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

February 24, 2016
Date of Report (Date of earliest event reported)

Viad Corp
(Exact name of registrant as specified in its charter)

Delaware	**001-11015**	**36-1169950**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
1850 North Central Avenue , Suite 1900, Phoenix, AZ		**85004-4565**
(Address of Principal Executive Offices)		**(Zip Code)**

Registrant's telephone number, including area code: (602) 207-1000

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))

Item 1 .01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Effective February 24, 2016, Viad Corp (the "Company") executed an amendment (the "Amendment") to the Company's $300,000,000 Amended and Restated Credit Agreement, dated as of December 22, 2014 (the "Credit Agreement"), by and among the Company and JPMorgan Chase Bank, National Association, BOKF, N.A., BMO Harris Bank, N.A., Bank of the West, N.A., Bank of America, N.A., KeyBank National Association, U.S. Bank National Association, and Wells Fargo Bank, N.A. (collectively, the "Lenders").

The Amendment modifies the terms of the financial covenants and the negative covenants of the Credit Agreement related to acquisitions, restricted payments (e.g., dividends payments and share repurchases), and indebtedness. The Amendment eliminates the scheduled limit decrease for the Company's overall leverage ratio, as well as the scheduled limit increase for the fixed charge coverage ratio, as those terms are defined in the Credit Agreement, which are now 3.50 to 1.00 and 1.75 to 1.00, respectively, and will remain at those levels for the entire term of the Credit Agreement. Acquisitions in substantially the same or related lines of business are permitted under the Amendment, as long as the pro forma leverage ratio is less than or equal to 3.00 to 1.00. Restricted payments, as that term is defined in the Credit Agreement, and unsecured debt are also allowed, as long as the Company's pro forma leverage ratio is less than or equal to 2.50 to 1.00 and 3.00 to 1.00, respectively. The restricted payments limit under the Amendment is separate from, and does not reduce, the maximum amount of shareholder dividend payments and share repurchases permitted each calendar year under the Credit Agreement. The liquidity covenant, which previously required the Company to have at least $100 million in liquidity in connection with restricted payments over $20 million per year, has been removed.

Other than in respect of the Credit Agreement, the Company and its affiliates do not have any material relationships with the Lenders, except for Chase Bank, National Association, and Bank of America, N.A., with which the Company has commercial banking relationships, and Wells Fargo Bank, N.A., which performs shareowner services for the Company and with which the Company has a commercial banking relationship.

The above description of the Amendment is qualified by reference to the full text of the Amendment, a copy of which is attached hereto as Exhibit 4 and is incorporated by reference herein. A copy of the Company's press release relating to the Amendment, which is being furnished hereto as Exhibit 99, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act.

Item 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

On February 24, 2016, the Board approved amendments (the "Performance Unit Amendments") to the Company's Performance Unit Incentive Plan (the "Plan") and form of Performance Unit Incentive Plan Agreement (the "Agreement") that allow the Company to pay earned performance units in common stock of the Company. Under the Performance Unit Amendments, which were adopted in accordance with the terms of the 2007 Viad Corp Omnibus Incentive Plan, the Human Resources Committee of the Board may, in its discretion, pay out all or a portion of earned performance units in common stock. Previously, such payouts could only be made in cash.

The Performance Unit Amendments also clarify that all shares paid to executive officers of the Company under the Plan will be subject to existing transfer restrictions applicable to the Company's restricted stock awards, including the prohibition against pledging and encumbering vested or earned common stock and the mandatory hold, net of taxes and during the officer's employment term, on all vested or earned common stock transfers until and unless the executive officer is in compliance with the Company's stock ownership requirements.

The above description of the Performance Unit Amendments is qualified by reference to the full text of the amendment to the Plan and the Agreement, copies of which are attached hereto as Exhibits 10.A and 10.B, respectively, and incorporated by reference herein.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

Exhibit Number	Description
4	Amendment No. 1, effective February 24, 2016, to the $300,000,000 Amended and Restated Credit Agreement, dated as of December 22, 2014, by and among Viad Corp, JPMorgan Chase Bank, N.A., as administrative agent, and the lender parties thereto.
10.A	Copy of Amendment to the Viad Corp Performance Unit Incentive Plan, as amended February 27, 2013 pursuant to the 2007 Viad Corp Omnibus Incentive Plan, effective as of February 24, 2016.
10.B	Copy of form of Viad Corp 2007 Omnibus Incentive Plan Performance Units Agreement, effective as of February 24, 2016.
99	Press Release dated March 1, 2016.

