
**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: February 4, 2008
(Date of earliest event reported)**

SUN COMMUNITIES, INC.

(Exact name of registrant as specified in its charter)

Maryland
(State of Organization)

Commission File No. 1-12616

38-2730780
(IRS Employer I.D. No.)

**27777 Franklin Road
Suite 200
Southfield, Michigan 48034**
(Address of principal executive offices)

(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))
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ITEM 1.01. Entry into a Material Definitive Agreement

Please see the disclosures under Item 5.02 below regarding new employment agreements entered into with John B. McLaren, the Company's newly appointed chief operating officer, and Karen J. Dearing, the Company's newly appointed chief financial officer, and the related restricted stock award agreements awarding each executive 10,000 restricted shares pursuant to the terms and conditions disclosed therein.

ITEM 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

(b) Effective as of February 5, 2008, pursuant to mutual agreement between the Company and each of the respective individuals involved as part of a management realignment: Gary A. Shiffman will relinquish the title of President of the Company, but will remain as Chairman of the Board and Chief Executive Officer; Brian W. Fannon will no longer serve as Chief Operating Officer or Executive Vice President of the Company, but will be appointed President of the Company as disclosed more fully below; and Jeffrey P. Jorissen will no longer serve as Executive Vice President or Chief Financial Officer of the Company, but will remain with the Company as an advisor to senior management.

(c)

On February 5, 2008, the board of directors of Sun Communities, Inc. (the "Company") appointed John B. McLaren to serve as Executive Vice President and Chief Operating Officer until his successor is elected and qualifies. Mr. McLaren succeeds Brian W. Fannon in those roles.

John B. McLaren, age 37, brings twelve years of manufactured housing industry experience, more than five of which were served in various roles at the Company. Prior to his appointment as Executive Vice President and Chief Operating Officer, Mr. McLaren served, since August 2005, as Senior Vice President of Sun Homes Services ("SHS") (a subsidiary of Sun Communities, Inc.) with overall responsibility for homes sales and leasing. Prior to that, Mr. McLaren was a Regional Vice President for Apartment Investment & Management Company (AIMCO), a Real Estate Investment Trust engaged in leasing apartments. Prior to AIMCO, Mr. McLaren spent approximately three years as Vice President of Leasing & Service for SHS with responsibility for developing and leading the Rental Home Program.

On February 5, 2008, the Company entered into an employment agreement with Mr. McLaren. The effective date of the employment agreement is February 5, 2008. The following brief description of this employment agreement is qualified in its entirety by reference to the full text of the agreement, a copy of which is attached to the Report as Exhibit 10.1.

Mr. McLaren's employment agreement is for an initial term commencing on February 5, 2008 and ending on December 31, 2010. The employment agreement is automatically renewable for successive one year terms thereafter unless either party timely terminates the agreement. Pursuant to the employment agreement, Mr. McLaren is paid an annual base salary of \$265,000, which will be increased by an annual cost of living adjustment beginning with calendar year 2009. In addition to his base salary and in accordance with the terms of his employment agreement, Mr. McLaren is eligible for an annual incentive compensation (a "Bonus"), in the sole discretion of the Compensation Committee, of up to 100% of his then current base salary.

In connection with the execution of the employment agreement, and pursuant to a restricted stock award agreement, a copy of which is attached to the Report as Exhibit 10.2, the Company issued Mr. McLaren 10,000 restricted shares of the Company's common stock. Thirty-five percent (35%) of the shares will vest on the fourth anniversary date of the Effective Date, thirty five percent (35%) on the fifth anniversary date, twenty percent (20%) on the sixth anniversary date, five percent (5%) on the seventh anniversary date and the remainder shall vest on the tenth anniversary of the Effective Date.

There are no family relationships between Mr. McLaren and any director or executive officer of the Company which would require disclosure under Item 401(d) of Regulation S-K.

On February 5, 2008, the board of directors of Sun Communities, Inc. (the "Company") appointed Karen J. Dearing to serve as Executive Vice President, Chief Financial Officer, Secretary and Treasurer until her successor is elected and qualifies. Ms. Dearing succeeds Jeffrey P. Jorissen in those roles.

Karen J. Dearing, age 43, was formerly the Senior Vice President and Corporate Controller of the Company where she was responsible for the overall management of the Company's accounting and finance departments and all internal and external financial reporting. Prior to that she was the Director of Finance of the Company from 1998-2002 where she worked extensively with accounting and finance matters related to the Company's ground up developments and expansions. Prior to working for the Company, Ms. Dearing had eight years of experience as the Financial Controller of a privately-owned automotive supplier specializing in critical automotive fasteners and five years experience as a Certified Public Accountant with Deloitte & Touche.

On February 5, 2008, the Company entered into an employment agreement with Ms. Dearing. The effective date of the employment agreement is February 5, 2008 (the "Effective Date"). The following brief description of this employment agreement is qualified in its entirety by reference to the full text of the agreement, a copy of which is attached to the Report as Exhibit 10.3.

Ms. Dearing's employment agreement is for an initial term commencing on February 5, 2008 and ending on December 31, 2010. The employment agreement is automatically renewable for successive one year terms thereafter unless either party timely terminates the agreement. Pursuant to the employment agreement, Ms. Dearing is paid an annual base salary of \$245,000 in the first year, \$265,000 in the second year and \$290,000 thereafter, subject to adjustments in accordance with the annual cost of living. In addition to her base salary and in accordance with the terms of her employment agreement, Ms. Dearing is eligible for an annual incentive compensation (a "Bonus"), in the sole discretion of the Compensation Committee, of up to 100% of her then current base salary.

In connection with the execution of the employment agreement, and pursuant to a restricted stock award agreement, a copy of which is attached to the Report as Exhibit 10.4, the Company issued Ms. Dearing 10,000 restricted shares of the Company's common stock. Thirty-five percent (35%) of the shares will vest on the fourth anniversary date of the Effective Date, thirty five percent (35%) on the fifth anniversary date, twenty percent (20%) on the sixth anniversary date, five percent (5%) on the seventh anniversary date and the remainder shall vest on the tenth anniversary of the Effective Date.

There are no family relationships between Ms. Dearing and any director or executive officer of the Company which would require disclosure under Item 401(d) of Regulation S-K.

On February 5, 2008, the board of directors of Sun Communities, Inc. (the "Company") appointed Brian W. Fannon to serve as President until his successor is elected and qualifies. Mr. Fannon succeeds Gary A. Shiffman in that role.

Brian W. Fannon, age 59, joined the Company in May 1994 as Senior Vice President-Operations and became Chief Operating Officer in 1995 and an Executive Vice President in March 2003. Prior to joining the Company, he worked for Lautrec, Ltd., then the largest manufactured housing community owner-operator in the United States, where he was responsible for operations comprising 25,000 sites and 300 employees, and Quality Homes, Inc., its sales and marketing division. He joined that organization in 1978 as a regional manager and became President in 1986. Mr. Fannon was appointed by Governor Milliken to the Michigan Mobile Home Commission in 1977, the year of its inception. Subsequent appointments by Governors Blanchard and Engler have enabled Mr. Fannon to serve on such commission, including serving as its chairman from 1986 to 1994, and Mr. Fannon has again been serving as the chairman of the Michigan Mobile Home Commission since 1998. In 2002, Mr. Fannon was elected to the Board of Directors of the Manufactured Housing Institute and Mr. Fannon was elected to the RV/MH Hall of Fame in 2003.

The Company previously entered into an employment agreement with Mr. Fannon, effective as of January 1, 2005, as amended, which remains in effect until terms of an amended and restated employment agreement are negotiated between the parties.

There are no family relationships between Mr. Fannon and any director or executive officer of the Company which would require disclosure under Item 401(d) of Regulation S-K.

ITEM 8.01 Other Events

Press Release

On February 6, 2008, Sun Communities, Inc. (the "Company") issued a press release, filed as Exhibit 99.1, announcing the promotion of John B. McLaren, formerly Senior Vice President, to Executive Vice President and Chief Operating Officer, succeeding Brian W. Fannon in those roles; the promotion of Karen J. Dearing, formerly Senior Vice President and Corporate Controller, to the positions of Executive Vice President, Chief Financial Officer, Treasurer and Secretary, succeeding Jeffrey P. Jorissen in those roles; and the appointment of Brian Fannon, formerly Chief Operating Officer, to President, succeeding Gary A. Shiffman in that role.

Termination of the Company's Dividend Reinvestment and Stock Purchase Plan

The Board of Directors of Sun Communities, Inc. (the "Company") decided to terminate the Company's Dividend Reinvestment and Stock Purchase Plan, dated March 18, 1997 (the "Plan"), effective February 4, 2008. The recently declared \$0.63 per share dividend payable on January 22, 2008 to shareholders of record as of January 11, 2008 was the final dividend to be reinvested under the Plan. A letter was sent to participants in the Plan notifying them of the Plan's termination. A copy of the letter has been attached as exhibit 99.2 to this Report.

ITEM 9.01. Financial Statements and Exhibits

(d) *Exhibits.*

EXHIBIT #	DESCRIPTION
10.1	Employment Agreement, dated February 5, 2008 by and among the Company and John B. McLaren
10.2	Restricted Stock Award Agreement, dated February 5, 2008 by and among the Company and John B. McLaren
10.3	Employment Agreement, dated February 5, 2008 by and among the Company and Karen J. Dearing
10.4	Restricted Stock Award Agreement, dated February 5, 2008 by and among the Company and Karen J. Dearing
99.1	Press release dated February 6, 2008, relating to a change in executive officers
99.2	Letter to participants in the Company's Dividend Reinvestment and Stock Purchase Plan

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.

Dated: February 7, 2008

SUN COMMUNITIES, INC.

By: /s/ Karen J. Dearing

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

SUN COMMUNITIES, INC.
EXHIBIT INDEX

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of February 5, 2008 (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, SCOLP operates the business of the REIT;

WHEREAS, the REIT is the sole general partner of SCOLP;

WHEREAS, Executive has historically provided services not only to the REIT, but also to SCOLP; and

WHEREAS, the Company desires to continue the employment of the Executive, and the Executive desires to continue to be employed by the Company, on the terms and subject to the conditions set forth below.

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. Employment.

(a) The Company agrees to employ the Executive and the Executive accepts the employment, on the terms and subject to the conditions set forth below. During the Term (defined below), the Executive shall serve as Executive Vice President and Chief Operating Officer of the REIT, and shall do and perform diligently all such services, acts and things as are customarily done and performed by such officers of companies in similar business and in size to the REIT, together with such other duties as may reasonably be requested from time to time by the REIT's Chief Executive Officer or the Board of Directors of the REIT (the "Board"), which duties shall be consistent with the Executive's positions as set forth above.

(b) For service as an officer and employee of the Company, the Executive shall be entitled to the full protection of the applicable indemnification provisions of the Articles of Incorporation and Bylaws of the REIT, as they may be amended from time to time.

