

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

December 6, 2017  
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 1900, Phoenix, Arizona**  
(Address of principal executive offices)

**85004-4565**  
(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 ( *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))

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.**

Effective December 6, 2017, Brewster Inc., Viad Corp's wholly owned subsidiary, executed the First Amendment to Credit Agreement and Reaffirmation of Guaranties (the "First Amendment") to its \$38,000,000 revolving credit facility, dated as of December 28, 2016, with BMO Harris Bank N.A. (the "Credit Facility"). BMO Harris Bank N.A. is a lender under Viad's existing \$300,000,000 credit facility, (the "Viad Credit Facility").

The First Amendment extends the Credit Facility's termination date to December 28, 2018, and reduces the amount available under the Credit Facility to \$20,000,000.

Other than in respect of the Credit Facility, the Viad Credit Facility, and an existing commercial banking relationship, Viad and its affiliates do not have any material relationships with BMO Harris Bank N.A. This description of the Amendment is qualified by reference to the full text of the Amendment, a copy of which is attached as Exhibit 4.1 and is incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

4.1 [Copy of First Amendment to Credit Agreement and Reaffirmation of Guaranties dated as of December 6, 2017.](#)

**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)

December 14, 2017

By: /s/ Ellen M. Ingersoll  
Ellen M. Ingersoll  
Chief Financial Officer

**FIRST AMENDMENT TO CREDIT AGREEMENT  
AND REAFFIRMATION OF GUARANTIES**

FIRST AMENDMENT TO CREDIT AGREEMENT AND REAFFIRMATION OF GUARANTIES (this “First Amendment”) dated as of December 6, 2017, among Brewster Inc., an Alberta corporation (the “Borrower”), each Guarantor signatory hereto, and BMO Harris Bank N.A., a national banking association (the “Bank”).

the Borrower and the Bank are party to that certain Credit Agreement dated as of December 28, 2016 (as in effect immediately prior to the effectiveness of this First Amendment, the “Existing Credit Agreement”, and as amended by this First Amendment and as may be further amended, supplemented or otherwise modified and in effect from time to time, the “Amended Credit Agreement”).

each of the Guarantors are party to a Guaranty pursuant to which the Guarantors guaranteed the payment and performance of the Obligations.

the Borrower requests that the Bank amend the Existing Credit Agreement, and upon and subject to the terms and conditions set forth in this First Amendment, the Bank is willing to so amend the Existing Credit Agreement.

in connection with such amendment, the Bank requests that the Guarantors reaffirm the Guaranties, and the Guarantors are willing to do so.

these recitals shall be construed as part of this First Amendment.

∃, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows :

**Section 1. Definitions.** Except as otherwise defined in this First Amendment, terms defined in the Amended Credit Agreement are used herein as defined therein.

**Section 2. Amendments to the Existing Credit Agreement.** The Bank and the Borrower hereby agree that from and after the First Amendment Effective Date, the Existing Credit Agreement shall be amended as follows:

2.01. References Generally. References in the Existing Credit Agreement (including references to the Existing Credit Agreement as amended hereby) to “this Agreement” (and indirect references such as “hereunder”, “hereby”, “herein” and “hereof”) and each reference to the Existing Credit Agreement in the other Loan Documents (and indirect references such as “thereunder”, “thereby”, “therein” and “thereof”) shall be deemed to be references to the Existing Credit Agreement as amended hereby.

2.02. Amendments. The Bank and the Borrower hereby agree that Section 1.1 of

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the Existing Credit Agreement is amended by deleting the definitions of “Commitment” and “Commitment Termination Date” and replacing them with the following:

“**Commitment**” means the obligation of Bank to make Loans and to issue Letters of Credit hereunder in an aggregate principal or face amount at any one time outstanding not to exceed \$20,000,000.

“**Commitment Termination Date**” means December 28, 2018, or such earlier date on which the Commitment is terminated in whole pursuant to Section 2.12, 8.2 or 8.3.

**Section 3. Representations and Warranties of the Borrower.** The Borrower represents and warrants to the Bank that as of the First Amendment Effective Date:

3.01. each of the representations and warranties set forth in the Amended Credit Agreement and in the other Loan Documents are true and correct in all respects (or in all material respects for such representations and warranties that are not by their terms already qualified as to materiality) as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all respects (or in all material respects for such representations and warranties that are not by their terms already qualified as to materiality) as of such earlier date;

3.02. both immediately before and after giving effect to this First Amendment and the transactions contemplated hereby, no Default or Event of Default shall have occurred and be continuing, or would result therefrom; and

3.03. each of the conditions in Section 4 hereof has been satisfied or waived by the Bank (other than such conditions to the extent required to be satisfactory to the Bank).

