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**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

September 4, 2007

Date of Report (Date of earliest event reported)

VIAD CORP

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-11015

(Commission
File Number)

36-1169950

(IRS Employer
Identification No.)

1850 North Central Avenue, Suite 800, Phoenix, Arizona

(Address of principal executive offices)

85004-4545

(Zip Code)

Registrant's telephone number, including area code: (602) 207-4000

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 (see General Instruction A.2. below):

- 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 8.01 OTHER EVENTS

On September 4, 2007, Viad Corp (the “Company”) was informed by the administrative agent for the Company’s \$150,000,000 Amended and Restated Credit Agreement dated as of June 15, 2006 (“Credit Agreement”) that all lenders approved an amendment to the Credit Agreement, which amended the limitation on the Company to repurchase its common stock by increasing the aggregate dollar amount of repurchases by \$50,000,000 during the term of the Credit Agreement. The effective date of the amendment is August 27, 2007. A copy of Amendment No. 1 to the Credit Agreement is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

99.1 — Copy of Amendment No. 1 to \$150,000,000 Amended and Restated Credit Agreement dated as of June 15, 2006, effective as of August 27, 2007.

SIGNATURES

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 thereunto duly authorized.

VIAD CORP
(Registrant)

September 5, 2007

By /s/ G. Michael Latta
G. Michael Latta
Vice President - Controller
(Chief Accounting Officer and
Authorized Signer)

AMENDMENT NO. 1 TO AMENDED AND RESTATED CREDIT AGREEMENT

This Amendment No. 1 (this “ Amendment ”) is entered into as of August 27, 2007 by and among Viad Corp, a Delaware corporation (the “ Borrower ”), JPMorgan Chase Bank, National Association, as Lender and as Administrative Agent (“ Administrative Agent ”), and the other financial institutions signatory hereto.

RECITALS

A. The Borrower, the Administrative Agent and the Lenders are party to that certain Amended and Restated Credit Agreement dated as of June 15, 2006 (as amended, the “ Credit Agreement ”). Unless otherwise specified herein, capitalized terms used in this Amendment shall have the meanings ascribed to them by the Credit Agreement.

B. The Borrower, the Administrative Agent and the Required Lenders wish to amend the Credit Agreement on the terms and conditions set forth below.

Now, therefore, in consideration of the mutual execution hereof and other good and valuable consideration, the parties hereto agree as follows:

1. Amendment to Credit Agreement. Upon the “Effective Date” (as defined below), Section 6.10(iii) of the Credit Agreement shall be amended in its entirety to read as follows:

“(iii) the Borrower may from time to time repurchase its Capital Stock for aggregate consideration not in excess of \$110,000,000, provided that no Default or, to the knowledge of an Authorized Officer after due inquiry, Unmatured Default shall exist before or after giving effect to any such repurchase or be created as a result thereof,”

2. Representations and Warranties of the Borrower. The Borrower represents and warrants that:

(a) Each of the representations and warranties contained in the Credit Agreement is true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(b) After giving effect to this Amendment, no Default or Unmatured Default has occurred and is continuing.

3. Effective Date. This Amendment shall become effective upon the date of the execution and delivery (i) of this Amendment by the Borrower and the Required Lenders and (ii) the Guarantor’s Acknowledgment attached hereto as Exhibit A by Guarantor (the “ Effective Date ”).

4. Reference to and Effect Upon the Loan Documents.

(a) Except as specifically amended, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Credit Agreement or any Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any Loan Document, except as specifically set forth herein. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of similar import shall mean and be a reference to the Credit Agreement as amended hereby.

5. Costs and Expenses. The Borrower hereby affirms its obligation under Section 9.6 of the Credit Agreement to reimburse the Administrative Agent for all reasonable costs, internal charges and out-of-pocket expenses paid or incurred by the Administrative Agent in connection with the preparation, negotiation, execution and delivery of this Amendment, including but not limited to the attorneys’ fees and time charges of attorneys for the Administrative Agent with respect thereto.

6. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF NEW YORK BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all such counterparts shall constitute one and the same instrument.

(signature pages to follow)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

VIAD CORP

By: /s/ Ellen M. Ingersoll

Its: Vice President

By: /s/ Elyse A. Newman

Its: Treasurer

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Lender and as Administrative Agent

By: /s/ Steven J. Krakoski

Its: Senior Vice President

[Signature Page to Viad Amendment No. 1 to Amended and Restated Credit Agreement]

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /s/ John G. Taylor

Its: Director

[Signature Page to Viad Amendment No. 1 to Amended and Restated Credit Agreement]

BANK OF AMERICA, N.A.

By: /s/ David McCauley

Its: Senior Vice President

[Signature Page to Viad Amendment No. 1 to Amended and Restated Credit Agreement]

KEYBANK NATIONAL ASSOCIATION

By: /s/ Frank J. Jancar

Its: Vice President

[Signature Page to Viad Amendment No. 1 to Amended and Restated Credit Agreement]

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Karen Paris

Its: Senior Vice President

[Signature Page to Viad Amendment No. 1 to Amended and Restated Credit Agreement]

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: /s/ Mitsuo Iravani

Its: Vice President

[Signature Page to Viad Amendment No. 1 to Amended and Restated Credit Agreement]

COMERICA WEST INCORPORATED

By: /s/ Fatima Arshad

Its: Corporate Banking Officer

[Signature Page to Viad Amendment No. 1 to Amended and Restated Credit Agreement]

BANK OF THE WEST

By: /s/ John Linder

Its: Vice President

[Signature Page to Viad Amendment No. 1 to Amended and Restated Credit Agreement]

EXHIBIT A

GUARANTOR'S ACKNOWLEDGMENT OF
AMENDMENT NO. 1 TO AMENDED AND RESTATED CREDIT AGREEMENT

The Guarantor hereby acknowledges the terms and conditions of Amendment No. 1 to Amended and Restated Credit Agreement entered into as of August 27, 2007 and hereby reaffirms its obligations under the Guaranty. Capitalized terms used herein shall have the meanings ascribed to them by the Amended and Restated Credit Agreement dated as of June 15, 2006 and entered into by and among the Borrower, the Administrative Agent and the Lenders.

GES EXPOSITION SERVICES, INC.

By: /s/ Ellen M. Ingersoll

Its: Vice President

By: /s/ Elyse A. Newman

Its: Treasurer

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