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 (Date of earliest event reported): **April 24, 2018**

COMERICA INCORPORATED
(Exact name of registrant as specified in its charter)

Delaware	**1-10706**	**38-1998421**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

Comerica Bank Tower
1717 Main Street, MC 6404
Dallas, Texas 75201
(Address of principal executive offices) (zip code)

(214) 462-6831
(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

Emerging growth company ☐

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

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

As described in Item 5.07 below, Comerica Incorporated ("Comerica") held its 2018 Annual Meeting of Shareholders on April 24, 2018. At the meeting, Comerica's shareholders approved the Comerica Incorporated 2018 Long-Term Incentive Plan (the "2018 LTIP"). The 2018 LTIP was previously approved by the Governance, Compensation and Nominating Committee (the “Committee”) and the Board of Directors (the “Board”) of Comerica, subject to stockholder approval. The 2018 LTIP replaces the Comerica Incorporated Amended and Restated 2006 Long-Term Incentive Plan, as amended (the "Prior Plan"). Effective upon the approval of the 2018 LTIP, the Prior Plan was closed to further grants and the shares still available for grant under the Prior Plan will not be available for grant under the 2018 LTIP, provided that to the extent that any award outstanding under the Prior Plan is forfeited, terminates, expires or lapses without being exercised, or is settled for cash, or the shares subject to such award are not delivered as a result thereof, including any shares that are unearned under performance awards taking into account the maximum possible payout, such shares shall again be available for awards under the 2018 LTIP.

The 2018 LTIP will be administered by the Committee and generally provides for the granting to Comerica’s officers, employees and consultants of stock options, stock appreciation rights, restricted stock, restricted stock units, other stock-based awards and cash awards. 5,750,000 shares of Comerica common stock, par value $5.00 per share, are authorized for issuance through the 2018 LTIP.

A description of other material terms and conditions of the 2018 LTIP is on pages 104-114 of our definitive proxy statement for the 2018 Annual Meeting, filed with the Securities and Exchange Commission on March 13, 2018, which description is incorporated herein by reference. The description of the 2018 LTIP is qualified in its entirety by reference to the text of the 2018 LTIP, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

In connection with the adoption of the 2018 LTIP, the Committee approved the following form agreements:

- the forms of agreement for awards of restricted stock units (both cliff vesting and non-cliff vesting) to be granted under the 2018 LTIP;
- the form of agreement for awards of stock options to be granted under the 2018 LTIP;
- the form of agreement for Senior Executive Long-Term Performance (“SELTPP”) restricted stock units to be granted under the 2018 LTIP; and
- the forms of agreement for awards of restricted stock (both cliff vesting and non-cliff vesting) to be granted under the 2018 LTIP.

Each of the form agreements listed above is filed as an exhibit to this Current Report on Form 8-K and is incorporated herein by reference.

ITEM 5.07 SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS.

Comerica held its 2018 Annual Meeting of Shareholders on April 24, 2018. Matters voted upon by shareholders at that meeting were:

(i) the election of eleven directors;

(ii) the ratification of the appointment of Ernst & Young LLP as independent registered public accounting firm for the fiscal year ending December 31, 2018;

(iii) the approval of a non-binding, advisory proposal approving executive compensation; and

(iv) the approval of the Comerica Incorporated 2018 Long-Term Incentive Plan.

The final number of votes cast for, against or withheld (if applicable), as well as the number of abstentions and broker non-votes, with respect to each matter is set forth below.

Proposal 1

The director nominees listed below each received a majority of the votes cast that were present in person or represented by proxy at the Annual Meeting and entitled to vote on the proposal, and such individuals were each elected to serve as a director with a one-year term expiring in 2018. The results were as follows:

Director Nominees	For	Against	Abstained	Broker Non-Vote
Ralph W. Babb, Jr.	127,344,460	3,425,315	349,045	17,101,213
Michael E. Collins	130,761,272	232,622	124,926	17,101,213
Roger A. Cregg	128,978,289	2,022,002	118,529	17,101,213
T. Kevin DeNicola	129,338,395	1,659,040	121,385	17,101,213
Jacqueline P. Kane	130,623,475	375,189	120,156	17,101,213
Richard G. Lindner	129,789,843	1,196,065	132,912	17,101,213
Barbara R. Smith	130,765,001	229,325	124,494	17,101,213
Robert S. Taubman	130,088,927	918,702	111,191	17,101,213
Reginald M. Turner, Jr.	128,371,236	2,623,658	123,926	17,101,213
Nina G. Vaca	129,497,754	1,490,477	130,589	17,101,213
Michael G. Van de Ven	130,488,668	510,598	119,554	17,101,213

Proposal 2

The proposal to ratify the appointment of Ernst & Young LLP as the independent registered public accounting firm for the fiscal year ending December 31, 2018 was approved. The results were as follows:

For	Against	Abstained	Broker Non-Vote
144,835,979	3,248,095	135,959	0

Proposal 3

The nonbinding, advisory proposal approving executive compensation was approved. The results were as follows:

For	Against	Abstained	Broker Non-Vote
127,938,381	2,883,194	297,045	17,101,413

Proposal 4

The proposal to approve the Comerica Incorporated 2018 Long-Term Incentive Plan was approved. The results were as follows:

For	Against	Abstained	Broker Non-Vote
125,274,925	5,556,829	286,866	17,101,413

ITEM 9.01 FINANCIAL STATEMENTS AND EXHBITS

(d) Exhibits

10.1	Comerica Incorporated 2018 Long-Term Incentive Plan
10.2	Form of Standard Comerica Incorporated Restricted Stock Unit Agreement (cliff vesting) under the Comerica Incorporated 2018 Long-Term Incentive Plan
10.3	Form of Standard Comerica Incorporated Restricted Stock Unit Agreement (non-cliff vesting) under the Comerica Incorporated 2018 Long-Term Incentive Plan
10.4	Form of Standard Comerica Incorporated Non-Qualified Stock Option Agreement under the Comerica Incorporated 2018 Long-Term Incentive Plan
10.5	Form of Standard Comerica Incorporated Senior Executive Long-Term Performance Restricted Stock Unit Award Agreement under the Comerica Incorporated 2018 Long-Term Incentive Plan
10.6	Form of Standard Comerica Incorporated Restricted Stock Agreement (cliff vesting) under the Comerica Incorporated 2018 Long-Term Incentive Plan
10.7	Form of Standard Comerica Incorporated Restricted Stock Agreement (non-cliff vesting) under the Comerica Incorporated 2018 Long-Term Incentive Plan

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COMERICA INCORPORATED

By:	/s/ John D. Buchanan
Name:	John D. Buchanan
Title:	Executive Vice President - Chief Legal Officer

Date: April 26, 2018

Exhibit 10.1

COMERICA INCORPORATED
2018 LONG-TERM INCENTIVE PLAN

SECTION 1. Purpose; Definitions

The purpose of this Plan is to give the Company a competitive advantage in attracting, retaining and motivating officers, employees and/or consultants and to provide the Company and its Subsidiaries and Affiliates with a stock plan providing incentives for future performance of services directly linked to the profitability of the Company's businesses and increases in Company shareholder value.

For purposes of this Plan, the following terms are defined as set forth below, and certain other terms used herein have the definitions given to them in the first place in which they are used:

(a) "*Affiliate*" means a company or other entity controlled by, controlling or under common control with the Company.

(b) "*Applicable Exchange*" means the New York Stock Exchange or such other securities exchange as may at the applicable time be the principal market for the Common Stock.

(c) "*Award*" means a Stock Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Other Stock-Based Award or Cash Award granted pursuant to the terms of this Plan.

(d) "*Award Agreement*" means a written or electronic document or agreement setting forth the terms and conditions of a specific Award.

(e) "*Board*" means the board of directors of the Company.

(f) "*Business Combination*" has the meaning set forth in Section 10(e)(iii).

(g) "*Cash Award*" means an Award granted under Section 8 of the Plan.

(h) "*Cause*" means, unless otherwise provided in an Award Agreement, (i) "Cause" as defined in any Individual Agreement (unless expressly provided otherwise in such Individual Agreement) to which a Participant is a party as in effect as of immediately prior to the date of the Termination of Service that occurs on or after a Change in Control, or (ii) if there is no Individual Agreement, if it does not define Cause or if a Change in Control has not occurred prior to the date of Termination of Service: (A) conviction of, or plea of guilty or *nolo contendere* by, the Participant for committing a felony under federal law or the law of the state in which such action occurred, (B) willful and deliberate failure on the part of the Participant in the performance of his or her employment duties in any material respect, (C) dishonesty in the course of fulfilling the Participant's employment duties, (D) a material violation of the Company's ethics and compliance program or (E) prior to a Change in Control, such other events as shall be determined by the Committee. Notwithstanding the general rule of Section 2(c), following a Change in Control, any determination by the Committee as to whether "Cause" exists shall be subject to *de novo* review.

(i) "*Change in Control*" has the meaning set forth in Section 10(e).

(j) "*Code*" means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto, the Treasury Regulations thereunder and other relevant interpretive guidance issued by the Internal Revenue Service or the Treasury Department. Reference to any specific section of the Code shall be deemed to include such regulations and guidance, as well as any successor provision of the Code.

(k) "*Committee*" means the Committee referred to in Section 2.

(l) "*Common Stock*" means common stock, $5.00 par value per share, of the Company.

(m) "*Company*" means Comerica Incorporated, a Delaware corporation, or its successor.

(n) "*Corporate Transaction*" has the meaning set forth in Section 3(e).

(o) "*Delegate*" has the meaning set forth in Section 2(d).

(p) "*Disability*" means, unless otherwise provided in an Award Agreement, permanent and total disability as determined under the Company's Long-Term Disability Plan applicable to the Participant; *provided* that, in any case, for an Award that is subject to Section 409A of the Code, "Disability means "disability" as defined in Section 409(a)(2)(C) of the Code.

(q) "*Disaffiliation*" means a Subsidiary's or an Affiliate's ceasing to be a Subsidiary or Affiliate for any reason (including as a result of a public offering, or a spinoff or sale by the Company, of the stock of the Subsidiary or Affiliate) or a sale of a division of the Company and its Affiliates.

(r) "*Effective Date*" has the meaning set forth in Section 12(a).

(s) "*Eligible Individuals*" means officers, employees and consultants of the Company or any of its Subsidiaries or Affiliates, and prospective officers, employees and consultants who have accepted offers of employment or consultancy from the Company or its Subsidiaries or Affiliates.

(t) "*Exchange Act*" means the Securities Exchange Act of 1934, as amended from time to time, and any successor thereto.

(u) "*Fair Market Value*" means, except as otherwise determined by the Committee, the closing price of a Share on the Applicable Exchange on the date of measurement or, if Shares were not traded on the Applicable Exchange on such measurement date, then on the next preceding date on which Shares were traded on the Applicable Exchange, as reported by such source as the Committee may select. If there is no regular public trading market for such Common Stock, the Fair Market Value of the Common Stock shall be determined by the Committee in good faith and, to the extent applicable, such determination shall be made in a manner that satisfies Section 409A and Section 422(c)(1) of the Code.

(v) "*Full-Value Award*" means any Award other than a Stock Option, Stock Appreciation Right or Cash Award.

(w) "*Good Reason*" means, unless otherwise provided in an Award Agreement, (i) "Good Reason" as defined in any Individual Agreement (unless expressly provided otherwise in such Individual Agreement) to which the Participant is a party as in effect as of immediately prior to the date of the Termination of Service that occurs on or after a Change in Control, or (ii) if there is no such Individual Agreement or if it does not define Good Reason, the occurrence of any of the following without a Participant's consent: (A) a material reduction in the Participant's annual base salary or target short-term incentive compensation opportunity, in each case, from that in effect immediately prior to the Change in Control; or (B) a mandatory relocation of the Participant's principal location of employment to a location that is more than fifty (50) miles from his or her principal employment location immediately prior to the Change in Control and increases the distance between such Participant's home and principal employment location. In order to invoke a termination for Good Reason, the Participant shall provide written notice to the Company of the existence of one or more of the conditions described in clauses (A) through (B) within ninety (90) days following the Participant's knowledge of the initial existence of such condition or conditions, and the Company shall have thirty (30) days following receipt of such written notice (the "*Cure Period*") during which it may cure the condition, if curable. If the Company fails to cure the condition constituting Good Reason during the Cure Period, the Participant must terminate employment, if at all, within one (1) year following the end of the Cure Period in order for such termination to constitute a termination for Good Reason. The Participant's mental or physical incapacity following the occurrence of an event described above in clauses (A) through (B) shall not affect the Participant's ability to terminate employment for Good Reason.

(x) "*Grant Date*" means (i) the date on which the Committee by resolution selects an Eligible Individual to receive a grant of an Award and determines the number of Shares, or the formula for earning a number of Shares, to be subject to such Award or the cash amount subject to such Award, or (ii) such later date as the Committee shall provide in such resolution.

(y) "*Incentive Stock Option*" means any Stock Option designated in the applicable Award Agreement as an "incentive stock option" within the meaning of Section 422 of the Code, and that in fact so qualifies.

(z) "*Incumbent Board*" has the meaning set forth in Section 10(e)(ii).

(aa) "*Indemnified Person*" has the meaning set forth in Section 13(k).

(bb) "*Individual Agreement*" means, solely with respect to periods on or after a Change in Control, a change in control, severance or salary continuation agreement between a Participant and the Company or one of its Subsidiaries or Affiliates, which, for the avoidance of doubt, does not include any arrangement providing for similar benefits under a plan or policy.

(cc) "*Nonqualified Stock Option*" means any Stock Option that is not an Incentive Stock Option.

(dd) "*Other Stock-Based Award*" means Awards granted to a Participant under Section 9 of this Plan.

(ee) "*Outstanding Company Common Stock*" has the meaning set forth in Section 10(e)(i).

(ff) "*Outstanding Company Voting Securities*" has the meaning set forth in Section 10(e)(i).

(gg) "*Participant*" means an Eligible Individual to whom an Award is or has been granted.

(hh) "*Performance Goals*" means the performance goals established by the Committee in connection with the grant of an Award. Such goals shall be based on the attainment of specified levels of one or more of the following measures: (a) earnings per share (including variations thereof, such as diluted earnings per share, earnings per common share or diluted earnings per common share), (b) return measures (including, but not limited to, return on assets, average assets, equity, common equity or sales or shareholder payout ratio), (c) income measures (before or after taxes, including, but not limited to, net income, net interest income and noninterest income), (d) cash flow (including, but not limited to, operating cash flow and free cash flow), (e) cash flow return on investments, which equals net cash flows divided by owner's equity, (f) earnings before or after taxes, interest, depreciation and/or amortization, (g) internal rate of return or increase in net present value, (h) revenue measures (including, but not limited to, gross revenues and pre-provision net revenue), (i) gross margins, (j) expenses (including expense efficiency ratios and other expense measures), (k) strategic plan development and implementation, (l) capital levels, (m) loan growth, (n) stock price (including, but not limited to, growth measures and total stockholder return), (o) sustainability measures (including, but not limited to, the measures set forth in Comerica's Sustainability report, such as percentage reduction in paper consumption, water use, greenhouse gas emissions and/or landfill waste), (p) asset quality, (q) net interest margin, (r) deposit growth, (s) cost control, (t) liquidity, (u) objective customer service measures or indices, (v) customer satisfaction reports and (w) any other objective or subjective measures determined by the Committee, in each case with respect to the Company or any one or more Subsidiaries, divisions, business units or business segments thereof, or individual performance, either in absolute terms or relative to the performance of one or more other companies (including an index covering multiple companies).

(ii) "*Person*" has the meaning set forth in Section 10(e)(i).

(jj) "*Plan*" means the Comerica Incorporated 2018 Long-Term Incentive Plan, as set forth herein and as hereinafter amended from time to time.

(kk) "*Prior Plan*" means the Comerica Incorporated 2006 Amended and Restated Long-Term Incentive Plan, as amended to date.

(ll) "*Replaced Award*" has the meaning set forth in Section 10(b).

(mm) "*Replacement Award*" has the meaning set forth in Section 10(b).

(nn) "*Restricted Stock*" means an Award granted under Section 6.

(oo) "*Restricted Stock Unit*" has the meaning set forth in Section 7(a).

(pp) "*Retirement*" means, except as otherwise provided by the Committee, retirement from active employment with the Company or any Affiliate on or after age 65 or after attainment of both age 55 and at least ten (10) years of service with the Company or its Affiliates (as reflected in the Company's records).

(qq) "*Section 16(b)*" has the meaning set forth in Section 2(g).

(rr) "*Section 409A CIC*" has the meaning set forth in Section 10(a).

(ss) "*Separation from Service*" has the meaning set forth in Section 1(yy).

(tt) "*Share*" means a share of Common Stock.

(uu) "*Stock Appreciation Right*" means an Award granted under Section 5(b).

(vv) "*Stock Option*" means an Award granted under Section 5(a).

(ww) "*Subsidiary*" means any corporation, partnership, joint venture, limited liability company or other entity during any period in which at least a 50% voting or profits interest is owned, directly or indirectly, by the Company or any successor to the Company.

(xx) "*Term*" means the maximum period during which a Stock Option or Stock Appreciation Right may remain outstanding, subject to earlier termination upon Termination of Service or otherwise, as specified in the applicable Award Agreement.

