
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549**

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2018

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 001-09718

The PNC Financial Services Group, Inc.

(Exact name of registrant as specified in its charter)

**Pennsylvania
(State or other jurisdiction of
incorporation or organization)**

**25-1435979
(I.R.S. Employer
Identification No.)**

The Tower at PNC Plaza, 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2401
(Address of principal executive offices, including zip code)

(888) 762-2265
(Registrant's telephone number including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 7(a)(2)(B) of the Securities Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

As of July 20, 2018, there were 464,302,343 shares of the registrant's common stock (\$5 par value) outstanding.

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FINANCIAL REVIEW

THE PNC FINANCIAL SERVICES GROUP, INC.

This Financial Review, including the Consolidated Financial Highlights, should be read together with our unaudited Consolidated Financial Statements and unaudited Statistical Information included elsewhere in this Quarterly Report on Form 10-Q (the Report or Form 10-Q) and with Items 6, 7, 8 and 9A of our 2017 Annual Report on Form 10-K (2017 Form 10-K). We have reclassified certain prior period amounts to conform with the current period presentation, which we believe is more meaningful to readers of our consolidated financial statements. For information regarding certain business, regulatory and legal risks, see the following: the Risk Management section of this Financial Review and of Item 7 in our 2017 Form 10-K; Item 1A Risk Factors included in our 2017 Form 10-K; and the Legal Proceedings and Commitments Notes of the Notes To Consolidated Financial Statements included in Item 1 of this Report and Item 8 of our 2017 Form 10-K. Also, see the Cautionary Statement Regarding Forward-Looking Information section in this Financial Review and the Critical Accounting Estimates And Judgments section in this Financial Review and in our 2017 Form 10-K for certain other factors that could cause actual results or future events to differ, perhaps materially, from historical performance and from those anticipated in the forward-looking statements included in this Report. See Note 14 Segment Reporting in the Notes To Consolidated Financial Statements included in this Report for a reconciliation of total business segment earnings to total PNC consolidated net income as reported on a generally accepted accounting principles (GAAP) basis. In this Report, "PNC", "we" or "us" refers to The PNC Financial Services Group, Inc. and its subsidiaries on a consolidated basis (except when referring to PNC as a public company, its common stock or other securities issued by PNC, which just refer to The PNC Financial Services Group, Inc.). References to The PNC Financial Services Group, Inc. or to any of its subsidiaries are specifically made where applicable.

Table 1: Consolidated Financial Highlights

Dollars in millions, except per share data Unaudited	Three months ended June 30		Six months ended June 30	
	2018	2017	2018	2017
Financial Results (a)				
Revenue				
Net interest income	\$ 2,413	\$ 2,258	\$ 4,774	\$ 4,418
Noninterest income	1,911	1,802	3,661	3,526
Total revenue	4,324	4,060	8,435	7,944
Provision for credit losses	80	98	172	186
Noninterest expense	2,584	2,479	5,111	4,881
Income before income taxes and noncontrolling interests	\$ 1,660	\$ 1,483	\$ 3,152	\$ 2,877
Net income	\$ 1,356	\$ 1,097	\$ 2,595	\$ 2,171
Less:				
Net income attributable to noncontrolling interests	10	10	20	27
Preferred stock dividends	55	55	118	118
Preferred stock discount accretion and redemptions	1	2	2	23
Net income attributable to common shareholders	1,290	1,030	\$ 2,455	\$ 2,003
Less:				
Dividends and undistributed earnings allocated to nonvested restricted shares	5	4	10	10
Impact of BlackRock earnings per share dilution	3	1	5	5
Net income attributable to diluted common shares	\$ 1,282	\$ 1,025	\$ 2,440	\$ 1,988
Diluted earnings per common share	\$ 2.72	\$ 2.10	\$ 5.15	\$ 4.05
Cash dividends declared per common share	\$.75	\$.55	\$ 1.50	\$ 1.10
Effective tax rate (b)	18.3%	26.0%	17.7%	24.5%
Performance Ratios				
Net interest margin (c)	2.96%	2.84%	2.94%	2.81%
Noninterest income to total revenue	44%	44%	43%	44%
Efficiency	60%	61%	61%	61%
Return on:				
Average common shareholders' equity	12.13%	9.88%	11.59%	9.69%
Average assets	1.45%	1.19%	1.39%	1.19%

(a) The Executive Summary and Consolidated Income Statement Review portions of this Financial Review section provide information regarding items impacting the comparability of the periods presented.

(b) The effective income tax rates are generally lower than the statutory rate due to the relationship of pretax income to tax credits and earnings that are not subject to tax. Amounts for the 2018 periods reflected the change in the statutory federal income tax rate from 35% to 21%, effective as of January 1, 2018, as a result of the new federal tax legislation.

(c) Calculated as annualized taxable-equivalent net interest income divided by average earning assets. To provide more meaningful comparisons of net interest margins, we use net interest income on a taxable-equivalent basis in calculating net interest margin by increasing the interest income earned on tax-exempt assets to make it fully equivalent to interest income earned on taxable investments. This adjustment is not permitted under GAAP in the Consolidated Income Statement. For additional information, see Reconciliation of Taxable-Equivalent Net Interest Income (Non-GAAP) in the Statistical Information (Unaudited) section in Item 1 of this Report.

Table 1: Consolidated Financial Highlights (Continued) (a)

Unaudited	June 30 2018	December 31 2017	June 30 2017
Balance Sheet Data (dollars in millions, except per share data)			
Assets	\$ 380,711	\$ 380,768	\$ 372,190
Loans	\$ 222,855	\$ 220,458	\$ 218,034
Allowance for loan and lease losses	\$ 2,581	\$ 2,611	\$ 2,561
Interest-earning deposits with banks (b)	\$ 21,972	\$ 28,595	\$ 22,482
Investment securities	\$ 80,125	\$ 76,131	\$ 76,431
Loans held for sale	\$ 1,325	\$ 2,655	\$ 2,030
Equity investments (c)	\$ 12,430	\$ 11,392	\$ 10,819
Mortgage servicing rights	\$ 2,045	\$ 1,832	\$ 1,867
Goodwill	\$ 9,218	\$ 9,173	\$ 9,163
Other assets	\$ 27,897	\$ 27,894	\$ 28,886
Noninterest-bearing deposits	\$ 79,047	\$ 79,864	\$ 79,550
Interest-bearing deposits	\$ 185,838	\$ 185,189	\$ 179,626
Total deposits	\$ 264,885	\$ 265,053	\$ 259,176
Borrowed funds	\$ 59,222	\$ 59,088	\$ 56,406
Total shareholders' equity	\$ 46,904	\$ 47,513	\$ 46,084
Common shareholders' equity	\$ 42,917	\$ 43,530	\$ 42,103
Accumulated other comprehensive income (loss)	\$ (940)	\$ (148)	\$ (98)
Book value per common share	\$ 92.26	\$ 91.94	\$ 87.78
Period-end common shares outstanding (in millions)	465	473	480
Loans to deposits	84 %	83 %	84 %
Client Assets (in billions)			
Discretionary client assets under management	\$ 149	\$ 151	\$ 141
Nondiscretionary client assets under administration	130	131	125
Total client assets under administration	279	282	266
Brokerage account client assets	49	49	46
Total client assets	\$ 328	\$ 331	\$ 312
Capital Ratios			
Basel III (d) (e) (f)			
Common equity Tier 1	9.5 %	N/A	N/A
Tier 1 risk-based	10.7 %	N/A	N/A
Total capital risk-based	12.6 %	N/A	N/A
Leverage	9.4 %	N/A	N/A
Supplementary leverage	7.8 %	N/A	N/A
Fully Phased-In Basel III (Non-GAAP) (f) (g)			
Common equity Tier 1	N/A	9.8 %	9.8 %
2017 Transitional Basel III (d) (f)			
Common equity Tier 1	N/A	10.4 %	10.3 %
Tier 1 risk-based	N/A	11.6 %	11.6 %
Total capital risk-based	N/A	13.7 %	13.7 %
Leverage	N/A	9.9 %	9.9 %
Common shareholders' equity to total assets	11.3 %	11.4 %	11.3 %
Asset Quality			
Nonperforming loans to total loans	.77 %	.85 %	.90 %
Nonperforming assets to total loans, OREO, foreclosed and other assets	.83 %	.92 %	.99 %
Nonperforming assets to total assets	.49 %	.53 %	.58 %
Net charge-offs to average loans (for the three months ended) (annualized)	.20 %	.22 %	.20 %
Allowance for loan and lease losses to total loans	1.16 %	1.18 %	1.17 %
Allowance for loan and lease losses to total nonperforming loans	150 %	140 %	131 %
Accruing loans past due 90 days or more (in millions)	\$ 586	\$ 737	\$ 674

(a) The Executive Summary and Consolidated Balance Sheet Review portions of this Financial Review provide information regarding items impacting the comparability of the periods presented.

(b) Amounts include balances held with the Federal Reserve Bank of Cleveland (Federal Reserve Bank) of \$21.6 billion, \$28.3 billion and \$22.1 billion as of June 30, 2018, December 31, 2017 and June 30, 2017, respectively.

(c) Amounts include our equity interest in BlackRock. On January 1, 2018, \$6 billion of trading and available for sale securities, primarily money market funds, were reclassified to Equity investments in accordance with the adoption of Accounting Standards Update (ASU) 2016-01. See the Recently Adopted Accounting Standards portion of Note 1 Accounting Policies in the Notes To Consolidated Financial Statements in our first quarter 2018 Quarterly Report on Form 10-Q (First Quarter 2018 Form 10-Q) for additional detail on this adoption.

(d) All ratios are calculated using the regulatory capital methodology applicable to PNC during each period presented and calculated based on the standardized approach.

(e) The 2018 Basel III ratios for Common equity Tier 1 capital, Tier 1 risk-based capital, Leverage and Supplementary leverage reflect the full phase-in of all Basel III adjustments to these metrics applicable to PNC. The 2018 Basel III Total risk-based capital ratio includes \$80 million of nonqualifying trust preferred capital securities that are subject to a phase-out period that runs through 2021.

(f) See Basel III Capital discussion in the Capital Management portion of the Risk Management section of this Financial Review and the capital discussion in the Banking Regulation and Supervision section of Item 1 Business and Item 1A Risk Factors in our 2017 Form 10-K. See also the Transitional Basel III and Fully Phased-In Basel III Common Equity Tier 1 Capital Ratios (Non-GAAP) – June 30, 2017 table in the Statistical Information (Unaudited) section of this Report for a reconciliation of the June 30, 2017 ratios.

(g) 2017 Fully Phased-in Basel III results are presented as Pro forma estimates.

EXECUTIVE SUMMARY

The PNC Financial Services Group, Inc. is one of the largest diversified financial services companies in the United States and is headquartered in Pittsburgh, Pennsylvania.

We have businesses engaged in retail banking, including residential mortgage, corporate and institutional banking and asset management, providing many of our products and services nationally. Our primary geographic markets are located in the Mid-Atlantic, Midwest and Southeast. We also provide certain products and services internationally.

Key Strategic Goals

At PNC we manage our company for the long term. We are focused on the fundamentals of growing customers, loans, deposits and revenue and improving profitability, while investing for the future and managing risk, expenses and capital. We continue to invest in our products, markets and brand, and embrace our commitments to our customers, shareholders, employees and the communities where we do business.

We strive to expand and deepen customer relationships by offering a broad range of deposit, credit and fee-based products and services. We are focused on delivering those products and services to our customers with the goal of addressing their financial objectives and putting customers' needs first. Our business model is built on customer loyalty and engagement, understanding our customers' financial goals and offering our diverse products and services to help them achieve financial well-being. Our approach is concentrated on organically growing and deepening client relationships across our businesses that meet our risk/return measures.

We are focused on our strategic priorities, which are designed to enhance value over the long term, and consist of:

- Expanding our leading banking franchise to new markets and digital platforms;
- Deepening customer relationships by delivering a superior banking experience and financial solutions; and
- Leveraging technology to innovate and enhance products, services, security and processes.

Our capital priorities are to support client growth and business investment, maintain appropriate capital in light of economic conditions and the Basel III framework and return excess capital to shareholders, in accordance with the currently effective capital plan included in our Comprehensive Capital Analysis and Review (CCAR) submission to the Board of Governors of the Federal Reserve System (Federal Reserve). For more detail, see the Capital Highlights portion of this Executive Summary and the Liquidity and Capital Management portion of the Risk Management section of this Financial Review and the Supervision and Regulation section in Item 1 Business of our 2017 Form 10-K.

Income Statement Highlights

Net income for the second quarter of 2018 increased 24% to \$1.4 billion, or \$2.72 per diluted common share, compared to \$1.1 billion, or \$2.10 per diluted common share, for the second quarter of 2017.

- Total revenue increased \$264 million, or 7%, to \$4.3 billion.
 - Net interest income increased \$155 million, or 7%, to \$2.4 billion.
 - Net interest margin increased to 2.96% compared to 2.84% for the second quarter of 2017.
 - Noninterest income increased \$109 million, or 6%, to \$1.9 billion.
- Provision for credit losses was \$80 million compared to \$98 million for the second quarter of 2017.
- Noninterest expense increased \$105 million, or 4%, to \$2.6 billion.
- Income tax expense decreased to \$304 million compared to \$386 million for the second quarter of 2017.
 - Federal tax reform legislation, the Tax Cuts and Jobs Act, lowered the statutory federal income tax rate for corporations to 21% from 35% effective January 1, 2018.

For additional detail, see the Consolidated Income Statement Review section in this Financial Review.

Balance Sheet Highlights

Our balance sheet was strong and well positioned at June 30, 2018 and December 31, 2017. In comparison to December 31, 2017:

- Total loans increased \$2.4 billion, or 1%, to \$222.9 billion.
 - Total commercial lending grew \$2.2 billion, or 1%.
 - Total consumer lending increased \$.2 billion.
- Total deposits declined \$.2 billion to \$264.9 billion.
- Investment securities increased \$4.0 billion, or 5%, to \$80.1 billion.
- Interest-earning deposits with banks decreased \$6.6 billion, or 23%, to \$22.0 billion.

For additional detail, see the Consolidated Balance Sheet Review section of this Financial Review.

Credit Quality Highlights

Overall credit quality remained strong.

- At June 30, 2018 compared to December 31, 2017:
 - Nonperforming assets decreased \$181 million, or 9%, to \$1.9 billion.
 - Overall loan delinquencies decreased \$159 million, or 10%.
- Net charge-offs were \$109 million in the second quarter of 2018 compared to \$110 million for the second quarter of 2017.

For additional detail, see the Credit Risk Management portion of the Risk Management section of this Financial Review.

Capital Highlights

We maintained a strong capital position and continued to return capital to shareholders.

- The Basel III common equity Tier 1 capital ratio, which includes the full phase-in of all Basel III adjustments and became effective for PNC as of January 1, 2018, was 9.5% at June 30, 2018, compared with 9.8% at December 31, 2017, calculated on the same basis.
- In the second quarter of 2018, we returned \$1.2 billion of capital to shareholders through repurchases of 5.7 million common shares for \$.8 billion and dividends on common shares of \$.4 billion.
- In June 2018, we announced share repurchase programs of up to \$2.0 billion for the four-quarter period beginning in the third quarter of 2018, including repurchases of up to \$.3 billion related to stock issuances under employee benefit plans.
- In July 2018, our board of directors raised the quarterly cash dividend on common stock to 95 cents per share, an increase of 20 cents per share, or 27%, effective with the August dividend.

See the Liquidity and Capital Management portion of the Risk Management section of this Financial Review for more detail on our 2018 liquidity and capital actions as well as our capital ratios.

Our ability to take certain capital actions, including plans to pay or increase common stock dividends or to repurchase shares under current or future programs, is subject to the results of the supervisory assessment of capital adequacy undertaken by the Federal Reserve as part of the CCAR process. For additional information, see the Supervision and Regulation section in Item 1 Business of our 2017 Form 10-K.

Business Outlook

Our forward-looking financial statements are based on our current view that U.S. economic growth will accelerate somewhat in 2018, in light of stimulus from corporate and personal income tax cuts passed in late 2017 that are expected to support business investment and consumer spending, respectively. We expect an increase in federal government spending will also support economic growth in 2018. Further gradual improvement in the labor market this year, including job gains and rising wages, is another positive for consumer spending. Other sources of growth for the U.S. economy in 2018 will be the global economic expansion and the housing market, although trade restrictions are a growing downside risk to the forecast. Although inflation slowed in 2017, it should pick up as the labor market continues to tighten. Short-term interest rates and bond yields are expected to rise throughout 2018; after the Federal Open Market Committee raised the federal funds rate in June, our baseline forecast is for one additional rate hike in September 2018, pushing the federal funds rate to a range of 2.00% to 2.25% by the end of the year. Longer-term rates are also expected to increase as the Federal Reserve slowly reduces the size of its balance sheet and the federal government borrows more. Long-term rates will rise more slowly than short-term rates, so we anticipate that the yield curve will flatten but not invert.

For the third quarter of 2018 compared to the second quarter of 2018, we expect:

- Modest loan growth;
- Net interest income to increase by low single digits, on a percentage basis;
- Fee income to increase by low single digits, on a percentage basis. Fee income consists of asset management, consumer services, corporate services, residential mortgage and service charges on deposits;
- Provision for credit losses to be between \$100 million and \$150 million; and
- Noninterest expense to be stable.

We expect the quarterly run rate for other noninterest income to be in the range of \$225 million to \$275 million, excluding net securities gains (losses) and Visa activity.

Our outlook for certain financial information for full year 2018 is compared to full year 2017 results as adjusted for the following fourth quarter 2017 tax legislation and significant items: \$26 million in lower net interest income from the impact of tax legislation on leveraged leases; a total of \$54 million of higher noninterest income, consisting of the flow through impact of tax legislation on our equity investment in BlackRock, Visa Class B derivative fair value adjustments, and the appreciation of BlackRock stock contributed to the PNC Foundation, partially offset by negative adjustments for residential mortgage servicing rights fair value assumption

updates; a total of \$502 million of higher noninterest expense, consisting of a contribution to the PNC Foundation, charges for real estate dispositions and exits, and employee cash payments and pension account credits; and a \$1.2 billion tax benefit recognized as a result of the federal tax legislation, primarily attributable to revaluation of net deferred tax liabilities and \$230 million from the tax effect of the aforementioned significant items. For additional information on these fourth quarter 2017 items, see the Income Statement Highlights portion of the Executive Summary section in Item 7 of our 2017 Form 10-K.

For full year 2018 compared to full year 2017 on an adjusted basis, we expect:

- Loan growth to be up mid-single digits, on a percentage basis;
- Revenue to increase on the upper end of mid-single digits, on a percentage basis;
- Noninterest expense to increase on the lower end of mid-single digits, on a percentage basis;
- and
- The effective tax rate to be approximately 17%.

See the Cautionary Statement Regarding Forward-Looking Information section in this Financial Review and Item 1A Risk Factors in our 2017 Form 10-K for other factors that could cause future events to differ, perhaps materially, from those anticipated in these forward-looking statements.

CONSOLIDATED INCOME STATEMENT REVIEW

Our Consolidated Income Statement is presented in Part I, Item 1 of this Report.

Net income for the second quarter of 2018 was \$1.4 billion, or \$2.72 per diluted common share, an increase of 24% compared to \$1.1 billion, or \$2.10 per diluted common share, for the second quarter of 2017. For the first six months of 2018, net income was \$2.6 billion, or \$5.15 per diluted common share, an increase of 20% compared to \$2.2 billion, or \$4.05 per diluted common share, for the first six months of 2017.

Net income increased in both comparisons driven by an increase in revenue from higher net interest income and noninterest income and a lower effective tax rate, partially offset by an increase in noninterest expense.

Net Interest Income

Table 2: Summarized Average Balances and Net Interest Income (a)

Three months ended June 30 Dollars in millions	2018			2017		
	Average Balances	Average Yields/ Rates	Interest Income/ Expense	Average Balances	Average Yields/ Rates	Interest Income/ Expense
Assets						
Interest-earning assets						
Investment securities	\$ 77,479	2.91%	\$ 564	\$ 75,352	2.71%	\$ 511
Loans	222,684	4.23%	2,367	216,373	3.82%	2,077
Interest-earning deposits with banks	21,017	1.78%	93	22,543	1.04%	58
Other	6,905	4.98%	87	9,748	3.38%	82
Total interest-earning assets/interest income	\$ 328,085	3.78%	3,111	\$ 324,016	3.35%	2,728
Liabilities						
Interest-bearing liabilities						
Interest-bearing deposits	\$ 184,357	.57%	261	\$ 179,012	.32%	143
Borrowed funds	58,966	2.74%	408	57,524	1.89%	273
Total interest-bearing liabilities/interest expense	\$ 243,323	1.10%	669	\$ 236,536	.70%	416
Net interest margin/income (Non-GAAP)		2.96%	2,442		2.84%	2,312
Taxable-equivalent adjustments			(29)			(54)
Net interest income (GAAP)			\$ 2,413			\$ 2,258

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Six months ended June 30 Dollars in millions	2018			2017		
	Average Balances	Average Yields/ Rates	Interest Income/ Expense	Average Balances	Average Yields/ Rates	Interest Income/ Expense
Assets						
Interest-earning assets						
Investment securities	\$ 76,075	2.85%	\$ 1,083	\$ 75,800	2.69%	\$ 1,019
Loans	221,899	4.16%	4,617	214,324	3.75%	4,018
Interest-earning deposits with banks	23,329	1.64%	191	23,363	.92%	107
Other	7,402	4.52%	167	9,076	3.46%	156
Total interest-earning assets/interest income	\$ 328,705	3.68%	6,058	\$ 322,563	3.29%	5,300
Liabilities						
Interest-bearing liabilities						
Interest-bearing deposits	\$ 183,900	.52%	474	\$ 177,947	.30%	263
Borrowed funds	59,300	2.52%	752	56,241	1.82%	513
Total interest-bearing liabilities/interest expense	\$ 243,200	1.01%	1,226	\$ 234,188	.66%	776
Net interest margin/income (Non-GAAP)		2.94%	4,832		2.81%	4,524
Taxable-equivalent adjustments			(58)			(106)
Net interest income (GAAP)			\$ 4,774			\$ 4,418

(a) Interest income calculated as taxable-equivalent interest income. To provide more meaningful comparisons of interest income and yields for all interest-earning assets, as well as net interest margins, we use interest income on a taxable-equivalent basis in calculating average yields and net interest margins by increasing the interest income earned on tax-exempt assets to make it fully equivalent to interest income earned on taxable investments. This adjustment is not permitted under GAAP on the Consolidated Income Statement. For more information, see Reconciliation of Taxable-Equivalent Net Interest Income (Non-GAAP) in the Statistical Information (Unaudited) section of this Report.

Changes in net interest income and margin result from the interaction of the volume and composition of interest-earning assets and related yields, interest-bearing liabilities and related rates paid, and noninterest-bearing sources of funding. See the Statistical Information (Unaudited) – Average Consolidated Balance Sheet And Net Interest Analysis section of this Report for additional information.

Net interest income increased by \$155 million, or 7%, and \$356 million, or 8%, for the second quarter and first six months of 2018, respectively, compared to the same periods in 2017. The increase in both comparisons was driven by higher loans and securities yields, as well as loan growth, partially offset by increases in borrowing and deposit costs. Net interest margin increased in both comparisons reflecting the impact of higher interest rates.

Average investment securities increased \$2.1 billion, or 3%, in the quarterly comparison and \$3 billion in the year-to-date comparison. Net purchase activity of U.S. Treasury and government agencies and agency residential mortgage-backed securities was offset by declines in commercial mortgage-backed, asset-backed and other securities.

These comparisons included the impact of the January 1, 2018 reclassification of \$6 billion of available for sale securities to equity investments in accordance with the adoption of ASU 2016-01. See the Recently Adopted Accounting Standards portion of Note 1 Accounting Policies in the Notes To Consolidated Financial Statements in our First Quarter 2018 Form 10-Q for additional detail on this adoption.

Average investment securities increased to 24% of average interest-earning assets for thesecond quarter of 2018 compared to 23% for the second quarter of 2017 and both year-to-date periods.

Average loans grew \$6.3 billion, or 3%, and \$7.6 billion, or 4%, in the quarterly and year-to-date comparisons, respectively. Loan growth was driven by increases in average commercial lending of \$5.5 billion and \$7.0 billion in the respective comparisons reflecting broad-based growth in the Corporate Banking, Business Credit and Equipment Finance businesses in our Corporate & Institutional Banking segment.

Average consumer lending increased \$.8 billion and \$.6 billion in the quarterly and year-to-date comparisons, respectively. Growth in residential real estate, automobile and credit card loans was mostly offset by declines in home equity and education loans. Lower home equity loans reflected paydowns and payoffs exceeding new originated volume. In addition, run-off in the non-strategic consumer loan portfolios of brokered home equity and government guaranteed education loans contributed to the declines. Average loans represented 68% of average interest-earning assets for the second quarter and first six months of 2018 compared to 67% and 66% for the same periods of 2017, respectively.

Average interest-bearing deposits grew \$5.3 billion, or 3%, and \$6.0 billion, or 3%, in the respective quarterly and year-to-date comparisons, reflecting overall deposit and customer growth. Average savings deposits increased \$9.0 billion and \$9.2 billion,

respectively, due in part to a shift to relationship-based savings products from money market deposits, which decreased \$6.0 billion and \$5.7 billion in the respective comparisons. Additionally, average interest-bearing demand deposits grew \$2.9 billion in both comparisons. Average interest-bearing deposits remained stable at 76% of average interest-bearing liabilities in both the quarterly and year-to-date comparisons.

Further details regarding average loans and deposits are included in the Business Segments Review section of this Financial Review.

Average borrowed funds increased \$1.4 billion, or 3%, and \$3.1 billion, or 5%, in the quarterly and year-to-date comparisons, respectively, primarily due to higher bank notes and senior debt, partially offset by a decline in subordinated debt. See the Consolidated Balance Sheet Review portion of this Financial Review for additional detail on the level and composition of borrowed funds.

Noninterest Income

Table 3: Noninterest Income

Dollars in millions	Three months ended June 30				Six months ended June 30			
	2018	2017	Change		2018	2017	Change	
			\$	%			\$	%
Noninterest income								
Asset management	\$ 456	\$ 398	\$ 58	15 %	\$ 911	\$ 801	\$ 110	14 %
Consumer services	381	360	21	6 %	738	692	46	7 %
Corporate services	487	466	21	5 %	916	880	36	4 %
Residential mortgage	84	104	(20)	(19)%	181	217	(36)	(17)%
Service charges on deposits	169	170	(1)	(1)%	336	331	5	2 %
Other	334	304	30	10 %	579	605	(26)	(4)%
Total noninterest income	\$ 1,911	\$ 1,802	\$ 109	6 %	\$ 3,661	\$ 3,526	\$ 135	4 %

Noninterest income as a percentage of total revenue was 44% for both the second quarters of 2018 and 2017. The comparable ratios for the year-to-date periods were 43% and 44%, respectively.

Growth in asset management revenue reflected higher earnings on our equity investment in BlackRock and stronger equity markets. PNC's discretionary client assets under management increased to \$149 billion at June 30, 2018 compared with \$141 billion at June 30, 2017.

Increases in consumer services revenue in the quarterly and year-to-date comparisons were primarily due to growth in debit and credit card fees totaling \$12 million and \$29 million, respectively, reflecting continued momentum in customer activity in both transaction trends and customer growth. Brokerage fees increased in both comparisons by \$10 million and \$20 million, respectively, as a result of growth in brokerage assets under management.

Higher corporate services revenue in both comparisons was primarily driven by growth in treasury management fees of \$19 million and \$34 million and merger and acquisition advisory fees of \$11 million and \$15 million, respectively. Additionally, the year-to-date comparison included a \$12 million increase in operating lease income related to the commercial and vendor finance business acquired in the second quarter of 2017 and an \$11 million lower benefit from commercial mortgage servicing rights valuation, net of economic hedge.

Residential mortgage revenue decreased due to loan sales revenue declines of \$16 million and \$28 million in the quarterly and year-to-date comparisons, as well as lower servicing revenue. The declines in loan sales revenue reflected increased competition in the marketplace and a shift in mix away from refinancing to purchases, which drove lower gain on sales margins.

Other noninterest income increased in the quarterly comparison reflecting a benefit from positive derivative fair value adjustments related to swap agreements with purchasers of Visa Class B common shares of \$27 million in the second quarter of 2018, primarily due to developments relevant to the litigation, partially offset by a \$16 million decline in net securities gains.

Other noninterest income decreased in the year-to-date comparison largely attributable to an \$81 million decline in revenue from equity investments, which included the impact of first quarter 2017 positive valuation adjustments related to the Volcker Rule provisions of the Dodd-Frank Act. This decline was partially offset by a net \$45 million benefit from derivative fair value adjustments related to Visa Class B common shares.

In the first quarter of 2018, and in connection with the commercial and vendor finance business we acquired in the second quarter of 2017, we reclassified operating lease income to corporate services noninterest income from other noninterest income on the

Consolidated Income Statement, including operating lease income of \$31 million and \$53 million for the three and six months ended June 30, 2017, respectively. Operating lease income was \$31 million and \$65 million for the three and six months ended June 30, 2018, respectively.

Provision For Credit Losses

The provision for credit losses decreased \$18 million to \$80 million in the second quarter of 2018 compared to the second quarter of 2017 and decreased \$14 million to \$172 million for the first six months of 2018 compared to the same period in 2017 reflecting a lower provision for commercial loans, partially offset by a higher provision for consumer loans.

The Credit Risk Management portion of the Risk Management section of this Financial Review includes additional information regarding factors impacting the provision for credit losses.

Noninterest Expense

Table 4: Noninterest Expense

Dollars in millions	Three months ended June 30				Six months ended June 30			
	2018	2017	Change		2018	2017	Change	
			\$	%			\$	%
Noninterest expense								
Personnel	\$ 1,356	\$ 1,276	\$ 80	6%	\$ 2,710	\$ 2,533	\$ 177	7 %
Occupancy	203	202	1	—	421	424	(3)	(1)%
Equipment	281	281	—	—	554	532	22	4 %
Marketing	75	67	8	12%	130	122	8	7 %
Other	669	653	16	2%	1,296	1,270	26	2 %
Total noninterest expense	\$ 2,584	\$ 2,479	\$ 105	4%	\$ 5,111	\$ 4,881	\$ 230	5 %

Noninterest expense increased in both comparisons attributable to our ongoing business investments, including technology and staffing. The increases were primarily in higher personnel expense and were related to new initiatives, our announced increase in the minimum hourly pay rate for eligible employees and enhanced employee benefits. In addition, the year-to-date comparison reflects operating expense related to the second quarter 2017 acquisition of a commercial and vendor finance business.

PNC continued to focus on disciplined expense management. As of June 30, 2018, we were on track to achieve our full-year 2018 goal of \$250 million in cost savings through our continuous improvement program, which we expect will fund a portion of our strategic investments.

Effective Income Tax Rate

The effective income tax rate was 18.3% in the second quarter of 2018 compared to 26.0% in the second quarter of 2017 and 17.7% in the first six months of 2018 compared to 24.5% in the same period of 2017. Both comparisons reflected the change in the statutory federal income tax rate from 35% to 21%, effective as of January 1, 2018, as a result of the new federal tax legislation.

CONSOLIDATED BALANCE SHEET REVIEW

Table 5: Summarized Balance Sheet Data

	June 30	December 31	Change	
Dollars in millions	2018	2017	\$	%
Assets				
Interest-earning deposits with banks	\$ 21,972	\$ 28,595	\$ (6,623)	(23)%
Loans held for sale	1,325	2,655	(1,330)	(50)%
Investment securities	80,125	76,131	3,994	5 %
Loans	222,855	220,458	2,397	1 %
Allowance for loan and lease losses	(2,581)	(2,611)	30	1 %
Mortgage servicing rights	2,045	1,832	213	12 %
Goodwill	9,218	9,173	45	—
Other, net	45,752	44,535	1,217	3 %
Total assets	\$ 380,711	\$ 380,768	\$ (57)	—
Liabilities				
Deposits	\$ 264,885	\$ 265,053	\$ (168)	—
Borrowed funds	59,222	59,088	134	—
Other	9,629	9,042	587	6 %
Total liabilities	333,736	333,183	553	—
Equity				
Total shareholders' equity	46,904	47,513	(609)	(1)%
Noncontrolling interests	71	72	(1)	(1)%
Total equity	46,975	47,585	(610)	(1)%
Total liabilities and equity	\$ 380,711	\$ 380,768	\$ (57)	—

The summarized balance sheet data in Table 5 is based upon our Consolidated Balance Sheet in Part 1, Item 1 of this Report.

Our balance sheet was strong and well positioned at both June 30, 2018 and December 31, 2017.

- Total assets were stable as higher investment securities and loan growth were funded by lower interest-earning deposits with banks;
- Total liabilities increased slightly;
- Total equity decreased slightly as share repurchases and lower accumulated other comprehensive income (AOCI) related to net unrealized securities losses were mostly offset by higher retained earnings driven by net income.

The following discussion provides additional information about the major components of our balance sheet. Information regarding our capital and regulatory compliance is included in the Liquidity and Capital Management portion of Risk Management in this Financial Review and in Note 18 Regulatory Matters in the Notes To Consolidated Financial Statements included in our 2017 Form 10-K.

Loans

Table 6: Loans

	June 30	December 31	Change	
Dollars in millions	2018	2017	\$	%
Commercial lending				
Commercial	\$ 113,367	\$ 110,527	\$ 2,840	3 %
Commercial real estate	28,946	28,978	(32)	—
Equipment lease financing	7,323	7,934	(611)	(8)%
Total commercial lending	149,636	147,439	2,197	1 %
Consumer lending				
Home equity	27,219	28,364	(1,145)	(4)%
Residential real estate	17,805	17,212	593	3 %
Credit card	5,830	5,699	131	2 %
Other consumer				
Automobile	13,892	12,880	1,012	8 %
Education	4,057	4,454	(397)	(9)%
Other	4,416	4,410	6	—
Total consumer lending	73,219	73,019	200	—
Total loans	\$ 222,855	\$ 220,458	\$ 2,397	1 %

Loan growth was driven by commercial lending as well as an increase in consumer lending balances.

Commercial loans increased primarily driven by growth from our Corporate Banking and Business Credit businesses within our Corporate & Institutional Banking segment. In Corporate Banking, commercial loans increased \$1.7 billion, or 3%, largely due to strong growth in asset-backed finance securitizations as well as middle market and large corporate lending. In Business Credit, higher utilization and new production resulted in an increase in commercial loans of \$1.0 billion, or 6%.

For commercial loans by industry and commercial real estate loans by geography, see Loan Portfolio Characteristics and Analysis in the Credit Risk Management portion of the Risk Management section in this Financial Review.

Consumer lending balances increased slightly as growth in automobile and residential real estate loans were mostly offset by lower home equity and education loans.

The growth in automobile loans was due in part to continued expansion in our Southeast markets. Residential real estate loans increased as a result of originations of nonconforming residential mortgage loans, both nationwide and within our branch network. Nonconforming residential mortgage loans are loans that do not meet government agency standards, such as a maximum loan amount, property type or credit requirements, among other factors. The growth in residential real estate loans was primarily due to nonconforming loans that exceeded agency conforming loan amount limits.

Home equity loans declined as paydowns and payoffs exceeded new originated volume. In addition, the declines in both home equity and education loans included the continued runoff in our non-strategic brokered home equity and government guaranteed education loan portfolios.

For information on home equity and residential real estate loans, including by geography, and automobile loans, see Loan Portfolio Characteristics and Analysis in the Credit Risk Management portion of the Risk Management section in this Financial Review.

See the Credit Risk Management portion of the Risk Management section of this Financial Review, Note 3 Asset Quality and Note 4 Allowance for Loan and Lease Losses in our Notes To Consolidated Financial Statements included in this Report, and Note 1 Accounting Policies in our 2017 Form 10-K for additional information regarding our loan portfolio.

Investment Securities

Table 7: Investment Securities

Dollars in millions	June 30, 2018		December 31, 2017		Ratings (a) as of June 30, 2018				
	Amortized Cost	Fair Value	Amortized Cost	Fair Value	AAA/AA	A	BBB	BB and Lower	No Rating
U.S. Treasury and government agencies	\$ 17,056	\$ 16,944	\$ 15,173	\$ 15,286	100%				
Agency residential mortgage-backed	44,337	43,321	40,037	39,847	100%				
Non-agency residential mortgage-backed	2,333	2,655	2,610	2,932	11%		4%	66%	19%
Agency commercial mortgage-backed	2,131	2,049	2,367	2,315	100%				
Non-agency commercial mortgage-backed (b)	3,101	3,080	3,141	3,161	84%	6%			10%
Asset-backed (c)	5,601	5,653	5,531	5,598	85%	3%	6%	6%	
Other debt (d)	5,939	6,026	6,279	6,459	74%	16%	7%		3%
Other (e)			587	585					
Total investment securities (f)	\$ 80,498	\$ 79,728	\$ 75,725	\$ 76,183	94%	2%	1%	2%	1%

(a) Ratings percentages allocated based on amortized cost.

(b) Collateralized primarily by retail properties, office buildings, lodging properties and multi-family housing.

(c) Collateralized primarily by corporate debt, government guaranteed education loans and other consumer credit products.

(d) Includes state and municipal securities.

(e) On January 1, 2018, \$6 billion of available for sale securities, primarily money market funds, were reclassified to equity investments in accordance with the adoption of ASU 2016-01. See the Recently Adopted Accounting Standards portion of Note 1 Accounting Policies in our First Quarter 2018 Form 10-Q for additional detail on this adoption.

(f) Includes available for sale and held to maturity securities, which are recorded on our balance sheet at fair value and amortized cost, respectively.

Investment securities increased \$4.0 billion to \$80.1 billion at June 30, 2018 compared to December 31, 2017, driven by net purchase activity of agency residential mortgage-backed securities of \$3.8 billion and U.S. Treasury and government agencies securities of \$1.7 billion. These increases were partially offset by the reclassification of \$6 billion of available for sale securities, primarily money market funds, to equity investments as part of the adoption of ASU 2016-01. See the Recently Adopted Accounting Standards portion of Note 1 Accounting Policies in our First Quarter 2018 Form 10-Q for additional detail on the adoption of this ASU.

The level and composition of the investment securities portfolio fluctuates over time based on many factors including market conditions, loan and deposit growth, and balance sheet management activities. We manage our investment securities portfolio to optimize returns, while providing a reliable source of liquidity for our banking and other activities, considering the Liquidity Coverage Ratio (LCR) and other internal and external guidelines and constraints.

Table 7 presents the distribution of our investment securities portfolio by credit rating. We have included credit ratings information because we believe that the information is an indicator of the degree of credit risk to which we are exposed, which could affect our risk-weighted assets and, therefore, our risk-based regulatory capital ratios under the regulatory capital rules. Changes in credit ratings classifications could indicate increased or decreased credit risk and could be accompanied by a reduction or increase in the fair value of our investment securities portfolio.

At least quarterly, we conduct a comprehensive security-level impairment assessment on all securities. If economic conditions, including home prices, were to deteriorate from current levels, and if market volatility and liquidity were to deteriorate from current levels, or if market interest rates were to increase or credit spreads were to widen appreciably, the valuation of our investment securities portfolio would likely be adversely affected and we could incur additional other than temporary impairment (OTTI) credit losses that would impact our Consolidated Income Statement.

The duration of investment securities was 3.6 years at June 30, 2018. We estimate that at June 30, 2018 the effective duration of investment securities was 3.7 years for an immediate 50 basis points parallel increase in interest rates and 3.5 years for an immediate 50 basis points parallel decrease in interest rates.

Based on expected prepayment speeds, the weighted-average expected maturity of the investment securities portfolio (excluding other) was 5.7 years at June 30, 2018 compared to 5.2 years at December 31, 2017.

Table 8: Weighted-Average Expected Maturities of Mortgage and Other Asset-Backed Debt Securities

June 30, 2018	Years
Agency residential mortgage-backed	6.7
Non-agency residential mortgage-backed	6.4
Agency commercial mortgage-backed	3.6
Non-agency commercial mortgage-backed	3.1
Asset-backed	2.3

Additional information regarding our investment securities is included in Note 5 Investment Securities and Note 6 Fair Value in the Notes To Consolidated Financial Statements included in this Report.

Funding Sources

Table 9: Details of Funding Sources

Dollars in millions	June 30	December 31	Change	
	2018	2017	\$	%
Deposits				
Noninterest-bearing	\$ 79,047	\$ 79,864	\$ (817)	(1)%
Interest-bearing				
Money market	54,771	59,735	(4,964)	(8)%
Demand	61,853	61,213	640	1%
Savings	51,974	46,980	4,994	11%
Time deposits	17,240	17,261	(21)	—
Total interest-bearing deposits	185,838	185,189	649	—
Total deposits	264,885	265,053	(168)	—
Borrowed funds				
Federal Home Loan Bank (FHLB) borrowings	22,036	21,037	999	5%
Bank notes and senior debt	27,596	28,062	(466)	(2)%
Subordinated debt	4,781	5,200	(419)	(8)%
Other	4,809	4,789	20	—
Total borrowed funds	59,222	59,088	134	—
Total funding sources	\$ 324,107	\$ 324,141	\$ (34)	—

Total deposits declined slightly in the comparison as growth in interest-bearing deposits was more than offset by a decrease in noninterest-bearing deposits.

Noninterest-bearing deposits decreased primarily due to seasonal declines in commercial deposits. Within interest-bearing deposits, savings deposits grew reflecting, in part, a shift from consumer money market to relationship-based savings products, as well as growth in commercial demand deposit balances.

Borrowed funds increased slightly in the comparison as issuances of FHLB borrowings were mostly offset by declines in bank notes and senior debt and subordinated debt. The level and composition of borrowed funds fluctuates over time based on many factors including market conditions, loan, investment securities and deposit growth, and capital considerations. We manage our borrowed funds to provide a reliable source of liquidity for our banking and other activities, considering LCR and other internal and external guidelines and constraints.

See the Liquidity and Capital Management portion of the Risk Management section of this Financial Review for additional information regarding our 2018 liquidity and capital activities.

Shareholders' Equity

Total shareholders' equity was \$46.9 billion at June 30, 2018, a decrease of \$.6 billion compared to December 31, 2017. The decrease resulted from common share repurchases of \$1.5 billion, lower AOCI related to net unrealized securities losses of \$.8 billion and common and preferred dividends of \$.8 billion, partially offset by net income of \$2.6 billion.

