,275,606	1,114,436
Bob L. Martin	15,040,926	6,349,116
Douglas H. Martin	20,919,371	470,671
Dr. William C. Nylín, Jr.	20,919,998	470,044
Scott L. Thompson	21,038,859	351,183
William T. Trawick	20,605,671	784,371
Theodore M. Wright	21,052,858	296,810

3. Approval of the Audit Committee's appointment of Ernst & Young, LLP as our independent public accountants for the fiscal year ending January 31, 2010.

	Number of Shares
For	21,347,466
Against	39,984
Abstain	2,592
Broker Nonvotes	-

Item 5. Other Information

There have been no material changes to the procedures by which security holders may recommend nominees to our board of directors since we last provided disclosure in response to the requirements of Item 7(d)(2)(ii)(G) of Schedule 14A.

Item 6. Exhibits

The exhibits required to be furnished pursuant to Item 6 of Form 10-Q are listed in the Exhibit Index filed herewith, which Exhibit Index is incorporated herein by reference.

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 thereunto duly authorized.

CONN'S, INC.

By: /s/ Michael J. Poppe
Michael J. Poppe
Chief Financial Officer
*(Principal Financial Officer and duly
authorized to sign this report on behalf
of the registrant)*

Date: August 27, 2009

INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>
2	Agreement and Plan of Merger dated January 15, 2003, by and among Conn's, Inc., Conn Appliances, Inc. and Conn's Merger Sub, Inc. (incorporated herein by reference to Exhibit 2 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).
3.1	Certificate of Incorporation of Conn's, Inc. (incorporated herein by reference to Exhibit 3.1 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).
3.1.1	Certificate of Amendment to the Certificate of Incorporation of Conn's, Inc. dated June 3, 2004 (incorporated herein by reference to Exhibit 3.1.1 to Conn's, Inc. Form 10-Q for the quarterly period ended April 30, 2004 (File No. 000-50421) as filed with the Securities and Exchange Commission on June 7, 2004).
3.2	Amended and Restated Bylaws of Conn's, Inc. effective as of June 3, 2008 (incorporated herein by reference to Exhibit 3.2.3 to Conn's, Inc. Form 10-Q for the quarterly period ended April 30, 2008 (File No. 000-50421) as filed with the Securities and Exchange Commission on June 4, 2008).
4.1	Specimen of certificate for shares of Conn's, Inc.'s common stock (incorporated herein by reference to Exhibit 4.1 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on October 29, 2003).
10.1	Amended and Restated 2003 Incentive Stock Option Plan (incorporated herein by reference to Exhibit 10.1 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003). [†]
10.1.1	Amendment to the Conn's, Inc. Amended and Restated 2003 Incentive Stock Option Plan (incorporated herein by reference to Exhibit 10.1.1 to Conn's Form 10-Q for the quarterly period ended April 30, 2004 (File No. 000-50421) as filed with the Securities and Exchange Commission on June 7, 2004). [†]
10.1.2	Form of Stock Option Agreement (incorporated herein by reference to Exhibit 10.1.2 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2005 (File No. 000-50421) as filed with the Securities and Exchange Commission on April 5, 2005). [†]
10.2	2003 Non-Employee Director Stock Option Plan (incorporated herein by reference to Exhibit 10.2 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003). [†]
10.2.1	Form of Stock Option Agreement (incorporated herein by reference to Exhibit 10.2.1 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2005 (File No. 000-50421) as filed with the Securities and Exchange Commission on April 5, 2005). [†]
10.3	Employee Stock Purchase Plan (incorporated herein by reference to Exhibit 10.3 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003). [†]
10.4	Conn's 401(k) Retirement Savings Plan (incorporated herein by reference to Exhibit 10.4 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003). [†]

- 10.5 Shopping Center Lease Agreement dated May 3, 2000, by and between Beaumont Development Group, L.P. f/k/a Fiesta Mart, Inc., as Lessor, and CAI, L.P., as Lessee, for the property located at 3295 College Street, Suite A, Beaumont, Texas (incorporated herein by reference to Exhibit 10.5 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).
- 10.5.1 First Amendment to Shopping Center Lease Agreement dated September 11, 2001, by and among Beaumont Development Group, L.P. f/k/a Fiesta Mart, Inc., as Lessor, and CAI, L.P., as Lessee, for the property located at 3295 College Street, Suite A, Beaumont, Texas (incorporated herein by reference to Exhibit 10.5.1 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).
- 10.6 Industrial Real Estate Lease dated June 16, 2000, by and between American National Insurance Company, as Lessor, and CAI, L.P., as Lessee, for the property located at 8550-A Market Street, Houston, Texas (incorporated herein by reference to Exhibit 10.6 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).
- 10.6.1 First Renewal of Lease dated November 24, 2004, by and between American National Insurance Company, as Lessor, and CAI, L.P., as Lessee, for the property located at 8550-A Market Street, Houston, Texas (incorporated herein by reference to Exhibit 10.6.1 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2005 (File No. 000-50421) as filed with the Securities and Exchange Commission on April 5, 2005).
- 10.7 Lease Agreement dated December 5, 2000, by and between Prologis Development Services, Inc., f/k/a The Northwestern Mutual Life Insurance Company, as Lessor, and CAI, L.P., as Lessee, for the property located at 4810 Eisenhower Road, Suite 240, San Antonio, Texas (incorporated herein by reference to Exhibit 10.7 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).
- 10.7.1 Lease Amendment No. 1 dated November 2, 2001, by and between Prologis Development Services, Inc., f/k/a The Northwestern Mutual Life Insurance Company, as Lessor, and CAI, L.P., as Lessee, for the property located at 4810 Eisenhower Road, Suite 240, San Antonio, Texas (incorporated herein by reference to Exhibit 10.7.1 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).
- 10.8 Lease Agreement dated June 24, 2005, by and between Cabot Properties, Inc. as Lessor, and CAI, L.P., as Lessee, for the property located at 1132 Valwood Parkway, Carrollton, Texas (incorporated herein by reference to Exhibit 99.1 to Conn's, Inc. Current Report on Form 8-K (file no. 000-50421) as filed with the Securities and Exchange Commission on June 29, 2005).
- 10.9 Loan and Security Agreement dated August 14, 2008, by and among Conn's, Inc. and the Borrowers thereunder, the Lenders party thereto, Bank of America, N.A, a national banking association, as Administrative Agent and Joint Book Runner for the Lenders, referred to as Agent, JPMorgan Chase Bank, National Association, as Syndication Agent and Joint Book Runner for the Lenders, and Capital One, N.A., as Co-Documentation Agent (incorporated herein by reference to Exhibit 99.1 to Conn's Inc. Current Report on Form 8-K (File No. 000-50421) as filed with the Securities and Exchange Commission on August 20,2008).
- 10.9.1 Intercreditor Agreement dated August 14, 2008, by and among Bank of America, N.A., as the ABL Agent, Wells Fargo Bank, National Association, as Securitization Trustee, Conn Appliances, Inc. as the Initial Servicer, Conn Credit Corporation, Inc., as a borrower, Conn Credit I, L.P., as a borrower and Bank of America, N.A., as Collateral Agent (incorporated herein by reference to Exhibit 99.5 to Conn's Inc. Current Report on Form 8-K (File No. 000-50421) as filed with the Securities and Exchange Commission on August 20,2008).

