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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 31, 2016

Conn's, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-34956**	**06-1672840**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

4055 Technology Forest Blvd., Suite 210 The Woodlands, Texas	**77381**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(936) 230-5899**

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

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

☐Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.02. Results of Operations and Financial Condition.

On June 2, 2016, Conn's, Inc. (the "Company") issued a press release reporting its first quarter fiscal 2017 financial results and other announcements. A copy of the press release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

None of the information contained in Item 2.02 or Exhibit 99.1 of this Form 8-K shall be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and none of it shall be incorporated by reference in any filing under the Securities Act of 1933, as amended. Furthermore, this report will not be deemed an admission as to the materiality of any information in the report that is required to be disclosed solely by Regulation FD.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers

Appointment of Chief Financial Officer. On June 2, 2016, Conn's, Inc. (the "Company") announced the appointment of Lee A. Wright to succeed Thomas R. Moran as Executive Vice President and Chief Financial Officer, effective as of June 22, 2016. Mr. Moran will remain with the Company for approximately 120 days to ensure an orderly transition.

Mr. Wright, age 44, most recently served as Chief Executive Officer of Professional Directional Enterprises, Inc., a directional drilling services company, since 2015 and served as its President from 2012 into 2015. Prior to joining Professional Directional Enterprises, he was a Senior Managing Director at the private equity firm of Diamond Castle from 2005 to July of 2012. From 2000 to 2005, Mr. Wright was a Director at DLJ Merchant Banking Partners, a private equity firm. From 1996 to 2000, Mr. Wright was a Vice President and Associate in CSFB's Private Equity division and was an analyst from 1994 to 1996 in CSFB’s Investment Banking division. Mr. Wright holds a B.S., magna cum laude, from Washington & Lee University.

Pursuant to a compensation package recommended by the Compensation Committee of the Board and approved by the Board, Mr. Wright will receive the following compensation:

Annual Base Salary: $480,000 per year.

Annual Cash Incentive Plan: Mr. Wright will be eligible for a target cash bonus opportunity equal to 60% of his base salary and a maximum cash bonus opportunity equal to 120% of his base salary. Mr. Wright's fiscal 2017 target bonus will be guaranteed and will be paid in March 2017 so long as he is employed by the Company at the time of payout.

Long-Term Incentive Plan: Mr. Wright will be eligible for a target long-term incentive grant equal to 100% of his annual base salary. The form of the grant and related performance requirements will be determined by the Compensation Committee of the Board.

Initial Long-Term Incentive Award: Mr. Wright will receive a grant of $480,000 in restricted stock units (RSUs) on the Commencement Date based on the closing stock price on that date. These RSUs will ratably vest on each anniversary of the Commencement Date over four years.

Other Benefits: Mr. Wright will also be eligible for other benefits including participation in the Company's other employee benefit plans available to other employees of the Company (including healthcare).

The foregoing description of Mr. Wright's compensation does not purport to be complete and is qualified in its entirety by reference to the offer of employment from the Company to Mr. Wright, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

Additionally, on May 31, 2016, the Company entered into a severance agreement with Mr. Wright (the "*Wright Severance Agreement*"), to be effective as of June 22, 2016, substantially similar to what the Company has entered into with certain other executive officers and as described under the section entitled "Termination of Employment and Change of Control Arrangements-Executive Severance Agreements" in the Company's 2016 Proxy Statement filed with the Securities and Exchange Commission on April 15, 2016. That description is incorporated by reference herein with the following changes:

Pursuant to the Wright Severance Agreement, if Mr. Wright is terminated without cause or if he voluntarily terminates his employment for good reason, in each case other than in connection with a change of control, he will receive severance benefits for 18 months. If, during the period beginning one year prior to a change of control and ending one year following the change in control, Mr. Wright is terminated without cause or if Mr. Wright voluntarily terminates his employment for good reason, then (i) Mr. Wright will receive a lump sum cash stipend equal to 18 times the portion of the monthly premium that would have been paid by the Company for the same level of health and dental coverage he had in effect immediately prior to such termination, and (ii) all equity awards held by Mr. Wright under our 2016 Omnibus Incentive Plan will immediately vest on the later of the date of termination and the date of the change of control, and, if applicable, these equity awards will continue to be exercisable for 18 months following Mr. Wright's termination as if he had remained an employee of the Company. In addition, as a condition to receiving any benefits under the Wright Severance Agreement, Mr. Wright will be required to execute a waiver and release agreement.

The foregoing description of the Wright Severance Agreement does not purport to be complete and is qualified in its entirety by reference to the Wright Severance Amendment, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated by reference herein.

The Company also expects to enter into the Company's standard form of Indemnification Agreement with Mr. Wright, the form of which was filed as Exhibit 10.16 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on September 23, 2003 and is incorporated herein by reference as Exhibit 10.3.

There are no transactions in which Mr. Wright has an interest requiring disclosure under Item 404(a) of Regulation S-K or any family relationships requiring disclosure under Item 401(d) of Regulation S-K.

Item 7.01. Regulation FD Disclosure.

On June 2, 2016, the Company issued a press release announcing certain executive leadership changes. A copy of the press release is furnished as Exhibit 99.2 to this Current Report and is incorporated herein by reference.

None of the information contained in Item 7.01 or Exhibit 99.2 of this Form 8-K shall be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and none of it shall be incorporated by reference in any filing under the Securities Act of 1933, as amended. Furthermore, this report will not be deemed an admission as to the materiality of any information in the report that is required to be disclosed solely by Regulation FD.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*	Offer of employment from the Company to Lee A. Wright, dated as of May 31, 2016.
10.2*	Executive Severance Agreement by and between the Company and Lee A. Wright, dated as of May 31, 2016.
10.3	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)
99.1*	Press Release, dated June 2, 2016: Conn's, Inc. Reports First Quarter Fiscal 2017 Financial Results; Enhances Management Team; and Executing Strategies to Turn Around Credit Performance
99.2*	Press Release, dated June 2, 2016: Conn's, Inc. Announces Executive Appointments and Transitions

* Filed herewith

SIGNATURE

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

		CONN'S, INC.	
Date:	June 2, 2016	By:	/s/ Thomas R. Moran
		Name:	Thomas R. Moran
		Title:	Executive Vice President and Chief Financial Officer

4055 Technology Forest Blvd
Suite 210
The Woodlands, Texas 77381

May 31, 2016

Mr. Lee Wright
18 Palmer Crest
The Woodlands, TX 77381

Dear Lee,

We are pleased to offer you, subject to approval from the Board of Directors and completion of customary pre-employment testing:

- The position of Executive Vice President and Chief Financial Officer, reporting directly to the Chief Executive Officer;

- A cash compensation plan consisting of a base salary of $40,000 per month ($480,000 annualized) plus an annual bonus opportunity of 60% of your base salary (120% at maximum and pro-rated during your initial year of employment) if targeted company performance (as set by the Compensation Committee) is achieved. Your FY17 bonus opportunity of $288,000 will be guaranteed and paid in March 2017 assuming you are still employed with the company at the time of payout.

