

UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
COMPTROLLER OF THE CURRENCY

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In the Matter of:)	
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PNC Bank, National Association)	AA-EC-2014-77
Wilmington, Delaware)	
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CONSENT ORDER

The Comptroller of the Currency of the United States of America (“Comptroller”), through his national bank examiners and other staff of the Office of the Comptroller of the Currency (“OCC”), has conducted an examination of PNC Bank, National Association, Wilmington, Delaware (“Bank” or “PNC”). The OCC has identified deficiencies in the Bank’s practices that resulted in a violation of Section 5 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 45(a)(1), related to billing practices with regard to Identity Protection Products, and has informed the Bank of the findings resulting from the examination.

The Bank, by and through its duly elected and acting Board of Directors (“Board”), has executed a Stipulation and Consent to the Issuance of a Consent Order, dated October 6, 2014, that is accepted by the Comptroller (“Stipulation”). By this Stipulation, which is incorporated herein by reference, the Bank has consented to the issuance of this Consent Cease and Desist Order (“Order”) by the Comptroller. The Bank has taken corrective and remedial action and is committed to completing all necessary and appropriate steps to remedy the deficiencies and violation of law identified by the OCC. The terms Identity Protection Products, Identity Protection Vendors, and Identity Protection Customers are defined for purposes of this Order in Article IV below.

ARTICLE I

COMPTROLLER'S FINDINGS

The Comptroller finds, and the Bank neither admits nor denies, the following:

- (1) From 1993 to November 2009, National City Bank, N.A. ("National City") marketed Identity Protection Products to National City customers. The Identity Protection Products included credit monitoring services.
- (2) PNC's parent bank holding company acquired National City on December 31, 2008, and National City was merged with and into PNC in November 2009. From 2008 through January 2012, PNC marketed the Identity Protection Products to Bank customers.
- (3) National City customers, Bank customers, and other consumers who enrolled in the Identity Protection Products were required to provide sufficient personal verification information or authorization before their credit bureau reports could be accessed. Identity Protection Customers were provided the materials necessary to submit this information or authorization, but until the information or authorization was submitted, the customers could not receive the credit monitoring services of the Identity Protection Product in which they were enrolled.
- (4) From 1993 to January 2012, National City's and PNC's Identity Protection Vendors billed Identity Protection Customers the full fee of the products, even though many of those Identity Protection Customers were not receiving all of the benefits of the products.
- (5) By reason of the foregoing billing practices for the Identity Protection Products as described in Paragraphs (1) to (4) of this Article, the Bank engaged in unfair practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a)(1).

(6) The Bank's violation of Section 5 of the FTC Act caused substantial consumer injury or was likely to cause substantial consumer injury.

(7) The Bank's violation of Section 5 of the FTC Act is part of a pattern of misconduct that resulted in financial gain to the Bank.

(8) Pursuant to the authority vested in him by the Federal Deposit Insurance Act, as amended, 12 U.S.C. § 1818(b), the Comptroller hereby ORDERS that:

ARTICLE II

COMPLIANCE COMMITTEE

(1) The Board shall appoint and maintain an active Compliance Committee of at least three (3) directors, of which a majority may not be employees or officers of the Bank or any of its subsidiaries or affiliates. The Compliance Committee shall be responsible for monitoring and overseeing the Bank's compliance with the provisions of this Order. The Compliance Committee shall maintain minutes of its meetings at which compliance with this Order is discussed.

(2) Within ninety (90) days of the effective date of this Order, and thereafter within thirty (30) days after the end of each quarter, the Compliance Committee shall submit a written progress report to the Board setting forth in detail the actions taken to comply with each Article of this Order, and the results and status of those actions.

(3) Upon receiving the Compliance Committee's report, the Board shall forward a copy of the report, with any additional comments by the Board, to the Deputy Comptroller for Large Bank Supervision ("Deputy Comptroller") and the Examiner-in-Charge within ten (10) days of the first Board meeting following receipt of such report, unless additional time is granted by the Examiner-in-Charge through a written determination of no supervisory objection.

