

Section 12.4. Brokerage Indemnities. Except as described in Section 12.3 hereof, Landlord and Tenant hereby represent and warrant, each to the other, that they have not dealt with, any broker, finder or any other person, firm, corporation or other legal entity so as to create any legal right or claim of whatsoever kind or nature for a commission or similar fee or compensation with respect to the Premises or this Lease. Landlord and Tenant hereby indemnify each other against, and agree to hold each other harmless from, any liability or claim (and all expenses, including attorneys' fees, incurred in defending any such claim or in enforcing this indemnity) for a real estate brokerage commission or similar fee or compensation arising out of or in any way connected with any claimed dealings with the indemnitor and relating to the Premises or this Lease. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

Section 12.5. Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

Section 12.6. Subordination, Non-Disturbance and Attornment.

(a) Landlord will use commercially reasonable efforts to obtain from each lender the security for whose loan encumbers the Premises or the Shopping Center at the time of execution hereof, on or before thirty (30) days from the Effective Date, or as soon thereafter as is reasonably possible, or at any time prior to the recordation of the Memorandum of Lease specified in Section 12.10, and deliver to Tenant, as a condition to the Lease Term Commencement Date of this Lease, an executed non-disturbance agreement assuring Tenant that, notwithstanding any default by Landlord to the lender or any foreclosure or deed in lieu by such lender, Tenant's rights under this Lease shall continue in full force and effect and its possession of the Premises shall remain undisturbed, except in accordance with the provisions of this Lease and such non-disturbance agreement, so long as no Event of Default then exists hereunder, which non-disturbance agreement shall be in form and substance acceptable to Tenant, Landlord and such lender.

(b) Tenant shall, upon Landlord's request, subordinate this Lease in the future to any first lien placed by Landlord upon the Premises, or the Shopping Center or Building, with an Institutional First Mortgagee, provided that such Institutional First Mortgagee executes and delivers to Tenant a nondisturbance agreement providing that this Lease shall not terminate so long as Tenant is not in default under this Lease, as a result of the foreclosure of such lien, or conveyance in lieu thereof, and Tenant's rights under this Lease shall continue in full force and effect and its possession shall be undisturbed, except in accordance with the provisions of this Lease. Tenant will, upon request of the lienholder, be a party to such an agreement, and will agree that, if such lienholder succeeds to the interest of Landlord, Tenant will recognize said lienholder (or successor in interest of the lienholder) as its landlord under the terms of this Lease. Such agreement shall be in form and substance reasonably acceptable to Tenant, Landlord and such Institutional First Mortgagee.

Section 12.7. Estoppel Certificates. Landlord and Tenant agree at any time and from time to time, upon not less than twenty (20) days prior written request by either of them to the other, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that, if true, this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the date to which the rental and other charges have been paid in advance, if any, and whether or not any violations are in existence as of the date of said statement, and such other matters as may be reasonably requested without expanding Tenant's obligations or liabilities under the terms and provisions of this Lease, it being intended that any such statement delivered pursuant to this Section 12.7 may be relied upon by the person or entity to whom or which it is addressed (including prospective purchasers of the fee, leasehold or lender or assignee of any lender holding a mortgage interest on the fee or leasehold estate in the Premises).

Section 12.8. Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of the Applicable State and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instruments in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, personal representatives, administrators, successors and assigns, and those claiming through or under them, respectively.

Section 12.9. Binding Effect of Lease. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns.

Section 12.10. Memorandum of Lease. This Lease shall not be recorded. However, a Memorandum of Lease in the form attached hereto as Exhibit J shall be executed, in recordable form, by both parties concurrently herewith and recorded by Tenant, at Tenant's expense, with the official charged with recordation duties for the county in which the Shopping Center is located, with directions that it be returned to Tenant.

Section 12.11. Effect of Unavoidable Delays. If either party to this Lease, as the result of any (i) strikes, lockouts or labor disputes, (ii) inability to obtain labor or materials or reasonable substitutes therefor, (iii) acts of God, governmental action, condemnation, civil commotion, fire or other casualty, or (iv) other conditions similar to those enumerated in this Section beyond the reasonable control, other than financial, of the party obligated to perform, fails punctually to perform any obligation on its part to be performed under this Lease, then such failure shall be excused and not be a breach of this Lease by the party in question, but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to this Lease is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time and such named date shall be deemed to be extended or delayed, as the case may be, for a period equal to the period of the delay occasioned by any event described above.

Section 12.12. Waiver of Claims and Subrogation. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby waive and release all claims against each other, and against the agents and employees of each other, for any loss or damage sustained by each other to the extent such claims are or could be insured against under a standard broad form policy of fire and extended coverage insurance, regardless of whether such policy is in effect at the time of the loss. Landlord and Tenant will cause their respective insurance carriers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with damage to the Shopping Center or the Premises or any portions thereof or any personal property thereon; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. Tenant will cause all other occupants of the Premises claiming by, under or through Tenant to execute and deliver to Landlord a waiver of claims similar to the aforementioned waiver and to obtain such waiver of subrogation rights endorsements.

Section 12.13. No Construction Against Preparer. This Lease has been prepared by Tenant and its professional advisors and reviewed by Landlord and its professional advisors. Landlord, Tenant and their separate advisors believe that this Lease is the product of their joint efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Landlord or Tenant or against either Landlord or Tenant merely because of their efforts in its preparation.

Section 12.14. Number and Gender. The terms "Landlord" and "Tenant," wherever used herein, shall be applicable to one or more persons, as the case may be, and the singular shall include the plural and the neuter shall include the masculine and feminine and, if there be more than one, the obligations hereof shall be joint and several.