- Participation in the company's annual Long Term Incentive Program effective May 2017 (as determined by the Compensation Committee) at a participation rate equal to 100% of your base salary;

- An initial one-time grant of $480,000 worth of restricted stock units (RSUs) that will vest on a straight-line basis over four years, with the actual number of RSUs granted to be determined based on the closing stock price on the date you begin employment with the company;

- Executive Severance Agreement, which includes double trigger provisions consistent with the other executive officers; and

- Executive Indemnity Agreement consistent with the other executive officers.

You will become eligible for most of Conn's health and welfare benefits on the first of the month following two full months of employment. Conn's will, however, reimburse you for COBRA expenses (less the contribution you would pay, if you were on Conn's medical plan) to continue your current medical benefits until you become eligible for Conn's plan.

You will also become eligible for Conn's 401(k) Retirement Savings Plan at the beginning of a plan quarter immediately following three months of continuous service. You can, however, roll over the qualifying funds from your current 401(k) to Conn's plan at any time. Additionally, you will become eligible for Conn's Employee Stock Purchase Plan at the beginning of a plan quarter immediately following three months of continuous service.

Immediately upon hire, you will be eligible for three weeks of vacation and four personal holidays.

We look forward to having you join the Conn's team as soon as possible. Please acknowledge your acceptance of this offer of employment by signing below and returning one original document to me.

Sincerely,

/s/ Norm Miller

Norm Miller
Chief Executive Officer

Acceptance Acknowledged: /s/ Lee A. Wright

Date: 5/31/2016

Exhibit 10.2

EXECUTION VERSION

EXECUTIVE SEVERANCE AGREEMENT

THIS EXECUTIVE SEVERANCE AGREEMENT (this "Agreement") to be effective as of June 22, 2016 ("Effective Date"), by and between Conn's, Inc., a Delaware corporation with its principal offices at 4055 Technology Forest Blvd, The Woodlands, Texas 77381 ("Conn's"), and Lee A. Wright, an individual (the "Executive").

WHEREAS, Executive has agreed to commence employment with Conn's as its Executive Vice President and Chief Financial Officer as of the Effective Date;

WHEREAS, Conn's desires to provide the Executive certain benefits in the event of a termination of Executive's employment, subject to the terms and conditions set forth 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:

1. Term of Agreement. This Agreement will commence on the Effective Date and will continue in effect for one (1) year from such date, and shall automatically renew for successive one (1) year periods unless terminated by mutual written agreement of Executive and Conn's prior to the end of the then-existing term.

2. At-Will Employment. Conn's and Executive acknowledge that the Executive's employment shall be at-will, within the meaning of applicable law.

3. Severance Benefits Under this Agreement.

(a) *Termination of Employment for Any Reason.* The following payments will be paid to Executive upon Executive's termination of employment for any reason:

(i) Earned but unpaid Base Salary through the date of termination;

(ii) Any annual incentive plan bonus, or other form of incentive compensation, for which the performance measurement period has ended, but which is unpaid at the time of termination;

(iii) Any accrued but unpaid vacation and unused sick days;

(iv) Unreimbursed business expenses incurred by the Executive on behalf of Conn's.

(b) *Termination Without Cause, or Voluntary Termination by the Executive for Good Reason not in Connection with a Change of Control*. Except as otherwise provided in Section 3(c), and subject to Executive's execution and non-revocation of a release of claims pursuant to Section 3(d), if (x) Conn's terminates Executive's employment other than (A) for Cause or (B) as a result of Executive's death or Disability, or (y) Executive voluntarily terminates his employment for Good Reason, Conn's will pay Executive the following amounts and provide the following benefits:

(i) Executive shall continue to receive his Base Salary for the eighteen (18) month period (the "Severance Period") following such termination, payable in accordance with Conn's normal payroll practices.

(ii) During the Severance Period, Executive shall receive continued coverage under the Conn's medical, dental, life, disability, and other employee welfare benefit plans in which senior executives of Conn's are eligible to participate, to the extent Executive is eligible under the terms of such plans immediately prior to Executive's termination. For purposes of clarity, during the term of this Agreement Conn's shall provide Executive coverage under a major medical plan. Conn's obligation to provide the foregoing benefits shall terminate upon Executive's becoming eligible for comparable employee welfare benefits under a plan or arrangement provided by a new employer. Executive agrees to promptly notify Conn's of any such employment and the material terms of any employee welfare benefits offered to Executive in connection with such employment.

(iii) All awards held by Executive under the Conn's 2016 Omnibus Incentive Plan shall continue to vest and, if applicable, be exercisable, during the Severance Period as if Executive had remained an employee of Conn's.

(c) *Termination in Connection with a Change of Control*. If during the two (2) year period that begins on the date that is one (1) year prior to a Change of Control and ends on that date which is one (1) year following a Change of Control, Conn's (or its successor) terminates Executive's employment other than (A) for Cause or (B) as a result of Executive's death or Disability, or Executive voluntarily terminates his employment for Good Reason, then subject to Executive's execution and non-revocation of a release of claims pursuant to Section 3(d), Conn's will pay the following amounts and provide the following benefits:

(i) A lump-sum cash payment in an amount equal to three (3) times the Executive's Base Salary, which, subject to Section 16, shall be payable not later than () sixty (60) days following (A) Executive's termination (if Executive's employment terminates on or after the date of the Change of Control), or (B) the date of the Change of Control (if Executive's employment terminates during the one-year period prior to the date of the Change of Control); *provided, however,* that if the Change of Control is not a "change in control event," within the meaning of Treasury Regulations issued under Section 409A of the Code, then such amount shall be paid in monthly installments over a period of three years, rather than a lump sum payment. Notwithstanding the provisions of Section 3(c)(i)(B), the amount payable to Executive under this Section 3(c)(i) shall be reduced by the payments, if any, received by Executive pursuant to Section 3(b)(i).

(ii) Conn's will offer the Executive and any eligible family members the opportunity to elect to continue medical and dental coverage pursuant to COBRA. The Executive will be responsible for paying the required monthly premium for that coverage, but Conn's will pay the Executive a lump sum cash stipend equal to 18 times the portion of the monthly premium that would have been paid by Conn's for the same level of health and dental coverage the Executive had in effect immediately prior to his termination if the Executive were actively employed by Conn’s, and the Executive may, but is not required to, choose to use the stipend for the payment of COBRA premiums for any COBRA coverage that the Executive or eligible family members may elect. Conn’s will pay the stipend to the Executive within sixty (60) days after Executive’s termination of employment, or such later date required under Section 16, whether or not the Executive or any eligible family member elects COBRA coverage, whether or not the Executive continues COBRA coverage for the maximum period permitted by law, and whether or not the Executive receives medical or dental coverage from another employer while the Executive is receiving COBRA continuation coverage. Payment of the stipend will not in any way extend or modify the Executive’s continuation coverage rights under COBRA or any similar continuation coverage law.