(yy) "*Termination of Service*" means the termination of the applicable Participant's employment with, or performance of services for, the Company and any of its Subsidiaries or Affiliates. Unless otherwise determined by the Committee, (i) if a Participant's employment with the Company and its Affiliates terminates but such Participant continues to provide services to the Company and its Affiliates in a non-employee capacity, such change in status shall not be deemed a Termination of Service, and (ii) a Participant employed by, or performing services for, a Subsidiary or an Affiliate or a division of the Company and its Affiliates shall also be deemed to incur a Termination of Service if, as a result of a Disaffiliation, such Subsidiary, Affiliate or division ceases to be a Subsidiary, Affiliate or division, as the case may be, and the Participant does not immediately thereafter become an employee of, or service provider for, the Company or any Subsidiary or Affiliate. Temporary absences from employment because of illness, vacation or leave of absence and transfers among the Company and its Subsidiaries and Affiliates shall not be considered Terminations of Service. Notwithstanding the foregoing provisions of this definition, with respect to any Award that constitutes a "nonqualified deferred compensation plan" subject to Section 409A of the Code, a Participant shall not be considered to have experienced a "Termination of Service" unless the Participant has experienced a "separation from service" within the meaning of Section 409A of the Code (a "*Separation from Service*").

SECTION 2. Administration

(a) *Committee*. This Plan shall be administered by the Board directly, or if the Board elects, by the Governance, Compensation and Nominating Committee or such other committee of the Board as the Board may from time to time designate, which committee shall be composed of not less than two directors, and shall be appointed by and serve at the pleasure of the Board. All references in this Plan to the "Committee" refer to the Board as a whole, unless a separate committee has been designated or authorized consistent with the foregoing.

Subject to the terms and conditions of this Plan, the Committee shall have absolute authority:

(i) To select the Eligible Individuals to whom Awards may from time to time be granted;

(ii) To determine whether and to what extent Incentive Stock Options, Nonqualified Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Other Stock-Based Awards and Cash Awards or any combination thereof are to be granted hereunder;

(iii) To determine the number of Shares to be covered by each Award granted hereunder or the amount of any Cash Award;

(iv) To approve the form of any Award Agreement and determine the terms and conditions of any Award granted hereunder, including, but not limited to, the exercise price (subject to Section 5(c)) or any vesting condition, restriction or limitation (which may be related to the performance of the Participant, the Company or any Subsidiary or Affiliate);

(v) To modify, amend or adjust the terms and conditions (including, but not limited to, Performance Goals) of any Award (subject to Section 5(c) and Section 5(d)), at any time or from time to time, including, without limitation, in order to comply with tax and securities laws and to comply with changes of law and accounting standards;

(vi) To determine to what extent and under what circumstances Common Stock or cash payable with respect to an Award shall be deferred, either automatically or at the election of a Participant;

(vii) To determine under what circumstances an Award may be settled in cash, Shares, other property or a combination of the foregoing;

(viii) To adopt, alter and repeal such administrative rules, guidelines and practices governing this Plan as it shall from time to time deem advisable;

(ix) To establish any "blackout" period that the Committee in its sole discretion deems necessary or advisable;

(x) To interpret the terms and provisions of this Plan and any Award issued under this Plan (and any Award Agreement relating thereto);

(xi) To decide all other matters that must be determined in connection with an Award; and

(xii) To otherwise administer this Plan.

(b) *Procedures*.

(i) The Committee may act only by a majority of its members then in office, except that the Committee may, except to the extent prohibited by applicable law or the listing standards of the Applicable Exchange and, subject to Section 2(g), allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any part of its responsibilities and powers to any officer or officers selected by it. Any such allocation or delegation may be revoked by the Committee at any time.

(ii) Any authority granted to the Committee may be exercised by the full Board. To the extent that any permitted action taken by the Board conflicts with action taken by the Committee, the Board action shall control.

(c) *Discretion of Committee*. Subject to Section 1(h), any determination made by the Committee or pursuant to delegated authority under the provisions of this Plan with respect to any Award shall be made in the sole discretion of the Committee or such delegate at the time of the grant of the Award or, unless in contravention of any express term of this Plan, at any time thereafter. All decisions made by the Committee or any appropriately delegated officer pursuant to the provisions of this Plan shall be final, binding and conclusive on all persons, including the Company, Participants and Eligible Individuals.

(d) *Cancellation or Suspension*. Subject to Section 5(c), the Committee may cancel all or any portion of any Award, whether or not vested or deferred, as set forth below. Upon cancellation, the Participant shall forfeit the Award and any benefits attributable to such canceled Award or portion thereof. The Committee may cancel an Award if, in its sole discretion, the Committee determines in good faith that the Participant has done any of the following: (i) been convicted of, or plead guilty or *nolo contendere* to, a charge of commission of a felony under federal law or the law of the state in which such action occurred; (ii) committed fraud; (iii) embezzled; (iv) disclosed confidential information or trade secrets; (v) was terminated for Cause; (vi) engaged in any activity in competition with the business of the Company or any Subsidiary or Affiliate of the Company; or (vii) engaged in conduct that adversely affected the Company. The Executive Vice President — Chief Human Resources Officer, or such other officer designated from time to time by the Committee (the "*Delegate*"), shall have the power and authority to suspend all or any portion of any Award if the Delegate makes in good faith the determination described in the preceding sentence. Any such suspension of an Award shall remain in effect until the suspension shall be presented to and acted on by the Committee at its next meeting. This Section 2(d) shall have no application following a Change in Control.

(e) *Award Agreements.* The terms and conditions of each Award, as determined by the Committee, shall be set forth in a written (or electronic) Award Agreement, which shall be delivered to the Participant receiving such Award upon, or as promptly as is reasonably practicable following, the grant of such Award. The effectiveness of an Award shall be subject to the Participant's acceptance of the applicable Award Agreement within the time period specified in the Award Agreement, unless otherwise provided in the Award Agreement. Award Agreements may be amended only in accordance with Section 12(d) hereof.

(f) *Minimum Vesting Period*. Except for Awards granted with respect to a maximum of 5% of the Shares authorized in the first sentence of Section 3(a), Award Agreements shall not provide for a designated vesting period of less than one (1) year.

(g) *Section 16(b)*. The provisions of this Plan are intended to ensure that no transaction under this Plan is subject to (and all such transactions will be exempt from) the short-swing profit recovery rules of Section 16(b) of the Exchange Act ("*Section 16(b)*"). Accordingly, the composition of the Committee shall be subject to such limitations as the Board deems appropriate to permit transactions pursuant to this Plan to be exempt (pursuant to Rule 16b-3 promulgated under the Exchange Act) from Section 16(b), and no delegation of authority by the Committee shall be permitted if such delegation would cause any such transaction to be subject to (and not exempt from) Section 16(b).

SECTION 3. Common Stock Subject to Plan

(a) *Authorized Shares*. The maximum number of Shares that may be issued pursuant to Awards granted under this Plan shall be 5,750,000 Shares. Shares subject to an Award under this Plan may be authorized and unissued Shares, treasury Shares or Shares purchased in the open market or otherwise, at the sole discretion of the Committee.

(b) *Prior Plan*. On and after the Effective Date, no new awards may be granted under the Prior Plan, it being understood that (i) awards outstanding under the Prior Plan as of the Effective Date shall remain in full force and effect under the Prior Plan according to their respective terms, and (ii) to the extent that any such award is forfeited, terminates, expires or lapses without being exercised (to the extent applicable), or is settled for cash, the Shares subject to such award not delivered as a result thereof, including any Shares that are unearned under performance awards taking into account the maximum possible payout, shall again be available for Awards under this Plan.

(c) *Individual Limits*. No Participant may be granted (i) Stock Appreciation Rights and Stock Options covering in excess of 1,000,000 Shares during any calendar year, (ii) Full-Value Awards covering in excess of 500,000 Shares during any calendar year or (iii) Cash Awards in excess of $10,000,000 during any calendar year.

(d) *Rules for Calculating Shares Issued*. To the extent that any Award is forfeited, terminates, expires or lapses instead of being exercised, or any Award is settled for cash, the Shares subject to such Awards shall not be counted as Shares issued under this Plan. If tax withholding obligations relating to any Full-Value Award are satisfied by delivering Shares (either actually or through a signed document affirming the Participant's ownership and delivery of such Shares) or the Company withholding Shares relating to such Award, the net number of Shares subject to the Award after payment of the tax withholding obligations shall be deemed to have been granted for purposes of the first sentence of Section 3(a). If the exercise price and/or tax withholding obligations relating to any Stock Option or Stock Appreciation Right are satisfied by delivering Shares (either actually or through a signed document affirming the Participant's ownership and delivery of such Shares) or the Company withholding Shares relating to such Stock Option or Stock Appreciation Right, the gross number of Shares subject to the Stock Option or Stock Appreciation Right shall nonetheless be deemed to have been issued under this Plan.

(e) *Adjustment Provisions*.

(i) In the event of a merger, consolidation, acquisition of property or shares, stock rights offering, liquidation, disposition for consideration of the Company's direct or indirect ownership of a Subsidiary or Affiliate (including by reason of a Disaffiliation), or similar event affecting the Company or any of its Subsidiaries (each, a "*Corporate Transaction*"), the Committee or the Board may in its discretion make such substitutions or adjustments as it deems appropriate and equitable to (A) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under this Plan, (B) the maximum limitations on Awards in respect of Shares set forth in Section 3(c) applicable to the grants to individuals, (C) the number and kind of Shares or other securities subject to outstanding Awards, (D) financial goals or results underlying or relevant to a Performance Goal and (E) the exercise price of outstanding Awards.

(ii) In the event of a stock dividend, stock split, reverse stock split, reorganization, share combination or recapitalization or similar event affecting the capital structure of the Company, or a Disaffiliation, separation or spinoff, in each case without consideration, or other extraordinary dividend of cash or other property to the Company's shareholders, the Committee or the Board shall make such substitutions or adjustments as it deems appropriate and equitable to (A) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under this Plan, (B) the maximum limitation limitations on Awards in respect of Shares set forth in Section 3(c) applicable to the grants to individuals, (C) the number and kind of Shares or other securities subject to outstanding Awards, (D) financial goals or results underlying or relevant to a Performance Goal, and (E) the exercise price of outstanding Awards.

(iii) In the case of Corporate Transactions, such adjustments may include:(A) the cancellation of outstanding Awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Committee or the Board in its sole discretion (it being understood that in the case of a Corporate Transaction with respect to which shareholders of Common Stock receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Committee that the value of a Stock Option or Stock Appreciation Right shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each Share pursuant to such Corporate Transaction over the exercise price of such Stock Option or Stock Appreciation Right shall conclusively be deemed valid); (B) the substitution of other property (including cash or other securities of the Company and securities of entities other than the Company) for the Shares subject to outstanding Awards; and (C) in connection with any Disaffiliation, arranging for the assumption of Awards, or replacement of Awards with new awards based on other property or other securities (including other securities of the Company and securities of entities other than the Company), by the affected Subsidiary, Affiliate or division or by the entity that controls such Subsidiary, Affiliate, or division following such Disaffiliation (as well as any corresponding adjustments to Awards that remain based upon Company securities).

(iv) Any adjustments made pursuant to this Section 3(e) to Awards that are considered "nonqualified deferred compensation" subject to Section 409A of the Code shall be made in compliance with the requirements of Section 409A of the Code, and any adjustments made pursuant to Section 3(e) to Awards that are not considered "nonqualified deferred compensation" subject to Section 409A of the Code shall be made in such a manner as to ensure that, after such adjustments, either (A) the Awards continue not to be subject to Section 409A of the Code or (B) there does not result in the imposition of any penalty taxes under Section 409A of the Code in respect of such Awards.

(v) Any adjustment under this Section 3(e) need not be the same for all Participants.

SECTION 4. Eligibility

Awards may be granted under this Plan to Eligible Individuals; *provided*, *however*, that Incentive Stock Options may be granted only to employees of the Company and its subsidiaries or parent corporation (within the meaning of Section 424(f) of the Code).

SECTION 5. Stock Options and Stock Appreciation Rights

(a) *Stock Options*. Stock Options may be granted alone or in addition to other Awards granted under this Plan and may be of two types: Incentive Stock Options and Nonqualified Stock Options. The Award Agreement for a Stock Option shall indicate whether the Stock Option is intended to be an Incentive Stock Option or a Nonqualified Stock Option.

(b) *Stock Appreciation Rights.* Upon the exercise of a Stock Appreciation Right, the Participant shall be entitled to receive an amount in cash, or Shares with a Fair Market Value, equal to the product of (i) the excess of the Fair Market Value of a Share over the exercise price of the applicable Stock Appreciation Right, multiplied by (ii) the number of Shares in respect of which the Stock Appreciation Right has been exercised. The applicable Award Agreement shall specify whether such payment is to be made in cash or Common Stock, or shall reserve to the Committee or the Participant the right to make that determination prior to or upon the exercise of the Stock Appreciation Right.

(c) *Exercise Price; Prohibition on Repricing*. The exercise price per Share subject to a Stock Option or Stock Appreciation Right shall be determined by the Committee and set forth in the applicable Award Agreement, and shall not be less than the Fair Market Value of a Share on the applicable Grant Date. In no event may any Stock Option or Stock Appreciation Right granted under this Plan be amended, other than pursuant to Section 3(e), to decrease the exercise price thereof, be cancelled in exchange for other Awards or in conjunction with the grant of any new Stock Option or Stock Appreciation Right with a lower exercise price, or otherwise be subject to any action that would be treated, under the Applicable Exchange listing standards or for accounting purposes, as a "repricing" of such Stock Option or Stock Appreciation Right, unless such amendment, cancellation, or action is approved by the Company's shareholders. Further, except as provided in Section 3(e) hereof, the Committee may not, without prior approval of the Company's shareholders, seek to effect any repricing of any previously granted "underwater" Stock Option or Stock Appreciation Right by repurchasing the underwater Stock Option or Stock Appreciation Right with cash. A Stock Option or Stock Appreciation Right shall be deemed to be "underwater" at any time when the Fair Market Value of the Shares covered by such Stock Option or Stock Appreciation Right is less than the exercise price of the Stock Option or Stock Appreciation Right.

(d) *Term*. The Term of each Stock Option and each Stock Appreciation Right shall be fixed by the Committee, but no Stock Option or Stock Appreciation Right shall be exercisable more than ten (10) years after its Grant Date.

(e) *Exercisability*. Except as otherwise provided herein, Stock Options and Stock Appreciation Rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee.

(f) *Method of Exercise*. Subject to the provisions of this Section 5, Stock Options and Stock Appreciation Rights may be exercised, in whole or in part, at any time during the Term thereof, in accordance with the methods and procedures established by the Committee in the Award Agreement or otherwise.

(g) *Delivery; Rights of Shareholders*. A Participant shall not be entitled to delivery of Shares pursuant to the exercise of a Stock Option or Stock Appreciation Right until the exercise price therefor has been fully paid and applicable taxes have been withheld. Except as otherwise provided in Section 5(k), a Participant shall have all of the rights of a shareholder of the Company holding the number of Shares deliverable pursuant to such Stock Option or Stock Appreciation Right (including, if applicable, the right to vote the applicable Shares), when the Participant (i) has given proper notice of exercise, (ii) if requested, has given the representation described in Section 13(a) and (iii) in the case of a Stock Option, has paid in full for such Shares.

(h) *Nontransferability of Stock Options and Stock Appreciation Rights*. No Stock Option or Stock Appreciation Right shall be transferable by a Participant other than, for no value or consideration, (i) by will or by the laws of descent and distribution, or (ii) upon the Participant's death, to a designated beneficiary pursuant to Section 13(f) hereof. A Stock Appreciation Right shall be transferable only with the related Stock Option as permitted by the preceding sentence. Any Stock Option or Stock Appreciation Right shall be exercisable, subject to the terms of this Plan, only by the Participant, the guardian or legal representative of the Participant, or any person to whom such Stock Option is transferred pursuant to this Section 5(h), it being understood that the term "holder" and "Participant" include such guardian, legal representative and other transferee; *provided*, *however*, that the term "Termination of Service" shall continue to refer to the Termination of Service of the original Participant.

(i) *Termination of Service*. The effect of a Participant's Termination of Service on any Stock Option or Stock Appreciation Right then held by the Participant shall be set forth in the applicable Award Agreement or any other document approved by the Committee and applicable to such Stock Option or Stock Appreciation Right. In no event shall a Stock Option or Stock Appreciation Right be exercisable after the expiration of its Term.

(j) *Additional Rules for Incentive Stock Options*. Notwithstanding any other provision of this Plan to the contrary, no Stock Option that is intended to qualify as an Incentive Stock Option may be granted to any Eligible Individual who at the time of such grant owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any Subsidiary, unless at the time such Stock Option is granted the exercise price is at least 110% of the Fair Market Value of a Share and such Stock Option by its terms is not exercisable after the expiration of five (5) years from the date such Stock Option is granted. In addition, the aggregate Fair Market Value of the Common Stock (determined at the time a Stock Option for the Common Stock is granted) for which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year, under all of the incentive stock option plans of the Company and of any Subsidiary, may not exceed $100,000. To the extent a Stock Option that by its terms was intended to be an Incentive Stock Option exceeds this $100,000 limit, the portion of the Stock Option in excess of such limit shall be treated as a Nonqualified Stock Option.

(k) *Dividends and Dividend Equivalents*. Dividends (whether paid in cash or Shares) and dividend equivalents may not be paid or accrued on Stock Options or Stock Appreciation Rights; *provided* that Stock Options and Stock Appreciation Rights may be adjusted under certain circumstances in accordance with the terms of Section 3(e).

SECTION 6. Restricted Stock

(a) *Administration*. Shares of Restricted Stock are actual Shares issued to a Participant and may be awarded either alone or in addition to other Awards granted under this Plan. The Committee shall determine the Eligible Individuals to whom and the time or times at which grants of Restricted Stock will be awarded, the number of Shares to be awarded to any Eligible Individual, the conditions for vesting, the time or times within which such Awards may be subject to forfeiture and any other terms and conditions of the Awards, in addition to those contained in Section 6(c).

