

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 (Date of earliest event reported): August 8, 2005

SIRIUS SATELLITE RADIO INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other Jurisdiction
of Incorporation)

0-24710
(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**

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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Section 1.01 Entry into a Material Definitive Agreement

We amended our employment agreements with Scott Greenstein, our President, Entertainment and Sports, and David Frear, our Executive Vice President and Chief Financial Officer. As part of these amendments, we increased Mr. Greenstein's annual base salary to \$700,000 and Mr. Frear's annual base salary to \$450,000; extended the term of Mr. Greenstein's employment agreement to July 31, 2009 and Mr. Frear's employment agreement to July 31, 2008; granted Mr. Greenstein 462,222 restricted stock units and Mr. Frear 300,000 restricted stock units; and granted Mr. Greenstein 1,250,000 options to purchase our common stock and Mr. Frear 700,000 options to purchase our common stock.

We also granted Mr. James Meyer, our President, Sales and Operations, 48,067 restricted stock units.

All of these restricted stock units and stock options vest over time.

A copy of the amendments to the employment agreements with Messrs. Greenstein and Frear are attached to this report as exhibits 10.1 and 10.2, respectively, and are incorporated by reference in this report. A copy of the restricted stock unit agreement with Mr. Meyer is attached to this report as exhibit 10.3 and is incorporated by reference in this report.

Section 9.01 Financial Statements and Exhibits

(a) Not Applicable.

(b) Not Applicable.

(c) 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 SATELLITE RADIO INC.

By: /s/ Patrick L. Donnelly
Patrick L. Donnelly
Executive Vice President, General
Counsel and Secretary

Dated: August 12, 2005

EXHIBITS

Exhibit

Description of Exhibit

- | | |
|------|--|
| 10.1 | First Amendment, dated as of August 8, 2005, to the Employment Agreement, dated as of May 5, 2004, between Sirius Satellite Radio Inc. and Scott Greenstein. |
| 10.2 | First Amendment, dated as of August 10, 2005, to the Employment Agreement, dated as of June 3, 2003, between Sirius Satellite Radio Inc. and David Frear. |
| 10.3 | Restricted Stock Unit Agreement, dated as of August 9, 2005, between Sirius Satellite Radio Inc. and James E. Meyer. |

FIRST AMENDMENT

FIRST AMENDMENT, dated as of August 8, 2005 (this "First Amendment"), to the Employment Agreement, dated as of May 5, 2004 (the "Agreement"), between SIRIUS SATELLITE RADIO INC., a Delaware corporation (the "Company"), and SCOTT GREENSTEIN (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 First 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 of Section 3 (Term) of the Agreement. Section 3 of the Agreement is hereby amended by deleting "May 4, 2007" and substituting in lieu thereof "July 31, 2009."
 2. Amendments of Section 4 (Compensation) of the Agreement. Section 4(a) of the Agreement is hereby amended by deleting the figure "\$525,000" and substituting in lieu thereof "\$700,000."
 - (b) The second sentence of Section 4(a) of the Agreement is hereby amended by deleting the phrase "provided that the Base Salary shall at all times be not less than the base salary of the Company's President, Operations and Sales."
 - (c) Sections 4(c) and 4(d) of the Agreement are hereby amended by deleting the third sentences thereof.
 - (d) Section 4(e) of the Agreement is hereby amended by deleting the fourth sentence thereof.
 3. Amendment of Section 5 (Additional Compensation; Expenses and Benefits) of the Agreement. The Agreement is hereby amended by deleting Section 5(c) thereof.
 4. Grant of Additional Stock Options and Restricted Stock Units. (a) On the date hereof, the Company shall grant to the Executive an option to purchase 1,250,000 shares of the Company's common stock, par value \$.001 per share (the "Common Stock"), at an exercise price of \$6.602 per share, the closing price of the Common Stock on the Nasdaq National Market on the date hereof. Such options shall be subject to the terms and conditions set forth in the Option Agreement attached to this First Amendment as Exhibit A.
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(b) On the date hereof, the Company shall grant to the Executive 462,222 restricted stock units, 62,222 of which represent restricted stock units earned by you pursuant to the Company's existing equity accumulation program. Such restricted stock units shall be subject to the terms and conditions set forth in the Restricted Stock Unit Agreements attached to this First Amendment as Exhibits B and C.

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

6. Governing Law. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within the State of New York.

7. Counterparts. This First 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.

8. Entire Agreement. This First 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 First Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

SIRIUS SATELLITE RADIO INC.

By: /s/ John H. Schultz
John H. Schultz
Senior Vice President,
Human Resources

/s/ Scott Greenstein
Scott Greenstein

THIS OPTION HAS NOT BEEN REGISTERED UNDER STATE OR FEDERAL SECURITIES LAWS. THIS OPTION MAY NOT BE TRANSFERRED EXCEPT BY WILL OR UNDER THE LAWS OF DESCENT AND DISTRIBUTION.

AMENDED AND RESTATED SIRIUS SATELLITE RADIO
2003 LONG-TERM STOCK INCENTIVE PLAN

STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (this "Agreement"), dated as of August 8, 2005, between SIRIUS SATELLITE RADIO INC., a Delaware corporation (the "Company"), and SCOTT GREENSTEIN (the "Employee").

1. Grant of Option; Vesting. (a) Subject to the terms and conditions of this Agreement and the Amended and Restated Sirius Satellite Radio 2003 Long-Term Stock Incentive Plan (as amended, the "Plan"), the Company hereby grants to the Employee the right and option (this "Option") to purchase up to one million two hundred and fifty thousand (1,250,000) shares (the "Shares") of common stock, par value \$0.001 per share, of the Company at a price per share of \$6.602 (the "Exercise Price"). This Option is not intended to qualify as an Incentive Stock Option for purposes of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). In the case of any stock split, stock dividend or like change in the Shares occurring after the date hereof, the number of Shares and the Exercise Price shall be adjusted as set forth in Section 4(b) of the Plan.

(b) Subject to the terms and conditions of this Section 1(b), the Shares shall vest and be exercisable as follows:

(i) Four hundred and sixteen thousand (416,000) Shares shall vest and become exercisable on August 8, 2006 if the Employee continues to be employed by the Company on August 8, 2006;

(ii) Four hundred and seventeen thousand (417,000) Shares shall vest and become exercisable on August 8, 2007 if the Employee continues to be employed by the Company on August 8, 2007; and

(iii) Four hundred and seventeen thousand (417,000) Shares shall vest and become exercisable on August 8, 2008 if the Employee continues to be employed by the Company on August 8, 2008.