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)

March 1, 2016

By:/s/ Leslie S. Striedel
Leslie S. Striedel
Chief Accounting Officer

Exhibit 4

AMENDMENT NO. 1 TO AMENDED AND RESTATED CREDIT AGREEMENT

This Amendment No. 1 to Amended and Restated Credit Agreement (this " Amendment ") is entered into as of February 24, 2016 by and among Viad Corp, a Delaware corporation (the " Borrower "), JPMorgan Chase Bank, National Association, as a Lender, as LC Issuer, as Swingline Lender and as administrative agent (the " Administrative Agent "), and the other financial institutions signatory hereto (the " Lenders ").

RECITALS

A. The Borrower, the Administrative Agent and the Lenders are party to that certain Amended and Restated Credit Agreement dated as of December 22, 2014 (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, the LC Issuer, the Swingline Lender and each of the undersigned 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. Amendments to Credit Agreement . Upon the "Amendment Effective Date" (as defined below), the Credit Agreement shall be amended as follows:

(a) Section 1.1 of the Credit Agreement is amended by adding the following definition in the appropriate alphabetical order:

"First Amendment Effective Date" means February 24, 2016.

(b) The defined term "Pricing Schedule" in Section 1.1 of the Credit Agreement is deleted and replaced with the following:

"Pricing Schedule" means the Pricing Schedule attached to that certain Amendment No. 1 to Amended and Restated Credit Agreement dated as of the First Amendment Effective Date by and among the Borrower, Administrative Agent and the Lenders.

(c) Section 6.10 of the Credit Agreement is amended and restated as follows:

"The Borrower will not, nor will it permit any Subsidiary to, declare or pay any dividends or make any distributions on its Capital Stock (other than dividends by way of stock split or otherwise payable in its own common stock) or redeem, repurchase or otherwise acquire or retire any of its Capital Stock at any time outstanding, except that (i) any Subsidiary may declare and pay dividends or make distributions to the Borrower or to a Wholly-Owned Subsidiary, (ii) the Borrower may declare and pay dividends on its Capital Stock or repurchase its Capital Stock in an aggregate amount (as to such dividends and repurchases) not in excess of $20,000,000 in any

calendar year so long as, immediately prior to and immediately after giving effect to any such declaration or payment, no Default or Unmatured Default shall have occurred and be continuing, (iii) the Borrower may declare and pay dividends in excess of any such declaration or payment made in compliance with Section 6.10(ii), make distributions on its Capital Stock or repurchase its Capital Stock so long as, immediately prior to and immediately after giving effect to any such declaration, dividend, distribution or repurchase (and taking into account any Indebtedness incurred in connection therewith), (A) the Leverage Ratio (calculated on a pro forma basis) shall be less than or equal to 2. 50 to 1.00 and (B) no Default or Unmatured Default shall have occurred and be continuing and (iv) any non-Wholly-Owned Subsidiary of the Borrower may declare and pay dividends or make other distributions to its shareholders generally so long as the Borrower or its respective Subsidiary which owns Capital Stock in the Subsidiary paying such dividends or making such other distributions receives at least its proportionate share thereof (based on its relative holdings of Capital Stock in the Subsidiary paying such dividends or making such other distributions and taking into account relative preferences, if any, of the various classes of Capital Stock in such Subsidiary)."

(d) Section 6.11 of the Credit Agreement is amended by adding a new Section 6.11(ix) as follows:

"Other unsecured Indebtedness; *provided* that the Leverage Ratio (calculated on a pro forma basis) shall be less than or equal to 3.00 to 1.00."

(e) Section 6.14(v) of the Credit Agreement is amended and restated as follows:

"Acquisitions after the First Amendment Effective Date of (or of all or substantially all of the assets of) entities engaged in substantially the same or related lines of business as the Borrower, so long as immediately after giving effect to each such Acquisition and the incurrence/repayment of any related Indebtedness, (1) the Borrower shall be in compliance with its covenants hereunder, (2) on a pro forma basis the Borrower would be in compliance with Section 6.23.1 for the previous four fiscal quarters and (3) the Leverage Ratio (calculated on a pro forma basis) shall be less than or equal to 3.00 to 1.00; *provided* , *however* , that (A) for any Acquisition with aggregate consideration (including cash, other property, stock and debt assumption, with such property and stock valued at fair market value at the time of such Acquisition) in excess of $50,000,000, the Borrower shall have delivered to the Administrative Agent a certificate executed by an Authorized Officer setting forth the calculations demonstrating such compliance and (B) both before and after giving effect to such Acquisition no Default exists (each such entity, an "Acquired Company")."