(b) *Book Entry Registration or Certificated Shares*. Shares of Restricted Stock shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of one or more stock certificates. If any certificate is issued in respect of Shares of Restricted Stock, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Award, substantially in the following form:

> The transferability of this certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture) of the Comerica Incorporated 2018 Long-Term Incentive Plan and an Award Agreement. Copies of such Plan and Agreement are on file at the offices of Comerica Incorporated, 1717 Main Street, Dallas, Texas 75201.

The Committee may require that the certificates evidencing such Shares be held in custody by the Company until the restrictions thereon shall have lapsed and that, as a condition of any Award of Restricted Stock, the applicable Participant shall have delivered a stock power, endorsed in blank, relating to the Common Stock covered by such Award.

(c) *Terms and Conditions*. Shares of Restricted Stock shall be subject to the following terms and conditions and such other terms and conditions as are set forth in the applicable Award Agreement (including the vesting or forfeiture provisions applicable upon a Termination of Service):

(i) The Committee shall, prior to or at the time of grant, condition (A) the vesting of an Award of Restricted Stock upon the continued service of the applicable Participant, or (B) the grant or vesting of an Award of Restricted Stock upon the attainment of Performance Goals or the attainment of Performance Goals and the continued service of the applicable Participant. The conditions for grant or vesting and the other provisions of Awards of Restricted Stock (including any applicable Performance Goals) need not be the same with respect to each recipient.

(ii) Subject to the provisions of this Plan and the applicable Award Agreement, during the period, if any, set by the Committee, commencing with the date of such Awards of Restricted Stock for which such vesting restrictions apply, and until the expiration of such period, the Participant shall not be permitted to sell, assign, transfer, pledge or otherwise encumber Shares of Restricted Stock.

(d) *Rights of a Shareholder*. Except as provided in this Section 6 and the applicable Award Agreement, the applicable Participant shall have, with respect to the Shares of Restricted Stock, all of the rights of a shareholder of the Company holding the class or series of Common Stock that is the subject of the Restricted Stock, including, if applicable, the right to vote the Shares and the right to receive any dividends; *provided*, *however*, that (A) cash dividends on the class or series of Common Stock that is the subject of the Restricted Stock shall be held subject to the vesting of the underlying Restricted Stock and (B) subject to Section 13(e), dividends payable in Common Stock shall be paid in the form of Restricted Stock of the same class as the Common Stock with which such dividend was paid and shall be held subject to the vesting of the underlying Restricted Stock.

(e) *Termination of Service*. The effect of a Participant's Termination of Service on any Share of Restricted Stock then held by the Participant shall be set forth in the applicable Award Agreement or any other document approved by the Committee and applicable to such Share of Restricted Stock.

SECTION 7. Restricted Stock Units

(a) *Nature of Awards.* Restricted stock units and deferred share rights (together, "*Restricted Stock Units*") are Awards denominated in Shares that will be settled, subject to the terms and conditions of the Restricted Stock Units, in a specified number of Shares or an amount of cash equal to the Fair Market Value of a specified number of Shares.

(b) *Terms and Conditions*. Restricted Stock Units shall be subject to the following terms and conditions and such other terms and conditions as are set forth in the applicable Award Agreement (including the vesting or forfeiture provisions applicable upon a Termination of Service):

(i) The Committee shall, prior to or at the time of grant, condition (A) the vesting of Restricted Stock Units upon the continued service of the applicable Participant or (B) the grant or vesting of Restricted Stock Units upon the attainment of Performance Goals or the attainment of Performance Goals and the continued service of the applicable Participant. The conditions for grant or vesting and the other provisions of Restricted Stock Units (including any applicable Performance Goals) need not be the same with respect to each recipient. An Award of Restricted Stock Units shall be settled as and when the Restricted Stock Units vest, at a later time specified by the Committee in the applicable Award Agreement, or, if the Committee so permits, in accordance with an election of the Participant.

(ii) Subject to the provisions of this Plan and the applicable Award Agreement, prior to the delivery of Shares in settlement of Restricted Stock Units, the Participant shall not be permitted to sell, assign, transfer, pledge or otherwise encumber Restricted Stock Units.

(iii) The Award Agreement for Restricted Stock Units shall specify whether, to what extent and on what terms and conditions the applicable Participant shall be entitled to receive payments of cash, Common Stock or other property corresponding to the dividends payable on the Common Stock (subject to Section 13(e) below).

(c) *Rights of a Shareholder*. A Participant to whom Restricted Stock Units are awarded shall have no rights as a shareholder with respect to the Shares represented by the Restricted Stock Units unless and until Shares are actually delivered to the participant in settlement thereof. The Award Agreement shall set forth any rights applicable to an Award of Restricted Stock Units to adjustment to reflect the deemed reinvestment in additional Restricted Stock Units of the dividends that would be paid and distributions that would be made with respect to the Award of Restricted Stock Units as if it consisted of actual Shares, subject to Section 13(e).

(d) *Termination of Service*. The effect of a Participant's Termination of Service on any Restricted Stock Unit then held by the Participant shall be set forth in the applicable Award Agreement or any other document approved by the Committee and applicable to such Restricted Stock Unit.

SECTION 8. Cash Award

The Committee may grant awards to Eligible Individuals that are denominated and payable in cash in such amounts and subject to such terms and conditions consistent with the terms of this Plan as the Committee shall determine. With respect to a Cash Award subject to Performance Goals, the Performance Goals to be achieved during any performance period and the length of the performance period shall be determined by the Committee upon the grant of such Cash Award. The conditions for grant or vesting and the other provisions of a Cash Award (including any applicable Performance Goals) need not be the same with respect to each recipient.

SECTION 9. Other Stock-Based Awards

The Committee may grant equity-based or equity-related awards not otherwise described herein in such amounts and subject to such terms and conditions consistent with the terms of this Plan as the Committee shall determine. Without limiting the generality of the preceding sentence, each such Other Stock-Based Award may (a) involve the transfer of actual Shares to Participants, either at the time of grant or thereafter, or payment in cash or otherwise of amounts based on the value of Shares, (b) be subject to performance-based and/or service-based conditions, (c) be in the form of phantom stock, restricted stock, restricted stock units, performance shares, deferred share units or share-denominated performance units, or other awards denominated in, or with a value determined by reference to, a number of Shares that is specified at the time of the grant of such Award, and (d) be designed to comply with applicable laws of jurisdictions other than the United States.

SECTION 10. Change-in-Control Provisions

(a) *General*. The provisions of this Section 10 shall, subject to Section 3(e), apply notwithstanding any other provision of this Plan to the contrary, except to the extent the Committee specifically provides otherwise in an Award Agreement.

(b) *Impact of Change in Control.* Upon the occurrence of a Change in Control, unless otherwise provided in the applicable Award Agreement: (i) all then-outstanding Stock Options and Stock Appreciation Rights shall become fully vested and exercisable, and all Full-Value Awards (other than performance-based Awards) and all Cash Awards (other than performance-based Cash Awards) shall vest in full, be free of restrictions and be deemed to be earned and payable in an amount equal to the full value of such Award, except in each case to the extent that another Award meeting the requirements of Section 10(c) (any award meeting the requirements of Section 10(c), a "*Replacement Award*") is provided to the Participant pursuant to Section 3(e) to replace such Award (any award intended to be replaced by a Replacement Award, a "*Replaced Award*"), and (ii) any performance-based Full Value Award or Cash Award that is not replaced by a Replacement Award shall be deemed to be earned and payable in an amount equal to the full value of such performance-based Award (with all applicable Performance Goals deemed achieved at the greater of (x) the applicable target level and (y) the level of achievement as determined by the Committee not later than the date of the Change in Control, taking into account performance through the latest date preceding the Change in Control as to which performance can, as a practical matter, be determined (but not later than the end of the applicable performance period)).

(c) *Replacement Awards.* An Award shall meet the conditions of this Section 10(c) (and hence qualify as a Replacement Award) if: (i) it is of the same type as the Replaced Award (except that for any Replaced Award that is performance-based, the Replacement Award shall be subject solely to time-based vesting for the remainder of the applicable performance period (or such shorter period as determined by the Committee) and the applicable Performance Goals shall be deemed to be achieved at the greater of (x) the applicable target level and (y) the level of achievement as determined by the Committee, taking into account performance through the latest date preceding the Change in Control as to which performance can, as a practical matter, be determined (but not later than the end of the applicable performance period)); (ii) it has a value equal to the value of the Replaced Award as of the date of the Change in Control, as determined by the Committee in its sole discretion consistent with Section 3(e); (iii) the underlying Replaced Award was an equity-based award, it relates to publicly traded equity securities of the Company or the entity surviving the Company following the Change in Control; (iv) it contains terms relating to time-based vesting (including with respect to a Termination of Service) that are substantially identical to those of the Replaced Award; and (v) its other terms and conditions are not less favorable to the Participant than the terms and conditions of the Replaced Award (including the provisions that would apply in the event of a subsequent Change in Control) as of the date of the Change in Control. Without limiting the generality of the foregoing, a Replacement Award may take the form of a continuation of the applicable Replaced Award if the requirements of the preceding sentence are satisfied. If a Replacement Award is granted, the Replaced Award shall not vest upon the Change in Control. The determination whether the conditions of this Section 10(c) are satisfied shall be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(d) *Termination of Service.* Notwithstanding any other provision of this Plan to the contrary and unless otherwise determined by the Committee and set forth in the applicable Award Agreement, upon a Termination of Service of a Participant by the Company other than for Cause or by the Participant for Good Reason within twenty-four (24) months following a Change in Control (or such longer period as specified in the applicable Award Agreement), (i) all Replacement Awards held by such Participant shall vest in full and be free of restrictions and (ii) unless otherwise provided in the applicable Award Agreement, notwithstanding any other provision of this Plan to the contrary, any Stock Option or Stock Appreciation Right held by the Participant as of the date of the Change in Control that remains outstanding as of the date of such Termination of Service may thereafter be exercised until the expiration of the stated full Term of such Nonqualified Stock Option or Stock Appreciation Right.

(e) *Definition of Change in Control*. For purposes of this Plan, a "*Change in Control*" shall mean the happening of any of the following events:

(i) An acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "*Person*") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (1) the then-outstanding shares of common stock of the Company (the "*Outstanding Company Common Stock*") or (2) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "*Outstanding Company Voting Securities*"); *provided*, *however*, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change in Control: (1) any acquisition directly from the Company, (2) any acquisition by the Company, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company or (4) any acquisition by any entity pursuant to a transaction that complies with clauses (1), (2) and (3) of subsection (iii) of this Section 10(e); or

(ii) A change in the composition of the Board such that the individuals who, as of the Effective Date, constitute the Board (the "*Incumbent Board*") cease for any reason to constitute at least a majority of the Board; *provided*, *however*, that, for purposes of this Section 10(e), any individual who becomes a member of the Board subsequent to the Effective Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this proviso) shall be considered as though such individual were a member of the Incumbent Board; *provided further*, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board shall not be considered as a member of the Incumbent Board; or

(iii) The consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its Subsidiaries or sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or securities of another entity by the Company or any of its subsidiaries (a "*Business Combination*"), in each case, unless, following such Business Combination, (1) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock (or, for a noncorporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a noncorporate entity, equivalent securities), as the case may be, of the entity resulting from such Business Combination (including an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (2) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock (or, for a noncorporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity except to the extent that such ownership existed prior to the Business Combination and (3) at least a majority of the members of the board of directors (or, for a noncorporate entity, equivalent body or committee) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(iv) The approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

Notwithstanding any other provision of this Plan, any Award Agreement or any Individual Agreement, for any Award that constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code, a Change in Control shall not constitute a settlement or distribution event with respect to such Award, or an event that otherwise changes the timing of settlement or distribution of such Award, unless the Change in Control also constitutes an event described in Section 409A(a)(2)(v) of the Code and the regulations promulgated thereunder (a "*Section 409A CIC*"); *provided*, *however*, that whether or not a Change in Control is a Section 409A CIC, such Change in Control shall result in the accelerated vesting of such Award to the extent provided by the Award Agreement, this Plan, any Individual Agreement or otherwise by the Committee.

SECTION 11. Section 409A

This Plan and the Awards granted hereunder are intended to comply with the requirements of Section 409A of the Code or an exemption or exclusion therefrom and, with respect to amounts that are subject to Section 409A of the Code, it is intended that this Plan be administered and interpreted in all respects in accordance with Section 409A of the Code. Each payment under any Award that constitutes nonqualified deferred compensation subject to Section 409A of the Code shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may a Participant, directly or indirectly, designate the calendar year of any payment to be made under any Award that constitutes nonqualified deferred compensation subject to Section 409A of the Code. Notwithstanding any other provision of this Plan or any Award Agreement to the contrary, if a Participant is a "specified employee" within the meaning of Section 409A of the Code (as determined in accordance with the methodology established by the Company), amounts that constitute "nonqualified deferred compensation" subject to Section 409A of the Code that would otherwise be payable by reason of a Participant's Separation from Service during the six (6)-month period immediately following such Separation from Service shall instead be paid or provided on the first business day following the date that is six (6) months following the Participant's Separation from Service. If the Participant dies following the Separation from Service and prior to the payment of any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the designated beneficiary of the Participant pursuant to Section 13(f) hereof within thirty (30) days following the date of the Participant's death.

SECTION 12. Term, Amendment and Termination

(a) *Effectiveness*. This Plan was approved by the Committee and adopted by the Board on February 27, 2018, subject to and contingent upon approval by the Company's shareholders. This Plan will be effective as of the date of such approval by the Company's shareholders (the "*Effective Date*").

(b) *Termination*. This Plan will terminate on the tenth (10^{th}) anniversary of the Effective Date. Awards outstanding as of such date shall not be affected or impaired by the termination of this Plan.

(c) *Amendment of Plan*. The Board or the Committee may amend, alter or discontinue this Plan, but no amendment, alteration or discontinuation shall be made that would materially impair the rights of the Participant with respect to a previously granted Award without such

Participant's consent, except such an amendment made to comply with applicable law, including Section 409A of the Code, Applicable Exchange listing standards or accounting rules. In addition, no amendment shall be made without the approval of the Company's shareholders to the extent such approval is required by applicable law or the listing standards of the Applicable Exchange.

(d) *Amendment of Awards*. Subject to Section 5(c), the Committee may unilaterally amend the terms of any Award theretofore granted, but no such amendment shall, without the Participant's consent, materially impair the rights of any Participant with respect to an Award, except such an amendment made to cause this Plan or Award to comply with applicable law, Applicable Exchange listing standards or accounting rules.

SECTION 13. General Provisions

(a) *Conditions for Issuance*. The Committee may require each person purchasing or receiving Shares pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the Shares without a view to the distribution thereof. The certificates for such Shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer. Notwithstanding any other provision of this Plan or agreements made pursuant thereto, the Company shall not be required to issue or deliver any Shares (whether in certificated or book-entry form) under this Plan prior to fulfillment of all of the following conditions: (i) listing or approval for listing upon notice of issuance, of such Shares on the Applicable Exchange; (ii) any registration or other qualification of such Shares of the Company under any state or federal law or regulation, or the maintaining in effect of any such registration or other qualification that the Committee shall, in its absolute discretion upon the advice of counsel, deem necessary or advisable; and (iii) obtaining any other consent, approval or permit from any state or federal governmental agency that the Committee shall, in its absolute discretion, determine to be necessary or advisable.

(b) *Additional Compensation Arrangements*. Nothing contained in this Plan shall prevent the Company or any Subsidiary or Affiliate from adopting other or additional compensation arrangements for its employees.

(c) *No Contract of Employment*. This Plan shall not constitute a contract of employment, and adoption of this Plan shall not confer upon any employee any right to continued employment, nor shall it interfere in any way with the right of the Company or any Subsidiary or Affiliate to terminate the employment of any employee at any time.

(d) *Required Taxes*. No later than the date as of which an amount first becomes includible in the gross income of a Participant for federal, state, local or foreign income or employment or other tax purposes with respect to any Award under this Plan, such Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount. Unless otherwise determined by the Company, withholding obligations may be settled with Common Stock, including Common Stock that is part of the

Award that gives rise to the withholding requirement, having a Fair Market Value on the date of withholding equal to the amount to be withheld for tax purposes, all in accordance with such procedures as the Committee establishes. The obligations of the Company under this Plan shall be conditional on such payment or arrangements, and the Company and its Affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to such Participant. The Committee may establish such procedures as it deems appropriate, including making irrevocable elections, for the settlement of withholding obligations with Common Stock.

(e) *Limitation on Dividend Reinvestment and Dividend Equivalents*. Reinvestment of dividends in additional Restricted Stock at the time of any dividend payment, and the payment of Shares with respect to dividends to Participants holding Awards of Restricted Stock Units, shall only be permissible if sufficient Shares are available under Section 3 for such reinvestment or payment (taking into account then-outstanding Awards). If sufficient Shares are not available for such reinvestment or payment, such reinvestment or payment shall be made in the form of a grant of Restricted Stock Units equal in number to the Shares that would have been obtained by such payment or reinvestment, the terms of which Restricted Stock Units shall provide for settlement in cash and for dividend equivalent reinvestment in further Restricted Stock Units on the terms contemplated by this Section 13(e). Any dividends or dividend equivalents credited with respect to any Award will be subject to the same time and/or performance-based vesting conditions applicable to such Award and shall, if vested, be delivered or paid at the same time as such Award.

(f) *Designation of Death Beneficiary*. The Committee shall establish such procedures as it deems appropriate for a Participant to designate a beneficiary to whom any amounts payable in the event of such Participant's death are to be paid or by whom any rights of such Participant after such Participant's death may be exercised.

(g) *Governing Law and Interpretation*. This Plan and all Awards made and actions taken hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws. The captions of this Plan are not part of the provisions hereof and shall have no force or effect. Whenever the words "include," "includes" or "including" are used in this Plan, they shall be deemed to be followed by the words "but not limited to" and the word "or" shall be understood to mean "and/or" where the context so requires.

