

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

FORM 8-K

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

Date of Report:
(Date of earliest event reported)

August 28, 2006

CONN'S, INC.
(Exact name of registrant as specified in charter)

Delaware
(State or other Jurisdiction of Incorporation or Organization)

000-50421
(Commission File Number)

06-1672840
(IRS Employer Identification No.)

3295 College Street
Beaumont, Texas 77701
(Address of Principal Executive Offices and zip code)

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

N/A
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Securities Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) 12 under the Securities Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) 12 under the Securities Act (17 CFR 240.13e-2(c))

Item 1.01 Entry into a Material Definitive Agreement.

Effective August 28, 2006, the Company entered a "First Amendment to Credit Agreement" with its existing lenders, with JPMorgan Chase Bank, National Association, as the Administrative Agent, Bank of America, N.A., as the Syndication Agent, and SunTrust Bank, as the Documentation Agent. The First Amendment increases the Company's restricted payment, which includes payments for repurchases of capital stock, capacity from \$25 million to \$50 million. There were no other modifications of the Credit Agreement.

Item 9.01 Financial Statements and Exhibits

Exhibit 10.1 First Amendment to Credit Agreement

SIGNATURES

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: August 31, 2006

By: /s/ David L. Rogers

David L. Rogers
Chief Financial Officer

Exhibit 10.1

First Amendment to Credit Agreement

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is made and entered into effective as of August 28, 2006 by and among CONN APPLIANCES, INC., a Texas corporation ("CAI") and CAI CREDIT INSURANCE AGENCY, INC., a Louisiana corporation ("Louisiana Insurance Company") (CAI and Louisiana Insurance Company being herein collectively called "Borrowers"); each of the Lenders which is or may from time to time become a party to the Credit Agreement (as defined below) (individually, a "Lender" and, collectively, the "Lenders"), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, acting as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent").

RECITALS

A. The Borrowers, the Lenders and the Administrative Agent executed and delivered that certain Credit Agreement dated as of October 31, 2005. Said Credit Agreement, as amended, supplemented and restated, is herein called the "Credit Agreement". Any capitalized term used in this Amendment and not otherwise defined shall have the meaning ascribed to it in the Credit Agreement.

B. The Borrowers, the Lenders and the Administrative Agent desire to amend the Credit Agreement in certain respects.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations and warranties herein set forth, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Lenders and the Administrative Agent do hereby agree as follows:

SECTION 1. Amendment to Credit Agreement. The reference to "\$25,000,000" set forth in Section 6.06 of the Credit Agreement is hereby amended to read "\$50,000,000".

SECTION 2. Ratification. Except as expressly amended by this Amendment, the Credit Agreement and the other Loan Documents shall remain in full force and effect. None of the rights, title and interests existing and to exist under the Credit Agreement are hereby released, diminished or impaired, and the Borrowers hereby reaffirm all covenants, representations and warranties in the Credit Agreement.

SECTION 3. Expenses. The Borrowers shall pay to the Administrative Agent all reasonable fees and expenses of Administrative Agent's legal counsel incurred in connection with the execution of this Amendment.

SECTION 4. Certifications. The Borrowers hereby certify that (a) no event or condition has occurred or arisen since the Effective Date which has had a Material Adverse Effect and (b) no Default or Event of Default has occurred and is continuing or will occur as a result of this Amendment.

SECTION 5. Miscellaneous. This Amendment (a) shall be binding upon and inure to the benefit of the Borrowers, the Lenders and the Administrative Agent and their respective successors, assigns, receivers and trustees; (b) may be modified or amended only by a writing signed by the required parties; (c) shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America; (d) may be executed in several counterparts by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered either in original form or by telecopy, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement and (e) together with the other Loan Documents, embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, consents and understandings relating to such subject matter. The headings herein shall be accorded no significance in interpreting this Amendment.

NOTICE PURSUANT TO TEX. BUS. & COMM. CODE §26.02

THE CREDIT AGREEMENT, AS AMENDED BY THIS AMENDMENT, AND ALL OTHER LOAN DOCUMENTS EXECUTED BY ANY OF THE PARTIES PRIOR HERETO OR SUBSTANTIALLY CONCURRENTLY HERewith CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Borrowers, the Lenders and the Administrative Agent have caused this Amendment to be signed by their respective duly authorized officers, effective as of the date first above written.

CONN APPLIANCES, INC.,
a Texas corporation

By: David R. Atnip
Name: DAVID R. ATNIP
Title: SVP and TREASURER

CAI CREDIT INSURANCE AGENCY, INC.,
a Louisiana corporation

By: David R. Atnip
Name: DAVID R. ATNIP
Title: PRESIDENT

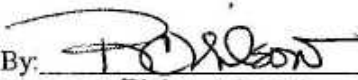
JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent and as a
Lender

By: R. Michael Arnett
Name: R. MICHAEL ARNETT
Title: VICE PRESIDENT

BANK OF AMERICA, N.A.,
as Syndication Agent and as a Lender

By: 
Name: Gary L. Mingle
Title: Senior Vice President

SUNTRUST BANK,
as Documentation Agent and as a Lender

By: 
Name: Richard C. Wilson
Title: Managing Director

CAPITAL ONE, N.A. F/K/A
HIBERNIA NATIONAL BANK

By: *Bill C. Darling*
Name: BILL C. DARLING
Title: VICE PRESIDENT

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GUARANTY BANK

By: *D. Scott Wiginton*
Name: D. Scott Wiginton
Title: Senior Vice President

The undersigned Guarantors hereby join in this Amendment to evidence their consent to execution by Borrower of this Amendment, to confirm that each Loan Document now or previously executed by the undersigned applies and shall continue to apply to the Credit Agreement, as amended hereby, to acknowledge that without such consent and confirmation, Lender would not execute this Amendment and to join in the notice pursuant to Tex. Bus. & Comm. Code §26.02 set forth above.

"GUARANTORS"

CAI HOLDING CO., a Delaware corporation,
CONN APPLIANCES, L.L.C., a Delaware limited liability company, CAI CREDIT, L.L.C., a Delaware limited liability company,

By: Michael G. Morgan
Name: Michael G. Morgan
Title: Vice President

CAI L.P., a Texas limited partnership

By: Conn Appliances, Inc., its General Partner

By: David R. Atnip
Name: DAVID R. ATNIP
Title: SVP and TREASURER

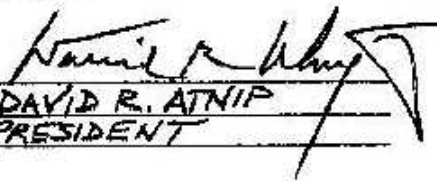
CAI L.P., a Texas limited partnership

By: Conn Appliances, Inc., its General Partner

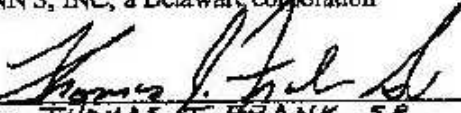
By: David R. Atnip
Name: DAVID R. ATNIP
Title: SVP and TREASURER

CAI CREDIT INSURANCE AGENCY L.P., a
Louisiana limited partnership

By: CAI Credit Insurance Agency, Inc., its
General Partner

By: 
Name: DAVID R. ATNIP
Title: PRESIDENT

CONN'S, INC, a Delaware corporation

By: 
Name: THOMAS K. FRANK, SR.
Title: CHIEF EXECUTIVE OFFICER and
CHAIRMAN OF THE BOARD