Common shares outstanding were 465 million and 473 million at June 30, 2018 and December 31, 2017, respectively, as repurchases of 10.5 million shares during the period were partially offset by share issuances from treasury stock related to warrants exercised and stock-based compensation activity.

BUSINESS SEGMENTS REVIEW

We have four reportable business segments:

- Retail Banking
- Corporate & Institutional Banking
- Asset Management Group
- BlackRock

Business segment results and a description of each business are included in Note 14 Segment Reporting included in the Notes To Consolidated Financial Statements in this Report. Certain amounts included in this Business Segments Review differ from those amounts shown in Note 14, primarily due to the presentation in this Financial Review of business net interest income on a taxable-equivalent basis.

Net interest income in business segment results reflects our internal funds transfer pricing methodology. Assets receive a funding charge and liabilities and capital receive a funding credit based on a transfer pricing methodology that incorporates product repricing characteristics, tenor and other factors.

Retail Banking
(Unaudited)
Table 10: Retail Banking Table

Six months ended June 30					
Dollars in millions, except as noted					
	2018	2017	Change		
			\$	%	
Income Statement					
Net interest income	\$ 2,495	\$ 2,260	\$ 235	10 %	
Noninterest income	1,313	1,248	65	5 %	
Total revenue	3,808	3,508	300	9 %	
Provision for credit losses	141	121	20	17 %	
Noninterest expense	2,845	2,685	160	6 %	
Pretax earnings	822	702	120	17 %	
Income taxes	196	259	(63)	(24)%	
Earnings	\$ 626	\$ 443	\$ 183	41 %	
Average Balance Sheet					
Loans held for sale	\$ 640	\$ 786	\$ (146)	(19)%	
Loans					
Consumer					
Home equity	\$ 24,391	\$ 25,506	\$ (1,115)	(4)%	
Automobile	13,375	12,185	1,190	10 %	
Education	4,294	5,021	(727)	(14)%	
Credit cards	5,674	5,129	545	11 %	
Other	1,768	1,757	11	1 %	
Total consumer	49,502	49,598	(96)	—	
Commercial and commercial real estate	10,493	10,965	(472)	(4)%	
Residential mortgage	13,570	11,804	1,766	15 %	
Total loans	\$ 73,565	\$ 72,367	\$ 1,198	2 %	
Total assets	\$ 88,879	\$ 88,559	\$ 320	—	
Deposits					
Noninterest-bearing demand	\$ 30,248	\$ 29,285	\$ 963	3 %	
Interest-bearing demand	42,373	41,059	1,314	3 %	
Money market	31,560	38,416	(6,856)	(18)%	
Savings	45,139	36,851	8,288	22 %	
Certificates of deposit	11,948	13,518	(1,570)	(12)%	
Total deposits	\$ 161,268	\$ 159,129	\$ 2,139	1 %	
Performance Ratios					
Return on average assets	1.42%	1.01%			
Noninterest income to total revenue	34%	36%			
Efficiency	75%	77%			

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Six months ended June 30

Dollars in millions, except as noted

Six months ended June 30			Change	
Dollars in millions, except as noted	2018	2017	\$	%
Supplemental Noninterest Income Information				
Consumer services	\$ 553	\$ 527	\$ 26	5 %
Brokerage	\$ 174	\$ 154	\$ 20	13 %
Residential mortgage	\$ 181	\$ 217	\$ (36)	(17)%
Service charges on deposits	\$ 324	\$ 317	\$ 7	2 %
Residential Mortgage Information				
<u>Residential mortgage servicing statistics (in billions, except as noted) (a)</u>				
Serviced portfolio balance (b)	\$ 124	\$ 131	\$ (7)	(5)%
Serviced portfolio acquisitions	\$ 4	\$ 16	\$ (12)	(75)%
MSR asset value (b)	\$ 1.3	\$ 1.2	\$.1	8 %
MSR capitalization value (in basis points) (b)	104	95	9	9 %
Servicing income: (in millions)				
Servicing fees, net (c)	\$ 90	\$ 96	\$ (6)	(6)%
Mortgage servicing rights valuation, net of economic hedge	\$ 22	\$ 23	\$ (1)	(4)%
<u>Residential mortgage loan statistics</u>				
Loan origination volume (in billions)	\$ 3.7	\$ 4.1	\$ (.4)	(10)%
Loan sale margin percentage	2.49%	2.84%		
Percentage of originations represented by:				
Purchase volume (d)	65%	53%		
Refinance volume	35%	47%		
Other Information (b)				
<u>Customer-related statistics (average)</u>				
Non-teller deposit transactions (e)	54%	52%		
Digital consumer customers (f)	65%	61%		
<u>Credit-related statistics</u>				
Nonperforming assets (g)	\$ 1,141	\$ 1,149	\$ (8)	(1)%
Net charge-offs	\$ 212	\$ 187	25	13 %
<u>Other statistics</u>				
ATMs	9,043	8,972	71	1 %
Branches (h)	2,404	2,481	(77)	(3)%
Brokerage account client assets (in billions) (i)	\$ 49	\$ 46	\$ 3	7 %

(a) Represents mortgage loan servicing balances for third parties and the related income.

(b) Presented as of June 30, except for customer-related statistics, which are averages for the six months ended, and net charge-offs, which are for the six months ended.

(c) Servicing fees net of impact of decrease in MSR value due to passage of time, including the impact from both regularly scheduled loan prepayments and loans that were paid down or paid off during the period.

(d) Mortgages with borrowers as part of residential real estate purchase transactions.

(e) Percentage of total consumer and business banking deposit transactions processed at an ATM or through our mobile banking application.

(f) Represents consumer checking relationships that process the majority of their transactions through non-teller channels.

(g) Includes nonperforming loans of \$1.1 billion at both June 30, 2018 and June 30, 2017.

(h) Excludes stand-alone mortgage offices and satellite offices (e.g., drive-ups, electronic branches and retirement centers) that provide limited products and/or services.

(i) Includes cash and money market balances.

Retail Banking earned \$626 million in the first six months of 2018 compared with \$443 million for the same period in 2017. The increase in earnings was driven by higher net interest income and noninterest income, partially offset by an increase in noninterest expense. Earnings in 2018 also benefited from the lower statutory federal income tax rate.

Net interest income increased primarily due to wider interest rate spreads on the value of deposits.

The increase in noninterest income reflected growth in brokerage, credit and debit card fees, higher service charges on deposits and positive derivative fair value adjustments related to swap agreements with purchasers of Visa Class B common shares. These increases were partially offset by lower residential mortgage noninterest income consisting of lower loan sales revenue, as well as lower servicing revenue. The decline in loan sales revenue reflected increased competition in the marketplace and a shift in mix away from refinancing to purchases, which drove lower gain on sales margins.

Higher noninterest expense primarily resulted from an increase in personnel expense, continued investments in technology, risk and compliance expense, and marketing activity.

Retail Banking continues to enhance the customer experience with refinements to product and service offerings that drive value for consumers and small businesses. We are focused on meeting the financial needs of our customers by providing a broad range of liquidity, banking and investment products.

The deposit strategy of Retail Banking is to remain disciplined on pricing and focused on growing and retaining relationship-based balances, executing on market-specific deposit growth strategies and providing a source of low-cost funding and liquidity to PNC. During the first six months of 2018, average total deposits increased compared to the same period a year ago, as both interest-bearing and noninterest-bearing demand deposits increased. Savings deposits grew, reflecting, in part, a shift from money market deposits to relationship-based savings products. Certificates of deposit declined due to the net runoff of maturing accounts.

Retail Banking average total loans increased in the first six months of 2018 compared with the same period in 2017.

- Average residential mortgages increased as a result of growth in nonconforming residential mortgage loans, both nationwide and within our branch network.
- Average automobile loans, which consisted of both direct and indirect auto loans, increased primarily due to strong new loan volumes, including in our Southeast markets.
- Average credit card balances increased as we continued to focus on our long-term objective of deepening penetration within our existing customer base.
- Average home equity loans decreased as paydowns and payoffs on loans exceeded new originated volume.
- Average commercial and commercial real estate loans declined as paydowns and payoffs on loans exceeded new volume.
- Average education loans decreased driven by a decline in the runoff portfolio of government guaranteed education loans.

Retail Banking continued to focus on its strategy of transforming the customer experience through transaction migration, branch network and home lending transformations and multi-channel engagement and service strategies.

- Approximately 65% of consumer customers used non-teller channels for the majority of their transactions in the first six months of 2018 compared with 61% in the first six months of 2017.
- Deposit transactions via ATM and mobile channels increased to 54% of total deposit transactions versus 52% in the comparison.
- Instant debit card issuance, which enables us to print a customer's debit card in minutes, was available in 92% of our branch network as of June 30, 2018.
- In the second half of 2018, Retail Banking plans to launch its national retail digital strategy in markets where it does not have existing branches, with an initial focus on certain markets where PNC's Corporate & Institutional Banking has expanded its middle market banking business.

Retail Banking continued to make progress on its multi-year initiative to redesign the home lending process by integrating mortgage and home equity lending into a common platform to enhance product capability and improve speed of delivery and convenience. We implemented a new mortgage origination system in 2017 and converted home equity loans to the new servicing platform in the first quarter of 2018. Both residential mortgage and home equity loans are now serviced on a single platform.

Corporate & Institutional Banking
(Unaudited)
Table 11: Corporate & Institutional Banking Table

Six months ended June 30					
Dollars in millions					
	2018	2017	Change		
			\$	%	
Income Statement					
Net interest income	\$ 1,782	\$ 1,729	\$ 53	3 %	
Noninterest income	1,182	1,112	70	6 %	
Total revenue	2,964	2,841	123	4 %	
Provision for credit losses	56	112	(56)	(50)%	
Noninterest expense	1,265	1,186	79	7 %	
Pretax earnings	1,643	1,543	100	6 %	
Income taxes	384	541	(157)	(29)%	
Earnings	\$ 1,259	\$ 1,002	\$ 257	26 %	
Average Balance Sheet					
Loans held for sale	\$ 890	\$ 915	\$ (25)	(3)%	
Loans					
Commercial	\$ 101,767	\$ 94,067	\$ 7,700	8 %	
Commercial real estate	26,723	27,334	(611)	(2)%	
Equipment lease financing	7,669	7,550	119	2 %	
Total commercial lending	136,159	128,951	7,208	6 %	
Consumer	58	304	(246)	(81)%	
Total loans	\$ 136,217	\$ 129,255	\$ 6,962	5 %	
Total assets	\$ 152,769	\$ 145,445	\$ 7,324	5 %	
Deposits					
Noninterest-bearing demand	\$ 45,136	\$ 46,872	\$ (1,736)	(4)%	
Money market	23,118	21,204	1,914	9 %	
Other	18,590	15,706	2,884	18 %	
Total deposits	\$ 86,844	\$ 83,782	\$ 3,062	4 %	
Performance Ratios					
Return on average assets	1.66%	1.39%			
Noninterest income to total revenue	40%	39%			
Efficiency	43%	42%			
Other Information					
Consolidated revenue from: (a)					
Treasury Management (b)	\$ 865	\$ 731	\$ 134	18 %	
Capital Markets (b)	\$ 541	\$ 515	\$ 26	5 %	
Commercial mortgage banking activities					
Commercial mortgage loans held for sale (c)	\$ 52	\$ 51	\$ 1	2 %	
Commercial mortgage loan servicing income (d)	115	113	2	2 %	
Commercial mortgage servicing rights valuation, net of economic hedge (e)	24	35	(11)	(31)%	
Total	\$ 191	\$ 199	\$ (8)	(4)%	
MSR asset value (f)	\$ 748	\$ 618	\$ 130	21 %	
Average Loans by C&IB business					
Corporate Banking	\$ 58,191	\$ 54,416	\$ 3,775	7 %	
Real Estate	37,336	37,730	(394)	(1)%	
Business Credit	17,078	15,244	1,834	12 %	
Equipment Finance	14,298	12,982	1,316	10 %	
Commercial Banking	7,065	7,057	8	—	
Other	2,249	1,826	423	23 %	
Total average loans	\$ 136,217	\$ 129,255	\$ 6,962	5 %	
Credit-related statistics					
Nonperforming assets (f) (g)	\$ 385	\$ 586	\$ (201)	(34)%	
Net charge-offs	\$ 7	\$ 42	\$ (35)	(83)%	

- (a) Represents consolidated amounts. See the additional revenue discussion regarding treasury management, capital markets-related products and services, and commercial mortgage banking activities in the Product Revenue section of this Corporate & Institutional Banking section.
- (b) Includes amounts reported in net interest income and noninterest income.
- (c) Includes other noninterest income for valuations on commercial mortgage loans held for sale and related commitments, derivative valuations, originations fees, gains on sale of loans held for sale and net interest income on loans held for sale.
- (d) Includes net interest income and noninterest income (primarily in corporate service fees) from loan servicing net of reduction in commercial mortgage servicing rights due to amortization expense and payoffs. Commercial mortgage servicing rights valuation, net of economic hedge is shown separately.
- (e) Amounts are reported in corporate service fees.
- (f) As of June 30.
- (g) Includes nonperforming loans of \$.3 billion at June 30, 2018 and \$.5 billion at June 30, 2017.

Corporate & Institutional Banking earned \$1.3 billion in the first six months of 2018 compared to \$1.0 billion for the same period in 2017. The increase was primarily due to the impact of the lower statutory federal income tax rate, higher revenue and a decrease in the provision for credit losses, partially offset by higher noninterest expense. We continue to focus on building client relationships where the risk-return profile is attractive.

Net interest income increased in the comparison, reflecting higher average loan and deposit balances, as well as wider interest rate spreads on the value of deposits, partially offset by narrower interest rate spreads on the value of loans.

Growth in noninterest income in the comparison was primarily driven by higher treasury management fees and capital markets-related revenue, including higher merger and acquisition advisory fees and revenue from customer-related derivative and foreign exchange services, partially offset by a lower benefit from commercial mortgage servicing rights valuation, net of economic hedge. Additionally, operating lease income increased, mainly due to the commercial and vendor finance business acquired in the second quarter of 2017.

Overall, credit quality remained strong, as nonperforming assets and net charge-offs declined in the comparison. The decrease in provision for credit losses in the comparison reflected lower specific loan reserves. Additionally, the prior year included an initial provision for the loan and lease portfolio obtained through the business acquired in the second quarter of 2017.

Noninterest expense increased in the comparison largely due to investments in strategic initiatives and variable costs associated with increased business activity.

Average loans increased in the comparison mostly due to strong growth in Corporate Banking, Business Credit and Equipment Finance businesses:

- Corporate Banking provides lending, treasury management and capital markets-related products and services to mid-sized and large corporations, and government and not-for-profit entities. Average loans for this business grew in the comparison reflecting increased lending to large and mid-sized corporate clients as well as strong production in asset backed financing.
- PNC Real Estate provides banking, financing and servicing solutions for commercial real estate clients across the country. Average loans for this business decreased primarily driven by project loan payoffs, partially offset by higher commercial mortgage originations.
- PNC Business Credit provides asset-based lending. The loan portfolio is relatively high yielding, with acceptable risk as the loans are mainly secured by short-term assets. Average loans for this business increased in the comparison as new originations and increased utilization were partially offset by payoffs.
- PNC Equipment Finance provides equipment financing solutions for clients throughout the U.S. and Canada. Average loans, including commercial loans and finance leases, and operating leases were \$15.3 billion in the first six months of 2018, an increase of \$1.5 billion in the year over year comparison due to strong new production and the impact of the acquired business.
- Commercial Banking provides lending, treasury management and capital markets-related products and services to smaller corporations and businesses. Average loans for this business were relatively unchanged.

The deposit strategy of Corporate & Institutional Banking is to remain disciplined on pricing and focused on growing and retaining relationship-based balances over time, executing on customer and segment-specific deposit growth strategies and continuing to provide funding and liquidity to PNC. Average total deposits increased in the comparison driven by growth in interest-bearing deposits reflecting, in part, a shift from noninterest-bearing deposits in the rising rate environment. We continue to monitor and balance the relationship between increases to rates paid and the overall profitability of our deposit balances.

Corporate & Institutional Banking is expanding its Corporate Banking business, focused on the middle market and larger sectors, into the Denver, Houston and Nashville markets in 2018. This follows offices opened in 2017 in Dallas, Kansas City and Minneapolis. These locations complement Corporate & Institutional Banking national businesses with a significant presence in these cities, and build on past successes in the markets where PNC's retail banking presence was limited, such as in the Southeast. We plan to offer our full suite of corporate and institutional products and services. We have also formalized plans to expand into the Boston and Phoenix markets in 2019.

Product Revenue

In addition to credit and deposit products for commercial customers, Corporate & Institutional Banking offers other services, including treasury management, capital markets-related products and services, and commercial mortgage banking activities, for customers of all business segments. On a consolidated basis, the revenue from these other services is included in net interest income, corporate service fees and other noninterest income. From a segment perspective, the majority of the revenue and expense related to these services is reflected in the Corporate & Institutional Banking segment results and the remainder is reflected in the results of other businesses. The Other Information section in Table 11 includes the consolidated revenue to PNC for these services. A discussion of the consolidated revenue from these services follows.

Treasury management revenue comprises fees from products and services and net interest income from customer deposit balances. Compared with the six months of 2017, treasury management revenue increased due to liquidity-related revenue associated with customer deposit balances, including interest rate spread expansion, and higher fee income.

Capital markets-related products and services include foreign exchange, derivatives, securities underwriting, loan syndications, mergers and acquisitions advisory and equity capital markets advisory related services. The increase in revenue in the comparison was broad based across most products and services and included higher merger and acquisition advisory, foreign exchange, derivative and securities underwriting fees, partially offset by lower revenue from credit valuations on customer-related derivative activities.

Commercial mortgage banking activities include revenue derived from commercial mortgage servicing (including net interest income and noninterest income) and revenue derived from commercial mortgage loans held for sale and related hedges. Total revenue from commercial mortgage banking activities decreased in the comparison due to a lower benefit from commercial mortgage servicing rights valuation, net of economic hedge.

Asset Management Group
(Unaudited)

Table 12: Asset Management Group Table

Six months ended June 30					
Dollars in millions, except as noted					
	2018	2017	Change		
			\$	%	
Income Statement					
Net interest income	\$ 146	\$ 144	\$ 2	1 %	
Noninterest income	448	435	13	3 %	
Total revenue	594	579	15	3 %	
Provision for credit losses (benefit)	—	(9)	9	*	
Noninterest expense	441	432	9	2 %	
Pretax earnings	153	156	(3)	(2)%	
Income taxes	36	57	(21)	(37)%	
Earnings	\$ 117	\$ 99	\$ 18	18 %	
Average Balance Sheet					
Loans					
Consumer	\$ 4,741	\$ 5,101	\$ (360)	(7)%	
Commercial and commercial real estate	738	719	19	3 %	
Residential mortgage	1,539	1,218	321	26 %	
Total loans	\$ 7,018	\$ 7,038	\$ (20)	—	
Total assets	\$ 7,484	\$ 7,517	\$ (33)	—	
Deposits					
Noninterest-bearing demand	\$ 1,462	\$ 1,519	\$ (57)	(4)%	
Interest-bearing demand	3,494	3,766	(272)	(7)%	
Money market	2,454	3,358	(904)	(27)%	
Savings	4,651	3,769	882	23 %	
Other	345	239	106	44 %	
Total deposits	\$ 12,406	\$ 12,651	\$ (245)	(2)%	
Performance Ratios					
Return on average assets	3.15%	2.66%			
Noninterest income to total revenue	75%	75%			
Efficiency	74%	75%			
Supplemental Noninterest Income Information					
Asset management fees	\$ 442	\$ 428	\$ 14	3 %	
Other Information					
Nonperforming assets (a) (b)	\$ 51	\$ 49	\$ 2	4 %	
Net charge-offs	\$ 7	\$ 2	\$ 5	250 %	
Client Assets Under Administration (in billions) (a) (c)					
Discretionary client assets under management	\$ 149	\$ 141	\$ 8	6 %	
Nondiscretionary client assets under administration	130	125	5	4 %	
Total	\$ 279	\$ 266	\$ 13	5 %	
Discretionary client assets under management					
Personal	\$ 92	\$ 89	\$ 3	3 %	
Institutional	57	52	5	10 %	
Total	\$ 149	\$ 141	\$ 8	6 %	

* - Not meaningful

(a) As of June 30.

(b) Includes nonperforming loans of \$50 million at June 30, 2018 and \$45 million at June 30, 2017.

(c) Excludes brokerage account client assets.

Asset Management Group earned \$117 million through the first six months of 2018 compared with earnings of \$99 million through the first six months of 2017. Higher earnings reflected the lower statutory federal income tax rate and higher revenue, partially offset by higher noninterest expense and the impact of a benefit from the provision for credit losses in the prior year period.

Higher revenue in the comparison was driven by growth in asset management fees, reflecting stronger average equity markets.

Noninterest expense increased in the comparison and was primarily attributable to increases in legal reserves and continued investments in technology.

The reduction in the benefit from the provision for credit losses in the comparison reflected higher reserves on home equity loans.

Asset Management Group's discretionary client assets under management increased in the comparison to the prior year, primarily attributable to higher equity markets as of June 30, 2018.

The Asset Management Group strives to be the leading relationship-based provider of investment, planning, banking and fiduciary services to wealthy individuals and institutions by proactively delivering value-added ideas and solutions and exceptional service.

Wealth Management and Hawthorn have nearly 100 offices operating in seven out of the ten most affluent states in the U.S. with a majority co-located with retail banking branches. The businesses provide customized investments, wealth planning, trust and estate administration and private banking solutions to affluent individuals and ultra-affluent families.

Institutional Asset Management provides advisory, custody, and retirement administration services to institutional clients such as corporations, unions, municipalities, non-profits, foundations, and endowments. The business also offers PNC proprietary mutual funds and investment strategies. Institutional Asset Management is strengthening its partnership with Corporate & Institutional Banking to drive growth and is focused on building retirement capabilities and expanding product solutions for all customers.

BlackRock

(Unaudited)

We hold an equity investment in BlackRock, a leading publicly-traded investment management firm. Information related to our equity investment in BlackRock follows:

Table 13: BlackRock Table

Six months ended June 30		
Dollars in millions	2018	2017
Business segment earnings (a)	\$392	\$289
PNC's economic interest in BlackRock (b)	22%	22%
(a) Includes our share of BlackRock's reported GAAP earnings net of income taxes on those earnings incurred by us.		
(b) At June 30.		
In billions	June 30 2018	December 31 2017
Carrying value of our investment in BlackRock (c)	\$7.9	\$7.7
Market value of our investment in BlackRock (d)	\$17.4	\$17.9
(c) We account for our investment in BlackRock under the equity method of accounting, exclusive of a related deferred tax liability of \$1.6 billion at both June 30, 2018 and December 31, 2017. Our voting interest in BlackRock common stock was approximately 21% at June 30, 2018.		
(d) Does not include liquidity discount.		

Earnings for our BlackRock segment increased compared with the first six months of 2017, and included the impact of the lower statutory federal income tax rate.

In addition to our investment in BlackRock reflected in Table 13, at June 30, 2018, we held 143,458 shares of BlackRock Series C Preferred Stock valued at \$57 million, which are available to fund our obligation in connection with certain BlackRock long-term incentive plan (LTIP) programs.

Our 2017 Form 10-K and our First Quarter 2018 Form 10-Q include additional information about our investment in BlackRock.

RISK MANAGEMENT

The Risk Management section included in Item 7 of our 2017 Form 10-K describes our enterprise risk management framework including risk culture, enterprise strategy, risk governance and framework, risk identification, risk assessment, risk controls and monitoring, and risk aggregation and reporting. Additionally, our 2017 Form 10-K provides an analysis of our key areas of risk, which include but are not limited to credit, liquidity and capital, market, operational and compliance. Our use of financial derivatives as part of our overall asset and liability risk management process is also addressed within the Risk Management section.

The following information updates our 2017 Form 10-K risk management disclosures.

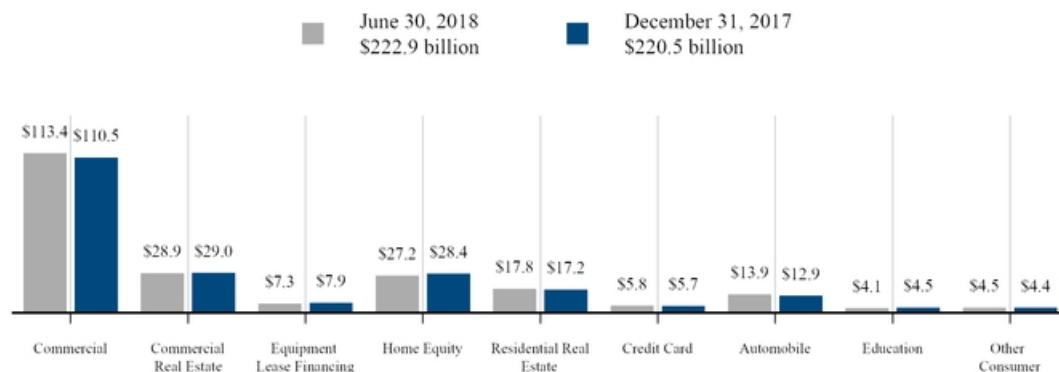
Credit Risk Management

See the Credit Risk Management portion of the Risk Management section in our 2017 Form 10-K for additional discussion regarding credit risk.

Loan Portfolio Characteristics and Analysis

Table 14: Details of Loans

In billions



We use several asset quality indicators, as further detailed in Note 3 Asset Quality, to monitor and measure our exposure to credit risk within our loan portfolio. The following provides additional information about our significant loan classes.

Commercial

Commercial loans comprised 51% and 50% of our total loan portfolio at June 30, 2018 and December 31, 2017, respectively. Most of our commercial loans are secured by collateral that provides a secondary source of repayment for the loan should the borrower experience cash generation difficulties. Examples of this collateral include short-term assets, such as accounts receivable, inventory and securities, and long-lived assets, such as equipment, real estate and other business assets.

We actively manage our commercial loans to assess any changes (both positive and negative) in the level of credit risk at both the borrower and portfolio level. To evaluate the level of credit risk, we assign an internal risk rating reflecting the borrower's probability of default (PD) and loss given default (LGD). This two-dimensional credit risk rating methodology provides granularity in the risk monitoring process and is updated on an ongoing basis through our credit risk management processes. In addition to continual monitoring of the level of credit risk, we also monitor concentrations of credit risk pertaining to both specific industries and geography that may exist in our portfolio. Our portfolio remains stable and well-diversified as shown in the following table which provides a breakout of our commercial loans by industry classification (classified based on the North American Industry Classification System (NAICS)).

Table 15: Commercial Loans by Industry

Dollars in millions	June 30, 2018		December 31, 2017	
	Amount	% of Total	Amount	% of Total
Commercial				
Manufacturing	\$ 21,667	19%	\$ 20,578	19%
Retail/wholesale trade	19,299	17	17,846	16
Service providers	14,343	13	15,100	14
Real estate related (a)	12,688	11	12,496	11
Health care	9,564	8	9,739	9
Financial services	9,241	8	8,532	8
Transportation and warehousing	5,531	5	5,609	5
Other industries	21,034	19	20,627	18
Total commercial loans	\$ 113,367	100%	\$ 110,527	100%

(a) Includes loans to customers in the real estate and construction industries.

Commercial Real Estate

Commercial real estate loans comprised \$14.9 billion of real estate project loans and \$14.0 billion related to commercial mortgages as of June 30, 2018. Comparable amounts were \$15.3 billion and \$13.7 billion, respectively, as of December 31, 2017. Commercial real estate loan growth remains challenged as market pricing and structure is, at times, outside of our risk tolerance, and payoffs and maturities continue at a steady pace.

We monitor credit risk associated with our commercial real estate projects and commercial mortgages similar to commercial loans by analyzing PD and LGD. Additionally, risks associated with types of credit activities tend to be correlated to the loan structure, collateral location, project progress and business environment. These attributes are also monitored and utilized in assessing credit risk. The portfolio is geographically diverse due to the nature of our business involving clients throughout the U.S. The following table presents our commercial real estate loans by geographic market.

Table 16: Commercial Real Estate Loans by Geography

Dollars in millions	June 30, 2018		December 31, 2017	
	Amount	% of Total	Amount	% of Total
Geography				
California	\$ 4,194	14%	\$ 4,192	14%
Florida	2,240	8	2,221	8
Maryland	2,128	7	2,104	7
Virginia	1,641	6	1,609	5
Texas	1,593	5	1,639	6
Illinois	1,405	5	1,325	5
Pennsylvania	1,339	5	1,394	5
New York	1,171	4	1,163	4
Ohio	1,104	4	1,134	4
New Jersey	936	3	964	3
All other states	11,195	39	11,233	39
Total commercial real estate loans	\$ 28,946	100%	\$ 28,978	100%

Home Equity

Home equity loans comprised \$16.1 billion of primarily variable-rate home equity lines of credit and \$11.1 billion of closed-end home equity installment loans at June 30, 2018. Comparable amounts were \$16.8 billion and \$11.6 billion, respectively, as of December 31, 2017.

We track borrower performance monthly, including obtaining original loan-to-value ratios (LTV), updated FICO scores at least quarterly, updated LTVs at least semi-annually, and other credit metrics at least quarterly, including the historical performance of any related mortgage loans regardless of lien position that we do or do not hold. This information is used for internal reporting and risk management. For internal reporting and risk management we also segment the population into pools based on product type (e.g., home equity loans, brokered home equity loans, home equity lines of credit, brokered home equity lines of credit). As part of our overall risk analysis and monitoring, we also segment the portfolio based upon the loan delinquency, nonperforming status, modification and bankruptcy status, FICO scores, LTV, lien position and geographic concentration.

The portfolio is primarily originated within our primary geographic markets, with only 5% of the portfolio in states outside of those markets at both June 30, 2018 and December 31, 2017. The credit quality of newly originated loans over the last twelve months was strong overall as evidenced by a weighted-average LTV on originations of 67% and a weighted-average FICO score of 775.

The credit performance of the majority of the home equity portfolio where we hold the first lien position is superior to the portion of the portfolio where we hold the second lien position, but do not hold the first lien. Lien position information is generally based upon original LTV at the time of origination. We use a third-party service provider to obtain updated loan, lien and collateral data that is aggregated from public and private sources.

The following table presents our home equity loans by geographic market and lien type.

Table 17: Home Equity Loans by Geography and by Lien Priority

Dollars in millions	June 30, 2018		December 31, 2017	
	Amount	% of Total	Amount	% of Total
Geography				
Pennsylvania	\$ 6,465	24%	\$ 6,792	24%
New Jersey	4,114	15	4,252	15
Ohio	3,244	12	3,413	12
Illinois	1,723	6	1,801	6
Maryland	1,526	6	1,572	6
Michigan	1,395	5	1,442	5
Florida	1,235	5	1,255	4
North Carolina	1,214	4	1,266	5
Kentucky	1,088	4	1,138	4
Indiana	879	3	924	3
All other states	4,336	16	4,509	16
Total home equity loans	\$ 27,219	100%	\$ 28,364	100%
Lien type				
1st lien		58%		58%
2nd lien		42		42
Total		100%		100%

Residential Real Estate

Residential real estate loans primarily consisted of residential mortgage loans at both June 30, 2018 and December 31, 2017.

We track borrower performance of this portfolio monthly similar to home equity loans. This information is used for internal reporting and risk management. For internal reporting and risk management we also segment the mortgage portfolio into pools based on product type (e.g., Federal Housing Administration (FHA), conforming, etc.). As part of our overall risk analysis and monitoring, we also segment the portfolio based upon loan delinquency, nonperforming status, modification and bankruptcy status, FICO scores, LTV and geographic concentrations. Loan performance is evaluated by source originators and loan servicers.

The credit quality of newly originated loans that we retained on our balance sheet over the last twelve months was strong overall as evidenced by a weighted-average LTV on originations of 71% and a weighted-average FICO score of 769.

The following table presents our residential real estate loans by geographic market.

Table 18: Residential Real Estate Loans by Geography

Dollars in millions	June 30, 2018		December 31, 2017	
	Amount	% of Total	Amount	% of Total
Geography				
California	\$ 4,110	23%	\$ 3,676	21%
New Jersey	1,568	9	1,503	9
Florida	1,544	9	1,529	9
Illinois	1,190	6	1,230	7
Pennsylvania	976	5	962	5
New York	894	5	847	5
Maryland	888	5	902	5
North Carolina	840	5	821	5
Virginia	826	5	824	5
Ohio	671	4	684	4
All other states	4,298	24	4,234	25
Total residential real estate loans	\$ 17,805	100%	\$ 17,212	100%

We originate residential mortgage loans nationwide through our national mortgage business as well as within our branch network. Residential mortgage loans underwritten to government agency standards, including conforming loan amount limits, are typically sold with servicing retained by us. We also originate nonconforming residential mortgage loans that do not meet government agency standards, which we retain on our balance sheet. Growth in residential mortgage loans in the first six months of 2018 was primarily due to nonconforming loans that exceeded agency conforming loan limits. The nonconforming residential mortgage portfolio had strong credit quality at June 30, 2018 with an average original LTV of 70% and an average original FICO score of 772. Our portfolio of nonconforming residential mortgage loans totaled \$11.5 billion at June 30, 2018, with 28% located in California.

Automobile

Within auto loans, \$12.4 billion resided in the indirect auto portfolio while \$1.5 billion were in the direct auto portfolio as of June 30, 2018. Comparable amounts as of December 31, 2017 were \$11.4 billion and \$1.4 billion, respectively, and also included \$.1 billion of securitized loans. The indirect auto portfolio relates to loan applications generated from franchised automobile dealers. This business is strategically aligned with our core retail business.

We continue to focus on borrowers with strong credit profiles as evidenced by a weighted-average loan origination FICO score over the last twelve months of 740 for indirect auto loans and 764 for direct auto loans. The weighted-average term of loan originations over the last twelve months was 73 months for indirect auto loans and 62 months for direct auto loans. We offer both new and used automobile financing to customers through our various channels. At June 30, 2018, the portfolio was composed of 53% new vehicle loans and 47% used vehicle loans. Comparable amounts at December 31, 2017 were 54% and 46%, respectively.

The auto loan portfolio's performance is measured monthly, including updated collateral values that are obtained monthly and updated FICO scores that are obtained at least quarterly. For internal reporting and risk management, we analyze the portfolio by product channel and product type and regularly evaluate default and delinquency experience. As part of our overall risk analysis and monitoring, we segment the portfolio by loan structure, collateral attributes and credit metrics which include FICO score, LTV and term.

Nonperforming Assets and Loan Delinquencies

Nonperforming Assets

Nonperforming assets include nonperforming loans and leases for which ultimate collectability of the full amount of contractual principal and interest is not probable and include nonperforming troubled debt restructurings (TDRs), other real estate owned (OREO), foreclosed and other assets. Loans held for sale, certain government insured or guaranteed loans, purchased impaired loans and loans accounted for under the fair value option are excluded from nonperforming loans. Additional information regarding our nonperforming loans and nonaccrual policies is included in Note 1 Accounting Policies in the Notes To Consolidated Financial Statements in our 2017 Form 10-K. A summary of the major categories of nonperforming assets are presented in Table 19. See Note 3 Asset Quality in the Notes To Consolidated Financial Statements in this Report for further detail of nonperforming asset categories.

Table 19: Nonperforming Assets by Type

Dollars in millions	June 30, 2018	December 31, 2017	Change	
			\$	%
Nonperforming loans				
Commercial lending	\$ 414	\$ 554	\$ (140)	(25)%
Consumer lending (a)	1,305	1,311	(6)	—
Total nonperforming loans	1,719	1,865	(146)	(8)%
OREO, foreclosed and other assets	135	170	(35)	(21)%
Total nonperforming assets	\$ 1,854	\$ 2,035	\$ (181)	(9)%
Amount of TDRs included in nonperforming loans	\$ 863	\$ 964	\$ (101)	(10)%
Percentage of total nonperforming loans	50 %	52 %		
Nonperforming loans to total loans	.77 %	.85 %		
Nonperforming assets to total loans, OREO, foreclosed and other assets	.83 %	.92 %		
Nonperforming assets to total assets	.49 %	.53 %		
Allowance for loan and lease losses to total nonperforming loans	150 %	140 %		

(a) Excludes most consumer loans and lines of credit not secured by residential real estate, which are charged off after 120 to 180 days past due and are not placed on nonperforming status.

Table 20: Change in Nonperforming Assets

In millions	2018	2017
January 1	\$ 2,035	\$ 2,374
New nonperforming assets	525	766
Charge-offs and valuation adjustments	(282)	(302)
Principal activity, including paydowns and payoffs	(280)	(389)
Asset sales and transfers to loans held for sale	(63)	(100)
Returned to performing status	(81)	(196)
June 30	\$ 1,854	\$ 2,153

As of June 30, 2018, approximately 88% of total nonperforming loans were secured by collateral which lessened reserve requirements and is expected to reduce credit losses in the event of default. As of June 30, 2018, commercial lending nonperforming loans were carried at approximately 66% of their unpaid principal balance, due to charge-offs recorded to date, before consideration of the Allowance for loan and lease losses (ALLL).

Within consumer nonperforming loans, residential real estate TDRs comprise 75% of total residential real estate nonperforming loans at both June 30, 2018 and December 31, 2017. Home equity TDRs comprise 48% of home equity nonperforming loans at June 30, 2018, down from 50% at December 31, 2017. TDRs generally remain in nonperforming status until a borrower has made at least six consecutive months of both principal and interest payments under the modified terms or ultimate resolution occurs. Loans where borrowers have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligations to us and loans to borrowers not currently obligated to make both principal and interest payments under the restructured terms are not returned to accrual status.

At June 30, 2018, our largest nonperforming asset was \$38 million in the Wholesale Trade industry and the ten largest individual nonperforming assets represented 11% of total nonperforming assets.

Loan Delinquencies

We regularly monitor the level of loan delinquencies and believe these levels may be a key indicator of loan portfolio asset quality. Measurement of delinquency status is based on the contractual terms of each loan. Loans that are 30 days or more past due in terms of payment are considered delinquent. Loan delinquencies exclude loans held for sale and purchased impaired loans, but include government insured or guaranteed loans and loans accounted for under the fair value option.

Table 21: Accruing Loans Past Due (a)

	Amount				Percentage of Total Loans Outstanding	
	June 30 2018	December 31 2017	Change		June 30 2018	December 31 2017
Dollars in millions			\$	%		
Early stage loan delinquencies						
Accruing loans past due 30 to 59 days	\$ 519	\$ 545	\$ (26)	(5)%	.23%	.25%
Accruing loans past due 60 to 89 days	256	238	18	8%	.11%	.11%
Total	775	783	(8)	(1)%	.35%	.36%
Late stage loan delinquencies						
Accruing loans past due 90 days or more	586	737	(151)	(20)%	.26%	.33%
Total	\$ 1,361	\$ 1,520	\$ (159)	(10)%	.61%	.69%

(a) Past due loan amounts include government insured or guaranteed loans of \$.7 billion at June 30, 2018 and \$.9 billion at December 31, 2017.

Accruing loans past due 90 days or more decreased at June 30, 2018 compared to December 31, 2017 primarily driven by a decline in government insured residential real estate and government insured education loans within other consumer loans. Accruing loans past due 90 days or more are not included in nonperforming loans and continue to accrue interest because they are well secured by collateral and are in the process of collection, or are managed in homogeneous portfolios with specified charge-off timeframes adhering to regulatory guidelines, or are certain government insured or guaranteed loans.

Loan Modifications and Troubled Debt Restructurings

Consumer Loan Modifications

We modify loans under government and PNC-developed programs based upon our commitment to help eligible homeowners and borrowers avoid foreclosure, where appropriate. Initially, a borrower is evaluated for a modification under a government program. If a borrower does not qualify under a government program, the borrower is then evaluated under a PNC program. Our programs utilize both temporary and permanent modifications and typically reduce the interest rate, extend the term and/or defer principal. Loans that are either temporarily or permanently modified under programs involving a change to loan terms are generally classified as TDRs. Further, loans that have certain types of payment plans and trial payment arrangements which do not include a contractual change to loan terms may be classified as TDRs.

A temporary modification, with a term up to 24 months, involves a change in original loan terms for a period of time and reverts to a calculated exit rate for the remaining term of the loan as of a specific date. A permanent modification, with a term greater than 24 months, is a modification in which the terms of the original loan are changed. Permanent modification programs generally result in principal forgiveness, interest rate reduction, term extension, capitalization of past due amounts, interest-only period or deferral of principal.

We also monitor the success rates and delinquency status of our loan modification programs to assess their effectiveness in serving our borrowers' and servicing customers' needs while mitigating credit losses. Table 22 provides the number of accounts and unpaid principal balance of modified consumer real estate related loans as of each date presented.

Table 22: Consumer Real Estate Related Loan Modifications

	June 30, 2018		December 31, 2017	
	Number of Accounts	Unpaid Principal Balance	Number of Accounts	Unpaid Principal Balance
Dollars in millions				
Temporary modifications	2,783	\$ 192	3,033	\$ 217
Permanent modifications	22,255	2,453	23,270	2,581
Total consumer real estate related loan modifications	25,038	\$ 2,645	26,303	\$ 2,798

Commercial Loan Modifications

Modifications of terms for commercial loans are based on individual facts and circumstances. Commercial loan modifications may involve reduction of the interest rate, extension of the loan term and/or forgiveness of principal. Modified commercial loans are usually already nonperforming prior to modification. We evaluate these modifications for TDR classification based upon whether we granted a concession to a borrower experiencing financial difficulties.

Troubled Debt Restructurings

A TDR is a loan whose terms have been restructured in a manner that grants a concession to a borrower experiencing financial difficulties. TDRs result from our loss mitigation activities and include rate reductions, principal forgiveness, postponement/reduction of scheduled amortization and extensions, which are intended to minimize economic loss and to avoid foreclosure or repossession of collateral. Additionally, TDRs also result from court imposed concessions (e.g., a Chapter 7 bankruptcy where the debtor is discharged from personal liability to us and a court approved Chapter 13 bankruptcy repayment plan).

Table 23: Summary of Troubled Debt Restructurings (a)

Dollars in millions	June 30		December 31		Change	
	2018		2017		\$	%
Total commercial lending	\$	324	\$	409	\$ (85)	(21)%
Total consumer lending		1,544		1,652	(108)	(7)%
Total TDRs	\$	1,868	\$	2,061	\$ (193)	(9)%
Nonperforming	\$	863	\$	964	\$ (101)	(10)%
Accruing (b)		1,005		1,097	(92)	(8)%
Total TDRs	\$	1,868	\$	2,061	\$ (193)	(9)%

(a) Amounts in table represent recorded investment, which includes the unpaid principal balance plus net accounting adjustments, less any charge-offs. Recorded investment does not include any associated valuation allowance.