(f) Section 6.23.1 of the Credit Agreement is amended and restated as follows:

"The Borrower will not permit the ratio, determined as of the end of each of its fiscal quarters, for the then most recently ended four fiscal quarters of (i) Consolidated EBITDA *plus* Consolidated Rentals to (ii) cash Consolidated Interest Expense, *plus* Consolidated Rentals *plus* scheduled maturities of long term debt over the following twelve months, all calculated for the Borrower and its Subsidiaries on a consolidated basis, to be less than 1.75 to 1.00 for any fiscal quarter ending after December 31, 2015."

(g) Section 6.23.2 of the Credit Agreement is amended and restated as follows:

"The Borrower will not permit the Leverage Ratio determined as of the end of each of its fiscal quarters to be greater than 3.50 to 1.00 at any time after December 31, 2015."

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

(a) At the time of and immediately after giving effect to this Amendment, each of the representations and warranties contained in the Credit Agreement (treating this Amendment as a Loan Document for purposes thereof) is true and correct in all material respects on and as of the date hereof as if made on the date hereof, except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date; and

(b) At the time of and immediately after giving effect to this Amendment, no Default or Unmatured Default has occurred and is continuing.

3. Amendment Effective Date. This Amendment shall become effective upon the date (the " Amendment Effective Date ") upon which all of the following conditions have been satisfied:

(a) The execution and delivery of (i) this Amendment by the Borrower, the Administrative Agent and the Required Lenders and (ii) the Acknowledgment attached hereto as Exhibit A by the Guarantors; and

(b) The payment by the Borrower to the Administrative Agent for the account of each Lender executing this Amendment of the fees pursuant to that certain fee letter agreement dated as of the First Amendment Effective Date.

4. Reference to and Effect Upon the Loan Documents.

(a) Except as specifically amended hereby, 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. This Amendment shall be deemed a Loan Document under the Credit Agreement.

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. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a " *PDF* " file) shall be effective as delivery of a manually executed counterpart hereof.

(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
Name: Ellen M. Ingersoll
Its: Chief Financial Officer

By: /s/ Elyse A. Newman
Name: Elyse A. Newman
Its: Treasurer

[signature page to Amendment No. 1]

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent, as LC Issuer, as Swingline Lender and a Lender

By: /s/ Laura Woodward
Name: Laura Woodward
Its: Vice President

Wells Fargo Bank, NA

By: /s/ Sid Khanolkar
Name: Sid Khanolkar
Title: Director

[signature page to Amendment No. 1]

BMO HARRIS BANK, N.A.

By: /s/ Matthew Freeman
Name: Matthew Freeman
Title: Director

[signature page to Amendment No. 1]

BOKF, NA dba Bank of Arizona

By: /s/ Margaret DelBrocco
Name: Margaret DelBrocco
Title: Senior Vice President

[signature page to Amendment No. 1]

KEYBANK NATIONAL ASSOCIATION

By: /s/ Marc Evans
Name: Marc Evans
Title: Vice President

[signature page to Amendment No. 1]

BANK OF AMERICA, N.A.

By: /s/ Ginger Vo
Name: Ginger Vo
Title: Assistant Vice President

[signature page to Amendment No. 1]

U.S. Bank

By: /s/ Ben Clement
Name: Ben Clement
Title: Portfolio Manager

[signature page to Amendment No. 1]

BANK OF THE WEST

By: /s/ Kevin Gillette
Name: Kevin Gillette
Title: Director

[signature page to Amendment No. 1]

PRICING SCHEDULE

APPLICABLE MARGIN	LEVEL I STATUS	LEVEL II STATUS	LEVEL III STATUS	LEVEL IV STATUS	LEVEL V STATUS
Eurocurrency Rate	1.50%	1.75%	2.00%	2.25%	2.50%
Floating Rate	.50%	.75%	1.00%	1.25%	1.50%

APPLICABLE FEE RATE	LEVEL I STATUS	LEVEL II STATUS	LEVEL III STATUS	LEVEL IV STATUS	LEVEL V STATUS
Letter of Credit Fee	1.50%	1.75%	2.00%	2.25%	2.50%
Commitment Fee	0.25%	0.30%	0.35%	0.40%	0.45%

For the purposes of this Schedule, the following terms have the following meanings, subject to the final paragraph of this Schedule:

"Financials" means the annual or quarterly financial statements of the Borrower delivered pursuant to Section 6.1(i) or (ii).

"Level I Status" exists at any date if, as of the last day of the fiscal quarter of the Borrower referred to in the most recent Financials, the Leverage Ratio is less than or equal to 1.00 to 1.00.

"Level II Status" exists at any date if, as of the last day of the fiscal quarter of the Borrower referred to in the most recent Financials, (i) the Borrower has not qualified for Level I Status and (ii) the Leverage Ratio is less than or equal to 1.50 to 1.00.