2. Term of Employment.

(a) Subject to the provisions for termination provided below, the term of the Executive's employment under this Agreement shall commence on the Effective Date and shall continue thereafter until December 31, 2010 (the "Initial Term"); provided, however, that following the expiration of the Initial Term, the term of this Agreement shall be automatically extended for successive terms of one (1) year each thereafter (each a "Renewal Term"), unless either party notifies the other party in writing of its desire to terminate this Agreement at least ninety (90) days before the end of the Initial Term or the Renewal Term then in effect. The Initial Term and each Renewal Term are

collectively referred to as the "Term."

(b) Executive acknowledges and agrees that Executive is an "at-will" employee and that Executive's employment may be terminated, with or without cause, at the option of Executive or the REIT.

3. Devotion to the Company's Business. The Executive shall devote his best efforts, knowledge, skill, and his entire productive time, ability and attention to the business of the Company during the term of this Agreement.

4. Compensation.

(a) During the Term, the Company shall pay or provide, as the case may be, to the Executive the compensation and other benefits and rights set forth in paragraphs 4, 5 and 6 of this Agreement.

(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 (the "Base Salary") of Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) payable in accordance with the Company's usual pay practices (including tax withholding), but in no event less frequently than monthly, but subject to adjustment pursuant to Section 4(c) below.

(c) COLA Adjustment. At the beginning of each calendar year of this Agreement, commencing with January 1, 2009 (each an "Adjustment Date"), Executive's Base Salary shall be increased in accordance with the increase, if any, in the cost of living during the preceding one year as determined by the percentage increase in the Consumers Price Index-All Urban Consumers (U.S. City Average/all items) published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"). The average Index for years 2006 and 2007 shall be considered the "Base." The Base Salary for the calendar year following each Adjustment Date shall be the Base Salary specified in Paragraph 4(b) increased by the percentage increase, if any, in the Index for the calendar year immediately preceding the Adjustment Date over the Base. In the event the Index shall cease to be published or the formula underlying the Index shall change materially from the formula used for the Index as of the date hereof, then there shall be substituted for the Index such other index of similar nature as is then generally recognized and accepted. In no event shall the Base Salary during each adjusted calendar year be less than that paid during the preceding year of this Agreement.

(d) Bonus. Executive will be eligible to receive a discretionary bonus for each calendar year during the Term (the "Bonus"). The amount of any Bonus shall be determined in the sole discretion of the Compensation Committee of the Board and shall be an amount of up to 100% of the Base Salary for each calendar year that the Executive is employed under this Agreement ("Bonus Year"), which Bonus shall be determined and calculated with respect to each Bonus Year as follows: (i) the Executive shall receive a Bonus in the amount of up to 50% of the then current Base Salary in the sole discretion of the Compensation Committee based on a written plan generated by the Compensation Committee of the Board by March 15 of each year; and (ii) up to an additional 50% the then current Base Salary may be awarded to the Executive in the sole discretion of the Compensation Committee based on any other criteria. The determination of the Bonus shall be made by the Compensation Committee of the Board no later than March 7 of the following calendar year.

(e) Disability. During any period that the Executive fails to perform his

duties hereunder as a result of incapacity due to physical or mental illness (the “Disability Period”), the Executive shall continue to receive his full Base Salary, Bonus and other benefits at the rate in effect for such period until his employment is terminated by the Company pursuant to paragraph 7(a)(iii) below; provided, however, that payments so made to the Executive during the Disability Period shall be reduced by the sum of the amounts, if any, which were paid to the Executive at or prior to the time of any such payment under disability benefit plans of the Company.

(f) Restricted Stock. On the Effective Date, the REIT shall grant and issue to Executive (the “Restricted Stock Award”) 10,000 shares of the REIT’s common stock (the “Shares”). The grant of the Restricted Stock Award shall be subject to the terms and conditions contained in the REIT’s standard Restricted Stock Award Agreement (the “Restricted Stock Award Agreement”) and all applicable terms and conditions of the REIT’s Amended and Restated 1993 Stock Option Plan. In addition to the foregoing, the Restricted Stock Award shall vest as follows: (i) thirty-five percent (35%) of the Shares (rounded down to the nearest whole number) shall vest on the fourth anniversary of the Effective Date; (ii) thirty-five percent (35%) of the Shares (rounded down to the nearest whole number) shall vest on the fifth anniversary of the Effective Date; (iii) twenty percent (20%) of the Shares (rounded down to the nearest whole number) shall vest on the sixth anniversary of the Effective Date; (iv) five percent (5%) of the Shares (rounded down to the nearest whole number) shall vest on the seventh anniversary of the Effective Date; and (v) the remainder of the Shares shall vest on the tenth anniversary of the Effective Date. The grant of the Restricted Stock Award is expressly conditioned upon the Executive’s execution of the Restricted Stock Award Agreement.

5. Benefits.

(a) Insurance. The Company shall provide to the Executive life, medical and hospitalization insurance for himself, his spouse and eligible family members as may be determined by the Board to be consistent with the Company’s standard policies.

(b) Benefit Plans. The Executive, at his election, may participate, during his employment hereunder, in all retirement plans, 401(K) plans and other benefit plans of the Company generally available from time to time to other executive employees of the Company and for which the Executive qualifies under the terms of the plans (and nothing in this Agreement shall or shall be deemed to in any way affect the Executive’s right and benefits under any such plan except as expressly provided herein). At the discretion of the Compensation Committee of the Board, the Executive may also be entitled to participate in any equity, stock option or other employee benefit plan that is generally available to senior executives of the Company. In addition to the foregoing, the Executive’s participation in and benefits under any such plan shall be on the terms and subject to the conditions specified in the governing document of the particular plan. Nothing contained in this Agreement shall be construed to create any obligation on the part of the Company to establish any such plan or to maintain the effectiveness of any such plan which may be in effect from time to time.

(c) Annual Vacation. The Executive shall be entitled to four (4) weeks vacation time each year, without loss of compensation. The Executive shall not take more than fourteen (14) consecutive calendar days of vacation without the prior approval of the REIT’s Chief Executive Officer. Unless otherwise approved by the Chief Executive Officer of the REIT, in the event that the Executive does not take the total amount of vacation time authorized under this Agreement during any calendar year, such vacation time shall not accrue and the Executive shall forfeit any such unused vacation time. In the event this Agreement is terminated for any reason whatsoever, the Executive

shall not be entitled to receive any payment for unused vacation time.

6. Reimbursement of Business Expenses. The Company shall reimburse the Executive for travel, entertainment and other expenses reasonably and necessarily incurred by the Executive in the performance of his duties under this Agreement. The Executive shall furnish such documentation with respect to reimbursement to be paid hereunder as the Company shall reasonably request.

7. Termination of Employment.

(a) The Executive's employment under this Agreement may be terminated:

- (i) by either the Executive or the REIT at any time for any reason whatsoever or for no reason upon not less than sixty (60) days written notice;
- (ii) by the REIT at any time for "cause" as defined below, without prior notice;
- (iii) by the REIT upon the Executive's "permanent disability" (as defined below) upon not less than thirty (30) days written notice; and
- (iv) upon the Executive's death.

(b) For purposes hereof, for "cause" shall mean: (i) a material breach of any provision of this Agreement by Executive (if the breach is curable, it will constitute cause only if it continues uncured for a period of twenty (20) days after Executive's receipt of written notice of such breach from the Company); (ii) Executive's failure or refusal, in any material manner, to perform all lawful services required of him pursuant to this Agreement, which failure or refusal continues for more than twenty (20) days after Executive's receipt of written notice of such deficiency; (iii) Executive's commission of fraud, embezzlement or theft, or a crime constituting moral turpitude, in any case, whether or not involving Company, that in the reasonable good faith judgment of the REIT, renders Executive's continued employment harmful to the Company; (iv) Executive's misappropriation of Company assets or property, including, without limitation, obtaining reimbursement through fraudulent vouchers or expense reports; or (v) Executive's conviction or the entry of a plea of guilty or no contest by Executive with respect to any felony or other crime that, in the reasonable good faith judgment of the REIT, adversely affects the Company or its reputation or business.

(c) For purposes hereof, the Executive's "permanent disability" shall be deemed to have occurred if Executive has become unable to perform the essential functions and responsibilities of his position with reasonable accommodation, as required under the Americans with Disabilities Act, as the same has and may be amended (the "ADA"), by virtue of a disability (as defined under the ADA).

8. Compensation Upon Termination or Disability.

(a) In the event that the REIT terminates the Executive's employment under this Agreement without "cause" pursuant to paragraph 7(a)(i), (i) the Executive shall be entitled to any accrued and unpaid Base Salary, Bonus and benefits through the effective date of such termination, prorated for the number of days actually employed in the then current calendar year, which shall be paid by the Company to the Executive within thirty (30) days of the effective date of such termination (or such later date as may be required

in order to determine the amount of any Bonus due to the Executive), and (ii) subject to the Executive's execution of a general release of claims in a form satisfactory to the Company, the Company shall pay the Executive monthly an amount equal to one-twelfth (1/12) of the Base Salary (at the rate that would otherwise have been payable under this Agreement) for a period of up to twelve (12) months if the Executive fully complies with paragraph 12 of this Agreement (the "Severance Payment"). Notwithstanding the foregoing, the Company, in its sole discretion, may elect to make the Severance Payment to the Executive in one lump sum due within thirty (30) days of the Executive's termination of employment and the Severance Payment shall not be due Executive if Executive is entitled to Change in Control Benefits (as defined in paragraph 10 below).

(b) In the event of termination of the Executive's employment under this Agreement for "cause" or if the Executive voluntarily terminates his employment hereunder, the Executive shall be entitled to no further compensation or other benefits under this Agreement, except only as to any accrued and unpaid Base Salary and benefits through the effective date of such termination, prorated for the number of days actually employed in the then current calendar year.

(c) In the event of termination of the Executive's employment under this Agreement due to the Executive's permanent disability or death, (i) the Executive (or his successors and assigns in the event of his death) shall be entitled to any accrued and unpaid Base Salary, Bonus and benefits through the effective date of such termination, prorated for the number of days actually employed in the then current calendar year, which shall be paid by the Company to the Executive or his successors and assigns, as appropriate, within thirty (30) days of the effective date of such termination, and (ii) the Company shall pay the Executive monthly an amount equal to one-twelfth (1/12) of the Base Salary (at the rate that would otherwise have been payable under this Agreement) for a period of up to twelve (12) months if the Executive fully complies with paragraph 12 of this Agreement (the "Disability Payment"); provided, however, that payments so made to the Executive shall be reduced by the sum of the amounts, if any, which: (i) were paid to the Executive at or prior to the time of any such payment under any death or disability benefit plans of the Company, and (ii) did not previously reduce the Base Salary, Bonus and other benefits due the Executive under paragraph 4(e) of this Agreement. Notwithstanding the foregoing, the Company, in its sole discretion, may elect to make the Disability Payment to the Executive in one lump sum due within thirty (30) days of the Executive's termination of employment. The Executive agrees to cooperate in any reasonable requirement to undertake a medical physical examination as may be reasonably requested by an insurance carrier in the event that the Company decides to incur additional death or disability insurance coverage on the Executive in order to cover any amount of the Disability Payment that may become due.

