
**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): **July 2, 2010**

Conn's, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

000-50421
(Commission File Number)

06-1672840
(IRS Employer Identification No.)

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

77701
(Zip Code)

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

Not applicable
(Former name or former address, if changed since last report.)

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

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

Effective July 2, 2010, Conn Funding II, L.P., our variable interest entity, as Issuer, entered into a Fifth Supplemental Indenture with Wells Fargo Bank, National Association, as Trustee, amending that certain Base Indenture, dated as of September 1, 2002, as amended and supplemented from time to time, between Trustee and Issuer, containing the terms of certain asset-backed notes, referred to as the Asset-Backed Notes. The Fifth Supplemental Indenture provides for the redemption of the Asset-Backed Notes conditioned upon the sale of the receivables held by the Issuer and for the waiver of certain notice requirements. A copy of the Fifth Supplemental Indenture is attached hereto as Exhibit 99.1 and is incorporate by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are filed with this report:

<u>Exhibits</u>	<u>Description</u>
99.1	Fifth Supplemental Indenture

SIGNATURE

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

CONN'S, INC.

Date: July 7, 2010

By: /s/ Michael J. Poppe
Name: Michael J. Poppe
Title: Executive Vice President and Chief Financial Officer

CONN FUNDING II, L.P.,

as Issuer

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

Asset Backed Notes

(Issuable in Series)

FIFTH SUPPLEMENTAL INDENTURE

dated as of July 2, 2010

FIFTH SUPPLEMENTAL INDENTURE

This FIFTH SUPPLEMENTAL INDENTURE is dated as of July 2, 2010 (this "Fifth Supplemental Indenture"), is between CONN FUNDING II, L.P., a special purpose limited partnership established under the laws of Texas, as issuer (the "Issuer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (successor by merger to Wells Fargo Bank Minnesota, National Association), a banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"). Capitalized terms used herein but not otherwise defined shall have the meanings given in the Indenture (as defined below).

RECITALS

WHEREAS, the Issuer and the Trustee have entered into a Base Indenture dated as of September 1, 2002, between the Issuer and the Trustee (the "Base Indenture"), as supplemented by (i) the First Supplemental Indenture dated as of October 29, 2004 (the "First Supplemental Indenture"), (ii) the Second Supplemental Indenture dated as of June 1, 2006 (the "Second Supplemental Indenture"), (iii) the Third Supplemental Indenture dated as of June 28, 2007 (the "Third Supplemental Indenture"), (iv) the Fourth Supplemental Indenture dated as of August 14, 2008 (the "Fourth Supplemental Indenture"), (v) the Amended and Restated Series 2002-A Supplement dated as of September 10, 2007 (as amended, the "2002-A Supplement"), as amended by (a) Supplement No. 1 to Series 2002-A Supplement dated as of August 14, 2008 ("Supplement No. 1"), and (b) Supplement No. 2 to Series 2002-A Supplement dated as of March 16, 2010 ("Supplement No. 2"), pursuant to which the Issuer's Series 2002-A Notes (the "Series 2002-A Notes") were issued, and (v) the Series 2006-A Series Supplement dated as of August 1, 2006 (the "2006-A Supplement" and, together with the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the 2002-A Supplement, the "Indenture"), pursuant to which the Issuer's Series 2006-A Notes were issued (the "Series 2006-A Notes"), and together with the Series 2002-A Notes, the "Notes"); and

WHEREAS, the Issuer and the Trustee desire to amend certain provisions of the Indenture to permit the redemption of the Notes upon the sale of all or substantially all of the Receivables; and

WHEREAS, (i) Section 13.2 of the Base Indenture requires the consent of the Required Persons and the Holder of each outstanding Note affected by the amendments reflected herein, and (ii) Section 7.3 of the Second Amended and Restated Note Purchase Agreement dated as of August 14, 2008 (as amended, the "Series 2002-A Note Purchase Agreement"), among the Issuer, Conn Appliances, Inc., CAI, L.P., Three Pillars Funding LLC, SunTrust Robinson Humphrey, Inc., Park Avenue Receivables Corporation, and JPMorgan Chase Bank, N.A., requires the consent of the Required Persons of Series 2002-A for the execution of this Fifth Supplemental Indenture; and

WHEREAS, the Holders of the Notes desire to give their consent to the amendments effected by this Fifth Supplemental Indenture and to waive any provision that may require Notice Person consent hereto.

NOW, THEREFORE, to comply with the provisions of the Indenture and in consideration of the above premises, the Issuer and the Trustee covenant and agree for the benefit of the respective Noteholders as follows:

ARTICLE 1.