"Level III Status" exists at any date if, as of the last day of the fiscal quarter of the Borrower referred to in the most recent Financials, (i) the Borrower has not qualified for Level I Status or Level II Status and (ii) the Leverage Ratio is less than or equal to 2.00 to 1.00.

"Level IV Status" exists at any date if, as of the last day of the fiscal quarter of the Borrower referred to in the most recent Financials, (i) the Borrower has not qualified for Level I Status, Level II Status or Level III Status and (ii) the Leverage Ratio is less than or equal to 2.50 to 1.00.

"Level V Status" exists at any date if, as of the last day of the fiscal quarter of the Borrower referred to in the most recent Financials, the Borrower has not qualified for Level I Status, Level II Status, Level III Status or Level IV Status.

"Status" means either Level I Status, Level II Status, Level III Status, Level IV Status or Level V Status.

The Applicable Margin and Applicable Fee Rate shall be determined in accordance with the foregoing table based on the Borrower's Status as reflected in the then most recent Financials. Adjustments, if any, to the Applicable Margin or Applicable Fee Rate shall be effective five Business Days after the Administrative Agent has received the applicable Financials. If the Borrower fails to deliver the Financials to the Administrative Agent at the time required pursuant to Section 6.1, then the Applicable Margin and Applicable Fee Rate shall be the highest Applicable Margin and Applicable Fee Rate set forth in the foregoing table until five days after such Financials are so delivered. Until adjusted after the First Amendment Effective Date, Level I II Status shall be deemed to exist.

EXHIBIT A

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

February 24, 2016

The Guarantors hereby acknowledge the terms and conditions of Amendment No. 1 to Amended and Restated Credit Agreement entered into as of the date hereof and hereby reaffirm their 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 December 22, 2014, as amended and entered into by and among the Borrower, the Administrative Agent and the Lenders.

GLOBAL EXPERIENCE SPECIALISTS, INC.

By: /s/ Ellen M. Ingersoll
Name: Ellen M. Ingersoll
Its: Vice President

By: /s/ Elyse A. Newman
Name: Elyse A. Newman
Its: Treasurer

GES EVENT INTELLIGENCE SERVICES, INC.

By: /s/ Ellen M. Ingersoll
Name: Ellen M. Ingersoll
Its: Vice President

By: /s/ Elyse A. Newman
Name: Elyse A. Newman
Its: Treasurer

Exhibit 10.A

VIAD CORP
2007 OMNIBUS INCENTIVE PLAN
PERFORMANCE UNIT AGREEMENT
Effective as of February 24, 2016

Performance Units are hereby awarded by Viad Corp (Corporation), a Delaware corporation, effective _____, 20___, to _____ (Employee) in accordance with the following terms and conditions:

1. **Award.** The Corporation hereby awards the Employee _____ Performance Units pursuant to the 2007 Viad Corp Omnibus Incentive Plan (Plan), subject to the terms, conditions, and restrictions of such Plan and as hereinafter set forth.

[INCLUDE THE FOLLOWING LANGUAGE ONLY IF APPLICABLE:] If earned, _____ % of the Units subject to this Agreement shall be payable in the form of Shares (as defined in the Plan). The remainder of any earned Units shall be payable in the form of cash.

2. **Restrictions on Transfer and Performance Period.** The Performance Units may not be assigned, transferred, pledged, or otherwise encumbered by the Employee, except in the event of the Participant's death, by will or the laws of descent and distribution.

The Performance Period for the Units is for a three-year period beginning January 1, 20___ and ending December 31, 20___.

The Board of Directors (Board) shall have the authority, in its discretion, to truncate the Performance Period prior to the expiration of the Performance Period with respect thereto, whenever the Board may determine that such action is appropriate by reason of change in applicable tax or other law, or other change in circumstances.

3. **Restrictive Covenants .** Unless a Change of Control (as defined in the Plan) shall have occurred after the date hereof , in order to better protect the goodwill of the Corporation and its Affiliates and to prevent the disclosure of the Corporation's or its Affiliates' trade secrets and confidential information and thereby help insure the long-term success of the business, Employee, without prior written consent of the Corporation, will not engage in certain conduct as outlined in this paragraph 3:

(a) **Non-Competition.** During Employee’s employment with the Corporation or any of its Affiliates, and for a period of eighteen (18) months following termination of Employee’s employment with the Corporation or any of its Affiliates, Employee will not engage in any activity or provide any services, whether as a director, manager, supervisor, employee, adviser, agent, consultant, owner of more than five (5) percent of any enterprise or otherwise, in connection with the manufacture, development, advertising, promotion, design, or sale of any service or product which is the same as or similar to or competitive with any services or products of the Corporation or its Affiliates (including both existing services or products as well as services or products known to the Employee, as a consequence of Employee's employment with the Corporation or one of its Affiliates, to be in development):