(d) Notwithstanding anything to the contrary in this paragraph 8, the Company's obligation to pay, and the Executive's right to receive, any compensation under this paragraph 8, including, without limitation, the Severance Payment and the Disability Payment, shall terminate upon the Executive's breach of any provision of paragraph 12 hereof. In addition, the Executive shall promptly forfeit any compensation received from the Company under this paragraph 8, including, without limitation, the Severance Payment and the Disability Payment, upon the Executive's breach of any provision of paragraph 12 hereof.

9. Resignation of Executive. Upon any termination of the Executive's employment under this Agreement, the Executive shall be deemed to have resigned from any and all offices and directorships held by the Executive in the Company and/or any of the Affiliates (as defined below).

10. Effect of Change in Control.

(a) The Company or its successor shall pay the Executive the Change in Control Benefits (as defined below) if there has been a Change in Control (as defined below) and any of the following events has occurred (each a "Triggering Event"): (i) the Executive's employment under this Agreement is terminated by the Company or its successor in accordance with paragraph 7(a)(i) at any time within twenty-four (24) months after the Change in Control, (ii) upon a Change in Control under paragraph 10(f)(ii), the Company or its successor does not expressly assume all of the terms and conditions of this Agreement, or (iii) there are less than eighteen (18) months remaining under the Initial Term of this Agreement (without regard to the last clause of Paragraph 2 hereof).

(b) For purposes of this Agreement, the "Change in Control Benefits" shall mean the following benefits:

(i) A cash payment equal to (I) two and 99/100 (2.99) times the Base Salary in effect on the date of such Change in Control, less (II) any amounts paid to Executive under this Agreement following a Change in Control, but prior to the occurrence of a Triggering Event, payable within sixty (60) days of the Change in Control or, in the event that the cessation of Executive's employment hereunder triggers the Change in Control Benefits, payable within thirty (30) days after such cessation of employment; and

(ii) Continued receipt of all compensation and benefits set forth in paragraphs 5(a) and 5(b) of this Agreement, until the earlier of (I) one year following the Change in Control (subject to the Executive's COBRA rights) or (II) the commencement of comparable coverage from another employer. The provision of any one benefit by another employer shall not preclude the Executive from continuing participation in Company benefit programs provided under this paragraph 10(b)(ii) that are not provided by the subsequent employer. The Executive shall promptly notify the Company upon receipt of benefits from a new employer comparable to any benefit provided under this paragraph 10(b)(ii).

(c) Notwithstanding anything to the contrary herein, (i) in the event that the Executive's employment under this Agreement is terminated by the Company or its successor in accordance with paragraph 7(a)(i) within sixty (60) days prior to a Change in Control, such termination shall be deemed to have been made in connection with the Change in Control and the Executive shall be entitled to the Change in Control Benefits.

(d) The Change in Control Benefits shall be in addition to the acceleration of the vesting of, and the extension of the time for exercise of, stock options as a result of the Change in Control.

(e) Notwithstanding anything to the contrary contained herein, in the event it shall be determined that any compensation payment or distribution by the Company to or for the benefit of the Executive would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), the Change in Control Benefits will be reduced to the extent necessary so that no excise tax will be imposed, but only if to do so would result in the Executive retaining a larger amount, on an after-tax basis, taking into account the excise and income taxes imposed on all payments made to the Executive hereunder.

(f) For purposes of this Agreement, a “Change in Control” shall be deemed to have occurred upon the closing of any of the following transactions:

(i) if any person or group of persons acting together (other than (a) the Company or any person (I) who as of the date hereof was a director or officer of the REIT, or (II) whose shares of Common Stock of the REIT are treated as “beneficially owned” by any such director or officer, or (b) any institutional investor (filing reports under Section 13(g) rather than 13(d) of the Securities Exchange Act of 1934, as amended, including any employee benefit plan or employee benefit trust sponsored by the Company)), becomes a beneficial owner, directly or indirectly, of securities of the REIT representing fifty percent (50%) or more of either the then-outstanding Common Stock of the REIT or the combined voting power of the REIT then-outstanding voting securities (other than as a result of an acquisition of securities directly from the REIT);

(ii) if the Company sells all or substantially all of the Company’s assets to any person (other than a wholly-owned subsidiary of the Company formed for the purpose of changing the Company’s corporate domicile);

(iii) if the Company merges or consolidates with another person as a result of which the shareholders of the REIT immediately prior to such merger or consolidation would beneficially own (directly or indirectly), immediately after such merger or consolidation, securities of the surviving entity representing less than fifty percent (50%) of the then outstanding voting securities of the surviving entity; or

(iv) if the new directors appointed to the Board during any twelve-month period constitute a majority of the members of the Board, unless (I) the directors who were in office for at least twelve (12) months prior to such twelve-month period (the “Incumbent Directors”) plus (II) the new directors who were recommended or appointed by a majority of the Incumbent Directors constitutes a majority of the members of the Board.

For purposes of this paragraph 10(f), a “person” includes an individual, a partnership, a corporation, an association, an unincorporated organization, a trust or any other entity.

11. Stock Awards. In the event of termination of the Executive’s employment under this Agreement for “cause”, all stock options or other stock based compensation awarded to the Executive shall lapse and be of no further force or effect whatsoever in accordance with the Company’s equity incentive plans. If the Company terminates the Executive’s employment under this Agreement without “cause” or upon the death or permanent disability of the Executive, all stock options and other stock based compensation awarded to the Executive shall become fully vested and immediately exercisable, subject to the restrictions of Section 9.02 of the Company’s Amended and Restated 1993 Stock Option Plan. Upon a Change in Control, all stock options or other stock based compensation awarded to the Executive shall become fully vested and immediately exercisable and may be exercised by the Executive at any time within one (1) year after the Change in Control. All Stock Option Agreements between the Company and the Executive shall be amended to conform to the provisions of this paragraph 11. In the event of an inconsistency between this paragraph 11 and such Stock Option Agreements, this paragraph 11 shall control.

12. Covenant Not To Compete and Confidentiality.

(a) The Executive acknowledges the Company’s reliance on and expectation

of the Executive's continued commitment to performance of his duties and responsibilities during the term of this Agreement. In light of such reliance and expectation on the part of the Company, the Executive agrees that:

(i) for a period commencing on the date of this Agreement 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"), the Executive shall not, 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 or otherwise) any corporation, firm or enterprise which is engaged in the development, ownership, leasing, management, financing or sales of manufactured housing communities and/or manufactured homes, anywhere within the continental United States or Canada; provided, however, that, notwithstanding anything to the contrary herein, (1) in the event that the Executive voluntarily terminates his employment with the Company, the Non-competition Period shall extend until the later of the remainder of the initial 3-year term of this Agreement or the expiration of twenty-four (24) months following the termination of Executive's employment under this Agreement, (2) 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 (3) 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;

(ii) the Executive will not at any time, for so long as any Confidential Information (as defined below) shall remain confidential or otherwise remain wholly or partially protectable, either during the term of this Agreement or thereafter, use or disclose, directly or indirectly, to any person outside of the Company, or any corporation owned or controlled by the Company or under common control with the Company (the "Affiliates"), any Confidential Information;

(iii) promptly upon the termination of this Agreement for any reason, the Executive (or in the event of the Executive's death, his personal representative) shall return to the Company any and all copies (whether prepared by or at the direction of the Company or Executive) of all records, drawings, materials, memoranda and other data constituting or pertaining to Confidential Information;

(iv) for a period commencing on the date of this Agreement and ending upon the expiration of the Non-competition Period, the Executive shall not, either directly or indirectly, divert, or by aid to others, do anything which would tend to divert, from the Company or any Affiliate any trade or business with any customer or supplier with whom the Executive had any contact or association during the term of the Executive's employment with the Company or with any party whose identity or potential as a customer or supplier was confidential or learned by the Executive during his employment by the Company; and

(v) for a period commencing on the date of this Agreement and ending upon the expiration of the Non-competition Period, the Executive shall not, either directly or indirectly, call upon, compete for or solicit for employment any person with whom the Executive was acquainted while employed by the Company.

As used in this Agreement, the term “Confidential Information” shall mean all business information of any nature and in any form which at the time or times concerned is not generally known to those persons engaged in business similar to that conducted or contemplated by the Company or any Affiliate (other than by the act or acts of an employee not authorized by the Company to disclose such information) and which relates to any one or more of the aspects of the present or past business of the Company or any of the Affiliates or any of their respective predecessors, including, without limitation, financial information, business plans, prospects, opportunities which have been discussed or considered by the management of the Company, and other trade secrets.

(b) The Executive agrees and understands that the remedy at law for any breach by him of this paragraph 12 will be inadequate and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged that, upon adequate proof of the Executive’s violation of any legally enforceable provision of this paragraph 12, the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing in this paragraph 12 shall be deemed to limit the Company’s remedies at law or in equity for any breach by the Executive of any of the provisions of this paragraph 12 which may be pursued or availed of by the Company. This paragraph 12 shall survive the termination of this Agreement.

(c) Executive acknowledges and agrees that the covenants set forth above are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any of the covenants, or any part of any covenant, is invalid or unenforceable, the remainder of the covenants shall not be affected and shall be given full effect, without regard to the invalid portion. If any court determines that any of the covenants, or any part of any covenant, is unenforceable because of its duration or geographic scope, such court shall have the power to reduce the duration or scope, as the case may be, and, enforce such provision in such reduced form. Executive and the Company intend to and hereby confer jurisdiction to enforce the covenants upon the courts of any jurisdiction within the geographical scope of such covenants. If the courts of any one or more of such jurisdictions hold the covenants, or any part of any covenant, unenforceable by reason of the breadth of such scope or otherwise, it is the intention of Executive and the Company that such determination not bar or in any way affect the right of the Company to the relief provided above in the courts of any other jurisdiction within the geographical scope of such covenants as to breaches of such covenants in such other respective jurisdictions. For this purpose, such covenants as they relate to each jurisdiction shall be severable into diverse and independent covenants.