(iii) All awards held by Executive under the Conn’s 2016 Omnibus Incentive Plan shall immediately vest and, if applicable, continue to be exercisable during the 18-month period following the date of termination as if Executive had remained an employee of Conn’s.

The terms of this Section 3(c) are continuing in nature and shall survive until the one (1) year anniversary of the earlier of Executive’s termination of employment or termination of this Agreement.

(d) Waiver and Release. Executive’s rights to any payments under 3(b) or 3(c) of this Agreement are contingent on Executive signing and returning, within 21 days following the date of termination (or, if permitted by Conn’s, within 45 days following the date of termination), an executed release of claims in a form prescribed by Conn’s, and not revoking such release within seven (7) days thereafter. Any amounts payable under Section 3(b)(i), 3(c)(i) and 3(c)(ii) shall be delayed until such conditions have been satisfied; provided, however, that if the period during which Executive may consider whether to execute or revoke such a release of claims begins in one calendar year and ends in a subsequent calendar year, all payments under Section 3(b) or 3(c) that otherwise would be payable in the first of such calendar years shall be paid in the subsequent calendar year in accordance with Section 409A of the Code.

4. Attorneys’ Fees, Costs and Expenses. Conn’s will reimburse Executive for the reasonable attorney fees, costs and expenses incurred by the Executive in connection with any claim made or action brought by Executive to enforce his rights hereunder, provided such action is not decided in favor of Conn’s.

5. Potential Limitation on Payments.

(a) Anything in this Agreement to the contrary notwithstanding, if it is determined that any payment or distribution by Conn’s to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 5) (all such payments and benefits, including the payments and benefits under Section 5 hereof, being hereinafter referred to as the "Total Payments") would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, collectively the "Excise Tax"), then the Total Payments will be reduced, in the order specified in Section 5(b), to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax, but only if the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(b) The Total Payments will be reduced in the following order: (i) reduction of any cash severance payments otherwise payable to the Executive that are exempt from Section 409A of the Code; (ii) reduction of any other cash payments or benefits otherwise payable to the Executive that are exempt from Section 409A of the Code, but excluding any payments attributable to any acceleration of vesting or payments with respect to any equity award that are exempt from Section 409A of the Code; (iii) reduction of any other payments or benefits otherwise payable to the Executive on a pro-rata basis or such other manner that complies with Section 409A of the Code, but excluding any payments attributable to any acceleration of vesting and payments with respect to any equity award that are exempt from Section 409A of the Code; and (iv) reduction of any payments attributable to any acceleration of vesting or payments with respect to any equity award that are exempt from Section 409A of the Code, in each case beginning with payments that would otherwise be made last in time.

(c) Subject to the provisions of Section 5(d) hereof, all determinations required to be made under this Section 5, including whether and when Total Payments should be reduced, the amount of such Total Payments, Excise Taxes and all other related determinations, as well as all assumptions to be utilized in arriving at such determinations, will be made by a nationally recognized certified public accounting firm as may be designated by Conn's, subject to Executive's approval which will not be unreasonably withheld (the "Accounting Firm"). All fees and expenses of the Accounting Firm will be borne solely by Conn's. Any determination by the Accounting Firm will be binding upon Conn's and the Executive.

(d) As a result of uncertainty in the application of Section 280G and Section 4999 of the Code at the time of the initial calculation by the Accounting Firm hereunder, it is possible that the cash severance payment made by Conn's will have been less than Conn's should have paid pursuant to Section 5 hereof (the amount of any such deficiency, the "Underpayment"), or more than Conn's should have paid pursuant to Section 5 hereof (the amount of any such overage, the "Overpayment").

In the event of an Underpayment, Conn’s will pay the Executive the amount of such Underpayment (together with interest at 120% of the rate provided in Section 1274(b)(2)(B) of the Code) not later than five business days after the amount of such Underpayment is subsequently determined, provided, however, such Underpayment will not be paid later than the end of the calendar year following the calendar year in which the Executive remitted the related taxes. In the event of an Overpayment, the amount of such Overpayment will be paid to Conn’s by the Executive not later than five business days after the amount of such Overpayment is subsequently determined (together with interest at 120% of the rate provided in Section 1274(b)(2)(B) of the Code).

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

(a) “*Affiliate*” shall mean, with respect to a person, any other person controlling, controlled by or under common control with the first person.

(b) “*Base Salary*” shall mean Executive’s annual base salary, as approved by the Compensation Committee of the Board, and effective as of the date immediately prior to the Executive’s termination of employment.

(c) “*Board”* shall mean the Board of Directors of Conn’s.

(d) “*Cause*” shall mean (i) behavior of Executive which is adverse to Conn’s interests, (ii) Executive’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.

(e) “*Change of Control*” means the occurrence of any of the following events:

(i) Any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Act”)) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Act), directly or indirectly, of securities of Conn’s representing thirty-five percent (35%) or more of the total voting power represented by Conn’s then outstanding voting securities;

(ii) A change in the composition of the Board occurring within a twelve-month period, as a result of which fewer than a majority of the directors are Incumbent Directors. “Incumbent Directors” will mean directors who either (A) are directors of Conn’s as of the effective date of this Agreement, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to Conn’s);

(iii) The consummation of a merger or consolidation of Conn’s with any other entity or corporation, other than a merger or consolidation that would result in the voting securities of Conn’s outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or such surviving entity's parent) at least fifty percent (50%) of the total voting power represented by the voting securities of Conn's or such surviving entity or such surviving entity's parent outstanding immediately after such merger or consolidation; or

(iv) The sale, lease, exchange or other transfer, directly or indirectly, of (A) all or substantially all of the assets of Conn's (in one transaction or in a series of related transactions), or (B) one of the significant operating divisions of Conn's, including the Retail and Credit Divisions.

(f) "*Confidential Information*" shall mean information: (i) disclosed to or known by the Executive 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; <u>provided</u>, <u>however</u>, that the term "Confidential Information" does not include information that (a) at the time it was received by Executive was generally available to the public, (b) prior to its use by Executive, becomes generally available to the public through no act or failure of Executive, (c) is received by Executive 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 Executive by virtue of his experience and know-how gained prior to employment with Conn's.

(g) "*Control*" and correlative terms shall mean the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a person.

(h) "*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.

(i) "*Disability*" shall mean Executive's permanent disability (A) as determined in accordance with the disability insurance that Conn's may then have in effect, if any, or (B) if no such insurance is in effect, shall mean that Executive is subject to a medical determination that he, because of a medically determinable disease, injury, or other mental or physical disability, is unable to perform substantially all of his then regular duties, and that such disability is determined or reasonably expected to last at least twelve (12) months, based on then-available medical information.