(b) Accruing loans include consumer credit card loans and loans that have demonstrated a period of at least six months of performance under the restructured terms and are excluded from nonperforming loans.

Excluded from TDRs are \$1.1 billion and \$1.2 billion of consumer loans held for sale, loans accounted for under the fair value option and pooled purchased impaired loans, as well as certain government insured or guaranteed loans at June 30, 2018 and December 31, 2017, respectively. Nonperforming TDRs represented approximately 50% and 52% of total nonperforming loans at June 30, 2018 and December 31, 2017, respectively, and 46% and 47% of total TDRs at June 30, 2018 and December 31, 2017, respectively. The remaining portion of TDRs represents TDRs that have been returned to accrual accounting after performing under the restructured terms for at least six consecutive months.

Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit

We maintain an ALLL to absorb losses from the loan and lease portfolio and determine this allowance based on quarterly assessments of the estimated probable credit losses incurred in the loan and lease portfolio. Our total ALLL of \$2.6 billion at June 30, 2018 consisted of \$1.6 billion and \$1.0 billion established for the commercial lending and consumer lending categories, respectively. We maintain the ALLL at a level that we believe to be appropriate to absorb estimated probable credit losses incurred in the loan and lease portfolio as of the balance sheet date. The reserve calculation and determination process is dependent on the use of key assumptions. Key reserve assumptions and estimation processes react to and are influenced by observed changes in loan and lease portfolio performance experience, the financial strength of the borrower, and economic conditions. Key reserve assumptions and estimation processes are periodically updated.

Allowances are established for non-impaired commercial loan classes based primarily on PD and LGD.

Our commercial pool reserve methodology is sensitive to changes in key risk parameters such as PD and LGD. The results of these parameters are then applied to the loan balance and unfunded loan commitments and letters of credit to determine the amount of the respective reserves. The majority of the commercial portfolio is secured by collateral, including loans to asset-based lending customers, which generally demonstrate lower LGD compared to loans not secured by collateral. Our PDs and LGDs are primarily determined using internal commercial loan loss data. This internal data is supplemented with third-party data and management judgment, as deemed necessary. We continue to evaluate and enhance our use of internal commercial loss data and will periodically update our PDs and LGDs as well as consider third-party data, regulatory guidance and management judgment.

Allowances for non-impaired consumer loan classes are primarily based upon transition matrices, including using a roll-rate model. The roll-rate model uses statistical relationships, calculated from historical data that estimate the movement of loan outstandings through the various stages of delinquency and ultimately charge-off.

We establish specific allowances for loans considered impaired using methods prescribed by GAAP. All impaired loans are subject to individual analysis, except leases and large groups of smaller-balance homogeneous loans which may include, but are not limited to, credit card, residential real estate secured and consumer installment loans. Specific allowances for individual loans (including commercial and consumer TDRs) are determined based on an analysis of the present value of expected future cash flows from the loans discounted at their effective interest rate, observable market price or the fair value of the underlying collateral.

A portion of the ALLL is related to qualitative measurement factors. These factors may include, but are not limited to, the following:

- Industry concentrations and conditions,
- Recent credit quality trends,
- Recent loss experience in particular portfolios,
- Recent macro-economic factors,
- Model imprecision,
- Changes in lending policies and procedures,
- Timing of available information, including the performance of first lien positions, and
- Limitations of available historical data.

Purchased impaired loans are initially recorded at fair value and applicable accounting guidance prohibits the carryover or creation of valuation allowances at acquisition. Because the initial fair values of these loans already reflect a credit component, additional reserves are established when performance is expected to be worse than our expectations as of the acquisition date. At June 30, 2018, we had established reserves of \$.3 billion for purchased impaired loans. In addition, loans (purchased impaired and non-impaired) acquired after January 1, 2009 were recorded at fair value. No allowance for loan losses was carried over and no allowance was created at the date of acquisition.

In addition to the ALLL, we maintain an allowance for unfunded loan commitments and letters of credit. We report this allowance as a liability on our Consolidated Balance Sheet. We maintain the allowance for unfunded loan commitments and letters of credit at a level we believe is appropriate to absorb estimated probable losses on these unfunded credit facilities. We determine this amount using estimates of the probability of the ultimate funding and losses related to those credit exposures. Other than the estimation of the probability of funding, this methodology is very similar to the one we use for determining our ALLL.

See Note 1 Accounting Policies in our 2017 Form 10-K and Note 3 Asset Quality in the Notes To Consolidated Financial Statements in this Report for further information on certain key asset quality indicators that we use to evaluate our portfolios and establish the allowances.

Table 24: Allowance for Loan and Lease Losses

Dollars in millions	2018	2017
January 1	\$ 2,611	\$ 2,589
Total net charge-offs	(222)	(228)
Provision for credit losses	172	186
Net decrease / (increase) in allowance for unfunded loan commitments and letters of credit	8	(3)
Other	12	17
June 30	\$ 2,581	\$ 2,561
Net charge-offs to average loans (for the six months ended) (annualized)	.20%	.21%
Total allowance for loan and lease losses to total loans	1.16%	1.17%
Commercial lending net charge-offs	\$ (13)	\$ (45)
Consumer lending net charge-offs	(209)	(183)
Total net charge-offs	\$ (222)	\$ (228)
Net charge-offs to average loans (for the six months ended) (annualized)		
Commercial lending	.02%	.06%
Consumer lending	.58%	.51%

At June 30, 2018, total ALLL to total nonperforming loans was 150%. The comparable amount for December 31, 2017 was 140%. These ratios are 109% and 102% when excluding the \$.7 billion of ALLL at both June 30, 2018 and December 31, 2017 allocated to consumer loans and lines of credit not secured by residential real estate and purchased impaired loans. We have excluded these amounts from ALLL in these ratios as these asset classes are not included in nonperforming loans. See Table 19 within this Credit Risk Management section for additional information.

The ALLL balance increases or decreases across periods in relation to fluctuating risk factors, including asset quality trends, net charge-offs and changes in aggregate portfolio balances. During the first six months of 2018, overall credit quality remained strong, which resulted in an essentially flat ALLL balance as of June 30, 2018 compared to December 31, 2017.

The following table summarizes our loan charge-offs and recoveries.

Table 25: Loan Charge-Offs and Recoveries

Six months ended June 30

Dollars in millions	Gross Charge-offs	Recoveries	Net Charge-offs / (Recoveries)	Percent of Average Loans (Annualized)
2018				
Commercial	\$ 52	\$ 32	\$ 20	.04 %
Commercial real estate	8	14	(6)	(.04)%
Equipment lease financing	4	5	(1)	(.03)%
Home equity	61	44	17	.12 %
Residential real estate	6	10	(4)	(.05)%
Credit card	109	12	97	3.44 %
Other consumer				
Automobile	77	35	42	.63 %
Education	17	4	13	.61 %
Other	52	8	44	2.02 %
Total	\$ 386	\$ 164	\$ 222	.20 %
2017				
Commercial	\$ 101	\$ 44	\$ 57	.11 %
Commercial real estate	3	15	(12)	(.08)%
Equipment lease financing	2	2		
Home equity	72	43	29	.20 %
Residential real estate	4	8	(4)	(.05)%
Credit card	92	11	81	3.18 %
Other consumer				
Automobile	58	28	30	.49 %
Education	16	4	12	.48 %
Other	44	9	35	1.58 %
Total	\$ 392	\$ 164	\$ 228	.21 %

See Note 1 Accounting Policies in our 2017 Form 10-K and Note 4 Allowance for Loan and Lease Losses in the Notes To Consolidated Financial Statements in this Report for additional information on the ALLL.

Liquidity and Capital Management

Liquidity risk, including our liquidity monitoring measures and tools, is described in further detail in the Liquidity and Capital Management section of our 2017 Form 10-K.

One of the ways we monitor our liquidity is by reference to the Liquidity Coverage Ratio (LCR), a regulatory minimum liquidity requirement designed to ensure that covered banking organizations maintain an adequate level of liquidity to meet net liquidity needs over the course of a hypothetical 30-day stress scenario. The LCR is calculated by dividing the amount of an institution's high quality, unencumbered liquid assets (HQLA), as defined and calculated in accordance with the LCR rules, by its estimated net cash outflows, with net cash outflows determined by applying the assumed outflow factors in the LCR rules. The resulting quotient is expressed as a percentage. The minimum LCR that PNC and PNC Bank are required to maintain is 100% in 2018. PNC and PNC Bank calculate the LCR daily, and as of June 30, 2018, the LCR for PNC and PNC Bank exceeded the requirement of 100%.

We provide additional information regarding regulatory liquidity requirements and their potential impact on us in the Supervision and Regulation section of Item 1 Business and Item 1A Risk Factors of our 2017 Form 10-K.

Sources of Liquidity

Our largest source of liquidity on a consolidated basis is the customer deposit base generated by our banking businesses. These deposits provide relatively stable and low-cost funding. Total deposits decreased slightly to \$264.9 billion at June 30, 2018 from \$265.1 billion at December 31, 2017 as growth in interest-bearing deposits was more than offset by a decrease in noninterest-bearing deposits. See the Funding Sources portion of the Consolidated Balance Sheet Review section of this Financial Review for additional information related to our deposits. Additionally, certain assets determined by us to be liquid as well as unused borrowing capacity from a number of sources are also available to manage our liquidity position.

At June 30, 2018, our liquid assets consisted of short-term investments (Federal funds sold, resale agreements, trading securities and interest-earning deposits with banks) totaling \$26.1 billion and securities available for sale totaling \$60.3 billion. The level of liquid assets fluctuates over time based on many factors, including market conditions, loan and deposit growth and balance sheet management activities. Our liquid assets included \$3.2 billion of securities available for sale and trading securities pledged as collateral to secure public and trust deposits, repurchase agreements and for other purposes. In addition, \$4.8 billion of securities held to maturity were also pledged as collateral for these purposes.

We also obtain liquidity through various forms of funding, including long-term debt (senior notes, subordinated debt and FHLB borrowings) and short-term borrowings (securities sold under repurchase agreements, commercial paper and other short-term borrowings). See Note 10 Borrowed Funds in our 2017 Form 10-K and the Funding Sources section of the Consolidated Balance Sheet Review for additional information related to our borrowings.

Total senior and subordinated debt, on a consolidated basis, decreased due to the following activity:

Table 26: Senior and Subordinated Debt

In billions	2018
January 1	\$ 33.3
Issuances	2.7
Calls and maturities	(3.2)
Other	(.4)
June 30	\$ 32.4

Bank Liquidity

Under PNC Bank's 2014 bank note program, as amended, PNC Bank may from time to time offer up to \$40.0 billion aggregate principal amount outstanding at any one time of its unsecured senior and subordinated notes with maturity dates more than nine months (in the case of senior notes) and five years or more (in the case of subordinated notes) from their date of issue. At June 30, 2018, PNC Bank had \$26.2 billion of notes outstanding under this program of which \$23.0 billion were senior bank notes and \$3.2 billion were subordinated bank notes.

The following table details issuances for the three months ended June 30, 2018.

Table 27: PNC Bank Notes Issued

Issuance Date	Amount	Description of Issuance
June 8, 2018	\$750 million	Senior notes with a maturity date of June 8, 2023. Interest is payable semi-annually at a fixed rate of 3.50% per annum on June 8 and December 8 of each year, beginning December 8, 2018.

See Note 16 Subsequent Events for information on the July 2018 issuance of \$750 million of subordinated notes by PNC Bank.

PNC Bank maintains additional secured borrowing capacity with the FHLB-Pittsburgh and through the Federal Reserve Bank discount window. The Federal Reserve Bank, however, is not viewed as a primary means of funding our routine business activities, but rather as a potential source of liquidity in a stressed environment or during a market disruption. At June 30, 2018, our unused secured borrowing capacity at the FHLB-Pittsburgh and the Federal Reserve Bank totaled \$1.2 billion.

PNC Bank has the ability to offer up to \$10.0 billion of its commercial paper to provide additional liquidity. As of June 30, 2018, there were no issuances outstanding under this program.

Parent Company Liquidity

In addition to managing liquidity risk at the bank level, we monitor the parent company's liquidity. The parent company's contractual obligations consist primarily of debt service related to parent company borrowings and funding non-bank affiliates. Additionally, the parent company maintains adequate liquidity to fund discretionary activities such as paying dividends to our shareholders, share repurchases and acquisitions.

As of June 30, 2018, available parent company liquidity totaled \$5.5 billion. Parent company liquidity is primarily held in intercompany short-term investments, the terms of which provide for the availability of cash in 31 days or less. Investments with longer durations may also be acquired, but if so, the related maturities are aligned with scheduled cash needs, such as the maturity of parent company debt obligations.

The principal source of parent company liquidity is the dividends it receives from PNC Bank, which may be impacted by the following:

- Bank-level capital needs,
- Laws and regulations,
- Corporate policies,
- Contractual restrictions, and
- Other factors.

There are statutory and regulatory limitations on the ability of a national bank to pay dividends or make other capital distributions or to extend credit to the parent company or its non-bank subsidiaries. The amount available for dividend payments by PNC Bank to the parent company without prior regulatory approval was approximately \$1.8 billion at June 30, 2018. See Note 18 Regulatory Matters in the Notes To Consolidated Financial Statements in our 2017 Form 10-K for a further discussion of these limitations.

In addition to dividends from PNC Bank, other sources of parent company liquidity include cash and investments, as well as dividends and loan repayments from other subsidiaries and dividends or distributions from equity investments. We can also generate liquidity for the parent company and PNC's non-bank subsidiaries through the issuance of debt and equity securities, including certain capital instruments, in public or private markets and commercial paper. The parent company has the ability to offer up to \$5.0 billion of commercial paper to provide additional liquidity. As of June 30, 2018, there were no commercial paper issuances outstanding.

The parent company has an effective shelf registration statement pursuant to which we can issue additional debt, equity and other capital instruments.

Parent company senior and subordinated debt outstanding totaled \$6.7 billion and \$6.8 billion at June 30, 2018 and December 31, 2017, respectively.

Contractual Obligations and Commitments

We have contractual obligations representing required future payments on borrowed funds, time deposits, leases, pension and postretirement benefits and purchase obligations. See the Liquidity and Capital Management portion of the Risk Management section in our 2017 Form 10-K for more information on these future cash outflows. Additionally, in the normal course of business we have various commitments outstanding, certain of which are not included on our Consolidated Balance Sheet. We provide information on our commitments in Note 13 Commitments in the Notes To Consolidated Financial Statements of this Report.

Credit Ratings

PNC's credit ratings affect the cost and availability of short and long-term funding, collateral requirements for certain derivative instruments and the ability to offer certain products.

In general, rating agencies base their ratings on many quantitative and qualitative factors, including capital adequacy, liquidity, asset quality, business mix, level and quality of earnings, and the current legislative and regulatory environment, including implied government support. A decrease, or potential decrease, in credit ratings could impact access to the capital markets and/or increase the cost of debt, and thereby adversely affect liquidity and financial condition.

Table 28: Credit Ratings for PNC and PNC Bank

	June 30, 2018		
	Moody's	Standard & Poor's	Fitch
PNC			
Senior debt	A3	A-	A+
Subordinated debt	A3	BBB+	A
Preferred stock	Baa2	BBB-	BBB-
PNC Bank			
Senior debt	A2	A	A+
Subordinated debt	A3	A-	A
Long-term deposits	Aa2	A	AA-
Short-term deposits	P-1	A-1	F1+
Short-term notes	P-1	A-1	F1

Capital Management

Detailed information on our capital management processes and activities, including additional information on our previous CCAR submissions and capital plans, is included in the Capital Management portion of the Risk Management section in our 2017 Form 10-K.

We manage our funding and capital positions by making adjustments to our balance sheet size and composition, issuing or redeeming debt, issuing equity or other capital instruments, executing treasury stock transactions and capital redemptions or repurchases, and managing dividend policies and retaining earnings.

In the second quarter of 2018, we repurchased 5.7 million common shares for \$.8 billion. We completed common stock repurchase programs of \$2.4 billion, and repurchased shares for \$.2 billion related to employee benefit plans, for the four quarter period ending June 30, 2018. We returned a total of \$4.1 billion of capital to shareholders through repurchases of 18.4 million shares for \$2.6 billion and dividends on common shares of \$1.5 billion over the four quarter period, consistent with the capital plan accepted by the Federal Reserve as part of our 2017 CCAR submission.

In connection with the 2018 CCAR process, we submitted our capital plan, as approved by PNC's Board of Directors, to the Federal Reserve in April 2018. The Federal Reserve accepted the capital plan and did not object to our proposed capital actions. As provided in the 2018 capital plan, we announced new share repurchase programs of up to \$2.0 billion for the four quarter period beginning in the third quarter of 2018, including repurchases of up to \$.3 billion related to employee benefit plans.

We paid dividends on common stock of \$.4 billion, or 75 cents per common share, during thesecond quarter of 2018. On July 5, 2018, the PNC Board of Directors raised the quarterly common stock cash dividend to 95 cents per share, an increase of 20 cents, or 27%, with a payment date of August 5, 2018.

See Note 16 Subsequent Events for information on the July 2018 issuance of \$750 million of subordinated notes by PNC Bank.

Table 29: Basel III Capital

Dollars in millions	Basel III June 30, 2018 (a) (b)	Fully Phased-In Basel III (Non-GAAP) December 31, 2017 (c)	2017 Transitional Basel III December 31, 2017 (a)
Common equity Tier 1 capital			
Common stock plus related surplus, net of treasury stock	\$ 6,656	\$ 8,195	\$ 8,195
Retained earnings	37,201	35,481	35,481
Accumulated other comprehensive income (loss) for securities currently and those transferred from available for sale	(268)	337	270
Accumulated other comprehensive income (loss) for pension and other postretirement plans	(489)	(544)	(436)
Goodwill, net of associated deferred tax liabilities	(9,026)	(8,988)	(8,988)
Other disallowed intangibles, net of deferred tax liabilities	(293)	(319)	(255)
Other adjustments/(deductions)	(167)	(141)	(138)
Total common equity Tier 1 capital before threshold deductions	33,614	34,021	34,129
Total threshold deductions (d)	(3,408)	(2,928)	(1,983)
Common equity Tier 1 capital	30,206	31,093	32,146
Additional Tier 1 capital			
Preferred stock plus related surplus	3,987	3,985	3,985
Other adjustments/(deductions)	(150)	(146)	(124)
Tier 1 capital	34,043	34,932	36,007
Additional Tier 2 capital			
Qualifying subordinated debt	3,205	3,433	3,482
Trust preferred capital securities	80		100
Eligible credit reserves includable in Tier 2 capital	2,870	2,907	2,907
Total Basel III capital	\$ 40,198	\$ 41,272	\$ 42,496
Risk-weighted assets			
Basel III standardized approach risk-weighted assets (e)	\$ 319,112	\$ 316,120	\$ 309,460
Basel III advanced approaches risk-weighted assets (f)	\$ 280,883	\$ 285,226	N/A
Average quarterly adjusted total assets	\$ 363,573	\$ 363,967	\$ 364,999
Supplementary leverage exposure (g)	\$ 434,135	\$ 434,698	\$ 435,731
Basel III risk-based capital and leverage ratios			
Common equity Tier 1 (i)	9.5 %	9.8 % (h)	10.4 %
Tier 1 (j)	10.7 %	11.1 % (h)	11.6 %
Total (k) (l) (m)	12.6 %	13.1 % (h)	13.7 %
Leverage (n)	9.4 %	9.6 %	9.9 %
Supplementary leverage ratio (o)	7.8 %	8.0 %	8.3 %

(a) All ratios are calculated using the regulatory capital methodology applicable to PNC during each period presented and calculated based on the standardized approach.

(b) The Basel III Common equity Tier 1 capital, Tier 1 risk-based capital, Leverage and Supplementary ratios as of June 30, 2018 reflect the full phase-in of all Basel III adjustments to these metrics applicable to PNC.

(c) 2017 Fully Phased-In Basel III results are presented as Pro forma estimates.

(d) Under the Basel III rules, certain items such as significant common stock investments in unconsolidated financial institutions (primarily BlackRock), mortgage servicing rights and deferred tax assets must be deducted from capital (subject to a phase-in schedule that ended December 31, 2017 and net of associated deferred tax liabilities) to the extent they individually exceed 10%, or in the aggregate exceed 15%, of PNC's adjusted common equity Tier 1 capital.

(e) Includes credit and market risk-weighted assets.

(f) Basel III advanced approaches risk-weighted assets are calculated based on the Basel III advanced approaches rules, and include credit, market, and operational risk-weighted assets. During the parallel run qualification phase, PNC has refined the data, models, and internal processes used as part of the advanced approaches for determining risk-weighted assets. We anticipate additional refinements to this calculation through the parallel run qualification phase.

(g) Supplementary leverage exposure is the sum of Adjusted average assets and certain off-balance sheet exposures including undrawn credit commitments and derivative potential future exposures.

(h) Pro forma Fully phased-in Basel III capital ratios are based on Basel III standardized approach risk-weighted assets and rules.

(i) For comparative purposes only, the advanced approaches Basel III Common equity Tier 1 capital ratio for June 30, 2018 is 10.8% and for December 31, 2017 is 10.9% (estimated). This capital ratio is calculated using Common equity Tier 1 capital and dividing by Basel III advanced approaches risk-weighted assets.

(j) For comparative purposes only, the advanced approaches Basel III Tier 1 risk-based capital ratio for June 30, 2018 is 12.1% and for December 31, 2017 is 12.2% (estimated). This capital ratio is calculated using Tier 1 capital and dividing by Basel III advanced approaches risk-weighted assets.

(k) For comparative purposes only, the advanced approaches Basel III Total capital risk-based capital ratio for June 30, 2018 is 13.4% and for December 31, 2017 is 13.5% (estimated). This ratio is calculated using Total Basel III capital, which under the advanced approaches, Additional Tier 2 capital includes allowance for loan and lease losses in excess of Basel expected credit losses, if any, up to 0.6% of credit risk-weighted assets, and dividing by Basel III advanced approaches risk-weighted assets.

(l) The Basel III Total risk-based capital ratio includes \$80 million of nonqualifying trust preferred capital securities that are subject to a phase-out period that runs through 2021.

(m) For comparative purposes only, as of June 30, 2018 the ratio would be 12.6%, assuming nonqualifying trust preferred capital securities are phased out.

(n) Leverage ratio is calculated based on Tier 1 capital divided by Average quarterly adjusted total assets.

(o) Supplementary leverage ratio is calculated based on Tier 1 capital divided by Supplementary leverage exposure. As advanced approaches banking organizations, PNC and PNC Bank became subject to a 3% minimum supplementary leverage ratio effective January 1, 2018.

The decline in our Basel III Common equity Tier 1 capital ratio at June 30, 2018 compared to December 31, 2017 reflected continued strong capital return to shareholders and a decline in AOCI largely related to the impact of higher interest rates on the valuation of our available for sale securities portfolio.

Because PNC remains in the parallel run qualification phase for the advanced approaches, our regulatory risk-based capital ratios in 2018 and 2017 are calculated using the standardized approach for determining risk-weighted assets. Under the standardized approach for determining credit risk-weighted assets, exposures are generally assigned a pre-defined risk weight. Exposures to high volatility commercial real estate, past due exposures and equity exposures are generally subject to higher risk weights than other types of exposures. Once we exit parallel run, our regulatory risk-based capital ratios will be the lower of the ratios calculated under the standardized approach and the advanced approaches.

Under the Basel III rules applicable to PNC, significant common stock investments in unconsolidated financial institutions (for PNC, primarily BlackRock), mortgage servicing rights and deferred tax assets must be deducted from capital (subject to a phase-in schedule that ended December 31, 2017 and net of associated deferred tax liabilities) to the extent they individually exceed 10%, or in the aggregate exceed 15%, of the institution's adjusted common equity Tier 1 capital. Also, Basel III regulatory capital includes (subject to a phase-in schedule that ended December 31, 2017) AOCI related to securities currently and those transferred from available for sale, as well as pension and other postretirement plans. With the exception of certain nonqualifying trust preferred capital securities included in PNC's Total risk-based capital, the transitions and multi-year phase-in of the definition of capital under the Basel III rules were complete as of January 1, 2018. Accordingly, we refer to the capital ratios calculated using the definition of capital in effect as of January 1, 2018 and, for the risk-based ratios, standardized approach risk-weighted assets, as the Basel III ratios. The Basel III Total risk-based capital includes trust preferred capital securities in the amount of \$80 million that are subject to a phase-out that runs through 2021. We refer to the capital ratios calculated using the phased-in Basel III provisions in effect for 2017 and, for the risk-based ratios, standardized approach risk-weighted assets, as the 2017 Transitional Basel III ratios. All current period capital ratios are calculated using the regulatory capital methodology applicable to us during 2018.

Federal banking regulators have stated that they expect the largest U.S. bank holding companies (BHCs), including PNC, to have a level of regulatory capital well in excess of the regulatory minimum and have required the largest U.S. bank holding companies BHCs, including PNC, to have a capital buffer sufficient to withstand losses and allow them to meet the credit needs of their customers through estimated stress scenarios. We seek to manage our capital consistent with these regulatory principles, and believe that our June 30, 2018 capital levels were aligned with them.

At June 30, 2018, PNC and PNC Bank, our sole bank subsidiary, were both considered "well capitalized," based on applicable U.S. regulatory capital ratio requirements. To qualify as "well capitalized", PNC must have Basel III capital ratios of at least 6% for Tier 1 risk-based capital and 10% for Total risk-based capital, and PNC Bank must have Basel III capital ratios of at least 6.5% for Common equity Tier 1 risk-based capital, 8% for Tier 1 risk-based capital, 10% for Total risk-based capital and a Leverage ratio of at least 5%.

We provide additional information regarding regulatory capital requirements and some of their potential impacts on us in the Supervision and Regulation section of Item 1 Business, Item 1A Risk Factors and Note 18 Regulatory Matters in our 2017 Form 10-K. See the Statistical Information (Unaudited) section of this Report for details on our June 30, 2017 Transitional Basel III and Fully Phased-In Basel III Common equity Tier 1 capital ratios.

Market Risk Management

Market risk is the risk of a loss in earnings or economic value due to adverse movements in market factors such as interest rates, credit spreads, foreign exchange rates, commodity prices and equity prices. We are exposed to market risk primarily by our involvement in the following activities, among others:

- Traditional banking activities of gathering deposits and extending loans,
- Equity and other investments and activities whose economic values are directly impacted by market factors, and
- Fixed income securities, derivatives and foreign exchange activities, as a result of customer activities and securities underwriting.

We have established enterprise-wide policies and methodologies to identify, measure, monitor and report market risk. Market Risk Management provides independent oversight by monitoring compliance with established guidelines and reporting significant risks in the business to the Risk Committee of the Board of Directors.

Market Risk Management – Interest Rate Risk

Interest rate risk results primarily from our traditional banking activities of gathering deposits and extending loans. Many factors, including economic and financial conditions, movements in interest rates and consumer preferences, affect the difference between the interest that we earn on assets and the interest that we pay on liabilities and the level of our noninterest-bearing funding sources. Due to the repricing term mismatches and embedded options inherent in certain of these products, changes in market interest rates not only affect expected near-term earnings, but also the economic values of these assets and liabilities.

The interest rates that we pay on customer deposits have risen in recent quarters as a result of higher short-term market interest rates. The rates paid on commercial deposits have had a higher correlation to increases in short-term interest rates, as compared to the rates paid on consumer deposits. During the remainder of 2018, we anticipate that the rates paid on our consumer deposits will have a higher correlation to changes in short-term interest rates. The rates paid on customer deposits are also impacted by factors including the level of interest rates, competition for deposits, new product offerings, and changes in business strategies.

Our Asset and Liability Management group centrally manages interest rate risk as prescribed in our risk management policies, which are approved by management's Asset and Liability Committee and the Risk Committee of the Board of Directors.

Sensitivity results and market interest rate benchmarks for thesecond quarters of 2018 and 2017 follow:

Table 30: Interest Sensitivity Analysis

	Second Quarter 2018	Second Quarter 2017
Net Interest Income Sensitivity Simulation (a)		
Effect on net interest income in first year from gradual interest rate change over the following 12 months of:		
100 basis point increase	2.0 %	2.8 %
100 basis point decrease	(2.5)%	(3.3)%
Effect on net interest income in second year from gradual interest rate change over the preceding 12 months of:		
100 basis point increase	4.1 %	5.4 %
100 basis point decrease	(6.5)%	(8.7)%
Duration of Equity Model (a)		
Base case duration of equity (in years)	(.1)	(2.5)
Key Period-End Interest Rates		
One-month LIBOR	2.09 %	1.22 %
Three-month LIBOR	2.34 %	1.30 %
Three-year swap	2.86 %	1.75 %

(a) Given the inherent limitations in certain of these measurement tools and techniques, results become less meaningful as interest rates approach zero.

In addition to measuring the effect on net interest income assuming parallel changes in current interest rates, we routinely simulate the effects of a number of nonparallel interest rate environments. Table 31 reflects the percentage change in net interest income over the next two 12-month periods assuming (i) the PNC Economist's most likely rate forecast, (ii) implied market forward rates and (iii) yield curve slope flattening (a 100 basis point yield curve slope flattening between one-month and ten-year rates superimposed on current base rates) scenario.

Table 31: Net Interest Income Sensitivity to Alternative Rate Scenarios

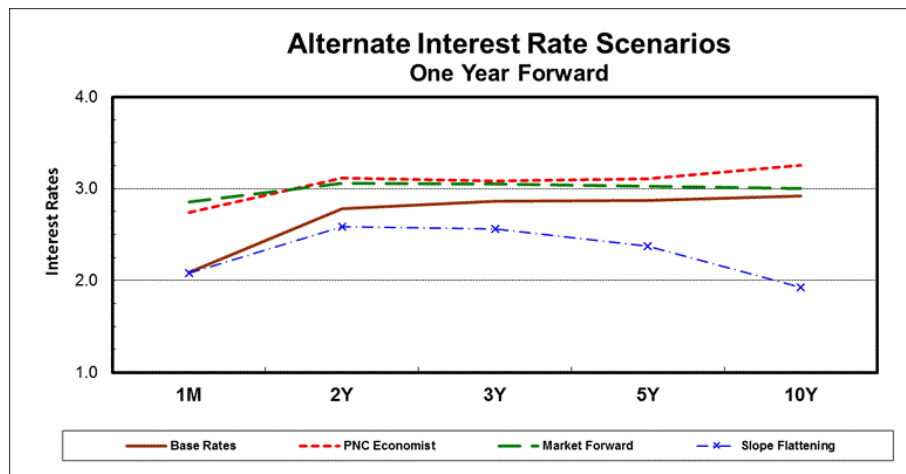
	June 30, 2018		
	PNC Economist	Market Forward	Slope Flattening
First year sensitivity	.9 %	1.2 %	(.7)%
Second year sensitivity	.3 %	.3 %	(3.2)%

All changes in forecasted net interest income are relative to results in a base rate scenario where current market rates are assumed to remain unchanged over the forecast horizon.

When forecasting net interest income, we make assumptions about interest rates and the shape of the yield curve, the volume and characteristics of new business and the behavior of existing on- and off-balance sheet positions. These assumptions determine the future level of simulated net interest income in the base interest rate scenario and the other interest rate scenarios presented in Tables 30 and 31. These simulations assume that as assets and liabilities mature, they are replaced or repriced at then current market rates.

The following graph presents the LIBOR/Swap yield curves for the base rate scenario and each of the alternate scenarios one year forward.

Table 32: Alternate Interest Rate Scenarios: One Year Forward



The second quarter 2018 interest sensitivity analyses indicate that our Consolidated Balance Sheet is positioned to benefit from an increase in interest rates and an upward sloping interest rate yield curve. We believe that we have the deposit funding base and balance sheet flexibility to adjust, where appropriate and permissible, to changing interest rates and market conditions.

Market Risk Management – Customer-Related Trading Risk

We engage in fixed income securities, derivatives and foreign exchange transactions to support our customers' investing and hedging activities. These transactions, related hedges and the credit valuation adjustment related to our customer derivatives portfolio are marked-to-market daily and reported as customer-related trading activities. We do not engage in proprietary trading of these products.

We use value-at-risk (VaR) as the primary means to measure and monitor market risk in customer-related trading activities. VaR is used to estimate the probability of portfolio losses based on the statistical analysis of historical market risk factors. A diversified VaR reflects empirical correlations across different asset classes. We calculate a diversified VaR at a 95% confidence interval and the results for the first six months of 2018 and 2017 were within our acceptable limits.

See the Market Risk Management – Customer-Related Trading Risk section of our 2017 Form 10-K for more information on our models used to calculate VaR and our backtesting process.

Customer related trading revenue was \$143 million for the six months ended June 30, 2018 compared to \$129 million for the same period in 2017. The increase was primarily due to higher foreign exchange client sales revenues. For the quarterly period, customer related trading revenue was \$66 million for the second quarter of 2018 compared to \$61 million in 2017. The increase was primarily due to higher client related trading and foreign exchange client revenues, which was partially offset by the impact of changes in credit valuations for customer-related derivatives.

Market Risk Management – Equity And Other Investment Risk

Equity investment risk is the risk of potential losses associated with investing in both private and public equity markets. In addition to extending credit, taking deposits, underwriting securities and trading financial instruments, we make and manage direct investments in a variety of transactions, including management buyouts, recapitalizations and growth financings in a variety of industries. We also have investments in affiliated and non-affiliated funds that make similar investments in private equity. The economic and/or book value of these investments and other assets are directly affected by changes in market factors.

Various PNC business units manage our equity and other investment activities. Our businesses are responsible for making investment decisions within the approved policy limits and associated guidelines.

A summary of our equity investments follows:

Table 33: Equity Investments Summary

Dollars in millions	June 30 2018	December 31 2017	Change	
			\$	%
BlackRock	\$ 7,753	\$ 7,576	\$ 177	2%
Tax credit investments	2,178	2,148	30	1%
Private equity and other	2,499	1,668	831	50%
Total	\$ 12,430	\$ 11,392	\$ 1,038	9%

BlackRock

We owned approximately 35 million common stock equivalent shares of BlackRock equity at June 30, 2018, accounted for under the equity method. The Business Segments Review section of this Financial Review includes additional information about BlackRock.

Tax Credit Investments

Included in our equity investments are direct tax credit investments and equity investments held by consolidated entities. These tax credit investment balances included unfunded commitments totaling \$.8 billion at both June 30, 2018 and December 31, 2017. These unfunded commitments are included in Other liabilities on our Consolidated Balance Sheet.

Note 2 Loan Sale and Servicing Activities and Variable Interest Entities in the Notes To Consolidated Financial Statements in our 2017 Form 10-K has further information on Tax Credit Investments.

Private Equity and Other

The majority of our other equity investments consists of our private equity portfolio. The private equity portfolio is an illiquid portfolio consisting of mezzanine and equity investments that vary by industry, stage and type of investment. Private equity investments carried at estimated fair value totaled \$1.4 billion and \$1.3 billion at June 30, 2018 at December 31, 2017, respectively. As of June 30, 2018, \$1.2 billion was invested directly in a variety of companies and \$.2 billion was invested indirectly through various private equity funds. See Item 1 Business - Supervision and Regulation in our 2017 Form 10-K for discussion of the potential impacts of the Volcker Rule provisions of Dodd-Frank on our interests in and of private funds covered by the Volcker Rule.

Effective January 1, 2018, \$.6 billion of available for sale securities were reclassified to equity investments as part of the adoption of ASU 2016-01. These securities were primarily money market funds.

Included in our other equity investments are Visa Class B common shares, which are recorded at cost. At June 30, 2018, the estimated value of our investment in Visa Class B common shares was approximately \$759 million while our cost basis was not significant. Visa Class B common shares that we own are transferable only under limited circumstances until they can be converted into shares of the publicly-traded class of stock, which cannot happen until the settlement of the pending interchange litigation. See Note 6 Fair Value and Note 19 Legal Proceedings in the Notes To Consolidated Financial Statements in our 2017 Form 10-K for additional information regarding our Visa agreements.

We also have certain other equity investments, the majority of which represent investments in affiliated and non-affiliated funds with both traditional and alternative investment strategies. Net gains related to these investments were not significant at June 30, 2018 and June 30, 2017.

Financial Derivatives

We use a variety of financial derivatives as part of the overall asset and liability risk management process to help manage exposure to market and credit risk inherent in our business activities. Substantially all such instruments are used to manage risk related to changes in interest rates. Interest rate swaps, interest rate caps and floors, swaptions, options, forwards and futures contracts are the primary instruments we use for risk management. We also enter into derivatives with customers to facilitate their risk management activities.

Financial derivatives involve, to varying degrees, market and credit risk. Periodic cash payments are exchanged for interest rate swaps, options and futures contracts. Premiums are also exchanged for options contracts. Therefore, cash requirements and exposure to credit risk are significantly less than the notional amount on these instruments.

Further information on our financial derivatives is presented in Note 1 Accounting Policies and Note 6 Fair Value in our Notes To Consolidated Financial Statements in our 2017 Form 10-K and in Note 6 Fair Value and Note 9 Financial Derivatives in the Notes To Consolidated Financial Statements in this Report.

Not all elements of market and credit risk are addressed through the use of financial derivatives, and such instruments may be ineffective for their intended purposes due to unanticipated market changes, among other reasons.

RECENT REGULATORY DEVELOPMENTS

On March 15, 2018, the U.S. Court of Appeals for the Fifth Circuit, in *U.S. Chamber of Commerce v. U.S. Department of Labor*, vacated the regulation issued by the U.S. Department of Labor (the “DOL Fiduciary Rule”) that had generally taken effect in June 2017 expanding the definition of “investment advice” for retirement and certain other types of accounts. A petition for rehearing en banc was denied, and the DOL did not timely seek review of the decision by the U.S. Supreme Court. As a result, the Fifth Circuit issued its mandate on June 21, 2018, making the DOL Fiduciary Rule null and void as of that date. With the DOL Fiduciary Rule now vacated, the law will revert to a five-part test to determine whether investment-related activities constitute fiduciary investment advice, a test that was in place before the adoption of the DOL Fiduciary Rule.

The Securities and Exchange Commission (SEC) on May 9, 2018 proposed Regulation Best Interest, which would impose a new standard of conduct on SEC-registered broker-dealers when making recommendations to retail customers, as well as new and amended rules and forms that would mandate summary disclosure to retail customers describing their relationship with and services offered by registered broker-dealers and investment advisers. Together with the vacation of the DOL Fiduciary Rule, these developments primarily affect aspects of our Retail Banking and Asset Management Group segments, which will continue to focus on the best interest of our customers. While we do not anticipate material impact resulting from these changes, we note that retirement investors continue to be a focus of regulators at the federal and state level.

On May 24, 2018, the President signed the Economic Growth, Regulatory Relief and Consumer Protection Act (Relief Act), into law. The Relief Act, among other things, makes several changes to the enhanced prudential standards provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act). For BHCs with total consolidated assets of \$250 billion or more, the Relief Act requires that the Federal Reserve tailor the application of its enhanced prudential standards regulations based on risk-related factors, such as the BHC’s capital structure, risk profile, complexity, activities and size. In addition, the Relief Act generally exempts BHCs with less than \$100 billion in total consolidated assets from the Dodd-Frank Act enhanced prudential standards and provides the Federal Reserve 18 months to determine, by rule or order, whether to continue applying any or all of those requirements to BHCs with total consolidated assets of \$100 billion or more but less than \$250 billion. The Relief Act also makes changes to the regulatory capital and liquidity rules by limiting the scope of commercial real estate exposures that receive a heightened risk weight under the U.S. Standardized Approach regulatory capital rules and requiring that the banking agencies amend the LCR rules to expand the definition of high-quality liquid assets under those rules to include certain high-quality municipal securities.

Also in May, the U.S. banking agencies, SEC and Commodity Futures Trading Commission jointly requested comment on proposed changes to the final regulations implementing the Volcker Rule. The proposal would tailor application of the Volcker Rule to banking entities based on a threshold of trading assets and liabilities (excluding trading assets and liabilities involving U.S. government and agency obligations). Firms below a \$10 billion and above a \$1 billion threshold, like PNC, may adopt streamlined compliance programs and rely on clearer and simplified requirements for engaging in risk-mitigating hedging activities; however, these firms would need to continue to satisfy the annual CEO attestation requirement under the current final regulations. The proposal introduces a new requirement for identifying positions deemed to be held in a trading account, which, if adopted as proposed, could have a negative impact on the ability of banking entities (including PNC) to effectively manage risks, make longer-term investments, and seed new funds. The proposal does not propose any changes to the covered fund provisions under the final regulations or otherwise impact the conformance relief the Federal Reserve has granted to qualifying illiquid funds. The 60-day public comment period on the proposal closes September 17, 2018.

On June 14, 2018, the Federal Reserve finalized rules to implement the single-counterparty credit limit (SCCL) under section 165(e) of the Dodd-Frank Act. Under the final SCCL rules, the net credit exposure of a BHC with total consolidated assets of \$250 billion or more (covered BHC), including its subsidiaries, to any single, unaffiliated counterparty is subject to an aggregate limit. For a covered BHC that is not identified as a global systemically important BHC under applicable Federal Reserve rules, such as PNC, the applicable limit is 25% of the BHC’s tier 1 capital and must be calculated at the end of each business day. The limit covers credit exposure resulting from, among other transactions, extensions of credit, repurchase and reverse repurchase transactions, purchases or investments in securities, and derivative transactions. For PNC, compliance with the final rules is required starting July 1, 2020. PNC is in the process of obtaining guidance from the Federal Reserve on how investments accounted for under the equity method, such as its investment in BlackRock, should be treated for purposes of the SCCL. At present, we do not expect the SCCL will have a material impact on PNC.

In June 2018, the California legislature passed the California Consumer Privacy Act of 2018 (Act), which is scheduled to take effect on January 1, 2020. The Act, which covers businesses that obtain or access personal information on California resident consumers, grants consumers enhanced privacy rights and control over their personal information. Among other things, the Act provides consumers with the right to request information from a business concerning the types of data the business collects on them, the source

of that information, the purposes for which it is used, and the types of entities with which the business shares the information. Subject to some exceptions, consumers may also request to have their information deleted. The Act requires the California Attorney General to solicit public comment on regulations implementing the Act including with regard to establishing certain exceptions to allow compliance with other state and federal laws.

On July 2, 2018, the Federal Reserve and the Federal Deposit Insurance Corporation announced that the filing deadline for the next resolution plan pursuant to Section 165(d) of the Dodd-Frank Act and the agencies' joint regulations was extended for PNC and 13 other domestic BHCs to December 31, 2019.

CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

Note 1 Accounting Policies of our 2017 Form 10-K describes the most significant accounting policies that we use to prepare our consolidated financial statements. Certain of these policies require us to make estimates or economic assumptions that may vary under different assumptions or conditions and such variations may significantly affect our reported results and financial position for the period or in future periods.

The following critical accounting policies and judgments are described in more detail in Critical Accounting Estimates and Judgments in Item 7 of our 2017 Form 10-K:

- Fair Value Measurements
- Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit
- Goodwill
- Residential and Commercial Mortgage Servicing Rights
- Income Taxes
- Legal Contingencies

Fair Value Measurements

The following table summarizes the assets and liabilities measured at fair value on a recurring basis at June 30, 2018 and December 31, 2017, respectively, and the portions of such assets and liabilities that are classified within Level 3 of the valuation hierarchy. Level 3 assets and liabilities are those where the fair value is estimated using significant unobservable inputs.

Table 34: Fair Value Measurements – Summary

Dollars in millions	June 30, 2018		December 31, 2017	
	Total Fair Value	Level 3	Total Fair Value	Level 3
Total assets	\$ 71,936	\$ 6,474	\$ 69,673	\$ 6,475
Total assets at fair value as a percentage of consolidated assets	19%		18%	
Level 3 assets as a percentage of total assets at fair value	9%		9%	
Level 3 assets as a percentage of consolidated assets	2%		2%	
Total liabilities	\$ 3,768	\$ 438	\$ 4,233	\$ 531
Total liabilities at fair value as a percentage of consolidated liabilities	1%		1%	
Level 3 liabilities as a percentage of total liabilities at fair value	12%		13%	
Level 3 liabilities as a percentage of consolidated liabilities	<1%		<1%	

The majority of assets recorded at fair value are included in the securities available for sale portfolio. The majority of Level 3 assets represent non-agency residential mortgage-backed securities in the available for sale portfolio, mortgage servicing rights and equity investments. For further information on fair value, see Note 6 Fair Value in the Notes To Consolidated Financial Statements in this Report.

Income Taxes

See the Critical Accounting Estimates and Judgments section in Item 7 of our 2017 Form 10-K for information on our accounting of certain income tax effects of the Tax Cuts and Jobs Act enacted on December 22, 2017. Where certain income tax effects could be reasonably estimated, these were included as provisional amounts as of December 31, 2017. During the measurement period, which will end in December 2018, these estimates may be adjusted upon obtaining or analyzing additional information about facts and circumstances or clarifications of uncertain aspects of the newly enacted tax law, which if known would have affected the initially reported provisional amounts. No changes were made to these provisional amounts during the first six months of 2018.

Recently Issued Accounting Standards

Accounting Standards Update (ASU)	Description	Financial Statement Impact
Leases - ASU 2016-02 Issued February 2016	<ul style="list-style-type: none"> Required effective date of January 1, 2019.^(a) Requires lessees to recognize a right-of-use asset and related lease liability for all leases with lease terms of more than 12 months. Recognition, measurement and presentation of expenses and cash flows arising from a lease by a lessee will depend on its classification as a finance or operating lease. Targeted changes have been made to the lessor accounting model to align the guidance with the new lessee model and revenue recognition guidance. May be adopted using a modified retrospective approach through a cumulative-effect adjustment. Financial Accounting Standards Board approved an amendment which would permit the option to adopt the new standard prospectively as of the effective date, without adjusting comparative periods presented. 	<ul style="list-style-type: none"> We plan to adopt the guidance in the first quarter of 2019. Implementation efforts are ongoing, including the deployment of a lease accounting software solution. We are currently evaluating the impact of various accounting policy elections and the impact of new disclosure requirements. We are also currently evaluating the incremental borrowing rate to discount our future minimum lease payments in calculating the lease liabilities and corresponding right-of-use assets. We are substantially complete with the evaluation of our initial lease population. We will continue to review service contracts through the effective date and may identify additional leases embedded within those arrangements that are within the scope of the ASU. We expect, at a minimum, to recognize lease liabilities and corresponding right-of-use assets commensurate with the present value of the future minimum payments. Future minimum lease payments under operating leases totaled \$2.6 billion as of December 31, 2017 as disclosed in Note 8 Premises, Equipment and Leasehold Improvements in our 2017 Form 10-K. We do not expect a material change to the timing of our expense recognition. Given the limited changes to lessor accounting, we do not expect material changes to recognition or measurement, but we are currently evaluating the impact. Implementation efforts are ongoing, including the deployment of a lessor accounting software solution.
Credit Losses - ASU 2016-13 Issued June 2016	<ul style="list-style-type: none"> Required effective date of January 1, 2020.^(a) Requires the use of an expected credit loss methodology; specifically, current expected credit losses (CECL) for the remaining life of the asset will be recognized at the time of origination or acquisition. Methodology will apply to loans, debt securities, and other financial assets and net investment in leases not accounted for at fair value through net income. It will also apply to off-balance sheet credit exposures except for unconditionally cancellable commitments. In-scope assets will be presented at the net amount expected to be collected after deducting the allowance for credit losses from the amortized cost basis of the assets. Requires enhanced credit quality disclosures including disaggregation of credit quality indicators by vintage. Requires a modified retrospective approach through a cumulative-effect adjustment to retained earnings as of the beginning of the year of adoption. 	<ul style="list-style-type: none"> We do not plan to adopt the standard at its early adoption date in the first quarter of 2019. We established a company-wide, cross-functional governance structure in the third quarter of 2016, which oversees overall strategy for implementation of Topic 326. We continue to make progress towards design and development of CECL estimation methodologies, technological solutions, data requirements and future state processes. We continue to believe that the adoption of the standard will result in an overall increase in the allowance for loan losses to cover credit losses over the estimated life of the financial assets. However, the magnitude of the increase in our allowance for loan losses at the adoption date will depend upon the nature and characteristics of the portfolio at the adoption date, as well as macroeconomic conditions and forecasts at that date.
Goodwill - ASU 2017-04 Issued January 2017	<ul style="list-style-type: none"> Required effective date of January 1, 2020.^(a) Eliminates Step 2 from the goodwill impairment test to simplify the subsequent measurement of goodwill under which a loss was recognized only if the estimated implied fair value of the goodwill is below its carrying value. Requires impairment to be recognized if the carrying amount exceeds the reporting unit's fair value. 	<ul style="list-style-type: none"> We plan to adopt the standard on its effective date and we do not expect the adoption of this standard to impact our consolidated results of operations or our consolidated financial position.

(a) Early adoption is permitted.

Recently Adopted Accounting Standards

See Note 1 Accounting Policies in the Notes To Consolidated Financial Statements in this Report regarding the impact of new accounting pronouncements.

OFF-BALANCE SHEET ARRANGEMENTS AND VARIABLE INTEREST ENTITIES

We engage in a variety of activities that involve entities that are not consolidated or otherwise reflected in our Consolidated Balance Sheet that are generally referred to as off-balance sheet arrangements. Additional information on these types of activities is included in our 2017 Form 10-K and in Note 2 Loan Sale and Servicing Activities and Variable Interest Entities and Note 13 Commitments in the Notes To Consolidated Financial Statements included in this Report.

A summary of variable interest entities (VIEs), including those in which we hold variable interests but have not consolidated into our financial statements, is included in Note 2 in our 2017 Form 10-K.

Trust Preferred Securities and REIT Preferred Securities

See Note 10 Borrowed Funds and Note 15 Equity in the Notes To Consolidated Financial Statements in our 2017 Form 10-K for additional information on trust preferred securities issued by PNC Capital Trust C including information on contractual limitations potentially imposed on payments (including dividends) with respect to PNC's equity securities and for additional information on the 2017 redemption of the REIT preferred securities issued by PNC Preferred Funding Trust I and PNC Preferred Funding Trust II.

INTERNAL CONTROLS AND DISCLOSURE CONTROLS AND PROCEDURES

As of June 30, 2018, we performed an evaluation under the supervision of and with the participation of our management, including the Chairman, President and Chief Executive Officer and the Executive Vice President and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures and of changes in our internal control over financial reporting.

Based on that evaluation, our Chairman, President and Chief Executive Officer and our Executive Vice President and Chief Financial Officer concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934) were effective as of June 30, 2018, and that there has been no change in PNC's internal control over financial reporting that occurred during the second quarter of 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

GLOSSARY OF TERMS

For a glossary of terms commonly used in our filings, please see the glossary of terms included in our 2017 Form 10-K.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

We make statements in this Report, and we may from time to time make other statements, regarding our outlook for earnings, revenues, expenses, tax rates, capital and liquidity levels and ratios, asset levels, asset quality, financial position, and other matters regarding or affecting us and our future business and operations that are forward-looking statements within the meaning of the Private Securities Litigation Reform Act. Forward-looking statements are typically identified by words such as "believe," "plan," "expect," "anticipate," "see," "look," "intend," "outlook," "project," "forecast," "estimate," "goal," "will," "should" and other similar words and expressions. Forward-looking statements are subject to numerous assumptions, risks and uncertainties, which change over time.

Forward-looking statements speak only as of the date made. We do not assume any duty to update forward-looking statements. Actual results or future events could differ, possibly materially, from those anticipated in forward-looking statements, as well as from historical performance.

Our forward-looking statements are subject to the following principal risks and uncertainties.

- Our businesses, financial results and balance sheet values are affected by business and economic conditions, including the following:
 - Changes in interest rates and valuations in debt, equity and other financial markets.
 - Disruptions in the U.S. and global financial markets.
 - Actions by the Federal Reserve Board, U.S. Treasury and other government agencies, including those that impact money supply and market interest rates.
 - Changes in customer behavior due to newly enacted tax legislation, changing business and economic conditions or legislative or regulatory initiatives.
 - Changes in customers', suppliers' and other counterparties' performance and creditworthiness.
 - Impact of tariffs and other trade policies of the U.S. and its global trading partners.
 - Slowing or reversal of the current U.S. economic expansion.
 - Commodity price volatility.
- Our forward-looking financial statements are subject to the risk that economic and financial market conditions will be substantially different than those we are currently expecting and do not take into account potential legal and regulatory contingencies. These statements are based on our current view that the U.S. economic growth will accelerate somewhat in

2018, in light of stimulus from corporate and personal income tax cuts passed in late 2017 that are expected to support business investment and consumer spending, respectively. We expect an increase in federal government spending will also support economic growth in 2018. Further gradual improvement in the labor market this year, including job gains and rising wages, is another positive for consumer spending. Other sources of growth for the U.S. economy in 2018 will be the global economic expansion and the housing market, although trade restrictions are a growing downside risk to the forecast. Although inflation slowed in 2017, it should pick up as the labor market continues to tighten. Short-term interest rates and bond yields are expected to rise throughout 2018; after the Federal Open Market Committee raised the federal funds rate in June, our baseline forecast is for one additional rate hike in September 2018, pushing the rate to a range of 2.00 to 2.25% by the end of the year. Longer-term rates are also expected to increase as the Federal Reserve slowly reduces the size of its balance sheet and the federal government borrows more. Long-term rates will rise more slowly than short-term rates, so we anticipate that the yield curve will flatten but not invert.

- Our ability to take certain capital actions, including returning capital to shareholders, is subject to review by the Federal Reserve Board as part of our comprehensive capital plan for the applicable period in connection with the Federal Reserve Board's CCAR process and to the acceptance of such capital plan and non-objection to such capital actions by the Federal Reserve Board.
- Our regulatory capital ratios in the future will depend on, among other things, the company's financial performance, the scope and terms of final capital regulations then in effect (particularly those implementing the international regulatory capital framework developed by the Basel Committee on Banking Supervision (Basel Committee), and management actions affecting the composition of our balance sheet. In addition, our ability to determine, evaluate and forecast regulatory capital ratios, and to take actions (such as capital distributions) based on actual or forecasted capital ratios, will be dependent at least in part on the development, validation and regulatory approval of related models.
- Legal and regulatory developments could have an impact on our ability to operate our businesses, financial condition, results of operations, competitive position, reputation, or pursuit of attractive acquisition opportunities. Reputational impacts could affect matters such as business generation and retention, liquidity, funding, and ability to attract and retain management. These developments could include:
 - Changes resulting from legislative and regulatory reforms, including changes affecting oversight of the financial services industry, consumer protection, pension, bankruptcy and other industry aspects, and changes in accounting policies and principles.
 - Changes to regulations governing bank capital and liquidity standards.
 - Unfavorable resolution of legal proceedings or other claims and regulatory and other governmental investigations or other inquiries. These matters may result in monetary judgments or settlements or other remedies, including fines, penalties, restitution or alterations in our business practices, and in additional expenses and collateral costs, and may cause reputational harm to us.
 - Results of the regulatory examination and supervision process, including our failure to satisfy requirements of agreements with governmental agencies.
 - Impact on business and operating results of any costs associated with obtaining rights in intellectual property claimed by others and of adequacy of our intellectual property protection in general.
- Business and operating results are affected by our ability to identify and effectively manage risks inherent in our businesses, including, where appropriate, through effective use of systems and controls, third-party insurance, derivatives, and capital management techniques, and to meet evolving regulatory capital and liquidity standards.
- Business and operating results also include impacts relating to our equity interest in BlackRock, Inc. and rely to a significant extent on information provided to us by BlackRock. Risks and uncertainties that could affect BlackRock are discussed in more detail by BlackRock in its SEC filings.
- We grow our business in part through acquisitions. Acquisition risks and uncertainties include those presented by the nature of the business acquired, including in some cases those associated with our entry into new businesses or new geographic or other markets and risks resulting from our inexperience in those new areas, as well as risks and uncertainties related to the acquisition transactions themselves, regulatory issues, and the integration of the acquired businesses into PNC after closing.
- Competition can have an impact on customer acquisition, growth and retention and on credit spreads and product pricing, which can affect market share, deposits and revenues. Our ability to anticipate and respond to technological changes can also impact our ability to respond to customer needs and meet competitive demands.
- Business and operating results can also be affected by widespread natural and other disasters, pandemics, dislocations, terrorist activities, system failures, security breaches, cyberattacks or international hostilities through impacts on the economy and financial markets generally or on us or our counterparties specifically.

We provide greater detail regarding these as well as other factors in our 2017 Form 10-K, our First Quarter 2018 Form 10-Q, and elsewhere in this Report, including in the Risk Factors and Risk Management sections and the Legal Proceedings and Commitments Notes of the Notes To Consolidated Financial Statements in those reports. Our forward-looking statements may also be subject to other risks and uncertainties, including those discussed elsewhere in this Report or in our other filings with the SEC.

CONSOLIDATED INCOME STATEMENT
THE PNC FINANCIAL SERVICES GROUP, INC.

Unaudited	Three months ended June 30		Six months ended June 30	
In millions, except per share data	2018	2017	2018	2017
Interest Income				
Loans	\$ 2,345	\$ 2,040	\$ 4,573	\$ 3,944
Investment securities	557	495	1,069	988
Other	180	139	358	262
Total interest income	3,082	2,674	6,000	5,194
Interest Expense				
Deposits	261	143	474	263
Borrowed funds	408	273	752	513
Total interest expense	669	416	1,226	776
Net interest income	2,413	2,258	4,774	4,418
Noninterest Income				
Asset management	456	398	911	801
Consumer services	381	360	738	692
Corporate services	487	466	916	880
Residential mortgage	84	104	181	217
Service charges on deposits	169	170	336	331
Other	334	304	579	605
Total noninterest income	1,911	1,802	3,661	3,526
Total revenue	4,324	4,060	8,435	7,944
Provision For Credit Losses	80	98	172	186
Noninterest Expense				
Personnel	1,356	1,276	2,710	2,533
Occupancy	203	202	421	424
Equipment	281	281	554	532
Marketing	75	67	130	122
Other	669	653	1,296	1,270
Total noninterest expense	2,584	2,479	5,111	4,881
Income before income taxes and noncontrolling interests	1,660	1,483	3,152	2,877
Income taxes	304	386	557	706
Net income	1,356	1,097	2,595	2,171
Less: Net income attributable to noncontrolling interests	10	10	20	27
Preferred stock dividends	55	55	118	118
Preferred stock discount accretion and redemptions	1	2	2	23
Net income attributable to common shareholders	\$ 1,290	\$ 1,030	\$ 2,455	\$ 2,003
Earnings Per Common Share				
Basic	\$ 2.74	\$ 2.12	\$ 5.19	\$ 4.10
Diluted	\$ 2.72	\$ 2.10	\$ 5.15	\$ 4.05
Average Common Shares Outstanding				
Basic	469	484	471	486
Diluted	472	488	474	491

See accompanying Notes To Consolidated Financial Statements.

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
THE PNC FINANCIAL SERVICES GROUP, INC.

Unaudited In millions	Three months ended June 30		Six months ended June 30	
	2018	2017	2018	2017
Net income	\$ 1,356	\$ 1,097	\$ 2,595	\$ 2,171
Other comprehensive income (loss), before tax and net of reclassifications into Net income:				
Net unrealized gains (losses) on non-OTTI securities	(155)	151	(801)	220
Net unrealized gains (losses) on OTTI securities	3	62	17	97
Net unrealized gains (losses) on cash flow hedge derivatives	(113)	(10)	(306)	(87)
Pension and other postretirement benefit plan adjustments	6	45	69	(17)
Other	(35)	22	(8)	26
Other comprehensive income (loss), before tax and net of reclassifications into Net income	(294)	270	(1,029)	239
Income tax benefit (expense) related to items of other comprehensive income	53	(89)	231	(72)
Other comprehensive income (loss), after tax and net of reclassifications into Net income	(241)	181	(798)	167
Comprehensive income	1,115	1,278	1,797	2,338
Less: Comprehensive income (loss) attributable to noncontrolling interests	10	10	20	27
Comprehensive income attributable to PNC	\$ 1,105	\$ 1,268	\$ 1,777	\$ 2,311

See accompanying Notes To Consolidated Financial Statements.

CONSOLIDATED BALANCE SHEET
THE PNC FINANCIAL SERVICES GROUP, INC.

Unaudited In millions, except par value	June 30 2018	December 31 2017
Assets		
Cash and due from banks	\$ 5,425	\$ 5,249
Interest-earning deposits with banks	21,972	28,595
Loans held for sale (a)	1,325	2,655
Investment securities – available for sale	60,275	57,618
Investment securities – held to maturity	19,850	18,513
Loans (a)	222,855	220,458
Allowance for loan and lease losses	(2,581)	(2,611)
Net loans	220,274	217,847
Equity investments (b)	12,430	11,392
Mortgage servicing rights	2,045	1,832
Goodwill	9,218	9,173
Other (a)	27,897	27,894
Total assets	\$ 380,711	\$ 380,768
Liabilities		
Deposits		
Noninterest-bearing	\$ 79,047	\$ 79,864
Interest-bearing	185,838	185,189
Total deposits	264,885	265,053
Borrowed funds		
Federal Home Loan Bank borrowings	22,036	21,037
Bank notes and senior debt	27,596	28,062
Subordinated debt	4,781	5,200
Other (c)	4,809	4,789
Total borrowed funds	59,222	59,088
Allowance for unfunded loan commitments and letters of credit	289	297
Accrued expenses and other liabilities	9,340	8,745
Total liabilities	333,736	333,183
Equity		
Preferred stock (d)		
Common stock (\$5 par value, Authorized 800 shares, issued 542 shares)	2,710	2,710
Capital surplus	16,250	16,374
Retained earnings	37,201	35,481
Accumulated other comprehensive income (loss)	(940)	(148)
Common stock held in treasury at cost: 77 and 69 shares	(8,317)	(6,904)
Total shareholders' equity	46,904	47,513
Noncontrolling interests	71	72
Total equity	46,975	47,585
Total liabilities and equity	\$ 380,711	\$ 380,768

(a) Our consolidated assets included the following for which we have elected the fair value option: Loans held for sale of \$1.2 billion, Loans of \$.8 billion and Other assets of \$.2 billion at June 30, 2018 and Loans held for sale of \$1.7 billion, Loans of \$.9 billion and Other assets of \$.3 billion at December 31, 2017.

(b) Amounts include our equity interest in BlackRock. Effective for the first quarter of 2018, \$.6 billion of trading and available for sale securities, primarily money market funds, were reclassified to Equity investments on January 1, 2018 in accordance with the adoption of Accounting Standards Update 2016-01, Financial Instruments - Overall: *Recognition and Measurement of Financial Assets and Financial Liabilities*.

(c) Our consolidated liabilities at both June 30, 2018 and December 31, 2017 included Other borrowed funds of \$.1 billion for which we have elected the fair value option.

(d) Par value less than \$.5 million at each date.

See accompanying Notes To Consolidated Financial Statements.

CONSOLIDATED STATEMENT OF CASH FLOWS

THE PNC FINANCIAL SERVICES GROUP, INC.

Unaudited In millions	Six months ended June 30	
	2018	2017
Operating Activities		
Net income	\$ 2,595	\$ 2,171
Adjustments to reconcile net income to net cash provided (used) by operating activities		
Provision for credit losses	172	186
Depreciation and amortization	567	568
Deferred income taxes	167	80
Changes in fair value of mortgage servicing rights	(76)	153
Undistributed earnings of BlackRock	(268)	(198)
Net change in		
Trading securities and other short-term investments	161	(1,076)
Loans held for sale	1,322	450
Other assets	(1,708)	451
Accrued expenses and other liabilities	1,563	(364)
Other	44	(201)
Net cash provided (used) by operating activities	\$ 4,539	\$ 2,220
Investing Activities		
Sales		
Securities available for sale	\$ 5,189	\$ 3,504
Loans	761	776
Repayments/maturities		
Securities available for sale	4,478	5,389
Securities held to maturity	1,254	1,269
Purchases		
Securities available for sale	(13,776)	(6,634)
Securities held to maturity	(2,663)	(2,788)
Loans	(299)	(315)
Net change in		
Federal funds sold and resale agreements	434	(353)
Interest-earning deposits with banks	6,623	3,229
Loans	(3,472)	(7,080)
Net cash paid for acquisition		(1,323)
Other	(988)	(443)
Net cash provided (used) by investing activities	\$ (2,459)	\$ (4,769)

(continued on following page)

CONSOLIDATED STATEMENT OF CASH FLOWS

THE PNC FINANCIAL SERVICES GROUP, INC.

(continued from previous page)

Unaudited In millions	Six Months Ended June 30	
	2018	2017
Financing Activities		
Net change in		
Noninterest-bearing deposits	\$ (862)	\$ (663)
Interest-bearing deposits	649	2,692
Federal funds purchased and repurchase agreements	511	440
Federal Home Loan Bank borrowings	2,500	
Commercial paper	(100)	
Other borrowed funds	(225)	485
Sales/issuances		
Federal Home Loan Bank borrowings	1,500	6,000
Bank notes and senior debt	2,738	4,063
Other borrowed funds	256	162
Common and treasury stock	40	68
Repayments/maturities		
Federal Home Loan Bank borrowings	(3,001)	(4,510)
Bank notes and senior debt	(2,850)	(1,000)
Subordinated debt	(324)	(1,908)
Other borrowed funds	(264)	(88)
Redemption of noncontrolling interests		(1,000)
Acquisition of treasury stock	(1,641)	(1,374)
Preferred stock cash dividends paid	(118)	(118)
Common stock cash dividends paid	(713)	(540)
Net cash provided (used) by financing activities	\$ (1,904)	\$ 2,709
Net Increase (Decrease) In Cash And Due From Banks		
	176	160
Cash and due from banks at beginning of period	5,249	4,879
Cash and due from banks at end of period	\$ 5,425	\$ 5,039
Supplemental Disclosures		
Interest paid	\$ 1,182	\$ 793
Income taxes paid	\$ 102	\$ 30
Income taxes refunded	\$ 461	\$ 11
Non-cash Investing and Financing Items		
Transfer from loans to loans held for sale, net	\$ 294	\$ 233
Transfer from loans to foreclosed assets	\$ 100	\$ 112

See accompanying Notes To Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

THE PNC FINANCIAL SERVICES GROUP, INC.

Unaudited

BUSINESS

The PNC Financial Services Group, Inc. (PNC) is one of the largest diversified financial services companies in the United States and is headquartered in Pittsburgh, Pennsylvania.

We have businesses engaged in retail banking, including residential mortgage, corporate and institutional banking and asset management, providing many of our products and services nationally. Our primary geographic markets are located in the Mid-Atlantic, Midwest and Southeast. We also provide certain products and services internationally.

NOTE 1 ACCOUNTING POLICIES

Basis of Financial Statement Presentation

Our consolidated financial statements include the accounts of the parent company and its subsidiaries, most of which are wholly-owned, certain partnership interests and variable interest entities.

We prepared these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). We have eliminated intercompany accounts and transactions. We have also reclassified certain prior year amounts to conform to the current period presentation, which did not have a material impact on our consolidated financial condition or results of operations.

In our opinion, the unaudited interim consolidated financial statements reflect all normal, recurring adjustments needed to present fairly our results for the interim periods. The results of operations for interim periods are not necessarily indicative of the results that may be expected for the full year or any other interim period.

We have also considered the impact of subsequent events on these consolidated financial statements.

When preparing these unaudited interim consolidated financial statements, we have assumed that you have read the audited consolidated financial statements included in our 2017 Form 10-K. Reference is made to Note 1 Accounting Policies in our 2017 Form 10-K for a detailed description of significant accounting policies. There have been no significant changes to our accounting policies as disclosed in our 2017 Form 10-K, except for those accounting policies included in this Note 1 as a result of the adoption of new accounting standards that were effective in the first quarter of 2018. See our first quarter 2018 Quarterly Report on Form 10-Q (First Quarter 2018 Form 10-Q) for more detail on these new accounting standards. These interim consolidated financial statements serve to update our 2017 Form 10-K and may not include all information and Notes necessary to constitute a complete set of financial statements.

Use of Estimates

We prepared these consolidated financial statements using financial information available at the time of preparation, which requires us to make estimates and assumptions that affect the amounts reported. Our most significant estimates pertain to our fair value measurements and allowances for loan and lease losses and unfunded loan commitments and letters of credit. Actual results may differ from the estimates and the differences may be material to the consolidated financial statements.

Revenue Recognition

We earn interest and noninterest income from various sources, including:

- Lending,
- Securities portfolio,
- Asset management,
- Customer deposits,
- Loan sales, loan securitizations, and servicing,
- Brokerage services,
- Sale of securities,
- Certain private equity activities, and
- Securities, derivatives and foreign exchange activities.

In addition, we earn fees and commissions from:

- Issuing loan commitments, standby letters of credit and financial guarantees,
- Deposit account services,
- Merchant services,
- Selling various insurance products,
- Providing treasury management services,
- Providing merger and acquisition advisory and related services
- Debit and credit card transactions, and
- Participating in certain capital markets transactions.

Our Asset management noninterest income also includes our share of the earnings of BlackRock recognized under the equity method of accounting.

We record private equity income or loss based on changes in the valuation of the underlying investments or when we dispose of our interest.

We recognize gain/(loss) on changes in the fair value of certain financial instruments where we have elected the fair value option. These financial instruments include certain commercial and residential mortgage loans originated for sale, certain residential mortgage portfolio loans, resale agreements and our investment in BlackRock Series C preferred stock. We also recognize gain/(loss) on changes in the fair value of residential and commercial mortgage servicing rights (MSRs).

We recognize revenue from servicing residential mortgages, commercial mortgages and other consumer loans as earned based on the specific contractual terms. These revenues are reported on the Consolidated Income Statement in the line items Residential mortgage, Corporate services and Consumer services. We recognize revenue from securities, derivatives and foreign exchange customer-related trading, as well as securities underwriting activities, as these transactions occur or as services are provided. We generally recognize gains from the sale of loans upon receipt of cash. Mortgage revenue recognized is reported net of mortgage repurchase reserves.

For the fee-based revenue within the scope of ASC Topic 606 - *Revenue from Contracts with Customers* (Topic 606), revenue is recognized when or as those services are transferred to the customer. See Note 15 Fee-based Revenue from Contracts with Customers for additional information related to revenue within the scope of Topic 606.

Equity Securities and Partnership Interests

We account for equity securities and equity investments other than BlackRock and private equity investments under one of the following methods:

- Equity securities that have a readily determinable fair value are included in Equity investments on our Consolidated Balance Sheet. Both realized and unrealized gains and losses are included in Noninterest income. Dividend income on these equity securities is included in Other interest income on our consolidated income statement.
- For investments in limited partnerships, limited liability companies and other investments that are not required to be consolidated, we use either the equity method of accounting or the practicability exception to fair value. We use the equity method for general and limited partner ownership interests and limited liability companies in which we are considered to have significant influence over the operations of the investee. Under the equity method, we record our equity ownership share of net income or loss of the investee in Noninterest income and any dividends received on equity method investments are recorded as a reduction to the investment balance. When an equity investment experiences an other-than-temporary decline in value, we may be required to record a loss on the investment.
- We generally use the practicability exception to fair value for all other investments. When we elect this alternative measurement method, the carrying value is adjusted for impairment, if any, plus or minus changes in value resulting from observable price changes in orderly transactions for identical or similar instruments of the same issuer. These investments are written down to fair value if a qualitative assessment indicates impairment and the fair value is less than the carrying value. The amount of the write-down is accounted for as a loss included in Noninterest income. Distributions received on these investments are included in Noninterest income.

Investments described above are included in Equity investments on our Consolidated Balance Sheet.

See Note 1 Accounting Policies of our 2017 Form 10-K for a discussion on our accounting for our investment in BlackRock and private equity investments.

Derivative Instruments and Hedging Activities

We use a variety of financial derivatives as part of our overall asset and liability risk management process to help manage exposure to interest rate, market and credit risk inherent in our business activities. Interest rate and total return swaps, swaptions, interest rate caps

and floors, options, forwards, and futures contracts are the primary instruments we use for risk management. Financial derivatives involve, to varying degrees, interest rate, market and credit risk. We manage these risks as part of our asset and liability management process and through credit policies and procedures.

We recognize all derivative instruments at fair value as either Other assets or Other liabilities on the Consolidated Balance Sheet and the related cash flows in the Operating Activities section of the Consolidated Statement of Cash Flows. Adjustments for counterparty credit risk are included in the determination of fair value. The accounting for changes in the fair value of a derivative instrument depends on whether it has been designated and qualifies as part of a cash flow or net investment hedging relationship. For all other derivatives, changes in fair value are recognized in earnings.

We utilize a net presentation for derivative instruments on the Consolidated Balance Sheet taking into consideration the effects of legally enforceable master netting agreements. Cash collateral exchanged with counterparties is also netted against the applicable derivative exposures by offsetting obligations to return, or general rights to reclaim, cash collateral against the fair values of the net derivatives being collateralized.

For those derivative instruments that are designated and qualify as accounting hedges, we designate the hedging instrument, based on the exposure being hedged, as a fair value hedge, a cash flow hedge or a hedge of the net investment in a foreign operation.

We formally document the relationship between the hedging instruments and hedged items, as well as the risk management objective and strategy, before undertaking an accounting hedge. To qualify for hedge accounting, the derivatives and related hedged items must be designated as a hedge at inception of the hedge relationship. In addition, a derivative must be highly effective at reducing the risk associated with the exposure being hedged. For accounting hedge relationships, we formally assess, both at the inception of the hedge and on an ongoing basis, if the derivatives are highly effective in offsetting designated changes in the fair value or cash flows of the hedged item. If it is determined that the derivative instrument is not highly effective, hedge accounting is discontinued. We assess effectiveness using statistical regression analysis. Where the critical terms of the derivative and hedged item match, effectiveness may be assessed qualitatively.

For derivatives that are designated as fair value hedges (*i.e.*, hedging the exposure to changes in the fair value of an asset or a liability attributable to a particular risk, such as changes in LIBOR), changes in the fair value of the hedging instrument are recognized in earnings and offset by also recognizing in earnings the changes in the fair value of the hedged item attributable to the hedged risk. To the extent the change in fair value of the derivative does not offset the change in fair value of the hedged item, the difference is reflected in the Consolidated Income Statement in the same income statement line as the hedged item.

For derivatives designated as cash flow hedges (*i.e.*, hedging the exposure to variability in expected future cash flows), the gain or loss on derivatives is reported as a component of Accumulated other comprehensive income (AOCI) and subsequently reclassified to income in the same period or periods during which the hedged cash flows affect earnings and recorded in the same income statement line item as the hedged cash flows. For derivatives designated as a hedge of net investment in a foreign operation, the gain or loss on the derivatives are reported as a component of AOCI.

We discontinue hedge accounting when it is determined that the derivative no longer qualifies as an effective hedge; the derivative expires or is sold, terminated or exercised; or the derivative is de-designated as a fair value or cash flow hedge or, for a cash flow hedge, it is no longer probable that the forecasted transaction will occur by the end of the originally specified time period.

We purchase or originate financial instruments that contain an embedded derivative. For financial instruments not measured at fair value with changes in fair value reported in earnings, we assess, at inception of the transaction, if the economic characteristics of the embedded derivative are clearly and closely related to the economic characteristics of the host contract and whether a separate instrument with the same terms as the embedded derivative would be a derivative. If the embedded derivative is not clearly and closely related to the host contract and meets the definition of a derivative, the embedded derivative is recorded separately from the host contract with changes in fair value recorded in earnings, unless we elect to account for the hybrid instrument at fair value.

We have elected, on an instrument-by-instrument basis, fair value measurement for certain financial instruments with embedded derivatives.

We enter into commitments to originate residential and commercial mortgage loans for sale. We also enter into commitments to purchase or sell commercial and residential real estate loans. These commitments are accounted for as free-standing derivatives which are recorded at fair value in Other assets or Other liabilities on the Consolidated Balance Sheet. Any gain or loss from the change in fair value after the inception of the commitment is recognized in Noninterest income.

Recently Adopted Accounting Standards

We did not adopt any new accounting standards that had a significant impact during the second quarter of 2018.

NOTE 2 LOAN SALE AND SERVICING ACTIVITIES AND VARIABLE INTEREST ENTITIES

Loan Sale and Servicing Activities

As more fully described in Note 2 Loan Sale and Servicing Activities and Variable Interest Entities in our 2017 Form 10-K, we have transferred residential and commercial mortgage loans in securitization or sales transactions in which we have continuing involvement. Our continuing involvement generally consists of servicing, repurchasing previously transferred loans under certain conditions and loss share arrangements, and, in limited circumstances, holding of mortgage-backed securities issued by the securitization special purpose entities (SPEs).

We earn servicing and other ancillary fees for our role as servicer and, depending on the contractual terms of the servicing arrangement, we can be terminated as servicer with or without cause. At the consummation date of each type of loan transfer where we retain the servicing, we recognize a servicing right at fair value. See Note 7 Goodwill and Mortgage Servicing Rights for information on our servicing rights, including the carrying value of servicing assets.

The following table provides cash flows associated with our loan sale and servicing activities.

Table 35: Cash Flows Associated with Loan Sale and Servicing Activities

In millions	Residential Mortgages	Commercial Mortgages (a)
Cash Flows - Three months ended June 30, 2018		
Sales of loans (b)	\$ 1,051	\$ 458
Repurchases of previously transferred loans (c)	\$ 77	
Servicing fees (d)	\$ 89	\$ 35
Servicing advances recovered/(funded), net	\$ 39	\$ (12)
Cash flows on mortgage-backed securities held (e)	\$ 449	\$ 28
Cash Flows - Three months ended June 30, 2017		
Sales of loans (b)	\$ 1,323	\$ 742
Repurchases of previously transferred loans (c)	\$ 97	
Servicing fees (d)	\$ 92	\$ 30
Servicing advances recovered/(funded), net	\$ 42	\$ (5)
Cash flows on mortgage-backed securities held (e)	\$ 345	\$ 54
Cash Flows - Six months ended June 30, 2018		
Sales of loans (b)	\$ 2,244	\$ 1,660
Repurchases of previously transferred loans (c)	\$ 196	
Servicing fees (d)	\$ 181	\$ 66
Servicing advances recovered/(funded), net	\$ 43	\$ 5
Cash flows on mortgage-backed securities held (e)	\$ 871	\$ 49
Cash Flows - Six months ended June 30, 2017		
Sales of loans (b)	\$ 2,917	\$ 2,359
Repurchases of previously transferred loans (c)	\$ 228	
Servicing fees (d)	\$ 186	\$ 63
Servicing advances recovered/(funded), net	\$ 84	\$ 26
Cash flows on mortgage-backed securities held (e)	\$ 694	\$ 183

(a) Represents cash flow information associated with both commercial mortgage loan transfers and servicing activities.

(b) Gains/losses recognized on sales of loans were insignificant for the periods presented.

(c) Includes residential mortgage government insured or guaranteed loans eligible for repurchase through the exercise of our removal of account provision option and loans repurchased due to alleged breaches of origination covenants or representations and warranties made to purchasers.

(d) Includes contractually specified servicing fees, late charges and ancillary fees.

(e) Represents cash flows on securities where we transferred to and/or service loans for a securitization SPE and we hold securities issued by that SPE. The carrying values of such securities held were \$12.4 billion, \$8.8 billion, and \$7.2 billion in residential mortgage-backed securities and \$.7 billion, \$.6 billion, and \$.7 billion in commercial mortgage-backed securities at June 30, 2018, December 31, 2017, and June 30, 2017, respectively.

Table 36 presents information about the principal balances of transferred loans that we service and are not recorded on our Consolidated Balance Sheet. We would only experience a loss on these transferred loans if we were required to repurchase a loan, where the repurchase price exceeded the loan's fair value, due to a breach in representations and warranties or a loss sharing arrangement associated with our continuing involvement with these loans. The estimate of losses related to breaches in representations and warranties was insignificant at June 30, 2018.

Table 36: Principal Balance, Delinquent Loans and Net Charge-offs Related to Serviced Loans For Others

In millions	Residential Mortgages	Commercial Mortgages (a)
June 30, 2018		
Total principal balance	\$ 56,042	\$ 51,042
Delinquent loans (b)	\$ 695	\$ 279
December 31, 2017		
Total principal balance	\$ 58,320	\$ 49,116
Delinquent loans (b)	\$ 899	\$ 355
Three months ended June 30, 2018		
Net charge-offs (c)	\$ 13	\$ 22
Three months ended June 30, 2017		
Net charge-offs (c)	\$ 24	\$ 56
Six months ended June 30, 2018		
Net charge-offs (c)	\$ 25	\$ 52
Six months ended June 30, 2017		
Net charge-offs (c)	\$ 49	\$ 411

(a) Represents information at the securitization level in which we have sold loans and we are the servicer for the securitization.

(b) Serviced delinquent loans are 90 days or more past due or are in process of foreclosure.

(c) Net charge-offs for Residential mortgages represent credit losses less recoveries distributed and as reported to investors during the period. Net charge-offs for Commercial mortgages represent credit losses less recoveries distributed and as reported by the trustee for commercial mortgage backed securitizations. Realized losses for Agency securitizations are not reflected as we do not manage the underlying real estate upon foreclosure and, as such, do not have access to loss information.

Variable Interest Entities (VIEs)

As discussed in Note 2 Loan Sale and Servicing Activities and Variable Interest Entities in our 2017 Form 10-K, we are involved with various entities in the normal course of business that are deemed to be VIEs.

The following table provides a summary of non-consolidated VIEs with which we have significant continuing involvement but are not the primary beneficiary. We have excluded certain transactions with non-consolidated VIEs from the balances presented in Table 37 where we have determined that our continuing involvement is not significant. We do not consider our continuing involvement to be significant when it relates to a VIE where we only invest in securities issued by the VIE and were not involved in the design of the VIE or where no transfers have occurred between us and the VIE. In addition, where we only have lending arrangements in the normal course of business with entities that could be VIEs, we have excluded these transactions with non-consolidated entities from the balances presented in Table 37. These loans are included as part of the asset quality disclosures that we make in Note 3 Asset Quality.

Table 37: Non-Consolidated VIEs

In millions	PNC Risk of Loss (a)	Carrying Value of Assets Owned by PNC	Carrying Value of Liabilities Owned by PNC
June 30, 2018			
Mortgage-Backed Securitizations (b)	\$ 13,476	\$ 13,476 (c)	
Tax Credit Investments and Other	3,025	3,001 (d)	\$ 841 (e)
Total	\$ 16,501	\$ 16,477	\$ 841
December 31, 2017			
Mortgage-Backed Securitizations (b)	\$ 9,738	\$ 9,738 (c)	
Tax Credit Investments and Other	3,069	3,001 (d)	\$ 858 (e)
Total	\$ 12,807	\$ 12,739	\$ 858

(a) This represents loans, investments and other assets related to non-consolidated VIEs, net of collateral (if applicable). The risk of loss excludes any potential tax recapture associated with tax credit investments.

(b) Amounts reflect involvement with securitization SPEs where we transferred to and/or service loans for an SPE and we hold securities issued by that SPE. Values disclosed in the PNC Risk of Loss column represent our maximum exposure to loss for those securities' holdings.

(c) Included in Investment securities, Mortgage servicing rights and Other assets on our Consolidated Balance Sheet.

(d) Included in Investment securities, Loans, Equity investments and Other assets on our Consolidated Balance Sheet.

(e) Included in Total deposits and Other liabilities on our Consolidated Balance Sheet.

We make certain equity investments in various tax credit limited partnerships or limited liability companies (LLCs). The purpose of these investments is to achieve a satisfactory return on capital and to assist us in achieving goals associated with the Community Reinvestment Act. During the six months ended June 30, 2018, we recognized \$112 million of amortization, \$119 million of tax credits, and \$26 million of other tax benefits associated with qualified investments in low income housing tax credits within Income taxes. The amounts for the second quarter of 2018 were \$56 million, \$59 million and \$13 million, respectively.

NOTE 3 ASSET QUALITY

We closely monitor economic conditions and loan performance trends to manage and evaluate our exposure to credit risk. Trends in delinquency rates may be a key indicator, among other considerations, of credit risk within the loan portfolios. The measurement of delinquency status is based on the contractual terms of each loan. Loans that are 30 days or more past due in terms of payment are considered delinquent.

Nonperforming assets include nonperforming loans and leases, OREO, foreclosed and other assets. Nonperforming loans are those loans accounted for at amortized cost whose credit quality has deteriorated to the extent that full collection of contractual principal and interest is not probable. Interest income is not recognized on these loans. Loans accounted for under the fair value option are reported as performing loans as these loans are accounted for at fair value. However, when nonaccrual criteria is met, interest income is not recognized on these loans. Additionally, certain government insured or guaranteed loans for which we expect to collect substantially all principal and interest are not reported as nonperforming loans and continue to accrue interest. Purchased impaired loans are excluded from nonperforming loans as we are currently accreting interest income over the expected life of the loans.