13. Arbitration. The parties agree that any and all disputes, controversies or claims of any nature whatsoever relating to, or arising out of, this Agreement or Executive’s employment, whether in contract, tort, or otherwise (including, without limitation, claims of wrongful termination of employment, claims under Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or comparable state or federal laws, and any other laws dealing with employees’ rights and remedies), shall be settled by mandatory arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes (the “Rules”) and the following provisions: (a) a single arbitrator (the “Arbitrator”), mutually agreeable to the Company and Executive, shall preside over the arbitration and shall make all decisions with respect to the resolution of the dispute, controversy or claim between the parties; (b) in the event that the Company and Executive are unable to agree on an Arbitrator within fifteen (15) days after either party has filed for arbitration in accordance with the Rules, they shall select a truly neutral arbitrator in accordance with the rules for the selection of neutral arbitrators, who shall be the “Arbitrator” for the purposes of this paragraph 13; (c) the place of arbitration shall be

Southfield, Michigan unless mutually agreed otherwise; (d) judgment may be entered on any award rendered by the Arbitrator in any federal or state court having jurisdiction over the parties; (e) all fees and expenses of the Arbitrator shall be shared equally between Company and Executive; (f) the decision of the Arbitrator shall govern and shall be conclusive and binding upon the parties; (g) the parties shall be entitled to reasonable levels of discovery in accordance with the Federal Rules of Civil Procedure or as permitted by the Arbitrator, provided, however, that the time permitted for discovery shall not exceed eight (8) weeks and each party shall be limited to two (2) depositions; and (h) this provision shall be enforceable by specific performance and/or injunctive relief, and shall constitute a basis for dismissal of any legal action brought in violation of the duty to arbitrate. The parties hereby acknowledge that it is their intent to expedite the resolution of any dispute, controversy or claim hereunder and that the Arbitrator shall schedule the timing of discovery and of the hearing consistent with that intent. Notwithstanding anything to the contrary herein, nothing contained in this paragraph shall be construed to preclude Company from obtaining injunctive or other equitable relief to secure specific performance or to otherwise prevent Executive's breach of paragraph 12 of this Agreement.

14. Notice. Any notice, request, consent or other communication given or made hereunder shall be given or made only in writing and (a) delivered personally to the party to whom it is directed; (b) sent by first class mail or overnight express mail, postage and charges prepaid, addressed to the party to whom it is directed; or (c) telecopied to the party to whom it is directed, at the following addresses or at such other addresses as the parties may hereafter indicate by written notice as provided herein:

If to the REIT or SCOLP:

Sun Communities, Inc.
27777 Franklin Road, Suite 200
Southfield, Michigan 48034
Fax: (248) 208-2641
Attn: Chief Executive Officer

If to the Executive:

John B. McLaren
27777 Franklin Road, Suite 200
Southfield, Michigan 48034
Fax: (248) 208-2644

In all events, with a copy to:

Jaffe, Raitt, Heuer & Weiss,
Professional Corporation
27777 Franklin Road
Suite 2500
Southfield, Michigan 48034
Attn: Arthur A. Weiss

Any such notice, request, consent or other communication given or made: (i) in the manner indicated in clause (a) of this paragraph shall be deemed to be given or made on the date on which it was delivered; (ii) in the manner indicated in clause (b) of this paragraph shall be deemed to be given or made on the third business day after the day in which it was deposited in a regularly maintained receptacle for the deposit of the United States mail, or in the case of

overnight express mail, on the business day immediately following the day on which it was deposited in the regularly maintained receptacle for the deposit of overnight express mail; and (iii) in the manner indicated in clause (c) of this paragraph shall be deemed to be given or made when received by the telecopier owned or operated by the recipient thereof.

15. Cooperation in Future Matters. Executive hereby agrees that, for a period of eighteen (18) months following his termination of employment for any reason whatsoever, he shall cooperate with the Company's reasonable requests relating to matters that pertain to Executive's employment by the Company, including, without limitation, providing information or limited consultation as to such matters, participating in legal proceedings, investigations or audits on behalf of the Company, or otherwise making himself reasonably available to the Company for other related purposes. Any such cooperation shall be performed at scheduled times taking into consideration Executive's other commitments, and Executive shall be compensated at a reasonable hourly or per diem rate to be agreed upon by the parties to the extent such cooperation is required on more than an occasional and limited basis. Executive shall not be required to perform such cooperation to the extent it conflicts with any requirements of exclusivity of services for another employer or otherwise, nor in any manner that in the good faith belief of Executive would conflict with his rights under or ability to enforce this Agreement.

16. Miscellaneous.

(a) The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provision to the extent enforceable in any jurisdiction nevertheless shall be binding and enforceable.

(b) Neither the Company nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other party; provided that the Company may assign its rights under this Agreement without the consent of the Executive in the event that the Company shall effect a reorganization, consolidate with or merge into another corporation, partnership, organization or other entity, or transfer all or substantially all of its properties or assets to any other corporation, partnership, organization or other entity. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, their respective successors, executors, administrators, heirs and permitted assigns.

(c) The failure of either party to enforce any provision or protections of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to it under the circumstances.

(d) The Board shall allocate all compensation described in Sections 4, 6, 8 and 10 between the REIT and SCOLP on an annual basis, after determining the services provided to each entity by the Executive for the relevant period. For tax reporting purposes, all compensation will be appropriately reported to the Executive and Federal and state taxing authorities based upon the Executive's legal relationship with each entity as determined under applicable law.

(e) This Agreement supersedes all agreements, understandings, representations, warranties, negotiations and discussions between the parties with respect

to the subject matter hereof. No modification, termination or waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

(f) This Agreement shall be governed by and construed according to the laws of the State of Michigan.

(g) Captions and paragraph headings used herein are for convenience and are not a part of this Agreement and shall not be used in construing it.

(h) This Agreement 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.

(i) Each party shall pay his or its own fees and expenses, including, without limitation, legal fees, incurred in connection with the transactions contemplated by this Agreement, including, without limitation, any fees incurred in connection with any arbitration arising out of the transactions contemplated by this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the date first written above.

REIT:

SUN COMMUNITIES, INC.,
a Maryland corporation

By /s/ Gary A. Shiffman
Gary A. Shiffman, President and 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, President and Chief Executive Officer

EXECUTIVE:

/s/ John B. McLaren
JOHN B. MCLAREN

SUN COMMUNITIES, INC.
AMENDED AND RESTATED 1993 STOCK OPTION PLAN
RESTRICTED STOCK AWARD AGREEMENT

Sun Communities, Inc., a Maryland corporation (the "Company"), upon the recommendation of the Company's Board of Directors (the "Board") and pursuant to that certain Amended and Restated 1993 Stock Option Plan adopted by the Company's Board of Directors (the "Plan") and approved by its shareholders, and in consideration of the services to be rendered to the Company or its subsidiaries by John B. McLaren ("Employee"), hereby grants and issues, as of February 5, 2008 (the "Date of Grant"), to Employee ten thousand (10,000) shares of the Company's Common Stock, par value \$0.01 per share (the "Shares"), subject to the terms and conditions contained in this Restricted Stock Award Agreement (the "Agreement") and subject to all the terms and conditions of the Plan, which are incorporated by reference herein. Employee agrees to the provisions set forth herein and in the Plan and acknowledges that each such provision is a material condition of the Company's agreement to issue the Shares to him. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Plan.

I. RECEIPT AND DELIVERY OF SHARES

Until such time as the Shares vest in accordance with Section II below, the stock certificate or certificates evidencing the Shares shall be registered in the name of Employee but held in escrow by the Company. As soon as practicable after the date upon which any Shares vest, the Company shall deliver to Employee a certificate or certificates representing such vested Shares, registered in the name of Employee.

II. VESTING SCHEDULE

(a) Subject to the restrictions and conditions set forth in the Plan, the Shares shall vest as follows: (i) thirty-five percent (35%) of the Shares (rounded down to the nearest whole number) shall vest on the fourth anniversary of the Date of Grant; (ii) thirty-five percent (35%) of the Shares (rounded down to the nearest whole number) shall vest on the fifth anniversary of the Date of Grant; (iii) twenty percent (20%) of the Shares (rounded down to the nearest whole number) shall vest on the sixth anniversary of the Date of Grant; (iv) five percent (5%) of the Shares (rounded down to the nearest whole number) shall vest on the seventh anniversary of the Date of Grant; and (v) the remainder of the Shares shall vest on the tenth anniversary of the Date of Grant.

(b) In the event of Employee's Termination of Employment for "cause" (as defined in that certain Employment Agreement, dated February 5, 2008, by and among the Company, Sun Communities Operating Limited Partnership, a Michigan limited partnership, and Employee, referred to herein as the "Employment Agreement"), all Shares shall lapse and be of no further force or effect whatsoever.

(c) In the event of Employee's Termination of Employment without "cause" (as defined in the Employment Agreement) or upon the death or permanent disability of the Employee, all Shares shall become fully vested and immediately exercisable, subject to the restrictions of Section 9.02 of the Plan.

(d) Upon a "Change in Control Event" (as defined in the Employment Agreement), all Shares shall become fully vested and immediately exercisable and may be exercised by the Employee at any time within one (1) year after the Change in Control.

III. RESTRICTIONS ON SHARES

Until a Share vests pursuant to Section II above, it shall not be liable for the debts, contracts or obligations of Employee nor be subject to disposition by assignment, transfer, sale, alienation, pledge, encumbrance or any other means, whether such disposition is voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or other legal or equitable proceeding (including bankruptcy), and any attempted disposition thereof shall be null and void and of no force or effect; provided, however, that this Section III does not prevent transfers by will or by the applicable laws of descent and distribution, or pursuant to the terms of a Qualified Domestic Relations Order.

IV. RIGHTS AS A STOCKHOLDER

Notwithstanding Section 9.06 of the Plan to the contrary, Employee shall be entitled to all of the rights of a stockholder with respect to the Shares, including the right to vote such Shares and to receive dividends and other distributions payable with respect to such Shares from and after the Date of Grant; provided that any securities or other property (but not cash) received in any such distribution with respect to any Shares that are still subject to the restrictions of Section II and III of this Agreement shall be subject to all of the restrictions in this Agreement with respect to such Shares.

V. REGISTRATION

Subject to the other terms and conditions of this Agreement, the Shares may be offered and sold by Employee only if such stock is registered for resale under the Securities Act of 1933, as amended (the "Securities Act"), or if an exemption from registration under the Securities Act is available. Employee acknowledges and agrees: (a) that the Company has no obligation to effect such registration; (b) not to offer or sell the Shares unless and until such stock is registered for resale under the Securities Act or an exemption from registration is available; and (c) that the Shares were acquired for his own account for investment and not with a view to, or for sale in connection with, the distribution of any part thereof.

VI. NO RIGHT TO EMPLOYMENT CONFERRED

Nothing in this Agreement or the Plan shall confer upon Employee any right to continue in employment with the Company or a subsidiary or interfere in any way with the right of the Company or any subsidiary to terminate such person's employment at any time.

VII. MISCELLANEOUS

(a) In accordance with the terms of the Plan, the Company is entitled to withhold (or secure payment from Employee in lieu of withholding) the amount of any withholding or other tax required by law to be withheld or paid by the Company with respect to the award or issuance of the Shares.

Employee understands that the taxable income recognized by Employee as a result of the award of the Shares would be affected by a decision by Employee to make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "83(b) Election"), with respect to the Shares within thirty (30) days after the Date of Grant. Employee acknowledges and agrees that he will have the sole responsibility for determining whether to make an 83(b) Election with respect to the Shares and for properly making such election and filing such election with the relevant taxing authorities on a timely basis.