(c) If the Employee's employment with Company terminates for any reason, this Option, to the extent not then vested, shall immediately terminate without consideration; provided that if the Employee's employment terminates (i) due to death the unvested portion of this Option, to

the extent not previously canceled or forfeited, shall immediately become vested and exercisable; or (ii) due to Disability (as defined below), without Cause (as defined in the Employment Agreement, dated as of May 5, 2004 (as amended, supplemented or otherwise modified, the "Employment Agreement"), between the Company and the Employee), or by the Employee for Good Reason (as defined in the Employment Agreement), the unvested portion of this Option, to the extent not previously canceled or forfeited, shall vest in accordance with the terms of this Agreement, but any conditions contained in this Agreement which would require the Employee to be an employee of the Company on a specified date shall have no force or effect. The extension of this Option following the termination of the Employee due to Disability, without Cause or by the Employee for Good Reason shall be conditioned upon the Employee executing a release in accordance with Section 6(f)(i) of the Employment Agreement.

2. Term. This Option shall terminate on August 8, 2015; provided that if:

(a) the Employee's employment with the Company is terminated due to the Employee's death or Disability, terminated by the Company without Cause or by the Employee for Good Reason, the Employee may exercise the vested portion of this Option for one year following the later of the date of (i) such termination and (ii) the vesting of such Option, but not later than August 8, 2015;

(b) the Employee's employment with the Company is terminated for Cause, the Employee may exercise the vested portion of this Option until ninety days following the date of such termination, but not later than August 8, 2015; and

(c) the Employee voluntarily terminates his employment with the Company without Good Reason, the Employee may exercise the vested portion of this Option until ninety days following the date of such termination, but not later than August 8, 2015.

Subject to the terms of the Plan, if the Employee's employment is terminated by death, this Option shall be exercisable only by the person or persons to whom the Employee's rights under such Option shall pass by the Employee's will or by the laws of descent and distribution of the state or county of the Employee's domicile at the time of death. "Disability" shall mean the Employee is unable to perform the essential duties and functions of his position because of a disability, even with a reasonable accommodation, for one hundred eighty days within any three hundred sixty-five day period. Upon making a determination of Disability, the Company shall determine the date of the Employee's termination of employment. Subject to the terms of the Plan, if the Employee's employment is terminated by Disability under circumstance in which it is reasonable to conclude that the Employee does not have the ability to exercise this Option, this Option shall be exercisable by the person or persons who have been legally appointed to act in the name of the Employee.

3. Exercise. Subject to Sections 1 and 2 of this Agreement and the terms of the Plan, this Option may be exercised, in whole or in part, by means of a written notice of exercise signed and delivered by the Employee (or, in the case of exercise after death of the Employee, by the executor, administrator, heir or legatee of the Employee, as the case may be, or, in the case of exercise after the termination of the Employee as a result of a Disability under circumstance in

which it is reasonable to conclude that the Employee does not have the ability to exercise this Option, by the person or persons who have been legally appointed to act in the name of the Employee) to the Company at the address set forth herein for notices to the Company. Such notice shall (a) state the number of Shares to be purchased and the date of exercise, and (b) be accompanied by payment of the Exercise Price in cash or such other method of payment as may be permitted by Section 6(d) of the Plan, subject, in the case of a broker-assisted exercise, to applicable law.

4. Non-transferable. This Option may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than (a) by will or by the applicable laws of descent and distribution or (b) in accordance with the provisions of Section 14(a)(iii) of the Plan, and shall not be subject to execution, attachment or similar process. Any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the Option or of any right or privilege conferred hereby shall be null and void.

5. Withholding. Prior to delivery of the Shares purchased upon exercise of this Option, the Company shall determine the amount of any United States federal, state and local income tax, if any, which is required to be withheld under applicable law and shall, as a condition of exercise of this Option and delivery of certificates representing the Shares purchased upon exercise of this Option, collect from the Employee or, subject to such rules as may be established by the administrator of the Plan, from a broker who has been instructed by the Employee to sell Shares deliverable upon exercise of this Option, the amount of any such tax to the extent not previously withheld.

6. Rights of the Employee. Neither this Option, the execution of this Agreement nor the exercise of any portion of this Option shall confer upon the Employee any right to, or guarantee of, continued employment by the Company, or in any way limit the right of the Company to terminate employment of the Employee at any time, subject to the terms of any written employment or similar agreement between the Company and the Employee.

7. Professional Advice. The acceptance and exercise of this Option may have consequences under federal and state tax and securities laws that may vary depending upon the individual circumstances of the Employee. Accordingly, the Employee acknowledges that the Employee has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and this Option.

8. Agreement Subject to the Plan. The Option and this Agreement are subject to the terms and conditions set forth in the Plan, which terms and conditions are incorporated herein by reference. A copy of the Plan previously has been delivered to the Employee. This Agreement, the Employment Agreement and the Plan constitute the entire understanding between the Company and the Employee with respect to this Option.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, and shall bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the parties hereto.

10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when telecopied (with confirmation of transmission received by the sender), three business days after being sent by certified mail, postage prepaid, return receipt requested or one business day after being delivered to a nationally recognized overnight courier with next day delivery specified to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

Company: Sirius Satellite Radio Inc.
1221 Avenue of the Americas
36th Floor
New York, New York 10020
Attention: General Counsel

Employee: Scott Greenstein
Address on file at the
office of the Company

Notices sent by email or other electronic means not specifically authorized by this Agreement shall not be effective for any purpose of this Agreement.

11. Binding Effect. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or transfer, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SIRIUS SATELLITE RADIO INC.

EMPLOYEE

By: _____
John H. Schultz
Senior Vice President,
Human Resources

Scott Greenstein



THE RSUs HAVE NOT BEEN REGISTERED UNDER STATE OR FEDERAL SECURITIES
LAWS. THE RSUs MAY NOT BE TRANSFERRED EXCEPT
BY WILL OR UNDER THE LAWS OF DESCENT AND DISTRIBUTION.

AMENDED AND RESTATED SIRIUS SATELLITE RADIO
2003 LONG-TERM STOCK INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (this "Agreement"), dated as of August 8, 2005, between SIRIUS SATELLITE RADIO INC., a Delaware corporation (the "Company"), and SCOTT GREENSTEIN (the "Employee").

