
**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 31, 2008
Date of Report (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)

333-56551
(Commission File Number)

74-2337775
(IRS Employer Identification No.)

11103 West Avenue
San Antonio, TX
(Address of principal executive offices)

78213-1392
(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 December 31, 2008, Visionary Retail Management, Inc. (“VRM”), a subsidiary of Eye Care Centers of America, Inc. (“ECCA”), entered into both Amendment No. 3 to Retail Business Management Agreement (the “Retail Amendment”) and Amendment No. 3 to Professional Business Management Agreement (the “Professional Amendment”) with Dr. Mark Lynn & Associates, PLLC (the “Practice”), such amendments to be effective between the parties as of January 1, 2008.

The Practice owns, and VRM provides management services, with respect to the optical retail store and the professional eye examination practice at 24 locations. VRM provides such management services and receives management fees under the long term management agreements that were amended by the Retail Amendment and the Professional Amendment. VRM entered into the Retail Amendment in order to document VRM and the Practice’s previous agreements with respect to certain additional management fees relating to the optical retail stores for the periods ending on or prior to December 31, 2007 and to amend the calculation of the management fee for periods from and after January 1, 2008. VRM entered into the Professional Amendment to amend the calculation of the management fee relating to the professional eye examination practice from and after January 1, 2008.

The foregoing descriptions of the Retail Amendment and the Professional Amendment are qualified in their entirety by references to the provisions of the Retail Amendment and the Professional Amendment attached to this Current Report on Form 8-K as Exhibits 10.1 and 10.2, respectively.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Amendment No. 3 to Retail Business Management Agreement *

10.2 Amendment No. 3 to Professional Business Management Agreement *

* Portions of this Exhibit have been omitted pursuant to an application for an order declaring confidential treatment filed with the Securities and Exchange Commission.

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.

Date: January 7, 2009

By: /s/ David L. Holmberg
David L. Holmberg
Chief Executive Officer

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 3 to Retail Business Management Agreement
10.2	Amendment No. 3 to Professional Business Management Agreement

AMENDMENT NO. 3 TO RETAIL BUSINESS MANAGEMENT AGREEMENT

This Amendment No. 3 to Retail Business Management Agreement (this "Amendment") is entered into effective as of January 1, 2008 (the "Effective Date") by and between Visionary Retail Management, Inc., a Delaware corporation ("Retail Business Manager") and successor by merger to Visionary MSO, Inc., and Dr. Mark Lynn & Associates, PLLC, a Kentucky professional limited liability company (the "Practice").

W I T N E S S E T H:

WHEREAS, Retail Business Manager and the Practice entered into that certain Retail Business Management Agreement, dated October 1, 1998, as amended by each of those certain Amendment No. 1 to Retail Business Management Agreement, dated June 1, 1999 and dated August 1, 2000, respectively (as amended, the "Retail Business Management Agreement"), whereby Retail Business Manager provides certain management services to with respect to the dispensary of the Practice;

WHEREAS, Visionary MSO, Inc. (predecessor to the Retail Business Manager) and the Practice previously entered into that certain Professional Business Management Agreement, dated June 1, 1999 (as amended, the Professional Business Management Agreement") whereby Retail Business Manager provides certain management services to with respect to the professional examinations of the Practice;

WHEREAS, Retail Business Manager and the Practice desire to document their previous agreements with respect to certain additional Management Fees for the periods ending on or prior to December 31, 2007;

WHEREAS, Retail Business Manager and the Practice desire to amend the Retail Business Management Agreement for the purpose of amending the calculation of the Management Fee for the periods from and after the Effective Date; and

WHEREAS, capitalized terms not otherwise defined herein (including the above capitalized terms) shall have the meaning ascribed to such terms in the Retail Business Management Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, terms, covenants and conditions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Adjustment to Management Fees. The parties acknowledge and agree that with respect to the periods ending on or prior to December 31, 2007, (i) the parties agreed upon certain amendments to the calculation of the Management Fee for each such period whereby the Practice paid to the Retail Business Manager certain agreed upon additional payments, in excess of the amount that would have been due under the calculation in the Retail Management Agreement (without giving effect to such modifications and agreements), and (ii) the aggregate management fees reflected on the financial reports of the Practice previously prepared by the Retail Business Manager and provided to the Practice for inclusion in its tax returns (collectively, the "Adjusted Management Fees") accurately and completely reflect the Management Fee owed under the Retail Management Agreement (after giving effect to the mutual agreement for the additional management fees), and the amounts otherwise owed by the Practice to the Retail Business Manager under the Professional Business Management Agreement and (iii) the Retail Business

Manager is not owed any further management fees with respect to such periods and the Practice has no claims and hereby waives any rights with respect to the Adjusted Management Fees paid to the Retail Business Manager. For the purposes of the Retail Business Management Agreement, the term "Management Fee" shall be deemed to include the Adjusted Management Fees.

2. Amendment to Section 5.1. Section 5.1 of the Retail Business Management Agreement shall be amended in its entirety to read as follows:

"5.1 Base Management Fee. The Practice and Retail Business Manager agree to the compensation set forth herein as being paid to the Retail Business Manager in consideration of a substantial commitment made by Retail Business Manager hereunder and that such fees are fair and reasonable. Each month, the Retail Business Manager shall be paid the amounts set forth in Exhibit 5.1."