ARTICLE III

COMPREHENSIVE ACTION PLAN

(1) Within sixty (60) days of this Order, the Bank shall submit to the Deputy Comptroller and Examiner-in-Charge, for review and written determination of no supervisory objection by the Deputy Comptroller, an acceptable plan containing a complete description of the actions that are necessary and appropriate to achieve compliance with Articles IV through VII of this Order (“Action Plan”). In the event the Deputy Comptroller asks the Bank to revise the Action Plan, the Bank shall promptly make necessary and appropriate revisions and resubmit the Action Plan to the Deputy Comptroller and Examiner-in-Charge for review and determination of no supervisory objection by the Deputy Comptroller.

(2) The Action Plan shall specify qualified Bank personnel responsible for overseeing the execution of each element of the Action Plan, and shall specify timelines for completion of each of the requirements of Articles IV through VII of this Order. The timelines in the Action Plan shall be consistent with any deadlines set forth in this Order, unless modified by written agreement with the Deputy Comptroller.

(3) Upon receiving written notice of no supervisory objection from the Deputy Comptroller, the Board shall ensure that the Bank implements and thereafter adheres to the Action Plan. Following implementation of the Action Plan, the Bank shall not take any action that will cause a significant deviation from, or material change to the Action Plan, unless and until the Bank has received a prior written determination of no supervisory objection from the Deputy Comptroller.

(4) The Board shall ensure that the Bank achieves and thereafter maintains compliance with this Order, including, without limitation, successful implementation of the

Action Plan. The Board shall further ensure that, upon implementation of the Action Plan, the Bank achieves and maintains a program to comply with Section 5 of the FTC Act, and its implementing regulations. In each instance in this Order in which the Board is required to ensure adherence to or undertake to perform certain obligations of the Bank, it is intended to mean that the Board shall:

- (a) Require the timely reporting by the Bank management of such actions directed by the Board to be taken under this Order;
- (b) Follow-up on any non-compliance with such actions in a timely and appropriate manner; and
- (c) Require corrective action be taken in a timely manner for any non-compliance with such actions.

ARTICLE IV

CONSUMER REIMBURSEMENT FOR UNFAIR BILLING PRACTICES

(1) The Bank shall complete full reimbursement, as defined in Paragraph (3) of this Article, in accordance with the Reimbursement Plan required by Article V of this Order, to all Eligible Customers as defined in Paragraph (2) of this Article.

- (2) For the purposes of this Order, the following definitions shall apply:
- (a) “Eligible Customer” is any Identity Protection Customer who, between 2004 and January 2012, was enrolled in an Identity Protection Product and who was Unprocessable during any portion of his or her enrollment.
 - (b) “Identity Protection Customer” is a Bank customer or legacy National City customer who enrolled in an Identity Protection Product.

- (c) “Identity Protection Product” refers to three identity protection products, “PrivacyGuard,” “Identity Protect,” and “Identity Protect Plus,” which included credit monitoring services and were marketed to National City and Bank customers by National City, the Bank, and the Identity Protection Vendors.
- (d) “Identity Protection Vendors” refers to the third parties, Trilegiant Corporation and Coverdell, Inc., which provided marketing, sales, delivery, servicing (including billing), and/or fulfillment of the Identity Protection Products to National City customers and/or Bank customers.
- (e) “Product Fees” are the fees charged by an Identity Protection Vendor for an Identity Protection Product.
- (f) “Reimbursement End Date” is the date on which the Eligible Customer’s Unprocessable status ended.
- (g) “Reimbursement Start Date” is the date on which the Eligible Customer first entered Unprocessable status.
- (h) “Unprocessable” refers to the status of an Identity Protection Customer who, at a given time, was being billed for an Identity Protection Product but was not receiving the proper credit monitoring benefits of the product.

(3) The reimbursement amount paid to each Eligible Customer shall include, as applicable, to each Eligible Customer:

- (a) The sum of:

- (i) The full amount of Product Fees paid by an Eligible Customer from his or her Reimbursement Start Date through his or her Reimbursement End Date;
 - (ii) The amount of the over-limit fees, as calculated pursuant to the methodology in the Reimbursement Plan, paid by an Eligible Customer from his or her Reimbursement Start Date through his or her Reimbursement End Date because the amount of the Product Fees resulted in the Eligible Customer exceeding his or her credit limit;
 - (iii) The amount of the overdraft fees, as calculated pursuant to the methodology in the Reimbursement Plan, paid by an Eligible Customer from his or her Reimbursement Start Date through his or her Reimbursement End Date because the amount of the Product Fees resulted in the Eligible Customer overdrawing his or her deposit account; and
 - (iv) The amount of the finance charges, as calculated pursuant to the methodology in the Reimbursement Plan, paid by an Eligible Customer on Product Fees from his or her Reimbursement Start Date through his or her Reimbursement End Date.
- (b) Less any amount that was a previous refund of the fees and charges described above in section (a) of this paragraph.