GENERAL

SECTION 1.01 This Fifth Supplemental Indenture is supplemental to the Indenture and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

SECTION 1.02 This Fifth Supplemental Indenture shall become effective upon the execution and delivery of this Fifth Supplemental Indenture by each of the Issuer and the Trustee and receipt of (i) the consent of all of the Holders of the Notes to this Fifth Supplemental Indenture and (ii) the waiver of all of the Holders of the Notes of any requirement in any Transaction Document of Series 2006-A Notice Person consent.

ARTICLE 2.

AMENDMENT TO BASE INDENTURE

SECTION 2.01 Amendment of Section 1.1. The defined term "Redemption Date" in Section 1.1 of the Base Indenture is hereby amended by replacing the words "specified by the Servicer or Issuer" in clause (a) thereof with "or other date upon which the Servicer or Issuer redeems the Notes."

SECTION 2.02 Amendment of Section 14.1. Section 14.1 of the Base Indenture is hereby amended by labeling the current text as subsection (a), and replacing the reference to "Section 14.1" in the re-labeled subsection with "14.1(a)", and inserting a new subsection (b) to read as follows:

"(b) All of the Notes of all Series are subject to mandatory redemption in full at the Redemption Price by the Issuer on any date upon which the Issuer sells, conveys or otherwise transfers all or substantially all of the Receivables. If the Notes of any Series are to be redeemed pursuant to this Section 14.1(b), the Issuer shall furnish notice of its intent to effect such sale and redemption to the Trustee not later than ten (10) days prior to the Redemption Date. On or prior to 2:00 p.m. New York time on the Redemption Date, the Issuer shall deposit with the Trustee in the related Payment Account the Redemption Price of the Notes of each outstanding Series to be redeemed in full (it being understood that any such redemption (including in connection with the sale or other transfer of all or substantially all of the Receivables) shall be made only if the aggregate Redemption Price with respect to all Notes equals at least the unpaid amount of the then outstanding principal amount of all Notes plus all accrued and unpaid interest thereon). Notwithstanding any other provision of this Indenture to the contrary, the cash portion of the purchase price for the Receivables purchased in connection with a redemption contemplated by this Section 14.1(b) shall be at least equal to the Redemption Price, and the total consideration received by the Issuer for the Receivables shall be fair and reasonably equivalent value."

FIFTH SUPPLEMENTAL INDENTURE
CONN FUNDING II, L.P.

SECTION 5.03
of laws provisions thereof.

The laws of the State of New York shall govern this Fifth Supplemental Indenture without regard to the conflict

SECTION 5.04
separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

SECTION 5.05
The Issuer reaffirms that (i) each of the representations and warranties made by it in the Indenture and each of the other Transaction Documents to which it is a party are true and correct in all material respects on and as of the effective date hereof (except to the extent they expressly relate to an earlier or later time and then as of such earlier or later time), (ii) no Event of Default or event which, upon notice or lapse of time or both, would result in an Event of Default with respect to the Notes has occurred, and (iii) no Servicer Default or event which, upon notice or lapse of time or both, would result in a Servicer Default has occurred.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FIFTH SUPPLEMENTAL INDENTURE
CONN FUNDING II, L.P.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Fifth Supplemental Indenture to be duly executed by their respective officers, thereunto duly authorized, as of the day and year first written above.

CONN FUNDING II, L.P., as Issuer

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

By: /s/ David R. Atnip
Name: David R. Atnip
Title: Treasurer

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
not in its individual capacity,
but solely as Trustee

By: /s/ Kristen L. Puttin
Name: Kristen L. Puttin
Title: Vice President

FIFTH SUPPLEMENTAL INDENTURE
CONN FUNDING II, L.P.

CONSENTED AND AGREED TO BY:

THREE PILLARS FUNDING LLC, as a Conduit
Purchaser (Series 2002-A Notes)

By: /s/ Karla L. Boyd

Name: Karla L. Boyd

Title: Vice President

SUNTRUST ROBINSON HUMPHREY, INC.,
as Administrator (Series 2002-A Notes)

By: /s/ Joseph R. Franke

Name: Joseph R. Franke

Title: Director

FIFTH SUPPLEMENTAL INDENTURE
CONN FUNDING II, L.P.

JPMORGAN CHASE BANK, N.A., as Funding Agent and as
Committed Purchaser (Series 2002-A Notes)

By: /s/ Benita Volid
Name: Benita Volid
Title: Vice President

PARK AVENUE RECEIVABLES COMPANY LLC, as a Conduit
Purchaser (Series 2002-A Notes)

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

By: /s/ Benita Volid
Name: Benita Volid
Title: Vice President

FIFTH SUPPLEMENTAL INDENTURE
CONN FUNDING II, L.P.