See Note 1 Accounting Policies in our 2017 Form 10-K for additional information on our loan related policies.

The following tables display the delinquency status of our loans and our nonperforming assets at June 30, 2018 and December 31, 2017, respectively.

Table 38: Analysis of Loan Portfolio (a)

Dollars in millions	Accruing					Total Past Due	Nonperforming Loans	Fair Value Option Nonaccrual Loans (c)	Purchased Impaired Loans	Total Loans (d)
	Current or Less Than 30 Days Past Due	30-59 Days Past Due	60-89 Days Past Due	90 Days Or More Past Due						
June 30, 2018										
Commercial Lending										
Commercial	\$ 112,872	\$ 57	\$ 41	\$ 59	\$ 157	\$ 338			\$ 113,367	
Commercial real estate	28,855	18	2		20	71			28,946	
Equipment lease financing	7,299	12	7		19	5			7,323	
Total commercial lending	149,026	87	50	59	196	414			149,636	
Consumer Lending										
Home equity	25,475	97	40		137	821		\$ 786	27,219	
Residential real estate	15,268	129	66	353	548 (b)	381	\$ 183	1,425	17,805	
Credit card	5,715	40	24	44	108	7			5,830	
Other consumer										
Automobile	13,696	82	20	7	109	87			13,892	
Education and other	8,201	84	56	123	263 (b)	9			8,473	
Total consumer lending	68,355	432	206	527	1,165	1,305	183	2,211	73,219	
Total	\$ 217,381	\$ 519	\$ 256	\$ 586	\$ 1,361	\$ 1,719	\$ 183	\$ 2,211	\$ 222,855	
Percentage of total loans	97.55%	.23%	.11%	.26%	.61%	.77%	.08%	.99%	100.00%	
December 31, 2017										
Commercial Lending										
Commercial	\$ 109,989	\$ 45	\$ 25	\$ 39	\$ 109	\$ 429			\$ 110,527	
Commercial real estate	28,826	27	2		29	123			28,978	
Equipment lease financing	7,914	17	1		18	2			7,934	
Total commercial lending	146,729	89	28	39	156	554			147,439	
Consumer Lending										
Home equity	26,561	78	26		104	818		\$ 881	28,364	
Residential real estate	14,389	151	74	486	711 (b)	400	\$ 197	1,515	17,212	
Credit card	5,579	43	26	45	114	6			5,699	
Other consumer										
Automobile	12,697	79	20	8	107	76			12,880	
Education and other	8,525	105	64	159	328 (b)	11			8,864	
Total consumer lending	67,751	456	210	698	1,364	1,311	197	2,396	73,019	
Total	\$ 214,480	\$ 545	\$ 238	\$ 737	\$ 1,520	\$ 1,865	\$ 197	\$ 2,396	\$ 220,458	
Percentage of total loans	97.29%	.25%	.11%	.33%	.69%	.85%	.09%	1.08%	100.00%	

(a) Amounts in table represent recorded investment and exclude loans held for sale. Recorded investment in a loan includes the unpaid principal balance plus net accounting adjustments, less any charge-offs. Recorded investment does not include any associated valuation allowance.

(b) Past due loan amounts exclude purchased impaired loans, even if contractually past due (or if we do not expect to receive payment in full based on the original contractual terms), as we are currently accreting interest income over the expected life of the loans. Past due loan amounts include government insured or guaranteed Residential real estate mortgages totaling \$5 billion and \$6 billion at June 30, 2018 and December 31, 2017, respectively, and Education and other consumer loans totaling \$2 billion and \$3 billion at June 30, 2018 and December 31, 2017, respectively.

(c) Consumer loans accounted for under the fair value option for which we do not expect to collect substantially all principal and interest are subject to nonaccrual accounting and classification upon meeting any of our nonaccrual policies. Given that these loans are not accounted for at amortized cost, these loans have been excluded from the nonperforming loan population.

(d) Net of unearned income, net deferred loan fees, unamortized discounts and premiums, and purchase discounts and premiums totaling \$ 1.2 billion at both June 30, 2018 and December 31, 2017.

At June 30, 2018, we pledged \$19.7 billion of commercial loans to the Federal Reserve Bank and \$63.0 billion of residential real estate and other loans to the Federal Home Loan Bank as collateral for the ability to borrow, if necessary. The comparable amounts at December 31, 2017 were \$18.7 billion and \$62.8 billion, respectively.

Table 39: Nonperforming Assets

Dollars in millions	June 30 2018	December 31 2017
Nonperforming loans		
Total commercial lending	\$ 414	\$ 554
Total consumer lending (a)	1,305	1,311
Total nonperforming loans	1,719	1,865
OREO, foreclosed and other assets	135	170
Total nonperforming assets	\$ 1,854	\$ 2,035
Nonperforming loans to total loans	.77 %	.85 %
Nonperforming assets to total loans, OREO, foreclosed and other assets	.83 %	.92 %
Nonperforming assets to total assets	.49 %	.53 %

(a) Excludes most consumer loans and lines of credit not secured by residential real estate, which are charged off after 120 to 180 days past due and are not placed on nonperforming status.

Nonperforming loans also include certain loans whose terms have been restructured in a manner that grants a concession to a borrower experiencing financial difficulties. In accordance with applicable accounting guidance, these loans are considered troubled debt restructurings (TDRs). See Note 1 Accounting Policies in our 2017 Form 10-K and the TDR section of this Note 3.

Total nonperforming loans in Table 39 include TDRs of \$.9 billion at June 30, 2018 and \$1.0 billion at December 31, 2017. TDRs that are performing, including consumer credit card TDR loans, totaled \$1.0 billion at June 30, 2018 and \$1.1 billion at December 31, 2017, and are excluded from nonperforming loans. Nonperforming TDRs are returned to accrual status and classified as performing after demonstrating a period of at least six months of consecutive performance under the restructured terms. Loans where borrowers have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligations to us and loans to borrowers not currently obligated to make both principal and interest payments under the restructured terms are not returned to accrual status. See the TDRs section of this Note 3 for more information on TDRs.

Additional Asset Quality Indicators

We have two overall portfolio segments – Commercial Lending and Consumer Lending. Each of these two segments comprises multiple loan classes. Classes are characterized by similarities in initial measurement, risk attributes and the manner in which we monitor and assess credit risk. The Commercial Lending segment is composed of the commercial, commercial real estate and equipment lease financing loan classes. The Consumer Lending segment is composed of the home equity, residential real estate, credit card and other consumer loan classes.

Commercial Lending Loan Classes

The following table presents asset quality indicators for the Commercial Lending loan classes. See Note 3 Asset Quality in our 2017 Form 10-K for additional information related to our Commercial Lending loan classes, including discussion around the asset quality indicators that we use to monitor and manage the credit risk associated with each loan class.

Table 40: Commercial Lending Asset Quality Indicators (a)

		Criticized Commercial Loans			
In millions	Pass Rated	Special Mention (b)	Substandard (c)	Doubtful (d)	Total Loans
June 30, 2018					
Commercial	\$ 107,584	\$ 2,180	\$ 3,535	\$ 68	\$ 113,367
Commercial real estate	28,523	159	262	2	28,946
Equipment lease financing	7,153	82	85	3	7,323
Total commercial lending	\$ 143,260	\$ 2,421	\$ 3,882	\$ 73	\$ 149,636
December 31, 2017					
Commercial	\$ 105,280	\$ 1,858	\$ 3,331	\$ 58	\$ 110,527
Commercial real estate	28,380	148	435	15	28,978
Equipment lease financing	7,754	77	102	1	7,934
Total commercial lending	\$ 141,414	\$ 2,083	\$ 3,868	\$ 74	\$ 147,439

(a) Loans are classified as “Pass”, “Special Mention”, “Substandard” and “Doubtful” based on the Regulatory Classification definitions. We use probability of default and loss given default to rate commercial loans.

(b) Special Mention rated loans have a potential weakness that deserves management’s close attention. If left uncorrected, these potential weaknesses may result in deterioration of repayment prospects at some future date. These loans do not expose us to sufficient risk to warrant a more adverse classification at the reporting date.

(c) Substandard rated loans have a well-defined weakness or weaknesses that jeopardize the collection or liquidation of debt. They are characterized by the distinct possibility that we will sustain some loss if the deficiencies are not corrected.

(d) Doubtful rated loans possess all the inherent weaknesses of a Substandard rated loan with the additional characteristics that the weakness makes collection or liquidation in full improbable due to existing facts, conditions and values.

Consumer Lending Loan Classes

See Note 3 Asset Quality in our 2017 Form 10-K for additional information related to our Consumer Lending loan classes, including discussion around the asset quality indicators that we use to monitor and manage the credit risk associated with each loan class.

Home Equity and Residential Real Estate Loan Classes

The following table presents asset quality indicators for the home equity and residential real estate loan classes, excluding consumer purchased impaired loans of \$2.2 billion and \$2.4 billion at June 30, 2018 and December 31, 2017, respectively, and government insured or guaranteed residential real estate mortgages of \$7 billion and \$8 billion at June 30, 2018 and December 31, 2017, respectively.

Table 41: Asset Quality Indicators for Home Equity and Residential Real Estate Loans – Excluding Purchased Impaired and Government Insured or Guaranteed Loans(a)

June 30, 2018 - in millions	Home Equity		Residential Real Estate	Total
	1st Liens	2nd Liens		
Current estimated LTV ratios				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 184	\$ 385	\$ 161	\$ 730
Less than or equal to 660 (b)	25	52	24	101
Missing FICO	1	4	2	7
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	333	781	302	1,416
Less than or equal to 660 (b)	47	97	31	175
Missing FICO	2	5	3	10
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	332	863	337	1,532
Less than or equal to 660	44	97	30	171
Missing FICO	2	5	2	9
Less than 90% and updated FICO scores:				
Greater than 660	13,340	7,735	14,145	35,220
Less than or equal to 660	1,157	778	562	2,497
Missing FICO	35	56	97	188
Total home equity and residential real estate loans	\$ 15,502	\$ 10,858	\$ 15,696	\$ 42,056

December 31, 2017 - in millions	Home Equity		Residential Real Estate	Total
	1st Liens	2nd Liens		
Current estimated LTV ratios				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 108	\$ 385	\$ 126	\$ 619
Less than or equal to 660 (b)	21	64	23	108
Missing FICO	1	5	1	7
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	300	842	253	1,395
Less than or equal to 660 (b)	46	143	45	234
Missing FICO	2	9	5	16
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	331	890	324	1,545
Less than or equal to 660	55	134	55	244
Missing FICO	2	9	4	15
Less than 90% and updated FICO scores:				
Greater than 660	13,954	8,066	13,445	35,465
Less than or equal to 660	1,214	774	507	2,495
Missing FICO	42	57	95	194
Total home equity and residential real estate loans	\$ 16,076	\$ 11,378	\$ 14,883	\$ 42,337

(a) Amounts shown represent recorded investment.

(b) Higher risk loans are defined as loans with both an updated FICO score of less than or equal to 660 and an updated LTV greater than or equal to 100%. The following states had the highest percentage of higher risk loans at June 30, 2018: New Jersey 17%, Pennsylvania 17%, Illinois 13%, Ohio 9%, Maryland 7%, Florida 5%, North Carolina 4% and Michigan 4%. The remainder of the states had lower than 4% of the higher risk loans individually, and collectively they represent approximately 24% of the higher risk loans. The following states had the highest percentage of higher risk loans at December 31, 2017: New Jersey 17%, Pennsylvania 13%, Illinois 13%, Ohio 9%, Maryland 8%, Florida 6%, North Carolina 5% and Michigan 4%. The remainder of the states had lower than 4% of the higher risk loans individually, and collectively they represent approximately 25% of the higher risk loans.

Credit Card and Other Consumer Loan Classes

The following table presents asset quality indicators for the credit card and other consumer loan classes.

Table 42: Credit Card and Other Consumer Loan Classes Asset Quality Indicators

Dollars in millions	Credit Card		Other Consumer (a)	
	Amount	% of Total Loans Using FICO Credit Metric	Amount	% of Total Loans Using FICO Credit Metric
June 30, 2018				
FICO score greater than 719	\$ 3,522	61 %	\$ 10,427	60 %
650 to 719	1,633	28 %	4,828	28 %
620 to 649	253	4 %	913	5 %
Less than 620	279	5 %	906	5 %
No FICO score available or required (b)	143	2 %	324	2 %
Total loans using FICO credit metric	5,830	100 %	17,398	100 %
Consumer loans using other internal credit metrics (a)			4,967	
Total loan balance	\$ 5,830		\$ 22,365	
Weighted-average updated FICO score (b)		734		736
December 31, 2017				
FICO score greater than 719	\$ 3,457	61 %	\$ 10,366	63 %
650 to 719	1,596	28 %	4,352	27 %
620 to 649	250	4 %	659	4 %
Less than 620	272	5 %	715	4 %
No FICO score available or required (b)	124	2 %	314	2 %
Total loans using FICO credit metric	5,699	100 %	16,406	100 %
Consumer loans using other internal credit metrics (a)			5,338	
Total loan balance	\$ 5,699		\$ 21,744	
Weighted-average updated FICO score (b)		735		741

(a) We use updated FICO scores as an asset quality indicator for non-government guaranteed or insured education loans, automobile loans and other secured and unsecured lines and loans. We use internal credit metrics, such as delinquency status, geography or other factors, as an asset quality indicator for government guaranteed or insured education loans and consumer loans to high net worth individuals, as internal credit metrics are more relevant than FICO scores for these types of loans.

(b) Credit card loans and other consumer loans with no FICO score available or required generally refers to new accounts issued to borrowers with limited credit history, accounts for which we cannot obtain an updated FICO score (e.g., recent profile changes), cards issued with a business name and/or cards secured by collateral. Management proactively assesses the risk and size of this loan portfolio and, when necessary, takes actions to mitigate the credit risk. Weighted-average updated FICO score excludes accounts with no FICO score available or required.

Troubled Debt Restructurings (TDRs)

Table 43 quantifies the number of loans that were classified as TDRs, as well as the change in the loans' recorded investment as a result of becoming a TDR during the three and six months ended June 30, 2018 and June 30, 2017. Additionally, the table provides information about the types of TDR concessions. See Note 3 Asset Quality in our 2017 Form 10-K for additional discussion of TDRs.

Table 43: Financial Impact and TDRs by Concession Type (a)

During the three months ended June 30, 2018 Dollars in millions	Number of Loans	Pre-TDR Recorded Investment (b)	Post-TDR Recorded Investment (c)			
			Principal Forgiveness	Rate Reduction	Other	Total
Total commercial lending	15	\$ 20	\$ 1	\$ 17	\$ 17	\$ 18
Total consumer lending	2,889	35	1	17	13	31
Total TDRs	2,904	\$ 55	\$ 1	\$ 18	\$ 30	\$ 49
During the three months ended June 30, 2017						
Total commercial lending	33	\$ 177		\$ 156		\$ 156
Total consumer lending	2,975	54	\$ 43	16		59
Total TDRs	3,008	\$ 231	\$ 43	\$ 172		\$ 215

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During the six months ended June 30, 2018 Dollars in millions	Number of Loans	Pre-TDR Recorded Investment (b)	Post-TDR Recorded Investment (c)			
			Principal Forgiveness	Rate Reduction	Other	Total
Total commercial lending	47	\$ 30	\$ 2	\$ 24		\$ 26
Total consumer lending	5,868	84	\$ 1	47	29	77
Total TDRs	5,915	\$ 114	\$ 1	\$ 49	\$ 53	\$ 103
During the six months ended June 30, 2017 Dollars in millions						
Total commercial lending	82	\$ 212	\$ 4	\$ 6	\$ 161	\$ 171
Total consumer lending	5,874	127		80	47	127
Total TDRs	5,956	\$ 339	\$ 4	\$ 86	\$ 208	\$ 298

(a) Impact of partial charge-offs at TDR date are included in this table.

(b) Represents the recorded investment of the loans as of the quarter end prior to TDR designation, and excludes immaterial amounts of accrued interest receivable.

(c) Represents the recorded investment of the TDRs as of the end of the quarter in which the TDR occurs, and excludes immaterial amounts of accrued interest receivable.

After a loan is determined to be a TDR, we continue to track its performance under its most recent restructured terms. We consider a TDR to have subsequently defaulted when it becomes 60 days past due after the most recent date the loan was restructured. The recorded investment of loans that were both (i) classified as TDRs or were subsequently modified during each 12-month period preceding January 1, 2018 and January 1, 2017, respectively, and (ii) subsequently defaulted during the three and six months ended June 30, 2018 totaled \$24 million and \$38 million, respectively. The comparable amounts for the three and six months ended June 30, 2017 totaled \$42 million and \$68 million, respectively.

Impaired Loans

Impaired loans include commercial and consumer nonperforming loans and TDRs, regardless of nonperforming status. TDRs that were previously recorded at amortized cost and are now classified and accounted for as held for sale are also included. Excluded from impaired loans are nonperforming leases, loans accounted for as held for sale other than the TDRs described in the preceding sentence, loans accounted for under the fair value option, smaller balance homogeneous type loans and purchased impaired loans. We did not recognize any interest income on impaired loans that have not returned to performing status, while they were impaired during the six months ended June 30, 2018 and June 30, 2017. Table 44 provides further detail on impaired loans individually evaluated for impairment and the associated allowance for loan and lease losses (ALLL). Certain commercial and consumer impaired loans do not have a related ALLL as the valuation of these impaired loans exceeded the recorded investment.

Table 44: Impaired Loans

In millions	Unpaid Principal Balance	Recorded Investment	Associated Allowance	Average Recorded Investment (a)
June 30, 2018				
<u>Impaired loans with an associated allowance</u>				
Total commercial lending	\$ 541	\$ 370	\$ 89	\$ 365
Total consumer lending	944	894	147	941
Total impaired loans with an associated allowance	1,485	1,264	236	1,306
<u>Impaired loans without an associated allowance</u>				
Total commercial lending	236	194		295
Total consumer lending	1,089	650		660
Total impaired loans without an associated allowance	1,325	844		955
Total impaired loans	\$ 2,810	\$ 2,108	\$ 236	\$ 2,261
December 31, 2017				
<u>Impaired loans with an associated allowance</u>				
Total commercial lending	\$ 580	\$ 353	\$ 76	\$ 419
Total consumer lending	1,061	1,014	195	1,072
Total impaired loans with an associated allowance	1,641	1,367	271	1,491
<u>Impaired loans without an associated allowance</u>				
Total commercial lending	494	366		330
Total consumer lending	1,019	638		648
Total impaired loans without an associated allowance	1,513	1,004		978
Total impaired loans	\$ 3,154	\$ 2,371	\$ 271	\$ 2,469

(a) Average recorded investment is for the six months ended June 30, 2018 and the year ended December 31, 2017, respectively.

NOTE 4 ALLOWANCE FOR LOAN AND LEASE LOSSES

We maintain the ALLL at levels that we believe to be appropriate to absorb estimated probable credit losses incurred in the portfolios as of the balance sheet date. We use the two main portfolio segments – Commercial Lending and Consumer Lending, and develop and document the ALLL under separate methodologies for each of these portfolio segments. See Note 1 Accounting Policies in our 2017 Form 10-K for a description of the accounting policies for ALLL.

A rollforward of the ALLL and associated loan data follows:

Table 45: Rollforward of Allowance for Loan and Lease Losses and Associated Loan Data

At or for the six months ended June 30 Dollars in millions	2018			2017		
	Commercial Lending	Consumer Lending	Total	Commercial Lending	Consumer Lending	Total
Allowance for Loan and Lease Losses						
January 1	\$ 1,582	\$ 1,029	\$ 2,611	\$ 1,534	\$ 1,055	\$ 2,589
Charge-offs	(64)	(322)	(386)	(106)	(286)	(392)
Recoveries	51	113	164	61	103	164
Net (charge-offs)	(13)	(209)	(222)	(45)	(183)	(228)
Provision for credit losses	56	116	172	107	79	186
Net decrease / (increase) in allowance for unfunded loan commitments and letters of credit	6	2	8	(1)	(2)	(3)
Other	(1)	13	12	1	16	17
June 30	\$ 1,630	\$ 951	\$ 2,581	\$ 1,596	\$ 965	\$ 2,561
TDRs individually evaluated for impairment	\$ 29	\$ 147	\$ 176	\$ 50	\$ 194	\$ 244
Other loans individually evaluated for impairment	60		60	61		61
Loans collectively evaluated for impairment	1,541	523	2,064	1,460	488	1,948
Purchased impaired loans		281	281	25	283	308
June 30	\$ 1,630	\$ 951	\$ 2,581	\$ 1,596	\$ 965	\$ 2,561
Loan Portfolio						
TDRs individually evaluated for impairment	\$ 324	\$ 1,544	\$ 1,868	\$ 488	\$ 1,718	\$ 2,206
Other loans individually evaluated for impairment	240		240	303		303
Loans collectively evaluated for impairment	149,072	68,711	217,783	144,896	67,119	212,015
Fair value option loans (a)		753	753		819	819
Purchased impaired loans		2,211	2,211	78	2,613	2,691
June 30	\$ 149,636	\$ 73,219	\$ 222,855	\$ 145,765	\$ 72,269	\$ 218,034
Portfolio segment ALLL as a percentage of total ALLL	63%	37%	100%	62%	38%	100%
Ratio of ALLL to total loans	1.09%	1.30%	1.16%	1.09%	1.34%	1.17%

(a) Loans accounted for under the fair value option are not evaluated for impairment as these loans are accounted for at fair value. Accordingly, there is no allowance recorded on these loans.

NOTE 5 INVESTMENT SECURITIES

Table 46: Investment Securities Summary

In millions	June 30, 2018					December 31, 2017				
	Amortized Cost	Unrealized		Fair Value	Amortized Cost	Unrealized		Fair Value		
		Gains	Losses			Gains	Losses			
Securities Available for Sale										
Debt securities										
U.S. Treasury and government agencies	\$ 16,307	\$ 117	\$ (224)	\$ 16,200	\$ 14,432	\$ 173	\$ (84)	\$ 14,521		
Residential mortgage-backed										
Agency	28,211	68	(660)	27,619	25,534	121	(249)	25,406		
Non-agency	2,174	334	(14)	2,494	2,443	336	(21)	2,758		
Commercial mortgage-backed										
Agency	1,890	1	(83)	1,808	1,960	2	(58)	1,904		
Non-agency	2,589	7	(29)	2,567	2,603	19	(9)	2,613		
Asset-backed	5,410	69	(18)	5,461	5,331	74	(8)	5,397		
Other debt	4,067	102	(43)	4,126	4,322	129	(17)	4,434		
Total debt securities	60,648	698	(1,071)	60,275	56,625	854	(446)	57,033		
Other (a)					587		(2)	585		
Total securities available for sale	\$ 60,648	\$ 698	\$ (1,071)	\$ 60,275	\$ 57,212	\$ 854	\$ (448)	\$ 57,618		
Securities Held to Maturity										
Debt securities										
U.S. Treasury and government agencies	\$ 749	\$ 25	\$ (30)	\$ 744	\$ 741	\$ 37	\$ (13)	\$ 765		
Residential mortgage-backed										
Agency	16,126	22	(446)	15,702	14,503	77	(139)	14,441		
Non-agency	159	2		161	167	7		174		
Commercial mortgage-backed										
Agency	241	2	(2)	241	407	4		411		
Non-agency	512	2	(1)	513	538	10		548		
Asset-backed	191	1		192	200	1		201		
Other debt	1,872	54	(26)	1,900	1,957	88	(20)	2,025		
Total securities held to maturity	\$ 19,850	\$ 108	\$ (505)	\$ 19,453	\$ 18,513	\$ 224	\$ (172)	\$ 18,565		

(a) On January 1, 2018, \$6 billion of available for sale securities, primarily money market funds, were reclassified to equity investments in accordance with the adoption of Accounting Standards Update (ASU) 2016-01. See the Recently Adopted Accounting Standards portion of Note 1 Accounting Policies in our First Quarter 2018 Form 10-Q for additional detail on this adoption.

The fair value of investment securities is impacted by interest rates, credit spreads, market volatility and liquidity conditions. Net unrealized gains and losses in the securities available for sale portfolio are included in Shareholders' equity as AOCI, unless credit-related. Securities held to maturity are carried at amortized cost. At June 30, 2018, AOCI included pretax gains of \$28 million from derivatives that hedged the purchase of investment securities classified as held to maturity. The gains will be accreted into interest income as an adjustment of yield on the securities.

Table 47 presents gross unrealized losses and fair value of debt securities at June 30, 2018 and December 31, 2017. The securities are segregated between investments that have been in a continuous unrealized loss position for less than twelve months and twelve months or more based on the point in time that the fair value declined below the amortized cost basis. The table includes debt securities where a portion of other than temporary impairment (OTTI) has been recognized in AOCI.

Table 47: Gross Unrealized Loss and Fair Value of Debt Securities

In millions	Unrealized loss position less than 12 months		Unrealized loss position 12 months or more		Total	
	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value
June 30, 2018						
Securities Available for Sale						
Debt securities						
U.S. Treasury and government agencies	\$ (155)	\$ 8,190	\$ (69)	\$ 1,286	\$ (224)	\$ 9,476
Residential mortgage-backed						
Agency	(279)	13,151	(381)	8,462	(660)	21,613
Non-agency	(1)	57	(13)	332	(14)	389
Commercial mortgage-backed						
Agency	(18)	533	(65)	1,189	(83)	1,722
Non-agency	(19)	1,403	(10)	199	(29)	1,602
Asset-backed	(15)	2,626	(3)	301	(18)	2,927
Other debt	(22)	1,628	(21)	663	(43)	2,291
Total debt securities available for sale	\$ (509)	\$ 27,588	\$ (562)	\$ 12,432	\$ (1,071)	\$ 40,020
Securities Held to Maturity						
Debt securities						
U.S. Treasury and government agencies	\$ (8)	\$ 190	\$ (22)	\$ 246	\$ (30)	\$ 436
Residential mortgage-backed - Agency	(171)	7,605	(275)	5,582	(446)	13,187
Commercial mortgage-backed						
Agency	(2)	127			(2)	127
Non-agency	(1)	176			(1)	176
Other debt	(6)	97	(20)	101	(26)	198
Total debt securities held to maturity	\$ (188)	\$ 8,195	\$ (317)	\$ 5,929	\$ (505)	\$ 14,124
December 31, 2017						
Securities Available for Sale						
Debt securities						
U.S. Treasury and government agencies	\$ (42)	\$ 6,099	\$ (42)	\$ 1,465	\$ (84)	\$ 7,564
Residential mortgage-backed						
Agency	(47)	8,151	(202)	9,954	(249)	18,105
Non-agency			(21)	383	(21)	383
Commercial mortgage-backed						
Agency	(11)	524	(47)	1,302	(58)	1,826
Non-agency	(3)	400	(6)	333	(9)	733
Asset-backed	(4)	1,697	(4)	462	(8)	2,159
Other debt	(3)	966	(14)	798	(17)	1,764
Total debt securities available for sale	\$ (110)	\$ 17,837	\$ (336)	\$ 14,697	\$ (446)	\$ 32,534
Securities Held to Maturity						
Debt securities						
U.S. Treasury and government agencies	\$ (3)	\$ 195	\$ (10)	\$ 255	\$ (13)	\$ 450
Residential mortgage-backed - Agency	(10)	3,167	(129)	6,168	(139)	9,335
Other debt	(12)	83	(8)	67	(20)	150
Total debt securities held to maturity	\$ (25)	\$ 3,445	\$ (147)	\$ 6,490	\$ (172)	\$ 9,935

Evaluating Investment Securities for OTTI

For the securities in Table 47, as of June 30, 2018 we do not intend to sell and believe we will not be required to sell the securities prior to recovery of the amortized cost basis.

On at least a quarterly basis, we review all debt securities that are in an unrealized loss position for OTTI, as discussed in Note 1 Accounting Policies of our 2017 Form 10-K. For those securities on our Consolidated Balance Sheet at June 30, 2018, where during our quarterly security-level impairment assessments we determined losses represented OTTI, we have recorded cumulative credit losses of \$1.1 billion in earnings and accordingly have reduced the amortized cost of our securities.

The majority of these cumulative impairment charges related to non-agency residential mortgage-backed and asset-backed securities rated BB or lower. During the first six months of 2018 and 2017, the OTTI credit losses recognized in noninterest income and the OTTI noncredit losses recognized in AOCI on securities were not significant.

Information relating to gross realized securities gains and losses from the sales of securities is set forth in the following table:

Table 48: Gains (Losses) on Sales of Securities Available for Sale

Six months ended June 30 In millions	Proceeds		Gross Gains		Gross Losses		Net Gains (Losses)		Tax Expense (Benefit)	
2018	\$	5,218	\$	42	\$	(46)	\$	(4)	\$	(1)
2017	\$	3,526	\$	29	\$	(18)	\$	11	\$	4

The following table presents, by remaining contractual maturity, the amortized cost, fair value and weighted-average yield of debt securities at June 30, 2018.

Table 49: Contractual Maturity of Debt Securities

June 30, 2018 Dollars in millions	1 Year or Less		After 1 Year through 5 Years		After 5 Years through 10 Years		After 10 Years		Total
Securities Available for Sale									
U.S. Treasury and government agencies	\$	263	\$	9,873	\$	5,720	\$	451	\$ 16,307
Residential mortgage-backed									
Agency		3		74		540		27,594	28,211
Non-agency								2,174	2,174
Commercial mortgage-backed									
Agency		4		343		550		993	1,890
Non-agency						349		2,240	2,589
Asset-backed		43		2,005		2,110		1,252	5,410
Other debt		529		1,840		673		1,025	4,067
Total debt securities available for sale	\$	842	\$	14,135	\$	9,942	\$	35,729	\$ 60,648
Fair value	\$	844	\$	14,002	\$	9,893	\$	35,536	\$ 60,275
Weighted-average yield, GAAP basis		2.74%		2.18%		2.66%		3.12%	2.82%
Securities Held to Maturity									
U.S. Treasury and government agencies					\$	481	\$	268	\$ 749
Residential mortgage-backed									
Agency			\$	72		417		15,637	16,126
Non-agency								159	159
Commercial mortgage-backed									
Agency	\$	92		93		5		51	241
Non-agency								512	512
Asset-backed				13		100		78	191
Other debt		30		419		836		587	1,872
Total debt securities held to maturity	\$	122	\$	597	\$	1,839	\$	17,292	\$ 19,850
Fair value	\$	122	\$	607	\$	1,872	\$	16,852	\$ 19,453
Weighted-average yield, GAAP basis		3.96%		3.80%		3.51%		3.25%	3.29%

Weighted-average yields are based on amortized cost with effective yields weighted for the contractual maturity of each security. At June 30, 2018, there were no securities of a single issuer, other than the Federal National Mortgage Association (FNMA), that exceeded 10% of Total shareholders' equity. The FNMA investments had a total amortized cost of \$36.3 billion and fair value of \$35.4 billion.

The following table presents the fair value of securities that have been either pledged to or accepted from others to collateralize outstanding borrowings.

Table 50: Fair Value of Securities Pledged and Accepted as Collateral

In millions	June 30 2018		December 31 2017	
Pledged to others	\$	8,074	\$	8,175
Accepted from others:				
Permitted by contract or custom to sell or repledge	\$	738	\$	1,152
Permitted amount repledged to others	\$	734	\$	1,097

The securities pledged to others include positions held in our portfolio of investment securities, trading securities and securities accepted as collateral from others that we are permitted by contract or custom to sell or repledge, and were used to secure public and trust deposits, repurchase agreements and for other purposes.

NOTE 6 FAIR VALUE

Fair Value Measurement

We measure certain financial assets and liabilities at fair value. Fair value is defined as the price that would be received to sell an asset or the price that would be paid to transfer a liability on the measurement date, determined using an exit price in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. The fair value hierarchy established by GAAP requires us to maximize the use of observable inputs when measuring fair value. For more information regarding the fair value hierarchy, see Note 6 Fair Value in our 2017 Form 10-K.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

For more information on the valuation methodologies used to measure assets and liabilities at fair value on a recurring basis, see Note 6 Fair Value in our 2017 Form 10-K. The following table summarizes our assets and liabilities measured at fair value on a recurring basis, including instruments for which we have elected the fair value option.

Table 51: Fair Value Measurements – Recurring Basis Summary

In millions	June 30, 2018				December 31, 2017			
	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
Assets								
Residential mortgage loans held for sale		\$ 763	\$ 4	\$ 767		\$ 829	\$ 3	\$ 832
Commercial mortgage loans held for sale		377	91	468		723	107	830
Securities available for sale								
U.S. Treasury and government agencies	\$ 15,766	434		16,200	\$ 14,088	433		14,521
Residential mortgage-backed								
Agency		27,619		27,619		25,406		25,406
Non-agency		89	2,405	2,494		97	2,661	2,758
Commercial mortgage-backed								
Agency		1,808		1,808		1,904		1,904
Non-agency		2,567		2,567		2,613		2,613
Asset-backed		5,153	308	5,461		5,065	332	5,397
Other debt		4,035	91	4,126		4,347	87	4,434
Total debt securities	15,766	41,705	2,804	60,275	14,088	39,865	3,080	57,033
Other (a)					524	61		585
Total securities available for sale	15,766	41,705	2,804	60,275	14,612	39,926	3,080	57,618
Loans		471	282	753		571	298	869
Equity investments (b)	672	59	1,167	2,115			1,036	1,265
Residential mortgage servicing rights			1,297	1,297			1,164	1,164
Commercial mortgage servicing rights			748	748			668	668
Trading securities (c)	1,370	1,700	2	3,072	1,243	1,670	2	2,915
Financial derivatives (c) (d)		1,876	16	1,892		2,864	10	2,874
Other assets	282	204	63	549	278	253	107	638
Total assets	\$ 18,090	\$ 47,155	\$ 6,474	\$ 71,936	\$ 16,133	\$ 46,836	\$ 6,475	\$ 69,673
Liabilities								
Other borrowed funds	\$ 479	\$ 352	\$ 7	\$ 838	\$ 1,079	\$ 254	\$ 11	\$ 1,344
Financial derivatives (d) (e)		2,499	384	2,883		2,369	487	2,856
Other liabilities			47	47			33	33
Total liabilities	\$ 479	\$ 2,851	\$ 438	\$ 3,768	\$ 1,079	\$ 2,623	\$ 531	\$ 4,233

- (a) Prior period amounts included \$6 billion of available for sale securities, primarily money market funds, that were reclassified to equity investments on January 1, 2018 as the result of the adoption of ASU 2016-01. See the Recently Adopted Accounting Standards portion of Note 1 Accounting Policies in our First Quarter 2018 Form 10-Q for additional details on this adoption.
- (b) Certain investments that are measured at fair value using the net asset value (NAV) per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented on the Consolidated Balance Sheet.
- (c) Included in Other assets on the Consolidated Balance Sheet.
- (d) Amounts at June 30, 2018 and December 31, 2017 are presented gross and are not reduced by the impact of legally enforceable master netting agreements that allow us to net positive and negative positions and cash collateral held or placed with the same counterparty. See Note 9 Financial Derivatives for additional information related to derivative offsetting.
- (e) Included in Other liabilities on the Consolidated Balance Sheet.

Reconciliations of assets and liabilities measured at fair value on a recurring basis using Level 3 inputs for the three and six months ended June 30, 2018 and 2017 follow:

Table 52: Reconciliation of Level 3 Assets and Liabilities

Three Months Ended June 30, 2018

Level 3 Instruments Only In millions	Total realized / unrealized gains or losses for the period (a)										Unrealized gains / losses on assets and liabilities held on Consolidated Balance Sheet at June 30, 2018 (a) (b)
	Fair Value Mar. 31, 2018	Included in Earnings	Included in Other comprehensive income	Purchases	Sales	Issuances	Settlements	Transfers into Level 3	Transfers out of Level 3	Fair Value June 30, 2018	
Assets											
Residential mortgage loans held for sale	\$ 2			\$ 1				\$ 3	\$ (2)	\$ 4	
Commercial mortgage loans held for sale	92	\$ (1)								91	\$ (1)
Securities available for sale											
Residential mortgage- backed non-agency	2,545	1	\$ 5				\$ (146)			2,405	
Asset-backed	321	1	(1)				(13)			308	
Other debt	94		6	2			(11)			91	
Total securities available for sale	2,960	2	10	2			(170)			2,804	
Loans	302	3		18	\$ (2)		(25)	(2)	(12)	282	(1)
Equity investments	1,129	62		79	(103)					1,167	35
Residential mortgage servicing rights	1,256	40		38		\$ 10	(47)			1,297	35
Commercial mortgage servicing rights	723	33		21		6	(35)			748	33
Trading securities	2									2	
Financial derivatives	12	17		1			(14)			16	18
Other assets	68	(5)								63	(5)
Total assets	\$ 6,546	\$ 151	\$ 10	\$ 160	\$ (105)	\$ 16	\$ (291)	\$ 1	\$ (14)	\$ 6,474	\$ 114
Liabilities											
Other borrowed funds	\$ 9					\$ 13	\$ (15)			\$ 7	
Financial derivatives	437	\$ (33)			\$ 2		(22)			384	\$ (31)
Other liabilities	42	3				29	(27)			47	3
Total liabilities	\$ 488	\$ (30)			\$ 2	\$ 42	\$ (64)			\$ 438	\$ (28)
Net gains (losses)		\$ 181	(c)								\$ 142 (d)

Three Months Ended June 30, 2017

Level 3 Instruments Only In millions	Fair Value Mar. 31, 2017	Total realized / unrealized gains or losses for the period (a)						Transfers into Level 3	Transfers out of Level 3	Fair Value Jun. 30, 2017	Unrealized gains / losses on assets and liabilities held on Consolidated Balance Sheet at June 30, 2017 (a) (b)	
		Included in Earnings	Included in Other comprehensive income	Purchases	Sales	Issuances	Settlements					
Assets												
Residential mortgage loans held for sale	\$ 4			\$ 4	\$ (1)			\$ 3	\$ (5)	\$ 5		
Commercial mortgage loans held for sale	581	\$ 28			(743)	\$ 1,144	\$ (28)			982		
Securities available for sale												
Residential mortgage- backed non-agency	3,096	24	\$ 51				(207)			2,964		
Commercial mortgage- backed non-agency		12			(12)							
Asset-backed	366	4	11				(20)			361		
Other debt	75		3	1			(1)			78		
Total securities available for sale	3,537	40	65	1	(12)		(228)			3,403		
Loans	323	(6)		18	(15)		(18)	4	(16)	290	\$ (8)	
Equity investments	1,106	61		44	(224)					987	22	
Residential mortgage servicing rights	1,261	(48)		71		11	(46)			1,249	(42)	
Commercial mortgage servicing rights	606	1		21		17	(27)			618		
Trading securities	2									2		
Financial derivatives	24	18		2			(22)			22	16	
Other assets	82	7								89	8	
Total assets	\$7,526	\$ 101	\$ 65	\$ 161	\$ (995)	\$ 1,172	\$ (369)	\$ 7	\$ (21)	\$7,647	\$ (4)	
Liabilities												
Other borrowed funds	\$ 7					\$ 16	\$ (15)			\$ 8		
Financial derivatives	254	\$ 9					(15)			248	\$ 12	
Other liabilities	31	3				72	(73)			33	3	
Total liabilities	\$ 292	\$ 12				\$ 88	\$ (103)			\$ 289	\$ 15	
Net gains (losses)		\$ 89	(c)								\$ (19) (d)	

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Six Months Ended June 30, 2018

Level 3 Instruments Only In millions	Total realized / unrealized gains or losses for the period (a)											Unrealized gains / losses on assets and liabilities held on Consolidated Balance Sheet at June 30, 2018 (a) (b)
	Fair Value Dec. 31, 2017	Included in Earnings	Included in Other comprehensive income	Purchases	Sales	Issuances	Settlements	Transfers into Level 3	Transfers out of Level 3	Fair Value June 30, 2018		
Assets												
Residential mortgage loans held for sale	\$ 3			\$ 2	\$ (1)			\$ 5	\$ (5)	\$ 4		
Commercial mortgage loans held for sale	107	\$ (1)					\$ (15)			91	\$ (1)	
Securities available for sale												
Residential mortgage- backed non-agency	2,661	20	\$ 8				(284)			2,405		
Asset-backed	332		4				(28)			308		
Other debt	87	5	7	4			(12)			91		
Total securities available for sale	3,080	25	19	4			(324)			2,804		
Loans	298	5		55	(9)		(43)		(24)	282	\$ 1	
Equity investments	1,036	88		161	(118)					1,167	60	
Residential mortgage servicing rights	1,164	147		47	\$ 23		(84)			1,297	140	
Commercial mortgage servicing rights	668	81		44		23	(68)			748	81	
Trading securities	2									2		
Financial derivatives	10	24		2			(20)			16	27	
Other assets	107	(2)					(42)			63	(2)	
Total assets	\$ 6,475	\$ 367	\$ 19	\$ 315	\$ (128)	\$ 46	\$ (596)	\$ 5	\$ (29)	\$ 6,474	\$ 306	
Liabilities												
Other borrowed funds	\$ 11					\$ 32	\$ (36)			\$ 7		
Financial derivatives	487	\$ (23)			\$ 5		(85)			384	\$ (26)	
Other liabilities	33	5		\$ 12		34	(37)			47	5	
Total liabilities	\$ 531	\$ (18)		\$ 12	\$ 5	\$ 66	\$ (158)			\$ 438	\$ (21)	
Net gains (losses)		\$ 385	(c)								\$ 327	(d)

Six Months Ended June 30, 2017

Level 3 Instruments Only In millions	Total realized / unrealized gains or losses for the period (a)										Unrealized gains / losses on assets and liabilities held on Consolidated Balance Sheet at June 30, 2017 (a) (b)
	Fair Value Dec. 31, 2016	Included in Earnings	Included in Other comprehensive income	Purchases	Sales	Issuances	Settlements	Transfers into Level 3	Transfers out of Level 3	Fair Value Jun. 30, 2017	
Assets											
Residential mortgage loans held for sale	\$ 2			\$ 6	\$ (1)			\$ 5	\$ (7)	\$ 5	
Commercial mortgage loans held for sale	1,400	\$ 37			(2,360)	\$ 1,945	\$ (40)			982	
Securities available for sale											
Residential mortgage- backed non-agency	3,254	50	\$ 69				(409)			2,964	\$ (1)
Commercial mortgage- backed non-agency		12			(12)						
Asset-backed	403	8	15		(25)		(40)			361	
Other debt	66		12	2	(1)		(1)			78	
Total securities available for sale	3,723	70	96	2	(38)		(450)			3,403	(1)
Loans	335	(5)		40	(19)		(37)	6	(30)	290	(7)
Equity investments	1,331	157		81	(399)				(183) (e)	987	88
Residential mortgage servicing rights	1,182	(30)		154		28	(85)			1,249	(29)
Commercial mortgage servicing rights	576	14		34		46	(52)			618	
Trading securities	2									2	
Financial derivatives	40	17		2			(37)			22	35
Other assets	239	5					(155)			89	6
Total assets	\$ 8,830	\$ 265	\$ 96	\$ 319	\$ (2,817)	\$ 2,019	\$ (856)	\$ 11	\$ (220)	\$ 7,647	\$ 92
Liabilities											
Other borrowed funds	\$ 10					\$ 35	\$ (37)			\$ 8	
Financial derivatives	414	\$ 18			\$ 2		(186)			248	\$ 34
Other liabilities	9	19				149	(144)			33	19
Total liabilities	\$ 433	\$ 37			\$ 2	\$ 184	\$ (367)			\$ 289	\$ 53
Net gains (losses)		\$ 228 (c)									\$ 39 (d)

(a) Losses for assets are bracketed while losses for liabilities are not.