ARTICLE V

REIMBURSEMENT PLAN

(1) Within sixty (60) days of this Order, the Bank shall develop a Board-approved reimbursement plan (“Reimbursement Plan”) and submit it to the Deputy Comptroller for prior determination of no supervisory objection. The Reimbursement Plan shall include the following:

- (a) A description of the methods used and the time necessary to compile a list of potential Eligible Customers.
- (b) A description of the methods used to calculate the amount of reimbursement to be paid to each Eligible Customer as required by Article IV.
- (c) A description of the procedures for issuance and tracking of reimbursement payments to Eligible Customers.
- (d) With regard to Eligible Customers who receive the reimbursement required by Article IV of this Order in the form of a check, a description of procedures:
 - (i) for reporting updated Bank credit card balances, as applicable, to each credit reporting agency to which National City or the Bank had previously furnished balance information for the account; and
 - (ii) with regard to accounts sold to unaffiliated third parties, for requesting such third parties to report updated credit card balances, as applicable, to each credit reporting agency to which National City, the Bank, or the third party had previously furnished balance information for the account.

(e) A description of the procedures for monitoring compliance with the Reimbursement Plan.

(2) The Bank represents that it has completed a plan to reimburse Eligible Customers for certain Product Fees and associated fees and charges that they paid. This plan shall be documented as part of the Reimbursement Plan required by this Article and be subject to the requirements of this Article, and shall include an accounting of amounts the Bank has already reimbursed to Eligible Customers.

(3) Upon receipt of a determination of no supervisory objection to the Reimbursement Plan, the Board shall ensure that the Bank implements and adheres to the Reimbursement Plan. Any proposed changes to or deviations from the approved Reimbursement Plan shall be submitted in writing to the Deputy Comptroller for prior supervisory review and non-objection.

ARTICLE VI

ASSESSMENT OF REIMBURSEMENT

(1) Within ninety (90) days from the completion of reimbursement under the Reimbursement Plan, as detailed in Article V, the Bank's Internal Audit department shall review and assess compliance with the terms of the Reimbursement Plan ("Reimbursement Review").

(2) The Reimbursement Review shall include an assessment of the Reimbursement Plan and the methodology used to determine the population of Eligible Customers, the amount of reimbursement for each Eligible Customer, the procedures used to issue and track reimbursement payments, the procedures used for reporting and requesting the reporting of updated balances to the credit reporting agencies, and the work of any independent consultants that the Bank has used to assist and review its execution of the Reimbursement Plan.

(3) The Reimbursement Review shall be completed and summarized in a written report (the “Reimbursement Review Report”), which shall be completed within thirty (30) days of completion of the Reimbursement Review. Within ten (10) days of its completion, the Reimbursement Review Report shall be submitted to the Deputy Comptroller, Examiner-in-Charge, and the Board.

(4) Any (including all draft and finalized) communications, workpapers, or work product related to the Reimbursement Review shall be made available to the OCC immediately upon request of the Examiner-in-Charge.

ARTICLE VII

THIRD PARTY MANAGEMENT

(1) For the purposes of this Article and this Order, “Third Party” refers to any third party that provides marketing, sales, delivery, servicing, and/or fulfillment of services for consumer products offered, pursuant to a contractual obligation to the Bank, as optional add-on products to Bank credit cards and/or as optional add-on products to other consumer products of the Bank.

(2) Within sixty (60) days of this Order, the Bank shall submit its written policy or policies governing the management of Third Parties (“Third Party Management Policy”) to the Examiner-in-Charge for prior determination of no supervisory objection. At a minimum, the Third Party Management Policy shall require:

- (a) An analysis, to be conducted by the Bank prior to the Bank entering into a contract with the Third Party, of the ability of the Third Party to perform the marketing, sales, delivery, servicing, and fulfillment of services for the product(s) in compliance with all applicable consumer protection laws and Bank policies and procedures.