(b) If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue to be in full force and effect to the maximum extent permitted by law. If the implementation or presence of any provision of this Agreement would or will cause the Plan and thereby the Shares purchased thereunder to not be in compliance with Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or any other statutory provision, such Agreement provision shall not be implemented or, at the Company's option following notice, such provision shall be severed from the Agreement as is appropriate or necessary to achieve statutory compliance; provided, however, that the parties hereby agree to negotiate in good faith as may be necessary to modify this Agreement to achieve statutory compliance or otherwise effectuate the intent of the parties following a severance permitted by this Section VII(b).

(c) The number of Shares shall be appropriately adjusted to reflect any stock dividend, stock split, combination or exchange of shares, or other change in capitalization with a similar substantive effect upon such Shares. The Administrator shall have the power to determine the amount of the adjustment to be made in each case.

(d) Any notice required to be given hereunder to the Company shall be addressed to the Chief Financial Officer, Sun Communities, Inc., 27777 Franklin Road, Suite 200, Southfield, Michigan 48034, and any notice required to be given to Employee shall be sent to Employee's address as shown on the records of the Company.

(e) This instrument contains the entire Agreement of the parties and may only be amended by written agreement executed by the parties hereto.

(f) This Agreement is made and entered into in, and shall be construed and enforced in accordance with the laws of, the State of Michigan.

[Signatures on following page]

IN WITNESS WHEREOF, this Restricted Stock Award Agreement is hereby executed as of February 5, 2008.

“COMPANY”

SUN COMMUNITIES, INC., a Maryland corporation

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

“EMPLOYEE”

/s/ John B. McLaren
JOHN B. MCLAREN

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of February 5, 2008 (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, SCOLP operates the business of the REIT;

WHEREAS, the REIT is the sole general partner of SCOLP;

WHEREAS, Executive has historically provided services not only to the REIT, but also to SCOLP; and

WHEREAS, the Company desires to continue the employment of the Executive, and the Executive desires to continue to be employed by the Company, on the terms and subject to the conditions set forth below.

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. Employment.

(a) The Company agrees to employ the Executive and the Executive accepts the employment, on the terms and subject to the conditions set forth below. During the Term (defined below), the Executive shall serve as Executive Vice President, Chief Financial Officer, Secretary and Treasurer of the REIT, shall manage the Company's Accounting and Tax Departments and shall do and perform diligently all such services, acts and things as are customarily done and performed by such officers of companies in similar business and in size to the REIT, together with such other duties as may reasonably be requested from time to time by the REIT's Chief Executive Officer or the Board of Directors of the REIT (the "Board"), which duties may include oversight of the Company's Human Resources and Information Technology Departments, and shall be consistent with the Executive's positions as set forth above.

(b) For service as an officer and employee of the Company, the Executive shall be entitled to the full protection of the applicable indemnification provisions of the Articles of Incorporation and Bylaws of the REIT, as they may be amended from time to time.

2. Term of Employment.

(a) Subject to the provisions for termination provided below, the term of the Executive's employment under this Agreement shall commence on the Effective Date and shall continue thereafter until December 31, 2010 (the "Initial Term"); provided, however, that following the expiration of the Initial Term, the term of this Agreement shall be automatically extended for successive terms of one (1) year each thereafter (each a "Renewal Term"), unless either party notifies the other party in writing of its desire to

terminate this Agreement at least ninety (90) days before the end of the Initial Term or the Renewal Term then in effect. The Initial Term and each Renewal Term are collectively referred to as the "Term."

(b) Executive acknowledges and agrees that Executive is an "at-will" employee and that Executive's employment may be terminated, with or without cause, at the option of Executive or the REIT.

3. Devotion to the Company's Business. The Executive shall devote her best efforts, knowledge, skill, and her entire productive time, ability and attention to the business of the Company during the term of this Agreement.

4. Compensation.

(a) During the Term, the Company shall pay or provide, as the case may be, to the Executive the compensation and other benefits and rights set forth in paragraphs 4, 5 and 6 of this Agreement.

(b) Base Compensation. As compensation for the services to be performed hereunder, the Company shall pay to the Executive, during her employment hereunder, an annual base salary (the "Base Salary") payable in accordance with the Company's usual pay practices (including tax withholding), but in no event less frequently than monthly, at the rate of:

(i) Two Hundred Forty Five Thousand Dollars (\$245,000.00) for the period beginning on the Effective Date and ending on December 31, 2008;

(ii) Two Hundred Sixty Five Thousand Dollars (\$265,000.00) for the period beginning on January 1, 2009 and ending on December 31, 2009; and

(iii) Two Hundred Ninety Thousand Dollars (\$290,000.00) thereafter, but subject to adjustment pursuant to Section 4(c) below.

(c) COLA Adjustment. At the beginning of each Renewal Term, if any (each an "Adjustment Date"), Executive's Base Salary shall be increased in accordance with the increase, if any, in the cost of living during the preceding one year as determined by the percentage increase in the Consumers Price Index-All Urban Consumers (U.S. City Average/all items) published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"). The average Index for calendar year immediately preceding the Adjustment Date shall be considered the "Base." The Base Salary for the calendar year following each Adjustment Date shall be the Base Salary specified in Paragraph 4(b)(iii) increased by the percentage increase, if any, in the Index for the calendar year immediately preceding the Adjustment Date over the Base. In the event the Index shall cease to be published or the formula underlying the Index shall change materially from the formula used for the Index as of the date hereof, then there shall be substituted for the Index such other index of similar nature as is then generally recognized and accepted. In no event shall the Base Salary during each adjusted calendar year be less than that paid during the preceding year of this Agreement.

(d) Bonus. Executive will be eligible to receive a discretionary bonus for each calendar year during the Term (the "Bonus"). The amount of any Bonus shall be determined by the Compensation Committee of the Board and shall be an amount of up to 100% of the Base Salary for each calendar year that the Executive is employed under this Agreement ("Bonus Year"), which Bonus shall be determined and calculated with respect

to each Bonus Year as follows: (i) if and to the extent, in the sole discretion of the Compensation Committee and based on criteria generated by the Compensation Committee of the Board by March 15 of each year, the Company meets certain criteria and Executive fulfills her individual goals and objectives for such Bonus Year, the Executive shall receive a Bonus in the amount of up to 50% of the then current Base Salary; and (ii) up to an additional 50% the then current Base Salary may be awarded to the Executive in the sole discretion of the Compensation Committee based on criteria determined by the Compensation Committee at the time of the determination of the Bonus, which may be based on any number of individual, company and/or industry factors. The determination of the Bonus shall be made by the Compensation Committee of the Board no later than March 7 of the following calendar year.

(e) Disability. During any period that the Executive fails to perform her duties hereunder as a result of incapacity due to physical or mental illness (the "Disability Period"), the Executive shall continue to receive her full Base Salary, Bonus and other benefits at the rate in effect for such period until her employment is terminated by the Company pursuant to paragraph 7(a)(iii) below; provided, however, that payments so made to the Executive during the Disability Period shall be reduced by the sum of the amounts, if any, which were paid to the Executive at or prior to the time of any such payment under disability benefit plans of the Company.

(f) Restricted Stock. On the Effective Date, the REIT shall grant and issue to Executive (the "Restricted Stock Award") 10,000 shares of the REIT's common stock (the "Shares"). The grant of the Restricted Stock Award shall be subject to the terms and conditions contained in the REIT's standard Restricted Stock Award Agreement (the "Restricted Stock Award Agreement") and all applicable terms and conditions of the REIT's Amended and Restated 1993 Stock Option Plan. In addition to the foregoing, the Restricted Stock Award shall vest as follows: (i) thirty-five percent (35%) of the Shares (rounded down to the nearest whole number) shall vest on the fourth anniversary of the Effective Date; (ii) thirty-five percent (35%) of the Shares (rounded down to the nearest whole number) shall vest on the fifth anniversary of the Effective Date; (iii) twenty percent (20%) of the Shares (rounded down to the nearest whole number) shall vest on the sixth anniversary of the Effective Date; (iv) five percent (5%) of the Shares (rounded down to the nearest whole number) shall vest on the seventh anniversary of the Effective Date; and (v) the remainder of the Shares shall vest on the tenth anniversary of the Effective Date. The grant of the Restricted Stock Award is expressly conditioned upon the Executive's execution of the Restricted Stock Award Agreement.

5. Benefits.

(a) Insurance. The Company shall provide to the Executive life, medical and hospitalization insurance for herself, her spouse and eligible family members as may be determined by the Board to be consistent with the Company's standard policies.

(b) Benefit Plans. The Executive, at her election, may participate, during her employment hereunder, in all retirement plans, 401(K) plans and other benefit plans of the Company generally available from time to time to other executive employees of the Company and for which the Executive qualifies under the terms of the plans (and nothing in this Agreement shall or shall be deemed to in any way affect the Executive's right and benefits under any such plan except as expressly provided herein). At the discretion of the Compensation Committee of the Board, the Executive may also be entitled to participate in any equity, stock option or other employee benefit plan that is generally available to senior executives of the Company. In addition to the foregoing, the Executive's participation in and benefits under any such plan shall be on the terms and

subject to the conditions specified in the governing document of the particular plan. Nothing contained in this Agreement shall be construed to create any obligation on the part of the Company to establish any such plan or to maintain the effectiveness of any such plan which may be in effect from time to time.

(c) Annual Vacation. The Executive shall be entitled to four (4) weeks vacation time each year, without loss of compensation. The Executive shall not take more than fourteen (14) consecutive calendar days of vacation without the prior approval of the REIT's Chief Executive Officer. Unless otherwise approved by the Chief Executive Officer of the REIT, in the event that the Executive does not take the total amount of vacation time authorized under this Agreement during any calendar year, such vacation time shall not accrue and the Executive shall forfeit any such unused vacation time. Upon any termination of this Agreement for any reason whatsoever, accrued and unused vacation time (not to exceed twenty (20) business days) shall be paid to the Executive within ten (10) days of such termination based on the Base Salary in effect on the date of such termination. For purpose of this Agreement, one-twelfth (1/12) of the applicable annual vacation time shall accrue on the last day of each calendar month that the Executive is employed under this Agreement.

6. Reimbursement of Business Expenses. The Company shall reimburse the Executive for travel, entertainment and other expenses reasonably and necessarily incurred by the Executive in the performance of her duties under this Agreement. The Executive shall furnish such documentation with respect to reimbursement to be paid hereunder as the Company shall reasonably request.

7. Termination of Employment.

(a) The Executive's employment under this Agreement may be terminated:

- (i) by either the Executive or the REIT at any time for any reason whatsoever or for no reason upon not less than sixty (60) days written notice;
- (ii) by the REIT at any time for "cause" as defined below, without prior notice;
- (iii) by the REIT upon the Executive's "permanent disability" (as defined below) upon not less than thirty (30) days written notice; and
- (iv) upon the Executive's death.