Section 12.15. Waiver of Landlord's Lien. Landlord hereby waives any statutory liens and any rights of distress with respect to the personal property (trade fixtures, equipment and merchandise) of Tenant from time to time located within the Premises ("Tenant's Property"). This Lease does not grant a contractual lien or any other security interest to Landlord or in favor of Landlord with respect to Tenant's Property. Respecting any lender of Tenant having a security interest in Tenant's Property ("Tenant's Lender") and from whom Landlord receives written notice of such lender's interest in Tenant's Property, together with an address for notices to be sent hereunder, Landlord agrees as follows: (i) to provide Tenant's Lender, upon written request of Tenant (accompanied by the name and address of Tenant's Lender), with a copy of any default notice(s) given to Tenant under this Lease, and (ii) to allow Tenant's Lender, prior to any termination of the Lease or repossession of Premises by Landlord, the same period of time (which period of time shall run concurrently with Tenant's cure period provided Landlord delivers a copy of any such notice of default to Tenant's Lender concurrently with delivery of such notice to Tenant), after its receipt of such copy of default notice, to cure such default as is allowed Tenant under the Lease, and (iii) to permit Tenant's Lender to go upon the Premises for the purpose of removing Tenant's Property at any time within twenty (20) days after the effective date of any termination of this Lease or any repossession of the Premises by Landlord (with Landlord having given Tenant's Lender prior written notice of such date of termination or repossession),). Landlord further agrees to execute and deliver such instruments as reasonably

requested by Tenant's Lender from time to time to evidence or effect the aforesaid waiver and agreements of Landlord.

Section 12.16. Exterior and Interior Signage.

(a) Tenant shall have the absolute and unconditional right, at Tenant's sole cost and expense, to locate an identification sign(s) including Tenant's logo, on the existing Shopping Center pylon(s)/monument(s) shown on the Site Plan in the top panel spaces. Tenant will pay the cost of Tenant's sign panel on such pylon/monument sign(s). For informational purposes only, the design of Tenant's initial sign face on the Shopping Center pylons/monuments shall be as shown on Exhibit G. Subject to the Permitted Exceptions and the provisions of applicable law, Tenant shall also have the absolute and unconditional right, at Tenant's sole cost and expense, to install its signature tower feature sign, as well as Tenant's standard storefront and logo signage on the front exterior of the Premises, the design of Tenant's initial signs on the fascia of the Building is also shown on Exhibit G. Tenant shall have the right, at its expense and in compliance with applicable law, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Premises.

Section 12.17. Covenants. All of the covenants, conditions and restrictions contained in this Lease are for the benefit of the Premises, its easements and appurtenances, and shall run with and in or to and pass with the property constituting the Shopping Center, and are intended to be binding on any and all successor owners of the Shopping Center or any portion thereof.

Section 12.18. Entire Agreement. This Lease and the exhibits attached hereto and forming a part thereof, as if fully set forth herein, constitute all covenants, promises, agreements, warranties or representations, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions or understandings, either oral or written, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 12.19. Legal Expenses. In the event that it shall become necessary for either Landlord or Tenant to employ the services of attorneys to enforce any of their respective rights under this Lease or to collect any sums due to them under this Lease or to remedy the breach of any covenant of this Lease on the part of the other to be kept or performed, the non-prevailing party (Tenant or Landlord as the case may be) shall pay to the prevailing party such reasonable fee as shall be charged by the prevailing party's attorneys for such services at all trial and appellate levels and post judgment proceedings and such prevailing party shall also have and recover from the non-prevailing party (Landlord or Tenant as the case may be) all other costs and expenses of such suit and any appeal thereof or with respect to any post judgment proceedings.

Section 12.20. Title Policy/Commitment. On or before the Effective Date, Landlord shall have furnished to Tenant a copy of its title insurance policy or title commitment covering the Shopping Center, together with legible copies of all underlying documents referred to in the Title Policy/Commitment ("Underlying Documents"). Landlord shall additionally provide Tenant with copies of any title exceptions that have been added since the date of such Title Policy/Commitment. In the event Tenant objects to any title exceptions, Tenant shall have, as its

sole remedy, the option either to waive such objection or to terminate this Lease, which option to terminate must be exercised by Tenant, if at all, within fifteen (15) days after receipt of such Policy/Commitment and updates, and the Underlying Documents, and Tenant's failure to exercise such termination option prior to the expiration of such fifteen (15) day period shall be construed to be a waiver of Tenant's right to exercise such termination option. Any matter of title shown on the Title Policy/Commitment and updates, either which is waived by Tenant or as to which Tenant fails to timely object is herein referred to as the "Permitted Exceptions". Notwithstanding anything to the contrary stated or contained herein, any restriction in any instrument which restricts Tenant's rights to construct the front facade of the Premises, including height and colors, or restricts Tenant's rights to use the Premises for the purposes herein stated, shall not be nor deemed to be a Permitted Exception, and if Landlord is unable to or refuses to remove any such restriction, then this Lease shall be void, *ab initio*, and of no force or effect.

Section 12.21. Representations of Landlord. Landlord acknowledges that Tenant has entered into this Lease in reliance upon the representations of Landlord, including, but not limited to, the representations set forth in Article 7 and Article 8 and elsewhere in this Lease, as being true and correct both as set forth therein.

Section 12.22. Execution of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective as a lease only upon execution and delivery thereof by Landlord and Tenant. The person(s) executing this Lease on behalf of Tenant and Landlord hereby represent and warrant that such execution has been duly authorized by all requisite action of Tenant and Landlord, as applicable, so that the execution of this Lease will be binding upon and enforceable against Tenant and Landlord, as applicable, in accordance with its terms.

Section 12.23. Interest on Past Due Obligations. Any amount due from Tenant to Landlord, or from Landlord to Tenant, which is not paid when due, which remains unpaid at the end of fifteen (15) days following receipt by the non-paying party of written notice of delinquency, shall bear interest from the original due date until paid at the Interest Rate. The payment of such interest shall not excuse or cure any default by Tenant or Landlord under this Lease.

Section 12.24. Time is of the Essence. Time is of the essence with respect to all provisions of this Lease, subject, however, to the provisions of Section 12.11 of this Lease.

ARTICLE 13 LEASEHOLD MORTGAGES

Section 13.1. Leasehold Mortgages. Tenant may at any time execute and deliver one or more mortgages or deeds of trust (such mortgage or deed of trust being hereinafter called a "Leasehold Mortgage") of Tenant's leasehold estate and rights hereunder without the consent of Landlord; provided, however, that Tenant shall be and remain liable hereunder for the payment

of all Fixed Minimum Rent and Additional Rent and for the performance of all the covenants and conditions of this Lease. If either Tenant or the mortgagee under any such Leasehold Mortgage shall send Landlord a notice informing Landlord of the existence of such Leasehold Mortgage and the address of the mortgagee thereunder for the service of notices, such mortgagee shall be deemed to be a Leasehold Mortgagee as such term is used in this Lease. Landlord shall be under no obligation under this Section to any mortgagee, grantee or corporate trustee under a Leasehold Mortgage of whom Landlord has not received such notice.