- (b) For new and renewed contracts, a written contract between the Bank and the Third Party, which sets forth the responsibilities of each party, especially:
- (i) The Third Party's specific performance responsibilities and duty to maintain adequate internal controls over the marketing, sales, delivery, servicing, and fulfillment of services for the products;
 - (ii) The Third Party's responsibilities and duty to provide adequate training on applicable consumer protection laws and Bank policies and procedures to all Third Party employees or agents engaged in the marketing, sales, delivery, servicing, and fulfillment of services for the product(s);
 - (iii) Granting the Bank the authority to conduct periodic onsite reviews of the Third Party's controls, performance, and information systems as they relate to the marketing, sales, delivery, servicing, and fulfillment of services for the product(s); and
 - (iv) The Bank's right to terminate the contract if the Third Party materially fails to comply with the terms specified in the contract, including the terms required by this paragraph.
- (c) For new and renewed contracts, periodic onsite review by the Bank of the Third Party's controls, performance, and information systems.

(3) Upon receipt of a determination of no supervisory objection to the Third Party Management Policy submitted pursuant to Paragraph (2) of this Article, the Board shall ensure that the Bank implements and adheres to the Third Party Management Policy. Any proposed

changes or deviations from the approved Third-Party Management Policy shall be submitted in writing to the Examiner-in-Charge for prior supervisory review and non-objection.

(4) The Bank's Internal Audit department shall conduct a periodic assessment of the Bank's adherence to the Third Party Management Policy. The initial assessment shall commence within one hundred twenty (120) days after the Bank's receipt of a determination of no supervisory objection to the Third Party Management Policy. Findings shall be memorialized in writing, and the written findings shall be submitted within thirty (30) days to the Audit Committee and the Examiner-in-Charge. Subsequent assessments shall occur periodically according to the Bank's Internal Audit schedule for auditing the Bank's enterprise and line-of-business Third Party Management programs.

(5) The Board shall ensure that there is oversight of the Third Party Management Policy required by this Article by the Bank's senior risk managers and senior management.

ARTICLE VIII

APPROVAL, IMPLEMENTATION, AND REPORTS

(1) The Bank shall submit the written plans, programs, policies, and procedures required by this Order for review and determination of no supervisory objection to the Deputy Comptroller or the Examiner-in-Charge within the applicable time periods set forth in Articles IV through VII. The Board shall ensure that the Bank submits the plans, programs, policies, and procedures to the Deputy Comptroller or Examiner-in-Charge for prior written determination of no supervisory objection. In the event the Deputy Comptroller or Examiner-in-Charge asks the Bank to revise the plans, programs, policies, or procedures, the Bank shall promptly make necessary and appropriate revisions and resubmit the materials to the Deputy Comptroller or Examiner-in-Charge for review and determination of no supervisory objection. Upon receiving

written notice of no supervisory objection from the Deputy Comptroller or Examiner-in-Charge, the Board shall ensure that the Bank implements and thereafter adheres to the plans, programs, policies, and procedures.

(2) During the term of this Order, the required plans, programs, policies, and procedures shall not be amended or rescinded in any material respect without a prior written determination of no supervisory objection from the Deputy Comptroller or Examiner-in-Charge.

(3) During the term of this Order, the Bank shall revise the required plans, programs, policies, and procedures as necessary to incorporate new, or changes to, applicable legal requirements and supervisory guidelines.

(4) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the plans, programs, policies, and procedures required by this Order.

(5) Within ninety (90) days after the effective date of this Order and within thirty (30) days after the end of each calendar quarter thereafter, the Bank shall submit to the OCC a written progress report detailing the form and manner of all actions taken to secure compliance with the provisions of this Order and the results thereof. The progress report shall include information sufficient to demonstrate compliance with this Order. The OCC may, in writing, discontinue the requirement for progress reports or modify the reporting schedule.

(6) All communication regarding this Order shall be sent to:

(a) Morris R. Morgan
Deputy Comptroller
Large Bank Supervision
Office of the Comptroller of the Currency
400 7th Street S.W.
Washington, DC 20219

- (b) Richard B. Taft
Examiner-in-Charge
National Bank Examiners
Two PNC Plaza
620 Liberty Avenue
MS P2-PTPP-20-3
Pittsburgh, PA 15222

or such other individuals or addresses as directed by the OCC.