(j) "*Good Reason*" shall mean, (A) without Executive's express written consent, the material diminution of the Executive's title, duties, authority or responsibilities, relative to Executive's duties, authority or responsibilities as in effect immediately prior to such reduction, or the assignment to Executive of such reduced duties, authority or responsibilities, (B) without Executive's express written consent, a substantial reduction, without good business reasons, of the facilities and perquisites (including office space and location) available to the Executive immediately prior to such reduction, (C) a material reduction of Executive's Base Salary or annual bonus opportunity, each as in effect as of the Effective Date, (D) a material reduction in the kind or level of employee benefits, including additional bonus opportunities, to which the Executive was entitled immediately prior to such reduction with the result that the Executive's overall benefits package is significantly reduced, (F) for purposes of Section 3(c) only, the failure of Conn's to obtain the assumption of this Agreement by any successors contemplated in Section 9 below, or (G) for purposes of Section 3(c) only, the transfer of Executive's principal place of employment to a location that is more than one-hundred (100) miles from Executive's principal place of employment immediately prior to the Change of Control, or (H) any act or set of facts or circumstances that would, under case law or statute, constitute a constructive termination of Executive. Executive may terminate his employment for Good Reason only if (1) Executive provides written notice to Conn's of the occurrence of the Good Reason event (as described above) within thirty (30) days after Executive knows or reasonably should know of the circumstances constituting Good Reason, which notice shall specifically identify the circumstances which Executive believes constitute Good Reason; (2) Conn's fails to correct the circumstances constituting Good Reason within thirty (30) days after such notice; and (3) Executive resigns for Good Reason within thirty (30) days after the expiration of the correction period described in clause (2) hereof.

(k) "*Person*" shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization, or a government or agency or political subdivision thereof.

(l) "*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 Executive in the course of his employment by Conn's.

7. <u>Non-Disclosure, Non-Competition and Non-Solicitation.</u> Executive 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 Executive in order to allow Executive to fulfill his obligations as an executive of a publicly-held company and under this Agreement. In consideration of the special and unique opportunities afforded to Executive by Conn's as a result of Executive's employment, as outlined in the previous sentence, Executive hereby agrees as follows:

(a) Executive agrees that Executive 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 Executive's employment with Conn's. This Section 7(a) shall continue in full force and effect after termination of Executive's employment for any reason. Executive's obligations under this Section 7(a) 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 Executive, 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 Executive conceives or develops, as well as matters Executive learns from other executives of Conn's and any of its Affiliates. Notwithstanding anything herein to the contrary, nothing in this Agreement shall (i) prohibit the Executive from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of state or federal law or regulation, or (ii) require notification or prior approval by the Company of any reporting described in clause (i) above.

(b) Executive agrees that for the duration of this Agreement, and for a period of eighteen (18) months following Executive's termination of employment for any reason other than in connection with a Change of Control (as described in Section 3(c)), Executive shall 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 7(b) 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, including the NASDAQ Global Select Market.

(c) Executive agrees that for the duration of this Agreement, and for a period of eighteen (18) months following Executive's termination of employment for any reason, Executive shall 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 Executive or for another entity, firm, corporation, or individual.

(d) Executive 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. Executive further acknowledges that Conn's would suffer irreparable harm if Executive were to use or enable others to use such knowledge, information, and business acumen in competition with Conn's. Executive 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 Executive with specialized knowledge, training, and insight regarding Conn's operations as a publicly-held company. Executive 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 Executive than is necessary to protect the goodwill, Confidential Information and other legitimate business interests of Conn's. Executive agrees that any breach of this Section 7 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 Executive 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.

(e) Executive 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 Executive's custody or possession that has been obtained or prepared in the course of Executive'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 Executive'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 Executive's office, work area, and on the premises of Conn's upon termination of Executive's employment and at any time during Executive's employment, to ensure compliance with the terms of this Agreement.

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

8. 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 Executive: Lee A. Wright
4055 Technology Forest Blvd
The Woodlands, Texas 77381
Fax No: (877) 303-2445

If to Conn's: Conn's, Inc.
4055 Technology Forest Blvd
The Woodlands, Texas 77381
Attn: Office of the General Counsel
Fax No: (877) 303-2445

9. 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 (or, if applicable, a material division of Conn's, including the Retail or Credit division) 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 Executive under this Agreement may not be sold, assigned, transferred, pledged or hypothecated by Executive.

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

11. Arbitration. Except for any controversy or claim relating to Section 7 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 Executive'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 11. 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 the city of Conn's corporate offices 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 11. All fees and expenses of the arbitration shall be borne by the parties equally.

12. 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.

13. 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 no 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 7 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.

14. Entire Agreement; Amendment. This Agreement shall constitute the entire agreement between the parties with respect to compensation and benefits payable to Executive upon

his termination of employment with Conn's. This Agreement replaces and supersedes any and all existing agreements entered into between Executive and Conn's, whether oral or written, regarding the subject matter of this Agreement, except that this Agreement shall modify and supersede any equity award agreement between Executive and Conn's under the Conn's 2016 Omnibus Incentive Plan or any other equity plan as expressly set forth herein. The terms of this Agreement shall prevail to the extent of any conflict between the terms of this Agreement and any equity award agreement between Executive and Conn's under the Conn's 2016 Omnibus Incentive Plan or any other equity plan. 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.

15. Understand Agreement. Executive 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.

16. Section 409A of the Code. This Agreement is intended to comply with the requirements of Section 409A of the Code, and shall be interpreted and construed consistently with such intent. The payments to Executive pursuant to this Agreement are also intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4), and for such purposes, each payment to Executive under this Agreement shall be considered a separate payment. In the event the terms of this Agreement would subject Executive to taxes or penalties under Section 409A of the Code ("409A Penalties"), Conn's and Executive shall cooperate diligently to amend the terms of the Agreement to avoid such 409A Penalties, to the extent possible; *provided*, *however*, that in no event shall Conn's be responsible for any 409A Penalties that arise in connection with any amounts payable under this Agreement. To the extent any amounts under this Agreement are payable by reference to Executive's "termination of employment" such term and similar terms shall be deemed to refer to Executive's "separation from service," within the meaning of Section 409A of the Code. Notwithstanding any other provision in this Agreement, to the extent any payment hereunder constitutes nonqualified deferred compensation, within the meaning of Section 409A, and Executive is a specified employee (within the meaning of Section 409A of the Code) as of the date of Executive's separation from service, each such payment that is payable upon Executive's separation from service and would have been paid prior to the six-month anniversary of Executive's separation from service, shall be delayed until the earlier to occur of (i) the first day of the seventh month following Executive's separation from service or (ii) the date of Executive's death. Any reimbursement payable to Executive pursuant to this Agreement shall be conditioned on the submission by Executive of all expense reports reasonably required by Employer under any applicable expense reimbursement policy, and shall be paid to Executive in accordance with Conn's expense reimbursement policy, but in no event later than the last day of the calendar year following the calendar year in which Executive incurred the reimbursable expense. Any amount of expenses eligible for reimbursement, or in-kind benefit *provided*, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. The right to any reimbursement or in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit.

