
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):

November 14, 2013

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)

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

1850 N. Central Avenue, Suite 1900, Phoenix,
Arizona

85004-4565

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(602) 207-1000

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 November 14, 2013, Viad Corp (the "Company") executed an amendment (the "Amendment") to the Company's \$130,000,000 Amended and Restated Credit Agreement, dated as of May 18, 2011 (the "Credit Agreement"), effective as of November 14, 2013, to remove the liquidity covenant that required the Company to maintain at all times not less than \$50 million of unrestricted cash and cash equivalent investments, as that term is defined in the Credit Agreement. With the Amendment, the Credit Agreement no longer requires any minimum amount of unrestricted cash and cash equivalent investments. A copy of the Amendment is attached hereto as Exhibit 4 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

4 – Amendment No. 2, effective November 14, 2013, to the \$130,000,000 Amended and Restated Credit Agreement, dated as of May 18, 2011, by and among Viad Corp, JPMorgan Chase Bank, N.A., as administrative agent, and the lender parties thereto.

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 hereunto duly authorized.

November 15, 2013

Viad Corp

By: /s/ G. Michael Latta

Name: G. Michael Latta

Title: Chief Accounting Officer - Controller

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
4	Amendment No. 2, effective November 14, 2013, to the \$130,000,000 Amended and Restated Credit Agreement, dated as of May 18, 2011, by and among Viad Corp, JPMorgan Chase Bank, N.A., as administrative agent, and the lender parties thereto.

EXECUTION VERSION

AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT

This Amendment No. 2 to Amended and Restated Credit Agreement (this “Amendment”) is entered into as of November 14, 2013 by and among Viad Corp, a Delaware corporation (the “Borrower”), JPMorgan Chase Bank, National Association, as Lender, as LC Issuer, as Swing Line Lender and as administrative agent (the “Administrative Agent”), and the undersigned Lenders.

RECITALS

A. The Borrower, the Administrative Agent and the Lenders are party to that certain Amended and Restated Credit Agreement dated as of May 18, 2011 (as previously 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, the LC Issuer, the Swing Line Lender and 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) The definition of “Liquidity” in Article I of the Credit Agreement is deleted in its entirety; and
- (b) Section 6.23.3 of the Credit Agreement is deleted in its entirety.

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 (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) 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”) of (a) the execution and delivery of (i) this Amendment by the Borrower and the Required Lenders (without regard to whether it has been executed by all the Lenders) and (ii) the Guarantor’s Acknowledgment attached hereto as Exhibit A by Guarantor and (b) the payment by the Borrower to the Administrative Agent for the account of each Lender executing this Amendment of an amendment fee equal to \$5,000 per Lender.

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. 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

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,

as Administrative Agent and a Lender

By: /s/ Gregory T. Martin
Name: Gregory T. Martin
Its: Vice President

BANK OF AMERICA, N.A.

By: /s/ David R. Barney
Name: David R. Barney
Its: Senior Vice President

KEYBANK NATIONAL ASSOCIATION

By: /s/ James A. Gelle
Name: James A. Gelle

Its: Vice President

U.S. Bank, N.A.

By: /s/ Michael P. Dickman
Name: Michael P. Dickman
Its: Vice President

WELLS FARGO BANK, N.A.

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

EXHIBIT A
GUARANTOR'S ACKNOWLEDGMENT OF
AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT

The Guarantor hereby acknowledges the terms and conditions of Amendment No. 2 to Amended and Restated Credit Agreement entered into as of the date hereof 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 May 18, 2011, as amended and entered into by and among the Borrower, the Administrative Agent and the Lenders.

November 14, 2013

GLOBAL EXPERIENCE SPECIALISTS, INC.

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

CHI:2788900.3