(b) The amount of the total gains or losses for the period included in earnings that is attributable to the change in unrealized gains or losses related to those assets and liabilities held at the end of the reporting period.

(c) Net gains (losses) realized and unrealized included in earnings related to Level 3 assets and liabilities included amortization and accretion. The amortization and accretion amounts were included in Interest income on the Consolidated Income Statement and the remaining net gains (losses) realized and unrealized were included in Noninterest income on the Consolidated Income Statement.

(d) Net unrealized gains (losses) related to assets and liabilities held at the end of the reporting period were included in Noninterest income on the Consolidated Income Statement.

(e) Reflects transfer out of Level 3 associated with change in valuation methodology for certain equity investments subject to the Volcker Rule provisions of the Dodd-Frank Act.

An instrument's categorization within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. Changes from one quarter to the next related to the observability of inputs to a fair value measurement may result in a reclassification (transfer) of assets or liabilities between hierarchy levels. Our policy is to recognize transfers in and transfers out as of the end of the reporting period.

Quantitative information about the significant unobservable inputs within Level 3 recurring assets and liabilities follows:

Table 53: Fair Value Measurements – Recurring Quantitative Information

June 30, 2018

Level 3 Instruments Only Dollars in millions	Fair Value	Valuation Techniques	Unobservable Inputs	Range (Weighted-Average)
Commercial mortgage loans held for sale	\$ 91	Discounted cash flow	Spread over the benchmark curve (a)	525bps - 1,650bps (1,109bps)
Residential mortgage-backed non-agency securities	2,405	Priced by a third-party vendor using a discounted cash flow pricing model	Constant prepayment rate (CPR)	1.0% - 33.0% (10.6%)
			Constant default rate (CDR)	0.0% - 17.8% (5.5%)
			Loss severity	10.0% - 95.7% (50.0%)
			Spread over the benchmark curve (a)	184bps weighted-average
Asset-backed securities	308	Priced by a third-party vendor using a discounted cash flow pricing model	Constant prepayment rate (CPR)	1.0% - 19.0% (8.5%)
			Constant default rate (CDR)	1.0% - 9.3% (4.2%)
			Loss severity	15.0% - 100.0% (66.4%)
			Spread over the benchmark curve (a)	126bps weighted-average
Loans	136	Consensus pricing (b)	Cumulative default rate	11.0% - 100.0% (82.1%)
			Loss severity	0.0% - 100.0% (18.0%)
			Discount rate	5.5% - 8.3% (5.9%)
	92	Discounted cash flow	Loss severity	8.0% weighted-average
			Discount rate	5.6% weighted-average
	54	Consensus pricing (b)	Credit and Liquidity discount	0.0% - 99.0% (62.0%)
Equity investments	1,167	Multiple of adjusted earnings	Multiple of earnings	5.0x - 29.7x (9.0x)
Residential mortgage servicing rights	1,297	Discounted cash flow	Constant prepayment rate (CPR)	0.0% - 44.4% (8.4%)
			Spread over the benchmark curve (a)	429bps - 1,795bps (828bps)
Commercial mortgage servicing rights	748	Discounted cash flow	Constant prepayment rate (CPR)	6.5% - 14.4% (7.5%)
			Discount rate	6.9% - 8.7% (8.5%)
Financial derivatives - Swaps related to sales of certain Visa Class B common shares	(314)	Discounted cash flow	Estimated conversion factor of Visa Class B shares into Class A shares	161.5% weighted-average
			Estimated growth rate of Visa Class A share price	16.0%
			Estimated length of litigation resolution date	Q4 2020
Insignificant Level 3 assets, net of liabilities (c)	52			
Total Level 3 assets, net of liabilities (d)	\$ 6,036			

December 31, 2017

Level 3 Instruments Only Dollars in millions	Fair Value	Valuation Techniques	Unobservable Inputs	Range (Weighted-Average)
Commercial mortgage loans held for sale	\$ 107	Discounted cash flow	Spread over the benchmark curve (a)	525bps - 1,470bps (1020bps)
Residential mortgage-backed non-agency securities	2,661	Priced by a third-party vendor using a discounted cash flow pricing model	Constant prepayment rate (CPR) Constant default rate (CDR) Loss severity Spread over the benchmark curve (a)	1.0% - 31.6% (10.8%) 0.1% - 18.8% (5.4%) 15.0% - 100.0% (51.5%) 190bps weighted-average
Asset-backed securities	332	Priced by a third-party vendor using a discounted cash flow pricing model	Constant prepayment rate (CPR) Constant default rate (CDR) Loss severity Spread over the benchmark curve (a)	1.0% - 19.0% (7.9%) 2.0% - 11.8% (5.4%) 15.0% - 100.0% (68.5%) 179bps weighted-average
Loans	133	Consensus pricing (b)	Cumulative default rate Loss severity Discount rate	11.0% - 100.0% (85.7%) 0.0% - 100.0% (20.6%) 5.5% - 8.0% (5.7%)
	104	Discounted cash flow	Loss severity Discount rate	8.0% weighted-average 4.9% weighted-average
	61	Consensus pricing (b)	Credit and Liquidity discount	0.0% - 99.0% (61.1%)
Equity investments	1,036	Multiple of adjusted earnings	Multiple of earnings	4.5x - 29.7x (8.3x)
Residential mortgage servicing rights	1,164	Discounted cash flow	Constant prepayment rate (CPR) Spread over the benchmark curve (a)	0.0% - 36.7% (10.0%) 390bps - 1,839bps (830bps)
Commercial mortgage servicing rights	668	Discounted cash flow	Constant prepayment rate (CPR) Discount rate	7.7% - 14.2% (8.5%) 6.4% - 7.9% (7.8%)
Financial derivatives - Swaps related to sales of certain Visa Class B common shares	(380)	Discounted cash flow	Estimated conversion factor of Visa Class B shares into Class A shares Estimated growth rate of Visa Class A share price Estimated length of litigation resolution date	163.8% weighted-average 16.0% Q2 2021
Insignificant Level 3 assets, net of liabilities (c)	58			
Total Level 3 assets, net of liabilities (d)	\$ 5,944			

- (a) The assumed yield spread over the benchmark curve for each instrument is generally intended to incorporate non-interest rate risks, such as credit and liquidity risks.
- (b) Consensus pricing refers to fair value estimates that are generally internally developed using information such as dealer quotes or other third-party provided valuations or comparable asset prices.
- (c) Represents the aggregate amount of Level 3 assets and liabilities measured at fair value on a recurring basis that are individually and in the aggregate insignificant. The amount includes certain financial derivative assets and liabilities, trading securities, other debt securities, residential mortgage loans held for sale, other assets, other borrowed funds and other liabilities.
- (d) Consisted of total Level 3 assets of \$6.5 billion and total Level 3 liabilities of \$5.4 billion as of June 30, 2018 and \$6.4 billion and \$5.5 billion as of December 31, 2017, respectively.

Financial Assets Accounted for at Fair Value on a Nonrecurring Basis

We may be required to measure certain financial assets at fair value on a nonrecurring basis. These adjustments to fair value usually result from the application of lower of amortized cost or fair value accounting or write-downs of individual assets due to impairment and are included in Table 54 and Table 55. For more information regarding the valuation methodologies of our financial assets measured at fair value on a nonrecurring basis, see Note 6 Fair Value in our 2017 Form 10-K.

Table 54: Fair Value Measurements – Nonrecurring

In millions	Fair Value (a)		Gains (Losses) Three months ended		Gains (Losses) Six months ended	
	June 30 2018	December 31 2017	June 30 2018	June 30 2017	June 30 2018	June 30 2017
Assets						
Nonaccrual loans	\$ 123	\$ 100	\$ (15)	\$ (23)	\$ (33)	\$ (23)
OREO and foreclosed assets	44	70	(3)	(5)	(2)	(8)
Long-lived assets	9	80	(6)	(5)	(6)	(8)
Total assets	\$ 176	\$ 250	\$ (24)	\$ (33)	\$ (41)	\$ (39)

- (a) All Level 3 as of June 30, 2018 and December 31, 2017.

Quantitative information about the significant unobservable inputs within Level 3 nonrecurring assets follows:

Table 55: Fair Value Measurements – Nonrecurring Quantitative Information

Level 3 Instruments Only In millions	Fair Value	Valuation Techniques	Unobservable Inputs
June 30, 2018			
Assets			
Nonaccrual loans	\$ 123	Fair value of property or collateral	Appraised value/sales price
OREO and foreclosed assets	44	Fair value of property or collateral	Appraised value/sales price
Long-lived assets	9	Fair value of property or collateral	Appraised value/sales price
Total assets	\$ 176		
December 31, 2017			
Assets			
Nonaccrual loans	\$ 100	Fair value of property or collateral	Appraised value/sales price
OREO and foreclosed assets	70	Fair value of property or collateral	Appraised value/sales price
Long-lived assets	47	Fair value of property or collateral	Appraised value/sales price
	20	Fair value of property or collateral	Broker opinion
	13	Fair value of property or collateral	Projected income/required improvement costs
Total assets	\$ 250		

Financial Instruments Accounted for under Fair Value Option

We elect the fair value option to account for certain financial instruments. For more information on these financial instruments for which the fair value option election has been made, see Note 6 Fair Value in our 2017 Form 10-K.

Fair values and aggregate unpaid principal balances of certain items for which we elected the fair value option follow:

Table 56: Fair Value Option – Fair Value and Principal Balances

In millions	June 30, 2018			December 31, 2017		
	Fair Value	Aggregate Unpaid Principal Balance	Difference	Fair Value	Aggregate Unpaid Principal Balance	Difference
Assets						
Residential mortgage loans held for sale						
Performing loans	\$ 758	\$ 738	\$ 20	\$ 822	\$ 796	\$ 26
Accruing loans 90 days or more past due	2	2		3	3	
Nonaccrual loans	7	8	(1)	7	8	(1)
Total	\$ 767	\$ 748	\$ 19	\$ 832	\$ 807	\$ 25
Commercial mortgage loans held for sale (a)						
Performing loans	\$ 467	\$ 485	\$ (18)	\$ 828	\$ 842	\$ (14)
Nonaccrual loans	1	2	(1)	2	3	(1)
Total	\$ 468	\$ 487	\$ (19)	\$ 830	\$ 845	\$ (15)
Residential mortgage loans						
Performing loans	\$ 255	\$ 281	\$ (26)	\$ 251	\$ 280	\$ (29)
Accruing loans 90 days or more past due	315	325	(10)	421	431	(10)
Nonaccrual loans	183	298	(115)	197	317	(120)
Total	\$ 753	\$ 904	\$ (151)	\$ 869	\$ 1,028	\$ (159)
Other assets	\$ 171	\$ 181	\$ (10)	\$ 216	\$ 212	\$ 4
Liabilities						
Other borrowed funds	\$ 60	\$ 61	\$ (1)	\$ 84	\$ 85	\$ (1)

(a) There were no accruing loans 90 days or more past due within this category at June 30, 2018 or December 31, 2017.

The changes in fair value for items for which we elected the fair value option are as follows:

Table 57: Fair Value Option – Changes in Fair Value (a)

In millions	Gains (Losses)		Gains (Losses)	
	Three months ended		Six months ended	
	June 30 2018	June 30 2017	June 30 2018	June 30 2017
Assets				
Residential mortgage loans held for sale	\$ 8	\$ 32	\$ 12	\$ 62
Commercial mortgage loans held for sale	\$ 11	\$ 25	\$ 25	\$ 43
Residential mortgage loans	\$ 7	\$ 7	\$ 10	\$ 11
Other assets	\$ (21)	\$ 13	\$ (10)	\$ 20
Liabilities				
Other liabilities	\$ (3)	\$ (3)	\$ (5)	\$ (19)

(a) The impact on earnings of offsetting hedged items or hedging instruments is not reflected in these amounts.

Additional Fair Value Information Related to Financial Instruments Not Recorded at Fair Value

The following table presents the carrying amounts and estimated fair values, as well as the level within the fair value hierarchy, of all other financial instruments that are not recorded on our Consolidated Balance Sheet at fair value as of June 30, 2018 and December 31, 2017.

Table 58: Additional Fair Value Information Related to Other Financial Instruments

In millions	Carrying	Fair Value			
	Amount	Total	Level 1	Level 2	Level 3
June 30, 2018					
Assets					
Cash and due from banks	\$ 5,425	\$ 5,425	\$ 5,425		
Interest-earning deposits with banks	21,972	21,972		\$ 21,972	
Securities held to maturity	19,850	19,453	744	18,565	\$ 144
Net loans (excludes leases)	212,199	212,762			212,762
Other assets	4,816	4,816		4,814	2
Total assets	\$ 264,262	\$ 264,428	\$ 6,169	\$ 45,351	\$ 212,908
Liabilities					
Time deposits (a)	\$ 17,240	\$ 16,914		\$ 16,914	
Borrowed funds	58,384	58,937		57,127	\$ 1,810
Unfunded loan commitments and letters of credit	289	289			289
Other liabilities	421	421		421	
Total liabilities	\$ 76,334	\$ 76,561		\$ 74,462	\$ 2,099
December 31, 2017					
Assets					
Cash and due from banks	\$ 5,249	\$ 5,249	\$ 5,249		
Interest-earning deposits with banks	28,595	28,595		\$ 28,595	
Securities held to maturity	18,513	18,565	765	17,658	\$ 142
Net loans (excludes leases)	209,044	211,175			211,175
Other assets	6,078	6,736		5,949	787
Total assets	\$ 267,479	\$ 270,320	\$ 6,014	\$ 52,202	\$ 212,104
Liabilities					
Deposits	\$ 265,053	\$ 264,854		\$ 264,854	
Borrowed funds	57,744	58,503		56,853	\$ 1,650
Unfunded loan commitments and letters of credit	297	297			297
Other liabilities	399	399		399	
Total liabilities	\$ 323,493	\$ 324,053		\$ 322,106	\$ 1,947

(a) The amount at June 30, 2018 excludes deposit liabilities with no defined or contractual maturities in accordance with the adoption of ASU 2016-01. See the Recently Adopted Accounting Standards portion of Note 1 Accounting Policies in our First Quarter 2018 Form 10-Q for additional details on this adoption.

The aggregate fair values in Table 58 represent only a portion of the total market value of our assets and liabilities as, in accordance with the guidance related to fair values about financial instruments, we exclude the following:

- financial instruments recorded at fair value on a recurring basis (as they are disclosed in Table 51),
- investments accounted for under the equity method,
- equity securities without a readily determinable fair value that apply for the alternative measurement approach to fair value under ASU 2016-01,
- real and personal property,
- lease financing,
- loan customer relationships,
- deposit customer intangibles,
- mortgage servicing rights,
- retail branch networks,
- fee-based businesses, such as asset management and brokerage,
- trademarks and brand names,
- trade receivables and payables due in one year or less, and
- deposit liabilities with no defined or contractual maturities.

The balance of equity securities without a readily determinable fair value that apply the alternative measurement approach to fair value was \$.1 billion at both June 30, 2018 and December 31, 2017. Impairment taken on those equity securities was immaterial during the first six months of 2018.

For more information regarding the methods and assumptions used to estimate the fair values of financial instruments included in Table 58, see Note 6 Fair Value in our 2017 Form 10-K.

NOTE 7 GOODWILL AND MORTGAGE SERVICING RIGHTS

Goodwill

See Note 7 Goodwill and Mortgage Servicing Rights in our 2017 Form 10-K for more information regarding our goodwill.

Mortgage Servicing Rights

We recognize the right to service mortgage loans for others when we recognize it as an intangible asset and the servicing income we receive is more than adequate compensation. MSRs totaled \$2.0 billion and \$1.8 billion at June 30, 2018 and December 31, 2017, respectively, and consisted of loan servicing contracts for commercial and residential mortgages measured at fair value.

MSRs are subject to declines in value from actual or expected prepayment of the underlying loans and defaults as well as market driven changes in interest rates. We manage this risk by economically hedging the fair value of MSRs with securities and derivative instruments which are expected to increase (or decrease) in value when the value of MSRs decreases (or increases).

See the Sensitivity Analysis section of this Note 7, as well as Note 6 Fair Value in our 2017 Form 10-K for more detail on our fair value measurement of MSRs. Refer to Note 7 Goodwill and Mortgage Servicing Rights in our 2017 Form 10-K for more information on our accounting and measurement of MSRs.

Changes in the commercial and residential MSR follow:

Table 59: Mortgage Servicing Rights

In millions	Commercial MSRs		Residential MSRs	
	2018	2017	2018	2017
January 1	\$ 668	\$ 576	\$ 1,164	\$ 1,182
Additions:				
From loans sold with servicing retained	23	46	23	28
Purchases	44	34	47	154
Changes in fair value due to:				
Time and payoffs (a)	(68)	(52)	(84)	(85)
Other (b)	81	14	147	(30)
June 30	\$ 748	\$ 618	\$ 1,297	\$ 1,249
Related unpaid principal balance at June 30	\$ 174,589	\$ 147,531	\$ 124,325	\$ 131,060
Servicing advances at June 30	\$ 212	\$ 239	\$ 158	\$ 218

(a) Represents decrease in MSR value due to passage of time, including the impact from both regularly scheduled loan principal payments and loans that were paid down or paid off during the period.

(b) Represents MSR value changes resulting primarily from market-driven changes in interest rates.

Sensitivity Analysis

The fair value of commercial and residential MSRs and significant inputs to the valuation models as of June 30, 2018 are shown in Tables 60 and 61. The expected and actual rates of mortgage loan prepayments are significant factors driving the fair value. Management uses both internal proprietary models and a third-party model to estimate future commercial mortgage loan prepayments and a third-party model to estimate future residential mortgage loan prepayments. These models have been refined based on current market conditions and management judgment. Future interest rates are another important factor in the valuation of MSRs. Management utilizes market implied forward interest rates to estimate the future direction of mortgage and discount rates. The forward rates utilized are derived from the current yield curve for U.S. dollar interest rate swaps and are consistent with pricing of capital markets instruments. Changes in the shape and slope of the forward curve in future periods may result in volatility in the fair value estimate.

A sensitivity analysis of the hypothetical effect on the fair value of MSRs to adverse changes in key assumptions is presented in Tables 60 and 61. These sensitivities do not include the impact of the related hedging activities. Changes in fair value generally cannot be extrapolated because the relationship of the change in the assumption to the change in fair value may not be linear. Also, the effect of a variation in a particular assumption on the fair value of the MSRs is calculated independently without changing any other assumption. In reality, changes in one factor may result in changes in another (e.g., changes in mortgage interest rates, which drive changes in prepayment rate estimates, could result in changes in the interest rate spread), which could either magnify or counteract the sensitivities.

The following tables set forth the fair value of commercial and residential MSRs and the sensitivity analysis of the hypothetical effect on the fair value of MSRs to immediate adverse changes of 10% and 20% in those assumptions.

Table 60: Commercial Mortgage Loan Servicing Rights – Key Valuation Assumptions

Dollars in millions	June 30 2018	December 31 2017
Fair value	\$ 748	\$ 668
Weighted-average life (years)	4.1	4.4
Weighted-average constant prepayment rate	7.46 %	8.51 %
Decline in fair value from 10% adverse change	\$ 10	\$ 12
Decline in fair value from 20% adverse change	\$ 21	\$ 23
Effective discount rate	8.48 %	7.81 %
Decline in fair value from 10% adverse change	\$ 21	\$ 18
Decline in fair value from 20% adverse change	\$ 41	\$ 36

Table 61: Residential Mortgage Loan Servicing Rights – Key Valuation Assumptions

Dollars in millions	June 30 2018		December 31 2017	
Fair value	\$	1,297	\$	1,164
Weighted-average life (years)		7.1		6.4
Weighted-average constant prepayment rate		8.43 %		10.04 %
Decline in fair value from 10% adverse change	\$	39	\$	44
Decline in fair value from 20% adverse change	\$	75	\$	85
Weighted-average option adjusted spread		828 bps		830 bps
Decline in fair value from 10% adverse change	\$	39	\$	35
Decline in fair value from 20% adverse change	\$	75	\$	67

Fees from mortgage loan servicing, which includes contractually specified servicing fees, late fees and ancillary fees were \$1 billion for both the three months ended June 30, 2018 and 2017 and \$2 billion for both the six months ended June 30, 2018 and 2017. We also generate servicing fees from fee-based activities provided to others for which we do not have an associated servicing asset. Fees from commercial and residential MSR are reported within Noninterest income on our Consolidated Income Statement in the line items Corporate services and Residential mortgage, respectively.

NOTE 8 EMPLOYEE BENEFIT PLANS

Pension and Postretirement Plans

As described in Note 11 Employee Benefit Plans in our 2017 Form 10-K, we have a noncontributory, qualified defined benefit pension plan covering eligible employees. Benefits are determined using a cash balance formula where earnings credits are a percentage of eligible compensation. Beginning in 2018, these earnings credits are subject to a minimum annual amount. Any pension contributions to the plan are based on an actuarially determined amount necessary to fund total benefits payable to plan participants.

We also maintain nonqualified supplemental retirement plans for certain employees and provide certain health care and life insurance benefits for qualifying retired employees (postretirement benefits) through various plans. We reserve the right to terminate or make changes to these plans at any time.

The components of our net periodic benefit cost for the three and six months ended June 30, 2018 and 2017, respectively, were as follows:

Table 62: Components of Net Periodic Benefit Cost (a)

Three months ended June 30 In millions	Qualified Pension Plan		Nonqualified Pension Plan		Postretirement Benefits	
	2018	2017	2018	2017	2018	2017
Net periodic cost consists of:						
Service cost	\$ 30	\$ 25			\$ 1	\$ 1
Interest cost	42	44	\$ 3	\$ 3	3	3
Expected return on plan assets	(77)	(71)			(2)	(1)
Amortization of prior service credit	1	(1)				(1)
Amortization of actuarial losses		10	1	1		
Net periodic cost/(benefit)	\$ (4)	\$ 7	\$ 4	\$ 4	\$ 2	\$ 2

Six months ended June 30 In millions	Qualified Pension Plan		Nonqualified Pension Plan		Postretirement Benefits	
	2018	2017	2018	2017	2018	2017
Net periodic cost consists of:						
Service cost	\$ 58	\$ 51	\$ 1	\$ 1	\$ 2	\$ 2
Interest cost	85	89	5	6	6	7
Expected return on plan assets	(153)	(142)			(3)	(2)
Amortization of prior service credit	1	(2)				(1)
Amortization of actuarial losses		22	2	2		
Net periodic cost/(benefit)	\$ (9)	\$ 18	\$ 8	\$ 9	\$ 5	\$ 6

(a) The service cost component is included in Personnel expense on the Consolidated Income Statement. All other components are included in Other noninterest expense on the Consolidated Income Statement.

NOTE 9 FINANCIAL DERIVATIVES

We use derivative financial instruments primarily to help manage exposure to interest rate, market and credit risk and reduce the effects that changes in interest rates may have on net income, the fair value of assets and liabilities and cash flows. We also enter into derivatives with customers to facilitate their risk management activities. Derivatives represent contracts between parties that usually require little or no initial net investment and result in one party delivering cash or another type of asset to the other party based on a notional amount and an underlying as specified in the contract.

For more information regarding derivatives see Note 1 Accounting Policies and Note 13 Financial Derivatives in our 2017 Form 10-K.

The following table presents the notional amounts and gross fair values of all derivative assets and liabilities held by us.

Table 63: Total Gross Derivatives

In millions	June 30, 2018			December 31, 2017		
	Notional / Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)	Notional / Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)
Derivatives used for hedging under GAAP						
Interest rate contracts (c):						
Fair value hedges	\$ 32,612	\$ 14	\$ 13	\$ 34,059	\$ 114	\$ 94
Cash flow hedges	21,802	4		23,875	60	6
Foreign exchange contracts:						
Net investment hedges	1,049	19		1,060		11
Total derivatives designated for hedging under GAAP	\$ 55,463	\$ 37	\$ 13	\$ 58,994	\$ 174	\$ 111
Derivatives not used for hedging under GAAP						
Derivatives used for mortgage banking activities (d):						
Interest rate contracts:						
Swaps	\$ 69,325		\$ 4	\$ 48,335	\$ 162	\$ 42
Futures (e)	53,525			47,494		
Mortgage-backed commitments	6,808	\$ 30	17	8,999	19	9
Other	6,310	13		2,530	11	2
Subtotal	135,968	43	21	107,358	192	53
Derivatives used for customer-related activities:						
Interest rate contracts:						
Swaps	218,121	1,140	1,875	194,042	2,079	1,772
Futures (e)	3,801			3,453		
Mortgage-backed commitments	2,582	7	4	2,228	2	2
Other	21,073	69	65	17,775	75	36
Subtotal	245,577	1,216	1,944	217,498	2,156	1,810
Foreign exchange contracts and other	29,225	532	517	27,330	349	332
Subtotal	274,802	1,748	2,461	244,828	2,505	2,142
Derivatives used for other risk management activities:						
Foreign exchange contracts and other (f)	8,431	64	388	7,445	3	550
Total derivatives not designated for hedging under GAAP	\$ 419,201	\$ 1,855	\$ 2,870	\$ 359,631	\$ 2,700	\$ 2,745
Total gross derivatives	\$ 474,664	\$ 1,892	\$ 2,883	\$ 418,625	\$ 2,874	\$ 2,856
Less: Impact of legally enforceable master netting agreements		742	742		1,054	1,054
Less: Cash collateral received/paid		92	723		636	763
Total derivatives		\$ 1,058	\$ 1,418		\$ 1,184	\$ 1,039

(a) Included in Other assets on our Consolidated Balance Sheet.

(b) Included in Other liabilities on our Consolidated Balance Sheet.

(c) Represents primarily swaps.

(d) Includes both residential and commercial mortgage banking activities.

(e) Futures contracts settle in cash daily and, therefore, no derivative asset or derivative liability is recognized on our Consolidated Balance Sheet.

(f) Includes our obligation to fund a portion of certain BlackRock LTIP programs and the swaps entered into in connection with sales of a portion of Visa Class B common shares.

All derivatives are carried on our Consolidated Balance Sheet at fair value. Derivative balances are presented on the Consolidated Balance Sheet on a net basis taking into consideration the effects of legally enforceable master netting agreements and, when appropriate, any related cash collateral exchanged with counterparties. Further discussion regarding the offsetting rights associated with these legally enforceable master netting agreements is included in the Offsetting, Counterparty Credit Risk and Contingent Features section of this Note 9. Any nonperformance risk, including credit risk, is included in the determination of the estimated net fair value of the derivatives. Exchange-traded and over-the-counter cleared derivative instruments are typically settled in cash each day based on the prior day value. In the first quarter of 2018, we changed our presentation for variation margin related to derivative instruments cleared through a central clearinghouse as a result of changes made by that clearinghouse to its rules governing such instruments with its counterparties. This variation margin is now recorded as a settlement payment instead of collateral. The impact at June 30, 2018 was a reduction of gross derivative assets and gross derivative liabilities of \$1.7 billion and \$.5 billion, respectively. The accounting change had no impact on the net fair value of the derivative assets and liabilities that otherwise would have been reported on our Consolidated Balance Sheet. See Table 67 for more information.

Derivatives Designated As Hedging Instruments under GAAP

Certain derivatives used to manage interest rate and foreign exchange risk as part of our asset and liability risk management activities are designated as accounting hedges under GAAP. Derivatives hedging the risks associated with changes in the fair value of assets or liabilities are considered fair value hedges, derivatives hedging the variability of expected future cash flows are considered cash flow hedges, and derivatives hedging a net investment in a foreign subsidiary are considered net investment hedges. Designating derivatives as accounting hedges allows for gains and losses on those derivatives to be recognized in the same period and in the same income statement line item as the earnings impact of the hedged items.

Fair Value Hedges

We enter into receive-fixed, pay-variable interest rate swaps to hedge changes in the fair value of outstanding fixed-rate debt caused by fluctuations in market interest rates. We also enter into pay-fixed, receive-variable interest rate swaps and zero-coupon swaps to hedge changes in the fair value of fixed rate and zero-coupon investment securities caused by fluctuations in market interest rates. Gains and losses on the interest rate swaps designated in these hedge relationships, along with the offsetting gains and losses on the hedged items attributable to the hedged risk, are recognized in current earnings within the same income statement line item.

Cash Flow Hedges

We enter into receive-fixed, pay-variable interest rate swaps to modify the interest rate characteristics of designated commercial loans from variable to fixed in order to reduce the impact of changes in future cash flows due to market interest rate changes. We also periodically enter into forward purchase and sale contracts to hedge the variability of the consideration that will be paid or received related to the purchase or sale of investment securities. The forecasted purchase or sale is consummated upon gross settlement of the forward contract itself. For these cash flow hedges, gains and losses on the interest rate swaps and forward contracts are recorded in AOCI and are then reclassified into earnings in the same period the hedged cash flows affect earnings and within the same income statement line as the hedged cash flows.

In the 12 months that follow June 30, 2018, we expect to reclassify net derivative losses of \$12 million pretax, or \$10 million after-tax, from AOCI to interest income for both cash flow hedge strategies. This reclassified amount could differ from amounts actually recognized due to changes in interest rates, hedge de-designations and the addition of other hedges subsequent to June 30, 2018. As of June 30, 2018, the maximum length of time over which forecasted transactions are hedged is seven years.

The amount of cash flow hedge ineffectiveness recognized in income was not significant for the 2017 period presented.

Detail regarding the net gains (losses) related to our fair value and cash flow hedge derivatives is presented in the following table.

Table 64: Gains (Losses) Recognized on Fair Value and Cash Flow Hedges in the Consolidated Income Statement (a) (b)

In millions	Location and Amount of Gains (Losses) Recognized in Income			
	Interest Income		Interest Expense	Noninterest Income
	Loans	Investment Securities	Borrowed Funds	Other
For the three months ended June 30, 2018				
Total amounts on the Consolidated Income Statement	\$ 2,345	\$ 557	\$ 408	\$ 334
Gains (losses) on fair value hedges recognized on:				
Hedged items (c)		\$ (24)	\$ 100	
Derivatives		\$ 27	\$ (125)	
Amounts related to interest settlements on derivatives		\$ 1	\$ 7	
Gains (losses) on cash flow hedges (d):				
Amount of derivative gains (losses) reclassified from accumulated OCI	\$ 11	\$ 3		\$ 5
For the three months ended June 30, 2017				
Total amounts on the Consolidated Income Statement	\$ 2,040	\$ 495	\$ 273	\$ 304
Gains (losses) on fair value hedges recognized on:				
Hedged items		\$ 33	\$ (75)	
Derivatives		\$ (34)	\$ 67	
Amounts related to interest settlements on derivatives		\$ (10)	\$ 61	
Gains (losses) on cash flow hedges - interest rate contracts (d):				
Amount of derivative gains (losses) reclassified from accumulated OCI	\$ 44	\$ 5		
For the six months ended June 30, 2018				
Total amounts on the Consolidated Income Statement	\$ 4,573	\$ 1,069	\$ 752	\$ 579
Gains (losses) on fair value hedges recognized on:				
Hedged items (c)		\$ (114)	\$ 470	
Derivatives		\$ 119	\$ (495)	
Amounts related to interest settlements on derivatives		\$ (2)	\$ 33	
Gains (losses) on cash flow hedges (d):				
Amount of derivative gains (losses) reclassified from accumulated OCI	\$ 37	\$ 7		\$ 7
For the six months ended June 30, 2017				
Total amounts on the Consolidated Income Statement	\$ 3,944	\$ 988	\$ 513	\$ 605
Gains (losses) on fair value hedges recognized on:				
Hedged items		\$ 12	\$ 11	
Derivatives		\$ (12)	\$ (28)	
Amounts related to interest settlements on derivatives		\$ (25)	\$ 137	
Gains (losses) on cash flow hedges - interest rate contracts (d):				
Amount of derivative gains (losses) reclassified from accumulated OCI	\$ 90	\$ 11		\$ 3

(a) For all periods presented, there were no components of derivative gains or losses excluded from the assessment of hedge effectiveness for any of the fair value or cash flow hedge strategies.

(b) All cash flow and fair value hedge derivatives were interest rate contracts for the periods presented.

(c) Includes an insignificant amount of fair value hedge adjustments related to discontinued hedge relationships.

(d) For all periods presented, there were no gains or losses from cash flow hedge derivatives reclassified to income because it became probable that the original forecasted transaction would not occur.

Detail regarding the impact of fair value hedge accounting on the carrying value of the hedged items is presented in the following table.

Table 65: Hedged Items - Fair Value Hedges

In millions	June 30, 2018	
	Carrying Value of the Hedged Items	Cumulative Fair Value Hedge Adjustment included in the Carrying Value of Hedged Items (a)
Investment securities - Available for Sale (b)	\$ 7,125	\$ (199)
Borrowed funds	\$ 27,818	\$ (580)

(a) Includes \$.5 billion of fair value hedge adjustments primarily related to borrowed funds discontinued relationships.

(b) Carrying value shown represents amortized cost.

Net Investment Hedges

We enter into foreign currency forward contracts to hedge non-U.S. dollar net investments in foreign subsidiaries against adverse changes in foreign exchange rates. We assess whether the hedging relationship is highly effective in achieving offsetting changes in the value of the hedge and hedged item by qualitatively verifying that the critical terms of the hedge and hedged item match at the inception of the hedging relationship and on an ongoing basis. Net investment hedge derivatives are classified as foreign exchange contracts. There were no components of derivative gains or losses excluded from the assessment of the hedge effectiveness for all periods presented. During the first three and six months of 2017 there was no net investment hedge ineffectiveness. Gains (losses) on net investment hedge derivatives recognized in OCI were net gains of \$69 million and \$30 million for the three and six months ended June 30, 2018, respectively, compared with net losses of \$36 million and \$50 million for the three and six months ended June 30, 2017, respectively.

Derivatives Not Designated As Hedging Instruments under GAAP

We also enter into derivatives that are not designated as accounting hedges under GAAP. For additional information on derivatives not designated as hedging instruments under GAAP see Note 13 Financial Derivatives in our 2017 Form 10-K.

Further detail regarding the gains (losses) on derivatives not designated in hedging relationships is presented in the following table.

Table 66: Gains (Losses) on Derivatives Not Designated for Hedging under GAAP

In millions	Three months ended June 30		Six months ended June 30	
	2018	2017	2018	2017
Derivatives used for mortgage banking activities:				
Interest rate contracts (a)	\$ (18)	\$ 80	\$ (132)	\$ 73
Derivatives used for customer-related activities:				
Interest rate contracts	25	19	81	53
Foreign exchange contracts and other	13	40	57	72
Gains (losses) from customer-related activities (b)	38	59	138	125
Derivatives used for other risk management activities:				
Foreign exchange contracts and other (b) (c)	147	(106)	130	(156)
Total gains (losses) from derivatives not designated as hedging instruments	\$ 167	\$ 33	\$ 136	\$ 42

(a) Included in Residential mortgage, Corporate services and Other noninterest income on our Consolidated Income Statement.

(b) Included in Other noninterest income on our Consolidated Income Statement.

(c) Includes BlackRock LTIP funding obligation and the swaps entered into in connection with sales of a portion of Visa Class B common shares.

Offsetting, Counterparty Credit Risk and Contingent Features

We generally utilize a net presentation on the Consolidated Balance Sheet for those derivative financial instruments entered into with counterparties under legally enforceable master netting agreements. The master netting agreements reduce credit risk by permitting the closeout netting of all outstanding derivative instruments under the master netting agreement with the same counterparty upon the occurrence of an event of default. The master netting agreement also may require the exchange of cash or marketable securities to collateralize either party's net position. For additional information on derivative offsetting, counterparty credit risk and contingent features see Note 13 Financial Derivatives in our 2017 Form 10-K.

Table 67 shows the impact legally enforceable master netting agreements had on our derivative assets and derivative liabilities as of June 30, 2018 and December 31, 2017. The table includes cash collateral held or pledged under legally enforceable master netting agreements. The table also includes the fair value of any securities collateral held or pledged under legally enforceable master netting agreements. Cash and securities collateral amounts are included in the table only to the extent of the related net derivative fair values.

Table 67: Derivative Assets and Liabilities Offsetting

In millions	Amounts Offset on the Consolidated Balance Sheet						Securities Collateral Held / (Pledged) Under Master Netting Agreements	Net Amounts
	Gross Fair Value	Fair Value Offset Amount	Cash Collateral	Net Fair Value				
June 30, 2018								
Derivative assets								
Interest rate contracts:								
Over-the-counter cleared (a)	\$ 15			\$ 15				\$ 15
Exchange-traded	1			1				1
Over-the-counter	1,261	\$ 467	\$ 81	713	\$ 20			693
Foreign exchange and other contracts	615	275	11	329				329
Total derivative assets	\$ 1,892	\$ 742	\$ 92	\$ 1,058	(b)	\$ 20		\$ 1,038
Derivative liabilities								
Interest rate contracts:								
Over-the-counter cleared (a)	\$ 12			\$ 12				\$ 12
Over-the-counter	1,966	\$ 591	\$ 482	893				893
Foreign exchange and other contracts	905	151	241	513				513
Total derivative liabilities	\$ 2,883	\$ 742	\$ 723	\$ 1,418	(c)			\$ 1,418
December 31, 2017								
Derivative assets								
Interest rate contracts:								
Over-the-counter cleared	\$ 827	\$ 251	\$ 567	\$ 9				\$ 9
Over-the-counter	1,695	668	67	960	\$ 32			928
Foreign exchange and other contracts	352	135	2	215				215
Total derivative assets	\$ 2,874	\$ 1,054	\$ 636	\$ 1,184	(b)	\$ 32		\$ 1,152
Derivative liabilities								
Interest rate contracts:								
Over-the-counter cleared	\$ 260	\$ 251		\$ 9				\$ 9
Over-the-counter	1,703	662	669	372				372
Foreign exchange and other contracts	893	141	94	658				658
Total derivative liabilities	\$ 2,856	\$ 1,054	\$ 763	\$ 1,039	(c)			\$ 1,039

(a) Reflects our first quarter 2018 change in accounting presentation for variation margin for certain derivative instruments cleared through a central clearing house. The accounting change reduced the asset and liability gross fair values with corresponding reductions to the fair value and cash collateral offsets, resulting in no changes to the net fair value amounts.

(b) Represents the net amount of derivative assets included in Other assets on our Consolidated Balance Sheet.

(c) Represents the net amount of derivative liabilities included in Other liabilities on our Consolidated Balance Sheet.

Table 67 includes over-the-counter (OTC) derivatives, OTC cleared derivatives and exchange-traded derivatives. OTC derivatives represent contracts executed bilaterally with counterparties that are not settled through an organized exchange or cleared through a central clearing house. The majority of OTC derivatives are governed by the International Swaps and Derivatives Association (ISDA) documentation or other legally enforceable master netting agreements. OTC cleared derivatives represent contracts executed bilaterally with counterparties in the OTC market that are novated to a central clearing house who then becomes our counterparty. Exchange-traded derivatives represent standardized futures and options contracts executed directly on an organized exchange.

In addition to using master netting agreements and other collateral agreements to reduce credit risk associated with derivative instruments, we also seek to manage credit risk by evaluating credit ratings of counterparties and by using internal credit analysis, limits and monitoring procedures.

At June 30, 2018, we held cash, U.S. government securities and mortgage-backed securities totaling \$2.2 billion under master netting agreements and other collateral agreements to collateralize net derivative assets due from counterparties, and we pledged cash totaling \$1.3 billion under these agreements to collateralize net derivative liabilities owed to counterparties and to meet initial margin requirements. These totals may differ from the amounts presented in the preceding offsetting table because these totals may include collateral exchanged under an agreement that does not qualify as a master netting agreement or because the total amount of collateral held or pledged exceeds the net derivative fair values with the counterparty as of the balance sheet date due to timing or other factors, such as initial margin. To the extent not netted against the derivative fair values under a master netting agreement, the receivable for

cash pledged is included in Other assets and the obligation for cash held is included in Other liabilities on our Consolidated Balance Sheet. Securities held from counterparties are not recognized on our balance sheet. Likewise securities we have pledged to counterparties remain on our balance sheet.

Certain derivative agreements contain various credit-risk related contingent provisions, such as those that require our debt to maintain a specified credit rating from one or more of the major credit rating agencies. If our debt ratings were to fall below such specified ratings, the counterparties to the derivative instruments could request immediate payment or demand immediate and ongoing full collateralization on derivative instruments in net liability positions. The aggregate fair value of all derivative instruments with credit-risk-related contingent features that were in a net liability position on June 30, 2018 was \$2.0 billion for which we had posted collateral of \$0.8 billion in the normal course of business. The maximum additional amount of collateral we would have been required to post if the credit-risk-related contingent features underlying these agreements had been triggered on June 30, 2018 would be \$1.2 billion.