ARTICLE IX

OTHER PROVISIONS

(1) Although this Order requires the Bank to submit certain actions, plans, programs, and policies for the review or prior written determination of no supervisory objection by the Deputy Comptroller or the Examiner-in-Charge, the Board has the ultimate responsibility for proper and sound management of the Bank.

(2) If, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him by the several laws of the United States to undertake any action affecting the Bank, nothing in this Order shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.

(3) This Order constitutes a settlement of the cease and desist proceeding against the Bank contemplated by the Comptroller, based on the practices and violation of law described in the Comptroller's Findings set forth in Article I of this Order. The Comptroller releases and discharges the Bank from all potential liability for a cease and desist order that has been or might have been asserted by the Comptroller based on the practices and violation described in the Comptroller's Findings set forth in Article I of this Order, to the extent known to the Comptroller as of the effective date of this Order. Provided, however, that nothing in the Stipulation or this

Consent Order, which settles all cease and desist proceedings against the Bank based on the Comptroller's Findings set forth in Article I of this Order, shall prevent the Comptroller from instituting enforcement actions other than a cease and desist order against the Bank or any of its institution-affiliated parties based on the findings set forth in this Order, or any other findings. Except as provided in the preceding sentences of this paragraph, the practices and violation described in Article I of this Order may be utilized by the Comptroller in other future enforcement actions against the Bank or its institution-affiliated parties, including, without limitation, to establish a pattern or practice of violations or unsafe or unsound practices or the continuation of a pattern or practice of violations or unsafe or unsound practices. This release shall not preclude or affect any right of the Comptroller to determine and ensure compliance with the terms and provisions of the Stipulation or this Order.

(4) This Order is and shall become effective upon its execution by the Comptroller, through his authorized representative whose hand appears below. The Order shall remain effective and enforceable, except to the extent that, and until such time as, any provision of this Order shall be amended, suspended, waived, or terminated in writing by the Comptroller or his authorized representative.

(5) Any time limitations imposed by this Order shall begin to run from the effective date of this Order, as shown below, unless the Order specifies otherwise. The time limitations may be extended in writing by the Deputy Comptroller for good cause upon written application by the Board. Any request to extend any time limitation shall include a statement setting forth in detail the special circumstances that prevent the Bank from complying with the time limitation, and shall be accompanied by relevant supporting documentation. The Deputy Comptroller's decision regarding the request is final and not subject to further review.

(6) The terms and provisions of this Order apply to the Bank and its subsidiaries, even though those subsidiaries are not named as parties to this Order. The Bank shall integrate any activities done by a subsidiary into its plans, policies, programs, and processes required by this Order. The Bank shall ensure that its subsidiaries comply with all terms and provisions of this Order.

(7) This Order is intended to be, and shall be construed to be, a final order issued pursuant to 12 U.S.C. § 1818(b), and expressly does not form, and may not be construed to form, a contract binding the Comptroller or the United States. Without limiting the foregoing, nothing in this Order shall affect any action against the Bank or its institution-affiliated parties by a bank regulatory agency, the United States Department of Justice, or any other law enforcement agency.

(8) The terms of this Order, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements, or prior arrangements between the parties, whether oral or written.

IT IS SO ORDERED, this 6th day of October, 2014.

s/Morris R. Morgan
Morris R. Morgan
Deputy Comptroller
Large Bank Supervision

**UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
COMPTROLLER OF THE CURRENCY**

In the Matter of:

PNC Bank, National Association
Wilmington, Delaware

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AA-EC-2014-77

**STIPULATION AND CONSENT TO THE ISSUANCE
OF A CONSENT ORDER**

WHEREAS, the Comptroller of the Currency of the United States of America (“Comptroller”), based upon information derived from the exercise of his regulatory and supervisory responsibilities, intends to issue a cease and desist order to PNC Bank, National Association, Wilmington, Delaware (“Bank”), pursuant to 12 U.S.C. § 1818(b), for the Bank’s violation of Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45(a)(1), related to billing practices with regard to identity theft protection products;