1. Grant of RSUs. Subject to the terms and conditions of this Agreement, the Company hereby grants four hundred thousand (400,000) restricted share units ("RSUs") to the Employee. This grant is made pursuant to the terms of the Amended and Restated Sirius Satellite Radio 2003 Long-Term Stock Incentive Plan (as amended, the "Plan"), which Plan is incorporated herein by reference and made a part of this Agreement. Each RSU represents the unfunded, unsecured right of the Employee to receive one share of common stock, par value \$.001 per share, of the Company (each, a "Share") on the date or dates specified in this Agreement. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan.

2. Dividends. If on any date while RSUs are outstanding the Company shall pay any dividend on the Shares (other than a dividend payable in Shares), the number of RSUs granted to the Employee shall, as of the record date for such dividend payment, be increased by a number of RSUs equal to: (a) the product of (x) the number of RSUs held by the Employee as of such record date, multiplied by (y) the per Share amount of any cash dividend (or, in the case of any dividend payable, in whole or in part, other than in cash, the per Share value of such dividend, as determined in good faith by the Company), divided by (b) the average closing price of a Share on the Nasdaq National Market on the twenty trading days preceding, but not including, such record date. In the case of any dividend declared on Shares that is payable in the form of Shares, the number of RSUs granted to the Employee shall be increased by a number equal to the product of (1) the aggregate number of RSUs held by the Employee on the record date for such dividend, multiplied by (2) the number of Shares (including any fraction thereof) payable as a dividend on a Share. In the case of any other change in the Shares occurring after the date hereof, the number of RSUs shall be adjusted as set forth in Section 4(b) of the Plan.

3. No Rights of a Stockholder. The Employee shall not have any rights as a stockholder of the Company until the Shares have been registered in the Company's register of stockholders.

4. Issuance of Shares subject to RSUs. (a) Subject to earlier issuance pursuant to the terms of this Agreement or the Plan, on August 12, 2005, the Company shall issue, or cause there to be transferred, to the Employee one hundred thousand (100,000) Shares, representing an equal number of the RSUs granted to the Employee under this Agreement.

(b) Subject to earlier issuance pursuant to the terms of this Agreement or the Plan, on August 8, 2007, the Company shall issue, or cause there to be transferred, to the Employee three hundred thousand (300,000) Shares, representing an equal number of the RSUs granted to the Employee under this Agreement, if the Employee continues to be employed by the Company on August 8, 2007.

(c) If the Employee's employment with Company terminates for any reason, the RSUs shall immediately terminate without consideration; provided that if the Employee's employment terminates (i) due to death the Company shall issue within 30 days, or cause there to be transferred within 30 days, to the Employee or his estate Shares equal to the unvested portion of the RSUs, to the extent not previously canceled or forfeited, or (ii) due to or Disability (as defined below), without Cause (as defined in the Employment Agreement, dated as of May 5, 2004 (as amended, supplemented or otherwise modified, the "Employment Agreement"), between the Company and the Employee), or by the Employee for Good Reason (as defined in the Employment Agreement), the unvested portion of the RSUs, to the extent not previously canceled or forfeited, shall vest in accordance with the terms of this Agreement, but any conditions contained in this Agreement which would require the Employee to be an employee of the Company on a specified date shall have no force or effect. "Disability" shall mean the Employee is unable to perform the essential duties and functions of his position because of a disability, even with a reasonable accommodation, for one hundred eighty days within any three hundred sixty-five day period. Upon making a determination of Disability, the Company shall determine the date of the Employee's termination of employment. The waiver of the condition that the Employee be an employee of the Company contained above in the event of the termination of the Employee due to Disability, without Cause or by the Employee for Good Reason shall be conditioned upon the Employee executing a release in accordance with Section 6(f)(i) of the Employment Agreement.

5. Term. This Agreement shall terminate on August 8, 2007.

6. Non-transferable. The RSUs may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by the applicable laws of descent and distribution, and shall not be subject to execution, attachment or similar process. Any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of RSUs or of any right or privilege conferred hereby shall be null and void.

7. Withholding. Prior to delivery of the Shares pursuant to this Agreement, the Company shall determine the amount of any United States federal, state and local income tax, if any, which is required to be withheld under applicable law and shall, as a condition of delivery of certificates representing the Shares pursuant to this Agreement, collect from the Employee the amount of any such tax to the extent not previously withheld.

8. Rights of the Employee. Neither this Agreement nor the RSUs shall confer upon the Employee any right to, or guarantee of, continued employment by the Company, or in any way limit the right of the Company to terminate the employment of the Employee at any time, subject to the terms of any written employment or similar agreement between the Company and the Employee.

9. Professional Advice. The acceptance of the RSUs may have consequences under federal and state tax and securities laws that may vary depending upon the individual circumstances of the Employee. Accordingly, the Employee acknowledges that the Employee has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and the RSUs.

10. Agreement Subject to the Plan. This Agreement and the RSUs are subject to the terms and conditions set forth in the Plan, which terms and conditions are incorporated herein by reference. A copy of the Plan previously has been delivered to the Employee. This Agreement, the Employment Agreement and the Plan constitute the entire understanding between the Company and the Employee with respect to the RSUs.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, and shall bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the parties hereto.

12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when telecopied (with confirmation of transmission received by the sender), three business days after being sent by certified mail, postage prepaid, return receipt requested or one business day after being delivered to a nationally recognized overnight courier with next day delivery specified to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

Company: Sirius Satellite Radio Inc.
1221 Avenue of the Americas 36th Floor
New York, New York 10020
Attention: General Counsel

Employee: Scott Greenstein
Address on file at the
office of the Company

Notices sent by email or other electronic means not specifically authorized by this Agreement shall not be effective for any purpose of this Agreement.

13. Binding Effect. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or transfer, moratorium or other

similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SIRIUS SATELLITE RADIO INC.

EMPLOYEE:

By:

John H. Schultz
Senior Vice President,
Human Resources

Scott Greenstein

THE RSUs HAVE NOT BEEN REGISTERED UNDER STATE OR FEDERAL SECURITIES LAWS. THE RSUs MAY NOT BE TRANSFERRED EXCEPT BY WILL OR UNDER THE LAWS OF DESCENT AND DISTRIBUTION.

AMENDED AND RESTATED
SIRIUS SATELLITE RADIO 2003 LONG-TERM STOCK INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (this "Agreement"), dated as of August 8, 2005, between SIRIUS SATELLITE RADIO INC., a Delaware corporation (the "Company"), and SCOTT GREENSTEIN (the "Employee").

