

ENTERED

October 18, 2024

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

CONN'S, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-33357 (ARP)

(Jointly Administered)

**ORDER
(I) AUTHORIZING
REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY AND (II) GRANTING RELATED RELIEF**

Pursuant to and in accordance with the *Order (I) Approving Procedures for Future Rejection of Additional Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. 369] (the “Rejection Procedures Order”);² and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Debtors having properly filed and served a “Notice of Rejection of Executory Contracts and

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: Conn’s, Inc. (2840), Conn Appliances, Inc. (0706), CAI Holding, LLC (2675), Conn Lending, LLC (9857), Conn Credit I, LP (0545), Conn Credit Corporation, Inc. (9273), CAI Credit Insurance Agency, Inc. (5846), New RTO, LLC (6400), W.S. Badcock LLC (2010), W.S. Badcock Credit LLC (5990), and W.S. Badcock Credit I LLC (6422). The Debtor’s service address is 2445 Technology Forest Blvd., Suite 800, The Woodlands, TX 77381.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Rejection Procedures Order.

Unexpired Leases” (the “Rejection Notice”) in accordance with the terms of the Rejection Procedures Order regarding the rejection of Contracts and Leases set forth on **Exhibit 1** hereto; and no timely objections having been filed to the rejection of the Contracts and Leases; and this Court having found that due and adequate notice of the Rejection Procedures Order and the Rejection Notice has been given, and that no other or further notice need be provided; and this Court having determined that the rejections provided for herein are an appropriate exercise of the Debtors’ business judgment; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Contracts and Leases set forth on **Exhibit 1** attached hereto are hereby rejected pursuant to section 365(a) of the Bankruptcy Code, effective as of the Rejection Date set forth for each Contract and Lease listed on **Exhibit 1**.

2. The Debtors are authorized, but not directed, to abandon the Abandoned Property identified in the Notice, pursuant to the Rejection Procedures Order, and all such property is deemed abandoned effective as of the Rejection Date. The applicable counterparty to each Lease is authorized to use or dispose of the Abandoned Property without notice or liability to any party, including the Debtors or third parties, and the automatic stay is modified to allow such use or disposition.

3. Counterparties to Contracts and Leases that are rejected pursuant to this Order must file a proof of claim relating to the rejection of such Contracts or Leases, if any, by the later of (a) the Bar Date any applicable claims bar date established in these chapter 11 cases, or (b) the later of thirty (30) days after (i) entry of this Order or (ii) the Rejection Date, as applicable.

4. Nothing in this Order is intended to waive the rights of any landlords to assert any claim, pursuant to, among other things, sections 365 or 503 of the Bankruptcy Code, for any costs

or expenses that any landlords may incur in relation to any sale or abandonment of any property at their premises, with the Debtors likewise not waiving any defenses.

5. If the Debtors have deposited funds with a landlord pursuant to any of the Leases, any such landlord may not set off or otherwise use such deposits without prior authority of the Court or written agreement of the Debtors (with email consent from counsel to the Debtors deemed sufficient).

6. Nothing contained herein shall prejudice the rights of the Debtors to seek authorization for the use, sale, or transfer of any asset under section 363 of the Bankruptcy Code.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any pre-petition claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any pre-petition claim on any grounds; (c) a promise or requirement to pay any pre-petition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) other than as set forth in the Rejection Notice and on **Exhibit 1** attached to this Order, a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other Person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

8. The Debtors are not required to comply with any termination procedures set forth in the Contracts or the Leases identified on **Exhibit 1** attached hereto, or any documents related

thereto, and are relieved of any and all payments or performance obligations due under the Contracts or Leases identified on **Exhibit 1** attached hereto incurred after the Petition Date.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: October 18, 2024

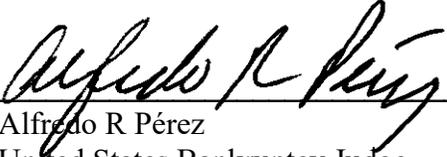

Alfredo R Pérez
United States Bankruptcy Judge

Exhibit 1**EXECUTORY CONTRACTS TO BE REJECTED**

Title / Description of Contract	Counterparty Name and Address	Effective Date of Rejection
iSecurity OnDemand (Seasoft) Agreement	Software Engineering of America, Inc 1325 Franklin Ave, Ste 545, Garden City, NY 11530	September 30, 2024
SOTI Inc. MoniControl - Subscription Development License	Pomeroy Technologies, LLC. 1050 Elijah Creek Rd, Hebron, KY 41048	September 30, 2024
Tenable Master Agreement	SHI International Corp. 290 Davidson Ave, Somerset, NJ 08873	September 30, 2024
SecurEnds SaaS Agreement	SHI International Corp. 290 Davidson Ave, Somerset, NJ 08873	September 30, 2024
Proofpoint Email Relay Master Agreement	SHI International Corp. 290 Davidson Ave, Somerset, NJ 08873	September 30, 2024
ManageEngine Services	SHI International Corp. 290 Davidson Ave, Somerset, NJ 08873	September 30, 2024
API Testing Agreement	Smartbear Software, Inc. 450 Artisan Way, 4th floor, Somerville, MA 02145	September 30, 2024
AS400 Monitoring Services - Master Agreement	TAA Tools Inc. 2660 Superior Dr NW, Ste 101, Rochester, MN 55901- 8383	September 30, 2024
Perzip Zipcode Mapping - Master Agreement	Worksright Software, Inc. WorksRight Software P.O. Box 1156, Madison, MS 39130-1156	September 30, 2024
Digital Properties Subscription and Customer Success Services	Quantum Metric, Inc. 10807 New Allegiance Dr, Ste 155, Colorado Springs, CO 80921	September 30, 2024
Rooms, Business, & Webinar 1000 Subscription	Zoom Video Communications, Inc. 55 Almaden Blvd, Ste 600, San Jose, CA 95113	September 30, 2024