(i) with respect to which Employee's work has been directly concerned at any time during the two (2) years preceding termination of employment with the Corporation or one of its Affiliates, or

(ii) with respect to which during that period of time Employee, as a consequence of Employee's job performance and duties, acquired knowledge of trade secrets or other confidential information of the Corporation or its Affiliates. For purposes of the provisions of paragraph 3(a), it shall be conclusively presumed that Employee has knowledge of information he or she was directly exposed to through actual receipt or review of memos or documents containing such information, or through actual attendance at meetings at which such information was discussed or disclosed.

(b) **Non-Solicitation of Customers** . During Employee's employment with the Corporation or any of its affiliates, and for a period of eighteen (18) months following termination of Employee's employment with the Corporation, Employee will not on behalf of any Competitor, solicit business from any Client of the Corporation that Employee serviced during Employee's employment with the Corporation (the "Restricted Clients"). "Client" means any individual, person, business or entity that has consumed, obtained, retained and/or purchased any services or products offered or sold by the Corporation or any of its Affiliates during Employee's employment, and any individual, person, business or entity or that has been solicited by Employee to consume, obtain, retain or purchase the services or products offered or sold by the Corporation or any of its affiliates. "Competitor" means any person or organization engaged (or about to become engaged) in research, development, marketing, selling, or servicing with respect to any product or service which is the same as, similar to, or competes with any product, process or service of the Corporation or its Affiliates (including both existing services or products as well as services or products known to the Employee, as a consequence of Employee's employment with the Corporation or one of its Affiliates, to be in development).

(c) **Non-Solicitation of Employees.** During Employee's employment with the Corporation and for eighteen (18) months immediately following termination of such employment for any reason, Employee will not, on behalf of himself or herself, or on behalf of any other person, firm, corporation, or entity, directly or indirectly (a) solicit for employment, or otherwise seek to employ, retain, divert or take away any of the agents, representatives or employees of the Corporation with whom Employee had contact or about whom Employee had access to information in the course of Employee's employment with the Corporation, (b) or in any other way assist or facilitate any such employment, solicitation or retention effort.

(d) **Remedies and Governing Law**

(i) **Injunctive Relief, Damages and Forfeiture.** Employee understands and agrees that the Corporation's remedy for violation of the restrictions contained in paragraphs 3(a), 3(b) and/or 3(c) above is *not* limited to a requirement that Employee repay any awards granted to Employee under the Plan. Rather, in the event Employee breaches the terms of the restrictive covenants contained in paragraphs 3(a), 3(b) and/or 3(c) above, the Corporation will be entitled to seek and obtain any or all of the following remedies against Employee:

(1) **Injunctive Relief .** In the event that Employee breach es , or the Corporation reasonably believes that Employee is about to breach, any of the covenants of paragraphs 3(a), 3(b) and/or 3(c) above, Employee recognize s that the Corporation will suffer immediate and irreparable harm and that money damages alone will not be adequate to compensate the Corporation or its Affiliates. Accordingly, Employee agree s that the Corporation will be entitled to temporary, preliminary and/or permanent injunctive relief enforcing the terms of paragraphs 3(a), 3(b) and/or 3(c) above .

(2) **Damages .** In the event that Employee breaches any of the covenants of paragraphs 3(a), 3(b) and/or 3(c) above, Employee agrees that the Corporation will be entitled to compensatory damages in an amount necessary to compensate the Corporation for any harm that is not adequately redressed or prevented by injunctive relief.

(3) **Forfeiture and Repayment.** In the event Employee breaches any of the covenants of paragraphs 3(a), 3(b) and/or 3(c) above, Employee agrees and understands that the Corporation may require Employee to repay certain awards that have been granted under the Plan, as is more fully set forth in paragraph 4 below.

(ii) **Governing Law .** The restrictions set forth in paragraphs 3(a), 3(b) and/or 3(c) will be governed by, construed, interpreted, and their validity determined, under the law of the State of Delaware.

