
**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: October 3, 2008
(Date of earliest event reported)

EYE CARE CENTERS OF AMERICA, INC.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

33-70572
(Commission
File Number)

74-2337775
(IRS Employer
Identification No.)

11103 West Avenue
San Antonio, Texas 78213-1392
(Address of principal executive offices, including zip code)

(210) 340-3531
(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 (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 1.01 Entry into a Material Definitive Agreement.

On October 3, 2008, Eye Care Centers of America, Inc. (“ECCA”), a wholly owned subsidiary of HVHC Inc. (“HVHC”), which is a wholly owned subsidiary of Highmark Inc., entered into a Third Amendment and Consent (the “Third Amendment and Consent”) to that certain Credit Agreement, dated March 1, 2005 (the “Credit Agreement”), among ECCA, ECCA HOLDINGS CORPORATION, the several banks and other financial institutions or entities from time to time parties thereto, BANK OF AMERICA, N.A. and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as co-syndication agents and JPMORGAN CHASE BANK, N.A., as administrative agent. The Third Amendment and Consent provides for an increase in the annual capital expenditures limit under the Credit Agreement from \$22 million to \$28 million in consideration for (i) a \$20 million prepayment of principal due under the loan terms made under the Credit Agreement and (ii) an amendment fee of 10 basis points. The Third Amendment and Consent further provides that all capital contributions made by HVHC or its affiliates to ECCA for the purposes of funding capital expenditures shall be excluded from the annual capital expenditure limit set forth in the Credit Agreement. The Third Amendment and Consent is attached as Exhibit 10.1 to this Current Report on Form 8-K.

The above description of the Third Amendment and Consent and the annual expenditures limit increase is not a complete statement of the parties’ rights and obligations with respect to such transactions. The above statements are qualified in their entirety by reference to the Credit Agreement filed with ECCA’s Registration Statement on Form S-4 (File No. 333-56551), as filed on May 3, 2005, and to the Third Amendment and Consent executed in connection with the annual capital expenditures limit increase, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.1.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

See Item 1.01 above for a description of the Third Amendment and Consent.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 **THIRD AMENDMENT AND CONSENT**, dated as of October 3, 2008, to the Credit Agreement, dated as of March 1, 2005, among EYE CARE CENTERS OF AMERICA, INC., a Texas corporation, ECCA HOLDINGS CORPORATION, a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto, BANK OF AMERICA, N.A. and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as co-syndication agents, and JPMORGAN CHASE BANK, N.A., as administrative agent.

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.

Eye Care Centers of America, Inc.

Dated: October 3, 2008

By: /s/ Jennifer Kelley
Executive Vice President and Chief Financial
Officer

THIRD AMENDMENT AND CONSENT

THIRD AMENDMENT AND CONSENT, dated as of October 3, 2008 (this "Amendment"), to the Credit Agreement, dated as of March 1, 2005 (the "Credit Agreement"), among EYE CARE CENTERS OF AMERICA, INC., a Texas corporation (as successor to LFS-MERGER SUB, INC., a Texas corporation) (the "Borrower"), ECCA HOLDINGS CORPORATION, a Delaware corporation ("Holdings"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), BANK OF AMERICA, N.A. and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as co-syndication agents (in such capacity, the "Co-Syndication Agents"), and JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent").

WITNESSETH:

WHEREAS, Holdings, the Borrower, the Lenders, the Co-Syndication Agents and the Administrative Agent are parties to the Credit Agreement;

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent agree to amend the Credit Agreement in the manner set forth herein, and the Lenders parties hereto and the Administrative Agent are willing to do subject to the conditions set forth herein; and

WHEREAS, the Lenders parties hereto have agreed to such requests, but only upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. Terms defined in the Credit Agreement are used herein with the respective meanings given to them therein.

2. Amendment to Section 1.1. Section 1.1 of the Credit Agreement is hereby amended by restating in its entirety clause (b)(ii) of the definition of "Excess Cash Flow" as follows:

the aggregate amount actually paid by the Borrower and its Subsidiaries in cash during such fiscal year on account of Capital Expenditures (excluding the principal amount of Indebtedness incurred in connection with such expenditures, the proceeds of any issuance by the Borrower of Capital Stock or any equity contribution financing such expenditures and any such expenditures financed with the proceeds of (a) any Reinvestment Deferred Amount or (b) any Retained Excess Cash Flow),

3. Amendment to Section 7.7. Section 7.7 of the Credit Agreement is hereby amended by deleting the word "and" at the end of clause (B) thereof and inserting in lieu thereof a comma and by deleting clause (C) thereof in its entirety and inserting in lieu of thereof the following clauses (C) and (D):

"(C) \$22,000,000, for the fiscal year of the Borrower ending on

December 31, 2007 and (D) \$28,000,000 plus any capital contribution to the Borrower by, and proceeds of any issuance of Capital Stock by the Borrower to, HVHC and its Affiliates for the purpose of funding Capital Expenditures, for the fiscal year of the Borrower ending on December 31, 2008 and each fiscal year thereafter.

4. Conditions to Effectiveness. This Amendment shall become effective as of and on the date (such date, the “Third Amendment Effective Date”) on which the following shall have occurred:

(a) the Administrative Agent shall have received counterparts hereof duly executed by Holdings, the Borrower, the Administrative Agent and the Required Lenders;

(b) the Borrower shall have made a prepayment of the Term Loans in the amount of \$20,000,000 under Section 2.10 of the Credit Agreement; and

(c) the Borrower shall have paid to the Administrative Agent, for the account of each Lender that executed and delivered the Amendment by 5:00p.m. (New York City time) on October 2, 2008, an amendment fee of [0.10%] of the sum of the outstanding Term Loans of such Lender and its Revolving Commitment as determined by the Administrative Agent, payable and computed on the Third Amendment Effective Date.

5. Representations and Warranties; No Default. Each of Holdings and the Borrower hereby confirms that after giving effect to this Amendment each of the representations and warranties set forth in the Loan Documents is true and correct in all material respects (except those representations and warranties that specifically refer to an earlier date, which representations and warranties shall be true and correct in all material respects as of such earlier date). Each of Holdings and the Borrower represents and warrants that, after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

6. Expenses. The Borrower agrees (a) to pay all fees agreed between the Administrative Agent and the Borrower with respect to this Amendment and (b) to reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the preparation and delivery of this Amendment, including, without limitation, the reasonable fees, charges and disbursements of counsel to the Administrative Agent.

7. No Change. Except as expressly provided herein, no term or provision of the Credit Agreement shall be amended, modified, supplemented or waived, and each term and provision of the Credit Agreement shall remain in full force and effect.

8. Counterparts. This Amendment may be executed by the parties hereto in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9. Governing Law. This Amendment and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

EYE CARE CENTERS OF AMERICA, INC.

By: _____
Name:
Title:

ECCA HOLDINGS CORPORATION

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Name:
Title:

Signature page to the Third Amendment and Consent

SIGNATURE PAGE TO THE THIRD
AMENDMENT AND CONSENT, DATED AS OF
OCTOBER 3, 2008 TO THE CREDIT
AGREEMENT, DATED AS OF MARCH 1, 2005,
AMONG EYE CARE CENTERS OF AMERICA,
INC., ECCA HOLDINGS CORPORATION, THE
LENDERS FROM TIME TO TIME PARTIES
THERE TO, JPMORGAN CHASE BANK, N.A., AS
ADMINISTRATIVE AGENT AND THE OTHER
AGENTS PARTIES THERETO.

[NAME OF INSTITUTION]

By: _____
Name:
Title:

Signature page to the Third Amendment and Consent