1. Grant of RSUs. Subject to the terms and conditions of this Agreement, the Company hereby grants sixty two thousand two hundred and twenty two (62,222) restricted stock units ("RSUs") to the Employee. This grant is made pursuant to the terms of the Amended and Restated Sirius Satellite Radio 2003 Long-Term Stock Incentive Plan (the "Plan"), which Plan, as amended from time to time, is incorporated herein by reference and made a part of this Agreement. Each RSU represents the unfunded, unsecured right of the Employee to receive one share of common stock, par value \$.001 per share, of the Company (each, a "Share") on the dates specified in this Agreement. Capitalized terms not otherwise defined herein have the same meanings as in the Plan.

2. Dividends. If on any date while RSUs are outstanding the Company shall pay any dividend on the Shares (other than a dividend payable in Shares), the number of RSUs granted to the Employee shall, as of the record date for such dividend payment, be increased by a number of RSUs equal to: (a) the product of: (x) the number of RSUs held by the Employee as of such record date, multiplied by (y) the per Share amount of any cash dividend (or, in the case of any dividend payable, in whole or in part, other than in cash, the per Share value of such dividend, as determined in good faith by the Company), divided by (b) the average closing price of a Share on the NASDAQ National Market on the 20 trading days preceding, but not including, such record date. In the case of any dividend declared on Shares that is payable in the form of Shares, the number of RSUs granted to the Employee shall be increased by a number equal to the product of: (1) the aggregate number of RSUs held by the Employee on the record date for such dividend, multiplied by (2) the number of Shares (including any fraction thereof) payable as a dividend on a Share. In the case of any other change in the Shares occurring after the date hereof, the number of RSUs shall be adjusted as set forth in Section 4(b) of the Plan.

3. No Rights of a Stockholder. The Employee shall not have any rights as a stockholder of the Company until the Shares representing the RSUs have been registered in the Company's register of stockholders.

4. Issuance of Shares subject to RSUs. (a) Subject to earlier issuance pursuant to the terms of the Plan, on August 8, 2006, the Company shall issue, or cause there to be transferred, to the Employee a number of Shares equal to the RSUs granted to the Employee under this Agreement if the Employee continues to be employed by the Company on August 8, 2006.

(b) If the Employee's employment with Company terminates for any reason, the RSUs shall immediately terminate without consideration; provided that if the Employee's employment terminates (i) due to death, the Company shall issue within 30 days, or cause there to be transferred within 30 days, to the Employee or his estate Shares equal to the unvested portion of the RSUs, to the extent not previously canceled or forfeited, or (ii) due to Disability (as defined below) or without Cause (as defined below), the unvested portion of the RSUs, to the extent not previously canceled or forfeited, shall vest in accordance with the terms of this Agreement, but any conditions contained in this Agreement which would require the Employee to be an employee of the Company on a specified date shall have no force or effect. The waiver of the condition that the Employee be an employee of the Company contained above in the event of the termination of the Employee due to Disability or without Cause shall be conditioned upon the Employee executing a release in accordance with Section 6(f)(i) of the Employment Agreement, dated as of May 5, 2004, between the Company and the Employee.

(c) "Cause" shall mean the occurrence or existence of any of the following:

(i) a breach by the Employee of the terms of his employment or of his duty not to engage in any transaction that represents, directly or indirectly, self-dealing with the Company or any of its affiliates (which, for purposes hereof, shall mean any individual, corporation, partnership, association, limited liability company, trust, estate, or other entity or organization directly or indirectly controlling, controlled by, or under direct or indirect common control with the Company) which has not been approved by a majority of the disinterested directors of the Board of Directors, if in any such case such breach remains uncured after five days have elapsed following the date on which the Company gives the Employee written notice of such breach;

(ii) the breach by the Employee of any duty referred to in clause (i) above with respect to which at least one prior notice was given under clause (i);

(iii) any act of dishonesty, misappropriation, embezzlement, intentional fraud, or similar conduct by the Employee involving the Company or any of its affiliates;

(iv) the conviction or the plea of *nolo contendere* or the equivalent in respect of a felony;

(v) any damage of a material nature to any property of the Company or any of its affiliates caused by the Employee's willful or grossly negligent conduct;

(vi) the repeated nonprescription use of any controlled substance, or the repeated use of alcohol or any other non-controlled substance that the Board of Directors

reasonably determines renders the Employee unfit to serve as an officer or employee of the Company or its affiliates;

(vii) the Employee's failure to comply with the Chief Executive Officer's or the Board of Director's reasonable written instructions; or

(viii) conduct by the Employee that in a good faith written determination of the Board of Directors demonstrates unfitness to serve as an officer or employee of the Company or its affiliates, including, without limitation, a failure of the Employee to cooperate with the Company in respect of any investigation or a finding by the Board of Directors or any regulatory authority that the Employee committed acts of unlawful harassment or violated any other state, federal or local law or ordinance prohibiting discrimination in employment applicable to the business of the Company or any of its affiliates.

(d) "Disability" shall mean the Employee is unable to perform the essential duties and functions of his position because of a disability, even with a reasonable accommodation, for one hundred eighty days within any three hundred sixty-five day period. Upon making a determination of Disability, the Company shall determine the date of the Employee's termination of employment.

5. Term. This Agreement and the RSUs shall terminate on August 8, 2006.

6. Non-transferable. The RSUs may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by the applicable laws of descent and distribution, and shall not be subject to execution, attachment or similar process. Any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of RSUs or of any right or privilege conferred hereby shall be null and void.

7. Withholding. Prior to delivery of the Shares pursuant to this Agreement, the Company shall determine the amount of any United States federal, state and local income tax which is required to be withheld under applicable law and shall, as a condition of delivery of certificates representing the Shares pursuant to this Agreement, collect from the Employee the amount of any such tax to the extent not previously withheld.

8. Rights of the Employee. Neither this Agreement nor the RSUs shall confer upon the Employee any right to, or guarantee of, continued employment by the Company, or in any way limit the right of the Company to terminate the employment of the Employee at any time, subject to the terms of any written employment or similar agreement between the Company and the Employee.

9. Professional Advice. The acceptance of the RSUs may have consequences under federal and state tax and securities laws that may vary depending upon the individual circumstances of the Employee. Accordingly, the Employee acknowledges that the Employee has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and the RSUs.

10. Agreement Subject to the Plan. This Agreement and the RSUs are subject to the terms and conditions set forth in the Plan, which terms and conditions are incorporated herein by reference. A copy of the Plan previously has been delivered to the Employee. This Agreement and the Plan constitute the entire understanding between the Company and the Employee with respect to the RSUs.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, and shall bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the parties hereto.