Section 13.2. Event of Default. If an Event of Default under this Lease shall occur, written notice thereof shall be sent by Landlord to any Leasehold Mortgagee, and Landlord shall take no action to terminate this Lease or to interfere with the occupancy, use or enjoyment of the Premises, so long as:

(a) If such event of default shall be a default in the payment of any installment of Fixed Minimum Rent or Additional Rent or other monetary amounts payable by Tenant to Landlord hereunder, such Leasehold Mortgagee shall remedy such default not later than fifteen (15) days after the giving of such notice (provided that Landlord shall not be required to give such notice to any Leasehold Mortgagee more than twice in any calendar year); or

(b) If such event of default shall be a default in observing or performing any other covenant or condition to be observed or performed by Tenant hereunder, and such default can be remedied by such Leasehold Mortgagee without obtaining possession of the Premises, such Leasehold Mortgagee shall remedy such default not later than thirty (30) days after the giving of such notice, provided that, in the case of a default which cannot with diligence be remedied, or the remedy of which cannot be commenced, within such period of thirty (30) days, such Leasehold Mortgagee shall have such additional period as may be necessary to remedy such default with diligence and continuity (not to exceed, in the aggregate, ninety (90) days).

Section 13.3. Exercise of Remedies. If any Leasehold Mortgagee or a person designated by such Leasehold Mortgagee shall either become the owner of the interest of Tenant hereunder upon the exercise of any remedy provided for in the Leasehold Mortgage, or shall enter into a new lease with Landlord as provided in Section 13.4 below, such Leasehold Mortgagee or such person shall, subject to the provisions of this Lease, have the right to assign to any person such interest or such new lease with the written approval of Landlord, which approval shall not be unreasonably withheld or delayed by Landlord so long as (i) the Leasehold Mortgagee shall have submitted to Landlord the same Assignment/Sublease Information as to the proposed assignee as is described in Section 9.2.5 hereof, (ii) Landlord shall have approved the financial position and creditworthiness of the proposed assignee, and (iii) the proposed use of the Premises by the proposed assignee shall constitute a Permitted Use hereunder.

Section 13.4. Termination of Lease. If this Lease shall terminate for any reason or be rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, any Leasehold Mortgagee or a person designated by such Leasehold Mortgagee shall have the right, exercisable by notice to Landlord, within twenty (20) days after the effective date of such termination, to enter into a new lease of the Premises with Landlord. So long as the Leasehold Mortgagee first pays to Landlord all unpaid amounts which, pursuant to the terms of this Lease, are then due and payable by Tenant to Landlord under this Lease (notwithstanding such rejection

in bankruptcy), then the term of said new lease shall begin on the date of the termination of this Lease and shall continue for the remainder of the term of this Lease. Such new lease shall otherwise contain the same terms and conditions as those set forth herein, except for requirements which are no longer applicable or have already been performed, provided that such Leasehold Mortgagee shall have remedied all defaults on the part of Tenant hereunder which are susceptible of being remedied by the payment of money, and provided further that such new lease shall require the tenant thereunder promptly to commence, and expeditiously to continue, to remedy all other defaults on the part of Tenant hereunder to the extent susceptible of being remedied. The provisions of this Section 13.4 shall survive the termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 13.4 were a separate and independent contract among Landlord, Tenant and each Leasehold Mortgagee. From the date on which any Leasehold Mortgagee shall serve upon Landlord the aforesaid notice of the exercise of its right to a new lease, such Leasehold Mortgagee may use and enjoy the Premises without hindrance by Landlord.

Section 13.5. Limited Liability. No Leasehold Mortgagee shall become personally liable for the performance or observation of any covenants or conditions to be performed or observed by Tenant unless and until such Leasehold Mortgagee becomes the owner of Tenant's interest hereunder upon the exercise of any remedy provided for in any leasehold Mortgage or enters into a new lease with Landlord pursuant to Section 13.4 above. Thereafter, such Leasehold Mortgagee shall be liable for the performance and observance of such covenants and conditions until such time as such Leasehold Mortgagee shall transfer and assign, in whole but not in part, all of its rights and obligations hereunder, and in such event and upon the assumption by the transferee of the obligations of Leasehold Mortgagee hereunder, Leasehold Mortgagee shall be released from any further obligations accruing after the date of transfer.

Section 13.6. Landlord's Agreement. Simultaneously with the execution of this Lease, Landlord agrees and obligates itself to execute a Landlord's Agreement in the form attached hereto as Exhibit K.

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IN WITNESS WHEREOF, the parties have executed this instrument under seal the day and year first above written.

LANDLORD:

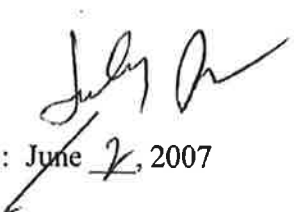
B.R. MIDLAND CENTER, LLC, a Delaware limited liability company

By: STANFORD PROPERTY, LLC, a California limited liability company

By: _____

Name: Bernard Rosenson

Position: Manager


Date: June 7, 2007

TENANT:

CONN APPLIANCES, INC., a Texas corporation

Date: June __, 2007

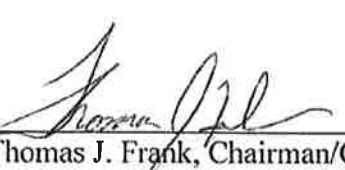
By: 
Thomas J. Frank, Chairman/CEO

EXHIBIT A

SHOPPING CENTER LEGAL DESCRIPTION

**SMITHS HIGHLAND HILLS Block: 007 Lot: 000 PRT OF LOT 10 BEG NE/C TH NWLY
328FT SWLY 320.82 FT SELY 350FT NELY 101.75 FT ELY 101.75FT N307.92 FT TO BEG**