(b) For purposes hereof, for "cause" shall mean: (i) a material breach of any provision of this Agreement by Executive (if the breach is curable, it will constitute cause only if it continues uncured for a period of twenty (20) days after Executive's receipt of written notice of such breach from the Company); (ii) Executive's failure or refusal, in any material manner, to perform all lawful services required of her pursuant to this Agreement, which failure or refusal continues for more than twenty (20) days after Executive's receipt of written notice of such deficiency; (iii) Executive's commission of fraud, embezzlement or theft, or a crime constituting moral turpitude, in any case, whether or not involving Company, that in the reasonable good faith judgment of the REIT, renders Executive's continued employment harmful to the Company; (iv) Executive's misappropriation of Company assets or property, including, without limitation, obtaining reimbursement through fraudulent vouchers or expense reports; or (v) Executive's conviction or the entry of a plea of guilty or no contest by Executive with respect to any felony or other crime that, in the reasonable good faith judgment of the

REIT, adversely affects the Company or its reputation or business.

(c) For purposes hereof, the Executive's "permanent disability," shall be deemed to have occurred if Executive has become unable to perform the essential functions and responsibilities of her position with reasonable accommodation, as required under the Americans with Disabilities Act, as the same has and may be amended (the "ADA"), by virtue of a disability (as defined under the ADA).

8. Compensation Upon Termination or Disability.

(a) In the event that the REIT terminates the Executive's employment under this Agreement without "cause" pursuant to paragraph 7(a)(i), (i) the Executive shall be entitled to any accrued and unpaid Base Salary, Bonus and benefits through the effective date of such termination, prorated for the number of days actually employed in the then current calendar year, which shall be paid by the Company to the Executive within thirty (30) days of the effective date of such termination (or such later date as may be required in order to determine the amount of any Bonus due to the Executive), and (ii) subject to the Executive's execution of a general release of claims in a form satisfactory to the Company, the Company shall pay the Executive monthly an amount equal to one-twelfth (1/12) of the Base Salary (at the rate that would otherwise have been payable under this Agreement) for a period of up to twelve (12) months if the Executive fully complies with paragraph 12 of this Agreement (the "Severance Payment"). Notwithstanding the foregoing, the Company, in its sole discretion, may elect to make the Severance Payment to the Executive in one lump sum due within thirty (30) days of the Executive's termination of employment and the Severance Payment shall not be due Executive if Executive is entitled to Change in Control Benefits (as defined in paragraph 10 below).

(b) In the event of termination of the Executive's employment under this Agreement for "cause" or if the Executive voluntarily terminates her employment hereunder, the Executive shall be entitled to no further compensation or other benefits under this Agreement, except only as to any accrued and unpaid Base Salary and benefits through the effective date of such termination, prorated for the number of days actually employed in the then current calendar year.

(c) In the event of termination of the Executive's employment under this Agreement due to the Executive's permanent disability or death, (i) the Executive (or her successors and assigns in the event of her death) shall be entitled to any accrued and unpaid Base Salary, Bonus and benefits through the effective date of such termination, prorated for the number of days actually employed in the then current calendar year, which shall be paid by the Company to the Executive or her successors and assigns, as appropriate, within thirty (30) days of the effective date of such termination, and (ii) the Company shall pay the Executive monthly an amount equal to one-twelfth (1/12) of the Base Salary (at the rate that would otherwise have been payable under this Agreement) for a period of up to twenty-four (24) months if the Executive fully complies with paragraph 12 of this Agreement (the "Disability Payment"); provided, however, that payments so made to the Executive shall be reduced by the sum of the amounts, if any, which: (i) were paid to the Executive at or prior to the time of any such payment under disability benefit plans of the Company, and (ii) did not previously reduce the Base Salary, Bonus and other benefits due the Executive under paragraph 4(e) of this Agreement. Notwithstanding the foregoing, the Company, in its sole discretion, may elect to make the Disability Payment to the Executive in one lump sum due within thirty (30) days of the Executive's termination of employment. The Executive agrees to cooperate in any reasonable requirement to undertake a medical physical examination as may be reasonably requested by an insurance carrier in the event that the Company

decides to incur additional death or disability insurance coverage on the Executive in order to cover any amount of the Disability Payment that may become due.

(d) Notwithstanding anything to the contrary in this paragraph 8, the Company's obligation to pay, and the Executive's right to receive, any compensation under this paragraph 8, including, without limitation, the Severance Payment and the Disability Payment, shall terminate upon the Executive's breach of any provision of paragraph 12 hereof. In addition, the Executive shall promptly forfeit any compensation received from the Company under this paragraph 8, including, without limitation, the Severance Payment and the Disability Payment, upon the Executive's breach of any provision of paragraph 12 hereof.

9. Resignation of Executive. Upon any termination of the Executive's employment under this Agreement, the Executive shall be deemed to have resigned from any and all offices and directorships held by the Executive in the Company and/or any of the Affiliates (as defined below).

10. Effect of Change in Control.

(a) The Company or its successor shall pay the Executive the Change in Control Benefits (as defined below) if there has been a Change in Control (as defined below) and any of the following events has occurred (each a "Triggering Event"): (i) the Executive's employment under this Agreement is terminated by the Company or its successor in accordance with paragraph 7(a)(i) at any time within twenty-four (24) months after the Change in Control, (ii) upon a Change in Control under paragraph 10(f)(ii), the Company or its successor does not expressly assume all of the terms and conditions of this Agreement, or (iii) there are less than eighteen (18) months remaining under the Initial Term of this Agreement (without regard to the last clause of Paragraph 2 hereof).

(b) For purposes of this Agreement, the "Change in Control Benefits" shall mean the following benefits:

(i) A cash payment equal to (I) two and 99/100 (2.99) times the Base Salary in effect on the date of such Change in Control, less (II) any amounts paid to Executive under this Agreement following a Change in Control, but prior to the occurrence of a Triggering Event, payable within sixty (60) days of the Change in Control or, in the event that the cessation of Executive's employment hereunder triggers the Change in Control Benefits, payable within thirty (30) days after such cessation of employment; and

(ii) Continued receipt of all compensation and benefits set forth in paragraphs 5(a) and 5(b) of this Agreement, until the earlier of (I) one year following the Change in Control (subject to the Executive's COBRA rights) or (II) the commencement of comparable coverage from another employer. The provision of any one benefit by another employer shall not preclude the Executive from continuing participation in Company benefit programs provided under this paragraph 10(b)(ii) that are not provided by the subsequent employer. The Executive shall promptly notify the Company upon receipt of benefits from a new employer comparable to any benefit provided under this paragraph 10(b)(ii).

(c) Notwithstanding anything to the contrary herein, (i) in the event that the Executive's employment under this Agreement is terminated by the Company or its successor in accordance with paragraph 7(a)(i) within sixty (60) days prior to a Change in Control, such termination shall be deemed to have been made in connection with the Change in Control and the Executive shall be entitled to the Change in Control Benefits.

(d) The Change in Control Benefits shall be in addition to the acceleration of the vesting of, and the extension of the time for exercise of, stock options as a result of the Change in Control.

(e) Notwithstanding anything to the contrary contained herein, in the event it shall be determined that any compensation payment or distribution by the Company to or for the benefit of the Executive would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), the Change in Control Benefits will be reduced to the extent necessary so that no excise tax will be imposed, but only if to do so would result in the Executive retaining a larger amount, on an after-tax basis, taking into account the excise and income taxes imposed on all payments made to the Executive hereunder.

(f) The Company shall pay to the Executive all reasonable legal fees and expenses incurred by the Executive in obtaining or enforcing any right or benefit provided by this paragraph 10, but only to the extent that the Company is adjudged liable to the Executive for breach of this paragraph 10 as a part of a final judgment on the merits by a court of proper jurisdiction or pursuant to binding arbitration agreed to by the parties.

(g) For purposes of this Agreement, a "Change in Control" shall be deemed to have occurred upon the closing of any of the following transactions:

(i) if any person or group of persons acting together (other than (a) the Company or any person (I) who as of the date hereof was a director or officer of the REIT, or (II) whose shares of Common Stock of the REIT are treated as "beneficially owned" by any such director or officer, or (b) any institutional investor (filing reports under Section 13(g) rather than 13(d) of the Securities Exchange Act of 1934, as amended, including any employee benefit plan or employee benefit trust sponsored by the Company)), becomes a beneficial owner, directly or indirectly, of securities of the REIT representing fifty percent (50%) or more of either the then-outstanding Common Stock of the REIT or the combined voting power of the REIT then-outstanding voting securities (other than as a result of an acquisition of securities directly from the REIT);

(ii) if the Company sells all or substantially all of the Company's assets to any person (other than a wholly-owned subsidiary of the Company formed for the purpose of changing the Company's corporate domicile);

(iii) if the Company merges or consolidates with another person as a result of which the shareholders of the REIT immediately prior to such merger or consolidation would beneficially own (directly or indirectly), immediately after such merger or consolidation, securities of the surviving entity representing less than fifty percent (50%) of the then outstanding voting securities of the surviving entity; or

(iv) if the new directors appointed to the Board during any twelve-month period constitute a majority of the members of the Board, unless (I)

the directors who were in office for at least twelve (12) months prior to such twelve-month period (the “Incumbent Directors”) plus (II) the new directors who were recommended or appointed by a majority of the Incumbent Directors constitutes a majority of the members of the Board.

For purposes of this paragraph 10(g), a “person” includes an individual, a partnership, a corporation, an association, an unincorporated organization, a trust or any other entity.

11. Stock Awards. In the event of termination of the Executive’s employment under this Agreement for “cause”, all stock options or other stock based compensation awarded to the Executive shall lapse and be of no further force or effect whatsoever in accordance with the Company’s equity incentive plans. If the Company terminates the Executive’s employment under this Agreement without “cause” or upon the death or permanent disability of the Executive, all stock options and other stock based compensation awarded to the Executive shall become fully vested and immediately exercisable, subject to the restrictions of Section 9.02 of the Company’s Amended and Restated 1993 Stock Option Plan. Upon a Change in Control, all stock options or other stock based compensation awarded to the Executive shall become fully vested and immediately exercisable and may be exercised by the Executive at any time within one (1) year after the Change in Control. All Stock Option Agreements between the Company and the Executive shall be amended to conform to the provisions of this paragraph 11. In the event of an inconsistency between this paragraph 11 and such Stock Option Agreements, this paragraph 11 shall control.