(h) *Nontransferability*. Except as otherwise provided in Section 5(h), or as determined by the Committee, Awards under this Plan are not transferable except by will or by laws of descent and distribution, in each case, for no value or consideration.

(i) *Clawback Policy*. Awards granted pursuant to this Plan shall be subject to the terms of the recoupment (clawback) policy adopted by the Company as in effect from time to time, as well as any recoupment/forfeiture provisions required by law and applicable to the Company or its subsidiaries; *provided*, *however*, unless prohibited by applicable law, the

Company’s recoupment (clawback) policy shall have no application to the Award (or the Shares, or payments received in respect of an Award) following a Change in Control.

(j) *Whistleblowing*. Nothing contained in this Plan prohibits a Participant from (a) reporting possible violations of federal law or regulations, including any possible securities laws violations, to any government agency or entity, (b) making any other disclosures that are protected under the whistleblower provisions of federal law or regulations or (c) otherwise fully participating in any federal whistleblower programs, including but not limited to any such programs managed by the U.S. Securities and Exchange Commission.

(k) *Indemnification*. No member of the Board or the Committee or any designated officer, Delegate or employee (each, an “*Indemnified Person*”) shall have any liability to any person (including, without limitation, any Participant) for any action, failure to act, determination or interpretation made in good faith with respect to this Plan or any Award granted hereunder. The Company shall indemnify an Indemnified Person for all costs and expenses and, to the fullest extent permitted by applicable law and the Company’s governing documents, any liability incurred in connection with defending against, responding to, negotiating for the settlement of or otherwise dealing with any claim, cause of action or dispute of any kind arising in connection with the administration of this Plan and the Awards granted hereunder.

(l) *Unfunded Status of Plan*. It is intended that this Plan constitute an “unfunded” plan. Neither the Company nor the Committee shall have any obligation to segregate assets or establish a trust or other arrangements to meet the obligations created under the Plan. Any liability of the Company to any Participant with respect to an Award shall be based solely upon contractual obligation created by the Plan and the Award Agreement. No such obligation shall be deemed to be secured by any pledge or encumbrance on the property of the Company.

COMERICA INCORPORATED
RESTRICTED STOCK UNIT AWARD AGREEMENT (CLIFF)

THIS AGREEMENT (this "Agreement") between Comerica Incorporated (the "Company") and **XXXXXX** (the "Participant") is effective as of **XXXXXX** (the "Effective Date"). Any undefined terms appearing herein as defined terms shall have the same meaning as they do in the Comerica Incorporated 2018 Long-Term Incentive Plan, as amended and/or restated from time to time, or any successor plan thereto (the "Plan"). The Company shall provide a copy of the Plan to the Participant upon request.

WITNESSETH:

1. Award of Restricted Stock Units. Pursuant to the provisions of the Plan, the Company hereby awards the Participant, subject to the terms and conditions of the Plan (incorporated herein by reference), and subject further to the terms and conditions in this Agreement, **XXXXXX** restricted stock units ("RSUs") (the "Award"). Each RSU shall represent an unfunded, unsecured right for the Participant to receive one (1) Share, as described in this Agreement.

2. Ownership Rights. The Participant shall have no voting or other ownership rights in the Company arising from the Award of RSUs under this Agreement prior to the delivery of Shares upon the vesting and settlement of RSUs underlying the Award.

3. Dividend Equivalents. If cash dividends are declared by the Board on the Common Stock on or after the Effective Date and prior to the Settlement Date (as defined below), cash dividend equivalents (the "Dividend Equivalents") shall accrue on the Shares underlying RSUs, whether such RSUs are vested or unvested, which Dividend Equivalents shall be subject to vesting and forfeiture on the same terms and conditions as the underlying RSUs. Such Dividend Equivalents shall be in an amount of cash per RSU equal to the cash dividend paid with respect to each outstanding Share and shall be credited on the declaration date applicable to Shares. The Dividend Equivalents accrued prior to the Settlement Date shall be paid to the Participant with respect to all vested RSUs as soon as administratively feasible (and in no event more than forty-five (45) days) following the Settlement Date. The Dividend Equivalents accrued on Shares underlying RSUs that do not vest and are forfeited shall be forfeited for no consideration on the date such RSU is forfeited.

4. Vesting of Award.

   a. *General*. Except as otherwise provided in the Plan and this Agreement, 100% of the RSUs covered by the Award shall vest on the third anniversary of the Effective Date (or, if such date is not a business day, the business day immediately preceding such date) (the "Vesting Date"), subject to the Participant's continued employment by the Company or one of its Affiliates through the Vesting Date.

   b. *Death or Disability*. In the event of the Participant's Termination of Service due to death or Disability, prior to the Vesting Date, the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service.

   c. *Change in Control*. To the extent a Replacement Award is provided pursuant to Section 10(c) of the Plan, upon a Termination of Service of the Participant by the Company other than for Cause or by the Participant for Good Reason (as defined below), in each case, prior to the Vesting Date and within twenty-four (24) months following a Change in Control, the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service. If a Replacement Award is not provided in respect of the Award, the vesting provisions set forth in Section 10(b) of the Plan shall apply.

   Notwithstanding any provision of the Plan or any other agreement to the contrary, for purposes of this Agreement, the term "Good Reason" means the occurrence of any of the following without the Participant's consent: (i) a material reduction in the Participant's annual base salary or target short-term incentive compensation opportunity, in each case, from that in effect immediately prior to the Change in Control; or (ii) a mandatory relocation of the Participant's principal location of employment to a location that is more than fifty (50) miles from his or her principal employment location immediately prior to the Change in Control and increases the distance between the Participant's home and principal employment location. In order to invoke a termination for Good Reason, the Participant shall provide written notice to the Company of the existence of one or more of the conditions described in clauses (i) or (ii) within ninety (90) days following the Participant's knowledge of the initial existence of such condition or conditions, and the Company shall have thirty (30) days following receipt of such written notice (the "Cure Period") during which it may cure the condition, if curable. If the Company fails to cure the condition constituting Good Reason during the Cure Period, the Participant must terminate employment, if at all, within one (1) year following the end of the Cure Period in order for such termination to constitute a termination for Good Reason. The Participant's mental or physical incapacity following the occurrence of an event described above in clauses (i) or (ii) shall not affect the Participant's ability to terminate employment for Good Reason.

d. *All Other Terminations*. Except as provided in this Section 4, if the Participant's Termination of Service occurs prior to the Vesting Date, the Award shall be forfeited for no consideration effective immediately as of the date of Termination of Service, unless the Committee determines otherwise.

5. Special Vesting and Forfeiture Terms.

a. *Forfeiture Resulting from Acts Occurring During the Grant Year*. Notwithstanding any other provision of this Agreement, if it shall be determined at any time subsequent to the Effective Date and prior to the Settlement Date (or, in the case of a termination due to death or Disability, the date of Termination of Service) that the Participant has, during the calendar year in which the Effective Date occurs (the "Grant Year"), (i) failed to comply with Company policies and procedures, including the Code of Business Conduct and Ethics or the Senior Financial Officer Code of Ethics (if applicable), (ii) violated any law or regulation, (iii) engaged in negligent or willful misconduct, (iv) engaged in activity resulting in a significant or material Sarbanes-Oxley control deficiency, or (v) demonstrated poor risk management or lack of judgment in discharge of Company duties, and such failure, violation, misconduct, activity or behavior (1) demonstrates an inadequate sensitivity to the inherent risks of Participant's business line or functional area, and (2) results in, or is reasonably likely to result in, a material adverse impact (whether financial or reputational) on the Company or Participant's business line or functional area, all or part of the Award granted under this Agreement that has not yet become vested at the time of such determination may be cancelled and forfeited. "Inadequate sensitivity" to risk is demonstrated by imprudent activities that subject the Company to risk outcomes in future periods, including risks that may not be apparent at the time the activities are undertaken.

b. *Forfeiture of Award for Acts Occurring in Years Other Than the Grant Year*. Notwithstanding any other provisions of this Agreement, if the Participant receives one or more equity awards in any calendar years other than the Grant Year (an "Other Grant Year") pursuant to an Award Agreement that contains a clause substantially similar to Section 5(a) above, and it shall be determined that Participant, as a result of risk-related behavior, should be subject to the forfeiture of all or part of any such award granted in such Other Grant Year in accordance with the terms of such clause, then the unvested portion of the Award granted under this Agreement shall be subject to forfeiture to the extent necessary to equal the Unsatisfied Forfeiture Value (as defined below). The term "Unsatisfied Forfeiture Value" shall mean the value (as determined by the Committee in its absolute discretion) of any portion of the Award determined by the Committee to be subject to forfeiture with respect to the Other Grant Year (without regard to whether or not some portion thereof has already vested) that has in fact vested prior to such determination by the Committee. All or a portion of the RSUs granted under this Agreement that have not yet become vested shall be subject to forfeiture in order to satisfy as much as possible of the Unsatisfied Forfeiture Value, and the valuation of the Award for such purpose shall be determined in the absolute discretion of the Committee.

6. Settlement. Once vested, the Award shall be settled as follows:

a. *In General*. Subject to the terms of the Plan and this Agreement, the Award shall be settled in Common Stock as soon as reasonably practicable (and in no event more than forty-five (45) days) following the date on which the Award vests (the "Settlement Date"). On the Settlement Date, the Company shall issue to the Participant (or, in the case of the Participant's death, to the Participant's designated beneficiary pursuant to Section 13(f) of the Plan, as applicable or, in the case of the Participant's

Disability, to the Participant's guardian or legal representative, if applicable and if permissible under applicable law) a number of whole Shares equal to the aggregate number of RSUs in respect of the Award (the "Settlement Shares"). Nothing herein shall preclude the Company from settling the RSUs upon a Section 409A CIC, if they are not replaced by a Replacement Award, to the extent such settlement is effectuated in accordance with Treas. Regs. § 1.409A-3(j)(4)(ix)(B).

b. *Termination of Rights*. Upon the issuance of the Settlement Shares in settlement of the vested RSUs in respect of the Award, the Award shall be settled in full and the Participant (or his or her designated beneficiary pursuant to Section 13(f) of the Plan, in the case of death) shall have no further rights with respect to the Award, other than with respect to the payment of the Dividend Equivalents accrued with respect to such vested RSUs.

7. Withholding. The Participant authorizes the Company to withhold from his or her compensation, including RSUs subject to the Award and the Settlement Shares issuable hereunder, to satisfy any income and employment tax withholding obligations in connection with the Award. No later than the date as of which an amount first becomes includible in the gross income of the Participant for Federal income tax purposes with respect to any Settlement Shares subject to the Award, the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, all Federal, state and local income and employment taxes that are required by applicable laws and regulations to be withheld with respect to such amount. The Participant agrees that the Company may delay delivery of the Settlement Shares until proper payment of such taxes has been made by the Participant. If required pursuant to the Company's policy as applied to the Participant or elected by the Participant, to the extent permitted by law, tax withholding obligations in respect of the Award shall be satisfied by authorizing the Company to withhold (provided the amount withheld does not exceed the maximum statutory tax rate in the Participant's applicable tax jurisdiction or such lesser amount as is necessary to avoid adverse accounting treatment for the Company) from the Settlement Shares otherwise issuable to the individual pursuant to the settlement of the Award, a number of Shares having a Fair Market Value, as of the date the obligation to withhold such taxes arises, which will satisfy the amount of the withholding tax obligation. Further, unless determined otherwise by the Committee, the Participant may satisfy such obligations under this Section 7 by any other method authorized under Section 13(d) of the Plan.

8. Section 409A of the Code.

a. The Award is intended to qualify for the "short-term deferral" exception under Section 409A of the Code. To the extent that the Award is construed to be nonqualified deferred compensation subject to Section 409A of the Code, the Company shall use its reasonable efforts to operate, administer, construe and interpret this Agreement in a manner that minimizes adverse tax consequences to the Participant and is consistent with the requirements of Section 409A of the Code. Each payment of compensation under this Agreement shall be treated as a separate payment of compensation. In no event may the Participant, directly or indirectly, designate the calendar year of any payment or distribution under this Agreement. Notwithstanding any other provision of the Plan or this Agreement to the contrary, if the Participant is a "specified employee" within the meaning of Section 409A of the Code (as determined in accordance with the methodology established by the Company), amounts that constitute "nonqualified deferred compensation" subject to Section 409A of the Code that would otherwise be payable by reason of the Participant's Termination of Service during the six (6)-month period immediately following such Termination of Service shall instead be paid or provided on the first business day following the date that is six (6) months following the Participant's Termination of Service. If the Participant dies following the Termination of Service and prior to the payment of any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the designated beneficiary of the Participant pursuant to Section 13(f) of the Plan within forty-five (45) days following the date of the Participant's death.

b. This Agreement shall be subject to amendment, with or without advance notice to the Participant, and on a prospective or retroactive basis, including, but not limited to, amendment in a manner that adversely affects the rights of the Participant, to the extent necessary to effect compliance with Section 409A of the Code. Notwithstanding anything contained in this Agreement or the Plan, the Company shall have no liability whatsoever for or in respect of any decision to take action to attempt to comply with Section 409A of the Code, any omission to take such action or for the failure of any such action taken by the Company to so comply.

9. Cancellation of Award. The Committee has the right to cancel for no consideration all or any portion of the Award in accordance with Section 2(d) of the Plan if the Committee determines in good faith that the Participant has done any of the following: (i) been convicted of, or plead guilty or *nolo contendere* to, a charge of commission of a felony under federal law or the law of the state in which such action occurred; (ii) committed fraud; (iii) embezzled; (iv) disclosed confidential information or trade secrets; (v) was terminated for Cause; (vi) engaged in any activity in competition with the business of the Company or any Subsidiary or Affiliate of the Company; or (vii) engaged in conduct that adversely affected the Company.

   The Delegate shall have the power and authority to suspend the vesting of or the right to receive the Settlement Shares in respect of all or any portion of the Award if the Delegate makes in good faith the determination described in the preceding sentence. Any such suspension of an Award shall remain in effect until the suspension shall be presented to and acted on by the Committee at its next meeting. This Section 9 shall have no application following a Change in Control.

10. Compliance with Laws and Regulations. The Award and the obligation of the Company to deliver the Settlement Shares subject to the Award are subject to compliance with all applicable laws, rules and regulations, to receipt of any approvals by any government or regulatory agency as may be required, and to any determinations the Company may make regarding the application of all such laws, rules and regulations.

11. Binding Nature of Plan. The Award is subject to the Plan. The Participant agrees to be bound by all terms and provisions of the Plan and related administrative rules and procedures, including, without limitation, terms and provisions and administrative rules and procedures adopted and/or modified after the granting of the Award. If any provisions hereof are inconsistent with those of the Plan, the provisions of the Plan shall control, except to the extent expressly modified herein pursuant to authority granted under the Plan.

12. Notices. Any notice to the Company under this Agreement shall be in writing to the following address or facsimile number: Human Resources - Total Rewards, Comerica Incorporated, 1717 Main Street, MC 6515, Dallas, TX 75201; Facsimile Number: 214-462-4430. The Company shall address any notice to the Participant to his or her current address according to the Company's personnel files. All written notices provided in accordance with this Section 12 shall be deemed to be given when (a) delivered to the appropriate address(es) by hand or by a nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile to the appropriate facsimile number, with confirmation by telephone of transmission receipt; or (c) received by the addressee, if sent by U.S. mail to the appropriate address or by Company inter-office mail to the appropriate mail code. Either party may designate in writing some other address or facsimile number for notice under this Agreement.

13. Force and Effect. The various provisions of this Agreement are severable in their entirety. Any judicial or legal determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

14. Successors. This Agreement shall be binding upon and inure to the benefit of the successors of the respective parties.

15. No Right to Continued Employment. Nothing in the Plan or this Agreement shall confer on the Participant any right to continue in the employment of the Company or its Affiliates for any given period or on any specified terms nor in any way affect the Company's or its Affiliates' right to terminate the Participant's employment without prior notice at any time for any reason or for no reason.

16. Voluntary Participation. Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Participant's employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

17. Recoupment. In addition to the cancellation provisions of Sections 5 and 9, RSUs granted pursuant to this Agreement shall be subject to the terms of the recoupment (clawback) policy adopted by the Company as in effect from time to time, as well as any recoupment/forfeiture provisions required by law and applicable to the Company or its subsidiaries; *provided, however*, unless prohibited by applicable law, the Company's recoupment (clawback) policy shall have no application to the Award following a Change in Control.

IN WITNESS WHEREOF, this Agreement has been executed by an appropriate officer of Comerica Incorporated and accepted by the Participant, both as of the day and year first above written.

COMERICA INCORPORATED

By:_________________________
Name:
Title:

Exhibit 10.3

COMERICA INCORPORATED
RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS AGREEMENT (this "Agreement") between Comerica Incorporated (the "Company") and **XXXXXX** (the "Participant") is effective as of **XXXXXX** (the "Effective Date"). Any undefined terms appearing herein as defined terms shall have the same meaning as they do in the Comerica Incorporated 2018 Long-Term Incentive Plan, as amended and/or restated from time to time, or any successor plan thereto (the "Plan"). The Company shall provide a copy of the Plan to the Participant upon request.

WITNESSETH:

1. Award of Restricted Stock Units. Pursuant to the provisions of the Plan, the Company hereby awards the Participant, subject to the terms and conditions of the Plan (incorporated herein by reference), and subject further to the terms and conditions in this Agreement, **XXXXXX** restricted stock units ("RSUs") (the "Award"). Each RSU shall represent an unfunded, unsecured right for the Participant to receive one (1) Share, as described in this Agreement.