NOTE 10 EARNINGS PER SHARE

Table 68: Basic and Diluted Earnings Per Common Share

	Three months ended June 30		Six months ended June 30	
	2018	2017	2018	2017
In millions, except per share data				
Basic				
Net income	\$ 1,356	\$ 1,097	\$ 2,595	\$ 2,171
Less:				
Net income attributable to noncontrolling interests	10	10	20	27
Preferred stock dividends	55	55	118	118
Preferred discount accretion and redemptions	1	2	2	23
Net income attributable to common shares	1,290	1,030	2,455	2,003
Less:				
Dividends and undistributed earnings allocated to participating securities	5	4	10	10
Net income attributable to basic common shares	\$ 1,285	\$ 1,026	\$ 2,445	\$ 1,993
Basic weighted-average common shares outstanding	469	484	471	486
Basic earnings per common share (a)	\$ 2.74	\$ 2.12	\$ 5.19	\$ 4.10
Diluted				
Net income attributable to basic common shares	\$ 1,285	\$ 1,026	\$ 2,445	\$ 1,993
Less: Impact of BlackRock earnings per share dilution	3	1	5	5
Net income attributable to diluted common shares	\$ 1,282	\$ 1,025	\$ 2,440	\$ 1,988
Basic weighted-average common shares outstanding	469	484	471	486
Dilutive potential common shares	3	4	3	5
Diluted weighted-average common shares outstanding	472	488	474	491
Diluted earnings per common share (a)	\$ 2.72	\$ 2.10	\$ 5.15	\$ 4.05

(a) Basic and diluted earnings per share under the two-class method are determined on net income reported on the income statement less earnings allocated to nonvested restricted shares and restricted share units with nonforfeitable dividends and dividend rights (participating securities).

NOTE 11 TOTAL EQUITY AND OTHER COMPREHENSIVE INCOME

Activity in total equity for the six months ended June 30, 2018 and 2017 follows:

Table 69: Rollforward of Total Equity

In millions	Shares Outstanding Common Stock	Shareholders' Equity						Non-controlling Interests	Total Equity
		Common Stock	Capital Surplus - Preferred Stock	Capital Surplus - Common Stock and Other	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		
Balance at January 1, 2017	485	\$ 2,709	\$ 3,977	\$ 12,674	\$ 31,670	\$ (265)	\$ (5,066)	\$ 1,155	\$ 46,854
Net income					2,144			27	2,171
Other comprehensive income (loss), net of tax						167			167
Cash dividends declared									
Common (\$1.10 per share)					(540)				(540)
Preferred					(118)				(118)
Preferred stock discount accretion			4		(4)				
Redemption of noncontrolling interests (a)					(19)			(981)	(1,000)
Common stock activity (b)		1		9					10
Treasury stock activity	(5)			(232)			(921)		(1,153)
Other				(106)				(100)	(206)
Balance at June 30, 2017 (c)	480	\$ 2,710	\$ 3,981	\$ 12,345	\$ 33,133	\$ (98)	\$ (5,987)	\$ 101	\$ 46,185
Balance at December 31, 2017	473	\$ 2,710	\$ 3,985	\$ 12,389	\$ 35,481	\$ (148)	\$ (6,904)	\$ 72	\$ 47,585
Cumulative effect of ASU adoptions (d)					(22)	6			(16)
Balance at January 1, 2018	473	\$ 2,710	\$ 3,985	\$ 12,389	\$ 35,459	\$ (142)	\$ (6,904)	\$ 72	\$ 47,569
Net income					2,575			20	2,595
Other comprehensive income (loss), net of tax						(798)			(798)
Cash dividends declared									
Common (\$1.50 per share)					(713)				(713)
Preferred					(118)				(118)
Preferred stock discount accretion			2		(2)				
Common stock activity (b)				9					9
Treasury stock activity	(8)			(26)			(1,413)		(1,439)
Other				(109)				(21)	(130)
Balance at June 30, 2018 (c)	465	\$ 2,710	\$ 3,987	\$ 12,263	\$ 37,201	\$ (940)	\$ (8,317)	\$ 71	\$ 46,975

(a) See Note 15 Equity in our 2017 Form 10-K for additional information on the redemption of Perpetual Trust Securities.

(b) Common stock activity totaled less than .5 million shares issued.

(c) The par value of our preferred stock outstanding was less than \$.5 million at each date and, therefore, is excluded from this presentation.

(d) Represents the cumulative effect of adopting ASU 2014-09, ASU 2016-01, ASU 2017-12 and ASU 2018-02. See the Recently Adopted Accounting Standards portion of Note 1 Accounting Policies in our First Quarter 2018 Form 10-Q for additional detail on the adoption of these ASUs.

Warrants

We had 2.1 million and 3.5 million warrants outstanding at June 30, 2018 and December 31, 2017, respectively. As of June 30, 2018, each warrant entitles the holder to purchase one share of PNC common stock at an exercise price of \$67.157 per share. In accordance with the terms of the warrants, the warrants are exercised on a non-cash net basis with the warrant holder receiving PNC common shares determined based on the excess of the market price of PNC common stock on the exercise date over the exercise price of the warrant. The outstanding warrants will expire as of December 31, 2018 and are considered in the calculation of diluted earnings per common share in Note 10 Earnings Per Share in this Report.

On July 5, 2018, PNC declared a quarterly common stock dividend of \$95 per share to shareholders of record as of July 17, 2018. In accordance with the terms of the warrants, the declaration of a dividend in excess of \$.66 per share may result in an adjustment to the warrant exercise price and to the warrant share number. As a result of this dividend, the warrant exercise price was reduced from \$67.157 to \$67.016 per share on July 17, 2018 and the warrant share number remained 1.00.

Other Comprehensive Income

Details of other comprehensive income (loss) are as follows:

Table 70: Other Comprehensive Income

In millions	Three months ended June 30		Six months ended June 30	
	2018	2017	2018	2017
Net unrealized gains (losses) on non-OTTI securities				
Increase in net unrealized gains (losses) on non-OTTI securities	\$ (161)	\$ 169	\$ (806)	\$ 236
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities interest income	2	5	6	10
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income	(8)	13	(11)	6
Net increase (decrease), pre-tax	(155)	151	(801)	220
Effect of income taxes	36	(58)	186	(83)
Net increase (decrease), after-tax	(119)	93	(615)	137
Net unrealized gains (losses) on OTTI securities				
Increase in net unrealized gains (losses) on OTTI securities	3	61	17	98
Less: OTTI losses realized on securities reclassified to noninterest income		(1)		(1)
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income				2
Net increase (decrease), pre-tax	3	62	17	97
Effect of income taxes	(1)	(24)	(5)	(37)
Net increase (decrease), after-tax	2	38	12	60
Net unrealized gains (losses) on cash flow hedge derivatives				
Increase in net unrealized gains (losses) on cash flow hedge derivatives	(94)	39	(255)	17
Less: Net gains (losses) realized as a yield adjustment reclassified to loan interest income	11	44	37	90
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities interest income	3	5	7	11
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income	5		7	3
Net increase (decrease), pre-tax	(113)	(10)	(306)	(87)
Effect of income taxes	26	4	70	32
Net increase (decrease), after-tax	(87)	(6)	(236)	(55)
Pension and other postretirement benefit plan adjustments				
Net pension and other postretirement benefit activity	5	36	66	(38)
Amortization of actuarial loss (gain) reclassified to other noninterest expense	1	11	2	24
Amortization of prior service cost (credit) reclassified to other noninterest expense		(2)	1	(3)
Net increase (decrease), pre-tax	6	45	69	(17)
Effect of income taxes	(1)	(17)	(16)	6
Net increase (decrease), after-tax	5	28	53	(11)
Other				
PNC's portion of BlackRock's OCI	(37)	20	(15)	22
Net investment hedge derivatives	69	(36)	30	(50)
Foreign currency translation adjustments and other	(67)	38	(23)	54
Net increase (decrease), pre-tax	(35)	22	(8)	26
Effect of income taxes	(7)	6	(4)	10
Net increase (decrease), after-tax	(42)	28	(12)	36
Total other comprehensive income, pre-tax	(294)	270	(1,029)	239
Total other comprehensive income, tax effect	53	(89)	231	(72)
Total other comprehensive income, after-tax	\$ (241)	\$ 181	\$ (798)	\$ 167

Table 71: Accumulated Other Comprehensive Income (Loss) Components

In millions, after-tax	Net unrealized gains (losses) on non-OTTI securities	Net unrealized gains (losses) on OTTI securities	Net unrealized gains (losses) on cash flow hedge derivatives	Pension and other postretirement benefit plan adjustments	Other	Total
Balance at March 31, 2017	\$ 96	\$ 128	\$ 284	\$ (592)	\$ (195)	\$ (279)
Net activity	93	38	(6)	28	28	181
Balance at June 30, 2017	\$ 189	\$ 166	\$ 278	\$ (564)	\$ (167)	\$ (98)
Balance at March 31, 2018	\$ (375)	\$ 225	\$ 35	\$ (494)	\$ (90)	\$ (699)
Net activity	(119)	2	(87)	5	(42)	(241)
Balance at June 30, 2018	\$ (494)	\$ 227	\$ (52)	\$ (489)	\$ (132)	\$ (940)
Balance at December 31, 2016	\$ 52	\$ 106	\$ 333	\$ (553)	\$ (203)	\$ (265)
Net activity	137	60	(55)	(11)	36	167
Balance at June 30, 2017	\$ 189	\$ 166	\$ 278	\$ (564)	\$ (167)	\$ (98)
Balance at December 31, 2017	\$ 62	\$ 215	\$ 151	\$ (446)	\$ (130)	\$ (148)
Cumulative effect of adopting ASU 2018-02 (a)	59		33	(96)	10	6
Balance at January 1, 2018	121	215	184	(542)	(120)	(142)
Net activity	(615)	12	(236)	53	(12)	(798)
Balance at June 30, 2018	\$ (494)	\$ 227	\$ (52)	\$ (489)	\$ (132)	\$ (940)

(a) Represents the cumulative impact of adopting ASU 2018-02 which permits the reclassification to retained earnings of the income tax effects stranded within AOCI. See the Recently Adopted Accounting Standards portion of Note 1 Accounting Policies in our First Quarter 2018 Form 10-Q for additional detail on this adoption.

NOTE 12 LEGAL PROCEEDINGS

We establish accruals for legal proceedings, including litigation and regulatory and governmental investigations and inquiries, when information related to the loss contingencies represented by those matters indicates both that a loss is probable and that the amount of loss can be reasonably estimated. Any such accruals are adjusted thereafter as appropriate to reflect changed circumstances. When we are able to do so, we also determine estimates of possible losses or ranges of possible losses, whether in excess of any related accrued liability or where there is no accrued liability, for disclosed legal proceedings (“Disclosed Matters,” which are those matters disclosed in this Note 12 as well as those matters disclosed in Note 19 Legal Proceedings in Part II, Item 8 of our 2017 Form 10-K and in Note 12 Legal Proceedings in Part I, Item 1 of our first quarter 2018 Form 10-Q (such prior disclosure collectively referred to as “Prior Disclosure”). For Disclosed Matters where we are able to estimate such possible losses or ranges of possible losses, as of June 30, 2018, we estimate that it is reasonably possible that we could incur losses in an aggregate amount of up to approximately \$100 million. The estimates included in this amount are based on our analysis of currently available information and are subject to significant judgment and a variety of assumptions and uncertainties. As new information is obtained we may change our estimates. Due to the inherent subjectivity of the assessments and unpredictability of outcomes of legal proceedings, any amounts accrued or included in this aggregate amount may not represent the ultimate loss to us from the legal proceedings in question. Thus, our exposure and ultimate losses may be higher, and possibly significantly so, than the amounts accrued or this aggregate amount.

As a result of the types of factors described in Note 19 in our 2017 Form 10-K, we are unable, at this time, to estimate the losses that it is reasonably possible that we could incur or ranges of such losses with respect to some of the matters disclosed, and the aggregate estimated amount provided above does not include an estimate for every Disclosed Matter. Therefore, as the estimated aggregate amount disclosed above does not include all of the Disclosed Matters, the amount disclosed above does not represent our maximum reasonably possible loss exposure for all of the Disclosed Matters. The estimated aggregate amount also does not reflect any of our exposure to matters not so disclosed, as discussed below under “Other.”

We include in some of the descriptions of individual Disclosed Matters certain quantitative information related to the plaintiff’s claim against us as alleged in the plaintiff’s pleadings or other public filings or otherwise publicly available information. While information of this type may provide insight into the potential magnitude of a matter, it does not necessarily represent our estimate of reasonably possible loss or our judgment as to any currently appropriate accrual.

Some of our exposure in Disclosed Matters may be offset by applicable insurance coverage. We do not consider the possible availability of insurance coverage in determining the amounts of any accruals (although we record the amount of related insurance recoveries that are deemed probable up to the amount of the accrual) or in determining any estimates of possible losses or ranges of possible losses.

Interchange Litigation

In June 2018, with respect to the antitrust lawsuits that have been consolidated for pretrial proceedings in the district court under the caption *In re Payment Card Interchange Fee and Merchant-Discount Antitrust Litigation* (Master File No. 1:05-md-1720-JG-JO), the relevant parties reached an agreement in principle to resolve the claims of the class seeking damages. The parties are now negotiating the terms of a formal class settlement agreement, which would be subject to court approval.

Captive Mortgage Reinsurance Litigation

In December 2011, a lawsuit (*White, et al. v. The PNC Financial Services Group, Inc., et al.* (Civil Action No. 11-7928)) was filed against PNC (as successor in interest to National City Corporation and several of its subsidiaries) and several mortgage insurance companies in the U.S. District Court for the Eastern District of Pennsylvania. This lawsuit, which was brought as a class action, alleged that National City structured its program of reinsurance of private mortgage insurance in such a way as to avoid a true transfer of risk from the mortgage insurers to National City's captive reinsurer. The plaintiffs alleged that the payments from the mortgage insurers to the captive reinsurer constitute kickbacks, referral payments, or unearned fee splits prohibited under the Real Estate Settlement Procedures Act (RESPA), as well as common law unjust enrichment. The plaintiffs claimed, among other things, that from the beginning of 2004 until the end of 2010 National City's captive reinsurer collected from the mortgage insurance company defendants at least \$219 million as its share of borrowers' private mortgage insurance premiums and that its share of paid claims during this period was approximately \$12 million. The plaintiffs sought to certify a nationwide class of all persons who obtained residential mortgage loans originated, funded or originated through correspondent lending by National City or any of its subsidiaries or affiliates between January 1, 2004 and the present and, in connection with these mortgage loans, purchased private mortgage insurance and whose residential mortgage loans were included within National City's captive mortgage reinsurance arrangements. Plaintiffs sought, among other things, statutory damages under RESPA (which include treble damages), restitution of reinsurance premiums collected, disgorgement of profits, and attorneys' fees.

As of July 2013, the plaintiffs had filed two amended complaints. In March 2015, the parties stipulated to, and the court ordered, a stay of all proceedings pending the outcome of another matter then on appeal before the U.S. Court of Appeals for the Third Circuit that also involves overlapping issues. In February 2016, the court of appeals in the other matter issued a decision favorable to our position. In September 2016, the plaintiffs moved to lift the stay and for permission to file a Third Amended Class Action Complaint to add claims under the Racketeer Influenced and Corrupt Organizations Act (RICO) and to assert that the RESPA claim is not barred by the statute of limitations under the "continuing violations doctrine" because every acceptance of a reinsurance premium is a new occurrence for these purposes. In January 2017, the court denied the plaintiffs' motion to amend to add a RICO claim, but granted their motion permitting them to rely on the continuing violations doctrine to assert claims under RESPA.

In July 2018, the parties entered into a final agreement settling the case, following which the case was dismissed. The financial impact of the settlement was not material to PNC.

Mortgage Foreclosure False Claims Act Lawsuit

In June 2018, the United States District Court for the Southern District of New York dismissed all claims against PNC Bank in the matter pending under the caption *United States ex rel. Grubea v. Rosicki, Rosicki & Associates, P.C., et al.* (12 Civ. 7199 (JSR)).

Other Regulatory and Governmental Inquiries

We are the subject of investigations, audits and other forms of regulatory and governmental inquiry covering a broad range of issues in our consumer, mortgage, brokerage, securities and other financial services businesses, as well as other aspects of our operations. In some cases, these inquiries are part of reviews of specified activities at multiple industry participants; in others, they are directed at PNC individually. These inquiries, including those described in Prior Disclosure, may lead to administrative, civil or criminal proceedings, and possibly result in remedies including fines, penalties, restitution, or alterations in our business practices, and in additional expenses and collateral costs and other consequences. These inquiries may result in significant reputational harm or other adverse collateral consequences even if direct resulting remedies are not material to us.

Our practice is to cooperate fully with regulatory and governmental investigations, audits and other inquiries, including those described in Prior Disclosure.

Other

In addition to the proceedings or other matters described above and in Prior Disclosure, PNC and persons to whom we may have indemnification obligations, in the normal course of business, are subject to various other pending and threatened legal proceedings in which claims for monetary damages and other relief are asserted. We do not anticipate, at the present time, that the ultimate aggregate

liability, if any, arising out of such other legal proceedings will have a material adverse effect on our financial position. However, we cannot now determine whether or not any claims asserted against us or others to whom we may have indemnification obligations, whether in the proceedings or other matters described above or otherwise, will have a material adverse effect on our results of operations in any future reporting period, which will depend on, among other things, the amount of the loss resulting from the claim and the amount of income otherwise reported for the reporting period.

NOTE 13 COMMITMENTS

In the normal course of business, we have various commitments outstanding, certain of which are not included on our Consolidated Balance Sheet. The following table presents our outstanding commitments to extend credit along with significant other commitments as of June 30, 2018 and December 31, 2017, respectively.

Table 72: Commitments to Extend Credit and Other Commitments

In millions	June 30 2018	December 31 2017
Commitments to extend credit		
Total commercial lending	\$ 118,354	\$ 112,125
Home equity lines of credit	16,756	17,852
Credit card	26,413	24,911
Other	4,876	4,753
Total commitments to extend credit	166,399	159,641
Net outstanding standby letters of credit (a)	8,269	8,651
Reinsurance agreements (b)	1,605	1,654
Standby bond purchase agreements (c)	991	843
Other commitments (d)	1,146	1,732
Total commitments to extend credit and other commitments	\$ 178,410	\$ 172,521

(a) Net outstanding standby letters of credit include \$3.0 billion and \$3.5 billion at June 30, 2018 and December 31, 2017, respectively, which support remarketing programs.

(b) Represents aggregate maximum exposure up to the specified limits of the reinsurance contracts provided by our wholly-owned captive insurance subsidiary. These amounts reflect estimates based on availability of financial information from insurance carriers. As of June 30, 2018, the aggregate maximum exposure amount comprised \$1.4 billion for accidental death & dismemberment contracts and \$.2 billion for credit life, accident and health contracts. Comparable amounts at December 31, 2017 were \$1.5 billion and \$.2 billion, respectively.

(c) We enter into standby bond purchase agreements to support municipal bond obligations.

(d) Includes \$.5 billion related to investments in qualified affordable housing projects at both June 30, 2018 and December 31, 2017.

Commitments to Extend Credit

Commitments to extend credit, or net unfunded loan commitments, represent arrangements to lend funds or provide liquidity subject to specified contractual conditions. These commitments generally have fixed expiration dates, may require payment of a fee, and contain termination clauses in the event the customer's credit quality deteriorates.

Net Outstanding Standby Letters of Credit

We issue standby letters of credit and share in the risk of standby letters of credit issued by other financial institutions, in each case to support obligations of our customers to third-parties, such as insurance requirements and the facilitation of transactions involving capital markets product execution. Approximately 89% and 91% of our net outstanding standby letters of credit were rated as Pass as of June 30, 2018 and December 31, 2017, respectively, with the remainder rated as Criticized. An internal credit rating of Pass indicates the expected risk of loss is currently low, while a rating of Criticized indicates a higher degree of risk.

If the customer fails to meet its financial or performance obligation to the third-party under the terms of the contract or there is a need to support a remarketing program, then upon a draw by a beneficiary, subject to the terms of the letter of credit, we would be obligated to make payment to them. The standby letters of credit outstanding on June 30, 2018 had terms ranging from less than one year to seven years.

As of June 30, 2018, assets of \$1.2 billion secured certain specifically identified standby letters of credit. In addition, a portion of the remaining standby letters of credit issued on behalf of specific customers is also secured by collateral or guarantees that secure the customers' other obligations to us. The carrying amount of the liability for our obligations related to standby letters of credit and participations in standby letters of credit was \$.2 billion at June 30, 2018 and is included in Other liabilities on our Consolidated Balance Sheet.

NOTE 14 SEGMENT REPORTING

We have four reportable business segments:

- Retail Banking
- Corporate & Institutional Banking
- Asset Management Group
- BlackRock

Results of individual businesses are presented based on our internal management reporting practices. There is no comprehensive, authoritative body of guidance for management accounting equivalent to GAAP; therefore, the financial results of our individual businesses are not necessarily comparable with similar information for any other company. We periodically refine our internal methodologies as management reporting practices are enhanced. To the extent significant and practicable, retrospective application of new methodologies is made to prior period reportable business segment results and disclosures to create comparability with the current period.

Net interest income in business segment results reflects our internal funds transfer pricing methodology. Assets receive a funding charge and liabilities and capital receive a funding credit based on a transfer pricing methodology that incorporates product repricing characteristics, tenor and other factors.

Total business segment financial results differ from total consolidated net income. The impact of these differences is reflected in the “Other” category in the business segment tables. “Other” includes residual activities that do not meet the criteria for disclosure as a separate reportable business, such as asset and liability management activities including net securities gains or losses, other-than-temporary impairment of investment securities, certain trading activities, certain non-strategic runoff consumer loan portfolios, private equity investments, intercompany eliminations, most corporate overhead, tax adjustments that are not allocated to business segments, gains or losses related to BlackRock transactions, integration costs, exited businesses and differences between business segment performance reporting and financial statement reporting (GAAP), including the presentation of net income attributable to noncontrolling interests as the segments’ results exclude their portion of net income attributable to noncontrolling interests. Assets, revenue and earnings attributable to foreign activities were not material in the periods presented for comparative purposes.

Financial results are presented, to the extent practicable, as if each business operated on a stand-alone basis. Additionally, we have aggregated the results for corporate support functions within “Other” for financial reporting purposes.

Our allocation of the costs incurred by shared support areas not directly aligned with the businesses is primarily based on the use of services.

A portion of capital is intended to cover unexpected losses and is assigned to our business segments using our risk-based economic capital model, including consideration of the goodwill at those business segments, as well as the diversification of risk among the business segments, ultimately reflecting our portfolio risk adjusted capital allocation.

We have allocated the allowances for loan and lease losses and for unfunded loan commitments and letters of credit based on the loan exposures within each business segment’s portfolio. Key reserve assumptions and estimation processes react to and are influenced by observed changes in loan portfolio performance experience, the financial strength of the borrower and economic conditions. Key reserve assumptions are periodically updated.

Business Segment Products and Services

Retail Banking provides deposit, lending, brokerage, insurance services, investment management and cash management products and services to consumer and small business customers within our primary geographic markets. Our customers are serviced through our branch network, ATMs, call centers, online banking and mobile channels. The branch network is located primarily in Pennsylvania, Ohio, New Jersey, Michigan, Illinois, Maryland, Indiana, Florida, North Carolina, Kentucky, Washington, D.C., Delaware, Virginia, Georgia, Alabama, Missouri, Wisconsin and South Carolina. Deposit products include checking, savings and money market accounts and certificates of deposit. Lending products include residential mortgages, home equity loans and lines of credit, auto loans, credit cards, education loans and personal and small business loans and lines of credit. The residential mortgage loans are directly originated within our branch network and nationwide, and are typically underwritten to government agency and/or third-party standards, and either sold, servicing retained, or held on our balance sheet. Brokerage, investment management and cash management products and services include managed, education, retirement and trust accounts.

Corporate & Institutional Banking provides lending, treasury management and capital markets-related products and services to mid-sized and large corporations, and government and not-for-profit entities. Lending products include secured and unsecured loans, letters of credit and equipment leases. Treasury management services include cash and investment management, receivables management, disbursement services, funds transfer services, information reporting and global trade services. Capital markets-related products and services include foreign exchange, derivatives, securities underwriting, loan syndications, mergers and acquisitions advisory and equity capital markets advisory related services. We also provide commercial loan servicing and technology solutions for the commercial real estate finance industry. Products and services are provided nationally. We offer certain products and services internationally.

Asset Management Group provides personal wealth management for high net worth and ultra high net worth clients and institutional asset management. Wealth management products and services include investment and retirement planning, customized investment management, private banking, tailored credit solutions and trust management and administration for individuals and their families. Our Hawthorn unit provides multi-generational family planning including estate, financial, tax planning, fiduciary, investment management and consulting, private banking, personal administrative services, asset custody and customized performance reporting to ultra high net worth families. Institutional asset management provides advisory, custody and retirement administration services. The business also offers PNC proprietary mutual funds. Institutional clients include corporations, unions, municipalities, non-profits, foundations and endowments, largely within our primary geographic markets.

BlackRock, in which we hold an equity investment, is a leading publicly-traded investment management firm providing a broad range of investment, risk management and technology services to institutional and retail clients worldwide. Using a diverse platform of active and index investment strategies across asset classes, BlackRock develops investment outcomes and asset allocation solutions for clients. Product offerings include single- and multi-asset class portfolios investing in equities, fixed income, alternatives and money market instruments. BlackRock also offers an investment and risk management technology platform, risk analytics, advisory and technology services and solutions to a broad base of institutional and wealth management investors.

Our equity investment in BlackRock provides us with an additional source of noninterest income and increases our overall revenue diversification. BlackRock is a publicly-traded company, and additional information regarding its business is available in its filings with the Securities and Exchange Commission (SEC). At June 30, 2018, our economic interest in BlackRock was 22%. We received cash dividends from BlackRock of \$201 million and \$177 million during the first six months of 2018 and 2017, respectively.

Table 73: Results of Businesses

Three months ended June 30 In millions	Retail Banking	Corporate & Institutional Banking	Asset Management Group	BlackRock	Other	Consolidated (a)
2018						
Income Statement						
Net interest income	\$ 1,277	\$ 877	\$ 72	\$ 187	\$ 2,413	
Noninterest income	678	635	222	\$ 232	144	1,911
Total revenue	1,955	1,512	294	232	331	4,324
Provision for credit losses (benefit)	72	15	7		(14)	80
Depreciation and amortization	47	45	13		132	237
Other noninterest expense	1,403	594	210		140	2,347
Income before income taxes and noncontrolling interests	433	858	64	232	73	1,660
Income taxes (benefit)	103	183	15	37	(34)	304
Net income	\$ 330	\$ 675	\$ 49	\$ 195	\$ 107	\$ 1,356
Average Assets (b)	\$ 89,021	\$ 153,619	\$ 7,469	\$ 7,811	\$ 117,707	\$ 375,627
2017						
Income Statement						
Net interest income	\$ 1,139	\$ 853	\$ 73	\$ 193	\$ 2,258	
Noninterest income	645	588	217	\$ 186	166	1,802
Total revenue	1,784	1,441	290	186	359	4,060
Provision for credit losses (benefit)	50	87	(7)		(32)	98
Depreciation and amortization	47	54	14		128	243
Other noninterest expense	1,323	548	201		164	2,236
Income before income taxes and noncontrolling interests	364	752	82	186	99	1,483
Income taxes (benefit)	134	234	30	42	(54)	386
Net income	\$ 230	\$ 518	\$ 52	\$ 144	\$ 153	\$ 1,097
Average Assets (b)	\$ 88,671	\$ 148,267	\$ 7,516	\$ 7,132	\$ 118,716	\$ 370,302

Six months ended June 30 In millions	Retail Banking	Corporate & Institutional Banking	Asset Management Group	BlackRock	Other	Consolidated (a)
2018						
Income Statement						
Net interest income	\$ 2,495	\$ 1,738	\$ 146	\$ 395	\$ 4,774	
Noninterest income	1,313	1,182	448	\$ 467	251	3,661
Total revenue	3,808	2,920	594	467	646	8,435
Provision for credit losses (benefit)	141	56			(25)	172
Depreciation and amortization	92	93	25		260	470
Other noninterest expense	2,753	1,172	416		300	4,641
Income before income taxes and noncontrolling interests	822	1,599	153	467	111	3,152
Income taxes (benefit)	196	340	36	75	(90)	557
Net income	\$ 626	\$ 1,259	\$ 117	\$ 392	\$ 201	\$ 2,595
Average Assets (b)	\$ 88,879	\$ 152,769	\$ 7,484	\$ 7,811	\$ 119,006	\$ 375,949
2017						
Income Statement						
Net interest income	\$ 2,259	\$ 1,655	\$ 144	\$ 360	\$ 4,418	
Noninterest income	1,248	1,112	435	\$ 372	359	3,526
Total revenue	3,507	2,767	579	372	719	7,944
Provision for credit losses (benefit)	121	112	(9)		(38)	186
Depreciation and amortization	89	90	25		253	457
Other noninterest expense	2,596	1,096	407		325	4,424
Income before income taxes and noncontrolling interests	701	1,469	156	372	179	2,877
Income taxes (benefit)	258	467	57	83	(159)	706
Net income	\$ 443	\$ 1,002	\$ 99	\$ 289	\$ 338	\$ 2,171
Average Assets (b)	\$ 88,559	\$ 145,445	\$ 7,517	\$ 7,132	\$ 119,717	\$ 368,370

(a) There were no material intersegment revenues for the three and six months ended June 30, 2018 and 2017.

(b) Period-end balances for BlackRock.

NOTE 15 FEE-BASED REVENUE FROM CONTRACTS WITH CUSTOMERS

A subset of our noninterest income relates to certain fee-based revenue within the scope of ASC Topic 606 *Revenue from Contracts with Customers* (Topic 606). The objective of the standard is to clarify the principles for recognizing revenue from contracts with customers across all industries and to develop a common revenue standard under GAAP. The standard requires the application of a five-step recognition model to contracts, allocating the amount of consideration we expect to be entitled to across distinct promises in the contract, called performance obligations, and recognizing revenue when or as those services are transferred to the customer.

Fee-based revenue within the scope of Topic 606 is recognized within three of our reportable business segments, Retail Banking, Corporate & Institutional Banking (C&IB) and Asset Management Group. Income recognized from our investment in BlackRock, also a reportable segment, is outside of the scope of the standard. Topic 606 also excludes interest income, income from lease contracts, fair value gains from financial instruments (including derivatives), income from mortgage servicing rights and guarantee products, letter of credit fees, non-refundable fees associated with acquiring or originating a loan and gains from the sale of financial assets.

The following tables present noninterest income within the scope of Topic 606 disaggregated by segment. A description of the fee-based revenue and how it is recognized for each segment's principal services and products follows each table.

Table 74: Retail Banking Noninterest Income Disaggregation

In millions	Three Months Ended June 30, 2018		Six Months Ended June 30, 2018	
Product				
Deposit account fees	\$	145	\$	289
Debit card fees		127		244
Brokerage fees		88		174
Merchant services		55		102
Net credit card fees (a)		49		94
Other		73		143
Total in-scope noninterest income by product	\$	537	\$	1,046
Reconciliation to total Retail Banking noninterest income				
Total in-scope noninterest income	\$	537	\$	1,046
Total out-of-scope noninterest income (b)		141		267
Total Retail Banking noninterest income	\$	678	\$	1,313

(a) Net credit card fees consists of interchange fees of \$115 million and \$217 million and credit card reward costs of \$66 million and \$123 million for the three and six months ended June 30, 2018, respectively.

(b) Out-of-scope noninterest income includes revenue streams that fall under the scope of other accounting and disclosure requirements outside of Topic 606.

Deposit Account Fees

Retail Banking provides demand deposit, money market and savings account products for consumer and small business customers. Services include online and branch banking, overdraft and wire transfer services, imaging services and cash alternative services such as money orders and cashier's checks. We recognize fee income at the time these services are performed for the customer.

Debit Card and Net Credit Card Fees

As an issuing bank, Retail Banking earns interchange fee revenue from debit and credit card transactions. By offering card products, we maintain and administer card-related services such as credit card reward programs, account data and statement information, card activation, renewals, and card suspension and blockage. Interchange fees are earned when cardholders make purchases and are presented net of credit card reward costs.

Brokerage Fees

Retail Banking earns fee revenue by providing its customers a wide range of investment options through its brokerage services including mutual funds, annuities, stocks, bonds, long-term care and insurance products, and managed accounts. We earn fee revenue for transaction-based brokerage services, such as the execution of market trades, once the transaction has been completed as of the trade date. In other cases, such as investment management services, we earn fee revenue over the term of the customer contract.

Merchant Services

Retail Banking earns fee revenue for debit and credit card processing services. We provide these services to merchant businesses including point-of-sale payment acceptance capabilities and customized payment processing built around the merchant's specific requirements. We earn fee revenue as the merchant's customers make purchases.

Other

Other noninterest income primarily includes ATM fees earned from our customers and non-PNC customers. These fees are recognized as transactions occur.

Table 75: Corporate & Institutional Banking Noninterest Income Disaggregation

In millions	Three Months Ended June 30, 2018		Six Months Ended June 30, 2018	
Product				
Treasury management fees	\$	197	\$	382
Capital markets fees		135		250
Commercial mortgage banking activities		21		42
Other		19		35
Total in-scope noninterest income by product	\$	372	\$	709
Reconciliation to total Corporate & Institutional Banking noninterest income				
Total in-scope noninterest income	\$	372	\$	709
Total out-of-scope noninterest income (a)		263		473
Total Corporate & Institutional Banking noninterest income	\$	635	\$	1,182

(a) Out-of-scope noninterest income includes revenue streams that fall under the scope of other accounting and disclosure requirements outside of Topic 606.

Treasury Management Fees

C&IB provides corporations with cash and investment management services, receivables and disbursement management services, funds transfer services and access to online/mobile information management and reporting services. Treasury management fees are recognized over time as we perform these services.

Capital Markets Fees

Capital markets fees include securities underwriting fees, merger and acquisition advisory fees and other advisory related fees. We recognize these fees when the related transaction closes.

Commercial Mortgage Banking Activities

Commercial mortgage banking activities include servicing responsibilities where we do not own the servicing rights. Servicing responsibilities typically consist of collecting and remitting monthly borrower principal and interest payments, maintaining escrow deposits, performing loss mitigation and foreclosure activities, and, in certain instances, funding of servicing advances. We recognize servicing fees over time as we perform these activities.

Other

Other noninterest income within C&IB primarily comprised fees from collateral management and asset management services. We earn these fees over time as we perform these services.

Table 76: Asset Management Group Noninterest Income Disaggregation

In millions	Three Months Ended June 30, 2018		Six Months Ended June 30, 2018	
Customer Type				
Personal	\$	152	\$	306
Institutional		68		136
Total in-scope noninterest income by customer type	\$	220	\$	442
Reconciliation to Asset Management Group noninterest income				
Total in-scope noninterest income	\$	220	\$	442
Total out-of-scope noninterest income (a)		2		6
Total Asset Management Group noninterest income	\$	222	\$	448

(a) Out-of-scope noninterest income includes revenue streams that fall under the scope of other accounting and disclosure requirements outside of Topic 606.

Asset Management Services

Asset Management Group provides both personal wealth and institutional asset management services including investment management, custody services, retirement planning, family planning, trust management and retirement administration services. We recognize fee revenue over the term of the customer contract based on the value of assets under management at a point in time.

NOTE 16 SUBSEQUENT EVENTS

On July 26, 2018, PNC Bank issued \$750 million of subordinated notes with a maturity date of July 26, 2028. Interest is paid semi-annually at a fixed rate of 4.05% per annum on January 26 and July 26 of each year, beginning on January 26, 2019.

STATISTICAL INFORMATION (UNAUDITED)
THE PNC FINANCIAL SERVICES GROUP, INC.
Average Consolidated Balance Sheet And Net Interest Analysis (a) (b) (c)

Taxable-equivalent basis Dollars in millions	Six months ended June 30					
	2018			2017		
	Average Balances	Interest Income/ Expense	Average Yields/ Rates	Average Balances	Interest Income/ Expense	Average Yields/ Rates
Assets						
Interest-earning assets:						
Investment securities						
Securities available for sale						
Residential mortgage-backed						
Agency	\$ 25,986	\$ 343	2.64%	\$ 26,122	\$ 332	2.54%
Non-agency	2,334	73	6.25%	3,037	85	5.59%
Commercial mortgage-backed	4,491	62	2.76%	5,705	70	2.45%
Asset-backed	5,160	77	2.99%	5,927	74	2.49%
U.S. Treasury and government agencies	15,017	164	2.17%	12,990	112	1.72%
Other	4,172	75	3.61%	5,193	78	3.00%
Total securities available for sale	57,160	794	2.77%	58,974	751	2.54%
Securities held to maturity						
Residential mortgage-backed	15,216	218	2.86%	12,323	173	2.80%
Commercial mortgage-backed	854	16	3.74%	1,425	27	3.89%
Asset-backed	196	3	3.19%	523	6	2.28%
U.S. Treasury and government agencies	745	10	2.82%	531	8	3.09%
Other	1,904	42	4.42%	2,024	54	5.31%
Total securities held to maturity	18,915	289	3.06%	16,826	268	3.19%
Total investment securities	76,075	1,083	2.85%	75,800	1,019	2.69%
Loans						
Commercial	112,411	2,180	3.86%	105,024	1,767	3.35%
Commercial real estate	28,894	571	3.93%	29,418	500	3.38%
Equipment lease financing	7,670	131	3.43%	7,550	132	3.49%
Consumer	55,487	1,353	4.92%	56,591	1,261	4.49%
Residential real estate	17,437	382	4.38%	15,741	358	4.55%
Total loans	221,899	4,617	4.16%	214,324	4,018	3.75%
Interest-earning deposits with banks	23,329	191	1.64%	23,363	107	.92%
Other interest-earning assets	7,402	167	4.52%	9,076	156	3.46%
Total interest-earning assets/interest income	328,705	6,058	3.68%	322,563	5,300	3.29%
Noninterest-earning assets	47,244			45,807		
Total assets	\$ 375,949			\$ 368,370		
Liabilities and Equity						
Interest-bearing liabilities:						
Interest-bearing deposits						
Money market	\$ 57,355	167	.59%	\$ 63,034	83	.27%
Demand	60,017	68	.23%	57,157	31	.11%
Savings	49,791	162	.65%	40,620	88	.44%
Time deposits	16,737	77	.93%	17,136	61	.71%
Total interest-bearing deposits	183,900	474	.52%	177,947	263	.30%
Borrowed funds						
Federal Home Loan Bank borrowings	20,839	209	2.00%	20,410	119	1.16%
Bank notes and senior debt	28,887	390	2.69%	23,910	232	1.93%
Subordinated debt	5,016	105	4.20%	6,854	123	3.57%
Other	4,558	48	2.01%	5,067	39	1.54%
Total borrowed funds	59,300	752	2.52%	56,241	513	1.82%
Total interest-bearing liabilities/interest expense	243,200	1,226	1.01%	234,188	776	.66%
Noninterest-bearing liabilities and equity:						
Noninterest-bearing deposits	76,925			77,710		
Accrued expenses and other liabilities	9,031			10,258		
Equity	46,793			46,214		
Total liabilities and equity	\$ 375,949			\$ 368,370		
Interest rate spread			2.67%			2.63%
Impact of noninterest-bearing sources			.27			.18
Net interest income/margin	\$ 4,832		2.94%	\$ 4,524		2.81%

(continued on following page)

Average Consolidated Balance Sheet And Net Interest Analysis (a) (b) (c) (Continued)

Taxable-equivalent basis Dollars in millions	Three months ended June 30					
	2018			2017		
	Average Balances	Interest Income/ Expense	Average Yields/ Rates	Average Balances	Interest Income/ Expense	Average Yields/ Rates
Assets						
Interest-earning assets:						
Investment securities						
Securities available for sale						
Residential mortgage-backed						
Agency	\$ 26,527	\$ 178	2.68%	\$ 25,862	\$ 163	2.51%
Non-agency	2,271	37	6.52%	2,947	41	5.58%
Commercial mortgage-backed	4,449	31	2.76%	5,493	35	2.56%
Asset-backed	5,161	40	3.11%	5,863	37	2.48%
U.S. Treasury and government agencies	15,719	90	2.25%	12,881	58	1.78%
Other	4,112	41	4.06%	5,093	39	3.08%
Total securities available for sale	58,239	417	2.85%	58,139	373	2.56%
Securities held to maturity						
Residential mortgage-backed	15,608	113	2.89%	12,790	90	2.82%
Commercial mortgage-backed	807	8	3.71%	1,393	14	4.30%
Asset-backed	194	2	3.48%	490	3	2.35%
U.S. Treasury and government agencies	747	5	2.83%	533	4	3.10%
Other	1,884	19	4.39%	2,007	27	5.28%
Total securities held to maturity	19,240	147	3.07%	17,213	138	3.22%
Total investment securities	77,479	564	2.91%	75,352	511	2.71%
Loans						
Commercial	113,349	1,136	3.97%	106,944	932	3.45%
Commercial real estate	28,888	295	4.04%	29,655	261	3.48%
Equipment lease financing	7,494	58	3.16%	7,602	69	3.65%
Consumer	55,387	686	4.96%	56,342	635	4.52%
Residential real estate	17,566	192	4.36%	15,830	180	4.55%
Total loans	222,684	2,367	4.23%	216,373	2,077	3.82%
Interest-earning deposits with banks	21,017	93	1.78%	22,543	58	1.04%
Other interest-earning assets	6,905	87	4.98%	9,748	82	3.38%
Total interest-earning assets/interest income	328,085	3,111	3.78%	324,016	2,728	3.35%
Noninterest-earning assets	47,542			46,286		
Total assets	\$ 375,627			\$ 370,302		
Liabilities and Equity						
Interest-bearing liabilities:						
Interest-bearing deposits						
Money market	\$ 56,199	89	.64%	\$ 62,157	47	.30%
Demand	60,409	37	.25%	57,513	17	.12%
Savings	51,115	94	.74%	42,128	47	.45%
Time deposits	16,634	41	.98%	17,214	32	.73%
Total interest-bearing deposits	184,357	261	.57%	179,012	143	.32%
Borrowed funds						
Federal Home Loan Bank borrowings	20,956	118	2.23%	20,405	63	1.23%
Bank notes and senior debt	28,787	214	2.95%	24,817	125	2.00%
Subordinated debt	4,855	54	4.50%	6,607	61	3.66%
Other	4,368	22	1.82%	5,695	24	1.67%
Total borrowed funds	58,966	408	2.74%	57,524	273	1.89%
Total interest-bearing liabilities/interest expense	243,323	669	1.10%	236,536	416	.70%
Noninterest-bearing liabilities and equity:						
Noninterest-bearing deposits	76,632			77,375		
Accrued expenses and other liabilities	8,944			10,432		
Equity	46,728			45,959		
Total liabilities and equity	\$ 375,627			\$ 370,302		
Interest rate spread			2.68%	2.65%		
Impact of noninterest-bearing sources			.28	.19		
Net interest income/margin			\$ 2,442 2.96%	\$ 2,312 2.84%		

(a) Nonaccrual loans are included in loans, net of unearned income. The impact of financial derivatives used in interest rate risk management is included in the interest income/expense and average yields/rates of the related assets and liabilities. Basis adjustments related to hedged items are included in noninterest-earning assets and noninterest-bearing liabilities. Average balances of securities are based on amortized historical cost (excluding adjustments to fair value, which are included in other assets). Average balances for certain loans and borrowed funds accounted for at fair value are included in noninterest-earning assets and noninterest-bearing liabilities, with changes in fair value recorded in Noninterest income.