4. **Forfeiture and Repayment Provisions.**

(a) **Termination of Employment.** Except as provided in this paragraph 4(a) and in paragraph 5 below or as otherwise may be determined by the Board, if the Employee ceases to be an Employee of the Corporation or any of its Affiliates (as defined in the Plan) for any reason prior to the completion of the Performance Period, all Performance Units shall upon such termination of employment be forfeited and returned to the Corporation. Except as otherwise specifically determined by the Human Resources Committee in its absolute discretion on a case by case basis, if twelve or more months have passed since the Commencement Date and (i) the Employee is terminated by the Corporation or any of its Affiliates for any reason prior to the completion of the Performance Period (other than for Cause, as defined below, or for failure to meet performance expectations, as determined by the Chief Executive Officer of the Corporation), or (ii) the Employee ceases to be an employee of the Corporation or any of its Affiliates by reason of death or total or partial disability prior to the completion of the Performance Period, or (iii) the Employee ceases to be an employee of the Corporation or any of its Affiliates by reason of normal or early retirement, then full ownership of the earned Performance Units will occur to the extent not previously earned at the end of the Performance Period, in each case on a pro rata basis, calculated based on the percentage of time such Employee was employed by the Corporation or any of its Affiliates from the beginning of the Performance Period through the date the Employee ceases to be an employee of the Corporation or any of its Affiliates; provided in every case, that Employee, upon request of the Corporation, shall execute a Separation Agreement and Release in connection with termination of his or her employment, such agreement to be in form and substance satisfactory to the Corporation in its absolute discretion. As used herein, the term "Cause" means (1) the conviction of a participant for committing a felony under federal law or the law of the state in which such action occurred, (2) dishonesty in the course of fulfilling a participant's employment duties or (3)

willful and deliberate failure on the part of a participant to perform his employment duties in any mate rial respect, or such other events as will be determined by the Commit tee. The Com mittee will have the sole discretion to determine whether "Cause" exists, and its determination will be final .

Notwithstanding anything to the contrary herein, no vesting or ownership of Performance Units shall occur following termination of employment for any reason unless Employee, upon request of the Corporation, shall execute a Separation Agreement and Release in connection with such termination of employment, such agreement to be in form and substance satisfactory to the Corporation in its absolute discretion.

(b) **Violations of Paragraph 3(a), 3(b) and/or 3(c) .**

(i) In addition to any other remedy, at law or in equity, all Performance Units subject to the restrictions imposed by paragraph 2 above shall be forfeited and returned to the Corporation, if Employee engages in any conduct agreed to be avoided pursuant to the provisions of paragraph 3(a), 3(b) and/or 3(c) at any time within eighteen (18) months following the date of Employee's termination of employment with the Corporation or any of its Affiliates.

(ii) In addition to any other remedy, at law or in equity, if, at any time within eighteen (18) months following the date of Employee's termination of employment with the Corporation or any of its Affiliates, Employee engages in any conduct agreed to be avoided pursuant to the provisions of paragraph 3(a), 3(b) and/or 3(c), then all payments (without regard to tax effects) received directly or indirectly by Employee with respect to all Performance Units which are earned during the two (2) year period prior to Employee's termination from employment shall be returned by Employee to the Corporation. Employee consents to the deduction from any amounts the Corporation or any of its Affiliates owes to Employee to the extent of the amounts Employee owes the Corporation hereunder.

(c) **Misconduct .** Unless a Change of Control shall have occurred after the date hereof:

(i) A ll payments (without regard to tax effects) received directly or indirectly by Employee with respect to the Performance Units shall be returned by Employee to the Corporation, if the Corporation reasonably determines that during Employee's employment with the Corporation or any of its Affiliates:

(1) Employee knowingly participated in misconduct that causes a misstatement of the financial statements of Viad or any of its Affiliates or misconduct which represents a material violation of any code of ethics of the Corporation applicable to Employee or of the Always Honest compliance program or similar program of the Corporation; or

(2) Employee was aware of and failed to report, as required by any code of ethics of the Corporation applicable to Employee or by the Always Honest compliance program or similar program of the Corporation, misconduct that causes a misstatement of the financial statements of Viad or any of its Affiliates or misconduct which represents a material knowing violation of any code of ethics of the Corporation applicable to Employee or of the Always Honest compliance program or similar program of the Corporation.

(ii) Employee consents to the deduction from any amounts the Corporation or any of its Affiliates owes to Employee to the extent of the amounts Employee owes the Corporation under this paragraph 4(c).

(d) **Acts Contrary to Corporation .** Unless a Change of Control shall have occurred after the date hereof, if the Corporation reasonably determines that at any time within two (2) years after the lapse of the Performance Period Employee has acted significantly contrary to the best interests of the Corporation, including, but not limited to, any direct or indirect intentional disparagement of the Corporation, then all payments (without regard to tax effects) received directly or indirectly by Employee with respect to Performance Units during the two (2) year period prior to the Corporation's determination shall be paid by Employee to the Corporation. Employee consents to the deduction from any amounts the Corporation or any of its Affiliates owes to Employee to the extent of the amounts Employee owes the Corporation under this paragraph 4(d).