- 10.10 Receivables Purchase Agreement dated September 1, 2002, by and among Conn Funding II, L.P., as Purchaser, Conn Appliances, Inc. and CAI, L.P., collectively as Originator and Seller, and Conn Funding I, L.P., as Initial Seller (incorporated herein by reference to Exhibit 10.10 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).
- 10.10.1 First Amendment to Receivables Purchase Agreement dated August 1, 2006, by and among Conn Funding II, L.P., as Purchaser, Conn Appliances, Inc. and CAI, L.P., collectively as Originator and Seller (incorporated herein by reference to Exhibit 10.10.1 to Conn's, Inc. Form 10-Q for the quarterly period ended July 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on September 15, 2006).
- 10.11 Base Indenture dated September 1, 2002, by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank Minnesota, National Association, as Trustee (incorporated herein by reference to Exhibit 10.11 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).
- 10.11.1 First Supplemental Indenture dated October 29, 2004 by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 99.1 to Conn's, Inc. Current Report on Form 8-K (File No. 000-50421) as filed with the Securities and Exchange Commission on November 4, 2004).
- 10.11.2 Second Supplemental Indenture dated August 1, 2006 by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 99.1 to Conn's, Inc. Current Report on Form 8-K (File No. 000-50421) as filed with the Securities and Exchange Commission on August 23, 2006).
- 10.11.3 Fourth Supplemental Indenture dated August 14, 2008 by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 99.4 to Conn's, Inc. Current Report on Form 8-K (File No. 000-50421) as filed with the Securities and Exchange Commission on August 20, 2008).
- 10.12 Amended and Restated Series 2002-A Supplement dated September 10, 2007, by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 99.2 to Conn's, Inc. Current Report on Form 8-K (File No. 000-50421) as filed with the Securities and Exchange Commission on September 11, 2007).
- 10.12.1 Supplement No. 1 to Amended and Restated Series 2002-A Supplement dated August 14, 2008, by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 99.2 to Conn's, Inc. Current Report on Form 8-K (File No. 000-50421) as filed with the Securities and Exchange Commission on August 20, 2008).
- 10.12.2 Amended and Restated Note Purchase Agreement dated September 10, 2007 by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 99.3 to Conn's, Inc. Current Report on Form 8-K (File No. 000-50421) as filed with the Securities and Exchange Commission on September 11, 2007).
- 10.12.3 Second Amended and Restated Note Purchase Agreement dated August 14, 2008 by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 99.3 to Conn's, Inc. Current Report on Form 8-K (File No. 000-50421) as filed with the Securities and Exchange Commission on August 20, 2008).
- 10.12.4 Amendment No. 1 to Second Amended and Restated Note Purchase Agreement dated August 28, 2008 by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 10.12.4 to Conn's, Inc. Form 10-Q for the quarterly period ended July 31, 2008 (File No. 000-50421) as filed with the Securities and Exchange Commission on August 28, 2008).

- 10.12.5 Amendment No. 2 to Second Amended and Restated Note Purchase Agreement dated August 10, 2009 by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank, National Association, as Trustee (filed herewith).
- 10.13 Servicing Agreement dated September 1, 2002, by and among Conn Funding II, L.P., as Issuer, CAI, L.P., as Servicer, and Wells Fargo Bank Minnesota, National Association, as Trustee (incorporated herein by reference to Exhibit 10.14 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).
- 10.13.1 First Amendment to Servicing Agreement dated June 24, 2005, by and among Conn Funding II, L.P., as Issuer, CAI, L.P., as Servicer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 10.14.1 to Conn's, Inc. Form 10-Q for the quarterly period ended July 31, 2005 (File No. 000-50421) as filed with the Securities and Exchange Commission on August 30, 2005).
- 10.13.2 Second Amendment to Servicing Agreement dated November 28, 2005, by and among Conn Funding II, L.P., as 10.14.2 Issuer, CAI, L.P., as Servicer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 10.14.2 to Conn's, Inc. Form 10-Q for the quarterly period ended October 31, 2005 (File No. 000-50421) as filed with the Securities and Exchange Commission on December 1, 2005).
- 10.13.3 Third Amendment to Servicing Agreement dated May 16, 2006, by and among Conn Funding II, L.P., as Issuer, CAI, L.P., as Servicer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 10.14.3 to Conn's, Inc. Form 10-Q for the quarterly period ended July 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on September 15, 2006).
- 10.13.4 Fourth Amendment to Servicing Agreement dated August 1, 2006, by and among Conn Funding II, L.P., as Issuer, CAI, L.P., as Servicer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 10.14.4 to Conn's, Inc. Form 10-Q for the quarterly period ended July 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on September 15, 2006).
- 10.14 Form of Executive Employment Agreement (incorporated herein by reference to Exhibit 10.15 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on October 29, 2003).[†]
- 10.14.1 First Amendment to Executive Employment Agreement between Conn's, Inc. and Thomas J. Frank, Sr., Approved by the stockholders May 26, 2005 (incorporated herein by reference to Exhibit 10.15.1 to Conn's, Inc. Form 10-Q for the quarterly period ended July 31, 2005 (file No. 000-50421) as filed with the Securities and Exchange Commission on August 30, 2005).[†]
- 10.14.2 Executive Retirement Agreement between Conn's, Inc. and Thomas J. Frank, Sr., approved by the Board of Directors June 2, 2009 (incorporated herein by reference to Exhibit 10.14.2 to Conn's, Inc. Form 10-Q for the quarterly period ended April 30, 2009 (file No. 000-50421) as filed with the Securities and Exchange Commission on June 4, 2009).[†]
- 10.14.3 Non-Executive Employment Agreement between Conn's, Inc. and Thomas J. Frank, Sr., approved by the Board of Directors June 19, 2009 (filed herewith).[†]
- 10.15 Form of Indemnification Agreement (incorporated herein by reference to Exhibit 10.16 to Conn's, Inc. registration statement on Form S-1 (file no. 333-109046) as filed with the Securities and Exchange Commission on September 23, 2003).[†]
- 10.16 Description of Compensation Payable to Non-Employee Directors (incorporated herein by reference to Form 8-K (file no. 000-50421) filed with the Securities and Exchange Commission on June 2, 2005).[†]