Audio/Visual Onsite Services - Gold Maintenance Agreement	Data Projections, Inc. 3700 W Sam Houston Pkwy S, Ste 525, Houston, TX, 77042-5125	September 30, 2024
Master Client Agreement	Axium LLC 301 E Dave Ward Dr, Conway, AR 72032-7114	September 30, 2024
Dataroom Services - Master Services Agreement	Datasite LLC 733 S Marquette Ave, Ste 600, Minneapolis, MN 55402	September 30, 2024
Rental Agreement Addendum - Mebane, NC Equipment for Period (06/26/24 - 9/22/28)	American Rental Company, LLC (ARC) 322 5th St S.; Columbus, MS 39701	September 30, 2024
Order Management - Master Services Agreement	Kibo Software, Inc. 717 N Harwood St, Ste 1900, Dallas, TX 75201	September 30, 2024
Hiring Enterprise Program and Recruiter Corporate - Master Services Agreement	Linkedin Corporation 1000 W Maude Ave, Sunnyvale, CA 94085	September 30, 2024
Customer Reviews System - Master Services Agreement	Podium Corporation, Inc. 1650 W Digital Dr, Lehi, UT 84043	September 30, 2024
Tax Credit Services - Work Opportunity Tax Credit (WOTC) Third Ammendment to MSA (dated 8/14/17)	Automatic Data Processing, Inc. (ADP) 1 Adp Blvd, Roseland, NJ 07068	September 30, 2024
Advertising Master Agreement	iHeart Media, Inc. 20880 Stone Oak Pkwy, San Antonio, TX 78258-7460	September 30, 2024
Advertising Master Agreement	Trailhead Media LLC 401 Central Ave, Laurel, MS 39440	September 30, 2024
Promotions Master Agreement	The Identity Source, Inc. 27611 Halsted Rd, Farmington Hills, MI 48331	September 30, 2024
Fraud Protection - Master Services Agreement	Signifyd Inc. 99 Almaden Blvd, 4th Floor, San Jose, CA 95113	September 30, 2024

UNEXPIRED REAL PROPERTY LEASES TO BE REJECTED

Address of Subject Property	Landlord Name and Address	Description of Abandoned Property	Effective Date of Rejection
3260 Austin Peay Highway, Memphis, TN 38128	Austin Peay Plaza, LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
5330 Cane Ridge Rd STE108, Antioch, TN 37013	Nash Fields, LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
6921 E Admiral Pl, Tulsa, OK 74115	Tulsa/SAV, LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
4969 Nine Mile Rd, Richmond, VA 23223	Eastgate Town Center LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
6125 University Dr NW, Huntsville, AL 35806	University Place DE LP	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the	September 30, 2024

		Leased Premises as of the Rejection Date	
2550 Airline Blvd., Portsmouth, VA 23701	Virginia Hickory Associates LLP	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
3421 Virginia Beach Blvd, Virginia Beach, VA 23452	Princess Anne Properties, Inc.	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
1082 W. Mercury Blvd, Hampton, VA 23666	KB Riverdale LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
120 Southgate Square, Colonial Heights, VA 23834	Southgate Square Virginia LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
251 Lakeshore Parkway, Birmingham, AL 35209	Wildwood Center, LP	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the	September 30, 2024

		Leased Premises as of the Rejection Date	
9642 US Highway 19 North, Port Richey, FL 34668	Embassy Holdings LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
2315 Richmond Road, Texarkana, TX 75503	Excel Texarkana LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
9278 Arlington Expressway, Jacksonville, FL 32225	DP JAX Investors, LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
3742 W River Road, Tucson, AZ 85741	Marana Marketplace Partners LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
200 Hobson St Ste 39, MC Minnville, TN 37110	Duggin Family Limited Partnership	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the	September 30, 2024

		Leased Premises as of the Rejection Date	
805A W Wade Hampton Blvd, Greer, SC 29650	Greer Plaza Inc	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
714 US Highway 78e, Jasper, AL 35501	Action 49 Junction I, LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
9909 State Road 52, Hudson, FL 34669	NNN REIT, INC.	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
1130 W Pine Street, Mount Airy, NC 27030	Club Forest Mt. Airy, LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
2522 David H Mcleod Blvd, Florence, SC 29501	Florence/SAV, LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the	September 30, 2024

		Leased Premises as of the Rejection Date	
2523 Old Vineland Rd, Kissimmee, FL 34746	EMMA V LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
3642 Ramsey Street, Fayetteville, NC 28311	CPAM River Landing, LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
2665 Davis Blvd, Naples, FL 34104	NNN REIT, INC.	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
732 West Main Street, Lexington, SC 29072	Commerce Center, LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
1228 Wilson Road, Newberry, SC 29108	Shops At Newberry, LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the	September 30, 2024

		Leased Premises as of the Rejection Date	
1215 Silas Creek Parkway, Winston Salem, NC 27127	Brixmor GA Parkway Plaza, LP	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
1720 Sam Rittenberg Blvd, Charleston, SC 29407	Nirenblatt Nirenblatt & Hoffman LLP	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
1750 N Tamiami Trail, North Fort Myers, FL 3390	NNN REIT, INC.	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
1227 CHEROKEE RD, ALEXANDER CITY, AL	Cobalt Realty LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date	September 30, 2024
3901 Capital Boulevard, Raleigh, NC 27604	Raleigh Tarrymore Square LLC	Any remaining personal property, including inventory, furniture, fixtures, equipment, and/or other material at the	September 30, 2024

		Leased Premises as of the Rejection Date	
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