WHEREAS, in the interest of cooperation and to avoid additional costs associated with administrative and judicial proceedings with respect to the above matter, the Bank, through its duly elected and acting Board of Directors (“Board”), has agreed to execute this Stipulation and Consent to the Issuance of a Consent Order (“Stipulation”), that is accepted by the Comptroller, through his duly authorized representative;

NOW, THEREFORE, in consideration of the above premises, it is stipulated by the Bank that:

ARTICLE I

JURISDICTION

(1) The Bank is a national banking association chartered and examined by the Comptroller pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 *et seq.*

(2) The Comptroller is “the appropriate Federal banking agency” regarding the Bank pursuant to 12 U.S.C. §§ 1813(q) and 1818(b).

(3) The Bank is an “insured depository institution” within the meaning of 12 U.S.C. § 1818(b)(1).

ARTICLE II

CONSENT

(1) The Bank, without admitting or denying any wrongdoing, consents and agrees to issuance of the accompanying Consent Order by the Comptroller.

(2) The terms and provisions of the Consent Order apply to PNC Bank, National Association, Wilmington, Delaware, and all its subsidiaries, even though those subsidiaries are not named as parties to the Consent Order.

(3) The Bank consents and agrees that the Consent Order shall be deemed an “order issued with the consent of the depository institution” pursuant to 12 U.S.C. § 1818(h)(2), and consents and agrees that the Consent Order shall become effective upon its execution by the Comptroller through his authorized representative, and shall be fully enforceable by the Comptroller pursuant to 12 U.S.C. § 1818(i).

(4) Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the Comptroller may enforce any of the commitments or obligations herein

undertaken by the Bank under his supervisory powers, including 12 U.S.C. § 1818(b), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the Comptroller has any intention to enter into a contract.

(5) The Bank declares that no separate promise or inducement of any kind has been made by the Comptroller, or by his agents or employees, to cause or induce the Bank to consent to the issuance of the Consent Order and/or execute this Stipulation.

(6) The Bank expressly acknowledges that no officer or employee of the Comptroller has statutory or other authority to bind the United States, the United States Treasury Department, the Comptroller, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the Comptroller's exercise of his supervisory responsibilities.

(7) The Consent Order constitutes a settlement of the cease and desist proceeding against the Bank contemplated by the Comptroller, based on the practices and violation of law described in the Comptroller's Findings set forth in Article I of the Consent Order. The Comptroller releases and discharges the Bank from all potential liability for a cease and desist order that has been or might have been asserted by the Comptroller based on the practices and violation described in the Comptroller's Findings set forth in Article I of the Consent Order, to the extent known to the Comptroller as of the effective date of the Consent Order. Provided, however, that nothing in this Stipulation or the Consent Order, which settles all cease and desist proceedings against the Bank based on the Comptroller's Findings set forth in Article I of the Consent Order, shall prevent the Comptroller from instituting enforcement actions other than a cease and desist order against the Bank or any of its institution-affiliated parties based on the findings set forth in the Consent Order, or any other findings. Except as provided in the

preceding sentences of this paragraph, the practices and violation described in Article I of the Consent Order may be utilized by the Comptroller in other future enforcement actions against the Bank or its institution-affiliated parties, including, without limitation, to establish a pattern or practice of violations or unsafe or unsound practices or the continuation of a pattern or practice of violations or unsafe or unsound practices. This release shall not preclude or affect any right of the Comptroller to determine and ensure compliance with the terms and provisions of this Stipulation or the Consent Order.

ARTICLE III

WAIVERS

- (1) The Bank, by executing this Stipulation and consenting to the Consent Order, waives:
 - (a) Any and all rights to the issuance of a Notice of Charges pursuant to 12 U.S.C. § 1818(b);
 - (b) Any and all procedural rights available in connection with the issuance of the Consent Order;
 - (c) Any and all rights to a hearing and a final agency decision pursuant to 12 U.S.C. § 1818(b) and (h), and 12 C.F.R. Part 19;
 - (d) Any and all rights to seek any type of administrative or judicial review of the Consent Order;
 - (e) Any and all claims for fees, costs, or expenses against the Comptroller, or any of his agents or employees, related in any way to this enforcement matter or the Consent Order, whether arising under common law or under

the terms of any statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412;

- (f) Any and all rights to assert this proceeding, this Stipulation, consent to the issuance of the Consent Order, and/or the issuance of the Consent Order, as the basis for a claim of double jeopardy in any pending or future proceeding brought by the United States Department of Justice or any other governmental entity; and
- (g) Any and all rights to challenge or contest the validity of the Consent Order.