EXHIBIT B

SITE PLAN

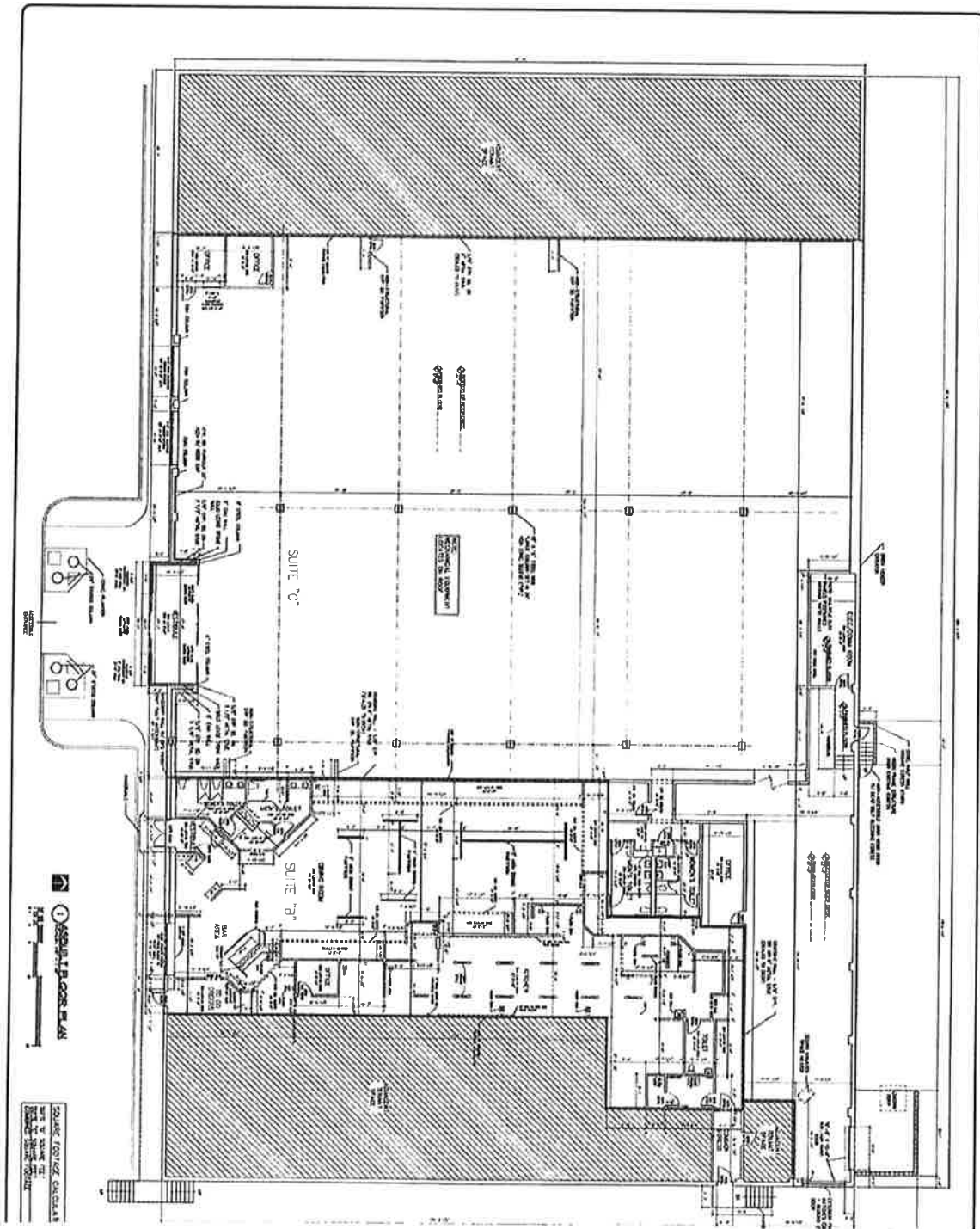
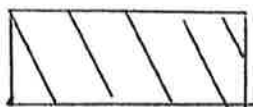
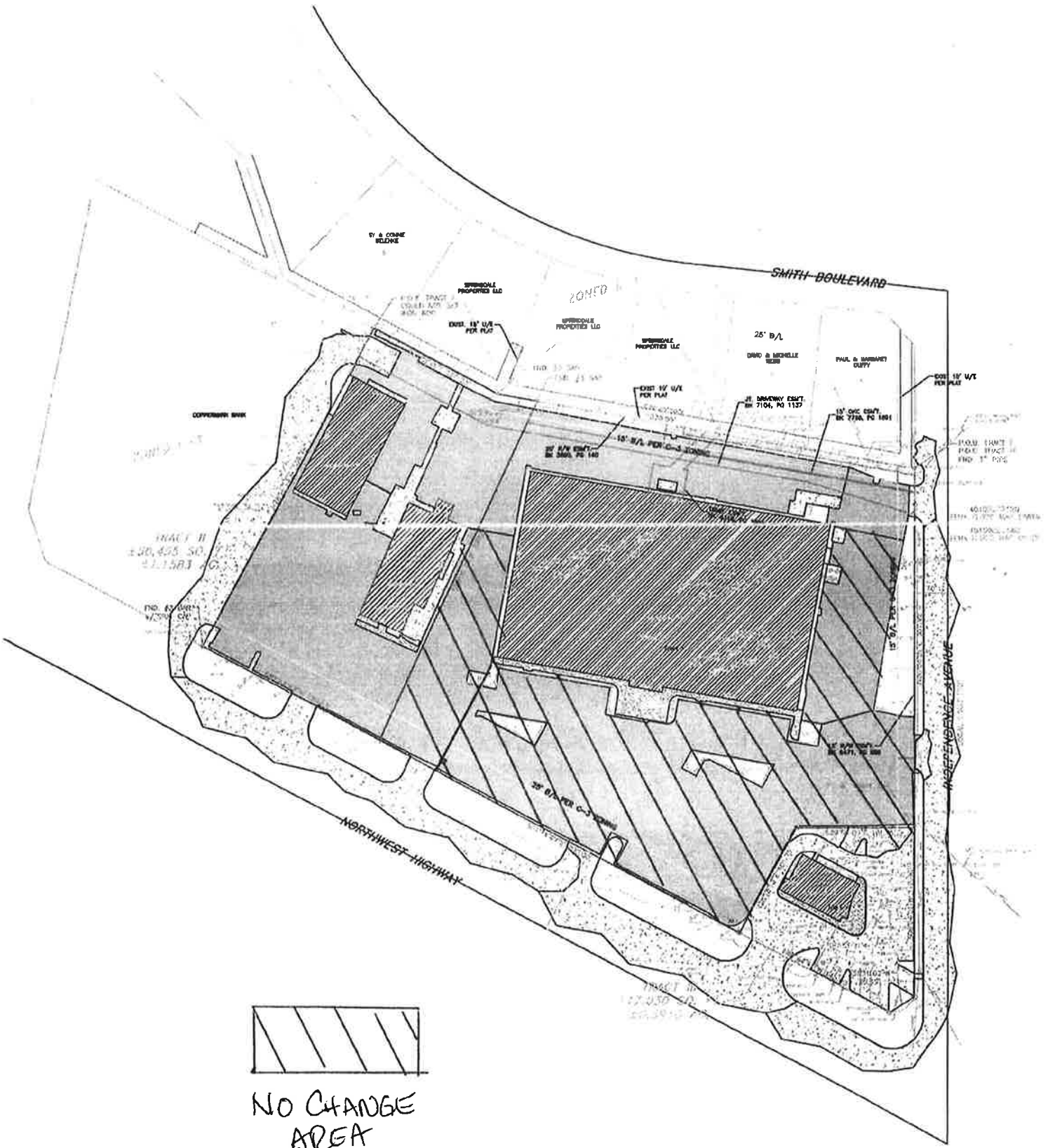