(e) The Corporation's reasonable determination required under Sections 4(c)(i) and 4(d) shall be made by the Human Resources Committee of the Corporation's Board of Directors, in the case of executive officers of the Corporation, and by the Chief Executive Officer and Corporate Compliance Officer of the Corporation, in the case of all other officers and employees.

5. **Effect of Change in Control.** In the event of a Change in Control (as defined in the Plan), all Performance Units shall be paid as if each of the predefined targets for such Performance Units was achieved at the 100% level, with such payment prorated for the period of time from the grant date of such Performance Units to the date of the Change of Control.

6. **Plan and Plan Interpretations as Controlling.** The Performance Units hereby awarded and the terms and conditions herein set forth are subject in all respects to the terms and conditions of the Plan, which are controlling. The Plan provides that the Human Resources Committee of the Corporation's Board of Directors may from time to time make changes therein, interpret it and establish regulations for the administration thereof. The Employee, by acceptance of this Agreement, agrees to be bound by said Plan and such Committee actions.

7. **Provisions Applicable to Earned Units Payable in the Form of Shares.**

(a) To the extent permissible under applicable tax, securities and other laws, the Corporation will permit the Employee to satisfy a tax withholding requirement with respect to earned Shares by directing the Corporation to apply Shares to which the Employee is entitled as a result of any earned Units that are payable in the form of Shares, in such manner as the Corporation shall choose in its discretion to satisfy such requirement.

(b) Notwithstanding anything to the contrary, for Executive Officers of the Corporation only, any earned Units payable in the form of Shares may not be sold, assigned, transferred, pledged or otherwise encumbered by the Employee, and the Corporation may hold such Shares, net of any tax withholding requirement, to the extent the Executive Officer is not in compliance with the stock ownership requirements of the Corporation, for such period of time as the Executive Officer is not in compliance with such stock ownership requirements (Holding Period). The Holding Period shall lapse if the Executive Officer ceases to be an employee of the Corporation or any of its Affiliates for any reason.

8. **Compliance with or exemption from Code Section 409A.** Notwithstanding any other term of this Plan to the contrary, the Plan is intended to satisfy or otherwise be exempt from the requirements of Section 409A. To the extent that any payment pursuant to this Plan is or becomes subject to Section 409A of the Internal Revenue Code it shall be paid in accordance with the requirements of Section 409A and no deferral or acceleration of payment inconsistent with Section 409A shall be permitted. Any payment subject to Section 409A due to a separation from service shall be delayed for a six month period if payable to a "Key Employee" (as defined below). Payments made upon lapse of a substantial risk of forfeiture herein shall be made within the two and one-half month period following the taxable year of the Corporation in which the amount was no longer subject to a substantial risk of forfeiture and an Employee shall have no ability to designate the taxable year of payment. Payments made due to a Change in Control shall be made within 30 days of the Change in Control and the Employee shall have no discretion to designate the taxable year of receipt. To the extent that any provision of this Plan fails to satisfy the requirements of, or be exempt from Section 409A, the provision shall be automatically modified in a manner that, in the good faith opinion of the Corporation, brings the provision into compliance with Section 409A while preserving as closely as possible the original intent of the Plan. "Key Employee" means an Executive considered a key employee for the 12-month period commencing on April 1st of the year following the 12-month period ending on December 31st of the preceding year during which the Executive met the requirements of Internal Revenue Code Section 416 as applied under Section 409A

IN WITNESS WHEREOF, the parties have caused this Performance Unit Plan Agreement to be duly executed.

VIAD CORP

Date: _____, 20__

By: _____

Title: _____

ATTEST:
Assistant Secretary

This Performance Unit Plan Agreement shall be effective only upon execution by Employee and delivery to and receipt by the Corporation.

ACCEPTED:

Employee

Exhibit 10.B

AMENDMENT

TO THE VIAD CORP PERFORMANCE UNIT INCENTIVE PLAN,

AS AMENDED FEBRUARY 27, 2013

Pursuant to the 2007 Viad Corp Omnibus Incentive Plan

This Amendment ("Amendment") to the Viad Corp Performance Unit Incentive Plan, as amended February 27, 2013 (the "Plan"), pursuant to the 2007 Viad Corp Omnibus Incentive Plan, is hereby effective as of February 24, 2016, to provide that awards earned under the Plan may be payable in the form of cash or in shares of Common Stock of Viad Corp (or in a combination thereof), in accordance with Section 9.4 of the 2007 Viad Corp Omnibus Incentive Plan:

