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**SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**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 5, 2012 (March 5, 2012)

**SIRIUS XM RADIO INC.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or other Jurisdiction  
of Incorporation)

**001-34295**  
(Commission File Number)

**52-1700207**  
(I.R.S. Employer  
Identification No.)

**1221 Avenue of the Americas, 36th Fl., New York, NY**  
(Address of Principal Executive Offices)

**10020**  
(Zip Code)

Registrant's telephone number, including area code: **(212) 584-5100**

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

On March 5, 2012, we entered into an amendment to our employment agreement with James E. Meyer, our President, Operations and Sales, to change the date that Mr. Meyer may elect to retire from May 2012 to May 2013. Separately, Mr. Meyer has waived the increase in his base salary that was scheduled to take effect in June 2012 under his employment agreement.

The foregoing description is qualified in its entirety by the Second Amendment to the Employment Agreement attached hereto as Exhibit 10.1, which is incorporated by reference in its entirety.

**Item 9.01 Financial Statements and Exhibits**

- (a) Not Applicable.
- (b) Not Applicable.
- (c) Not Applicable.
- (d) Exhibits.

The Exhibit Index attached hereto is incorporated herein.

**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.

SIRIUS XM RADIO INC.

By: /s/ Patrick L. Donnelly

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Patrick L. Donnelly  
Executive Vice President, General  
Counsel and Secretary

Dated: March 5, 2012

**EXHIBITS**

**Exhibit**

**Description of Exhibit**

10.1 Second Amendment, dated as of March 5, 2012, to the Employment Agreement, dated as of October 14, 2009, between Sirius XM Radio Inc. and James E. Meyer

## SECOND AMENDMENT

SECOND AMENDMENT, dated as of March 5, 2012 (this "Second Amendment"), to the Employment Agreement, dated as of October 14, 2009, as amended by a First Amendment, dated as of February 14, 2011 (collectively, the "Agreement"), between SIRIUS XM RADIO INC., a Delaware corporation (the "Company"), and JAMES E. MEYER (the "Executive").

WITNESSETH:

WHEREAS, the Company and the Executive jointly desire to amend certain provisions of the Agreement in the manner provided for in this Second Amendment;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises contained herein, the Company and the Executive hereby agree as follows:

1. Amendment to Section 6 (Termination) of the Agreement. The first sentence of Section 6(d)(ii) of the Agreement is hereby amended by deleting such sentence in its entirety and replacing such sentence with the following:

“(ii) The Executive may elect to resign from his employment with the Company during the Term for other than Good Reason, due to Scheduled Retirement. For purposes hereof, “Scheduled Retirement” means the voluntary retirement from employment hereunder of the Executive during the period from May 1, 2013 through May 31, 2013; provided that the Executive provides the Company with a prior written notice of his resignation on April 1, 2013 under this Section 6(d)(ii); and provided, further, that the Executive’s employment is not terminated for Cause prior to May 31, 2013 (such notice by the Executive, a Retirement Notice).”

2. Stock Option Agreement. In order to effectuate the intent of this Second Amendment, the Executive and the Company agree that any references to the term Employment Agreement in the Amended and Restated Stock Option Agreement, dated February 14, 2011, between the Company and the Executive and the Stock Option Agreement, dated October 14, 2009, shall mean the Employment Agreement as amended from time to time, including by this Second Amendment.

3. No Other Amendments. Except as expressly amended, modified and supplemented by this Second Amendment, the provisions of the Agreement are and shall remain in full force and effect.

4. Governing Law. This Second Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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5. Counterparts. This Second Amendment may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

6. Entire Agreement. This Second Amendment represents the entire agreement of the Company and the Executive with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the parties hereto relative to the subject matter hereof not expressly set forth or referred to herein.

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

SIRIUS XM RADIO INC.

By: /s/ Dara F. Altman

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Dara F. Altman  
Executive Vice President and  
Chief Administrative Officer

/s/ James E. Meyer

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James E. Meyer

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