EXHIBIT B-1

(Attach Plat showing No Change Area)

EXHIBIT "B-1"



NO CHANGE AREA

EXHIBIT C

ACKNOWLEDGMENT OF LANDLORD AND TENANT

Landlord and Tenant acknowledge and confirm the following:

1. Leasehold Delivery Date: _____
2. Lease Term Commencement Date: _____
3. Lease Expiration Date: _____
4. Floor Area: _____
5. Shopping Center Floor Area: _____
6. Fixed Minimum Rent: _____

LANDLORD:

B.R. MIDLAND CENTER, LLC, a Delaware limited liability company

By: STANFORD PROPERTY, LLC, a California limited liability company

By: _____
Name: Bernard Rosenson
Its: Manager

Date: _____, 2007

TENANT:

CONN APPLIANCES, INC., a Texas corporation

Date: _____, 2007

By: _____
Thomas J. Frank, Chairman\CEO

EXHIBIT C

Collateral

1. Equity Interests in and to Lessee; and
2. All of Lessee's right, title and interest in all fixtures, equipment, inventory, contract rights, goods, condemnation proceeds, insurance policies and other general intangibles (including but not limited to trademarks, trade names, and symbols), deposits, instruments and documents, and all other personal property of every kind and character, now owned or hereafter acquired by Lessee, which are now or hereafter attached to, used in connection with, or situated in, on, or about the Premises or the improvements located on the Premises or related to Lessee's rights in and to the Lease, and all proceeds and products thereof.

EXHIBIT D

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EXHIBIT E

RESTRICTED USES AND PROHIBITED USES

RESTRICTED USES (restrictions upon the use of the Premises): all of the existing exclusive and other restrictions described in Schedule 1 attached hereto.

PROHIBITED USES:

1. No portion of the Shopping Center shall be used or occupied for any of the following purposes: theater; auditorium, meeting hall or other place of assembly; automobile sales or repairs; bowling alley, pool hall or skating rink; bar serving alcoholic beverages (except as an incident to a full kitchen restaurant operation); funeral parlor; massage parlor; hotel or lodging facilities; gun range; off track betting establishment (except incidental sales of state lottery tickets); a so-called "flea market" or other operation selling used goods; any business or use which emits offensive odors, fumes, dust or vapor, or constitutes a public or private nuisance, or emits loud noise or sounds which are objectionable, or which create a fire, explosive or other hazard; manufacturing facility; warehouse (except incidental to a retail operation); adult book store or similar store selling or exhibiting pornographic materials as a substantial part of its business; night club, discotheque or dance hall.

2. So long as Tenant is continuously operating a business in the Premises in compliance with the Permitted Use provisions of this Lease, the following shall be prohibited at any location in the Shopping Center within five hundred feet (500') of the Premises: any sports or entertainment facility (including, without limitation, a karate or other martial arts facility, gymnasium, health club or physical fitness facility); or car wash.

3. So long as Tenant is continuously operating a business in the Premises in compliance with the Permitted Use provisions of this Lease, the following shall be prohibited at any location in the Shopping Center within three hundred feet (300') of the Premises: amusement or game room; or school (including, without limitation, trade school or class sessions, but excepting incidental customer training).

4. So long as Tenant is continuously operating a business in the Premises in compliance with the Permitted Use provisions of this Lease, no portion of the Shopping Center shall be used for offices excepting (i) offices incidental to retail uses, and (ii) offices providing services to the general public and customarily found in similar shopping centers (e.g. banking for finance services, real estate or securities brokerage services, financial or tax planning services, accounting, insurance or legal services, optical, medical or dental services or travel agencies).

**SCHEDULE 2
TO EXHIBIT E**

1. No buildings shall be permitted to be constructed within the line-of-sight easements shown below, nor within the No Change Areas as depicted on the Site Plan.
2. The Landlord will assure that the installation and maintenance of vegetation that does not unduly restrict the line of sight in the line-of-sight easement shown below. Except with respect to existing landscaping, Landlord will not permit any vegetation in excess of three feet (3') to interfere with the line of sight show below, without Tenant's express written consent.

EXHIBIT F

TENANT'S PLANS AND SPECIFICATIONS

See F-1 and F-2 Attached hereto for front elevation and site layout.

EXHIBIT F-1

EXHIBIT F-2

ANNEX I
TO
EXHIBIT F

EXHIBIT G
TENANT'S SIGN EXHIBIT

1. **Building Signs**

See attached.

2. **Pylon/Monument Sign(s) will be located as reflected in the Sign Plans.**

See attached Sign Plans.

EXHIBIT H
PERMITTED EXCEPTIONS
TO BE SUPPLIED BY LANDLORD.

EXHIBIT I

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, made and entered into as of the _____ day of _____, 2007, by and between Conn's Appliances, a Texas Limited Partnership (hereinafter referred to as the "Tenant"), _____, a _____ (hereinafter referred to as the "Borrower"), and _____ (hereinafter referred to as the "Lender"), whose address is _____.

PRELIMINARY STATEMENT OF FACTS:

WHEREAS, Lender is the owner and holder of that certain **Mortgage/Deed of Trust** (hereinafter referred to as the "Mortgage") given by Borrower, to secure the payment of certain indebtedness therein described including a note in the principal amount of \$ _____, which Mortgage is dated as of _____, and is filed for record in the Office of the County Clerk in and for _____ County, State of Texas, under County Clerk's File Number _____, and recorded in _____ of the official public records of real property for _____ County, Texas constituting a first mortgage lien on that certain real property (hereinafter called the "Mortgaged Premises") in the City of San Antonio, State of Texas, more fully described therein; and

WHEREAS, Tenant has entered into a Lease Agreement (hereinafter referred to as the "Lease") dated _____ made by Landlord, covering all or a part of the Mortgaged Premises being more fully described on Exhibit "A" attached hereto and made a part hereof (the "Premises), and has filed for record in the Office of the County Clerk in and for _____ County, Texas, for recording in the Official Public Records of _____ County, Texas, a "Memorandum of Lease".