17. Recoupment. Any portion of the payments and benefits provided under this Agreement, as well as any other payments and benefits which you receive pursuant to a Company

plan or other arrangement, shall be subject to clawback to the extent necessary to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act, any Securities and Exchange Commission rule, or any policy that may be adopted by the Company's Board of Directors, as amended from time to time. Executive agrees to fully cooperate with Conn's in assuring compliance with such policies and provisions of applicable law.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in the city of Conn's corporate offices.

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

20. 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.

[***Signature Page Follows***]

IN WITNESS WHEREOF, the parties have executed this Agreement on May 31, 2016, to be effective as of the Effective Date.

CONN'S, INC.

By: /s/ Robert F. Bell
Name: Robert F. Bell
Title: Vice President and General Counsel

EXECUTIVE

/s/ Lee A. Wright
By: Lee A. Wright

Exhibit 99.1

Conn's, Inc. Reports First Quarter Fiscal 2017 Financial Results;
Enhances Management Team;
Executing Strategies to Turn Around Credit Performance

THE WOODLANDS, TEXAS, June 2, 2016 – **Conn's, Inc. (NASDAQ:CONN),** a specialty retailer of furniture and mattresses, home appliances, consumer electronics and home office products, and provider of consumer credit, today announced its financial results for the first quarter ended April 30, 2016.

Norm Miller, Conn's Chairman, Chief Executive Officer and President, commented, "Our results this quarter reflect the transition we are undergoing this year to transform our credit business. We have a strong, differentiated retail model that delivers an excellent value to our customers. Our work the past few years to revitalize our retail operation was highly successful, but changes in the underlying behavior of our customer base exposed the need for increased investment in credit risk management. We are temporarily slowing the pace of growth to allow us to implement strategies to turn around our credit segment's financial performance. These strategies include investments in our credit risk management team, improvements to our underwriting strategies and reviewing opportunities to increase the yield on the portfolio. It will take several quarters before the benefits of these efforts begin to meaningfully impact our reported results. I am confident we are headed in the right direction, and will end the year better positioned to achieve consistent and predictable earnings growth.

"As we focus on building out the infrastructure needed to support our growing retail and credit operations, having a strong, driven management team is paramount to delivering outstanding performance. I am pleased to announce the appointments of Lee Wright as our Chief Financial Officer and John Davis as Chief Credit Officer. They both present a unique mix of skills and experience with our customer base that will immediately enhance our financial and credit risk management teams. In addition, we’ve also announced the appointment of Mark Prior as our new General Counsel and the promotion of Mike Poppe to President and Chief Operating Officer of Credit and Collections.

"Overall, the retail segment in the first quarter of fiscal 2017 expanded with the successful opening of five new stores in the quarter, and delivered net sales growth of nearly 7%. Our long-term outlook and market opportunity remain intact, and we believe the actions we are taking to improve our credit results will significantly increase profitability in fiscal 2018 and beyond."

Retail Segment First Quarter Results (on a year-over-year basis unless otherwise noted)

Total retail revenues were $319.0 million for the first quarter of fiscal 2017, an increase of $20.4 million, or 6.8%, primarily a result of new store openings partially offset by a decline in same store sales. Excluding the impact of our April 2015 decision to exit video game products, digital cameras, and certain tablets, same store sales for the quarter decreased 1.3%. Sales growth was also impacted by underwriting changes made in the fourth quarter of fiscal 2016 and in the first quarter of fiscal 2017. Retail segment operating income for the first quarter was $33.7 million, and $34.2 million adjusted to exclude net charges of $0.5 million primarily from legal and professional fees related to securities-related litigation.

The following table presents net sales and changes in net sales by category:

	Three Months Ended April 30,					%	Same store
(dollars in thousands)	**2016**	**% of Total**	**2015**	**% of Total**	**Change**	**Change**	**% change**
Furniture and mattress	$ 105,306	33.0%	$ 89,502	30.0%	$ 15,804	17.7 %	3.8 %
Home appliance	87,904	27.6	$ 84,102	28.2	$ 3,802	4.5	(3.9)
Consumer electronics	65,865	20.7	71,430	23.9	(5,565)	(7.8)	(14.2)
Home office	22,473	7.1	21,985	7.4	488	2.2	(3.8)
Other	4,942	1.6	4,607	1.5	335	7.3	(1.6)
Product sales	286,490	90.0	271,626	91.0	14,864	5.5	(4.0)
Repair service agreement commissions	28,185	8.8	23,796	8.0	4,389	18.4	0.9
Service revenues	3,867	1.2	3,057	1.0	810	26.5	
Total net sales	318,542	100.0%	298,479	100.0%	20,063	6.7	(3.4)%
Other revenues	494		149		345		
Total revenues	$ 319,036		$ 298,628		$ 20,408	6.8 %	
Same store sales % change, excluding exited products							(1.3)%

The following provides a summary of items impacting the performance of our product categories during the first quarter of fiscal 2017 compared to the prior-year period:

- Furniture unit volume increased 23.5%, partially offset by a 3.8% decrease in average selling price;
- Mattress unit volume increased 13.2% and average selling price increased 3.3%;
- Home appliance unit volume increased 5.4% with average selling price flat. Total sales for refrigeration increased 6.8%, laundry increased 2.6%, and cooking increased 8.5%;
- Consumer electronic unit volume decreased 10.4%, partially offset by a 4.0% increase in average selling price. Television sales decreased 1.5% as unit volume decreased 8.1%, partially offset by a 7.2% increase in average selling price. Excluding the impact from exiting video game products and digital cameras, consumer electronics same store sales decreased 8.6%;
- Home office average selling price increased 11.0%, partially offset by a 7.4% decrease in unit volume. Excluding the impact from exiting certain tablets, home office same store sales increased 2.8%; and
- The increase in repair service agreement commissions was driven by improved program performance resulting in higher retrospective commissions and increased retail sales.

Credit Segment First Quarter Results (on a year-over-year basis unless otherwise noted)

Credit revenues increased 5.5% to $70.1 million. The credit revenue growth was attributable to the increase in the average receivable portfolio balance outstanding. The total customer portfolio balance was $1.5 billion at April 30, 2016, rising 11.2%, or $155.2 million, from April 30, 2015. The portfolio interest and fee income yield on an annualized basis was 15.8% for the first quarter, a decline of 80 basis points as compared to the same period last year.

Provision for bad debts for the first quarter of fiscal 2017 was $57.8 million, an increase of $10.3 million from the same prior-year period. This increase was primarily a result of the following:

- The recognition of expected losses stemming from higher-growth periods, including customer receivables originated during fiscal years 2014 through the first half of 2016. The Company continues to believe that portfolio performance has stabilized, and that the fiscal 2014 and 2015 originations will be the peak loss years. Both of these pools of originations are highly seasoned and the Company expects the ultimate net static pool loss rates to be in the high-13% to low-14% range, as previously communicated;
- A 14.1% increase in the average receivable portfolio balance resulting from new store openings over the past 12 months; and
- The balance of customer receivables accounted for as troubled debt restructurings increased to $123.5 million, or 8.0% of the total portfolio balance, driving $1.5 million of additional provision for bad debts.