3. Amendment to Section 5.2. Section 5.2 of the Retail Business Management Agreement shall be deleted and replaced in its entirety as follows:

"5.2 Supplemental Management Fee. In consideration of the improved efficiencies expected to be effected by Retail Business Manager, as an incentive to Retail Business Manager to effect those efficiencies, and as additional compensation for the services provided by Retail Business Manager, Retail Business Manager shall be paid each month, during the Term of this Retail Business Management Agreement, a supplemental management fee equal to the percentage of the Adjusted Net Revenue on Exhibit 5.2 attached hereto. For purposes of this Exhibit 5.2, Adjusted Net Revenue shall be calculated as the amount remaining after subtracting from Adjusted Gross Revenue (i) Dispensary Expenses, (ii) Office Expenses, (iii) Practice Expenses, (iv) any payment for services or products made in whole or in part under a Federal Health Care Program, and (v) the following Shareholder Expenses: (A) Shareholder's salary and Bonus with respect to such period as set forth in the President's Employment Agreement, not to exceed Two Hundred Forty-Five Thousand And No/100 Dollars (\$245,000.00), in the aggregate, on an annualized basis; (B) payroll taxes related to Shareholder's salary and the Bonus; (C) other Shareholder Expenses not to exceed Five Thousand And No/100 Dollars (\$5,000) unless otherwise agreed to by the Retail Business Manager and (D) any payment received by the Practice for services or products made in whole or in part under a Federal Health Care Program. The term "Federal Health Care Program" shall mean and include a federal health care program, as such term is defined in Section 1128B(f) of the Social Security Act, as amended, including but not limited to, payments made to the Practice under Medicare and Medicaid."

4. Amendment to Exhibit 5.1. Exhibit 5.1 of the Retail Business Management Agreement shall be amended in its entirety to read as attached hereto.

5. Amendment to Exhibit 5.2. Exhibit 5.2 of the Retail Business Management Agreement shall be amended in its entirety to read as attached hereto.

6. Shareholder Expenses. The Practice and the Retail Business Manager agree that, in addition to the Shareholder Expenses included in the calculation of Adjusted Net Revenue under Section 5.2 of the Retail Business Manager Agreement, the Practice may make quarterly cash distributions to the Shareholder, estimated to be approximately \$2,000,000 in the aggregate per annum based upon current performance of the Practice, out of available cash and to the extent there is shareholder's equity in the Practice.

7. Periodic Review of Management Fee. Retail Business Manager and the Practice shall periodically review the business management fees paid pursuant to Sections 5.1 and 5.2 to ensure that such fees are fair and reasonable and Sections 5.1 and 5.2 may be amended upon the mutual agreement of the parties to adjust such management fees on a going forward basis.

8. No Further Modification. Except as hereby amended, the Retail Business Management Agreement shall remain in full force and effect without modification or change, and shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, devisees, assigns, legal representatives, executors and administrators.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Retail Business Manager and the Practice have caused this Amendment to be executed by their authorized officers effective as of the date first above written.

VISIONARY RETAIL MANAGEMENT, INC.,

By: /s/ David L. Holmberg
Name: David L. Holmberg
Title: President

DR. MARK LYNN & ASSOCIATES, PLLC

By: /s/ Mark E. Lynn
Mark E. Lynn, O.D., President

[Redacted pursuant to Confidentiality Request]

[Redacted pursuant to Confidentiality Request]

AMENDMENT NO. 3 TO PROFESSIONAL BUSINESS MANAGEMENT AGREEMENT

This Amendment No. 3 to Professional Business Management Agreement (this "Amendment") is entered into effective as of January 1, 2008 (the "Effective Date") by and between Visionary Retail Management, Inc., a Delaware corporation ("Professional Business Manager") and successor by merger to Visionary MSO, Inc., and Dr. Mark Lynn & Associates, PLLC, a Kentucky professional limited liability company (the "Practice").

WITNESSETH:

WHEREAS, Professional Business Manager and the Practice entered into that certain Professional Business Management Agreement, dated October 1, 1998, as amended by each of those certain Amendment No. 1 to Professional Business Management Agreement, dated June 1, 1999 and dated August 1, 2000, respectively (as amended, the "Professional Business Management Agreement"), whereby Professional Business Manager provides certain management services to the Practice;

WHEREAS, Professional Business Manager and the Practice desire to amend the Professional Business Management Agreement for the purpose of amending the calculation of the Management Fee for the periods from and after the Effective Date; and

WHEREAS, capitalized terms not otherwise defined herein (including the above capitalized terms) shall have the meaning ascribed to such terms in the Professional Business Management Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, terms, covenants and conditions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Amendment to Section 5.1. Section 5.1 of the Professional Business Management Agreement shall be amended in its entirety to read as follows:

"5.1 Base Management Fee. The Practice and Professional Business Manager agree to the compensation set forth herein as being paid to the Professional Business Manager in consideration of a substantial commitment made by Professional Business Manager hereunder and that such fees are fair and reasonable. Each month, the Professional Business Manager shall be paid the amounts set forth in Exhibit 5.1."

2. Amendment to Exhibit 5.1. Exhibit 5.1 of the Professional Business Management Agreement shall be amended in its entirety to read as attached hereto.

3. Periodic Review of Management Fee. Professional Business Manager and the Practice shall periodically review the business management fees paid pursuant to Section 5.1 to ensure that such fees are fair and reasonable and Section 5.1 may be amended upon the mutual agreement of the parties to adjust such management fees on a going forward basis.

4. No further Modification. Except as hereby amended, the Professional Business Management Agreement shall remain in full force and effect without modification or change, and shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, devisees, assigns, legal representatives, executors and administrators.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Professional Business Manager and the Practice have caused this Amendment to be executed by their authorized officers effective as of the date first above written.

VISIONARY RETAIL MANAGEMENT, INC.,

By: /s/ David L. Holmberg
Name: David L. Holmberg
Title: President

DR. MARK LYNN & ASSOCIATES, PLLC

By: /s/ Mark E. Lynn
Mark E. Lynn, O.D., President

BASE MANAGEMENT FEE

[Redacted pursuant to Confidentiality Request]