2. Ownership Rights. The Participant shall have no voting or other ownership rights in the Company arising from the Award of RSUs under this Agreement prior to the delivery of Shares upon the vesting and settlement of RSUs underlying the Award.

3. Dividend Equivalents. If cash dividends are declared by the Board on the Common Stock on or after the Effective Date and prior to the Settlement Date (as defined below), cash dividend equivalents (the "Dividend Equivalents") shall accrue on the Shares underlying RSUs, whether such RSUs are vested or unvested, which Dividend Equivalents shall be subject to vesting and forfeiture on the same terms and conditions as the underlying RSUs. Such Dividend Equivalents shall be in an amount of cash per RSU equal to the cash dividend paid with respect to each outstanding Share and shall be credited on the declaration date applicable to Shares. The Dividend Equivalents accrued prior to each Settlement Date shall be paid to the Participant with respect to all vested RSUs as soon as administratively feasible (and in no event more than forty-five (45) days) following each Settlement Date. The Dividend Equivalents accrued on Shares underlying RSUs that do not vest and are forfeited shall be forfeited for no consideration on the date such RSU is forfeited.

4. Vesting and Settlement of Award.

   a. *General*. Except as otherwise provided in the Plan and this Agreement, the Award shall vest and become free of restrictions in accordance with the following schedule: 50% of the RSUs covered by the Award shall vest and become free of restrictions on the third anniversary of the Effective Date and 25% of the RSUs covered by the Award shall vest and become free of restrictions on each of the fourth and fifth anniversaries of the Effective Date (or, if any such date is not a business day, the business day immediately preceding such date) (each, a "Vesting Date"), subject to the Participant's continued employment by the Company or one of its Affiliates through the applicable Vesting Date. Any RSU representing a fraction of a Share that would otherwise vest on any date shall be rounded down to the next lowest whole number, with any such fraction added to the portion of the Award that vests and becomes free of restrictions on the next Vesting Date.

   Except as otherwise provided in this Agreement, the vested portion of the Award shall be settled in Common Stock as soon as reasonably practicable (and in no event more than forty-five (45) days) following the applicable Vesting Date (each date of settlement, a "Settlement Date"). On each Settlement Date, the Company shall issue to the Participant (or, in the case of the Participant's death, to the Participant's designated beneficiary pursuant to Section 13(f) of the Plan, as applicable or, in the case of the Participant's Disability, to the Participant's guardian or legal representative, if applicable and if permissible under applicable law) a number of whole Shares equal to the number of RSUs that are vested but unsettled as of immediately prior to the applicable Settlement Date (the "Settlement Shares"). Upon the issuance of the Settlement Shares in settlement of the vested RSUs, such portion of the Award shall be settled in full and the Participant (or his or her designated beneficiary pursuant to Section 13(f) of the Plan, in the case of death) shall have no further rights with respect to such portion of the Award, other than with respect to the payment of the Dividend Equivalents accrued with respect to such vested RSUs.

b. *Disability or Death Prior to a Change in Control*. In the event of (i) the Participant's Termination of Service due to Disability or death or (ii) death following Retirement, in each case, prior to both the final Vesting Date and a Change in Control, any RSUs covered by the Award that are unvested shall immediately and fully vest effective as of the date of the Participant's Termination of Service due to Disability or the date of the Participant's death, as applicable. The Settlement Date shall occur as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death or date of Termination of Service due to Disability; *provided*, *however*, that, notwithstanding the foregoing, if the Award constitutes non-qualified deferred compensation subject to Section 409A of the Code, in the event of the Participant's Termination of Service due to Disability, the Settlement Date shall be the originally scheduled Vesting Date with respect to the applicable portion of the Award or, if the Applicable Exchange is not open for trading on such date, the first trading day thereafter (or, if earlier, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death).

c. *Retirement Prior to a Change in Control*. In the event of the Participant's Termination of Service due to Retirement prior to both the final Vesting Date and a Change in Control, then, except as provided in Section 4(b), the Award shall continue to vest and settle in accordance with Section 4(a), *provided* that the continued employment requirement shall cease to apply.

d. *Change in Control*.

i. *General*. A Change in Control shall have the effect provided in Section 10 of the Plan.

ii. *Replacement Award Granted*. If a Replacement Award is provided pursuant to Section 10(c) of the Plan:

1. *Without Cause or for Good Reason*. In the event of a Termination of Service of the Participant by the Company other than for Cause or by the Participant for Good Reason, in each case, both prior to the final Vesting Date and within twenty-four (24) months following a Change in Control, the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service. For purposes of the RSUs that are vested but not settled as of the Termination of Service, the Settlement Date shall occur as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Termination of Service; *provided*, *however*, that, notwithstanding the foregoing, if the Award constitutes non-qualified deferred compensation subject to Section 409A of the Code and such Change in Control is not a Section 409A CIC, the Settlement Date shall be the originally scheduled Vesting Date with respect to the applicable portion of the Award or, if the Applicable Exchange is not open for trading on such date, the first trading day thereafter (or, if earlier, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death).

2. *Disability*. In the event of a Termination of Service of the Participant due to Disability both prior to the final Vesting Date and following a Change in Control, the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service. For purposes of the RSUs that are vested but not settled as of the Termination of Service, the Settlement Date shall occur as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Termination of Service; *provided*, *however*, that, notwithstanding the foregoing, if the Award constitutes non-qualified deferred compensation subject to Section 409A of the Code and (A) if such Change in Control is not a Section 409A CIC or (B) such Termination of Service occurs more than twenty-four (24) months following such Change in Control, the Settlement Date shall be the originally scheduled Vesting Date with respect to the applicable portion of the Award or, if the Applicable Exchange is not

open for trading on such date, the first trading day thereafter (or, if earlier, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death).

3. _Retirement_. In the event of a Termination of Service of the Participant due to Retirement both prior to the final Vesting Date and following a Change in Control, the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service. For purposes of the RSUs that are vested but not settled as of the Termination of Service, the Settlement Date shall occur (A) if such Change in Control is a Section 409A CIC and Participant's Termination of Service occurs within twenty-four (24) months following such Change in Control, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Termination of Service or (B) if such Change in Control is not a Section 409A CIC or such Termination of Service occurs more than twenty-four (24) months following such Change in Control, the Settlement Date shall be the originally scheduled Vesting Date with respect to the applicable portion of the Award or, if the Applicable Exchange is not open for trading on such date, the first trading day thereafter (or, if earlier, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death). For the avoidance of doubt, if the Participant's Termination of Service due to Retirement occurred prior to the Change in Control, the Settlement Date shall be the originally scheduled Vesting Date with respect to the applicable portion of the Award or, if the Applicable Exchange is not open for trading on such date, the first trading day thereafter (or, if earlier, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death).

4. _Death_. In the event of the Participant's death both prior to the final Vesting Date and following a Change in Control, the Award shall immediately and fully vest effective as of the date of the Participant's death. For purposes of the RSUs that are vested but not settled as of the Termination of Service, the Settlement Date shall occur as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death.

iii. _No Replacement Award Granted_. If a Replacement Award is not provided pursuant to Section 10(c) of the Plan, the Award shall fully vest as of the Change in Control in accordance with Section 10(b) of the Plan and the Settlement Date shall occur on the originally scheduled Vesting Date with respect to the applicable portion of the Award or, if the Applicable Exchange is not open for trading on such date, the first trading day thereafter (or upon any earlier date or event following the Change in Control permitted by Section 409A of the Code). Nothing herein shall preclude the Company from settling the Award upon a Section 409A CIC, if it is not replaced by a Replacement Award, to the extent such settlement is effectuated in accordance with Treas. Reg. § 1.409A-3(j)(4)(ix)(B).

e. *All Other Terminations*. Except as provided in this Section 4, if the Participant's Termination of Service occurs prior to the Vesting Date, the Award shall be forfeited for no consideration effective immediately as of the date of Termination of Service, unless the Committee determines otherwise.

5. Special Vesting and Forfeiture Terms.

a. *Forfeiture Resulting from Acts Occurring During the Grant Year*. Notwithstanding any other provision of this Agreement, if it shall be determined at any time subsequent to the Effective Date and prior to each respective Settlement Date (or, in the case of a termination due to death or Disability, the date of Termination of Service) that the Participant has, during the calendar year in which the Effective Date occurs (the "Grant Year"), (i) failed to comply with Company policies and procedures, including the Code of Business Conduct and Ethics or the Senior Financial Officer Code of Ethics (if applicable), (ii) violated any law or regulation, (iii) engaged in negligent or willful misconduct, (iv) engaged in activity resulting in a significant or material Sarbanes-Oxley control deficiency, or (v) demonstrated poor risk management or lack of judgment in discharge of Company duties, and such failure, violation, misconduct, activity or behavior (1) demonstrates an inadequate sensitivity to the inherent risks of Participant's business line or functional area, and (2) results in, or is reasonably likely to result in, a material adverse impact (whether financial or reputational) on the Company or Participant's business line or functional area, all or part of the Award granted under this Agreement that has not yet become vested at the time of such determination may be cancelled and forfeited. "Inadequate sensitivity" to risk is demonstrated by imprudent activities that subject the Company to risk outcomes in future periods, including risks that may not be apparent at the time the activities are undertaken.

b. *Forfeiture of Award for Acts Occurring in Years Other Than the Grant Year* . Notwithstanding any other provisions of this Agreement, if the Participant receives one or more equity awards in any calendar years other than the Grant Year (an "Other Grant Year") pursuant to an Award Agreement that contains a clause substantially similar to Section 5(a) above, and it shall be determined that Participant, as a result of risk-related behavior, should be subject to the forfeiture of all or part of any such award granted in such Other Grant Year in accordance with the terms of such clause, then the unvested portion of the Award granted under this Agreement shall be subject to forfeiture to the extent necessary to equal the Unsatisfied Forfeiture Value (as defined below). The term "Unsatisfied Forfeiture Value" shall mean the value (as determined by the Committee in its absolute discretion) of any portion of the Award determined by the Committee to be subject to forfeiture with respect to the Other Grant Year (without regard to whether or not some portion thereof has already vested) that has in fact vested prior to such determination by the Committee. All or a portion of the RSUs granted under this Agreement that have not yet become vested shall be subject to forfeiture in order to satisfy as much as possible of the Unsatisfied Forfeiture Value, and the valuation of the Award for such purpose shall be determined in the absolute discretion of the Committee.

6. Withholding. The Participant authorizes the Company to withhold from his or her compensation, including RSUs subject to the Award and the Settlement Shares issuable hereunder, to satisfy any income and employment tax withholding obligations in connection with the Award. No later than the date as of which an amount first becomes includible in the gross income of the Participant for Federal income tax purposes with respect to any Settlement Shares subject to the Award, the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, all Federal, state and local income and employment taxes that are required by applicable laws and regulations to be withheld with respect to such amount. The Participant agrees that the Company may delay delivery of the Settlement Shares until proper payment of such taxes has been made by the Participant. If required pursuant to the Company's policy as applied to the Participant or elected by the Participant, to the extent permitted by law, tax withholding obligations in respect of the Award shall be satisfied by authorizing the Company to withhold (provided the amount withheld does not exceed the maximum statutory tax rate in the Participant's applicable tax jurisdiction or such lesser amount as is necessary to avoid adverse accounting treatment for the Company) from the Settlement Shares otherwise issuable to the individual pursuant to the settlement of the Award, a number of Shares having a Fair Market Value, as of the date the obligation to withhold such taxes arises, which will satisfy the amount of the withholding tax obligation. Further, unless determined otherwise by the Committee, the Participant may satisfy such obligations under this Section 6 by any other method authorized under Section 13(d) of the Plan.

7. Section 409A of the Code.

a. To the extent that the Award is construed to be nonqualified deferred compensation subject to Section 409A of the Code, the Company shall use its reasonable efforts to operate, administer, construe and interpret this Agreement in a manner that minimizes adverse tax consequences to the Participant and is consistent with the requirements of Section 409A of the Code. Any payments that qualify for the "short-term deferral" exception or another exception under Section 409A of the Code shall be paid under the applicable exception. Each payment of compensation under this Agreement shall be treated as a separate payment of compensation. In no event may the Participant, directly or indirectly, designate the calendar year of any payment or distribution under this Agreement. Notwithstanding any other provision of the Plan or this Agreement to the contrary, if the Participant is a "specified employee" within the meaning of Section 409A of the Code (as determined in accordance with the methodology established by the Company), amounts that constitute "nonqualified deferred compensation" subject to Section 409A of the Code that would otherwise be payable by reason of the Participant's Termination of Service during the six (6)-month period immediately following such Termination of Service shall instead be paid or provided on the first business day following the date that is six (6) months following the Participant's Termination of Service. If the Participant dies following the Termination of Service and prior to the payment of any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the designated beneficiary of the Participant pursuant to Section 13(f) of the Plan within forty-five (45) days following the date of the Participant's death.

b. This Agreement shall be subject to amendment, with or without advance notice to the Participant, and on a prospective or retroactive basis, including, but not limited to, amendment in a manner that adversely affects the rights of the Participant, to the extent necessary to effect compliance with Section 409A of the Code. Notwithstanding anything contained in this Agreement or the Plan, the Company shall have no liability whatsoever for or in respect of any decision to take action to attempt to comply with Section 409A of the Code, any omission to take such action or for the failure of any such action taken by the Company to so comply.

8. Cancellation of Award. The Committee has the right to cancel for no consideration all or any portion of the Award in accordance with Section 2(d) of the Plan if the Committee determines in good faith that the Participant has done any of the following: (i) been convicted of, or plead guilty or *nolo contendere* to, a charge of commission of a felony under federal law or the law of the state in which such action occurred; (ii) committed fraud; (iii) embezzled; (iv) disclosed confidential information or trade secrets; (v) was terminated for Cause; (vi) engaged in any activity in competition with the business of the Company or any Subsidiary or Affiliate of the Company; or (vii) engaged in conduct that adversely affected the Company.

   The Delegate shall have the power and authority to suspend the vesting of or the right to receive the Settlement Shares in respect of all or any portion of the Award if the Delegate makes in good faith the determination described in the preceding sentence. Any such suspension of an Award shall remain in effect until the suspension shall be presented to and acted on by the Committee at its next meeting. This Section 8 shall have no application following a Change in Control.

9. Compliance with Laws and Regulations. The Award and the obligation of the Company to deliver the Settlement Shares subject to the Award are subject to compliance with all applicable laws, rules and regulations, to receipt of any approvals by any government or regulatory agency as may be required, and to any determinations the Company may make regarding the application of all such laws, rules and regulations.

10. Binding Nature of Plan. The Award is subject to the Plan. The Participant agrees to be bound by all terms and provisions of the Plan and related administrative rules and procedures, including, without limitation, terms and provisions and administrative rules and procedures adopted and/or modified after the granting of the Award. If any provisions hereof are inconsistent with those of the Plan, the provisions of the Plan shall control, except to the extent expressly modified herein pursuant to authority granted under the Plan.

11. Notices. Any notice to the Company under this Agreement shall be in writing to the following address or facsimile number: Human Resources - Total Rewards, Comerica Incorporated, 1717 Main Street, MC 6515, Dallas, TX 75201; Facsimile Number: 214-462-4430. The Company shall address any notice to the Participant to his or her current address according to the Company's personnel files. All written notices provided in accordance with this Section 11 shall be deemed to be given when (a) delivered to the appropriate address(es) by hand or by a nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile to the appropriate facsimile number, with confirmation by telephone of transmission receipt; or (c) received by the addressee, if sent by U.S. mail to the appropriate address or by Company inter-office mail to the appropriate mail code. Either party may designate in writing some other address or facsimile number for notice under this Agreement.

12. Force and Effect. The various provisions of this Agreement are severable in their entirety. Any judicial or legal determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the successors of the respective parties.

14. No Right to Continued Employment. Nothing in the Plan or this Agreement shall confer on the Participant any right to continue in the employment of the Company or its Affiliates for any given period or on any specified terms nor in any way affect the Company's or its Affiliates' right to terminate the Participant's employment without prior notice at any time for any reason or for no reason.

15. Voluntary Participation. Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Participant's employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

16. Recoupment. In addition to the cancellation provisions of Sections 5 and 8, RSUs granted pursuant to this Agreement shall be subject to the terms of the recoupment (clawback) policy adopted by the Company as in effect from time to time, as well as any recoupment/forfeiture provisions required by law and applicable to the Company or its subsidiaries; *provided, however*, unless prohibited by applicable law, the Company's recoupment (clawback) policy shall have no application to the Award following a Change in Control.

IN WITNESS WHEREOF, this Agreement has been executed by an appropriate officer of Comerica Incorporated and accepted by the Participant, both as of the day and year first above written.

COMERICA INCORPORATED

By: _________________________
Name:
Title:

COMERICA INCORPORATED
NON-QUALIFIED STOCK OPTION AGREEMENT

THIS AGREEMENT, dated as of **XXXXXX** (the "Grant Date") is between Comerica Incorporated (the "Company") and **XXXXXX** (the "Participant"). Unless otherwise defined herein, capitalized terms used herein are defined in the Comerica Incorporated 2018 Long-Term Incentive Plan, as amended and/or restated from time to time, or any successor plan thereto (the "Plan"). A copy of the Plan shall be provided to the Participant upon request.

WITNESSETH:

1. Grant of Award. Pursuant to the provisions of the Plan, the Company hereby awards the Participant, subject to the terms and conditions of the Plan (incorporated herein by reference), and subject further to the terms and conditions in this Agreement, the right and option to purchase from the Company, all or any part of an aggregate of **XXXXXX** Shares at the exercise price of **$XX.XX** per Share (the "Award").

2. Expiration Date. The Award shall expire on **XXXXXX** (the "Expiration Date"), unless it is cancelled and/or forfeited earlier in accordance with the provisions of the Plan or this Agreement.