ARTICLE IV

ELIGIBLE BANK – OTHER PROVISIONS

- (1) As a result of the Consent Order:
 - (a) The Bank is an “eligible bank” pursuant to 12 C.F.R. § 5.3(g)(4) for the purposes of 12 C.F.R. Part 5 regarding rules, policies and procedures for corporate activities, unless otherwise informed in writing by the Office of the Comptroller of the Currency (“OCC”);
 - (b) The Bank is not subject to the limitation of 12 C.F.R. § 5.51(c)(6)(ii) for the purposes of 12 C.F.R. § 5.51 requiring OCC approval of a change in directors and senior executive officers, unless otherwise informed in writing by the OCC;
 - (c) The Bank is not subject to the limitation on golden parachute and indemnification payments provided by 12 C.F.R. § 359.1(f)(1)(ii)(C) and

12 C.F.R. § 5.51(c)(6)(ii), unless otherwise informed in writing by the OCC;

- (d) The Bank’s status as an “eligible bank” remains unchanged pursuant to 12 C.F.R. § 24.2(e)(4) for the purposes of 12 C.F.R. Part 24 regarding community and economic development, unless otherwise informed in writing by the OCC; and
- (e) The Consent Order shall not be construed to be a “written agreement, order, or capital directive” within the meaning of 12 C.F.R. § 6.4, unless the OCC informs the Bank otherwise in writing.

ARTICLE V

CLOSING

(1) The provisions of this Stipulation and the Consent Order shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any other action affecting the Bank if, at any time, he deems it appropriate to do so to fulfill the responsibilities placed upon him by the several laws of the United States of America.

(2) Nothing in this Stipulation or the Consent Order shall preclude any proceedings brought by the Comptroller to enforce the terms of the Consent Order, and nothing in this Stipulation or the Consent Order constitutes, nor shall the Bank contend that it constitutes, a release, discharge, compromise, settlement, dismissal, or resolution of any actions, or in any way affects any actions that may be or have been brought by any other representative of the United States or an agency thereof, including, without limitation, the United States Department of Justice.

(3) The terms of this Stipulation, including this paragraph, and of the Consent Order are not subject to amendment or modification by any extraneous expression, prior agreements or prior arrangements between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of PNC Bank, National Association, Wilmington, Delaware, have hereunto set their hands on behalf of the Bank.

s/Richard O. Berndt

Richard O. Berndt

Date

s/

10/2/2014

Charles E. Bunch

Date

s/Paul W. Chellgren

Oct. 1, 2014

Paul W. Chellgren

Date

s/William Demchak

9/30/14

William S. Demchak

Date

s/Andrew T. Feldstein

10-1-14

Andrew T. Feldstein

Date

s/Joseph C. Guyaux

9/30/14

Joseph C. Guyaux

Date

s/Kay Coles James

10/1/14

Kay Coles James

Date

s/Richard B. Kelson

10/2/2014

Richard B. Kelson

Date

s/A. A. Massaro

9-29-14

Anthony A. Massaro

Date

s/E William Parsley III

9/30/14

E. William Parsley, III

Date

s/James G. Pepper

10/2/2014

Jane G. Pepper

Date

s/Donald J. Shepard

10/1/14

Donald J. Shepard

Date

s/Lorene K. Steffes

10/1/2014

Lorene K. Steffes

Date

s/Dennis f. Strigl

10/1/14

Dennis F. Strigl

Date

s/Thomas J. Usher

9-30-14

Thomas J. Usher

Date

s/Georg H. Walls, Jr.

October 1, 2014

George H. Walls, Jr.

Date

s/Helge H. Wehmeier

Helge H. Wehmeier

Date

s/Marjorie Rodgers Cheshire

10-3-14

Marjorie Rodgers Cheshire

Date

Accepted by:

THE COMPTROLLER OF THE CURRENCY

s/Morris R. Morgan

10/6/2014

By:

Morris R. Morgan
Deputy Comptroller
Large Bank Supervision

Date