12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when telecopied (with confirmation of transmission received by the sender), three business days after being sent by certified mail, postage prepaid, return receipt requested or one business day after being delivered to a nationally recognized overnight courier with next day delivery specified to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

Company: Sirius Satellite Radio Inc.
1221 Avenue of the Americas
36th Floor
New York, New York 10020
Attention: General Counsel

Employee: Address on file at the
office of the Company

Notices sent by email or other electronic means not specifically authorized by this Agreement shall not be effective for any purpose of this Agreement.

13. Binding Effect. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or transfer, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SIRIUS SATELLITE RADIO INC.

EMPLOYEE:

By: _____
John H. Schultz
Senior Vice President,
Human Resources

Scott Greenstein

FIRST AMENDMENT

FIRST AMENDMENT, dated as of August 10, 2005 (this "First Amendment"), to the Employment Agreement, dated as of June 3, 2003 (the "Agreement"), between SIRIUS SATELLITE RADIO INC., a Delaware corporation (the "Company"), and DAVID J. FREAR (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 First 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 of Section 3 (Term) of the Agreement. Section 3 of the Agreement is hereby amended by deleting "June 15, 2006" and substituting in lieu thereof "July 31, 2008."

2. Amendments of Section 4 (Compensation) of the Agreement. Section 4(a) of the Agreement is hereby amended by deleting the figure "\$325,000" and substituting in lieu thereof "\$450,000."

3. Amendment to Section 6 (Termination) of the Agreement. Section 6(e) of the Agreement is hereby amended by deleting clause (iv) thereof in its entirety and substituting in lieu thereof the following:

"(iv) the failure by the Company to offer in writing to extend the term of this Agreement, as amended, supplemented or otherwise modified prior to such time, for a period of at least one year on the same or better economic terms (excluding for the purposes of this clause (iv) grants of additional equity-based compensation contained in Section 4 of this Agreement and Section 4 of the First Amendment, dated August 10, 2005, between the Company and the Executive, but including the right to participate in equity-based compensation programs on the terms contained in Section 5(b) of this Agreement) on or before June 30, 2008; or

(v) any material breach by the Company of any material provision of this Agreement."

4. Grant of Additional Stock Options and Restricted Stock Units. (a) On the date hereof, the Company shall grant to the Executive an option to purchase 700,000 shares of the Company's common stock, par value \$.001 per share (the "Common Stock"), at an exercise price of \$6.61 per share, the closing price of the Common Stock on the Nasdaq National Market

on the date hereof. Such options shall be subject to the terms and conditions set forth in the Option Agreement attached to this First Amendment as Exhibit A.

(b) On the date hereof, the Company shall grant to the Executive 300,000 restricted stock units. Such restricted stock units shall be subject to the terms and conditions set forth in the Restricted Stock Unit Agreement attached to this First Amendment as Exhibit B.

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

6. Governing Law. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within the State of New York.

7. Counterparts. This First 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.

8. Entire Agreement. This First 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 First Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

SIRIUS SATELLITE RADIO INC.

By: /s/ John H. Schultz
John H. Schultz
Senior Vice President,
Human Resources

/s/ David J. Frear
David J. Frear

THIS OPTION HAS NOT BEEN REGISTERED UNDER STATE OR FEDERAL SECURITIES LAWS. THIS OPTION MAY NOT BE TRANSFERRED EXCEPT BY WILL OR UNDER THE LAWS OF DESCENT AND DISTRIBUTION.

AMENDED AND RESTATED SIRIUS SATELLITE RADIO
2003 LONG-TERM STOCK INCENTIVE PLAN

STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (this "Agreement"), dated as of August 10, 2005, between SIRIUS SATELLITE RADIO INC., a Delaware corporation (the "Company"), and DAVID J. FREAR (the "Employee").

1. Grant of Option; Vesting. (a) Subject to the terms and conditions of this Agreement and the Amended and Restated Sirius Satellite Radio 2003 Long-Term Stock Incentive Plan (as amended, the "Plan"), the Company hereby grants to the Employee the right and option (this "Option") to purchase up to seven hundred thousand (700,000) shares (the "Shares") of common stock, par value \$0.001 per share, of the Company at a price per share of \$6.61 (the "Exercise Price"). This Option is not intended to qualify as an Incentive Stock Option for purposes of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). In the case of any stock split, stock dividend or like change in the Shares occurring after the date hereof, the number of Shares and the Exercise Price shall be adjusted as set forth in Section 4(b) of the Plan.

(b) Subject to the terms and conditions of this Section 1(b), the Shares shall vest and be exercisable as follows:

(i) Two hundred and thirty three thousand (233,000) Shares shall vest and become exercisable on August 10, 2006 if the Employee continues to be employed by the Company on August 10, 2006;

(ii) Two hundred and thirty three thousand (233,000) Shares shall vest and become exercisable on August 10, 2007 if the Employee continues to be employed by the Company on August 10, 2007; and

(iii) Two hundred and thirty four thousand (234,000) Shares shall vest and become exercisable on August 10, 2008 if the Employee continues to be employed by the Company on August 10, 2008.

(c) If the Employee's employment with Company terminates for any reason, this Option, to the extent not then vested, shall immediately terminate without consideration; provided that if the Employee's employment terminates (i) due to death, the unvested portion of this Option, to the extent not previously canceled or forfeited, shall immediately become vested and exercisable;

or (ii) due to Disability (as defined below), without Cause (as defined in the Employment Agreement, dated as of June 3, 2003 (as amended, supplemented or otherwise modified, the "Employment Agreement"), between the Company and the Employee), or by the Employee for Good Reason (as defined in the Employment Agreement), the unvested portion of this Option, to the extent not previously canceled or forfeited, shall vest in accordance with the terms of this Agreement, but any conditions contained in this Agreement which would require the Employee to be an employee of the Company on a specified date shall have no force or effect. The extension of this Option following the termination of the Employee due to Disability, without Cause or by the Employee for Good Reason shall be conditioned upon the Employee executing a release in accordance with Section 6(f)(i) of the Employment Agreement.

