

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

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 OR 15(d)  
of The Securities Exchange Act of 1934**

**Date of Report: March 30, 2022  
(Date of earliest event reported)**

**SUN COMMUNITIES, INC.**

(Exact name of registrant as specified in its charter)

**Maryland**  
(State or other jurisdiction  
of incorporation)

**1-12616**  
(Commission  
File Number)

**38-2730780**  
(IRS Employer  
Identification No.)

**27777 Franklin Rd.  
Suite 200  
Southfield, Michigan**  
(Address of Principal Executive Offices)

**48034**  
(Zip Code)

**(248) 208-2500**  
(Registrant's telephone number, including area code)

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, \$0.01 par value</b>	<b>SUI</b>	<b>New York Stock Exchange</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter):

- Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On March 30, 2022, the employment agreements between Sun Communities, Inc. (the “Company”), Sun Communities Operating Limited Partnership (the “Partnership”) and each of Gary A. Shiffman (the Company’s Chairman and Chief Executive Officer), John B. McLaren (the Company’s President and Chief Operating Officer), Karen J. Dearing, (the Company’s Executive Vice President, Chief Financial Officer, Treasurer and Secretary), Bruce Thelen (the Company’s Executive Vice President of Operations and Sales) and Aaron Weiss (the Company’s Executive Vice President of Corporate Strategy and Business Development) (each, an “Executive”) were amended.

Under the amendments, the scope and geographical restrictions of the non-competition and non-solicitation covenants that apply during each Executive’s employment and the twenty-four months thereafter were expanded to better align with the Company’s business and international growth.

Mr. Thelen’s amended employment agreement also eliminates the provision providing Mr. Thelen an annual 3% base salary increase.

Mr. Weiss’ amended employment agreement also eliminates the provision providing Mr. Weiss an annual bonus not less than Mr. Weiss’ then-current annual base salary for each subsequent year during the term of the employment agreement. Additionally, the amended employment agreement eliminates the provision providing Mr. Weiss restricted shares of the Company’s common stock having a minimum value annually during the term of the employment agreement.

The preceding description of the employment agreement amendments is qualified in its entirety by reference to the full text of the amendments, which are filed as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, Exhibit 10.4 and Exhibit 10.5 to this Form 8-K and incorporated by reference in this Item 5.02.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>First Amendment to Employment Agreement among Sun Communities, Inc., Sun Communities Operating Limited Partnership and Gary A. Shiffman dated March 30, 2022</u></a>
10.2	<a href="#"><u>First Amendment to Employment Agreement among Sun Communities, Inc., Sun Communities Operating Limited Partnership and John B. McLaren dated March 30, 2022</u></a>
10.3	<a href="#"><u>First Amendment to Employment Agreement among Sun Communities, Inc., Sun Communities Operating Limited Partnership and Karen J. Dearing dated March 30, 2022</u></a>
10.4	<a href="#"><u>First Amendment to Employment Agreement among Sun Communities, Inc., Sun Communities Operating Limited Partnership and Bruce Thelen dated March 30, 2022</u></a>
10.5	<a href="#"><u>First Amendment to Employment Agreement among Sun Communities, Inc., Sun Communities Operating Limited Partnership and Aaron Weiss dated March 30, 2022</u></a>
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

**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.

SUN COMMUNITIES, INC.

Dated: April 1, 2022

By: /s/ Karen J. Dearing

Karen J. Dearing, Executive Vice President,  
Chief Financial Officer, Secretary and Treasurer

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made and entered into as of March 30, 2022 (the "Effective Date"), by and among SUN COMMUNITIES, INC., a Maryland corporation (the "REIT"), SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership ("SCOLP"), and Gary A. Shiffman (the "Executive"). As used herein, "Company," shall refer to the REIT and SCOLP together.