1. Section I of the Plan is amended by deleting the word "cash" from the first and only sentence therein.

2. Section III of the Plan is amended by renumbering the existing clause (vi) of the second sentence therein to clause (vii) and inserting the following new clause (vi) immediately prior thereto:

(vi) determine the extent to which Awards earned under the Plan will be payable in the form of cash or in Shares (or in a combination thereof), in accordance with Section 9.4 of the 2007 Viad Corp Omnibus Incentive Plan;

3. Section IV of the Plan is amended by deleting the word "other" from the first sentence therein.

4. The introductory clause of the second sentence of Subsection (a) of Section XIII of the Plan is amended and restated in its entirety to read as follows:

Any Award payable in the form of cash that is determined to be payable by the Committee shall be subject to the following calculation:

5. Except as amended hereby, the Plan and all terms and conditions therein, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Viad Corp Performance Unit Incentive Plan has been executed and adopted this 24th day of February, 2016.

By: /s/ Deborah J. DePaoli

Title: General Counsel and Secretary

VIAD NEWS

FOR IMMEDIATE RELEASE

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Viad Amends Credit Facility

Improved Terms Provide Greater Flexibility

PHOENIX, March 1, 2016 – Viad Corp (NYSE:VVI) announced today that it has amended its credit agreement to provide the Company with increased financial flexibility to pursue its strategic growth plan and enhance shareholder value. The Amendment includes the following revisions:

- Unlimited acquisitions provided the pro forma Leverage Ratio does not exceed 3.00x (previously limited to 2.25x effective January 1, 2016)
- Unlimited return of capital provided the pro forma Leverage Ratio does not exceed 2.50x (previously limited to 2.00x and subject to a minimum liquidity requirement); otherwise limited to $20 million in any calendar year
- Maximum Leverage Ratio overall increased to 3.50x (previously limited to 2.75x effective January 1, 2016)
- New provision for unlimited unsecured indebtedness provided the pro forma Leverage Ratio does not exceed 3.00x; otherwise limited to 10% of Consolidated Net Worth

Steve Moster, president and chief executive officer of Viad, stated, "This amendment to our credit facility, together with our strong balance sheet and liquidity position, gives us additional firepower as we continue to pursue acquisitions that advance our strategic goals. It also provides greater flexibility as we strive to maximize shareholder value through a balanced approach to capital allocation that includes both acquisitions and the return of capital."

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About Viad

Viad generates revenue and shareholder value through two distinct business groups: the Marketing & Events Group (GES) and the Travel & Recreation Group (T&R). GES is a global, full-service live events company offering a comprehensive range of services to the world's leading brands and event organizers. T&R is a collection of iconic destination travel brands that showcase the best of Banff and Jasper National Parks, Glacier National Park, and Denali National Park. Viad is an S&P SmallCap 600 company. For more information, visit the company's Web site at www.viad.com .

Forward-Looking Statements

As provided by the safe harbor provision under the Private Securities Litigation Reform Act of 1995, Viad cautions readers that, in addition to historical information contained herein, this press release includes certain information, assumptions and discussions that may constitute forward-looking statements. These forward-looking statements are not historical facts, but reflect current estimates, projections, expectations, or trends concerning future growth, operating cash flows, availability of short-term borrowings, consumer demand, new or renewal business, investment policies, productivity improvements, ongoing cost reduction efforts, efficiency, competitiveness, legal expenses, tax rates and other tax matters, foreign exchange rates, and the realization of restructuring cost savings. Actual results could differ materially from those discussed in the forward-looking statements. Viad's businesses can be affected by a host of risks and uncertainties. Among other things, natural disasters, gains and losses of customers, consumer demand patterns, labor relations, purchasing decisions related to customer demand for exhibition and event services, existing and new competition, industry alliances, consolidation and growth patterns within the industries in which Viad competes, acquisitions, capital allocations, adverse developments in liabilities associated with discontinued operations and any deterioration in the economy, may individually or in combination impact future results. In addition to factors mentioned elsewhere, economic, competitive, governmental, technological, capital marketplace and other factors, including terrorist activities or war, a pandemic health crisis and international conditions, could affect the forward-looking statements in this press release. Additional information concerning business and other risk factors that could cause actual results to materially differ from those in the forward-looking statements can be found in Viad's annual and quarterly reports filed with the Securities and Exchange Commission.

Information about Viad Corp obtained from sources other than the company may be out-of-date or incorrect. Please rely only on company press releases, SEC filings and other information provided by the company, keeping in mind that forward-looking statements speak only as of the date made. Viad undertakes no obligation to update any forward-looking statements, including prior forward-looking statements, to reflect events or circumstances arising after the date as of which the forward-looking statements were made.

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