**Section 4. Conditions Precedent.** The amendments to the Existing Credit Agreement set forth in Section 2 above shall become effective as of the date (the “First Amendment Effective Date”), upon which each of the following conditions precedent shall be satisfied or waived:

4.01. Execution. The Bank shall have received counterparts of this First Amendment executed by the Borrower, the Guarantors and the Bank.

4.02. Costs and Expenses. The Borrower shall have paid all costs and expenses of the Bank payable pursuant to Section 9.10 of the Amended Credit Agreement.

**Section 5. Reference to and Effect Upon the Existing Credit Agreement.**

5.01. Except as specifically amended or waived above, the Existing Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed.

5.02. The execution, delivery and effectiveness of this First Amendment shall not operate as a waiver of any right, power or remedy of the Bank under the Existing Credit Agreement or any Loan Document, nor constitute a waiver of any provision of the Existing Credit Agreement or any Loan Document, except as specifically set forth herein.

**Section 6. Reaffirmation.** Each of the Borrower and each Guarantor hereby reaffirms its obligations under each Loan Document to which it is a party and each Guarantor hereby acknowledges and consents to the terms of this First Amendment.

**Section 7. Miscellaneous.** This First Amendment is a Loan Document for all purposes of the Amended Credit Agreement. This First Amendment may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page 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 signature page. Section headings used in this First Amendment are for reference only and shall not affect the construction of this First Amendment.

**Section 8. GOVERNING LAW.** THIS FIRST AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered as of the day and year first above written.

**BREWSTER INC.,** as Borrower

By: /s/ Ellen M. Ingersoll

Name: Ellen M. Ingersoll

Title: Vice President

By: /s/ Elyse A. Newman

Name: Elyse A. Newman

Title: Treasurer

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[Signature page to First Amendment]

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**BREWSTER TRAVEL CANADA INC.,** as a  
Guarantor

By: /s/ Ellen M. Ingersoll \_\_\_\_\_  
Name: Ellen M. Ingersoll  
Title: Vice President

By: /s/ Elyse A. Newman \_\_\_\_\_  
Name: Elyse A. Newman  
Title: Treasurer

**VIAD CORP ,** as a Guarantor

By: /s/ Ellen M. Ingersoll \_\_\_\_\_  
Name: Ellen M. Ingersoll  
Title: Vice President

By: /s/ Elyse A. Newman \_\_\_\_\_  
Name: Elyse A. Newman  
Title: Treasurer

**GLOBAL EXPERIENCE SPECIALISTS,  
INC. ,** as a Guarantor

By: /s/ Ellen M. Ingersoll \_\_\_\_\_  
Name: Ellen M. Ingersoll  
Title: Vice President

By: /s/ Elyse A. Newman \_\_\_\_\_  
Name: Elyse A. Newman  
Title: Treasurer

[Signature page to First Amendment]

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**GES EVENT INTELLIGENCE SERVICES  
INC. , as a Guarantor**

By: /s/ Ellen M. Ingersoll

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Name: Ellen M. Ingersoll

Title: Vice President

By: /s/ Elyse A. Newman

\_\_\_\_\_  
Name: Elyse A. Newman

Title: Treasurer

**CATC ALASKA TOURISM  
CORPORATION , as a Guarantor**

By: /s/ Ellen M. Ingersoll

\_\_\_\_\_  
Name: Ellen M. Ingersoll

Title: Vice President

By: /s/ Elyse A. Newman

\_\_\_\_\_  
Name: Elyse A. Newman

Title: Treasurer

**ON SERVICES – AV SPECIALISTS, INC. ,  
as a Guarantor**

By: /s/ Ellen M. Ingersoll

\_\_\_\_\_  
Name: Ellen M. Ingersoll

Title: Vice President

By: /s/ Elyse A. Newman

\_\_\_\_\_  
Name: Elyse A. Newman

Title: Treasurer

[Signature page to First Amendment]

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**BMO HARRIS BANK N.A., as Bank**

By: /s/ Brian Harbin

Name: Brian Harbin

Title: Director

[Signature page to First Amendment]