
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 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): March 31, 2009

Luna Innovations Incorporated

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-52008
(Commission File Number)

54-1560050
(IRS Employer
Identification No.)

1 Riverside Circle, Suite 400
Roanoke, Virginia 24016
(Address of principal executive offices, including zip code)

540-769-8400
(Registrant's telephone number, including area code)

(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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Compensatory Arrangements of Certain Officers.

Amendment of Employment Agreement by and between Luna Innovations Incorporated and Kent A. Murphy

On March 31, 2009, Luna Innovations Incorporated (the “Company”) and Kent A. Murphy, the Company’s principal executive officer, entered into an amendment (the “Murphy Amendment”) to that certain employment agreement by and between such parties originally dated July 14, 2006 (the “Murphy Agreement”). The Murphy Agreement previously provided a fixed term ending on the third anniversary following the date of the Murphy Agreement. Pursuant to the terms of the Murphy Amendment, the Murphy Agreement is amended to establish an initial term ending on June 30, 2010. The Murphy Agreement, as amended by the Murphy Amendment, thereafter automatically renews for successive one-year terms until the Company or Dr. Murphy provides written notice of non-renewal ninety (90) days prior to the date of automatic renewal.

A copy of the Murphy Amendment is attached hereto as Exhibit 10.1 and incorporated by reference herein.

Amendment of Employment Agreement by and between Luna Innovations Incorporated and Dale E. Messick

On March 31, 2009, the Company and Dale E. Messick, the Company’s principal financial officer, entered into an amendment (the “Messick Amendment”) to that certain employment agreement by and between such parties originally dated August 29, 2006 (the “Messick Agreement”). The Messick Agreement previously provided a fixed term ending on the third anniversary following the date of the Messick Agreement. Pursuant to the terms of the Messick Amendment, the Messick Agreement is amended to establish an initial term ending on June 30, 2010. The Messick Agreement, as amended by the Messick Amendment, thereafter automatically renews for successive one-year terms until the Company or Mr. Messick provides written notice of non-renewal ninety (90) days prior to the date of automatic renewal.

A copy of the Messick Amendment is attached hereto as Exhibit 10.2 and incorporated by reference herein.

Amendment of Employment Agreement by and between Luna Innovations Incorporated and Scott A. Graeff

On March 31, 2009, the Company and Scott A. Graeff, a named executive officer of the Company, entered into an amendment (the “Graeff Amendment”) to that certain employment agreement by and between such parties originally dated January 1, 2007 (the “Graeff Agreement”). The Graeff Agreement previously provided a fixed term ending on the third anniversary following the date of the Graeff Agreement. Pursuant to the terms of the Graeff Amendment, the Graeff Agreement is amended to establish an initial term ending on June 30, 2010. The Graeff Agreement, as amended by the Graeff Amendment, thereafter automatically renews for successive one-year terms until the Company or Mr. Graeff provides written notice of non-renewal ninety (90) days prior to the date of automatic renewal.

A copy of the Graeff Amendment is attached hereto as Exhibit 10.3 and incorporated by reference herein.

Item 9.01(d). Exhibits

Exhibit	Description
10.1	Amendment to Employment Agreement by and between Luna Innovations Incorporated and Kent A. Murphy dated March 31, 2009.
10.2	Amendment to Employment Agreement by and between Luna Innovations Incorporated and Dale E. Messick dated March 31, 2009.
10.3	Amendment to Employment Agreement by and between Luna Innovations Incorporated and Scott A. Graeff dated March 31, 2009.

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.

Luna Innovations Incorporated

By: /s/ Dale E. Messick

Dale E. Messick
Chief Financial Officer

Date: April 2, 2009

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
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10.3	Amendment to Employment Agreement by and between Luna Innovations Incorporated and Scott A. Graeff dated March 31, 2009

LUNA INNOVATIONS INCORPORATED
AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to the employment agreement is made as of March 31, 2009, by and between Luna Innovations Incorporated (the "Company"), and Kent A. Murphy, Ph.D. ("Executive").

RECITALS

WHEREAS, the Company and Executive entered into an employment agreement dated as of July 14, 2006, as amended December 31, 2008 (the "Agreement").

WHEREAS, the Agreement provides for a fixed term ending on third anniversary of the effective date of the Agreement;

WHEREAS, the Company and Executive desire to amend the Agreement to extend the initial term of the Agreement to June 30, 2010 and to provide that the Agreement will automatically renew for successive additional one-year terms thereafter unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to a renewal date.