Additional information on the credit portfolio and its performance may be found in the Customer Receivable Portfolio Statistics table included within this press release and in the Company's Form 10-Q for the quarter ended April 30, 2016, to be filed with the Securities and Exchange Commission.

First Quarter Results

Diluted loss for the quarter was $0.32 per share compared to diluted earnings for the prior-year quarter of $0.43 per share. Adjusted diluted loss for the quarter, which excludes charges and credits, was $0.31 per share compared to adjusted diluted earnings for the prior-year quarter, which excludes charges and credits, of $0.44 per share.

Store Update

During the first quarter, the Company opened five new Conn's HomePlus® stores in Louisiana (2), Nevada (1), South Carolina (1) and Tennessee (1), bringing the total store count to 108. Conn's plans to open approximately 10 to 12 new stores during fiscal year 2017.

Liquidity and Capital Resources

As of April 30, 2016, the Company had $161.9 million of immediately available borrowing capacity under its $810.0 million revolving credit facility, with an additional $567.6 million that could become available upon increases in eligible inventory and customer receivable balances under the borrowing base.

The Company continues to take actions to transform the capital structure of the business and to position it to execute its growth strategies while reducing risk and enhancing shareholder value. In March 2016, the Company securitized an additional $705.1 million of customer accounts receivables, which resulted in net proceeds to the Company of approximately $478.0 million, net of transaction costs and reserves. The proceeds were used to pay off the outstanding balance under the Company's revolving credit facility, with a small balance of cash remaining.

Outlook and Guidance

The following are the Company's expectations for the business for the second quarter of fiscal 2017:

- Retail gross margin between 37.0% and 37.5% of total net sales;
- Selling, general and administrative expenses between 28.25% and 29.25% of total revenues;
- Provision for bad debts between 14.25% and 15.25% of the average total customer portfolio balance (annualized);
- Credit segment finance charges and other revenues between 18.25% and 18.75% of the average total customer portfolio balance (annualized); and
- Interest expense between $25.5 million and $27.0 million.

The Company is updating its expectations for fiscal year 2017:

- Total revenue growth in the low- to mid-single digits;
- Change in same store sales to range from down mid- to low-single digits, considering the sales impact of underwriting changes;
- Retail gross margin between 36.75% and 37.50% of total net sales; and
- Opening of approximately 10 to 12 stores.

Conference Call Information

We will host a conference call on June 2, 2016, at 10 a.m. CT / 11 a.m. ET, to discuss our first quarter fiscal 2017 financial results. Participants can join the call by dialing 877-754-5302 or 678-894-3020. The conference call will also be broadcast simultaneously via webcast on a listen-only basis. A link to the earnings release, webcast and first quarter fiscal 2017 conference call presentation will be available at ir.conns.com.

Replay of the telephonic call can be accessed through June 9, by dialing 855-859-2056 or 404-537-3406 and Conference ID: 13408726.

About Conn's, Inc.

Conn's is a specialty retailer currently operating over 100 retail locations in Arizona, Colorado, Georgia, Louisiana, Mississippi, Nevada, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee and Texas. The Company's primary product categories include:

- Furniture and mattress, including furniture and related accessories for the living room, dining room and bedroom, as well as both traditional and specialty mattresses;
- Home appliance, including refrigerators, freezers, washers, dryers, dishwashers and ranges;
- Consumer electronics, including LED, OLED, Ultra HD, and internet-ready televisions, Blu-ray players, home theater and portable audio equipment; and
- Home office, including computers, printers and accessories.

Additionally, Conn's offers a variety of products on a seasonal basis. Unlike many of its competitors, Conn's provides flexible in-house credit options for its customers in addition to third-party financing programs and third-party rent-to-own payment plans.

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks and uncertainties. Such forward-looking statements include information concerning the Company's future financial performance, business strategy, plans, goals and objectives. Statements containing the words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "project," "should," or the negative of such terms or other similar expressions are generally forward-looking in nature and not historical facts. We can give no assurance that such statements will prove to be correct, and actual results may differ materially. A wide variety of potential risks, uncertainties, and other factors could materially affect the Company's ability to achieve the results either expressed or implied by the Company's forward-looking statements including, but not limited to: general economic conditions impacting the Company's customers or potential customers; the Company's ability to execute periodic securitizations of future originated customer loans including the sale of any remaining residual equity on favorable terms; the Company's ability to continue existing customer financing programs or to offer new customer financing programs; changes in the delinquency status of the Company's credit portfolio; unfavorable developments in ongoing litigation; increased regulatory oversight; higher than anticipated net charge-offs in the credit portfolio; the success of the Company's planned opening of new stores; technological and market developments and sales trends for the Company's major product offerings; the Company's ability to protect against cyber-attacks or data security breaches and to protect the integrity and security of individually identifiable data of the Company's customers and employees; the Company's ability to fund its operations, capital expenditures, debt repayment and expansion from cash flows from operations, borrowings from the Company's revolving credit facility, and proceeds from accessing debt or equity markets; the ability to continue the repurchase program; and the other risks detailed in the Company's most recent reports filed with the Securities and Exchange Commission, including but not limited to, the Company's Annual Report on Form 10-K, the Company's Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. If one or more of these or other risks or uncertainties materialize (or the consequences of such a development changes), or should our underlying assumptions prove incorrect, actual outcomes may vary materially from those reflected in our forward-looking statements. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release. We disclaim any intention or obligation to update publicly or revise such statements, whether as a result of new information, future events or otherwise. All forward-looking statements attributable to us, or to persons acting on our behalf, are expressly qualified in their entirety by these cautionary statements.

CONN-G

S.M. Berger & Company
Andrew Berger (216) 464-6400

CONN'S, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)
(in thousands, except per share amounts)

	Three Months Ended April 30,	
	2016	**2015**
Revenues:		
Total net sales	$ 318,542	$ 298,479
Finance charges and other revenues	70,571	66,597
Total revenues	**389,113**	**365,076**
Costs and expenses:		
Cost of goods sold	204,466	187,133
Selling, general and administrative expenses	113,247	95,675
Provision for bad debts	58,218	47,543
Charges and credits	526	619
Total costs and expenses	**376,457**	**330,970**
Operating income	**12,656**	**34,106**
Interest expense	25,896	9,428
Income (loss) before income taxes	**(13,240)**	**24,678**
Provision (benefit) for income taxes	(3,491)	9,001
Net income (loss)	**$ (9,749)**	**$ 15,677**
Earnings (loss) per share:		
Basic	$ (0.32)	$ 0.43
Diluted	$ (0.32)	$ 0.43
Weighted average common shares outstanding:		
Basic	30,661	36,365
Diluted	30,661	36,880