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, it is hereby agreed as follows:

1. **SUBORDINATION.** The parties hereto agree and acknowledge that the Lease, and Tenant's leasehold estate created thereby, excluding all rights and options to purchase the Premises, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications, increases or replacements thereof, except as provided herein.
2. **TENANT NOT TO BE DISTURBED.** So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals

thereof which may be effected in accordance with any renewal rights therefore in the Lease, shall not be diminished or interfered with by Lender or any successor interest to Borrower through Lender, whether by foreclosure or conveyance in lieu thereof, or otherwise, it being understood that Tenant's occupancy of the Premises shall not be disturbed by Lender or any third party for any reason whatsoever during the Term of the Lease or any such extensions or renewals thereof for so long as no default exists and is continuing, which shall be controlled by the terms of the Lease.

3. TENANT NOT TO BE JOINED IN FORECLOSURE. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is required by law to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.
4. TENANT TO ATTORN TO LENDER. If the interests of Borrower shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of the Borrower under the Lease, the Lease shall not terminate, and Tenant shall be bound to Lender and Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interest of the Borrower under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of the Mortgage under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions and renewals shall be and are the same as now set forth therein.
5. LENDER NOT BOUND BY CERTAIN ACTS OF BORROWER. If Lender shall succeed to the interest of Borrower under the Lease by foreclosure or conveyance in lieu thereof, Lender shall not be: (a) liable for any act or omission of any prior landlord (including Borrower); (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower); (c) bound by any rent or additional rent which Tenant might have paid for more than the then current installment; (d) bound by any early termination, amendment or modification of the Lease made without its consent; (e) bound by any provisions of the Lease regarding the commencement or completion of any construction; (f) liable for the return of any security deposit except to the extent actually received by Lender from Borrower; except that Lender shall remain bound by any option to Tenant to purchase the Mortgaged Premises or any part thereof. In the event of a default by Borrower under the Lease or an occurrence that would give rise to an offset against rent or claim against Borrower under the Lease, Tenant will use its best efforts to set off such defaults against rents currently due Borrower.
6. ASSIGNMENT OF LEASE. Borrower has by a separate Assignment of Leases and Rents (hereinafter referred to as the "Assignment of Leases") assigned its interest in the rents and payments due under the Lease to Lender as security for repayment of the Loan. If in the future there is a default by the Borrower in the performance and observance of the terms of the Mortgage, the Lender may, at its option under the Assignment of Leases, require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Lender, the Borrower hereby authorizes and directs Tenant, and the Tenant agrees, to pay any payments due under the terms of the Lease to Lender. The Assignment of Leases does not diminish any obligations of the Borrower under the Lease

or impose any such obligations on the Lender.

7. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every from time to time holder of the Lease or any other person having an interest therein including purchasers at foreclosure or those acquiring title pursuant to conveyance in lieu thereof and shall inure to the benefit of the Lender and its successors and assigns.
8. CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State where the Premises are situate.
9. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.
10. NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to Tenant at the Leased Premises and to Lender at the addresses as set forth above, or to such other places any party hereto may by notice in writing designate shall constitute service of notice hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be effective as of the date first above written.

TENANT:

Conn's Appliances, Inc., a Texas corporation

By: _____

Thomas J. Frank, CEO and Chairman

BORROWER:

By: _____

Name:

Office:

LENDER:

By: _____
Name: _____
Its:

THE STATE OF TEXAS §

 §
COUNTY OF JEFFERSON §

Before me, _____, a notary public, on this day personally appeared Thomas J. Frank known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2007.

Notary Public, State of Texas

THE STATE OF §

COUNTY OF §

§

Before me, _____, a notary public, on this day personally _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2007.

(THE FOLLOWING ACKNOWLEDGMENT IS TO BE USED BY LENDER.)

STATE OF TEXAS)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, the _____ of _____ a _____, on behalf of the _____.

Notary Public, State of

EXHIBIT J

MEMORANDUM OF LEASE

Record and return to:

CAI, L.P.

c/o CONN APPLIANCES, INC.

P.O. Box 2358

Beaumont, Texas 77704

Attention: Thomas J. Frank, Chairman/CEO

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") made as of the _____ day of _____, 2007, by and between Conn Appliances, Inc., a Texas limited partnership ("Tenant"), B.R. Midland Center, LLC, a Delaware limited liability company ("Landlord").

WITNESSETH:

1. Premises. Landlord and Tenant have entered into a lease ("Lease") dated _____, 2007, for that certain real property lying, being and situate in the City of Oklahoma City, County of Oklahoma, State of Oklahoma, together with the building containing approximately 26,250 square feet to be erected thereon ("Premises").

The Premises are part of a shopping center known as "Midland Center", which shopping center is located on that certain real property lying, being and situate in the City of Oklahoma City, Oklahoma County, State of Oklahoma, more particularly described on Exhibit A attached hereto and made a part hereof ("Shopping Center").

The boundaries and location of the Premises are shown on the diagram of the Shopping Center attached hereto and made a part hereof as Exhibit B ("Site Plan").

2. Term and Renewal Options. The Lease has an initial term of ten (10) years, subject to extension (at Tenant's option) as provided therein for four (4) successive additional periods of five (5) years each.

3. Certain Restrictions: The Lease contains the following provisions:

None to be filed of Record

4. Incorporation of Lease. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

5. Binding Effect. The rights and obligations set forth herein shall be binding upon

and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

B.R. MIDLAND CENTER, LLC, a Delaware limited liability company

By: STANFORD PROPERTY, LLC, a California limited liability company

By: _____

Name: Bernard Rosenson

Its Manager

Date: _____, 2007

TENANT:

CONN APPLIANCES, INC., a Texas corporation

By: _____
Thomas J. Frank, Chairman/CEO

Date: _____, 2007

STATE OF TEXAS §

COUNTY OF §

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared _____, to me known to be the person described as the _____ of _____, a _____, the _____ of _____, a _____, who signed the foregoing instrument in such capacity, and acknowledged the execution thereof to be his free act and deed as such person in such capacity for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said company.