NOW, THEREFORE, the Company and Executive agree that in consideration of the foregoing and the promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Term. Section 2, "Term" is deleted and replaced with the following:

"2. Term. The period of Executive's employment under this Agreement is referred to herein as the "**Employment Term**." The Agreement shall have an initial term from the Effective Date of the Agreement through June 30, 2010 ("**Initial Term**"). At the end of the Initial Term and on each annual anniversary of such date thereafter, the Agreement automatically will renew for successive additional one (1) year terms, unless either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the date of the automatic renewal."

2. Full Force and Effect. To the extent not expressly amended hereby, the Agreement shall remain in full force and effect.

3. Entire Agreement. This Amendment and the Agreement constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

4. Successors and Assigns. This Amendment and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns, and legal representatives.

5. Counterparts. This Amendment may be executed in counterparts, all of which together shall constitute one instrument, and each of which may be executed by less than all of the parties to this Amendment.

6. Governing Law. This Amendment shall be governed in all respects by the internal laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

7. Amendment. Any provision of this Amendment may be amended, waived or terminated by a written instrument signed by the Company and Executive.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed as of the date first set forth above.

KENT MURPHY

/s/ Kent Murphy

Signature

Kent Murphy

Print Name

LUNA INNOVATIONS INCORPORATED

/s/ Dale Messick

Signature

Dale Messick

Print Name

Chief Financial Officer

Print Title

LUNA INNOVATIONS INCORPORATED
AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to the employment agreement is made as of March 31, 2009, by and between Luna Innovations Incorporated (the "Company"), and Dale Messick ("Executive").

RECITALS

WHEREAS, the Company and Executive entered into an employment agreement dated as of August 29, 2006, as amended December 31, 2008 (the "Agreement").

WHEREAS, the Agreement provides for a fixed term ending on third anniversary of the effective date of the Agreement;

WHEREAS, the Company and Executive desire to amend the Agreement to extend the initial term of the Agreement to June 30, 2010 and to provide that the Agreement will automatically renew for successive additional one-year terms thereafter unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to a renewal date.

NOW, THEREFORE, the Company and Executive agree that in consideration of the foregoing and the promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. **Term**. Section 2, "Term" is deleted and replaced with the following:

"2. **Term**. The period of Executive's employment under this Agreement is referred to herein as the "**Employment Term**." The Agreement shall have an initial term from the Effective Date of the Agreement through June 30, 2010 ("**Initial Term**"). At the end of the Initial Term and on each annual anniversary of such date thereafter, the Agreement automatically will renew for successive additional one (1) year terms, unless either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the date of the automatic renewal."

2. **Full Force and Effect**. To the extent not expressly amended hereby, the Agreement shall remain in full force and effect.

3. **Entire Agreement**. This Amendment and the Agreement constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

4. **Successors and Assigns**. This Amendment and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns, and legal representatives.

5. Counterparts. This Amendment may be executed in counterparts, all of which together shall constitute one instrument, and each of which may be executed by less than all of the parties to this Amendment.

6. Governing Law. This Amendment shall be governed in all respects by the internal laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

7. Amendment. Any provision of this Amendment may be amended, waived or terminated by a written instrument signed by the Company and Executive.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed as of the date first set forth above.

DALE MESSICK

/s/ Dale Messick

Signature

Dale Messick

Print Name

LUNA INNOVATIONS INCORPORATED

/s/ Kent A. Murphy

Signature

Kent A. Murphy

Print Name

Chief Executive Officer

Print Title

LUNA INNOVATIONS INCORPORATED
AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to the employment agreement is made as of March 31, 2009, by and between Luna Innovations Incorporated (the "Company"), and Scott Graeff ("Executive").

RECITALS

WHEREAS, the Company and Executive entered into an employment agreement dated as of January 1, 2007, as amended December 31, 2008 (the "Agreement").

WHEREAS, the Agreement provides for a fixed term ending on third anniversary of the effective date of the Agreement;

WHEREAS, the Company and Executive desire to amend the Agreement to extend the initial term of the Agreement to June 30, 2010 and to provide that the Agreement will automatically renew for successive additional one-year terms thereafter unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to a renewal date.

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4. Successors and Assigns. This Amendment and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns, and legal representatives.

5. Counterparts. This Amendment may be executed in counterparts, all of which together shall constitute one instrument, and each of which may be executed by less than all of the parties to this Amendment.

6. Governing Law. This Amendment shall be governed in all respects by the internal laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

7. Amendment. Any provision of this Amendment may be amended, waived or terminated by a written instrument signed by the Company and Executive.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed as of the date first set forth above.

SCOTT GRAEFF

/s/ Scott Graeff
Signature

Scott Graeff
Print Name

LUNA INNOVATIONS INCORPORATED

/s/ Kent A. Murphy
Signature

Kent A. Murphy
Print Name

Chief Executive Officer
Print Title