12. Covenant Not To Compete and Confidentiality.

(a) The Executive acknowledges the Company’s reliance on and expectation of the Executive’s continued commitment to performance of her duties and responsibilities during the term of this Agreement. In light of such reliance and expectation on the part of the Company, the Executive agrees that:

(i) for a period commencing on the date of this Agreement 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”), the Executive shall not, 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 or otherwise) any corporation, firm or enterprise which is engaged in the development, ownership, leasing, management, financing or sales of manufactured housing communities and/or manufactured homes, anywhere within the continental United States or Canada; provided, however, that, notwithstanding anything to the contrary herein, (1) in the event that the Executive voluntarily terminates her employment with the Company, the Non-competition Period shall extend until the later of the remainder of the initial 3-year term of this Agreement or the expiration of twenty-four (24) months following the termination of Executive’s employment under this Agreement, (2) 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 (3) 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;

(ii) the Executive will not at any time, for so long as any Confidential Information (as defined below) shall remain confidential or otherwise remain wholly or partially protectable, either during the term of this Agreement or

thereafter, use or disclose, directly or indirectly, to any person outside of the Company, or any corporation owned or controlled by the Company or under common control with the Company (the "Affiliates"), any Confidential Information;

(iii) promptly upon the termination of this Agreement for any reason, the Executive (or in the event of the Executive's death, her personal representative) shall return to the Company any and all copies (whether prepared by or at the direction of the Company or Executive) of all records, drawings, materials, memoranda and other data constituting or pertaining to Confidential Information;

(iv) for a period commencing on the date of this Agreement and ending upon the expiration of the Non-competition Period, the Executive shall not, either directly or indirectly, divert, or by aid to others, do anything which would tend to divert, from the Company or any Affiliate any trade or business with any customer or supplier with whom the Executive had any contact or association during the term of the Executive's employment with the Company or with any party whose identity or potential as a customer or supplier was confidential or learned by the Executive during her employment by the Company; and

(v) for a period commencing on the date of this Agreement and ending upon the expiration of the Non-competition Period, the Executive shall not, either directly or indirectly, call upon, compete for or solicit for employment any person with whom the Executive was acquainted while employed by the Company.

As used in this Agreement, the term "Confidential Information" shall mean all business information of any nature and in any form which at the time or times concerned is not generally known to those persons engaged in business similar to that conducted or contemplated by the Company or any Affiliate (other than by the act or acts of an employee not authorized by the Company to disclose such information) and which relates to any one or more of the aspects of the present or past business of the Company or any of the Affiliates or any of their respective predecessors, including, without limitation, financial information, business plans, prospects, opportunities which have been discussed or considered by the management of the Company, and other trade secrets.

(b) The Executive agrees and understands that the remedy at law for any breach by her of this paragraph 12 will be inadequate and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged that, upon adequate proof of the Executive's violation of any legally enforceable provision of this paragraph 12, the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing in this paragraph 12 shall be deemed to limit the Company's remedies at law or in equity for any breach by the Executive of any of the provisions of this paragraph 12 which may be pursued or availed of by the Company. This paragraph 12 shall survive the termination of this Agreement.

(c) Executive acknowledges and agrees that the covenants set forth above are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any of the covenants, or any part of any covenant, is invalid or unenforceable, the remainder of the covenants shall not be affected and shall be given full effect, without regard to the invalid portion. If any court determines that any of the covenants, or any part of any covenant, is unenforceable because of its duration or geographic scope, such court shall have the power to reduce the duration or scope, as the

case may be, and, enforce such provision in such reduced form. Executive and the Company intend to and hereby confer jurisdiction to enforce the covenants upon the courts of any jurisdiction within the geographical scope of such covenants. If the courts of any one or more of such jurisdictions hold the covenants, or any part of any covenant, unenforceable by reason of the breadth of such scope or otherwise, it is the intention of Executive and the Company that such determination not bar or in any way affect the right of the Company to the relief provided above in the courts of any other jurisdiction within the geographical scope of such covenants as to breaches of such covenants in such other respective jurisdictions. For this purpose, such covenants as they relate to each jurisdiction shall be severable into diverse and independent covenants.

13. Arbitration. The parties agree that any and all disputes, controversies or claims of any nature whatsoever relating to, or arising out of, this Agreement or Executive's employment, whether in contract, tort, or otherwise (including, without limitation, claims of wrongful termination of employment, claims under Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or comparable state or federal laws, and any other laws dealing with employees' rights and remedies), shall be settled by mandatory arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes (the "Rules") and the following provisions: (a) a single arbitrator (the "Arbitrator"), mutually agreeable to the Company and Executive, shall preside over the arbitration and shall make all decisions with respect to the resolution of the dispute, controversy or claim between the parties; (b) in the event that the Company and Executive are unable to agree on an Arbitrator within fifteen (15) days after either party has filed for arbitration in accordance with the Rules, they shall select a truly neutral arbitrator in accordance with the rules for the selection of neutral arbitrators, who shall be the "Arbitrator" for the purposes of this paragraph 13; (c) the place of arbitration shall be Southfield, Michigan unless mutually agreed otherwise; (d) judgment may be entered on any award rendered by the Arbitrator in any federal or state court having jurisdiction over the parties; (e) all fees and expenses of the Arbitrator shall be shared equally between Company and Executive; (f) the decision of the Arbitrator shall govern and shall be conclusive and binding upon the parties; (g) the parties shall be entitled to reasonable levels of discovery in accordance with the Federal Rules of Civil Procedure or as permitted by the Arbitrator, provided, however, that the time permitted for discovery shall not exceed eight (8) weeks and each party shall be limited to two (2) depositions; and (h) this provision shall be enforceable by specific performance and/or injunctive relief, and shall constitute a basis for dismissal of any legal action brought in violation of the duty to arbitrate. The parties hereby acknowledge that it is their intent to expedite the resolution of any dispute, controversy or claim hereunder and that the Arbitrator shall schedule the timing of discovery and of the hearing consistent with that intent. Notwithstanding anything to the contrary herein, nothing contained in this paragraph shall be construed to preclude Company from obtaining injunctive or other equitable relief to secure specific performance or to otherwise prevent Executive's breach of paragraph 12 of this Agreement.

14. Notice. Any notice, request, consent or other communication given or made hereunder shall be given or made only in writing and (a) delivered personally to the party to whom it is directed; (b) sent by first class mail or overnight express mail, postage and charges prepaid, addressed to the party to whom it is directed; or (c) telecopied to the party to whom it is directed, at the following addresses or at such other addresses as the parties may hereafter indicate by written notice as provided herein:

If to the REIT or SCOLP:

Sun Communities, Inc.
27777 Franklin Road, Suite 200

Southfield, Michigan 48034
Fax: (248) 208-2641
Attn: Chief Executive Officer

If to the Executive:

Karen J. Dearing
27777 Franklin Road, Suite 200
Southfield, Michigan 48034

In all events, with a copy to:

Jaffe, Raitt, Heuer & Weiss,
Professional Corporation
27777 Franklin Road
Suite 2500
Southfield, Michigan 48034
Attn: Arthur A. Weiss

Any such notice, request, consent or other communication given or made: (i) in the manner indicated in clause (a) of this paragraph shall be deemed to be given or made on the date on which it was delivered; (ii) in the manner indicated in clause (b) of this paragraph shall be deemed to be given or made on the third business day after the day in which it was deposited in a regularly maintained receptacle for the deposit of the United States mail, or in the case of overnight express mail, on the business day immediately following the day on which it was deposited in the regularly maintained receptacle for the deposit of overnight express mail; and (iii) in the manner indicated in clause (c) of this paragraph shall be deemed to be given or made when received by the telecopier owned or operated by the recipient thereof.

15. Cooperation in Future Matters. Executive hereby agrees that, for a period of eighteen (18) months following her termination of employment for any reason whatsoever, she shall cooperate with the Company's reasonable requests relating to matters that pertain to Executive's employment by the Company, including, without limitation, providing information or limited consultation as to such matters, participating in legal proceedings, investigations or audits on behalf of the Company, or otherwise making herself reasonably available to the Company for other related purposes. Any such cooperation shall be performed at scheduled times taking into consideration Executive's other commitments, and Executive shall be compensated at a reasonable hourly or per diem rate to be agreed upon by the parties to the extent such cooperation is required on more than an occasional and limited basis. Executive shall not be required to perform such cooperation to the extent it conflicts with any requirements of exclusivity of services for another employer or otherwise, nor in any manner that in the good faith belief of Executive would conflict with her rights under or ability to enforce this Agreement.

16. Miscellaneous.

(a) The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provision to the extent enforceable in any jurisdiction nevertheless shall be binding and enforceable.

(b) Neither the Company nor the Executive may make any assignment of this

Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other party; provided that the Company may assign its rights under this Agreement without the consent of the Executive in the event that the Company shall effect a reorganization, consolidate with or merge into another corporation, partnership, organization or other entity, or transfer all or substantially all of its properties or assets to any other corporation, partnership, organization or other entity. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, their respective successors, executors, administrators, heirs and permitted assigns.

(c) The failure of either party to enforce any provision or protections of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to it under the circumstances.

(d) The Board shall allocate all compensation described in Sections 4, 6, 8 and 10 between the REIT and SCOLP on an annual basis, after determining the services provided to each entity by the Executive for the relevant period. For tax reporting purposes, all compensation will be appropriately reported to the Executive and Federal and state taxing authorities based upon the Executive's legal relationship with each entity as determined under applicable law.

(e) This Agreement supersedes all agreements, understandings, representations, warranties, negotiations and discussions between the parties with respect to the subject matter hereof. No modification, termination or waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

(f) This Agreement shall be governed by and construed according to the laws of the State of Michigan.

(g) Captions and paragraph headings used herein are for convenience and are not a part of this Agreement and shall not be used in construing it.

(h) This Agreement 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.

(i) Except as otherwise provided in paragraph 10(f) above, each party shall pay her or its own fees and expenses, including, without limitation, legal fees, incurred in connection with the transactions contemplated by this Agreement, including, without limitation, any fees incurred in connection with any arbitration arising out of the transactions contemplated by this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the date first written above.

REIT:

SUN COMMUNITIES, INC.,
a Maryland corporation

By: /s/ Gary A. Shiffman

Gary A. Shiffman, President and
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, President and
Chief Executive Officer

EXECUTIVE:

/s/ Karen J. Dearing

KAREN J. DEARING

SUN COMMUNITIES, INC.
AMENDED AND RESTATED 1993 STOCK OPTION PLAN
RESTRICTED STOCK AWARD AGREEMENT

Sun Communities, Inc., a Maryland corporation (the "Company"), upon the recommendation of the Company's Board of Directors (the "Board") and pursuant to that certain Amended and Restated 1993 Stock Option Plan adopted by the Company's Board of Directors (the "Plan") and approved by its shareholders, and in consideration of the services to be rendered to the Company or its subsidiaries by Karen J. Dearing ("Employee"), hereby grants and issues, as of February 5, 2008 (the "Date of Grant"), to Employee ten thousand (10,000) shares of the Company's Common Stock, par value \$0.01 per share (the "Shares"), subject to the terms and conditions contained in this Restricted Stock Award Agreement (the "Agreement") and subject to all the terms and conditions of the Plan, which are incorporated by reference herein. Employee agrees to the provisions set forth herein and in the Plan and acknowledges that each such provision is a material condition of the Company's agreement to issue the Shares to him. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Plan.