2. Term. This Option shall terminate on August 10, 2015; provided that if:

(a) the Employee's employment with the Company is terminated due to the Employee's death or Disability, terminated by the Company without Cause or by the Employee for Good Reason, the Employee may exercise the vested portion of this Option for one year following the later of the date of (i) such termination and (ii) the vesting of such Option, but not later than August 10, 2015;

(b) the Employee's employment with the Company is terminated for Cause, the Employee may exercise the vested portion of this Option until ninety days following the date of such termination, but not later than August 10, 2015; and

(c) the Employee voluntarily terminates his employment with the Company without Good Reason, the Employee may exercise the vested portion of this Option until ninety days following the date of such termination, but not later than August 10, 2015.

Subject to the terms of the Plan, if the Employee's employment is terminated by death, this Option shall be exercisable only by the person or persons to whom the Employee's rights under such Option shall pass by the Employee's will or by the laws of descent and distribution of the state or county of the Employee's domicile at the time of death. "Disability" shall mean the Employee is unable to perform the essential duties and functions of his position because of a disability, even with a reasonable accommodation, for one hundred eighty days within any three hundred sixty-five day period. Upon making a determination of Disability, the Company shall determine the date of the Employee's termination of employment. Subject to the terms of the Plan, if the Employee's employment is terminated by Disability under circumstance in which it is reasonable to conclude that the Employee does not have the ability to exercise this Option, this Option shall be exercisable by the person or persons who have been legally appointed to act in the name of the Employee.

3. Exercise. Subject to Sections 1 and 2 of this Agreement and the terms of the Plan, this Option may be exercised, in whole or in part, by means of a written notice of exercise signed and delivered by the Employee (or, in the case of exercise after death of the Employee, by the executor, administrator, heir or legatee of the Employee, as the case may be, or, in the case of exercise after the termination of the Employee as a result of a Disability under circumstance in which it is reasonable to conclude that the Employee does not have the ability to exercise this

Option, by the person or persons who have been legally appointed to act in the name of the Employee) to the Company at the address set forth herein for notices to the Company. Such notice shall (a) state the number of Shares to be purchased and the date of exercise, and (b) be accompanied by payment of the Exercise Price in cash or such other method of payment as may be permitted by Section 6(d) of the Plan, subject, in the case of a broker-assisted exercise, to applicable law.

4. Non-transferable. This Option may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than (a) by will or by the applicable laws of descent and distribution or (b) in accordance with the provisions of Section 14(a)(iii) of the Plan, and shall not be subject to execution, attachment or similar process. Any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the Option or of any right or privilege conferred hereby shall be null and void.

5. Withholding. Prior to delivery of the Shares purchased upon exercise of this Option, the Company shall determine the amount of any United States federal, state and local income tax, if any, which is required to be withheld under applicable law and shall, as a condition of exercise of this Option and delivery of certificates representing the Shares purchased upon exercise of this Option, collect from the Employee or, subject to such rules as may be established by the administrator of the Plan, from a broker who has been instructed by the Employee to sell Shares deliverable upon exercise of this Option, the amount of any such tax to the extent not previously withheld.

6. Rights of the Employee. Neither this Option, the execution of this Agreement nor the exercise of any portion of this Option shall confer upon the Employee any right to, or guarantee of, continued employment by the Company, or in any way limit the right of the Company to terminate employment of the Employee at any time, subject to the terms of any written employment or similar agreement between the Company and the Employee.

7. Professional Advice. The acceptance and exercise of this Option may have consequences under federal and state tax and securities laws that may vary depending upon the individual circumstances of the Employee. Accordingly, the Employee acknowledges that the Employee has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and this Option.

8. Agreement Subject to the Plan. The Option and this Agreement are subject to the terms and conditions set forth in the Plan, which terms and conditions are incorporated herein by reference. A copy of the Plan previously has been delivered to the Employee. This Agreement, the Employment Agreement and the Plan constitute the entire understanding between the Company and the Employee with respect to this Option.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, and shall bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the parties hereto.

10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when telecopied (with confirmation of transmission received by the sender), three business days after being sent by certified mail, postage prepaid, return receipt requested or one business day after being delivered to a nationally recognized overnight courier with next day delivery specified to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

Company: Sirius Satellite Radio Inc.
1221 Avenue of the Americas
36th Floor
New York, New York 10020
Attention: General Counsel

Employee: David J. Frear
Address on file at the
office of the Company

Notices sent by email or other electronic means not specifically authorized by this Agreement shall not be effective for any purpose of this Agreement.

11. Binding Effect. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or transfer, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SIRIUS SATELLITE RADIO INC.

EMPLOYEE

By: _____
John H. Schultz
Senior Vice President,
Human Resources

David J. Frear



THE RSUs HAVE NOT BEEN REGISTERED UNDER STATE OR FEDERAL SECURITIES
LAWS. THE RSUs MAY NOT BE TRANSFERRED EXCEPT
BY WILL OR UNDER THE LAWS OF DESCENT AND DISTRIBUTION.

AMENDED AND RESTATED SIRIUS SATELLITE RADIO
2003 LONG-TERM STOCK INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (this "Agreement"), dated as of August 10, 2005, between SIRIUS SATELLITE RADIO INC., a Delaware corporation (the "Company"), and DAVID J. FREAR (the "Employee").

1. Grant of RSUs. Subject to the terms and conditions of this Agreement, the Company hereby grants three hundred thousand (300,000) restricted share units ("RSUs") to the Employee. This grant is made pursuant to the terms of the Amended and Restated Sirius Satellite Radio 2003 Long-Term Stock Incentive Plan (as amended, the "Plan"), which Plan is incorporated herein by reference and made a part of this Agreement. Each RSU represents the unfunded, unsecured right of the Employee to receive one share of common stock, par value \$.001 per share, of the Company (each, a "Share") on the date or dates specified in this Agreement. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan.

2. Dividends. If on any date while RSUs are outstanding the Company shall pay any dividend on the Shares (other than a dividend payable in Shares), the number of RSUs granted to the Employee shall, as of the record date for such dividend payment, be increased by a number of RSUs equal to: (a) the product of (x) the number of RSUs held by the Employee as of such record date, multiplied by (y) the per Share amount of any cash dividend (or, in the case of any dividend payable, in whole or in part, other than in cash, the per Share value of such dividend, as determined in good faith by the Company), divided by (b) the average closing price of a Share on the Nasdaq National Market on the twenty trading days preceding, but not including, such record date. In the case of any dividend declared on Shares that is payable in the form of Shares, the number of RSUs granted to the Employee shall be increased by a number equal to the product of (1) the aggregate number of RSUs held by the Employee on the record date for such dividend, multiplied by (2) the number of Shares (including any fraction thereof) payable as a dividend on a Share. In the case of any other change in the Shares occurring after the date hereof, the number of RSUs shall be adjusted as set forth in Section 4(b) of the Plan.