3. Vesting of Award.

    a. *General*. Except as otherwise provided in the Plan and this Agreement, options in respect of 25% of the Shares covered by the Award shall become vested and exercisable on each of the first four anniversaries of the Grant Date (each, a "Vesting Date"), subject to the Participant's continued employment by the Company or one of its Affiliates through the applicable Vesting Date. Any option in respect of a fraction of a Share that becomes vested and exercisable on any date shall be rounded down to the next lowest whole number, with any such fraction added to the portion of the Award (if any) becoming vested and exercisable on the following Vesting Date.

    b. *Retirement.* Upon the Participant's Termination of Service due to Retirement prior to the final Vesting Date and other than as provided in Section 3(c) below, the unvested portion of the Award shall remain outstanding and continue to vest and become exercisable in accordance with the vesting schedule set forth in Section 3(a), subject to accelerated vesting in connection with a Change in Control as set forth in the last sentence of Section 3(c).

    c. *Change in Control*. To the extent a Replacement Award is provided pursuant to Section 10(c) of the Plan, upon a Termination of Service of the Participant by the Company other than for Cause or by the Participant for Good Reason or due to Retirement, in each case, prior to the final Vesting Date and within twenty-four (24) months following a Change in Control, the unvested portion of the Award shall immediately and fully vest and become exercisable effective as of the date of the Participant's Termination of Service. If a Replacement Award is not provided in respect of the Award, the vesting provisions set forth in Section 10(b) of the Plan shall apply.

    d. *All Other Terminations*. Except as provided in this Section 3, if the Participant's Termination of Service occurs prior to the final Vesting Date, the unvested portion of the Award shall be forfeited for no consideration effective immediately as of the Participant's Termination of Service, including due to the Participant's death or Disability, unless the Committee determines otherwise.

4. Special Vesting and Forfeiture Terms.

    a. *Forfeiture Resulting from Acts Occurring During the Grant Year*. Notwithstanding any other provision of the Agreement, if it shall be determined at any time subsequent to the Grant Date that Participant has, during the calendar year in which the Grant Date occurs (the "Grant Year"), (i) failed to comply with Company policies and procedures, including the Code of Business Conduct and Ethics or the Senior Financial Officer Code of Ethics (if applicable), (ii) violated any law or regulation, (iii) engaged in negligent or willful misconduct, (iv) engaged in activity resulting in a significant or material Sarbanes-Oxley control deficiency, or (v) demonstrated poor risk management or lack of judgment in discharge of Company duties, and such failure, violation, misconduct, activity or behavior (1) demonstrates an inadequate sensitivity to the inherent risks of Participant's business line or functional area, and (2) results in, or is reasonably likely to result in, a material adverse impact (whether financial or reputational) on the Company or Participant's business line or functional area, all or part of the Award granted under the Agreement that has not yet become vested at the time of such determination may be cancelled and, if so cancelled shall not become exercisable. "Inadequate sensitivity" to risk is demonstrated by imprudent activities that subject the Company to risk outcomes in future periods, including risks that may not be apparent at the time the activities are undertaken.

b. *Forfeiture of Award for Acts Occurring in Years Other Than the Grant Year*. Notwithstanding any other provisions of the Agreement, if the Participant receives one or more equity awards in any calendar years other than the Grant Year (an "Other Grant Year") pursuant to an Award Agreement that contains a clause substantially similar to Section 4(a) above, and it shall be determined that Participant, as a result of risk-related behavior, should be subject to the forfeiture of all or part of any such award granted in such Other Grant Year in accordance with the terms of such clause, then the unvested portion of the Award granted under this Agreement shall be subject to forfeiture to the extent necessary to equal the Unsatisfied Forfeiture Value (as defined below). The term "Unsatisfied Forfeiture Value" shall mean the value (as determined by the Committee in its absolute discretion) of any portion of the Award determined by the Committee to be subject to forfeiture with respect to the Other Grant Year (without regard to whether or not some portion thereof has already vested) that has in fact vested prior to such determination by the Committee. All or a portion of the Award granted under this Agreement that has not yet become vested shall be subject to forfeiture in order to satisfy as much as possible of the Unsatisfied Forfeiture Value, and the valuation of the Award for such purpose shall be determined in the absolute discretion of the Committee.

5. Exercise of the Award. To the extent vested, the Award may be exercised at any time prior to its Expiration Date, cancellation or forfeiture, as follows:

a. Upon the Participant's Termination of Service for any reason other than Retirement, Disability, death or a Termination of Service contemplated by Section 5(e) following a Change in Control, the then vested portion of the Award shall be exercisable until the earlier of (i) the 90th day after the Participant's Termination of Service and (ii) the Expiration Date, and to the extent not exercised prior to such date, the Award shall be cancelled. Any portion of the Award that is not vested on the date of Termination of Service (taking into account any accelerated vesting pursuant to Section 3) for any reason other than Retirement shall be cancelled effective as of the date of Termination of Service.

b. Upon the Participant's Termination of Service due to Retirement, except as otherwise provided in Section 5(d) below, any vested portion of the Award as of the date of Termination of Service (or that vests thereafter in accordance with Section 3) shall remain exercisable until the Expiration Date.

c. Upon the Participant's Termination of Service due to Disability, the Award, to the extent vested at the date of the Participant's Termination of Service, shall continue to be exercisable until the earlier of (i) the third anniversary of the Participant's Termination of Service and (ii) the Expiration Date, and to the extent not exercised prior to such date, the Award shall be cancelled. Any portion of the Award that is not vested on the date of Termination of Service due to Disability shall be cancelled effective as of the date of Termination of Service.

d. Upon the Participant's death (whether during employment with the Company or during any applicable post-termination exercise period), the Award, to the extent vested at the date of the Participant's death, shall continue to be exercisable by the beneficiary(ies) designated by the Participant pursuant to Section 13(f) of the Plan until the earlier of (i) the first anniversary of the Participant's death and (ii) the Expiration Date. Any portion of the Award that is not vested on the date of the Participant's death (whether during employment with the Company or during any applicable post-termination exercise period) shall be cancelled effective as of the date of death.

e. Upon the Participant's Termination of Service by the Company other than for Cause or by the Participant for Good Reason within twenty-four (24) months following a Change in Control, to the extent the Award is outstanding as of the date of such Termination of Service, the Award shall be exercisable until the Expiration Date.

The Participant shall initiate the exercise of the vested portion of the Award by following the notice process established by the Company for such purpose, and shall therein specify the number of Shares being exercised, the exercise price per Share and the Grant Date. Any such notice of exercise shall be accompanied by payment of the aggregate exercise price for such Shares. The Participant shall, to the extent permitted by law, have the right to pay the exercise price by authorizing the Company to withhold from the Shares otherwise issuable to the Participant upon exercise of the Award, a number of Shares having a Fair Market Value, as of the date of exercise, which will satisfy the full exercise price.

6. Withholding. As a condition to exercising the Award in whole or in part, the Participant shall pay, or make provisions satisfactory to the Company for payment of, any Federal, state and local taxes required to be withheld in connection with such exercise. The Participant shall, to the extent permitted by law, have the right to satisfy tax withholding obligations (provided the amount withheld does not exceed the maximum statutory tax rate in the Award Recipient's applicable tax jurisdiction or such lesser amount as is necessary to avoid adverse accounting treatment for the Company) in connection with such exercise by authorizing the Company to withhold from the Shares otherwise issuable to the Participant upon exercise of the Award, a number of Shares having a Fair Market Value, as of the date the obligation to withhold such taxes arises, which will satisfy the amount of the withholding tax obligation. Further, unless determined otherwise by the Committee, the Participant may satisfy such obligations under this Section 6 by any other method authorized under Section 13(d) of the Plan.

7. Cancellation of Award. The Committee has the right to cancel all or any portion of the Award granted herein in accordance with Section 2(d) of the Plan if the Committee determines in good faith that the Participant has done any of the following: (i) been convicted of, or plead guilty or *nolo contendere* to, a charge of commission of a felony under federal law or the law of the state in which such action occurred; (ii) committed fraud; (iii) embezzled; (iv) disclosed confidential information or trade secrets; (v) was terminated for Cause; (vi) engaged in any activity in competition with the business of the Company or any Subsidiary or Affiliate of the Company; or (vii) engaged in conduct that adversely affected the Company.

   The Delegate shall have the power and authority to suspend the vesting of and the right to exercise all or any portion of the Award, whether vested or not vested, granted under this Agreement if the Delegate makes in good faith the determination described in the preceding sentence. Any such suspension of an Award shall remain in effect until the suspension shall be presented to and acted on by the Committee at its next meeting. This Section 7 shall have no application following a Change in Control.

8. Compliance with Laws and Regulations. The Award and the obligation of the Company to sell and deliver the Shares hereunder are subject to compliance with all applicable laws, rules and regulations, to receipt of any approvals by any government or regulatory agency as may be required, and to any determinations the Company may make regarding the application of all such laws, rules and regulations.

9. Binding Nature of Plan. The Award is subject to the Plan. The Award Recipient agrees to be bound by all terms and provisions of the Plan and related administrative rules and procedures, including, without limitation, terms and provisions and administrative rules and procedures adopted and/or modified after the granting of the Award. If any provisions hereof are inconsistent with those of the Plan, the provisions of the Plan shall control, except to the extent expressly modified herein pursuant to authority granted under the Plan.

10. Notices. Any notice to the Company under this Agreement shall be in writing to the following address or facsimile number: Human Resources - Total Rewards, Comerica Incorporated, 1717 Main Street, MC 6515, Dallas, TX 75201; Facsimile Number: 214-462-4430. The Company shall address any notice to the Participant to the Participant's current address according to the Company's personnel files. All written notices provided in accordance with this section shall be deemed to be given when (a) delivered to the appropriate address(es) by hand or by a nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile to the appropriate facsimile number(s), with confirmation by telephone of transmission receipt; or (c) received by the addressee(s), if sent by U.S. mail to the appropriate address or by Company inter-office mail to the appropriate mail code. Either party may designate in writing some other address or facsimile number for notice under this Agreement.

11. Force and Effect. The various provisions of this Agreement are severable in their entirety. Any judicial or legal determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the successors of the respective parties.

13. No Right to Continued Employment. Nothing in the Plan or this Agreement shall confer on the Participant any right to continue in the employment of the Company or its Affiliates for any given period or on any specified terms nor in any way affect the Company's or its Affiliates' right to terminate the Participant’s employment without prior notice at any time for any reason or for no reason.

14. Voluntary Participation. Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Participant’s employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

15. Recoupment. In addition to the cancellation provisions of Sections 4 and 7, the Award shall be subject to the terms of the recoupment (clawback) policy adopted by the Company as in effect from time to time, as well as any recoupment/forfeiture provisions required by law and applicable to the Company or its subsidiaries; *provided, however*, unless prohibited by applicable law, the Company’s recoupment (clawback) policy shall have no application to the Award (or the Shares, or payments received in respect of an Award) following a Change in Control.

IN WITNESS WHEREOF, this Agreement has been executed by an appropriate officer of Comerica Incorporated and accepted by the Participant, both as of the day and year first above written.

COMERICA INCORPORATED

By: _________________________
Name:
Title:

COMERICA INCORPORATED
SENIOR EXECUTIVE LONG-TERM PERFORMANCE RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS AGREEMENT (this "Agreement") between Comerica Incorporated (the "Company") and **XXXXXX** (the "Participant") is effective as of **XXXXXX** (the "Effective Date"). Any undefined terms appearing herein as defined terms shall have the same meaning as they do in the Comerica Incorporated 2018 Long-Term Incentive Plan, as amended and/or restated from time to time, or any successor plan thereto (the "Plan"). The Company shall provide a copy of the Plan to the Participant upon request.

WITNESSETH:

1. Award of Restricted Stock Units. Pursuant to the provisions of the Plan, the Company hereby awards the Participant, subject to the terms and conditions of the Plan (incorporated herein by reference), and subject further to the terms and conditions in this Agreement, a target senior executive long-term performance plan restricted stock unit award (the "Target SELTPP Award ") equal to **XXXXXX** senior executive long-term performance plan restricted stock units ("SELTPP Units"). The Target SELTPP Award shall be adjusted upward or downward (as applicable) based on the achievement of the Goal and the TSR Modifier as provided in Schedule A attached hereto (the "Performance Requirements"). The number of SELTPP Units that the Participant shall receive under this Agreement, after giving effect to such adjustment and rounded down to a whole number, is referred to as the "Final Award Number." Each SELTPP Unit shall represent an unfunded, unsecured right for the Participant to receive one (1) Share, as described in this Agreement. The "Performance Period" over which the Final Award Number shall be determined shall be the period beginning January 1, **20XX** and ending December 31, **20XX**. The Committee shall, following the end of the Performance Period (and in no event later than March 10, **20XX**), determine whether and the extent to which the Performance Requirements for the Performance Period have been satisfied and the Final Award Number. The date of such determinations by the Committee for the Performance Period is referred to as the "Determination Date."

2. Ownership Rights. The Participant shall have no voting or other ownership rights in the Company arising from the Award of SELTPP Units under this Agreement prior to the delivery of Shares upon the vesting and settlement of SELTPP Units underlying the Award.

3. Dividend Equivalents. If cash dividends are declared by the Board on the Common Stock on or after the Effective Date and prior to the Settlement Date (as defined below), cash dividend equivalents (the "Dividend Equivalents") shall accrue on the Shares underlying SELTPP Units, whether such SELTPP Units are vested or unvested, which Dividend Equivalents shall be subject to vesting and forfeiture on the same terms and conditions as the underlying SELTPP Units. Such Dividend Equivalents shall be in an amount of cash per SELTPP Unit equal to the cash dividend paid with respect to each outstanding Share and shall be credited on the declaration date applicable to Shares. The Dividend Equivalents accrued prior to the Settlement Date shall be paid to the Participant with respect to all vested SELTPP Units on or as soon as reasonably practicable following the Settlement Date (and in no event later than March 15, **20XX**). The Dividend Equivalents accrued on Shares underlying SELTPP Units that do not vest and are forfeited shall be forfeited for no consideration on the date such SELTPP Units are forfeited.

4. Vesting and Settlement of Award.

    a. *General*. Except as otherwise provided in the Plan and this Agreement, the number of SELTPP Units equal to the Final Award Number shall vest on the Determination Date, as determined in accordance with Schedule A, subject to the Participant's continued employment by the Company or one of its Affiliates through the Determination Date.

       Except as otherwise provided in this Agreement, the vested portion of the Award (rounded down to a whole number of Shares) shall be settled in Common Stock as soon as reasonably practicable following the Determination Date and in no event later than March 15, **20XX**, (the date of settlement, the "Settlement Date"). On the Settlement Date, the Company shall issue to the Participant (or, in the case of the Participant's death, to the Participant's designated beneficiary pursuant to Section 13(f) of the Plan, as applicable or, in the case of the Participant's Disability, to the Participant's guardian or legal representative, if applicable and if permissible under applicable law) a number of whole Shares equal to the Final Award Number (the "Settlement Shares"). Upon the issuance of the Settlement Shares in settlement of the vested SELTPP Units in respect of the Award, the Award shall be settled in full and the Participant (or his or her designated beneficiary pursuant to Section 13(f) of the Plan, in the case of death) shall have no further rights with respect to the Award, other than with respect to the payment of the Dividend Equivalents accrued with respect to such vested SELTPP Units.

b. *Disability or Death Prior to a Change in Control*. In the event of (i) the Participant's Termination of Service due to Disability or death or (ii) death following Retirement, in each case, prior to both the Determination Date and a Change in Control, a number of SELTPP Units equal to the Target SELTPP Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service due to Disability or the date of the Participant's death, as applicable. The Settlement Date shall occur as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death or date of Termination of Service due to Disability; *provided*, *however*, that, notwithstanding the foregoing, if the Award constitutes non-qualified deferred compensation subject to Section 409A of the Code, in the event of the Participant's Termination of Service due to Disability, the Settlement Date shall be the first day of **20XX** on which the Applicable Exchange is open for trading (or, if earlier, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death). If a Participant is eligible for Retirement as of the date of Termination from Service due to Disability, the provisions of this Agreement relating to Retirement as set forth below shall apply, regardless of whether he or she otherwise meets the requirements for Disability.

c. *Retirement Prior to a Change in Control*. In the event of the Participant's Termination of Service due to Retirement prior to both the Determination Date and a Change in Control, then, except as provided in Section 4(b)(ii), the Award shall continue to vest and settle in accordance with Section 4(a), *provided* that the continued employment requirement shall cease to apply.

d. *Change in Control*.

i. *General*. A Change in Control shall have the effect provided in Section 10 of the Plan. In accordance with Section 10 of the Plan, effective as of immediately prior to the Change in Control, the Performance Requirements shall be deemed to be achieved at the greater of (x) 100% and (y) the Payout Percentage based on the level of achievement determined by the Committee prior to the Change in Control, taking into account performance through the latest date preceding the Change in Control as to which performance can, as a practical matter, be determined (but not later than the end of the applicable Performance Period).

ii. *Replacement Award Granted*. If a Replacement Award is provided pursuant to Section 10(c) of the Plan, the Determination Date shall be deemed to be December 31, **20XX**.

1. *Without Cause or for Good Reason*. In the event of a Termination of Service of the Participant by the Company other than for Cause or by the Participant for Good Reason, in each case, both prior to the Determination Date and within twenty-four (24) months following a Change in Control, the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service. For purposes of the vested SELTPP Units, the Settlement Date shall occur as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Termination of Service; *provided*, *however*, that, notwithstanding the foregoing, if the Award constitutes non-qualified deferred compensation subject to Section 409A of the Code and such Change in Control is not a Section 409A CIC, the Settlement Date shall be the first day of **20XX** on which the Applicable Exchange is open for trading (or, if earlier, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death).