I. RECEIPT AND DELIVERY OF SHARES

Until such time as the Shares vest in accordance with Section II below, the stock certificate or certificates evidencing the Shares shall be registered in the name of Employee but held in escrow by the Company. As soon as practicable after the date upon which any Shares vest, the Company shall deliver to Employee a certificate or certificates representing such vested Shares, registered in the name of Employee.

II. VESTING SCHEDULE

(a) Subject to the restrictions and conditions set forth in the Plan, the Shares shall vest as follows: (i) thirty-five percent (35%) of the Shares (rounded down to the nearest whole number) shall vest on the fourth anniversary of the Date of Grant; (ii) thirty-five percent (35%) of the Shares (rounded down to the nearest whole number) shall vest on the fifth anniversary of the Date of Grant; (iii) twenty percent (20%) of the Shares (rounded down to the nearest whole number) shall vest on the sixth anniversary of the Date of Grant; (iv) five percent (5%) of the Shares (rounded down to the nearest whole number) shall vest on the seventh anniversary of the Date of Grant; and (v) the remainder of the Shares shall vest on the tenth anniversary of the Date of Grant.

(b) In the event of Employee's Termination of Employment for "cause" (as defined in that certain Employment Agreement, dated February 5, 2008, by and among the Company, Sun Communities Operating Limited Partnership, a Michigan limited partnership, and Employee, referred to herein as the "Employment Agreement"), all Shares shall lapse and be of no further force or effect whatsoever.

(c) In the event of Employee's Termination of Employment without "cause" (as defined in the Employment Agreement) or upon the death or permanent disability of the Employee, all Shares shall become fully vested and immediately exercisable, subject to the restrictions of Section 9.02 of the Plan.

(d) Upon a "Change in Control Event" (as defined in the Employment Agreement), all Shares shall become fully vested and immediately exercisable and may be exercised by the Employee at any time within one (1) year after the Change in Control.

III. RESTRICTIONS ON SHARES

Until a Share vests pursuant to Section II above, it shall not be liable for the debts, contracts or obligations of Employee nor be subject to disposition by assignment, transfer, sale, alienation, pledge, encumbrance or any other means, whether such disposition is voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or other legal or equitable proceeding (including bankruptcy), and any attempted disposition thereof shall be null and void and of no force or effect; provided, however, that this Section III does not prevent transfers by will or by the applicable laws of descent and distribution, or pursuant to the terms of a Qualified Domestic Relations Order.

IV. RIGHTS AS A STOCKHOLDER

Notwithstanding Section 9.06 of the Plan to the contrary, Employee shall be entitled to all of the rights of a stockholder with respect to the Shares, including the right to vote such Shares and to receive dividends and other distributions payable with respect to such Shares from and after the Date of Grant; provided that any securities or other property (but not cash) received in any such distribution with respect to any Shares that are still subject to the restrictions of Section II and III of this Agreement shall be subject to all of the restrictions in this Agreement with respect to such Shares.

V. REGISTRATION

Subject to the other terms and conditions of this Agreement, the Shares may be offered and sold by Employee only if such stock is registered for resale under the Securities Act of 1933, as amended (the "Securities Act"), or if an exemption from registration under the Securities Act is available. Employee acknowledges and agrees: (a) that the Company has no obligation to effect such registration; (b) not to offer or sell the Shares unless and until such stock is registered for resale under the Securities Act or an exemption from registration is available; and (c) that the Shares were acquired for his own account for investment and not with a view to, or for sale in connection with, the distribution of any part thereof.

VI. NO RIGHT TO EMPLOYMENT CONFERRED

Nothing in this Agreement or the Plan shall confer upon Employee any right to continue in employment with the Company or a subsidiary or interfere in any way with the right of the Company or any subsidiary to terminate such person's employment at any time.

VII. MISCELLANEOUS

(a) In accordance with the terms of the Plan, the Company is entitled to withhold (or secure payment from Employee in lieu of withholding) the amount of any withholding or other tax required by law to be withheld or paid by the Company with respect to the award or issuance of the Shares.

Employee understands that the taxable income recognized by Employee as a result of the award of the Shares would be affected by a decision by Employee to make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "83(b) Election"), with respect to the Shares within thirty (30) days after the Date of Grant. Employee acknowledges and agrees that he will have the sole responsibility for determining whether to make an 83(b) Election with respect to the Shares and for properly making such election and filing such election with the relevant taxing authorities on a timely basis.

(b) If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue to be in full force and effect to the maximum extent permitted by law. If the implementation or presence of any provision of this Agreement would or will cause the Plan and thereby the Shares purchased thereunder to not be in compliance with Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or any other statutory provision, such Agreement provision shall not be implemented or, at the Company's option following notice, such provision shall be severed from the Agreement as is appropriate or necessary to achieve statutory compliance; provided, however, that the parties hereby agree to negotiate in good faith as may be necessary to modify this Agreement to achieve statutory compliance or otherwise effectuate the intent of the parties following a severance permitted by this Section VII(b).

(c) The number of Shares shall be appropriately adjusted to reflect any stock dividend, stock split, combination or exchange of shares, or other change in capitalization with a similar substantive effect upon such Shares. The Administrator shall have the power to determine the amount of the adjustment to be made in each case.

(d) Any notice required to be given hereunder to the Company shall be addressed to the Chief Financial Officer, Sun Communities, Inc., 27777 Franklin Road, Suite 200, Southfield, Michigan 48034, and any notice required to be given to Employee shall be sent to Employee's address as shown on the records of the Company.

(e) This instrument contains the entire Agreement of the parties and may only be amended by written agreement executed by the parties hereto.

(f) This Agreement is made and entered into in, and shall be construed and enforced in accordance with the laws of, the State of Michigan.

[Signatures on following page]

IN WITNESS WHEREOF, this Restricted Stock Award Agreement is hereby executed as of February 5, 2008.

“COMPANY”

SUN COMMUNITIES, INC., a Maryland corporation

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

“EMPLOYEE”

/s/ Karen J. Dearing
KAREN J. DEARING

FOR FURTHER INFORMATION:

AT THE COMPANY:

Karen J. Dearing
Chief Financial Officer
(248) 208-2500

FOR IMMEDIATE RELEASE

SUN COMMUNITIES PROMOTES KEY MANAGEMENT

Southfield, MI, February 6, 2008 — **Sun Communities, Inc. (NYSE:SUI)**, a real estate investment trust (REIT) that owns and operates manufactured housing communities, today made the following announcement regarding the internal promotion of key management personnel.

The Company is proud to announce effective February 5, 2008 the promotion of John B. McLaren, formerly Senior Vice President in charge of home sales and rental programs, to Executive Vice President and Chief Operating Officer, and the promotion of Karen J. Dearing, formerly Senior Vice President and Corporate Controller, to the positions of Executive Vice President, Chief Financial Officer, Treasurer and Secretary. Mr. McLaren brings 12 years of manufactured housing industry experience, over five of which were served in various roles at the Company including that of Regional Vice President, development and leadership of the Rental Home Program, and most recently, overall responsibility for homes sales and leasing through Sun Home Services. Ms. Dearing joined the Company in 1998 and was promoted to Corporate Controller in 2002, where she was responsible for the overall management of the Company's accounting and finance departments and all internal and external financial reporting.

Brian Fannon, who served as the Company's COO since 1994, will remain with the Company as its President, and Jeff Jorissen, who held the CFO position since 1993, will remain as a senior advisor to management.

Gary Shiffman, Chief Executive Officer, announced the changes noting "We anticipate that John McLaren's vision for implementing creative strategy that is both forward-looking and performance driven will translate into bottom-line operational performance, while Karen Dearing has been a trusted financial advisor that has delivered superior performance to this Company for almost 10 years. We are especially happy about the fact that this transition does not mean the loss of institutional expertise as both Mr. Fannon and Mr. Jorissen will stay on with the Company to provide strategic advice to management that will help us navigate our way through the challenges we face in the manufactured housing industry."

Sun Communities, Inc. is a real estate investment trust (REIT) that currently owns and operates a portfolio of 136 communities comprising approximately 47,600 developed

sites and approximately 6,600 sites suitable for development mainly in the Midwest and Southeast United States.

FORWARD LOOKING STATEMENTS

This press release contains various “forward-looking statements” within the meaning of the Securities Act of 1933 and the Securities Exchange Act of 1934, and the Company intends that such forward-looking statements will be subject to the safe harbors created thereby. The words “will,” “may,” “could,” “expect,” “anticipate,” “believes,” “intends,” “should,” “plans,” “estimates,” “approximate” and similar expressions identify these forward-looking statements. These forward-looking statements reflect the Company’s current views with respect to future events and financial performance, but involve known and unknown risks and uncertainties, both general and specific to the matters discussed in this press release. These risks and uncertainties may cause the actual results of the Company to be materially different from any future results expressed or implied by such forward-looking statements. Such risks and uncertainties include the ability of manufactured home buyers to obtain financing, the level of repossessions by manufactured home lenders and those referenced under the headings entitled “Factors That May Affect Future Results” or “Risk Factors” contained in the Company’s filings with the Securities and Exchange Commission. The forward-looking statements contained in this press release speak only as of the date hereof and the Company expressly disclaims any obligation to provide public updates, revisions or amendments to any forward- looking statements made herein to reflect changes in the Company’s expectations of future events.

For more information about Sun Communities, Inc.

visit our website at www.suncommunities.com

January 22, 2008

To: Participants in the Sun Communities, Inc. Dividend Reinvestment and Stock Purchase Plan

Re: Plan Termination

This letter is to notify you that, effective February 4, 2008, Sun Communities' Dividend Reinvestment and Stock Purchase Plan, dated March 18, 1997, which includes the dividend reinvestment program and discount stock purchase plan, will be terminated. As you know, optional cash payments in the Plan were suspended in March of 1999.

The recently declared \$0.63 per share dividend payable on January 22, 2008 to shareholders of record as of January 11, 2008 will be the final dividend to be reinvested under the Plan.

Computershare Trust Company, N.A. ("Computershare"), the Plan administrator, will continue to hold your whole shares in book-entry form in your account. Once the termination has been effected, Computershare will send you a book-entry statement reflecting all whole shares you hold under the Plan and a check for the net proceeds from the sale of fractional shares you hold under the Plan. The check for any fractional shares you hold under the Plan will be mailed separately from the book entry statement. In addition, you may request a certificate or a sale of whole shares that are credited to your account by contacting Computershare as described in the book entry statement.

The Company's Board of Directors has carefully considered the decision to terminate the Plan and has determined that this move is in the best interest of the Company and its shareholders. Because of the high yield on the common stock, it is not economically advantageous to the Company and its shareholders to continue the issuance of new shares under the Plan.

If you have any questions regarding your account, please contact Computershare at (800) 426-5523 or visit their website at www.computershare.com.

Thank you for your participation as a shareholder and for your continuing support.

Sun Communities, Inc.