3. No Rights of a Stockholder. The Employee shall not have any rights as a stockholder of the Company until the Shares have been registered in the Company's register of stockholders.

4. Issuance of Shares subject to RSUs. (a) Subject to earlier issuance pursuant to this Section 4(a) or the terms of the Plan, on July 1, 2010 the Company shall issue, or cause there to be transferred, to the Employee a number of Shares equal to the aggregate number of RSUs granted to the Employee under this Agreement (rounded up to the next whole Share, if applicable) if the Employee continues to be employed by the Company on June 30, 2010. Notwithstanding anything to the contrary contained in the preceding sentence, on March 15, 2008 the Company shall issue, or cause there to be transferred, to the Employee a number of Shares equal to the aggregate number of RSUs granted to the Employee under this Agreement (rounded up to the next whole Share, if applicable) if the Employee continues to be employed by the Company on March 14, 2008 and the Company satisfies performance criteria established by the Board of Directors of the Company, or the Compensation Committee thereof, for the year ending December 31, 2007. The Company shall deliver to the Employee a notice setting forth in reasonable detail such performance criteria.

(b) If the Employee's employment with Company terminates for any reason, the RSUs shall immediately terminate without consideration; provided that if the Employee's employment terminates (i) due to death, the Company shall issue within 30 days, or cause there to be transferred within 30 days, to the Employee or his estate Shares equal to the unvested portion of the RSUs, to the extent not previously canceled or forfeited, or (ii) due to Disability (as defined below), without Cause (as defined in the Employment Agreement, dated as of June 3, 2003 (as amended, supplemented or otherwise modified, the "Employment Agreement"), between the Company and the Employee), or by the Employee for Good Reason (as defined in the Employment Agreement), the unvested portion of the RSUs, to the extent not previously canceled or forfeited, shall vest in accordance with the terms of this Agreement, but any conditions contained in this Agreement which would require the Employee to be an employee of the Company on a specified date shall have no force or effect. "Disability" shall mean the Employee is unable to perform the essential duties and functions of his position because of a disability, even with a reasonable accommodation, for one hundred eighty days within any three hundred sixty-five day period. Upon making a determination of Disability, the Company shall determine the date of the Employee's termination of employment. The waiver of the condition that the Employee be an employee of the Company contained above in the event of the termination of the Employee due to Disability, without Cause or by the Employee for Good Reason shall be conditioned upon the Employee executing a release in accordance with Section 6(f)(i) of the Employment Agreement.

5. Term. This Agreement shall terminate on July 1, 2010.

6. Non-transferable. The RSUs may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by the applicable laws of descent and distribution, and shall not be subject to execution, attachment or similar process. Any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of RSUs or of any right or privilege conferred hereby shall be null and void.

7. Withholding. Prior to delivery of the Shares pursuant to this Agreement, the Company shall determine the amount of any United States federal, state and local income tax, if any, which is required to be withheld under applicable law and shall, as a condition of delivery of certificates representing the Shares pursuant to this Agreement, collect from the Employee the amount of any such tax to the extent not previously withheld.

8. Rights of the Employee. Neither this Agreement nor the RSUs shall confer upon the Employee any right to, or guarantee of, continued employment by the Company, or in any way limit the right of the Company to terminate the employment of the Employee at any time, subject to the terms of any written employment or similar agreement between the Company and the Employee.

9. Professional Advice. The acceptance of the RSUs may have consequences under federal and state tax and securities laws that may vary depending upon the individual circumstances of the Employee. Accordingly, the Employee acknowledges that the Employee has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and the RSUs.

10. Agreement Subject to the Plan. This Agreement and the RSUs are subject to the terms and conditions set forth in the Plan, which terms and conditions are incorporated herein by reference. A copy of the Plan previously has been delivered to the Employee. This Agreement, the Employment Agreement and the Plan constitute the entire understanding between the Company and the Employee with respect to the RSUs.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, and shall bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the parties hereto.

12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when telecopied (with confirmation of transmission received by the sender), three business days after being sent by certified mail, postage prepaid, return receipt requested or one business day after being delivered to a nationally recognized overnight courier with next day delivery specified to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

Company:	Sirius Satellite Radio Inc. 1221 Avenue of the Americas 36 th Floor New York, New York 10020 Attention: General Counsel
Employee:	David J. Frear Address on file at the office of the Company

Notices sent by email or other electronic means not specifically authorized by this Agreement shall not be effective for any purpose of this Agreement.

13. Binding Effect. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by

applicable bankruptcy, insolvency, fraudulent conveyance or transfer, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SIRIUS SATELLITE RADIO INC.

EMPLOYEE:

By:

John H. Schultz
Senior Vice President,
Human Resources

David J. Frear

THE RSUs HAVE NOT BEEN REGISTERED UNDER STATE OR FEDERAL SECURITIES LAWS. THE RSUs MAY NOT BE TRANSFERRED EXCEPT BY WILL OR UNDER THE LAWS OF DESCENT AND DISTRIBUTION.

AMENDED AND RESTATED
SIRIUS SATELLITE RADIO 2003 LONG-TERM STOCK INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (this "Agreement"), dated as of August 9, 2005, between SIRIUS SATELLITE RADIO INC., a Delaware corporation (the "Company"), and JAMES E. MEYER (the "Employee").

1. Grant of RSUs. Subject to the terms and conditions of this Agreement, the Company hereby grants forty eight thousand and sixty seven (48,067) restricted stock units ("RSUs") to the Employee. This grant is made pursuant to the terms of the Amended and Restated Sirius Satellite Radio 2003 Long-Term Stock Incentive Plan (the "Plan"), which Plan, as amended from time to time, is incorporated herein by reference and made a part of this Agreement. Each RSU represents the unfunded, unsecured right of the Employee to receive one share of common stock, par value \$.001 per share, of the Company (each, a "Share") on the dates specified in this Agreement. Capitalized terms not otherwise defined herein have the same meanings as in the Plan.