**WITNESSETH:**

WHEREAS, the Company and Executive entered into that certain Employment Agreement as of March 29, 2021 (the "Employment Agreement"); and

WHEREAS, the Company and Executive desire to amend the Employment Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Section 13(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 13(a):

"The Executive will not, for a period commencing on Effective Date and ending upon the expiration of twenty-four (24) months following the termination of the Executive's employment under this Agreement for any reason, including, without limitation, the expiration of the term of this Agreement (the "Non-competition Period"), either directly or indirectly, engage in, or have an interest in or be associated with (whether as an officer, director, stockholder, partner, associate, employee, consultant, owner, contractor, or otherwise) any corporation, firm or enterprise which is engaged in the same business or businesses as the Company, including, without limitation, the development, ownership, leasing, management, financing or sales of manufactured housing or land lease communities, recreational vehicle resorts, camping or glamping resorts with detached dwellings, marinas, manufactured or other homes, or camping and glamping dwellings, anywhere within the United States or any other country or territory in which the Company or its subsidiaries engaged or planned to engage in any such business in the twelve (12) months preceding Executive's separation of employment; provided, however, that, notwithstanding anything to the contrary herein, (A) in the event that the Company terminates the Executive's employment hereunder without Cause, the Non-competition Period shall be reduced to twelve (12) months, and (B) the Executive may invest in any publicly held corporation engaged, if such investment does not exceed one percent (1%) in value of the issued and outstanding capital stock of such corporation, and the Executive does not directly or indirectly provide any services to such corporation."

2. Section 14(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 14(a):

“The Executive acknowledges and agrees that the restrictions set forth in this Agreement, including without limitation the time period, scope and geographical restrictions in Sections 12 and 13, are fair and reasonable. The Executive recognizes that Company conducts its business nationally and internationally and that these restrictions are reasonably tailored to protect Company’s legitimate, global business interests and Confidential Information. The Executive has contemplated the effect that these restrictions may have upon him following termination of employment with Company and that it will be necessary to structure his activities and operations so as not to violate this Agreement.”

3. Except as otherwise modified herein, the Employment Agreement shall remain in full force and effect consistent with its terms.

4. This Amendment shall be governed by and construed according to the laws of the State of Michigan.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Employment Agreement as of the date first written above.

**REIT:**

SUN COMMUNITIES, INC.,  
a Maryland corporation

By: /s/ Karen J. Dearing  
Karen J. Dearing, Chief Financial Officer

**SCOLP:**

SUN COMMUNITIES OPERATING LIMITED  
PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland  
corporation, its General Partner

By: /s/ Karen J. Dearing  
Karen J. Dearing, Chief Financial Officer

**EXECUTIVE:**

/s/ Gary A. Shiffman  
GARY A. SHIFFMAN

[Signature Page to First Amendment of Employment Agreement – Shiffman]

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made and entered into as of March 30, 2022 (the "Effective Date"), by and among SUN COMMUNITIES, INC., a Maryland corporation (the "REIT"), SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership ("SCOLP"), and John B. McLaren (the "Executive"). As used herein, "Company" shall refer to the REIT and SCOLP together.

**WITNESSETH:**

WHEREAS, the Company and Executive entered into that certain Employment Agreement as of March 29, 2021 (the "Employment Agreement"); and

WHEREAS, the Company and Executive desire to amend the Employment Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Section 13(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 13(a):

"The Executive will not, for a period commencing on Effective Date and ending upon the expiration of twenty-four (24) months following the termination of the Executive's employment under this Agreement for any reason, including, without limitation, the expiration of the term of this Agreement (the "Non-competition Period"), either directly or indirectly, engage in, or have an interest in or be associated with (whether as an officer, director, stockholder, partner, associate, employee, consultant, owner, contractor, or otherwise) any corporation, firm or enterprise which is engaged in the same business or businesses as the Company, including, without limitation, the development, ownership, leasing, management, financing or sales of manufactured housing or land lease communities, recreational vehicle resorts, camping or glamping resorts with detached dwellings, marinas, manufactured or other homes, or camping and glamping dwellings, anywhere within the United States or any other country or territory in which the Company or its subsidiaries engaged or planned to engage in any such business in the twelve (12) months preceding Executive's separation of employment; provided, however, that, notwithstanding anything to the contrary herein, (A) in the event that the Company terminates the Executive's employment hereunder without Cause, the Non-competition Period shall be reduced to twelve (12) months, and (B) the Executive may invest in any publicly held corporation engaged, if such investment does not exceed one percent (1%) in value of the issued and outstanding capital stock of such corporation, and the Executive does not directly or indirectly provide any services to such corporation."

2. Section 14(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 14(a):

“The Executive acknowledges and agrees that the restrictions set forth in this Agreement, including without limitation the time period, scope and geographical restrictions in Sections 12 and 13, are fair and reasonable. The Executive recognizes that Company conducts its business nationally and internationally and that these restrictions are reasonably tailored to protect Company’s legitimate, global business interests and Confidential Information. The Executive has contemplated the effect that these restrictions may have upon him following termination of employment with Company and that it will be necessary to structure his activities and operations so as not to violate this Agreement.”

3. Except as otherwise modified herein, the Employment Agreement shall remain in full force and effect consistent with its terms.

4. This Amendment shall be governed by and construed according to the laws of the State of Michigan.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Employment Agreement as of the date first written above.

**REIT:**

SUN COMMUNITIES, INC.,  
a Maryland corporation

By: /s/ Gary A. Shiffman  
Gary A. Shiffman, Chief Executive Officer

**SCOLP:**

SUN COMMUNITIES OPERATING LIMITED  
PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland corporation, its  
General Partner

By: /s/ Gary A. Shiffman  
Gary A. Shiffman, Chief Executive Officer

**EXECUTIVE:**

/s/ John B. McLaren  
JOHN B. MCLAREN

[Signature Page to First Amendment of Employment Agreement – McLaren]

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made and entered into as of March 30, 2022 (the "Effective Date"), by and among SUN COMMUNITIES, INC., a Maryland corporation (the "REIT"), SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership ("SCOLP"), and Karen J. Dearing (the "Executive"). As used herein, "Company" shall refer to the REIT and SCOLP together.

**WITNESSETH:**

WHEREAS, the Company and Executive entered into that certain Employment Agreement as of March 29, 2021 (the "Employment Agreement"); and

WHEREAS, the Company and Executive desire to amend the Employment Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Section 13(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 13(a):

"The Executive will not, for a period commencing on Effective Date and ending upon the expiration of twenty-four (24) months following the termination of the Executive's employment under this Agreement for any reason, including, without limitation, the expiration of the term of this Agreement (the "Non-competition Period"), either directly or indirectly, engage in, or have an interest in or be associated with (whether as an officer, director, stockholder, partner, associate, employee, consultant, owner, contractor, or otherwise) any corporation, firm or enterprise which is engaged in the same business or businesses as the Company, including, without limitation, the development, ownership, leasing, management, financing or sales of manufactured housing or land lease communities, recreational vehicle resorts, camping or glamping resorts with detached dwellings, marinas, manufactured or other homes, or camping and glamping dwellings, anywhere within the United States or any other country or territory in which the Company or its subsidiaries engaged or planned to engage in any such business in the twelve (12) months preceding Executive's separation of employment; provided, however, that, notwithstanding anything to the contrary herein, (A) in the event that the Company terminates the Executive's employment hereunder without Cause, the Non-competition Period shall be reduced to twelve (12) months, and (B) the Executive may invest in any publicly held corporation engaged, if such investment does not exceed one percent (1%) in value of the issued and outstanding capital stock of such corporation, and the Executive does not directly or indirectly provide any services to such corporation."

2. Section 14(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 14(a):

“The Executive acknowledges and agrees that the restrictions set forth in this Agreement, including without limitation the time period, scope and geographical restrictions in Sections 12 and 13, are fair and reasonable. The Executive recognizes that Company conducts its business nationally and internationally and that these restrictions are reasonably tailored to protect Company’s legitimate, global business interests and Confidential Information. The Executive has contemplated the effect that these restrictions may have upon him following termination of employment with Company and that it will be necessary to structure his activities and operations so as not to violate this Agreement.”

3. Except as otherwise modified herein, the Employment Agreement shall remain in full force and effect consistent with its terms.

4. This Amendment shall be governed by and construed according to the laws of the State of Michigan.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Employment Agreement as of the date first written above.

**REIT:**

SUN COMMUNITIES, INC.,  
a Maryland corporation

By: /s/ Gary A. Shiffman  
Gary A. Shiffman, Chief Executive Officer

**SCOLP:**

SUN COMMUNITIES OPERATING LIMITED  
PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland  
corporation, its General Partner

By: /s/ Gary A. Shiffman  
Gary A. Shiffman, Chief Executive Officer

**EXECUTIVE:**

/s/ Karen J. Dearing  
KAREN J. DEARING

[Signature Page to First Amendment of Employment Agreement – Dearing]

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made and entered into as of March 30, 2022 (the "Effective Date"), by and among SUN COMMUNITIES, INC., a Maryland corporation (the "REIT"), SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership ("SCOLP"), and Bruce Thelen (the "Executive"). As used herein, "Company" shall refer to the REIT and SCOLP together.

**WITNESSETH:**

WHEREAS, the Company and Executive entered into that certain Employment Agreement as of July 16, 2021 (the "Employment Agreement"); and

WHEREAS, the Company and Executive desire to amend the Employment Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Section 4(b) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 4(b):

"Base Compensation. As compensation for the services to be performed hereunder, the Company shall pay to the Executive, during his employment hereunder, an annual base salary of Five Hundred Thousand Dollars (\$500,000) (the "Base Salary"). The Base Salary shall be payable in accordance with the Company's usual pay practices (including tax withholding), but in no event less frequently than monthly."

2. Section 13(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 13(a):

"The Executive will not, for a period commencing on Effective Date and ending upon the expiration of twenty-four (24) months following the termination of the Executive's employment under this Agreement for any reason, including, without limitation, the expiration of the term of this Agreement (the "Non-competition Period"), either directly or indirectly, engage in, or have an interest in or be associated with (whether as an officer, director, stockholder, partner, associate, employee, consultant, owner, contractor, or otherwise) any corporation, firm or enterprise which is engaged in the same business or businesses as the Company, including, without limitation, the development, ownership, leasing, management, financing or sales of manufactured housing or land lease communities, recreational vehicle resorts, camping or glamping resorts with detached dwellings, marinas, manufactured or other homes, or camping and glamping dwellings, anywhere within the United States or any other country or territory in which the Company or its subsidiaries engaged or planned to engage in any such business in the twelve (12)

months preceding Executive's separation of employment; provided, however, that, notwithstanding anything to the contrary herein, (A) in the event that the Company terminates the Executive's employment hereunder without Cause, the Non-competition Period shall be reduced to twelve (12) months, and (B) the Executive may invest in any publicly held corporation engaged, if such investment does not exceed one percent (1%) in value of the issued and outstanding capital stock of such corporation, and the Executive does not directly or indirectly provide any services to such corporation."

3. Section 14(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 14(a):

"The Executive acknowledges and agrees that the restrictions set forth in this Agreement, including without limitation the time period, scope and geographical restrictions in Sections 12 and 13, are fair and reasonable. The Executive recognizes that Company conducts its business nationally and internationally and that these restrictions are reasonably tailored to protect Company's legitimate, global business interests and Confidential Information. The Executive has contemplated the effect that these restrictions may have upon him following termination of employment with Company and that it will be necessary to structure his activities and operations so as not to violate this Agreement."

4. Except as otherwise modified herein, the Employment Agreement shall remain in full force and effect consistent with its terms.

5. This Amendment shall be governed by and construed according to the laws of the State of Michigan.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Employment Agreement as of the date first written above.

**REIT:**

SUN COMMUNITIES, INC.,  
a Maryland corporation

By: /s/ Gary A. Shiffman  
Gary A. Shiffman, Chief Executive Officer

**SCOLP:**

SUN COMMUNITIES OPERATING LIMITED  
PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland  
corporation, its General Partner

By: /s/ Gary A. Shiffman  
Gary A. Shiffman, Chief Executive Officer

**EXECUTIVE:**

/s/ Bruce Thelen  
BRUCE THELEN

[Signature Page to First Amendment of Employment Agreement – Thelen]

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made and entered into as of March 30, 2022 (the "Effective Date"), by and among SUN COMMUNITIES, INC., a Maryland corporation (the "REIT"), SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership ("SCOLP"), and Aaron Weiss (the "Executive"). As used herein, "Company" shall refer to the REIT and SCOLP together.

**WITNESSETH:**

WHEREAS, the Company and Executive entered into that certain Employment Agreement as of October 18, 2021 (the "Employment Agreement"); and

WHEREAS, the Company and Executive desire to amend the Employment Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Section 4(c) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 4(c):

"Annual Bonus. Executive will be eligible to receive a bonus (the "Bonus") for each calendar year during the Term (each, a "Bonus Year"). The amount of any Bonus for any Bonus Year shall be determined by the Compensation Committee of the Board. In determining the Bonus for any Bonus Year, the Compensation Committee in its sole discretion may take into account such criteria as it deems relevant or necessary in its discretion, including, without limitation, whether Executive fulfills any individual goals and objectives for such Bonus Year set by the Board or Compensation Committee, the Company's performance and industry factors. Any such individual and Company goals and objectives may be, but need not be, set forth in a written plan approved by the Compensation Committee before or during any Bonus Year. The determination of the Bonus shall be made by the Compensation Committee of the Board no later than March 7<sup>th</sup> of the following calendar year and any Bonus shall be paid, in cash, to the Executive on or before March 15<sup>th</sup> of such following calendar year."

2. Section 4(f) of the Employment Agreement is hereby deleted in its entirety.

3. Section 13(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 13(a):

"The Executive will not, for a period commencing on the Effective Date and ending upon the expiration of twenty-four (24) months following the termination of the Executive's employment under this Agreement for any reason, including, without limitation, the expiration of the term of this Agreement (the "Non-competition Period"), either directly or

indirectly, engage in, or have an interest in or be associated with (whether as an officer, director, stockholder, partner, associate, employee, consultant, owner, contractor, or otherwise) any corporation, firm or enterprise which is engaged in the same business or businesses as the Company, including, without limitation, the development, ownership, leasing, management, financing or sales of manufactured housing or land lease communities, recreational vehicle resorts, camping or glamping resorts with detached dwellings, marinas, manufactured or other homes, or camping and glamping dwellings, anywhere within the United States or any other country or territory in which the Company or its subsidiaries engaged or planned to engage in any such business in the twelve (12) months preceding Executive's separation of employment; provided, however, that, notwithstanding anything to the contrary herein, (A) in the event that the Company terminates the Executive's employment hereunder without Cause, the Non-competition Period shall be reduced to twelve (12) months, and (B) the Executive may invest in any publicly held corporation engaged, if such investment does not exceed one percent (1%) in value of the issued and outstanding capital stock of such corporation, and the Executive does not directly or indirectly provide any services to such corporation."

4. Section 14(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following Section 14(a):

"The Executive acknowledges and agrees that the restrictions set forth in this Agreement, including without limitation the time period, scope and geographical restrictions in Sections 12 and 13, are fair and reasonable. The Executive recognizes that Company conducts its business nationally and internationally and that these restrictions are reasonably tailored to protect Company's legitimate, global business interests and Confidential Information. The Executive has contemplated the effect that these restrictions may have upon him following termination of employment with Company and that it will be necessary to structure his activities and operations so as not to violate this Agreement."

5. Except as otherwise modified herein, the Employment Agreement shall remain in full force and effect consistent with its terms.

6. This Amendment shall be governed by and construed according to the laws of the State of Michigan.

7. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Employment Agreement as of the date first written above.

**REIT:**

SUN COMMUNITIES, INC.,  
a Maryland corporation

By: /s/ Gary A. Shiffman  
Gary A. Shiffman, Chief Executive Officer

**SCOLP:**

SUN COMMUNITIES OPERATING LIMITED  
PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland corporation, its  
General Partner

By: /s/Gary A. Shiffman  
Gary A. Shiffman, Chief Executive Officer

**EXECUTIVE:**

/s/ Aaron Weiss  
AARON WEISS

[Signature Page to First Amendment of Employment Agreement – Aaron Weiss]