CONN'S, INC. AND SUBSIDIARIES
CONDENSED RETAIL SEGMENT FINANCIAL INFORMATION
(unaudited)
(dollars in thousands)

	Three Months Ended April 30,	
	2016	**2015**
Revenues:		
Product sales	$ 286,490	$ 271,626
Repair service agreement commissions	28,185	23,796
Service revenues	3,867	3,057
Total net sales	318,542	298,479
Other revenues	494	149
Total revenues	**319,036**	**298,628**
Costs and expenses:		
Cost of goods sold	204,466	187,133
Selling, general and administrative expenses	79,983	68,227
Provision for bad debts	398	69
Charges and credits	526	619
Total costs and expenses	**285,373**	**256,048**
Operating income	**$ 33,663**	**$ 42,580**
Retail gross margin	35.8%	37.3%
Selling, general and administrative expense as percent of revenues	25.1%	22.8%
Operating margin	10.6%	14.3%
Store count:		
Beginning of period	103	90
Opened	5	3
Closed	—	(2)
End of period	108	91

CONN'S, INC. AND SUBSIDIARIES
CONDENSED CREDIT SEGMENT FINANCIAL INFORMATION
(unaudited)
(dollars in thousands)

	Three Months Ended April 30,	
	2016	**2015**
Revenues -		
Finance charges and other revenues	**$ 70,077**	**$ 66,448**
Costs and expenses:		
Selling, general and administrative expenses	33,264	27,448
Provision for bad debts	57,820	47,474
Total costs and expenses	**91,084**	**74,922**
Operating loss	**(21,007)**	**(8,474)**
Interest expense	25,896	9,428
Loss before income taxes	**$ (46,903)**	**$ (17,902)**
Selling, general and administrative expense as percent of revenues	47.5 %	41.3 %
Selling, general and administrative expense as percent of average total customer portfolio balance (annualized)	8.5 %	8.0 %
Operating margin	(30.0)%	(12.8)%

CONN'S, INC. AND SUBSIDIARIES
CUSTOMER RECEIVABLE PORTFOLIO STATISTICS
(unaudited)

	As of April 30,	
	2016	**2015**
Weighted average credit score of outstanding balances	595	595
Average outstanding customer balance	$ 2,381	$ 2,355
Balances 60+ days past due as a percentage of total customer portfolio balance	8.6%	8.4%
Re-aged balance as a percentage of total customer portfolio balance	14.8%	12.9%
Account balances re-aged more than six months (in thousands)	$ 65,615	$ 47,423
Allowance for bad debts as a percentage of total customer portfolio balance	12.7%	11.1%
Percent of total customer portfolio balance represented by no-interest option receivables	36.5%	34.8%

	Three Months Ended April 30,	
	2016	**2015**
Total applications processed	314,378	292,602
Weighted average origination credit score of sales financed	609	617
Percent of total applications approved and utilized	35.9%	44.3%
Average down payment	3.9%	4.0%
Average income of credit customer at origination	$ 40,100	$ 40,500
Percent of retail sales paid for by:		
In-house financing, including down payment received	75.5%	85.4%
Third-party financing	12.5%	2.6%
Third-party rent-to-own options	5.2%	5.1%
	93.2%	93.1%

CONN'S, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited)
(in thousands)

	April 30, 2016	January 31, 2016
Assets		
Current Assets:		
Cash and cash equivalents	$ 11,542	$ 12,254
Restricted cash	94,072	64,151
Customer accounts receivable, net of allowances	727,079	743,931
Other accounts receivable	84,558	95,404
Inventories	181,543	201,969
Income taxes recoverable	15,393	10,774
Prepaid expenses and other current assets	19,300	20,092
Total current assets	**1,133,487**	**1,148,575**
Long-term portion of customer accounts receivable, net of allowances	596,889	631,645
Long-term restricted cash	25,002	14,425
Property and equipment, net	163,626	151,483
Deferred income taxes	69,264	70,219
Other assets	8,557	8,953
Total assets	**$ 1,996,825**	**$ 2,025,300**
Liabilities and Stockholders' Equity		
Current liabilities:		
Current maturities of capital lease obligations	$ 769	$ 799
Accounts payable	97,515	86,797
Accrued expenses	43,900	39,374
Other current liabilities	20,297	19,155
Total current liabilities	**162,481**	**146,125**
Deferred rent	82,848	74,559
Long-term debt and capital lease obligations	1,203,361	1,248,879
Other long-term liabilities	17,920	17,456
Total liabilities	**1,466,610**	**1,487,019**
Stockholders' equity	530,215	538,281
Total liabilities and stockholders' equity	**$ 1,996,825**	**$ 2,025,300**

CONN'S, INC. AND SUBSIDIARIES
NON-GAAP RECONCILIATIONS
(unaudited)
(dollars in thousands)

RETAIL SEGMENT OPERATING INCOME, AS ADJUSTED

	Three Months Ended April 30,	
	2016	**2015**
Retail segment operating income, as reported	**$ 33,663**	**$ 42,580**
Adjustments:		
Store and facility closure and relocation costs	—	425
Legal and professional fees related to evaluation of strategic alternatives and securities-related litigation	454	194
Executive management transition costs	72	—
Retail segment operating income, as adjusted	**$ 34,189**	**$ 43,199**
Retail segment total revenues	$ 319,036	$ 298,628
Retail segment operating margin:		
As reported	10.6%	14.3%
As adjusted	10.7%	14.5%

NET INCOME, AS ADJUSTED, AND DILUTED EARNINGS PER SHARE AS ADJUSTED

	Three Months Ended April 30,	
	2016	**2015**
Net income (loss), as reported	**$ (9,749)**	**$ 15,677**
Adjustments:		
Store and facility closure and relocation costs	—	425
Legal and professional fees related to evaluation of strategic alternatives and securities-related litigation	454	194
Executive management transition costs	72	—
Tax impact of adjustments	(139)	(226)
Net income (loss), as adjusted	**$ (9,362)**	**$ 16,070**
Weighted average common shares outstanding - Diluted	30,661	36,880
Earnings (loss) per share:		
As reported	$ (0.32)	$ 0.43
As adjusted	$ (0.31)	$ 0.44

Basis for presentation of non-GAAP disclosures:

To supplement the condensed consolidated financial statements, which are prepared and presented in accordance with accounting principles generally accepted in the United States of America ("GAAP"), we also provide retail segment adjusted operating income, retail adjusted operating margin, adjusted net income, and adjusted earnings (loss) per diluted share. These non-GAAP financial measures are not meant to be considered as a substitute for comparable GAAP measures but should be considered in addition to results presented in accordance with GAAP, and are intended to provide additional insight into our operations and the factors and trends affecting the business. Management believes these non-GAAP financial measures are useful to financial statement readers because (1) they allow for greater transparency with respect to key metrics we use in our financial and operational decision making and (2) they are used by some of its institutional investors and the analyst community to help them analyze our operating results.

