

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): February 2, 2024

INPIXON

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction  
of incorporation)

001-36404

(Commission File Number)

88-0434915

(I.R.S. Employer  
Identification No.)

2479 E. Bayshore Road, Suite 195  
Palo Alto, CA

(Address of principal executive offices)

94303

(Zip Code)

Registrant's telephone number, including area code: (408) 702-2167

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock	INPX	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement.**

*Amendment of XTI Promissory Note*

As previously reported in the Current Reports on Form 8-K filed by Inpixon with the Securities and Exchange Commission on July 25, 2023 and January 3, 2024, XTI Aircraft Company (“XTI”) issued a Senior Secured Promissory Note to Inpixon, dated July 24, 2023, which was amended by that certain First Amendment to Senior Secured Promissory Note dated December 30, 2023 (as amended, the “XTI Note”). On February 2, 2024, Inpixon and XTI executed a further amendment to the XTI Note, dated effective as of January 30, 2024, to increase the Maximum Principal Amount (as such term is defined in the XTI Note) from \$2,313,407 to \$4,000,000 and to revise the date “January 30, 2024” in the definition of Maturity Date to “March 31, 2024” (the “XTI Note Amendment”).

The foregoing description of the XTI Note Amendment does not purport to be complete and is qualified in its entirety by the terms and conditions of the XTI Note Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Second Amendment to Senior Secured Promissory Note, dated as of February 2, 2024, by and between Inpixon and XTI Aircraft Company.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**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.

Date: February 5, 2024

**INPIXON**

By: /s/ Nadir Ali  
Name: Nadir Ali  
Title: Chief Executive Officer

**SECOND AMENDMENT TO SENIOR SECURED PROMISSORY NOTE**

This SECOND AMENDMENT TO SENIOR SECURED PROMISSORY NOTE (this "Amendment") is made and entered into as of January 30, 2024, by and among XTI Aircraft Company, a Delaware corporation ("Borrower"), and Inpixon, a Nevada corporation ("Lender"). Borrower and Lender are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Borrower issued to Lender that Senior Secured Promissory Note dated as of July 24, 2023, which was amended by the First Amendment to Senior Secured Promissory Note dated December 30, 2023 (as amended, the "Note");

WHEREAS, Section 14 of the Note provides that the Note may be amended by an instrument specifically intended for such purpose and executed by the Party against whom enforcement of the amendment is sought; and

WHEREAS, the Parties desire to extend the maturity date of and increase the amount available to the Borrower under the Note as set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

Section 1.01 Definitions. Except as otherwise indicated, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Note.

Section 1.02 Amendment to the Maximum Principal Amount. The Maximum Principal Amount available for borrowing under the Note is hereby increased from \$2,313,407 to \$4,000,000.

Section 1.03 Amendment to Section 1. Section 1 of the Note is hereby amended such that the date "January 30, 2024" in proviso (a) thereof is hereby deleted and replaced with the date "March 31, 2024".

Section 1.04 No Other Amendments. The Parties agree that all other provisions of the Note shall, subject to the amendments expressly set forth herein, continue unmodified, in full force and effect and constitute legal and binding obligations of the Parties in accordance with their terms. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Note or any of the documents referred to therein. This Amendment forms an integral and inseparable part of the Note.

Section 1.05 References. Each reference to "this Note," "hereof," "herein," "hereunder," "hereby" and each other similar reference contained in the Note shall, effective from the date of this Amendment, refer to the Note as amended by this Amendment. Notwithstanding the foregoing, references to the date of the Note and references in the Note, as amended hereby, to "the date hereof," "the date of this Note" and other similar references shall in all instances continue to refer to July 24, 2023, and references to the date of this Amendment and "as of the date of this Amendment" shall refer to January 30, 2024.

Section 1.06 Effect of Amendment. This Amendment shall form a part of the Note for all purposes, and each Party thereto and hereto shall be bound hereby. This Amendment shall be deemed to be in full force and effect from and after the execution of this Amendment by the Parties.

Section 1.07 Incorporation by Reference. Each of the provisions under Section 14 (General Provisions), Section 18 (Choice of Law), Section 19 (Waiver of Jury Trial), Section 20 (Venue; Jurisdiction) and Section 23 (Counterparts) of the Note shall be incorporated into this Amendment by reference as if set out in full herein, *mutatis mutandis*.

Section 1.08 Further Assurances. Each Party shall execute and deliver such documents and take such action, as may reasonably be considered within the scope of such Party's obligations hereunder, necessary to effectuate the transactions and matters contemplated by this Amendment. The Parties further agree that each Party shall cooperate in good faith in advancing such transactions and matters.

*[Remainder of Page Left Intentionally Blank; Signature Page Follows]*

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IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be executed by their respective officers hereunto duly authorized.

**INPIXON**

By: /s/ Nadir Ali  
Name: Nadir Ali  
Title: Chief Executive Officer

**XTI AIRCRAFT COMPANY**

By: /s/ Scott Pomeroy  
Name: Scott Pomeroy  
Title: Chief Financial Officer

*[Signature Page to Second Amendment to Senior Secured Promissory Note]*

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