2. *Disability*. In the event of a Termination of Service of the Participant due to Disability both prior to the Determination Date and following a Change in Control, the Award shall immediately and fully vest effective as of the date of the Participant's

Termination of Service. For purposes of the vested SELTPP Units, the Settlement Date shall occur as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Termination of Service; *provided*, *however*, that, notwithstanding the foregoing, if the Award constitutes non-qualified deferred compensation subject to Section 409A of the Code and (A) if such Change in Control is not a Section 409A CIC or (B) such Termination of Service occurs more than twenty-four (24) months following such Change in Control, the Settlement Date shall be the first day of **20XX** on which the Applicable Exchange is open for trading (or, if earlier, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death).

3. *Retirement*. In the event of a Termination of Service of the Participant due to Retirement both prior to the Determination Date and following a Change in Control, the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service. For purposes of the vested SELTPP Units, the Settlement Date shall occur (A) if such Change in Control is a Section 409A CIC and Participant's Termination of Service occurs within twenty-four (24) months following such Change in Control, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Termination of Service or (B) if such Change in Control is not a Section 409A CIC or such Termination of Service occurs more than twenty-four (24) months following such Change in Control, the Settlement Date shall be the first day of **20XX** on which the Applicable Exchange is open for trading (or, if earlier, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death). For the avoidance of doubt, if the Participant's Termination of Service due to Retirement occurred prior to the Change in Control, the Settlement Date shall be the first day of **20XX** on which the Applicable Exchange is open for trading (or, if earlier, as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death).

4. *Death*. In the event of the Participant's death both prior to the Determination Date and following a Change in Control, the Award shall immediately and fully vest effective as of the date of the Participant's death. For purposes of the vested SELTPP Units, the Settlement Date shall occur as soon as reasonably practicable (and in no event more than forty-five (45) days) following the Participant's death.

iii. *No Replacement Award Granted*. If a Replacement Award is not provided pursuant to Section 10(c) of the Plan, the Award shall fully vest as of the Change in Control in accordance with Section 10(b) of the Plan and the Settlement Date shall occur on the first day of **20XX** on which the Applicable Exchange is open for trading (or upon any earlier date or event following the Change in Control permitted by Section 409A of the Code). Nothing herein shall preclude the Company from settling the Award upon a Section 409A CIC, if it is not replaced by a Replacement Award, to the extent such settlement is effectuated in accordance with Treas. Reg. § 1.409A-3(j)(4)(ix)(B).

e. *All Other Terminations*. Except as provided in this Section 4, if the Participant's Termination of Service occurs prior to the Determination Date, the Award shall be forfeited for no consideration effective immediately as of the date of Termination of Service, unless the Committee determines otherwise.

5. Special Vesting and Forfeiture Terms.

a. *Forfeiture Resulting from Acts Occurring During the Grant Year*. Notwithstanding any other provision of this Agreement, if it shall be determined at any time subsequent to the Effective Date and prior to the Determination Date (or, in the case of a termination due to death or Disability, the date of Termination of Service) that the Participant has, during the calendar year in which the Effective Date occurs (the "Grant Year"), (i) failed to comply with Company policies and procedures, including the Code of Business Conduct and Ethics or the Senior Financial Officer Code of Ethics (if applicable), (ii) violated any law or regulation, (iii) engaged in negligent or willful misconduct, (iv) engaged in activity resulting in a significant or material Sarbanes-Oxley control deficiency, or (v) demonstrated poor risk management or lack of judgment in discharge of Company duties, and such failure, violation, misconduct, activity or behavior (1) demonstrates an inadequate sensitivity to the inherent risks of Participant's business line or functional area, and (2) results in, or is reasonably likely to result in, a material adverse impact (whether financial or reputational) on the Company or Participant's business line or functional area, all or part of the SELTPP Units granted under this Agreement that have not yet become vested at the time of such determination may be cancelled and forfeited. "Inadequate sensitivity" to risk is demonstrated by imprudent activities that subject the Company to risk outcomes in future periods, including risks that may not be apparent at the time the activities are undertaken.

b. *Forfeiture of Award for Acts Occurring in Years Other Than the Grant Year* . Notwithstanding any other provisions of this Agreement, if the Participant receives one or more equity awards in any calendar years other than the Grant Year (an "Other Grant Year") pursuant to an Award Agreement that contains a clause substantially similar to Section 5(a) above, and it shall be determined that Participant, as a result of risk-related behavior, should be subject to the forfeiture of all or part of any such award granted in such Other Grant Year in accordance with the terms of such clause, then the unvested portion of the Award granted under this Agreement shall be subject to forfeiture to the extent necessary to equal the Unsatisfied Forfeiture Value (as defined below). The term "Unsatisfied Forfeiture Value" shall mean the value (as determined by the Committee in its absolute discretion) of any portion of the Award determined by the Committee to be subject to forfeiture with respect to the Other Grant Year (without regard to whether or not some portion thereof has already vested) that has in fact vested prior to such determination by the Committee. All or a portion of the SELTPP Units granted under this Agreement that have not yet become vested shall be subject to forfeiture in order to satisfy as much as possible of the Unsatisfied Forfeiture Value, and the valuation of the Award for such purpose shall be determined in the absolute discretion of the Committee.

6. Withholding. The Participant authorizes the Company to withhold from his or her compensation, including the SELTPP Units subject to the Award and the Settlement Shares issuable hereunder, to satisfy any income and employment tax withholding obligations in connection with the Award. No later than the date as of which an amount first becomes includible in the gross income of the Participant for Federal income tax purposes with respect to any Settlement Shares subject to the Award, the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, all Federal, state and local income and employment taxes that are required by applicable laws and regulations to be withheld with respect to such amount. The Participant agrees that the Company may delay delivery of the Settlement Shares until proper payment of such taxes has been made by the Participant. If required pursuant to the Company's policy as applied to the Participant or elected by the Participant, to the extent permitted by law, tax withholding obligations in respect of the Award shall be satisfied by authorizing the Company to withhold (provided the amount withheld does not exceed the maximum statutory tax rate in the Participant's applicable tax jurisdiction or such lesser amount as is necessary to avoid adverse accounting treatment for the Company) from the Settlement Shares otherwise issuable to the individual pursuant to the settlement of the Award, a number of Shares having a Fair Market Value, as of the date the obligation to withhold such taxes arises, which will satisfy the amount of the withholding tax obligation. Further, unless determined otherwise by the Committee, the Participant may satisfy such obligations under this Section 6 by any other method authorized under Section 13(d) of the Plan.

7. Section 409A of the Code.

a. To the extent that the Award is construed to be nonqualified deferred compensation subject to Section 409A of the Code, the Company shall use its reasonable efforts to operate, administer, construe and interpret this Agreement in a manner that minimizes adverse tax consequences to the Participant and is consistent with the requirements of Section 409A of the Code. Any payments that qualify for the "short-term deferral" exception or another exception under Section 409A of the Code shall be paid under the applicable exception. Each payment of compensation under this Agreement shall be treated as a separate payment of compensation. In no event may the Participant, directly or indirectly, designate the calendar year of any payment or distribution under this Agreement. Notwithstanding any other provision of the Plan or this Agreement to the contrary, if the Participant is a "specified employee" within the meaning of Section 409A of the Code (as determined in accordance with the methodology established by the

Company), amounts that constitute “nonqualified deferred compensation” subject to Section 409A of the Code that would otherwise be payable by reason of the Participant's Termination of Service during the six (6)-month period immediately following such Termination of Service shall instead be paid or provided on the first business day following the date that is six (6) months following the Participant’s Termination of Service. If the Participant dies following the Termination of Service and prior to the payment of any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the designated beneficiary of the Participant pursuant to Section 13(f) of the Plan within forty-five (45) days following the date of the Participant's death.

b. This Agreement shall be subject to amendment, with or without advance notice to the Participant, and on a prospective or retroactive basis, including, but not limited to, amendment in a manner that adversely affects the rights of the Participant, to the extent necessary to effect compliance with Section 409A of the Code. Notwithstanding anything contained in this Agreement or the Plan, the Company shall have no liability whatsoever for or in respect of any decision to take action to attempt to comply with Section 409A of the Code, any omission to take such action or for the failure of any such action taken by the Company to so comply.

8. Cancellation of Award. The Committee has the right to cancel for no consideration all or any portion of the Award in accordance with Section 2(d) of the Plan if the Committee determines in good faith that the Participant has done any of the following: (i) been convicted of, or plead guilty or *nolo contendere* to, a charge of commission of a felony under federal law or the law of the state in which such action occurred; (ii) committed fraud; (iii) embezzled; (iv) disclosed confidential information or trade secrets; (v) was terminated for Cause; (vi) engaged in any activity in competition with the business of the Company or any Subsidiary or Affiliate of the Company; or (vii) engaged in conduct that adversely affected the Company.

The Delegate shall have the power and authority to suspend the vesting of or the right to receive the Settlement Shares in respect of all or any portion of the Award if the Delegate makes in good faith the determination described in the preceding sentence. Any such suspension of an Award shall remain in effect until the suspension shall be presented to and acted on by the Committee at its next meeting. This Section 8 shall have no application following a Change in Control.

9. Compliance with Laws and Regulations. The Award and the obligation of the Company to deliver the Settlement Shares subject to the Award are subject to compliance with all applicable laws, rules and regulations, to receipt of any approvals by any government or regulatory agency as may be required, and to any determinations the Company may make regarding the application of all such laws, rules and regulations.

10. Binding Nature of Plan. The Award is subject to the Plan. The Participant agrees to be bound by all terms and provisions of the Plan and related administrative rules and procedures, including, without limitation, terms and provisions and administrative rules and procedures adopted and/or modified after the granting of the Award. If any provisions hereof are inconsistent with those of the Plan, the provisions of the Plan shall control, except to the extent expressly modified herein pursuant to authority granted under the Plan.

11. Notices. Any notice to the Company under this Agreement shall be in writing to the following address or facsimile number: Human Resources - Total Rewards, Comerica Incorporated, 1717 Main Street, MC 6515, Dallas, TX 75201; Facsimile Number: 214-462-4430. The Company shall address any notice to the Participant to his or her current address according to the Company’s personnel files. All written notices provided in accordance with this Section 11 shall be deemed to be given when (a) delivered to the appropriate address(es) by hand or by a nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile to the appropriate facsimile number, with confirmation by telephone of transmission receipt; or (c) received by the addressee, if sent by U.S. mail to the appropriate address or by Company inter-office mail to the appropriate mail code. Either party may designate in writing some other address or facsimile number for notice under this Agreement.

12. Force and Effect. The various provisions of this Agreement are severable in their entirety. Any judicial or legal determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the successors of the respective parties.

14. No Right to Continued Employment. Nothing in the Plan or this Agreement shall confer on the Participant any right to continue in the employment of the Company or its Affiliates for any given period or on any specified terms nor in any way affect the Company's or its Affiliates' right to terminate the Participant's employment without prior notice at any time for any reason or for no reason.

15. Voluntary Participation. Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Participant's employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

16. Recoupment. In addition to the cancellation provisions of Sections 5 and 8, SELTPP Units granted pursuant to this Agreement shall be subject to the terms of the recoupment (clawback) policy adopted by the Company as in effect from time to time, as well as any recoupment/forfeiture provisions required by law and applicable to the Company or its subsidiaries; *provided, however*, unless prohibited by applicable law, the Company's recoupment (clawback) policy shall have no application to the Award following a Change in Control.

IN WITNESS WHEREOF, this Agreement has been executed by an appropriate officer of Comerica Incorporated and accepted by the Participant, both as of the day and year first above written.

COMERICA INCORPORATED

By: ________________________
Name:
Title:

SCHEDULE A

ROCE Excluding Non-Performance Items Goal

At the beginning of the Performance Period (but no later than 90 days following the first day of the Performance Period), the Committee shall approve a three-year average ROCE Excluding Non-Performance Items goal for the Performance Period (the "Goal"). Such Goal shall be based on the following formula:

$$\frac{\text{Year 1 performance} + \text{Year 2 performance} + \text{Year 3 performance}}{3} = \text{Three - year Average}$$

Following the Performance Period, on the Determination Date, the Committee shall certify the Goal and determine the appropriate Achievement Factor pursuant to the following grid:

Goal	**Achievement Factor**
Threshold	50%
Target	100%
Target Range	XXXXXX% to XXXXXX%
Maximum	150%

The level of achievement for purposes of determining the Achievement Factor shall be interpolated linearly for Goal performance between threshold and the low end of the target range, within the target range, and between the high end of the target range and maximum. If threshold performance is not achieved, the entire Award shall be forfeited. In no event may the Achievement Factor be greater than 150%.

TSR Modifier

In addition to the Goal, the Company's Relative TSR for the Performance Period (the "TSR Modifier") shall also be measured. The TSR Modifier shall reduce the Achievement Factor by 10 percentage points if the Company ranks in the bottom quartile. The resulting percentage is referred to as the "Payout Percentage."

For example: 110% Achievement Factor - 10% (Bottom Quartile TSR Performance) = 100% Payout Percentage

Final Award Number

The Final Award Number shall be equal to the product (rounded down to the nearest whole number) of (a) the Target SELTPP Award multiplied by (b) the Payout Percentage.

Definitions:

"ROCE Excluding Non-Performance Items" means the return on common equity calculated based on Net Income Excluding Non-Performance Items less preferred stock dividends divided by average Adjusted Common Equity.

"Adjusted Common Equity" means common equity as adjusted to reflect the after-tax impact of any adjustments related to a change in accounting principle.

"Net Income Excluding Non-Performance Items" means net income as adjusted, if applicable, to reflect the after-tax impact of any adjustments affecting the Performance Period related to the cumulative effect of changes in accounting principle, items that are deemed to be both unusual in nature and infrequently occurring (as formerly defined by generally accepted accounting principles prior to ASU 2015-1), results from discontinued operations, merger/acquisition charges, restructuring charges incurred during the year and adjustments due to changes in the Federal corporate statutory tax rate and/or other tax law changes. Additionally, for any calendar year within the Performance Period impacted by the measurement of credit losses pursuant to the adoption of ASU 2016-13 (also referred to as the Current Expected Credit Loss ("CECL") model), net income shall be reduced by net credit-related charge-offs (after-tax) and increased by the provision for credit losses (after-tax).

"Relative TSR" means the Company's Total Shareholder Return, as compared to the KBW Bank Index Total Shareholder Return. For this purpose, the Total Shareholder Return shall be computed by Bloomberg.

"Total Shareholder Return" means the total shareholder return of the Company over the Performance Period as computed by Bloomberg.

COMERICA INCORPORATED
RESTRICTED STOCK AWARD AGREEMENT (CLIFF)

THIS AGREEMENT (the "Agreement") between Comerica Incorporated (the "Company") and XXXXXX (the "Participant") is effective as of XXXXXX (the "Effective Date"). Any undefined terms appearing herein as defined terms shall have the same meaning as they do in the Comerica Incorporated 2018 Long-Term Incentive Plan, as amended and/or restated from time to time, or any successor plan thereto (the "Plan"). The Company shall provide a copy of the Plan to the Participant upon request.

WITNESSETH:

1. Award of Stock. Pursuant to the provisions of the Plan, the Company hereby awards the Participant, subject to the terms and conditions of the Plan (incorporated herein by reference), and subject further to the terms and conditions in this Agreement, XXXXXX Shares (the "Award").

2. Voting. The Participant shall have the right to vote the Shares underlying the Award.

3. Dividends. If cash dividends are declared by the Board on the Common Stock on or after the Effective Date and prior to the Vesting Date (as defined below), cash dividends (the "Restricted Dividends") shall accrue on the Shares underlying the Award, which Restricted Dividends shall be subject to vesting and forfeiture on the same terms and conditions as the underlying Award. Such Restricted Dividends shall be in an amount of cash per Share subject to the Award equal to the cash dividend paid with respect to each outstanding Share generally and shall be credited on the declaration date applicable to Shares generally. The Restricted Dividends accrued with respect to a Share underlying this Award shall be paid to the Participant as soon as administratively feasible (but in no event later than forty-five (45) days) following the date such Share vests. The Restricted Dividends accrued on Shares underlying the Award (or portion thereof) that do not vest and are forfeited shall be forfeited for no consideration on the date such Award (or portion thereof) is forfeited.

4. Vesting of Award.

   a. *General.* Except as otherwise provided in the Plan and this Agreement, 100% of the Shares covered by the Award shall vest and become free of restrictions on the third anniversary of the Effective Date (or, if any such date is not a business day, the business day immediately preceding such date) (the "Vesting Date"), subject to the Participant's continued employment by the Company or one of its Affiliates through the Vesting Date.

   b. *Death or Disability*. In the event of the Participant's Termination of Service due to death or Disability, prior to the Vesting Date, the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service.

   c. *Change in Control*. To the extent a Replacement Award is provided pursuant to Section 10(c) of the Plan, upon a Termination of Service of the Participant by the Company other than for Cause or by the Participant for Good Reason, in each case, prior to the Vesting Date and within twenty-four (24) months following a Change in Control, the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service. If a Replacement Award is not provided in respect of the Award, the vesting provisions set forth in Section 10(b) of the Plan shall apply.

   d. *All Other Terminations*. Except as provided in this Section 4, if the Participant's Termination of Service occurs prior to the Vesting Date, the Award shall be forfeited for no consideration effective immediately as of the date of Termination of Service, unless the Committee determines otherwise.