- 10.17 Dealer Agreement between Conn Appliances, Inc. and Voyager Service Programs, Inc. effective as of January 1, 1998 (incorporated herein by reference to Exhibit 10.19 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on March 30, 2006).
- 10.17.1 Amendment #1 to Dealer Agreement by and among Conn Appliances, Inc., CAI, L.P., Federal Warranty Service Corporation and Voyager Service Programs, Inc. effective as of July 1, 2005 (incorporated herein by reference to Exhibit 10.19.1 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on March 30, 2006).
- 10.17.2 Amendment #2 to Dealer Agreement by and among Conn Appliances, Inc., CAI, L.P., Federal Warranty Service Corporation and Voyager Service Programs, Inc. effective as of July 1, 2005 (incorporated herein by reference to Exhibit 10.19.2 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on March 30, 2006).
- 10.17.3 Amendment #3 to Dealer Agreement by and among Conn Appliances, Inc., CAI, L.P., Federal Warranty Service Corporation and Voyager Service Programs, Inc. effective as of July 1, 2005 (incorporated herein by reference to Exhibit 10.19.3 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on March 30, 2006).
- 10.17.4 Amendment #4 to Dealer Agreement by and among Conn Appliances, Inc., CAI, L.P., Federal Warranty Service Corporation and Voyager Service Programs, Inc. effective as of July 1, 2005 (incorporated herein by reference to Exhibit 10.19.4 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on March 30, 2006).
- 10.17.5 Amendment #5 to Dealer Agreement by and among Conn Appliances, Inc., CAI, L.P., Federal Warranty Service Corporation and Voyager Service Programs, Inc. effective as of April 7, 2007 (incorporated herein by reference to Exhibit 10.18.5 to Conn's, Inc. Form 10-Q for the quarterly period ended July 31, 2007 (File No. 000-50421) as filed with the Securities and Exchange Commission on August 30, 2007).
- 10.18 Service Expense Reimbursement Agreement between Affiliates Insurance Agency, Inc. and American Bankers Life Assurance Company of Florida, American Bankers Insurance Company Ranchers & Farmers County Mutual Insurance Company, Voyager Life Insurance Company and Voyager Property and Casualty Insurance Company effective July 1, 1998 (incorporated herein by reference to Exhibit 10.20 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on March 30, 2006).
- 10.18.1 First Amendment to Service Expense Reimbursement Agreement by and among CAI, L.P., Affiliates Insurance Agency, Inc., American Bankers Life Assurance Company of Florida, Voyager Property & Casualty Insurance Company, American Bankers Life Assurance Company of Florida, American Bankers Insurance Company of Florida and American Bankers General Agency, Inc. effective July 1, 2005 (incorporated herein by reference to Exhibit 10.20.1 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on March 30, 2006).
- 10.18.2 Seventh Amendment to Service Expense Reimbursement Agreement by and among Conn Appliances, Inc., American Bankers Life Assurance Company of Florida, American Bankers Insurance Company of Florida, American Reliable Insurance Company and Reliable Lloyds Insurance Company effective May 1, 2009 (filed herewith).

- 10.19 Service Expense Reimbursement Agreement between CAI Credit Insurance Agency, Inc. and American Bankers Life Assurance Company of Florida, American Bankers Insurance Company Ranchers & Farmers County Mutual Insurance Company, Voyager Life Insurance Company and Voyager Property and Casualty Insurance Company effective July 1, 1998 (incorporated herein by reference to Exhibit 10.21 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on March 30, 2006).
- 10.19.1 First Amendment to Service Expense Reimbursement Agreement by and among CAI Credit Insurance Agency, Inc., American Bankers Life Assurance Company of Florida, Voyager Property & Casualty Insurance Company, American Bankers Life Assurance Company of Florida, American Bankers Insurance Company of Florida, American Reliable Insurance Company, and American Bankers General Agency, Inc. effective July 1, 2005 (incorporated herein by reference to Exhibit 10.21.1 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on March 30, 2006).
- 10.19.2 Fourth Amendment to Service Expense Reimbursement Agreement by and among CAI Credit Insurance Agency, Inc., American Bankers Life Assurance Company of Florida, American Bankers Insurance Company of Florida and American Reliable Insurance Company effective May 1, 2009 (filed herewith).
- 10.20 Consolidated Addendum and Amendment to Service Expense Reimbursement Agreements by and among Certain Member Companies of Assurant Solutions, CAI Credit Insurance Agency, Inc. and Affiliates Insurance Agency, Inc. effective April 1, 2004 (incorporated herein by reference to Exhibit 10.22 to Conn's, Inc. Form 10-K for the annual period ended January 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on March 30, 2006).
- 10.21 Series 2006-A Supplement to Base Indenture, dated August 1, 2006, by and between Conn Funding II, L.P., as Issuer, and Wells Fargo Bank, National Association, as Trustee (incorporated herein by reference to Exhibit 10.23 to Conn's, Inc. Form 10-Q for the quarterly period ended July 31, 2006 (File No. 000-50421) as filed with the Securities and Exchange Commission on September 15, 2006).
- 11.1 Statement re: computation of earnings per share is included under Note 1 to the financial statements.
- 12.1 Statement of computation of Ratio of Earnings to Fixed Charges (filed herewith).
- 21 Subsidiaries of Conn's, Inc. (incorporated herein by reference to Exhibit 21 to Conn's, Inc. Form 10-Q for the quarterly period ended July 31, 2007 (File No. 000-50421) as filed with the Securities and Exchange Commission on August 30, 2007).
- 31.1 Rule 13a-14(a)/15d-14(a) Certification (Chief Executive Officer) (filed herewith).
- 31.2 Rule 13a-14(a)/15d-14(a) Certification (Chief Financial Officer) (filed herewith).
- 32.1 Section 1350 Certification (Chief Executive Officer and Chief Financial Officer) (furnished herewith).
- 99.1 Subcertification by Chairman of the Board in support of Rule 13a-14(a)/15d-14(a) Certification (Chief Executive Officer) (filed herewith).
- 99.2 Subcertification by President – Retail Division in support of Rule 13a-14(a)/15d-14(a) Certification (Chief Executive Officer) (filed herewith).
- 99.3 Subcertification by President – Credit Division in support of Rule 13a-14(a)/15d-14(a) Certification (Chief Executive Officer) (filed herewith).
- 99.4 Subcertification by Treasurer in support of Rule 13a-14(a)/15d-14(a) Certification (Chief Financial Officer) (filed herewith).

- 99.5 Subcertification by Secretary in support of Rule 13a-14(a)/15d-14(a) Certification (Chief Financial Officer) (filed herewith).
- 99.6 Subcertification of Chairman of the Board, Chief Operating Officer, Treasurer and Secretary in support of Section 1350 Certifications (Chief Executive Officer and Chief Financial Officer) (furnished herewith).
- t Management contract or compensatory plan or arrangement.

AMENDMENT NO. 2 TO SECOND AMENDED AND RESTATED
NOTE PURCHASE AGREEMENT

This AMENDMENT NO. 2 TO SECOND AMENDED AND RESTATED NOTE PURCHASE AGREEMENT, dated as of August 10, 2009 (this "Amendment") 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 have determined that the terms and provisions of this Amendment are not material for purposes of Section 7.3(a) of the Note Purchase Agreement.
- D. 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.*

- (a) Section 1.1 of the Note Purchase Agreement is hereby amended by amending and restating the following definition in its entirety:

"Tranche B Purchase Expiration Date" means the earlier of (i) August 9, 2010 (as such date may be extended from time to time pursuant to Section 2.4) and (ii) the date of the occurrence of an Event of Default, Payout Event or Servicer Default.

- (b) The second sentence of Section 2.4 of the Note Purchase Agreement is hereby amended by inserting the clause "on or prior to the third Business Day prior to the then current Purchase Expiration Date" immediately following the phrase "shall enter into such documents" therein.
-

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) 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 hereof, 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.

(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 they own 100% of the Notes.

3. *Effectiveness; Binding Effect; Ratification.* This Amendment shall become effective, as of the date first set forth above upon receipt by the Administrator of executed counterparts hereof from each of the parties hereto, and thereafter this Amendment 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. *Waivers.*

(a) The parties hereto hereby waive the requirement that the Administrator and Funding Agent provide a written response to the Issuer's request to extend the Purchase Expiration Date within 45 days after their receipt of such request solely with respect to the extension request from the Issuer dated June 1, 2009 (the "Extension Request Letter").

(b) The Issuer hereby revokes its instruction set forth in the Extension Request Letter that Three Pillars or the Committed Purchaser, as applicable, establish a Term Account and make any applicable Term Deposit into such Term Account on August 13, 2009.

5. *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.

[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
David R. Atnip
Treasurer

CONN APPLIANCES, INC.

By: /s/ Michael J. Poppe
Michael J. Poppe
Chief Financial Officer

THREE PILLARS FUNDING LLC,
as a Conduit Purchaser

By: /s/ Doris J. Hearn
Doris J. Hearn
Vice President

SUNTRUST ROBINSON HUMPHREY, INC.,
as Administrator

By: /s/ Joseph R. Franke
Joseph R. Franke
Director

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

By: /s/ Scott Cornelis
Scott Cornelis
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
Scott Cornelis
Vice President

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made this the 19th day of June, 2009, to be effective as of close of business June 2, 2009, by and between Conn's, Inc, a Delaware corporation with its principle offices at 3295 College Street, Beaumont, Texas 77701 ("Conn's"), and Thomas J. Frank, Sr., an individual (the "Frank").

WHEREAS, Frank and Conn's have previously entered into that certain Amended and Restated Frank Employment Agreement, dated June 1, 2007 (the "Prior Agreement");

WHEREAS, Conn's and Frank have previously entered into that certain "Executive Retirement Agreement", effective as of June 2, 2009, when it was contemplated that Frank would provide only consulting services to Conn's;

WHEREAS, Conn's and Frank have determined that rather than Frank providing Consulting Services and provided in the "Executive Retirement Agreement", Conn's desires to continue to employ Frank on a part time basis, whereby Frank will be paid a salary of \$144,000 per annum, on regular payroll intervals.

WHEREAS, Conn's and Frank desire to amend and restate the Prior Agreement and the Executive Retirement Agreement to reflect the part time employment of Frank of Conn's as provided herein;

WHEREAS, Conn's desires to continue to retain Frank as a part time employee to provide services in an advisory capacity, when and where needed until the expiration of this Agreement, as provided herein.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

A. **Frank Employment**. The full time employment period of Frank provided in the Prior Agreement shall end as of the end of the business day, June 2, 2009, at which time Frank will continue to be an employee of Conn's on a part time basis. Frank shall be entitled to the following continued rights and compensation:

1. Conn's shall continue to employ Frank on a part time basis to provide such advisory and other employment services as appropriate and necessary for a period of thirty-six (36) months from the effective date hereof. At the end of the thirty-six (36) month period, this Agreement shall renew and extend for successive twelve (12) month periods unless terminated by Frank or Conn's at the end of the thirty-six (36) months and each twelve (12) month period thereafter. This obligation shall additionally terminate upon the death of Frank.

2. Conn's shall pay Incentive Compensation, if any, earned and accrued but unpaid through the date of this Agreement.

3. Conn's shall pay Frank a base salary of One Hundred Forty-Four Thousand Dollars (\$144,000) per annum, payable on Conn's normal payroll payment schedule, subject to standard Conn's payroll deductions, and those authorized by Frank as provided in Conn's policies and procedures.

4. Frank (and his spouse) shall be entitled to participate in Conn's major medical/health insurance plan (the "Health Plan") until Frank's death, or the death of Frank's spouse if she should survive Frank, provided that Frank, or his spouse, as the case may be, will pay the unsubsidized premium associated with such amount and shall participate in Medicare to the extent eligible. In the event Frank is ineligible to participate in the Health Plan, Conn's shall procure a comparable insurance policy for Frank and his spouse (a "Replacement Policy"). Frank shall pay an amount equal to unsubsidized premium he would have paid to participate in the Health Plan had he been eligible, and any costs in excess of such amounts for the Replacement Policy shall be paid by Conn's.

5. Conn's shall continue to provide Frank an automobile/truck of his choice, or the sum of one thousand dollars (\$1,000) per month, at Frank's election, together with a Company gasoline credit card until Frank's death for his use in providing his services hereunder.

6. If Conn's maintains any liability insurance covering members of its Board of Directors, Frank will be included within the covered class of individuals under such policy.

B. Termination. This Agreement shall not terminate upon Frank's death, but shall continue to benefit Frank's spouse until this Agreement expires as provided herein above.

C. Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

1. "Affiliate" shall mean, with respect to a person, any other person controlling, controlled by or under common control with the first person.
2. "Cause" shall mean (i) behavior of Frank which is adverse to Conn's interests, (ii) Frank's dishonesty, criminal charge or conviction, grossly negligent misconduct, willful misconduct, acts of bad faith, neglect of duty or (iii) material breach of this Agreement which is not cured within the thirty (30) day cure period pursuant to Section D.3.
3. "Confidential Information" shall mean information: (i) disclosed to or known by the Frank as a consequence of or through his employment with Conn's, (ii) not generally known outside Conn's and (iii) which relates to any aspect of Conn's or its business, research, or development. "Confidential Information" includes, but is not limited to Conn's trade secrets, proprietary information, business plans, marketing plans, methodologies, computer code and programs, formulas, processes, compilations of information, results of research, proposals, reports, records, financial information, compensation and benefit information, cost and pricing information, customer lists and contact information, supplier lists and contact information, vendor lists and contact information, and information provided to Conn's by a third party under restrictions against disclosure or use by Conn's or others; provided, however, that the term "Confidential Information" does not include information that (a) at the time it was received by Frank was generally available to the public, (b) prior to its use by Frank, becomes generally available to the public through no act or failure of Frank, (c) is received by Frank from a person or entity other than Conn's or an Affiliate of Conn's who is not under an obligation of confidence with respect to such information or (d) was generally known by Frank by virtue of his experience and know how gained prior to employment with Conn's.

4. "Control" and correlative terms shall mean the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a person.
5. "Copyright Works" shall mean materials for which copyright protection may be obtained including, but not limited to literary works (including all written material), computer programs, artistic and graphic works (including designs, graphs, drawings, blueprints, and other works), recordings, models, photographs, slides, motion pictures, and audio-visual works, regardless of the form or manner in which documented or recorded.
6. "Person" shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization, or a government or agency or political subdivision thereof.
7. "Work Product" shall mean all methods, analyses, reports, plans, computer files and all similar or related information which (i) relate to Conn's or any of its Affiliates and (ii) are conceived, developed or made by Frank in the course of his employment by Conn's.

D. Non-Disclosure, Non-Competition and Non-Solicitation. Frank and Conn's acknowledge and agree that during and solely as a result of his employment by Conn's, Conn's has provided and will continue to provide Confidential Information and special training to Frank in order to allow Frank to fulfill his obligations as an Frank of a publicly-held company and under this Agreement. In consideration of the special and unique opportunities afforded to Frank by Conn's as a result of Frank's employment, as outlined in the previous sentence, Frank hereby agrees as follows:

1. Frank agrees that Frank will not, except as Conn's may otherwise consent or direct in writing, reveal or disclose, sell, use, lecture upon, publish or otherwise disclose to any third party any Confidential Information of Conn's or any of its Affiliates, or authorize anyone else to do these things at any time either during or subsequent to Frank's employment with Conn's. This Section G.1 shall continue in full force and effect after termination of Frank's employment for any reason. Frank's obligations under this Section G.1 with respect to any specific Confidential Information shall cease only when that specific portion of the Confidential Information becomes publicly known, other than as a result of disclosure by Frank, in its entirety and without combining portions of such information obtained separately. It is understood that such Confidential Information of Conn's and any of its Affiliates includes matters that Frank conceives or develops, as well as matters Frank learns from other Franks of Conn's and any of its Affiliates.
2. During the period of this Agreement, Frank will not (other than for the benefit of Conn's or any of its Affiliates pursuant to this Agreement) compete with Conn's or any of its Affiliates by engaging in the conception, design, development, production, marketing, or servicing of any product or service that is substantially similar to the products or services which Conn's or any of its Affiliates provides, and that he will not work for, assist, loan money, extend credit or become affiliated with as an individual, owner, partner, director, officer, stockholder, employee, advisor, independent contractor, joint venturer, consultant, agent, representative, salesman or any other capacity, either directly or indirectly, any individual or business which offers or performs services, or offers or provides products substantially similar to the services and products provided by Conn's or any of its Affiliates. The restrictions of this Section G.2 shall not be violated by the ownership of no more than 1% of the outstanding securities of any company whose equity securities are traded on a national securities exchange or is quoted on the NASDAQ National Market.

3. Frank agrees that he shall not, directly or indirectly, at any time during the period of one (1) year after the termination of this Agreement for any reason, including expiration of the Agreement, within the geographical area of 100 miles of any existing or specifically contemplated Conn's retail or support location at the time of termination, as an individual, owner, partner, director, officer, stockholder, employee, advisor, independent contractor, joint venturer, consultant, agent, representative, salesman or any other capacity, work for, assist, loan money, extend credit or become affiliated with, either directly or indirectly, any individual or business which offers or performs services, or offers or provides products substantially similar to the services and products provided by Conn's or any of its Affiliates. The restrictions of this Section G.3 shall not be violated by the ownership of no more than 1% of the outstanding securities of any company whose equity securities are traded on a national securities exchange or is quoted on the NASDAQ National Market. It is understood that the geographical area set forth in this covenant is divisible so that if this clause is invalid or unenforceable in an included geographic area, that area is severable and the clause remains in effect for the remaining included geographic areas in which the clause is valid.
4. Frank agrees that for the duration of this Agreement, and for a period of two (2) years after the expiration of this Agreement, Frank will not either directly or indirectly, on his behalf or on behalf of others, solicit, attempt to hire, or hire any person employed by Conn's and any of its Affiliates to work for Frank or for another entity, firm, corporation, or individual.
5. Frank acknowledges that Conn's has taken reasonable steps to maintain the confidentiality of its Confidential Information and the ownership of its Work Product and Copyright Works, which is extremely valuable to Conn's and provides Conn's with a competitive advantage in its market. Frank further acknowledges that Conn's would suffer irreparable harm if Frank were to use or enable others to use such knowledge, information, and business acumen in competition with Conn's. Frank acknowledges the necessity of the restrictive covenants set forth herein to: protect Conn's legitimate interests in Conn's Confidential Information; protect Conn's customer relations and the goodwill with customers and suppliers that Conn's has established at its substantial investment; and protect Conn's as a result of providing Frank with specialized knowledge, training, and insight regarding Conn's operations as a publicly-held company. Frank further agrees and acknowledges that these restrictive covenants are reasonably limited as to time, geographic area, and scope of activities to be restricted and that such promises do not impose a greater restraint on Frank than is necessary to protect the goodwill, Confidential Information and other legitimate business interests of Conn's. Frank agrees that any breach of this Section G cannot be remedied solely by money damages, and that in addition to any other remedies Conn's may have, Conn's is entitled to obtain injunctive relief against Frank without the requirement of posting bond or other security. Nothing herein, however, shall be construed as limiting Conn's right to pursue any other available remedy at law or in equity, including recovery of damages and termination of this Agreement.

6. Frank acknowledges that all writings, records, and other documents and things comprising, containing, describing, discussing, explaining, or evidencing any Confidential Information, Work Product, and/or Copyright Works of Conn's, any Affiliate of Conn's, or any third party with which Conn's has a confidential relationship, is the property of Conn's or such Affiliate. All property belonging to Conn's in Frank's custody or possession that has been obtained or prepared in the course of Frank's employment with Conn's shall be the exclusive property of Conn's, shall not be copied and/or removed from the premises of Conn's, except in pursuit of the business of Conn's, and shall be delivered to Conn's, along with all copies or reproductions of same, upon notification of the termination of Frank's employment or at any other time requested by Conn's. Conn's shall have the right to retain, access, and inspect all property of any kind in Frank's office, work area, and on the premises of Conn's upon termination of Frank's employment and at any time during Frank's employment, to ensure compliance with the terms of this Agreement.

7. The terms of this Section D are continuing in nature and shall survive the termination or expiration of this Agreement.

E. Notices. All notices and other communications under this Agreement shall be in writing and shall be delivered personally or by facsimile or electronic delivery, given by hand delivery to the other party, sent by overnight courier or sent by registered or certified mail, return receipt requested, postage prepaid, to:

If to Frank:

Thomas J. Frank, Sr.
3295 College Street
Beaumont, Texas 77701
Fax No.: (800) 511-5746

If to Company:

Conn's, Inc.
3295 College Street
Beaumont, Texas 77701
Attn: General Counsel
Fax No.: (409) 212-9521

F. Assignment. Conn's shall require any successors (whether direct or indirect, by purchase, merger, consolidation or otherwise) to a controlling interest in the business, assets or equity of Conn's to assume and agree to perform this Agreement in the same manner and to the same extent that Conn's would be required to perform if no such succession had taken place. This Agreement is a personal employment contract and the rights, obligations and interests of Frank under this Agreement may not be sold, assigned, transferred, pledged or hypothecated by Frank.

G. Binding Agreement. Frank understands that his obligations under this Agreement are binding upon Frank's heirs, successors, personal representatives and legal representatives.

H. Arbitration. Except for any controversy or claim relating to Section G of this Agreement, any controversy or claim arising out of or relating to this Agreement or the breach of any provision of this Agreement, including the arbitrability of any controversy or claim, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its National Rules for the Resolution of Employment Disputes and the Optional Rules for Emergency Measures of Protection of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator to the parties to this Agreement pending arbitration. Arbitration of disputes is mandatory and in lieu of any and all civil causes of action and lawsuits either party may have against the other arising out of Frank's employment with Conn's. Civil discovery shall be permitted for the production of documents and taking of depositions. The arbitrator(s) shall be guided by the Texas Rules of Civil Procedure in allowing discovery and all issues regarding compliance with discovery requests shall be decided by the arbitrator(s). The Federal Arbitration Act shall govern this Section K. This Agreement shall in all other respects be governed and interpreted by the laws of the State of Texas, excluding any conflicts or choice of law rule or principles that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The arbitration shall be conducted in Beaumont, Texas by one neutral arbitrator chosen by AAA according to its National Rules for the Resolution of Employment Disputes if the amount of the claim is one million dollars (\$1,000,000.00) or less and by three neutral arbitrators chosen by AAA in the same manner if the amount of the claim is more than one million dollars (\$1,000,000.00). Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties unless compelled to do so either by judicial process or in order to enforce an arbitration award rendered pursuant to this Section H. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The prevailing party, according to the arbitrator(s), shall be entitled to an award of its reasonable attorneys' fees.

I. Waiver. No waiver by either party to this Agreement of any right to enforce any term or condition of this Agreement, or of any breach of this Agreement, shall be deemed a waiver of such right in the future or of any other right or remedy available under this Agreement.

J. Severability. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court of competent jurisdiction or arbitrator to be void or unenforceable the same shall in now way affect any other provision of this Agreement or the validity or enforceability of this Agreement. If any court or arbitrator construes any of the provisions of Section G of this Agreement, or any part thereof, to be unreasonable because of the duration of such provision or the geographic or other scope thereof, such court or arbitrator shall reduce the duration or restrict the geographic or other scope of such provision or enforce such provision to the maximum extent possible as so reduced or restricted.

K. Entire Agreement; Amendment. This Agreement, the Indemnification Agreement entered into by Conn's and Frank and any agreements evidencing any stock options granted to Frank shall constitute the entire agreement between the parties with respect to Frank's employment with Conn's. This Agreement replaces and supersedes any and all existing agreements entered into between Frank and Conn's, whether oral or written, regarding the subject matter of this Agreement. This Agreement may not be amended or modified other than by a written agreement executed by the parties to this Agreement or their respective successors and legal representatives.

L. Understand Agreement. Frank represents and warrants that he has (i) read and understood each and every provision of this Agreement, (ii) been given the opportunity to obtain advice from legal counsel of choice, if necessary and desired, in order to interpret any and all provisions of this Agreement and (iii) freely and voluntarily entered into this Agreement.

M. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Beaumont, Texas.

N. Professional/Personal. Membership by Frank on corporate and civic boards should be accepted only after consideration of conflict of interest and consultation with the Board. Conn's requires Frank to have a comprehensive annual medical physical examination.

O. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

P. Titles; Pronouns and Plurals. The titles to the sections of this Agreement are inserted for convenience of reference only and should not be deemed a part hereof or affect the construction or interpretation of any provision hereof. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

Q. Survival. The provisions of this Agreement shall survive the expiration of this Agreement.

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

FRANK

CONN'S, INC.

/s/ Thomas J. Frank, Sr.
Thomas J. Frank, Sr.

By: /s/ William C. Nylin, Jr.
William C. Nylin, Jr.
Chairman

**SEVENTH AMENDMENT TO
SERVICE EXPENSE REIMBURSEMENT AGREEMENT
(TEXAS AND OKLAHOMA)**

This Addendum ("Addendum") is attached to and by reference made a part of the Service Expense Reimbursement Agreement between the insurance companies named below (collectively, "Company") and **CONN APPLIANCES, INC.** ("Customer"), dated July 1, 1998 (the "Agreement"). This Amendment is effective May 1, 2009 ("Amendment Effective Date").

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. Paragraph (F) shall be added to Section 5 of the Agreement immediately following paragraph (E), as follows:
 - (F) Bill Company monthly for the amount of premiums that are earned but not collected due to Customer's charge-off on its books ("Premium Charge-offs"), during such previous month, of the relevant consumers' accounts under which the premium was financed. Company shall be obligated to pay Customer in monthly increments for such charge-offs on a quarterly basis at the time the Contingent Compensation Credit is calculated, up to the amount of Contingent Compensation Credit available for payment in that period; any Premium Charge-offs during a quarter which are billed to but not paid by Company in their entirety for any month due to the fact that the total Premium Charge-offs for the quarter exceed Contingent Compensation Credit due Customer for the relevant quarter shall not be paid during such quarter, but such monthly increment shall be eligible for payment in a subsequent quarter in which a Contingent Compensation Credit is due Customer. For the avoidance of doubt, Company will deduct the Premium Charge-offs billed for each month during the quarter, as reflected in paragraph (h) of Paragraph A.(1) of the Group Experience Rating/Contingent Compensation Addendum, from the calculated premium, as determined in paragraphs (a) through (c) of Paragraph A.(1) of the Group Experience Rating/Contingent Compensation Addendum, but if the Contingent Compensation Credit due Customer for any quarter is insufficient to cover the Premium Charge-offs billed by Customer for any month during that quarter, the total Premium Charge-offs billed for that month will be carried over and paid in monthly increments from available Contingent Compensation Credit in future quarters. Upon termination of this Agreement, any billed Premium Charge-offs which remain unpaid by Company shall be waived by Customer. It is acknowledged and agreed by the parties that Premium Charge-offs which have accumulated on Customer's books as of the Amendment Effective Date may be billed by Customer commencing with the month of May, 2009. Further, Company's obligation for payment of Premium Charge-offs billed by Customer shall be limited by any applicable compensation caps, and Company shall have no obligation to pay any excess over applicable compensation caps.
2. Paragraph (h) shall be added to Paragraph (1) of Section A of the Group Experience Rating/Contingent Compensation Addendum, as follows:
 - (h) The cumulative total of all Premium Charge-offs billed Company by Customer pursuant to Paragraph (F) of Section 5 of the Agreement.
3. Schedule C, as referenced in Paragraph 6. of the First Amendment to Service Expense Reimbursement Agreement (Texas) shall be deleted in its entirety and replaced with Schedule C attached hereto and made a part hereof, into which Line G., "Premium Charge-Off", has been incorporated.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment by their duly authorized officers and representatives on the date(s) indicated below.

CONN APPLIANCES, INC.
("Customer")

By: /s/ Timothy L. Frank
Print Name: Timothy L. Frank
Title: Chief Executive Officer
Date: August 8, 2009

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA
("Company")

By: /s/ Dawn Lamnin
Print Name: Dawn Lamnin
Title: Vice-President
Date: August 13, 2009

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
("Company")

By: /s/ Dawn Lamnin
Print Name: Dawn Lamnin
Title: Vice-President
Date: August 13, 2009

AMERICAN RELIABLE INSURANCE COMPANY
("Company")

By: /s/ Dawn Lamnin
Print Name: Dawn Lamnin
Title: Vice-President
Date: August 13, 2009

RELIABLE LLOYDS INSURANCE COMPANY
by its attorney-in-fact,
American Bankers General Agency, Inc.
("Company")

By: /s/ Katharine A. McDonald
Print Name: Katharine A. McDonald
Title: Sr. Vice-President
Date: August 13, 2009

**FOURTH AMENDMENT TO
SERVICE EXPENSE REIMBURSEMENT AGREEMENT
(LOUISIANA)**

This Amendment ("Amendment") is attached to and by reference made a part of the Service Expense Reimbursement Agreement between the insurance companies named below (collectively, "Company") and **CAI CREDIT INSURANCE AGENCY, INC.** ("Customer"), dated July 1, 1998 (the "Agreement"). This Amendment is effective May 1, 2009 ("Amendment Effective Date").

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. Paragraph (F) shall be added to Section 5 of the Agreement immediately following paragraph (E), as follows:
 - (F) Bill Company monthly for the amount of premiums that are earned but not collected due to Customer's charge-off on its books ("Premium Charge-offs"), during such previous month, of the relevant consumers' accounts under which the premium was financed. Company shall be obligated to pay Customer in monthly increments for such charge-offs on a quarterly basis at the time the Contingent Compensation Credit is calculated, up to the amount of Contingent Compensation Credit available for payment in that period; any Premium Charge-offs during a quarter which are billed to but not paid by Company in their entirety for any month due to the fact that the total Premium Charge-offs for the quarter exceed Contingent Compensation Credit due Customer for the relevant quarter shall not be paid during such quarter, but such monthly increment shall be eligible for payment in a subsequent quarter in which a Contingent Compensation Credit is due Customer. For the avoidance of doubt, Company will deduct the Premium Charge-offs billed for each month during the quarter, as reflected in paragraph (h) of Paragraph A.(1) of the Group Experience Rating/Contingent Compensation Addendum, from the calculated premium, as determined in paragraphs (a) through (c) of Paragraph A.(1) of the Group Experience Rating/Contingent Compensation Addendum, but if the Contingent Compensation Credit due Customer for any quarter is insufficient to cover the Premium Charge-offs billed by Customer for any month during that quarter, the total Premium Charge-offs billed for that month will be carried over and paid in monthly increments from available Contingent Compensation Credit in future quarters. Upon termination of this Agreement, any billed Premium Charge-offs which remain unpaid by Company shall be waived by Customer. It is acknowledged and agreed by the parties that Premium Charge-offs which have accumulated on Customer's books as of the Amendment Effective Date may be billed by Customer commencing with the month of May, 2009. Further, Company's obligation for payment of Premium Charge-offs billed by Customer shall be limited by any applicable compensation caps, and Company shall have no obligation to pay any excess over applicable compensation caps.
2. Paragraph (h) shall be added to Paragraph (1) of Section A of the Group Experience Rating/Contingent Compensation Addendum, as follows:
 - (h) The cumulative total of all Premium Charge-offs billed Company by Customer pursuant to Paragraph (F) of Section 5 of the Agreement.
3. Schedule C, as referenced in Paragraph 6. of the First Amendment to Service Expense Reimbursement Agreement (Louisiana) shall be deleted in its entirety and replaced with Schedule C attached hereto and made a part hereof, into which Line G., "Premium Charge-Off", has been incorporated.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment by their duly authorized officers and representatives on the date(s) indicated below.

CAI CREDIT INSURANCE AGENCY, INC.
("Customer")

By: /s/ Timothy L. Frank
Print Name: Timothy L. Frank
Title: Chief Executive Officer
Date: August 8, 2009

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA
("Company")

By: /s/ Dawn Lamnin
Print Name: Dawn Lamnin
Title: Vice-President
Date: August 13, 2009

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
("Company")

By: /s/ Dawn Lamnin
Print Name: Dawn Lamnin
Title: Vice-President
Date: August 13, 2009

AMERICAN RELIABLE INSURANCE COMPANY
("Company")

By: /s/ Dawn Lamnin
Print Name: Dawn Lamnin
Title: Vice-President
Date: August 13, 2009

Statement of Computation of Ratio of Earnings to Fixed Charges
(Dollars in thousands)

	Six Months Ended July 31,	
	2008	2009
Income before income taxes	\$ 32,785	\$ 26,382
Fixed charges	6,183	8,435
Capitalized interest	(92)	(33)
Total earnings	<u>\$ 38,876</u>	<u>\$ 34,784</u>
Interest expense (including capitalized interest)	\$ 267	\$ 1,561
Amortized premiums and expenses	38	467
Estimated interest within rent expense	5,878	6,407
Total fixed charges	<u>\$ 6,183</u>	<u>\$ 8,435</u>
Ratio of earnings to fixed charges	6.29	4.12

**RULE 13a-14(a)/15d-14(a) CERTIFICATION
(CHIEF EXECUTIVE OFFICER)**

I, Timothy L. Frank, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Conn's, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Timothy L. Frank
 Timothy L. Frank
 Chief Executive Officer and President

Date: August 27, 2009

**RULE 13a-14(a)/15d-14(a) CERTIFICATION
(CHIEF FINANCIAL OFFICER)**

I, Michael J. Poppe, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Conn's, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Michael J. Poppe
 Michael J. Poppe
 Chief Financial Officer

Date: August 27, 2009

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Conn's, Inc. (the "**Company**") on Form 10-Q for the period ended July 31, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "**Report**"), we, Timothy L. Frank, Chief Executive Officer and President of the Company and Michael J. Poppe, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of our knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Timothy L. Frank
Timothy L. Frank
Chief Executive Officer and President

/s/ Michael J. Poppe
Michael J. Poppe
Chief Financial Officer

Dated: August 27, 2009

A signed original of this written statement required by Section 906 has been provided to Conn's, Inc. and will be retained by Conn's, Inc. and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

**SUBCERTIFICATION OF CHAIRMAN OF THE BOARD IN SUPPORT OF
RULE 13a-14(a)/15d-14(a) CERTIFICATION (CHIEF EXECUTIVE OFFICER)**

I, William C. Nylin Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Conn's, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ William C. Nylin, Jr.
 William C. Nylin, Jr.
 Chairman of the Board

Date: August 27, 2009

**SUBCERTIFICATION OF PRESIDENT – RETAIL DIVISION IN SUPPORT OF RULE 13a-14(a)/15d-14(a)
CERTIFICATION (CHIEF EXECUTIVE OFFICER)**

I, David W. Trahan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Conn's, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ David W. Trahan
 David W. Trahan
 President – Retail Division

Date: August 27, 2009

**SUBCERTIFICATION OF PRESIDENT – CREDIT DIVISION IN SUPPORT OF RULE 13a-14(a)/15d-14(a)
CERTIFICATION (CHIEF EXECUTIVE OFFICER)**

I, Reymundo de la Fuente, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Conn's, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Reymundo de la Fuente, Jr.
Reymundo de la Fuente, Jr.
President - Credit Division

Date: August 27, 2009

**SUBCERTIFICATION OF TREASURER IN SUPPORT OF RULE 13a-14(a)/15d-14(a) CERTIFICATION
(CHIEF FINANCIAL OFFICER)**

I, David R. Atnip, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Conn's, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ David R. Atnip
 David R. Atnip
 Senior Vice President and Treasurer

Date: August 27, 2009

**SUBCERTIFICATION OF SECRETARY IN SUPPORT OF RULE 13a-14(a)/15d-14(a) CERTIFICATION
(CHIEF EXECUTIVE OFFICER)**

I, Sydney K. Boone, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Conn's, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Sydney K. Boone, Jr.

 Sydney K. Boone, Jr.
 Corporate General Counsel and Secretary

Date: August 27, 2009

**SUBCERTIFICATION OF CHAIRMAN OF THE BOARD,
PRESIDENTS, TREASURER AND SECRETARY IN SUPPORT OF
18 U.S.C. SECTION 1350 CERTIFICATION,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Conn's, Inc. (the "**Company**") on Form 10-Q for the period ended July 31, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "**Report**"), we, William C. Nylín, Jr., Chairman of the Board, David W. Trahan, President – Retail Division, Reymundo de la Fuente, Jr., President – Credit Division, David R. Atnip, Senior Vice President and Treasurer of the Company, and Sydney K. Boone, Jr., Corporate General Counsel and Secretary of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of our knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ William C. Nylín, Jr.
William C. Nylín, Jr.
Chairman of the Board

/s/ David W. Trahan
David W. Trahan
President – Retail Division

/s/ Reymundo de la Fuente, Jr.
Reymundo de la Fuente, Jr.
President – Credit Division

/s/ David R. Atnip
David R. Atnip
Senior Vice President and Treasurer

/s/ Sydney K. Boone, Jr.
Sydney K. Boone, Jr.
Corporate General Counsel and Secretary

Dated: August 27, 2009

A signed original of this written statement has been provided to Conn's, Inc. and will be retained by Conn's, Inc. The foregoing certification is being furnished solely to support certifications pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.