2. Dividends. If on any date while RSUs are outstanding the Company shall pay any dividend on the Shares (other than a dividend payable in Shares), the number of RSUs granted to the Employee shall, as of the record date for such dividend payment, be increased by a number of RSUs equal to: (a) the product of: (x) the number of RSUs held by the Employee as of such record date, multiplied by (y) the per Share amount of any cash dividend (or, in the case of any dividend payable, in whole or in part, other than in cash, the per Share value of such dividend, as determined in good faith by the Company), divided by (b) the average closing price of a Share on the NASDAQ National Market on the 20 trading days preceding, but not including, such record date. In the case of any dividend declared on Shares that is payable in the form of Shares, the number of RSUs granted to the Employee shall be increased by a number equal to the product of: (1) the aggregate number of RSUs held by the Employee on the record date for such dividend, multiplied by (2) the number of Shares (including any fraction thereof) payable as a dividend on a Share. In the case of any other change in the Shares occurring after the date hereof, the number of RSUs shall be adjusted as set forth in Section 4(b) of the Plan.

3. No Rights of a Stockholder. The Employee shall not have any rights as a stockholder of the Company until the Shares representing the RSUs have been registered in the Company's register of stockholders.

4. Issuance of Shares subject to RSUs. (a) Subject to earlier issuance pursuant to the terms of the Plan, on August 9, 2006, the Company shall issue, or cause there to be transferred, to the Employee a number of Shares equal to the RSUs granted to the Employee under this Agreement if the Employee continues to be employed by the Company, or engaged by the Company as a consultant, on August 9, 2006.

(b) If the Employee's employment with the Company or engagement as a consultant for the Company terminates for any reason, the RSUs shall immediately terminate without consideration; provided that if the Employee's employment or consultant engagement terminates (i) due to death, the Company shall issue within 30 days, or cause there to be transferred within 30 days, to the Employee or his estate Shares equal to the unvested portion of the RSUs, to the extent not previously canceled or forfeited, or (ii) due to Disability (as defined below) or without Cause (as defined below), the unvested portion of the RSUs, to the extent not previously canceled or forfeited, shall vest in accordance with the terms of this Agreement, but any conditions contained in this Agreement which would require the Employee to be an employee or a consultant of the Company on a specified date shall have no force or effect. The waiver of the condition that the Employee be an employee or consultant of the Company contained above in the event of the termination of the Employee due to Disability or without Cause shall be conditioned upon the Employee executing a release substantially in accordance with Section 6(f) of the Employment Agreement, dated as of March 11, 2005, between the Company and the Employee.

(c) "Cause" shall mean the occurrence or existence of any of the following:

(i) a breach by the Employee of the terms of his employment or of his duty not to engage in any transaction that represents, directly or indirectly, self-dealing with the Company or any of its affiliates (which, for purposes hereof, shall mean any individual, corporation, partnership, association, limited liability company, trust, estate, or other entity or organization directly or indirectly controlling, controlled by, or under direct or indirect common control with the Company) which has not been approved by a majority of the disinterested directors of the Board of Directors, if in any such case such breach remains uncured after five days have elapsed following the date on which the Company gives the Employee written notice of such breach;

(ii) the breach by the Employee of any duty referred to in clause (i) above with respect to which at least one prior notice was given under clause (i);

(iii) any act of dishonesty, misappropriation, embezzlement, intentional fraud, or similar conduct by the Employee involving the Company or any of its affiliates;

(iv) the conviction or the plea of *nolo contendere* or the equivalent in respect of a felony;

(v) any damage of a material nature to any property of the Company or any of its affiliates caused by the Employee's willful or grossly negligent conduct;

(vi) the repeated nonprescription use of any controlled substance, or the repeated use of alcohol or any other non-controlled substance that the Board of Directors reasonably determines renders the Employee unfit to serve as an officer or employee of the Company or its affiliates;

(vii) the Employee's failure to comply with the Chief Executive Officer's or the Board of Director's reasonable written instructions; or

(viii) conduct by the Employee that in a good faith written determination of the Board of Directors demonstrates unfitness to serve as an officer or employee of the Company or its affiliates, including, without limitation, a failure of the Employee to cooperate with the Company in respect of any investigation, or a finding by the Board of Directors or any regulatory authority that the Employee committed acts of unlawful harassment or violated any other state, federal or local law or ordinance prohibiting discrimination in employment applicable to the business of the Company or any of its affiliates.

(d) "Disability" shall mean the Employee is unable to perform the essential duties and functions of his position because of a disability, even with a reasonable accommodation, for one hundred eighty days within any three hundred sixty-five day period. Upon making a determination of Disability, the Company shall determine the date of the Employee's termination of employment.

5. Term. This Agreement and the RSUs shall terminate on August 9, 2006.

6. Non-transferable. The RSUs may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by the applicable laws of descent and distribution, and shall not be subject to execution, attachment or similar process. Any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of RSUs or of any right or privilege conferred hereby shall be null and void.

7. Withholding. Prior to delivery of the Shares pursuant to this Agreement, the Company shall determine the amount of any United States federal, state and local income tax which is required to be withheld under applicable law and shall, as a condition of delivery of certificates representing the Shares pursuant to this Agreement, collect from the Employee the amount of any such tax to the extent not previously withheld.

8. Rights of the Employee. Neither this Agreement nor the RSUs shall confer upon the Employee any right to, or guarantee of, continued employment by the Company, or in any way limit the right of the Company to terminate the employment of the Employee at any time, subject to the terms of any written employment or similar agreement between the Company and the Employee.

9. Professional Advice. The acceptance of the RSUs may have consequences under federal and state tax and securities laws that may vary depending upon the individual circumstances of the Employee. Accordingly, the Employee acknowledges that the Employee

has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and the RSUs.

10. Agreement Subject to the Plan. This Agreement and the RSUs are subject to the terms and conditions set forth in the Plan, which terms and conditions are incorporated herein by reference. A copy of the Plan previously has been delivered to the Employee. This Agreement and the Plan constitute the entire understanding between the Company and the Employee with respect to the RSUs.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, and shall bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the parties hereto.

12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when telecopied (with confirmation of transmission received by the sender), three business days after being sent by certified mail, postage prepaid, return receipt requested or one business day after being delivered to a nationally recognized overnight courier with next day delivery specified to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

Company: Sirius Satellite Radio Inc.
1221 Avenue of the Americas
36th Floor
New York, New York 10020
Attention: General Counsel

Employee: Address on file at the
office of the Company

Notices sent by email or other electronic means not specifically authorized by this Agreement shall not be effective for any purpose of this Agreement.

13. Binding Effect. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or transfer, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SIRIUS SATELLITE RADIO INC.

EMPLOYEE:

By: /s/ John H. Schultz
John H. Schultz
Senior Vice President,
Human Resources

/s/ James E. Meyer
James E. Meyer