WITNESS my hand and official seal this _____ day of _____, 2007.

Notary Public
State of: _____
My Commission expires: _____

STATE OF TEXAS §

COUNTY OF JEFFERSON §

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared THOMAS J. FRANK, as Chairman/CEO of CONN APPLIANCES, INC., a Texas corporation, on behalf of said corporation.

WITNESS my hand and official seal this ____ day of _____, 2007.

Notary Public
State of Texas
My Commission expires: _____

EXHIBIT K

LANDLORD'S AGREEMENT

The undersigned, _____, as lessor ("Lessor"), has entered into a lease (such lease, including all amendments, modifications, renewals, and extensions thereto, being hereinafter referred to as the "Lease"), with Conn Appliances, Inc., a Texas corporation, doing business as "Conn's", as lessee ("Lessee"), with respect to the real property more particularly described on Exhibit "A" annexed hereto and made a part hereof (the "Real Estate"). A true and complete copy of the Lease is annexed hereto as Exhibit "B". The premises leased to Lessee by the Lease are all or part of the Real Estate and are more particularly described in the Lease (the "Premises").

Lessor has been informed that JPMorgan Chase Bank, individually and as Administrative Agent (the "Agent"), and the other financial institutions listed on the signature pages of the Credit Agreement (as hereinafter defined) (the Agent and all the foregoing, are collectively the "Lenders") are providing certain loans to Lessee or to an affiliate of Lessee. In connection with such financing, Lessee intends to grant to Lenders (i) a first leasehold deed of trust or mortgage (the "Leasehold Mortgage") on Lessee's interest in the Lease and (ii) a security interest (the "Security Interest") in and to Lessee's interest in the property more particularly described in Exhibit "C" annexed hereto and made a part hereof (all of such property being hereinafter collectively referred to as the "Collateral"), pursuant (i) to a Credit Agreement (the "Credit Agreement") among Conn Appliances, Inc. and certain of its affiliates and Lenders, (ii) to various security agreements and pledge agreements such as the one contained in the Leasehold Mortgage, and (iii) to certain financing statements and other documents filed in connection therewith ((i), (ii), and (iii) collectively the "Loan Documents"). Lessor has also been informed that owners of a majority of the issued and outstanding equity interests in and to Lessee (the "Equity Interests") have pledged or will pledge such Equity Interests as security for the above-referenced financings.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby represent, warrant, and agree, for the benefit of Lenders, as follows:

1. Notwithstanding any provisions to the contrary in the Lease, Lessor hereby consents (i) to pledge of the Equity Interests, (ii) to the grant of the Leasehold Mortgage on Lessee's interest in the Lease to the Agent for the benefit of the Lenders (or to a trustee for the benefit of the Agent for the benefit of the Lenders), and (iii) to the grant of the Security Interest in the Collateral pursuant to the Loan Documents. Lessor hereby further consents to the (x) recording of the Leasehold Mortgage against the Real Estate and (y) filing of any and all financing statements or other documents executed by Lessee and required or permitted under the Uniform Commercial Code of the State in which the Real Estate is located in order to perfect the Leasehold Mortgage on Lessee's interest in the Lease and the Security Interest in the Collateral.

In connection therewith, Lessor agrees to execute a memorandum or short form of the Lease in the form attached hereto as Exhibit 1.

2. Lessor and Lessee hereby agree as follows:

(a) promptly upon default by Lessee under the Lease, Lessor shall give to the Agent written notice of such default (provided that Lessor shall not be liable to Agent, Lenders, Tenant or any other third party due to Lessor's failure to deliver such notice) at the following address (or at such alternative address as the Agent may have given Lessor by prior written notice):

JPMorgan Chase Bank
712 Main Street
Houston, Texas 77002
Attn: Manager, Corporate Banking

(b) after receipt of the notice of default described in subsection 2(a) hereof, Lenders shall have the right to remedy any default of Lessee under the Lease, or to cause any default of Lessee under the Lease to be remedied, and for such purpose the undersigned hereby grants Lenders thirty (30) days for remedying, or causing to be remedied, any such default which is a non-monetary default, or such longer period of time as may be needed to complete such remedying (provided that Lender has commenced to remedy such default within such thirty (30) days and continues diligent prosecution of such remedying and completes such remedying not later than ninety (90) days after receipt of the notice described above), and fifteen (15) days to Lessee for remedying, or causing to be remedied, any such default which is a monetary default. Those defaults which, by their very nature, may not be cured by Lenders (as, for example, the bankruptcy of Lessee) shall not constitute grounds of enforcement of rights, recourses, or remedies under the Lease by Lessor, including termination of the Lease, if the Agent assumes the obligations of Lessee under the Lease and brings any deficiencies current within thirty (30) days after written notice to the Agent by Lessor of the occurrence of such a default. Lessor shall not exercise any remedies under the Lease on account of a default by Lessee, until the applicable grace periods described in this subsection 2(b) have expired. Failure of Lessor to provide notice of default to Lender pursuant to this Section shall not be deemed a waiver of such default by Lessee or constitute a defense by Lessee to any action by Lessor as a result of such default, provided, however, that Lessor may not exercise any rights to terminate the Lease or recover possession of the Leased Premises until it has provided to Lender the notice required by this Section and provided Lender has the right to cure such default pursuant to this Section.

(c) Lessor shall accept performance by Lenders of any term, covenant, condition or agreement to be performed by Lessee under the Lease with the same force and effect as though performed by Lessee;

(d) no material amendment, modification, waiver or consent in respect of any of the provisions of the Lease shall be effective as to Lenders unless Agent shall have

joined in such amendment, modification, waiver or consent or shall have given its prior consent thereto. An amendment, modification, waiver or consent shall be deemed to be material if (i) it increases the rental or other sums due under the Lease, (ii) it decreases the term of the Lease or (iii) it can otherwise reasonably be expected to have a material adverse effect on the Agent or the holders of the indebtedness secured by the Leasehold Mortgage. The failure to obtain the consent of the Agent to any material amendment, modification, waiver or consent shall not affect in any manner the effectiveness of such material amendment, modification, waiver or consent as between Lessor and Lessee, but the same shall not be effective against the Agent or any assignee of the Agent permitted hereunder. Agent shall not unreasonably withhold its consent to any amendment, modification, waiver or consent, and any such consent shall be deemed given if Agent does not object in writing (with particularity) within five (5) business days after receipt of request for consent.