5. Special Vesting and Forfeiture Terms.

   a. *Forfeiture Resulting from Acts Occurring During the Grant Year*. Notwithstanding any other provision of this Agreement, if it shall be determined at any time subsequent to the Effective Date that Participant has, during the calendar year in which the Effective Date occurs (the "Grant Year"), (i) failed to comply with Company policies and procedures, including the Code of Business Conduct and Ethics or the Senior

Financial Officer Code of Ethics (if applicable), (ii) violated any law or regulation, (iii) engaged in negligent or willful misconduct, (iv) engaged in activity resulting in a significant or material Sarbanes-Oxley control deficiency, or (v) demonstrated poor risk management or lack of judgment in discharge of Company duties, and such failure, violation, misconduct, activity or behavior (1) demonstrates an inadequate sensitivity to the inherent risks of Participant's business line or functional area, and (2) results in, or is reasonably likely to result in, a material adverse impact (whether financial or reputational) on the Company or Participant's business line or functional area, all or part of the Shares covered by the Award that have not yet become vested at the time of such determination may be cancelled and forfeited. "Inadequate sensitivity" to risk is demonstrated by imprudent activities that subject the Company to risk outcomes in future periods, including risks that may not be apparent at the time the activities are undertaken.

b. *Forfeiture of Units for Acts Occurring in Years Other Than the Grant Year*. Notwithstanding any other provision of this Agreement, if the Participant receives one or more equity awards in any calendar years other than the Grant Year (an "<u>Other Grant Year</u>") pursuant to an Award Agreement that contains a clause substantially similar to Section 5(a) above, and it shall be determined that Participant, as a result of risk-related behavior, should be subject to the forfeiture of all or part of any such award granted in such Other Grant Year in accordance with the terms of such clause, then the unvested Units granted under this Agreement shall be subject to forfeiture to the extent necessary to equal the Unsatisfied Forfeiture Value (as defined below). The term "<u>Unsatisfied Forfeiture Value</u>" shall mean the value (as determined by the Committee in its absolute discretion) of any portion of the Award determined by the Committee to be subject to forfeiture with respect to the Other Grant Year (without regard to whether or not some portion thereof has already vested) that has in fact vested prior to such determination by the Committee. All or a portion of unvested Shares granted under this Agreement shall be subject to forfeiture in order to satisfy as much as possible of the Unsatisfied Forfeiture Value, and the valuation of such Shares for such purpose shall be determined in the absolute discretion of the Committee.

6. <u>Withholding</u>. No later than the date as of which an amount first becomes includible in the gross income of the Participant for Federal income tax purposes with respect to any Shares subject to the Award, the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, all Federal, state and local income and employment taxes that are required by applicable laws and regulations to be withheld with respect to such amount. The Participant authorizes the Company to withhold from his or her compensation to satisfy any income and employment tax withholding obligations in connection with the Award. The Participant agrees that the Company may delay removal of the restrictive legend until proper payment of such taxes has been made by the Participant. If required pursuant to the Company's policy as applied to the Participant or elected by the Participant, to the extent permitted by law, tax withholding obligations in respect of the Award shall be satisfied by authorizing the Company to withhold from the Shares otherwise issuable to the individual pursuant to the vesting of the Award a number of shares having a Fair Market Value, as of the date the obligation to withhold such taxes arises, which will satisfy the amount of the withholding tax obligation (provided the amount withheld does not exceed the maximum statutory tax rate in the Participant's applicable tax jurisdiction or such lesser amount as is necessary to avoid adverse accounting treatment for the Company). Further, unless determined otherwise by the Committee, the Participant may satisfy such obligations under this Section 6 by any other method authorized under Section 13(d) of the Plan.

7. <u>Evidence of Ownership</u>. As soon as administratively feasible after the vesting of the Award and the satisfaction of any applicable taxes pursuant to Section 6, the Company shall deliver to the Participant (or to the Participant's designated beneficiary pursuant to Section 13(f) of the Plan if the Participant is not then living) evidence of his or her ownership (by book entry or certificate) of the Shares subject to the Award that have vested and for which any applicable taxes have been paid.

8. <u>Cancellation of Award</u>. The Committee has the right to cancel for no consideration all or any portion of the Award in accordance with Section 2(d) of the Plan if the Committee determines in good faith that the Participant has done any of the following: (i) been convicted of, or plead guilty or *nolo contendere* to, a charge of commission of a felony under federal law or the law of the state in which such action occurred; (ii) committed fraud; (iii) embezzled; (iv) disclosed confidential information or trade secrets; (v) was terminated for Cause;

(vi) engaged in any activity in competition with the business of the Company or any Subsidiary or Affiliate of the Company; or (vii) engaged in conduct that adversely affected the Company.

The Delegate shall have the power and authority to suspend the vesting of or the right to receive the Shares in respect of all or any portion of the Award if the Delegate makes in good faith the determination described in the preceding sentence. Any such suspension of an Award shall remain in effect until the suspension shall be presented to and acted on by the Committee at its next meeting. This Section 8 shall have no application following a Change in Control.

9. Compliance with Laws and Regulations. The Award and the obligation of the Company to deliver the Shares subject to the Award are subject to compliance with all applicable laws, rules and regulations, to receipt of any approvals by any government or regulatory agency as may be required, and to any determinations the Company may make regarding the application of all such laws, rules and regulations.

10. Binding Nature of Plan. The Award is subject to the Plan. The Participant agrees to be bound by all terms and provisions of the Plan and related administrative rules and procedures, including, without limitation, terms and provisions and administrative rules and procedures adopted and/or modified after the granting of the Award. If any provisions hereof are inconsistent with those of the Plan, the provisions of the Plan shall control, except to the extent expressly modified herein pursuant to authority granted under the Plan.

11. Notices. Any notice to the Company under this Agreement shall be in writing to the following address or facsimile number: Human Resources - Total Rewards, Comerica Incorporated, 1717 Main Street, MC 6515, Dallas, TX 75201; Facsimile Number: 214-462-4430. The Company shall address any notice to the Participant to his or her current address according to the Company's personnel files. All written notices provided in accordance with this Section 11 shall be deemed to be given when (a) delivered to the appropriate address(es) by hand or by a nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile to the appropriate facsimile number, with confirmation by telephone of transmission receipt; or (c) received by the addressee, if sent by U.S. mail to the appropriate address or by Company inter-office mail to the appropriate mail code. Either party may designate in writing some other address or facsimile number for notice under this Agreement.

12. Force and Effect. The various provisions of this Agreement are severable in their entirety. Any judicial or legal determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the successors of the respective parties.

14. No Right to Continued Employment. Nothing in the Plan or this Agreement shall confer on the Participant any right to continue in the employment of the Company or its Affiliates for any given period or on any specified terms nor in any way affect the Company's or its Affiliates' right to terminate the Participant's employment without prior notice at any time for any reason or for no reason.

15. Voluntary Participation. Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Participant's employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

16. Recoupment. In addition to the cancellation provisions of Sections 5 and 8, Shares granted pursuant to this Agreement shall be subject to the terms of the recoupment (clawback) policy adopted by the Company as in effect from time to time, as well as any recoupment/forfeiture provisions required by law and applicable to the Company or its subsidiaries; *provided, however*, unless prohibited by applicable law, the Company's recoupment (clawback) policy shall have no application to the Award following a Change in Control.

IN WITNESS WHEREOF, this Agreement has been executed by an appropriate officer of Comerica Incorporated and accepted by the Participant, both as of the day and year first above written.

COMERICA INCORPORATED

By: ______________________
Name:
Title:

COMERICA INCORPORATED
RESTRICTED STOCK AWARD AGREEMENT

THIS AGREEMENT (the "Agreement") between Comerica Incorporated (the "Company") and **XXXXXX** (the "Participant") is effective as of **XXXXXX** (the "Effective Date"). Any undefined terms appearing herein as defined terms shall have the same meaning as they do in the Comerica Incorporated 2018 Long-Term Incentive Plan, as amended and/or restated from time to time, or any successor plan thereto (the "Plan"). The Company shall provide a copy of the Plan to the Participant upon request.

WITNESSETH:

1. Award of Stock. Pursuant to the provisions of the Plan, the Company hereby awards the Participant, subject to the terms and conditions of the Plan (incorporated herein by reference), and subject further to the terms and conditions in this Agreement, **XXXXXX** Shares (the "Award").
2. Voting. The Participant shall have the right to vote the Shares underlying any portion of the Award that has not vested.
3. Dividends. If cash dividends are declared by the Board on the Common Stock on or after the Effective Date and prior to any Vesting Date (as defined below), cash dividends (the "Restricted Dividends") shall accrue on the Shares underlying the Award, which Restricted Dividends shall be subject to vesting and forfeiture on the same terms and conditions as the underlying Award. Such Restricted Dividends shall be in an amount of cash per Share subject to the Award equal to the cash dividend paid with respect to each outstanding Share generally and shall be credited on the declaration date applicable to Shares generally. The Restricted Dividends accrued with respect to a Share underlying this Award shall be paid to the Participant as soon as administratively feasible (but in no event later than forty-five (45) days) following the date such Share vests. The Restricted Dividends accrued on Shares underlying the Award (or portion thereof) that do not vest and are forfeited shall be forfeited for no consideration on the date such Award (or portion thereof) is forfeited.
4. Vesting of Award.

   a. *General*. Except as otherwise provided in the Plan and this Agreement, the Award shall vest and become free of restrictions in accordance with the following schedule: 50% of the Shares covered by the Award shall vest and become free of restrictions on the third anniversary of the Effective Date and 25% of the Shares covered by the Award shall vest and become free of restrictions on each of the fourth and fifth anniversaries of the Effective Date (or, if any such date is not a business day, the business day immediately preceding such date) (each, a "Vesting Date"), subject to the Participant's continued employment by the Company or one of its Affiliates through the applicable Vesting Date. Any fraction of a Share that would otherwise vest on any date shall be rounded down to the next lowest whole number, with any such fraction added to the portion of the Award that vests and becomes free of restrictions on the next Vesting Date.

   b. *Death or Disability*. In the event of the Participant's Termination of Service due to death or Disability, prior to the final Vesting Date, the unvested portion of the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service.

   c. *Change in Control*. To the extent a Replacement Award is provided pursuant to Section 10(c) of the Plan, upon a Termination of Service of the Participant by the Company other than for Cause or by the Participant for Good Reason, in each case, prior to the final Vesting Date and within twenty-four (24) months following a Change in Control, the unvested portion of the Award shall immediately and fully vest effective as of the date of the Participant's Termination of Service. If a Replacement Award is not provided in respect of the Award, the vesting provisions set forth in Section 10(b) of the Plan shall apply.

   d. *All Other Terminations*. Except as provided in this Section 4, if the Participant's Termination of Service occurs prior to the final Vesting Date, the unvested portion of the Award shall be forfeited for no consideration effective immediately as of the date of Termination of Service, unless the Committee determines otherwise.

5. Special Vesting and Forfeiture Terms.

   a. *Forfeiture Resulting from Acts Occurring During the Grant Year*. Notwithstanding any other provision of this Agreement, if it shall be determined at any time subsequent to the Effective Date that Participant has, during the calendar year in which the Effective Date occurs (the "Grant Year"), (i) failed to comply with Company policies and procedures, including the Code of Business Conduct and Ethics or the Senior Financial Officer Code of Ethics (if applicable), (ii) violated any law or regulation, (iii) engaged in negligent or willful misconduct, (iv) engaged in activity resulting in a significant or material Sarbanes-Oxley control deficiency, or (v) demonstrated poor risk management or lack of judgment in discharge of Company duties, and such failure, violation, misconduct, activity or behavior (1) demonstrates an inadequate sensitivity to the inherent risks of Participant's business line or functional area, and (2) results in, or is reasonably likely to result in, a material adverse impact (whether financial or reputational) on the Company or Participant's business line or functional area, all or part of the Shares covered by the Award that have not yet become vested at the time of such determination may be cancelled and forfeited. "Inadequate sensitivity" to risk is demonstrated by imprudent activities that subject the Company to risk outcomes in future periods, including risks that may not be apparent at the time the activities are undertaken.

   b. *Forfeiture of Units for Acts Occurring in Years Other Than the Grant Year*. Notwithstanding any other provision of this Agreement, if the Participant receives one or more equity awards in any calendar years other than the Grant Year (an "Other Grant Year") pursuant to an Award Agreement that contains a clause substantially similar to Section 5(a) above, and it shall be determined that Participant, as a result of risk-related behavior, should be subject to the forfeiture of all or part of any such award granted in such Other Grant Year in accordance with the terms of such clause, then the unvested Units granted under this Agreement shall be subject to forfeiture to the extent necessary to equal the Unsatisfied Forfeiture Value (as defined below). The term "Unsatisfied Forfeiture Value" shall mean the value (as determined by the Committee in its absolute discretion) of any portion of the Award determined by the Committee to be subject to forfeiture with respect to the Other Grant Year (without regard to whether or not some portion thereof has already vested) that has in fact vested prior to such determination by the Committee. All or a portion of unvested Shares granted under this Agreement shall be subject to forfeiture in order to satisfy as much as possible of the Unsatisfied Forfeiture Value, and the valuation of such Shares for such purpose shall be determined in the absolute discretion of the Committee.

6. Withholding. No later than the date as of which an amount first becomes includible in the gross income of the Participant for Federal income tax purposes with respect to any Shares subject to the Award, the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, all Federal, state and local income and employment taxes that are required by applicable laws and regulations to be withheld with respect to such amount. The Participant authorizes the Company to withhold from his or her compensation to satisfy any income and employment tax withholding obligations in connection with the Award. The Participant agrees that the Company may delay removal of the restrictive legend until proper payment of such taxes has been made by the Participant. If required pursuant to the Company's policy as applied to the Participant or elected by the Participant, to the extent permitted by law, tax withholding obligations in respect of the Award shall be satisfied by authorizing the Company to withhold from the Shares otherwise issuable to the individual pursuant to the vesting of the Award a number of shares having a Fair Market Value, as of the date the obligation to withhold such taxes arises, which will satisfy the amount of the withholding tax obligation (provided the amount withheld does not exceed the maximum statutory tax rate in the Participant's applicable tax jurisdiction or such lesser amount as is necessary to avoid adverse accounting treatment for the Company). Further, unless determined otherwise by the Committee, the Participant may satisfy such obligations under this Section 6 by any other method authorized under Section 13(d) of the Plan.

7. Evidence of Ownership. As soon as administratively feasible after the vesting of any portion of the Award and the satisfaction of any applicable taxes pursuant to Section 6, the Company shall deliver to the Participant (or to the Participant's designated beneficiary pursuant to Section 13(f) of the Plan if the Participant is not then living)

evidence of his or her ownership (by book entry or certificate) of the Shares subject to the Award that have vested and for which any applicable taxes have been paid.

8. Cancellation of Award. The Committee has the right to cancel for no consideration all or any portion of the Award in accordance with Section 2(d) of the Plan if the Committee determines in good faith that the Participant has done any of the following: (i) been convicted of, or plead guilty or *nolo contendere* to, a charge of commission of a felony under federal law or the law of the state in which such action occurred; (ii) committed fraud; (iii) embezzled; (iv) disclosed confidential information or trade secrets; (v) was terminated for Cause; (vi) engaged in any activity in competition with the business of the Company or any Subsidiary or Affiliate of the Company; or (vii) engaged in conduct that adversely affected the Company.

   The Delegate shall have the power and authority to suspend the vesting of or the right to receive the Shares in respect of all or any portion of the Award if the Delegate makes in good faith the determination described in the preceding sentence. Any such suspension of an Award shall remain in effect until the suspension shall be presented to and acted on by the Committee at its next meeting. This Section 8 shall have no application following a Change in Control.

9. Compliance with Laws and Regulations. The Award and the obligation of the Company to deliver the Shares subject to the Award are subject to compliance with all applicable laws, rules and regulations, to receipt of any approvals by any government or regulatory agency as may be required, and to any determinations the Company may make regarding the application of all such laws, rules and regulations.

10. Binding Nature of Plan. The Award is subject to the Plan. The Participant agrees to be bound by all terms and provisions of the Plan and related administrative rules and procedures, including, without limitation, terms and provisions and administrative rules and procedures adopted and/or modified after the granting of the Award. If any provisions hereof are inconsistent with those of the Plan, the provisions of the Plan shall control, except to the extent expressly modified herein pursuant to authority granted under the Plan.

11. Notices. Any notice to the Company under this Agreement shall be in writing to the following address or facsimile number: Human Resources - Total Rewards, Comerica Incorporated, 1717 Main Street, MC 6515, Dallas, TX 75201; Facsimile Number: 214-462-4430. The Company shall address any notice to the Participant to his or her current address according to the Company's personnel files. All written notices provided in accordance with this Section 11 shall be deemed to be given when (a) delivered to the appropriate address(es) by hand or by a nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile to the appropriate facsimile number, with confirmation by telephone of transmission receipt; or (c) received by the addressee, if sent by U.S. mail to the appropriate address or by Company inter-office mail to the appropriate mail code. Either party may designate in writing some other address or facsimile number for notice under this Agreement.

12. Force and Effect. The various provisions of this Agreement are severable in their entirety. Any judicial or legal determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the successors of the respective parties.

14. No Right to Continued Employment. Nothing in the Plan or this Agreement shall confer on the Participant any right to continue in the employment of the Company or its Affiliates for any given period or on any specified terms nor in any way affect the Company's or its Affiliates' right to terminate the Participant's employment without prior notice at any time for any reason or for no reason.

15. Voluntary Participation. Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Participant's employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

16. Recoupment. In addition to the cancellation provisions of Sections 5 and 8, Shares granted pursuant to this Agreement shall be subject to the terms of the recoupment (clawback) policy adopted by the Company as in effect

from time to time, as well as any recoupment/forfeiture provisions required by law and applicable to the Company or its subsidiaries; *provided, however*, unless prohibited by applicable law, the Company's recoupment (clawback) policy shall have no application to the Award following a Change in Control.

IN WITNESS WHEREOF, this Agreement has been executed by an appropriate officer of Comerica Incorporated and accepted by the Participant, both as of the day and year first above written.

COMERICA INCORPORATED

By: ___________________________

Name:

Title: