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

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**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): December 23, 2009 (December 21, 2009)

**INX Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State of Incorporation)

**1-31949**  
Commission file number

**76-0515249**  
(I.R.S. Employer Identification No.)

**11757 Katy Freeway**  
**Houston, Texas 77079**  
(Address of Registrant's principal executive offices)

**(713) 795-2000**  
(Registrant's telephone number, including area code)

**(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**

On December 21, 2009, INX Inc. (“the Company”) entered into an amendment effective December 16, 2009 with Castle Pines Capital LLC (“CPC”) to the Company’s senior credit facility (“Amendment”). The Amendment extends the senior credit facility to December 31, 2011, and increases the maximum aggregate line of credit to \$70 million from \$60 million. The senior credit facility is used primarily for the Company’s inventory financing and working capital requirements. The Amendment also modified the senior credit facilities’ financial covenants as follows:

- Current ratio – minimum requirement increased from 1.10 to 1.15.
- Tangible net worth – minimum requirement increased from \$8 million to \$11 million.
- Total liabilities to tangible net worth – minimum requirement changed from a maximum of 7:1 to a maximum of 6:1.
- Minimum working capital requirement – financial covenant was eliminated.

The Company is in compliance with the financial covenants and anticipates that it will be able to comply with the financial covenants during the next twelve months.

**Item 7.01 Regulation FD Disclosure.**

On December 23, 2009, the registrant issued a press release announcing the Amendment. The press release is furnished as Exhibit 99.1 to this Current Report and is hereby incorporated by reference in this Item 7.01. The information being furnished in this report (including Exhibit 99.1) is furnished pursuant to Item 7.01 and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any other filing under the Securities Act of 1933, as amended.

**Item 9.01 Financial Statements and Exhibits**

(c) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment to Amended and Restated Credit Agreement and Amendment to Amended and Restated Financial Covenants Amendment to Amended and Restated Credit Agreement between INX Inc. and Castle Pines Capital LLC
99.1	Press Release issued December 23, 2009

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: December 23, 2009

**INX Inc.**

By: /s/ Brian Fontana  
Brian Fontana  
Chief Financial Officer

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## EXHIBIT INDEX

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**AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT  
AND AMENDMENT TO AMENDED AND RESTATED FINANCIAL COVENANTS AMENDMENT TO  
AMENDED AND RESTATED CREDIT AGREEMENT**

This Amendment to Amended and Restated Credit Agreement and Amendment to Amended and Restated Financial Covenants Amendment to Amended and Restated Credit Agreement ("Amendment") is made as of December 16, 2009, amending that certain Credit Agreement (as defined below) between **CASTLE PINES CAPITAL LLC**, a Delaware limited liability company ("CPC"), having its chief executive office located at 116 Inverness Drive East, Suite 375, Englewood, Colorado 80112 and **INX INC.**, a Delaware corporation, having its chief executive office located at 11757 Katy Freeway, Suite 500, Houston, Texas 77079 ("Reseller").

**WHEREAS**, INX and CPC entered in to that certain Amended and Restated Credit Agreement dated April 30, 2007, as amended by that certain Acquisition Facility Amendment to Amended and Restated Credit Agreement dated August 1, 2007, as amended by that certain Amended and Restated Financial Covenants Amendment to Amended and Restated Credit Agreement effective as of the 31<sup>st</sup> day of August, 2007, as amended by that certain Amendment to Amended and Restated Credit Agreement adding Select, Inc. as a Reseller and as amended by the Amendment dated the date hereof (collectively, the "Credit Agreement") between CPC and Reseller, providing the availability for credit to finance inventory on behalf of Reseller; and

**WHEREAS**, Reseller has requested that CPC (a) amend Section 1 of the Credit Agreement to increase the Line of Credit; (b) amend Section 17 of the Credit Agreement to extend the Termination Date to December 31, 2011, and (c) amend the Amended and Restated Financial Covenants Amendment to Amended and Restated Credit Agreement; and

**WHEREAS**, CPC is willing to accommodate such request for credit upon and subject to the terms, conditions and provisions of this Amendment and the Documents;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Reseller and CPC hereby mutually covenant and agree as follows:

**SECTION 1.**                    **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

**SECTION 2.**                    **Amendments to Credit Agreement.**

**A.**        **Section 1** of the Credit Agreement, Extensions of Credit, is amended by deleting the first sentence of such section and replacing same with the following new sentence:

“Subject to the terms of this Amended and Restated Credit Agreement together with the Amended and Restated Financial Covenants as set forth in that certain Amendment to Amended and Restated Credit Agreement and Amendment to Amended and Restated Financial Covenants Amendment to Amended and Restated Credit Agreement dated as of December 16, 2009, and Paydown Amendment to Amended and Restated Credit Agreement dated April 30, 2007 (collectively, this "Agreement"), CPC has made a discretionary line of Credit up to a maximum aggregate amount of Seventy Million Dollars (\$70,000,000) outstanding funded indebtedness (the "Line of Credit") available to Reseller.”

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**B. Section 17** of the Credit Agreement, Terms and Termination, is amended by deleting the existing Section 17 in its entirety and replacing same with the following:

**“Terms and Termination.** The term of this Agreement, unless sooner terminated in accordance with this Agreement, shall terminate on December 31, 2011 (subject to renewal as provided below, the “Termination Date”), provided, however, that (a) this Agreement shall automatically renew for one (1) year periods from year to year thereafter unless terminated by the Reseller upon written notice at least 90 days prior to the current Termination Date; (b) CPC may terminate this Agreement immediately (i) by written notice to Reseller if Reseller shall lose or relinquish any right to sell or deal in any Financed Inventory or (ii) upon a Default; or (c) CPC may terminate the Inventory Facility and the Revolving Credit Facility at any time by at least 60 days prior written notice by CPC to Reseller; provided however, where Reseller requests further time be provided within the 60 day notice period CPC will agree to an extension of 30 more days. Upon termination of this Agreement, all Indebtedness owed to CPC shall become immediately due and payable without notice or demand. Upon any termination, Reseller shall remain liable to CPC for all Indebtedness to CPC, including without limitation interest, fees, charges and expenses arising prior to or after the effective date of termination, and all of CPC’s rights and remedies and its security interest shall continue until all Indebtedness to CPC is indefeasibly paid in full and all obligations of Reseller are performed.”

**SECTION 2. Amendment to Amended and Restated Financial Covenants.**

The Amended and Restated Financial Covenants Amendment to the Credit Agreement, is hereby amended and restated in its entirety as follows:

**“AMENDED AND RESTATED FINANCIAL COVENANTS AMENDMENT  
TO AMENDED AND RESTATED CREDIT AGREEMENT**

1. **‘Current Ratio.** Reseller will at all times maintain on a consolidated basis a ratio of current assets to Current Liabilities of at least 1.15:1.0.

For purpose of this paragraph ‘Current Liabilities’ includes (a) all obligations classified as current liabilities under generally accepted accounting principles, plus (b) all principal amounts outstanding under revolving lines of credit, whether classified as current or long-term, which are not already included under (a) above; provided, however, that (i) only scheduled principal payments in connection with the CPC Acquisition Loan for any 12 month period shall be deemed to be Current Liabilities for the purposes of compliance with this Current Ratio covenant and (ii) ‘CPC Acquisition Loan’ means the acquisition loan made by CPC to Reseller on August 31, 2007, in the aggregate principal amount of Six Million Dollars (\$6,000,000). This ratio will be calculated at the end of each fiscal quarter, using fiscal year-to-date results on an annualized basis.’

2. **‘Tangible Net Worth.** Reseller will at all times maintain on a consolidated basis tangible net worth equal to at least Eleven Million Dollars (\$11,000,000).

For purpose of this paragraph: (i) ‘Tangible Net Worth’ means as of any date the sum of Reseller’s (i) net worth as reflected on the last twelve-month consolidated fiscal financial statements of Reseller, plus (ii) net earnings since the end of such fiscal year, both after provision for taxes and with Inventory determined on a first in, first out basis, plus (iii) Subordinated Debt, minus the sum of Reseller’s (A) intangible assets, including, without limitation, deposits, unamortized leasehold improvements, goodwill, deferred income taxes, franchises, licenses, patents, trade names, copyrights, service marks, brand names, covenants not to compete and any other asset which would be treated as an intangible under generally accepted accounting principles, plus (B) prepaid expenses (however such item shall not include prepaid inventory), plus (C) franchise fees, plus (D) notes, Accounts and other amounts owed to Reseller by any Guarantor, affiliate or employee of Reseller plus (E) losses since the end of such fiscal year, plus (F) interest in the cash surrender value of officers or shareholders life insurance policies; and (ii) ‘Subordinated Debt’ means liabilities subordinated to the Reseller’s obligations to CPC in a manner acceptable to CPC, using CPC’s standard form. This covenant will be tested at the end of each fiscal quarter.’

3. **‘Total Liabilities to Tangible Net Worth Ratio.** Reseller will at all times maintain on a consolidated basis a ratio of Total Liabilities (excluding liabilities subordinated to the Reseller’s obligations to CPC in a manner acceptable to CPC, using CPC’s standard form) to Tangible Net Worth not exceeding 6.00:1.00.

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For purpose of this paragraph: (i) 'Total Liabilities' means the sum of current liabilities plus long term liabilities; and (ii) 'Tangible Net Worth' means as of any date the sum of (i) net worth as reflected on the last twelve-month consolidated fiscal financial statements of Reseller, plus (ii) net earnings since the end of such fiscal year, both after provision for taxes and with Inventory determined on a first in, first out basis, plus (iii) Subordinated Debt, minus the sum of Reseller's (A) intangible assets, including, without limitation, deposits, unamortized leasehold improvements, goodwill, deferred income taxes, franchises, licenses, patents, trade names, copyrights, service marks, brand names, covenants not to compete and any other asset which would be treated as an intangible under generally accepted accounting principles, plus (B) prepaid expenses (however such item shall not include prepaid inventory), plus (C) franchise fees, plus (D) notes, Accounts and other amounts owed to Reseller by any Guarantor, affiliate or employee of Reseller plus (E) losses since the end of such fiscal year, plus (F) interest in the cash surrender value of officers or shareholders life insurance policies. This ratio will be calculated at the end of each fiscal quarter, using fiscal year-to-date results on an annualized basis."

**SECTION 4. Full Force and Effect.** Except as specifically amended hereby, all of the terms and conditions of the Credit Agreement as amended, the Documents, and all other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and the same are hereby ratified and confirmed. This Amendment, the Credit Agreement, and the other Documents constitute legal, valid and binding obligations of Reseller and are enforceable against Reseller in accordance with their respective terms.

**SECTION 5. Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

**SECTION 6. Governing Law.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of Colorado.

[signature page(s) to follow]

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IN WITNESS WHEREOF, Reseller and CPC has caused this Amendment to be executed by its authorized officers as of the day and year first above written.

**INX INC., as Reseller**

ATTEST:

/s/ Joseph E. Horzepa  
Joseph E. Horzepa, Secretary

By: /s/ Brian Fontana  
Name: Brian Fontana  
Title: Vice President & CFO

ATTEST:

/s/ James H. Long  
James H. Long, Chief Executive Officer

**CASTLE PINES CAPITAL LLC**

By: /s/ John Schmidt  
Name: John Schmidt  
Title: Managing Partner

**PRESS RELEASE**

**INX Increases Senior Credit Facility to \$70 Million**

HOUSTON--(BUSINESS WIRE)--INX Inc. (Nasdaq:INXI - News) today announced that it has increased its senior credit facility with Castle Pines Capital LLC ("CPC") used primarily for inventory floor plan financing and working capital requirements to \$70 million from \$60 million.

Commenting on the new credit facility, Brian Fontana, INX's Chief Financial Officer, stated, "We are pleased with our long-term, close working relationship with Castle Pines Capital and their continued support of our business objectives. The increased capacity under our primary operating credit facility will provide for continued future growth and liquidity needs."

"INX has grown substantially during our relationship and has demonstrated significant growth as a company focused on enterprise technology infrastructure solutions and services. We are pleased to increase our financial capacity to INX, which provides them with the capital they require in order to continue their impressive long-term growth," said Jim Merrill, CPC's Senior Vice President.

**ABOUT INX INC.:**

INX Inc. (NASDAQ:INXI - News) is a leading U.S. provider of IP network communications and data center solutions for enterprise organizations. INX offers a suite of advanced technology solutions focused around the entire life-cycle of enterprise IP network communications and data center infrastructure. Service offerings are centered on the design, implementation and support of network infrastructure, including routing and switching, wireless, security, unified communications, and data center solutions such as storage and server virtualization. Customers include enterprise organizations such as corporations, as well as federal, state and local governmental agencies. Because of its focus, expertise and experience implementing and supporting advanced technology solutions for enterprises, INX is well positioned to deliver superior solutions and services to its customers. Additional information about INX can be found on the Web at [www.inxi.com](http://www.inxi.com).

**ABOUT CASTLE PINES CAPITAL LLC:**

Castle Pines Capital LLC is a privately held channel finance company headquartered in Englewood, Colorado. With extensive domain experience in network technology and finance industries, CPC provides channel financing solutions to technology resellers and distributors.

**SAFE HARBOR STATEMENT:**

The statements contained in this document that are not statements of historical fact, including but not limited to, statements identified by the use of terms such as "anticipate," "appear," "believe," "could," "estimate," "expect," "hope," "indicate," "intend," "likely," "may," "might," "plan," "potential," "project," "seek," "should," "will," "would," and other variations or negative expressions of these terms, including statements relating to INX's continued growth, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 and involve a number of risks and uncertainties. The actual results of the future events described in the forward-looking statements in this document could differ materially from those stated in the forward-looking statements due to numerous factors, including the risks and uncertainties set forth from time to time in the Company's public statements and its most recent Annual Report filed with the SEC on Form 10-K for the year 2008.

**Contact:**

INX Inc.  
Brian Fontana, 713-795-2000  
Chief Financial Officer  
**Brian.Fontana@inxi.com**