(e) in the event of the termination of the Lease prior to the expiration of its terms by reason of disaffirmance or rejection pursuant to any bankruptcy law, the Agent shall have the option to obtain a new lease of the Premises by giving notice to Lessor to such effect within thirty (30) days after such termination, so long as all sums which would have at that time been due under the Lease but for such termination shall have been paid and all other defaults, if any, under the Lease shall have been cured, which new lease shall be (1) effective as of the date of termination of the Lease, (2) for the remainder of the original term of the Lease (plus any renewal terms), and (3) at the same rent and upon all of the agreements, terms, covenants and conditions thereof;

(f) neither the Agent nor the designee or nominee of the Agent shall become liable under the Lease unless and until the Agent or its designee or nominee becomes, and then only for so long as the Agent or its designee or nominee remains, the owner of the leasehold estate created thereby; and

(g) Lenders or their trustee or designee shall have the right, without Lessor's consent, (i) to foreclose the Leasehold Mortgage or to accept assignment of Lessee's interest in the Lease in lieu of foreclosure of the Leasehold Mortgage; and (ii) to foreclose on the Equity Interests or to accept assignment or endorsement of the Equity Interests, in lieu of foreclosure, or to otherwise realize on its Security Interest in some or all of the Collateral. In the event Lenders or their designee or nominee acquire Lessee's interest in the Lease, either as a purchaser at any foreclosure sale or by reason of the assignment of the Lease in lieu of foreclosure, Lenders or their designee or nominee, as the case may be, shall have the right further to assign the Lease only pursuant to the terms of the Lease.

3. All of the Collateral shall be and remain subject to the Leasehold Mortgage and to the Security Interest until such time as the Leasehold Mortgage and the Security Interest shall be released by the Agent.

4. Lessor hereby agrees that any lien for rent or similar charges, whether arising by operation of law or otherwise, whether now existing or hereafter to arise, and each and every

right which Lessor now has or hereafter may have, either to levy or distrain upon the Collateral or to claim or assert title to the Collateral, or make any other claim against the Collateral, whether under the Lease or the laws of the State in which the Real Estate is located, or under any other applicable Federal, State, municipal or local law, ordinance or otherwise, or under any mortgage now in effect or hereafter executed, whether by reason of a default under the Lease or otherwise, shall be subject and subordinate in every respect to all of the terms, provisions and conditions of the Leasehold Mortgage and the Loan Documents and to the Security Interest in the Collateral. Lenders and their agents and legal representatives (i) may remove any or all of the Collateral located at the Real Estate from the Real Estate (a) whenever Lenders, in their sole discretion, believe such removal is necessary to protect the Security Interest in the Collateral; or (b) whenever Lenders seek to sell or foreclose upon the Collateral; (ii) subject to the terms and provisions of the Lease, shall have access to the Real Estate, the Premises, and the Collateral at all times. Further, Lenders agree to indemnify and hold Lessor harmless from any and all claims, damages, actions and causes of actions, and costs and expenses incurred by Lessor as a result of Lenders' access to the Premises and the removal of the Collateral therefrom. Notwithstanding the foregoing, all Collateral remaining on the Leased Premises thirty (30) days after the expiration or termination of the Lease shall be deemed abandoned by both Lessee and Lender, Lender's security interest in the Collateral will be deemed to have automatically terminated with respect thereto, and Lessor may exercise all rights with respect to such Collateral pursuant to the Lease without liability to Lessee or Lender.

5. Lessor hereby recognizes and acknowledges that any claim that Lenders may now have or hereafter have against the Collateral is and at all times shall be and shall be deemed to be superior to any lien, security interest or claim of any kind or nature whatsoever which Lessor now has or hereafter may have against the Collateral, whether by statute, the Lease or otherwise.

6. Lenders may, without affecting the validity of this Agreement, increase the amount of, or extend the time of payment of, any indebtedness of Lessee to Lenders or alter the performance of any of the terms and conditions of any agreement between Lessee and Lenders, including, without limitation, the Leasehold Mortgage and the Loan Documents, without the consent of, or notice to, Lessor and without in any manner whatsoever impairing or affecting the Leasehold Mortgage or the Security Interest in the Collateral.

7. Lessor represents, warrants and agrees that, as of the date hereof (i) the Lease is in full force and effect; (ii) a true and complete copy of the Lease is annexed hereto as Exhibit "B"; (iii) the Lease has not been modified, supplemented or amended in any way whatsoever except as indicated herein or in Exhibit "B"; (iv) no rent, additional rent, or other amounts payable by Lessee are past due under the terms of the Lease; (v) Lessor has not delivered or received any notices of default under the Lease and to Lessor's knowledge there are no defaults under the Lease and no event has occurred which, with the giving of notice or the lapse of time, or both, would constitute a default under the Lease; (vi) no security deposit is presently held by Lessor under the Lease; (vii) Lessor has obtained all the consents or approvals of any party necessary or desirable to effectuate the terms of this Agreement; and (viii) to the best of Lessor's knowledge, no mortgagee or holder of a lien on the Real Estate has any security interest in the Collateral owned by Lessee now located or hereafter to be located on any portion of the Premises.

8. The rights of Lenders under this Agreement are in addition to, and cumulative of, any rights granted to, or for the benefit of, Lenders under the terms of the Lease. This Agreement shall inure to the benefit of Lenders and their successors and assigns and shall be binding upon the heirs, personal representatives, successors and assigns of Lessor and Lessee.

9. Upon payment in full of the loan evidenced by the Leasehold Mortgage, Lender shall immediately record an appropriate release of its liens pursuant thereto in the appropriate real property records, at Lessee's sole cost and expense.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be duly executed as of this _____ day of _____, 2007.

Lessor:

B.R MIDLAND CENTER, LLC, a Delaware
limited liability company

By: STANFORD PROPERTY, LLC, a
California limited liability company

By: _____

Name: Bernard Rosenson

Title: Manager

Lessee:

Conn Appliances, Inc., a Texas
corporation

By: _____

Name: Thomas J. Frank, CEO

EXHIBIT A

Description of the Real Estate
on which the Premises are Located

EXHIBIT B

Attach Copy of the Lease
and All Amendments, Modifications, and Extensions

Landlord's Agreement