Exhibit 99.2

Conn's, Inc. Announces Executive Appointments and Transitions

THE WOODLANDS, TEXAS, June 2, 2016 – **Conn's, Inc. (NASDAQ:CONN),** a specialty retailer of furniture and mattresses, home appliances, consumer electronics and home office products, and provider of consumer credit, today announced the appointments of three new executives across the Company's financial, legal and credit areas.

Experienced financial executive Lee Wright to join as new CFO

The Company also announced the following appointments:

- **Mark Prior as General Counsel and Corporate Secretary;**
- **John Davis as Chief Credit Officer; and**
- **Michael Poppe promoted to President and Chief Operating Officer of Credit and Collections.**

Lee Wright, formerly Chief Executive Officer for Professional Directional Enterprises, Inc., will succeed Tom Moran as Chief Financial Officer, starting on June 22, 2016 and will be based in the Company's headquarters in The Woodlands, Texas. Mr. Moran is expected to remain at the Company for a period of 120 days to support a seamless transition.

"Tom has helped position our financial organization for long-term success and we are grateful for his contributions," said Norm Miller, Chairman, Chief Executive Officer and President of Conn's. "We wish him all the best in his future endeavors."

Miller continued, "Lee is a proven financial leader with a deep understanding of capital and debt management, and we are thrilled to have him join our leadership team. We are confident his experience in the capital markets and working in the subprime finance industry will enhance our ability to deliver on our growth plans and ultimately drive greater value for our shareholders."

Mr. Wright brings over two decades of capital markets, advisory and transactions experience to Conn's. He was most recently CEO of Professional Directional Enterprises, an independent oilfield service firm and portfolio company of private equity firm Diamond Castle Holdings.

Prior to joining Professional Directional in 2012, Mr. Wright was Senior Managing Director at Diamond Castle Holdings, where he was responsible for all phases of the investment process on behalf of Diamond Castle Partners IV, L.P., a $1.85 billion private equity fund. During that time, Mr. Wright was responsible for an investment in the subprime finance industry, and stayed involved with the operations of that company as a board member.

"I'm excited to join a business with such a compelling growth opportunity and highly motivated leadership team," said Mr. Wright. "I'm looking forward to working with Conn's management team to continue building the Company's financial organization with the goal of delivering the best returns possible for all of our stakeholders."

The Company also announced the appointment of Mark Prior as General Counsel and Corporate Secretary, effective July 14, 2016. Mr. Prior will be joining Conn's from DFC Global Corp, where he is Deputy General Counsel, Senior Vice President and Corporate Secretary. As part of the transition, his predecessor is expected to remain at Conn's for a period of 120 days to ensure a smooth handover of responsibilities.

Mr. Prior brings over two decades of legal experience to Conn's. Since 2007, he has been a senior member of DFC Global Corp's global law department, and served as General Counsel and Corporate Secretary from 2013 to 2015, overseeing a team of attorneys and paralegals in the US, Canada, and Europe. In this role, Mr. Prior advised senior officers in operations, compliance, IT, finance, treasury, and HR with legal and commercial advice to advance the company's strategic goals. Previously, he was Corporate Counsel for the Philadelphia Stock Exchange. Before that, Mr. Prior was a firm partner and attorney at Rubin Fortunato P.C.

John Davis was appointed Conn's Chief Credit Officer, in late May. In this role, Mr. Davis will lead the evolution of the Company's credit risk management effort to drive profitable sales volume while mitigating risk to the Company. Mr. Davis has 26 years of credit and collections experience, and over 10 years in the subprime industry. Before joining Conn's, he served as Founder and CEO of GFC Advisors, Ltd, a consultancy in the consumer credit industry. Prior to that, he was President, E-Commerce for DFC Global Corp and was responsible for all aspects of credit and collections.

In addition to the three executive appointments, Conn's has promoted Michael Poppe from Executive Vice President and Chief Operating Officer to President and Chief Operating Officer of Credit and Collections. The title of President recognizes Mr. Poppe's growing oversight of the credit operation, reflecting the integral role he plays within the Executive Management Team, and the Company's desire to focus his efforts on its critical Credit and Collections business.

"We are thrilled with these additions to our team, and confident that their skills and experience will help us execute our near-term turnaround efforts, while building a foundation to achieve our long-term growth objectives and create significant shareholder value," concluded Miller.

About Conn's, Inc.

Conn's is a specialty retailer currently operating over 100 retail locations in Arizona, Colorado, Georgia, Louisiana, Mississippi, Nevada, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee and Texas. The Company's primary product categories include:

- Furniture and mattress, including furniture and related accessories for the living room, dining room and bedroom, as well as both traditional and specialty mattresses;
- Home appliance, including refrigerators, freezers, washers, dryers, dishwashers and ranges;
- Consumer electronics, including LED, OLED, Ultra HD, and internet-ready televisions, Blu-ray players, home theater and portable audio equipment; and
- Home office, including computers, printers and accessories.

Additionally, Conn's offers a variety of products on a seasonal basis. Unlike many of its competitors, Conn's provides flexible in-house credit options for its customers in addition to third-party financing programs and third-party rent-to-own payment plans.

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks and uncertainties. Such forward-looking statements include information concerning the Company's future financial performance, business strategy, plans, goals and objectives. Statements containing the words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "project," "should," or the negative of such terms or other similar expressions are generally forward-looking in nature and not historical facts. We can give no assurance that such statements will prove to be correct, and actual results may differ materially. A wide variety of potential risks, uncertainties, and other factors could materially affect the Company's ability to achieve the results either expressed or implied by the Company's forward-looking statements including, but not limited to: general economic conditions impacting the Company's customers or potential customers; the Company's ability to execute periodic securitizations of future originated customer loans including the sale of any remaining residual equity on favorable terms; the Company's ability to continue existing customer financing programs or to offer new customer financing programs; changes in the delinquency status of the Company's credit portfolio; unfavorable developments in ongoing litigation; increased regulatory oversight; higher than anticipated net charge-offs in the credit portfolio; the success of the Company's planned opening of new stores; technological and market developments and sales trends for the Company's major product offerings; the Company's ability to protect against cyber-attacks or data security breaches and to protect the integrity and security of individually identifiable data of the Company's customers and employees; the Company's ability to fund its operations, capital expenditures, debt repayment and expansion from cash flows from operations, borrowings from the Company's revolving credit facility, and proceeds from accessing debt or equity markets; the ability to continue the repurchase program; and the other risks detailed in the Company's most recent reports filed with the Securities and Exchange Commission, including but not limited to, the Company's Annual Report on Form 10-K, the Company's Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. If one or more of these or other risks or uncertainties materialize (or the consequences of such a development changes), or should our underlying assumptions prove incorrect, actual outcomes may vary materially from those reflected in our forward-looking statements. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release. We disclaim any intention or obligation to update publicly or revise such statements, whether as a result of new information, future events or otherwise. All forward-looking statements attributable to us, or to persons acting on our behalf, are expressly qualified in their entirety by these cautionary statements.

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