(b) Loan fees for the three months ended June 30, 2018 and June 30, 2017 were \$33 million and \$30 million, respectively. Loan fees for the six months ended June 30, 2018 and June 30, 2017 were \$65 million and \$54 million, respectively.

- (c) Interest income calculated as taxable-equivalent interest income. To provide more meaningful comparisons of interest income and yields for all interest-earning assets, as well as net interest margins, we use interest income on a taxable-equivalent basis in calculating average yields and net interest margin by increasing the interest income earned on tax-exempt assets to make it fully equivalent to interest income earned on taxable investments. This adjustment is not permitted under GAAP. See Reconciliation of Taxable-Equivalent Net Interest Income in this Statistical Information section for more information.

RECONCILIATION OF TAXABLE-EQUIVALENT NET INTEREST INCOME (NON-GAAP) (a)

In millions	Six months ended		Three months ended	
	June 30, 2018	June 30, 2017	June 30, 2018	June 30, 2017
Net interest income (GAAP)	\$ 4,774	\$ 4,418	\$ 2,413	\$ 2,258
Taxable-equivalent adjustments	58	106	29	54
Net interest income (Non-GAAP)	\$ 4,832	\$ 4,524	\$ 2,442	\$ 2,312

(a) The interest income earned on certain earning assets is completely or partially exempt from federal income tax. As such, these tax-exempt instruments typically yield lower returns than taxable investments. To provide more meaningful comparisons of net interest income, we use interest income on a taxable-equivalent basis by increasing the interest income earned on tax-exempt assets to make it fully equivalent to interest income earned on taxable investments. This adjustment is not permitted under GAAP. As a result of the Tax Cuts and Jobs Act, which was enacted into law during the fourth quarter of 2017, the statutory tax rate for corporations was lowered to 21% from 35%, effective January 1, 2018. Amounts for the 2017 periods were calculated using the previously applicable statutory federal income tax rate of 35%.

TRANSITIONAL BASEL III AND FULLY PHASED-IN BASEL III COMMON EQUITY TIER 1 CAPITAL RATIOS (NON-GAAP) – JUNE 30, 2017

Dollars in millions	2017 Transitional Basel III (a)	Fully Phased-In Basel III (Non-GAAP) (b)
	June 30 2017	June 30 2017
Common stock, related surplus and retained earnings, net of treasury stock	\$ 42,200	\$ 42,200
Less regulatory capital adjustments:		
Goodwill and disallowed intangibles, net of deferred tax liabilities	(9,156)	(9,225)
Basel III total threshold deductions	(1,144)	(1,702)
Accumulated other comprehensive income (loss) (c)	(167)	(209)
All other adjustments	(179)	(181)
Basel III Common equity Tier 1 capital	\$ 31,554	\$ 30,883
Basel III standardized approach risk-weighted assets (d)	\$ 306,379	\$ 314,389
Basel III advanced approaches risk-weighted assets (e)	N/A	\$ 282,472
Basel III Common equity Tier 1 capital ratio	10.3 %	9.8 %
Risk weight and associated rules utilized	Standardized (with 2017 transition adjustments)	Standardized

(a) Calculated using the regulatory capital methodology applicable to PNC during 2017 and calculated based on the standardized approach.

(b) 2017 Fully Phased-In Basel III results are presented as Pro forma estimates.

(c) Represents net adjustments related to accumulated other comprehensive income (loss) for securities currently and those transferred from available for sale, as well as pension and other postretirement plans.

(d) Basel III standardized approach risk-weighted assets are based on the Basel III standardized approach rules and include credit and market risk-weighted assets.

(e) Basel III advanced approaches risk-weighted assets are based on the Basel III advanced approaches rules, and include credit, market, and operational risk-weighted assets. During the parallel run qualification phase, PNC has refined the data, models, and internal processes used as part of the advanced approaches for determining risk-weighted assets. We anticipate additional refinements to this calculation through the parallel run qualification phase.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See the information set forth in Note 12 Legal Proceedings in the Notes To Consolidated Financial Statements under Part I, Item 1 of this Report, which is incorporated by reference in response to this item.

ITEM 1A. RISK FACTORS

There are no material changes in our risk factors from those previously disclosed in PNC's 2017 Form 10-K in response to Part I, Item 1A.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Details of our repurchases of PNC common stock during thesecond quarter of 2018 are included in the following table:

2018 period In thousands, except per share data	Total shares purchased (a)	Average price paid per share	Total shares purchased as part of publicly announced programs (b)	Maximum number of shares that may yet be purchased under the programs (b)
April 1 - 30	1,622	\$ 147.36	1,618	34,199
May 1 - 31	1,690	\$ 147.74	1,690	32,509
June 1 - 30	2,357	\$ 141.89	2,357	30,152
Total	5,669	\$ 145.20		

(a) Includes PNC common stock purchased in connection with our various employee benefit plans generally related to shares used to cover employee payroll tax withholding requirements. Note 11 Employee Benefit Plans and Note 12 Stock Based Compensation Plans in the Notes To Consolidated Financial Statements of our 2017 Annual Report on Form 10-K include additional information regarding our employee benefit and equity compensation plans that use PNC common stock.

(b) On March 11, 2015, we announced that our Board of Directors approved the establishment of a stock repurchase program authorization in the amount of 100 million shares of PNC common stock, effective April 1, 2015. Repurchases are made in open market or privately negotiated transactions and the timing and exact amount of common stock repurchases will depend on a number of factors including, among others, market and general economic conditions, regulatory capital considerations, alternative uses of capital, the potential impact on our credit ratings, and contractual and regulatory limitations, including the results of the supervisory assessment of capital adequacy and capital planning processes undertaken by the Federal Reserve as part of the CCAR process. In June 2017, we announced share repurchase programs of up to \$2.7 billion for the four quarter period beginning with the third quarter of 2017, including repurchases of up to \$300 million related to employee benefit plans, in accordance with PNC's 2017 capital plan. In the second quarter of 2018, we repurchased 5.7 million shares of common stock on the open market, with an average price of \$145.20 per share and an aggregate repurchase price of \$.8 billion.

ITEM 6. EXHIBITS

The following exhibit index lists Exhibits filed, or in the case of Exhibits 32.1 and 32.2 furnished, with this Quarterly Report on Form 10-Q:

EXHIBIT INDEX

10.50	2018 Form of Performance Share Units Award Agreement
10.51	2018 Form of Restricted Share Units Award Agreement
10.52	2018 Form of Restricted Share Units Award Agreement - Senior Leaders Program
12.1	Computation of Ratio of Earnings to Fixed Charges
12.2	Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividends
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350
32.2	Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350
101	Interactive Data File (XBRL)

You can obtain copies of these Exhibits electronically at the SEC's website at www.sec.gov or by mail from the Public Reference Section of the SEC at 100 F Street, N.E., Washington, DC 20549 at prescribed rates. The Exhibits are also available as part of this Form 10-Q on PNC's corporate website at www.pnc.com/secfilings. Shareholders and bondholders may also obtain copies of Exhibits, without charge, by contacting Shareholder Relations at 800-843-2206 or via e-mail at investor.relations@pnc.com. The interactive data file (XBRL) exhibit is only available electronically.

CORPORATE INFORMATION

The PNC Financial Services Group, Inc.

Corporate Headquarters

The PNC Financial Services Group, Inc.
The Tower at PNC Plaza
300 Fifth Avenue
Pittsburgh, Pennsylvania 15222-2401
888-762-2265

Stock Listing

The common stock of The PNC Financial Services Group, Inc. is listed on the New York Stock Exchange under the symbol "PNC".

Internet Information

Our financial reports and information about our products and services are available on the internet at www.pnc.com. We provide information for investors on our corporate website under “About Us – Investor Relations.” We use our Twitter account, @pncnews, as an additional way of disseminating to the public information that may be relevant to investors.

We generally post the following under “About Us – Investor Relations” shortly before or promptly following its first use or release: financially-related press releases, including earnings releases and supplemental financial information, various SEC filings, including annual, quarterly and current reports and proxy statements, presentation materials associated with earnings and other investor conference calls or events, and access to live and recorded audio from earnings and other investor conference calls or events. In some cases, we may post the presentation materials for other investor conference calls or events several days prior to the call or event. When warranted, we will also use our website to expedite public access to time-critical information regarding PNC in advance of distribution of a press release or a filing with the SEC disclosing the same information. For earnings and other conference calls or events, we generally include in our posted materials a cautionary statement regarding forward-looking and adjusted information and we provide GAAP reconciliations when we refer to adjusted information and results. Where applicable, we provide GAAP reconciliations for such additional information in materials for that event or in materials for other prior investor presentations or in our annual, quarterly or current reports.

We are required periodically to provide additional public disclosure regarding estimated income, losses and pro forma regulatory capital ratios under supervisory and PNC-developed hypothetical severely adverse economic scenarios, as well as information concerning our capital stress testing processes, pursuant to the stress testing regulations adopted by the Federal Reserve and the OCC. We are also required to make certain additional regulatory capital-related public disclosures about our capital structure, risk exposures, risk assessment processes, risk-weighted assets and overall capital adequacy, including market risk-related disclosures and certain public disclosures regarding our liquidity position and liquidity risk management, under rules adopted by the Federal banking agencies. Under these regulations, we may satisfy these requirements through postings on our website, and we have done so and expect to continue to do so without also providing disclosure of this information through filings with the SEC.

Other information posted on our corporate website that may not be available in our filings with the SEC includes information relating to our corporate governance and communications from our chairman to shareholders, as well as our corporate social responsibility activities under “About Us – Corporate Responsibility.”

Where we have included web addresses in this Report, such as our web address and the web address of the SEC, we have included those web addresses as inactive textual references only. Except as specifically incorporated by reference into this Report, information on those websites is not part hereof.

Financial Information

We are subject to the informational requirements of the Securities Exchange Act of 1934 and, in accordance with the Exchange Act, we file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC File Number is 001-09718. You can obtain copies of these and other filings, including exhibits, electronically at the SEC’s internet website at www.sec.gov or on our corporate internet website at www.pnc.com/secfilings. Shareholders and bond holders may also obtain copies of these filings without charge by contacting Shareholder Services at 800-982-7652 or via the online contact form at www.computershare.com/contactus for copies without exhibits, and by contacting Shareholder Relations at 800-843-2206 or via email at investor.relations@pnc.com for copies of exhibits, including financial statement and schedule exhibits where applicable. The interactive data file (XBRL) exhibit is only available electronically.

Corporate Governance at PNC

Information about our Board of Directors and its committees and corporate governance at PNC is available on our corporate website at www.pnc.com/corporategovernance including our PNC Code of Business Conduct and Ethics. In addition, any future amendments to, or waivers from, a provision of the PNC Code of Business Conduct and Ethics that applies to our directors or executive officers (including our principal executive officer, principal financial officer and principal accounting officer or controller) will be posted at this internet address.

Shareholders who would like to request printed copies of the PNC Code of Business Conduct and Ethics or our Corporate Governance Guidelines or the charters of our Board’s Audit, Nominating and Governance, Personnel and Compensation, or Risk Committees (all of which are posted on the PNC corporate website) may do so by sending their requests to our Corporate Secretary at corporate headquarters at the above address. Copies will be provided without charge to shareholders.

Inquiries

For financial services call 888-762-2265.

Registered shareholders should contact Shareholder Services at 800-982-7652.

Analysts and institutional investors should contact Bryan Gill, Executive Vice President, Director of Investor Relations, at 412-768-4143 or via email at investor.relations@pnc.com.

News media representatives should contact PNC Media Relations at 412-762-4550 or via email at media.relations@pnc.com.

Common Stock Prices/Dividends Declared

The table below sets forth by quarter the range of high and low sale and quarter-end closing prices for our common stock and the cash dividends declared per common share.

					Cash Dividends Declared (a)
	High	Low	Close		
2018 Quarter					
First	\$ 163.59	\$ 143.94	\$ 151.24	\$.75	
Second	\$ 154.58	\$ 134.59	\$ 135.10	.75	
Total				\$ 1.50	
2017 Quarter					
First	\$ 131.83	\$ 113.66	\$ 120.24	\$.55	
Second	\$ 128.25	\$ 115.45	\$ 124.87	.55	
Third	\$ 135.73	\$ 119.77	\$ 134.77	.75	
Fourth	\$ 147.28	\$ 130.46	\$ 144.29	.75	
Total				\$ 2.60	

(a) Our Board approved a third quarter 2018 cash dividend of \$.95 per common share, with a payment date of August 5, 2018.

Dividend Policy

Holders of PNC common stock are entitled to receive dividends when declared by the Board of Directors out of funds legally available for this purpose. Our Board of Directors may not pay or set apart dividends on the common stock until dividends for all past dividend periods on any series of outstanding preferred stock have been paid or declared and set apart for payment. The Board presently intends to continue the policy of paying quarterly cash dividends. The amount of any future dividends will depend on economic and market conditions, our financial condition and operating results, and other factors, including contractual restrictions and applicable government regulations and policies (such as those relating to the ability of bank and non-bank subsidiaries to pay dividends to the parent company and regulatory capital limitations). The amount of our dividend is also currently subject to the results of the supervisory assessment of capital adequacy and capital planning processes undertaken by the Federal Reserve as part of the CCAR process as described in the Capital Management portion of the Risk Management section of the Financial Review of this Report and in the Supervision and Regulation section in Item 1 of our 2017 Form 10-K.

Dividend Reinvestment and Stock Purchase Plan

The PNC Financial Services Group, Inc. Dividend Reinvestment and Stock Purchase Plan enables holders of our common stock to conveniently purchase additional shares of common stock. You can obtain a prospectus and enrollment form by contacting Shareholder Services at 800-982-7652. Registered shareholders may also contact this phone number regarding dividends and other shareholder services.

Stock Transfer Agent and Registrar

Computershare Trust Company, N.A.
250 Royall Street
Canton, MA 02021
800-982-7652
www.computershare.com/pnc

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on August 2, 2018 on its behalf by the undersigned thereunto duly authorized.

/s/ Robert Q. Reilly

Robert Q. Reilly
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)



**THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN**

* * *

PERFORMANCE SHARE UNITS AWARD AGREEMENT

This Agreement, which includes the attached appendices (this “Agreement”) sets forth the terms and conditions of your performance share unit award made pursuant to The PNC Financial Services Group, Inc. 2016 Incentive Award Plan and any sub-plans thereto.

Appendix A to this Agreement sets forth additional terms and conditions of the Award, including restrictive covenant provisions. Appendix B to this Agreement sets forth certain definitions applicable to this Agreement generally. Appendix C to this Agreement sets forth the performance-based vesting conditions applicable to the Award and certain related definitions. Capitalized terms not otherwise defined in the body of this Agreement have the meaning ascribed to such terms in the Plan or Appendices A, B or C.

The Corporation and the Grantee named below (referenced in this Agreement as “you” or “your”) agree as follows:

Subject to your timely acceptance of this Agreement (as described in Section A below), the Corporation grants to you the Award set forth below, subject to the terms and conditions of the Plan and this Agreement.

A. GRANT AND ACCEPTANCE OF PSUs	
GRANTEE:	[Name]
GRANT DATE:	February 15, 2018
AWARD:	Performance share units (“ <u>PSUs</u> ”), each representing a right to receive one Share, and related Dividend Equivalents, payable in cash.
TARGET:	[# Shares] PSUs and related Dividend Equivalents
PERFORMANCE PERIOD:	January 1, 2018 - December 31, 2020 (other than limited exceptions in the event of death or a Change of Control, as described in <u>Appendix C</u>).

**AWARD ACCEPTANCE; AWARD
EFFECTIVE DATE:**

You must accept this Award by delivering an executed unaltered copy of this Agreement to the Corporation within 30 days of your receipt of this Agreement. Upon such execution and delivery of this Agreement by both you and the Corporation, this Agreement is effective as of the Grant Date (the "Award Effective Date"). If you do not properly accept this Award, the Corporation may, in its sole discretion, cancel the Award at any time thereafter.

B. VESTING REQUIREMENTS

B.1 *An Award becomes vested only upon satisfaction of both the service-based vesting requirements and the performance-based vesting requirements set forth below.*

**SERVICE-BASED VESTING
REQUIREMENTS**

Except as otherwise provided in this Agreement, you must remain continuously employed through and including the Committee-determined Final Award Date (as defined in Appendix B) or such earlier date as prescribed by Section B.2 below.

**PERFORMANCE-BASED VESTING
REQUIREMENTS**

Provided the service-based vesting requirements have been met, the Award will vest and become payable on the applicable Final Award Date upon the achievement of the performance goals set forth in Appendix C to this Agreement.

**B.2 EFFECT OF TERMINATION OF EMPLOYMENT PRIOR TO THE FINAL AWARD DATE ON VESTING
REQUIREMENTS**

RETIREMENT

Notwithstanding anything to the contrary in this Agreement, if your employment with PNC is terminated due to your Retirement, and not for Cause, then the service-based vesting requirements of the Award will be satisfied as of your Termination Date, but the Award will not vest and become payable until the Final Award Date, subject to satisfaction of the performance-based vesting requirements and your continued compliance with the terms and conditions of this Agreement.

DISABILITY

Notwithstanding anything to the contrary in this Agreement, if your employment with PNC is terminated by PNC due to your Disability, and not for Cause, then the service-based vesting requirements of the Award will be satisfied as of your Termination Date, but the Award will not vest and become payable until the Final Award Date, subject to satisfaction of the performance-based vesting requirements and your continued compliance with the terms and conditions of this Agreement.

DEATH

Notwithstanding anything to the contrary in this Agreement, if your employment with PNC ceases by reason of your death, or if you die after a termination of employment with PNC due to Disability or Retirement or following an Anticipatory Termination, but prior to the Final Award Date, then the service-based requirements of the Award will be satisfied as of your date of death, and the performance-based vesting requirements will be satisfied as further described in [Appendix C](#).

ANTICIPATORY TERMINATION

Notwithstanding anything to the contrary in this Agreement, if your termination of employment with PNC is an Anticipatory Termination, then the service-based vesting requirements of the Award will be satisfied as of the Termination Date, but the Award will not vest and become payable until the Final Award Date, subject to satisfaction of the performance-based vesting requirements and your continued compliance with the terms of this Agreement.

**TERMINATION FOLLOWING A
CHANGE OF CONTROL**

Notwithstanding anything to the contrary in this Agreement, if you have been continuously employed by PNC, including any successor entity, through the date of a Change of Control, and your employment with PNC is terminated following such Change of Control (but prior to the Final Award Date):

- (a) by PNC other than for Misconduct,
- (b) by you for Good Reason, or
- (c) for any reason (other than for Misconduct) on or after the first business day of the calendar year following the end of the Performance Period,

(each, a “[Qualifying Termination](#)”), then the service-based requirements of the Award will be satisfied as of your Termination Date, and the performance-based vesting requirements will be satisfied as further described in [Appendix C](#).

For the avoidance of doubt, upon the occurrence of a Change of Control, the Award will not become vested until the service-based vesting requirements are satisfied, either as set forth in Section B.1. or as a result of your Retirement, your termination of employment by reason of death or Disability, or the occurrence of a Qualifying Termination.

C. FORFEITURE

C.1	FORFEITURE UPON FAILURE TO MEET SERVICE-BASED VESTING REQUIREMENTS	Except as otherwise provided in Section B.2 above, if you cease to be an employee of PNC prior to an applicable Final Award Date, you will not have satisfied the service-based vesting requirements and the Award will be automatically forfeited and cancelled as of your Termination Date. Upon such forfeiture or cancellation, neither you nor your successors, heirs, assigns or legal representatives will have any further rights or interest in the Award under this Agreement.
C.2	FORFEITURE IN CONNECTION WITH DETRIMENTAL CONDUCT	At any time prior to the Final Award Date, to the extent that PNC (acting through a PNC Designated Person) determines in its sole discretion (a) that you have engaged in Detrimental Conduct and (b) to forfeit and cancel all or a specified portion of the outstanding Award as a result of such determination, then such portion will be forfeited and cancelled effective as of the date of such determination.
C.3	FORFEITURE UPON FAILURE TO SATISFY PERFORMANCE CONDITIONS	If the final Corporate Performance Factor (as defined in Appendix C) is determined by the Committee to be 0.00%, the Award will be forfeited and cancelled without payment of any consideration by PNC as of the date of such determination.
D.	DIVIDEND EQUIVALENTS	
D.1	GENERALLY	As of the Award Effective Date, you will be entitled to earn accrued cash Dividend Equivalents on the vested Payout Share Units (defined in Appendix C), in an amount equal to the cash dividends that would have been paid (without interest or reinvestment) between the Grant Date and the Final Award Date, as though you were the record holder of such Payout Share Units, and such Payout Share Units had been issued and outstanding shares on the Grant Date through the Final Award Date.

D.2 **ACCRUED DIVIDEND
EQUIVALENT PAYMENTS**

(a) Generally. Accrued Dividend Equivalents will vest and be paid out in cash, less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A, if and when the Award vests and pays out (at which point such Dividend Equivalents will terminate). Dividend Equivalents are subject to the same vesting requirements and payout size adjustments as the Award. If the PSUs to which such Dividend Equivalents relate are forfeited and cancelled, such related Dividend Equivalents will also be forfeited and cancelled.

(b) Payment Upon a Change of Control. Accrual of Dividend Equivalents will cease as of the Change of Control. Upon a Change of Control, Dividend Equivalents accrued (without reinvestment or interest) between the Grant Date and the Change of Control will vest and be paid out in cash, less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A, if and when the Award vests and pays out, as if you were the record holder of the number of Shares equal to the number of vested Payout Share Units underlying the Award from the Grant Date through the date of the Change of Control.

E.	PAYMENT OF THE AWARD
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E.1	PAYMENT TIMING	Except as otherwise provided below, vested Payout Share Units that remain outstanding will be settled as soon as practicable following the applicable Final Award Date (and no later than (x) December 31 st following the year of death, in the event of your death, or (y) March 15 th following the year the Award vests).
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E.2 FORM OF PAYMENT; AMOUNT

(a) Payment Generally. Except as provided in subsection (b) below, your Final Award will be settled at the time set forth in Section E.1 by delivery to you of that number of whole Shares equal to the number of Payout Share Units under your Final Award, less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A.

(b) Payment On or After a Change of Control.

Upon vesting on or after a Change of Control, vested Payout Share Units will be settled at the time set forth in Section E.1 by payment to you of cash in an amount equal to that number of whole Shares equal to the number of vested Payout Share Units, multiplied by the then current Fair Market Value of a share of Common Stock on the date of the Change of Control (subject to any applicable adjustment pursuant to Section 2 of Appendix A), less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A. Related accrued Dividend Equivalent payments will be paid to you in cash as described in Section D.2(b).

No interest will be paid with respect to any such payments made pursuant to this Section E.

F. RESTRICTIVE COVENANTS

Upon your acceptance of this Award, you shall become subject to the restrictive covenant provisions set forth in Section 1 of Appendix A.

G. CLAWBACK

The Award, and any right to receive and retain any Shares (if applicable), cash or other value pursuant to the Award, is subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under the Corporation's Incentive Compensation Adjustment and Clawback Policy, as in effect from time to time with respect to the Award, or any other applicable clawback, adjustment or similar policy in effect on or established after the Grant Date and to any clawback or recoupment that may be required by applicable law or regulation.

By accepting this Award, you agree that you are obligated to provide all assistance necessary to the Corporation to recover or recoup the Shares, cash or other value pursuant to the Award which are subject to recovery or recoupment pursuant to applicable law, government regulation, stock exchange listing requirement or PNC policy. Such assistance shall include completing any documentation necessary to recover or recoup the Shares, cash or other value pursuant to the Award from any accounts you maintain with PNC or any pending or future compensation.

A copy of the Incentive Compensation Adjustment and Clawback Policy is included in the materials distributed to you with this Agreement.



THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN

PERFORMANCE SHARE UNITS AWARD AGREEMENT

APPENDIX A

ADDITIONAL PROVISIONS

1. Restrictive Covenants. You and PNC acknowledge and agree that you have received adequate consideration with respect to enforcement of the provisions of this Section 1 by virtue of accepting this Award (regardless of whether the Award or any portion thereof is ultimately settled and paid to you); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent you from earning a living.

(a) Non-Solicitation; No-Hire. You agree to comply with the provisions of this Section 1(a) during the period of your employment with PNC and the 12-month period following your Termination Date, regardless of the reason for such termination of employment, as follows:

i. *Non-Solicitation.* You will not, directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any Person other than PNC, solicit, call on, do business with, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any Person that you should reasonably know (A) is a customer of PNC for which PNC provides any services as of your Termination Date, or (B) was a customer of PNC for which PNC provided any services at any time during the 12 months preceding your Termination Date, or (C) was, as of your Termination Date, considering retention of PNC to provide any services.

ii. *No-Hire.* You will not, directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any Person other than PNC, employ or offer to employ, call on, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any employee of PNC. You also will not assist any other Person in such activities.

Notwithstanding Section 1(a)(i) and Section 1(a)(ii) above, if your termination of employment with PNC is an Anticipatory Termination, then commencing immediately after your Termination Date, the provisions of Section 1(a)(i) and Section 1(a)(ii) will no longer apply and will be replaced with the following provision:

“**No-Hire.** You agree that you will not, for a period of one year after your Termination Date, employ or offer to employ, solicit, actively interfere with PNC or any PNC affiliate’s relationship with, or attempt to divert or entice away, any officer of PNC or any affiliate of PNC.”

(b) **Confidentiality.** During your employment with PNC and thereafter regardless of the reason for termination of such employment, you will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which is the exclusive and valuable property of PNC whether or not conceived of or prepared by you, other than (i) information generally known in PNC’s industry or acquired from public sources, (ii) as required in the course of employment by PNC, (iii) as required by any court, supervisory authority, administrative agency or applicable law, or (iv) with the prior written consent of PNC. Nothing in this Agreement, including this Section 1(b), is intended to limit you from reporting possible violations of law or regulation to any governmental entity or any self-regulatory organization or making other disclosures that are protected under the whistleblower provisions of federal, state or local law or regulation. You further understand and agree that you are not required to contact or receive consent from PNC before engaging in such communications with any such authorities.

(c) **Ownership of Inventions.** You will promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by you during the term of your employment with PNC, whether alone or with others, and that are (i) related directly or indirectly to the business or activities of PNC or (ii) developed with the use of any time, material, facilities or other resources of PNC (“**Developments**”). You agree to assign and hereby do assign to PNC or its designee all of your right, title and interest, including copyrights and patent rights, in and to all Developments. You will perform all actions and execute all instruments that PNC or any subsidiary will deem necessary to protect or record PNC’s or its designee’s interests in the Developments. The obligations of this Section 1(c) will be performed by you without further compensation and will continue beyond your Termination Date.

(d) **Enforcement Provisions.** You understand and agree to the following provisions regarding enforcement of Section 1 of this Agreement:

i. **Equitable Remedies.** A breach of the provisions of Sections 1(a) – 1(c) will cause PNC irreparable harm, and PNC will therefore be entitled to seek issuance of immediate, as well as permanent, injunctive relief restraining you, and

each and every person and entity acting in concert or participating with you, from initiation and/or continuation of such breach.

ii. *Tolling Period.* If it becomes necessary or desirable for PNC to seek compliance with the provisions of Section 1(a) by legal proceedings, the period during which you will comply with said provisions will extend for a period of 12 months from the date PNC institutes legal proceedings for injunctive or other relief.

iii. *Reform.* If any of Sections 1(a) – 1(c) are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which the restriction applies, it is the intent of both parties that the court reduce and reform the restriction so as to apply the greatest limitations considered enforceable by the court.

iv. *Waiver of Jury Trial.* Each of you and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 1(a) – 1(c).

v. *Application of Defend Trade Secrets Act.* Regardless of any other provision in this Agreement, you may be entitled to immunity and protection from retaliation under the Defend Trade Secrets Act of 2016 for disclosing trade secrets under certain limited circumstances, as set forth in PNC's Defend Trade Secrets Act policy. The policy is available for viewing on PNC's intranet under the "PNC Ethics" page.

2. Capital Adjustments upon a Change of Control. Upon the occurrence of a Change of Control, (a) the number, class and kind of PSUs then outstanding under the Award will automatically be adjusted to reflect the same changes as are made to outstanding shares of Common Stock generally, (b) the value per share unit of any share-denominated award amount will be measured by reference to the per share value of the consideration payable to a holder of Common Stock in connection with such Corporate Transaction or Transactions if applicable, and (c) with respect to stock-payable PSUs only, if the effect of the Corporate Transaction or Transactions on a holder of Common Stock is to convert that shareholder's holdings into consideration that does not consist solely (other than as to a minimal amount) of shares of Common Stock, then the entire value of any payment to be made to you will be made solely in cash at the applicable time specified in this Agreement.

3. Fractional Shares. No fractional Shares will be delivered to you. If the outstanding vested PSUs being settled in Shares include a fractional interest, such fractional interest will be eliminated by rounding down to the nearest whole share unit.

4. **No Rights as a Shareholder.** You will have no rights as a shareholder of the Corporation by virtue of this Award unless and until Shares are issued and delivered in settlement of the Award pursuant to and in accordance with this Agreement.

5. **Transfer Restrictions.**

(a) The Award may not be sold, assigned, transferred, exchanged, pledged, or otherwise alienated or hypothecated.

(b) If you are deceased at the time any outstanding vested PSUs are settled and paid out in accordance with the terms of this Agreement, such delivery of Shares, cash payment or other payment (as applicable) shall be made to the executor or administrator of your estate or to your other legal representative or, as permitted under the election procedures of the Plan's third-party administrator, to your designated beneficiary, in each case, as determined in good faith by the Corporation. Any delivery of Shares, cash payment or other payment made in good faith by the Corporation to your executor, other legal representative or permissible designated beneficiary, or retained by the Corporation for taxes pursuant to Section 6 of this Appendix A, shall extinguish all right to payment hereunder.

6. **Withholding Taxes.**

(a) You shall be solely responsible for any applicable taxes (including, without limitation, income and excise taxes), penalties and interest that you incur in connection hereunder. The Corporation will, at the time any withholding tax obligation arises in connection herewith, retain an amount sufficient to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection therewith from amounts then payable hereunder to you.

(b) If any such withholding is required prior to the time amounts are payable to you hereunder or if such amounts are not sufficient to satisfy such obligation in full, the withholding will be taken from other compensation then payable to you or as otherwise determined by PNC.

(c) The Corporation will withhold cash from any amounts then payable to you hereunder that are settled in cash. Unless the Committee or PNC Designated Person determines otherwise, with respect to stock-payable PSUs only, the Corporation will retain whole Shares from any amounts then payable to you hereunder (or pursuant to any other PSUs previously awarded to you under the Plan) in the form of Shares. For purposes of this Section 6(c), Shares retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value on the date the tax withholding obligation arises (as such date is determined by the Corporation).

7. **Employment.** Neither the granting of the Award nor any payment with respect to such Award authorized hereunder nor any term or provision of this Agreement

shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC to employ you for any period or in any way alter your status as an employee at will.

8. Miscellaneous.

(a) Subject to the Plan and Interpretations. In all respects the Award and this Agreement are subject to the terms and conditions of the Plan, which has been made available to you and is incorporated herein by reference. The terms of the Plan will not be considered an enlargement of any benefits under this Agreement. If the Plan and this Agreement conflict, the provisions of the Plan will govern. Interpretations of the Plan and this Agreement by the Committee are binding on you and PNC.

(b) Governing Law and Jurisdiction. This Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws provisions. Any dispute or claim arising out of or relating to this Agreement or claim of breach hereof will be brought exclusively in the Federal court for the Western District of Pennsylvania or in the Court of Common Pleas of Allegheny County, Pennsylvania. By execution of this Agreement, you and PNC hereby consent to the exclusive jurisdiction of such courts, and waive any right to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding under or in connection with this Agreement.

(c) Headings: Entire Agreement. Headings used in this Agreement are provided for reference and convenience only, are not considered part of this Agreement, and will not be employed in the construction of this Agreement. This Agreement, including any appendices or exhibits attached hereto, constitutes the entire agreement between you and PNC with respect to the subject matters addressed herein, and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties concerning the subject matters hereof.

(d) Modification. Modifications or adjustments to the terms of this Agreement may be made by the Corporation as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement will be effective unless embodied in a separate, subsequent writing signed by you and by an authorized representative of the Corporation.

(e) No Waiver. Failure of PNC to demand strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver of such term, covenant or condition, nor will any waiver or relinquishment of any such term, covenant or condition on any occasion or on multiple occasions be deemed a waiver or relinquishment of such term, covenant or condition.

(f) Severability. The restrictions and obligations imposed by this Agreement are separate and severable, and it is the intent of both parties that if any restriction or

obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon you.

(g) Applicable Laws. Notwithstanding anything in this Agreement, PNC will not be required to comply with any term, covenant or condition of this Agreement if and to the extent prohibited by law, including but not limited to Federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC.

(h) Compliance with Section 409A of the Internal Revenue Code. It is the intention of the parties that the Award and this Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable. This Agreement will be administered in a manner consistent with this intent, including as set forth in Section 20 of the Plan. If the Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), your right to the series of installment payments will be treated as a right to a series of separate payments and not as a right to a single payment.

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**THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN**

PERFORMANCE SHARE UNITS AWARD AGREEMENT

APPENDIX B

DEFINITIONS

Certain Definitions. Except as otherwise provided, the following definitions apply for purposes of this Agreement.

“Anticipatory Termination” means a termination of employment where PNC terminates your employment with PNC (other than for Misconduct or Disability) prior to the date on which a Change of Control occurs, and you reasonably demonstrated that such termination of employment (i) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (ii) otherwise arose in connection with or in anticipation of a Change of Control.

“Award Effective Date” has the meaning set forth in Section A of this Agreement.

“Change of Control” means:

(a) Any Person becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (x) the then-outstanding shares of Common Stock (the “Outstanding PNC Common Stock”) or (y) the combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”). The following acquisitions will not constitute a Change of Control for purposes of this definition: (1) any acquisition directly from the Corporation, (2) any acquisition by the Corporation, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any company controlled by, controlling or under common control with the Corporation (an “Affiliated Company”), (4) any acquisition pursuant to an Excluded Combination (as defined below) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock if the Incumbent Board (as defined below) as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied). For purposes of this definition, any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the shareholders of the Corporation, was approved

by a vote of at least two-thirds of the directors then comprising the Incumbent Board will be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of 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;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Corporation or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Corporation, or the acquisition of assets or stock of another entity by the Corporation or any of its subsidiaries (each, a “Business Combination”). A transaction otherwise meeting the definition of Business Combination will not be treated as a Change of Control if following completion of the transaction all or substantially all of the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of Common Stock (or, for a non-corporate 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 non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation’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 PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of the Corporation of a complete liquidation or dissolution of the Corporation.

“Competitive Activity” means any participation in, employment by, ownership of any equity interest exceeding one percent in, or promotion or organization of, any Person other than PNC (1) engaged in business activities similar to some or all of the business activities of PNC during your employment or (2) engaged in business activities that you know PNC intends to enter within the next 12 months (or, if after your Termination Date, within the first 12 months after your Termination Date), in either case whether you are acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein. For purposes of Competitive Activity as defined herein (and as such similar term is defined in any equity-based award agreement held by you), the term “subsidiary” will not include any company in which PNC holds an interest pursuant to its merchant banking authority.

“Detrimental Conduct” means:

(a) You have engaged in, without the prior written consent of PNC (with consent to be given or withheld at PNC's sole discretion), in any Competitive Activity in the Restricted Territory at any time during the period of your employment with PNC and the 12-month period following your Termination Date;

(b) any act of fraud, misappropriation, or embezzlement by you against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) you are convicted (including a plea of guilty or of nolo contendere) of, or you enter into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of your employment or other service relationship with PNC.

You will be deemed to have engaged in Detrimental Conduct for purposes of this Agreement only if and when the Committee or other PNC Designated Person determines that you have engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to you. Detrimental Conduct will not apply to conduct by or activities of successors to the Award by will or the laws of descent and distribution in the event of your death.

No determination that you have engaged in Detrimental Conduct may be made (x) on or after your Termination Date if your termination of employment was an Anticipatory Termination or (y) between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control.

"Final Award Date" means (a) the date on which the Committee makes its determination as to the size of the payout to be paid out to you in accordance with this Agreement (such payout amount, the **"Final Award"**), if any, following the end of the Performance Period, (b) in the event of your death prior to the last calendar year of the Performance Period, the date on which the Committee makes its determination of a Final Award, if any, following the calendar year of your death, or (c) if a Change of Control has occurred prior to the date described in (a) and a Final Award has been authorized, the date upon which the service requirements are satisfied.

"Good Reason" means the definition of Good Reason contained in the Change of Control Employment Agreement between you and PNC or any substitute employment agreement entered into between you and PNC then in effect or, if none, the occurrence of any of the following events without your consent:

(a) the assignment of any duties to you inconsistent in any material respect with your position (including status, offices, titles and reporting requirements), or any other material diminution in such position, authority, duties or responsibilities;

(b) any material reduction in your rate of base salary or the amount of your annual bonus opportunity (or, if less, the bonus opportunity established for PNC's

similarly situated employees for any year), or a material reduction in the level of any other employee benefits for which you are eligible receive below those offered to PNC's similarly situated employees;

(c) PNC's requiring you to be based at any office or location outside of a fifty (50)-mile radius from the office where you were employed on the Grant Date;

(d) any action or inaction that constitutes a material breach by PNC of any agreement entered into between you and PNC; or

(e) the failure by PNC to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of PNC to assume expressly and agree to perform this Agreement in the same manner and to the same extent that PNC would be required to perform it if no such succession had taken place.

Notwithstanding the foregoing, none of the events described above shall constitute Good Reason unless and until (i) you first notify PNC in writing describing in reasonable detail the condition which constitutes Good Reason within 90 days of its initial occurrence, (ii) PNC fails to cure such condition within 30 days after receipt of such written notice, and (iii) you terminate employment within two years of its initial occurrence.

Your mental or physical incapacity following the occurrence of an event described above in clauses (a) through (e) shall not affect your ability to terminate employment for Good Reason, and your death following delivery of a notice of termination for Good Reason shall not affect your estate's entitlement to severance payments benefits provided hereunder upon a termination of employment for Good Reason.

"Misconduct" means, as it relates to an Anticipatory Termination or following a Change of Control, (a) your willful and continued failure to substantially perform your duties with PNC (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to you by the Board or the CEO that specifically identifies the manner in which the Board or the CEO believes that you have not substantially performed your duties; or (b) your willful engagement in illegal conduct or gross misconduct that is materially and demonstrably injurious to PNC or any of its subsidiaries. For purposes of clauses (a) and (b), no act or failure to act, on your part, shall be considered willful unless it is done, or omitted to be done, by you in bad faith and without reasonable belief that your action or omission was in the best interests of PNC. Any act, or failure to act, based upon the instructions or prior approval of the Board, the CEO or your superior or based upon the advice of counsel for PNC, will be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of PNC.

Your cessation of employment will be deemed to be a termination of your employment with PNC for Misconduct only if and when there shall have been delivered to you, as part of the notice of your termination, a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board, at a Board meeting called and held for the purpose of considering such termination, finding on the basis of clear and convincing evidence that, in the good faith opinion of the Board, you are guilty of conduct described in clause (a) or clause (b) above and, in either case, specifying the particulars thereof in detail. Such resolution shall be adopted only after (i) reasonable notice of such Board meeting is provided to you, together with written notice that PNC believes that you are guilty of conduct described in clause (a) or clause (b) above and, in either case, specifying the particulars thereof in detail, and (ii) you are given an opportunity, together with counsel, to be heard before the Board.

"Payout Share Units" refers to the performance-adjusted number of units that are eligible to vest.

"Person" means any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act.

"PNC Designated Person" means (a) the Committee or its delegate if you are (or were when you ceased to be an employee of PNC) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as PNC Designated Person for purposes of this Agreement.

"Qualifying Termination" has the meaning set forth in Section B of this Agreement.

"Restricted Territory" means (a) if you are employed by (or, if you are not an employee, providing the majority of your services to) PNC in the United States or Canada as of the Termination Date, the United States and Canada, (b) if you are employed by (or, if you are not an employee, providing the majority of your services to) PNC in the United Kingdom as of the Termination Date, the United Kingdom or (c) if you are employed by (or, if you are not an employee, providing the majority of your services to) PNC in Germany as of the Termination Date, Germany or the United Kingdom.

"Retirement" means your termination of employment with PNC at any time for any reason (other than termination of employment by reason of your death, by PNC for Cause or by reason of termination of employment in connection with a divestiture of assets or a divestiture of one or more subsidiaries of PNC if the Committee or the CEO or his or her designee so determines prior to such divestiture) on or after the first date on which you have both attained at least age 55 and completed five years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan.

“Termination Date” means the last day of your employment with PNC. If you are employed by a Subsidiary that ceases to be a Subsidiary or ceases to be a consolidated subsidiary of the Corporation under the United States generally accepted accounting principles and you do not continue to be employed by or otherwise have a Service Relationship with PNC, then for purposes of this Agreement, your employment with PNC terminates effective at the time this occurs.



THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN

PERFORMANCE SHARE UNITS AWARD AGREEMENT

APPENDIX C

PERFORMANCE-BASED VESTING CONDITIONS

The following table sets forth the performance-based vesting conditions of the Award:

1.	<i>General Overview and Definitions</i>	<p>Performance-based vesting and payout of your Award is determined based on the level of satisfaction of three performance metrics during the Performance Period – two corporate performance metrics and one risk-related performance metric. These metrics are described in more detail in the paragraphs below.</p> <p>“PNC” for purposes of this <u>Appendix C</u> as it refers to performance-based vesting conditions means the Corporation and its consolidated subsidiaries for financial reporting purposes.</p> <p>Each performance metric will be measured or reviewed on an annual basis for each calendar year (i.e., calendar year 2018, calendar year 2019 and calendar year 2020) during the Performance Period (each, a “Performance Year”). A Performance Year may refer to a partial calendar year in certain limited circumstances (e.g., in connection with death or a Change of Control) as further described in this <u>Appendix C</u>.</p> <p>The three performance metrics are:</p> <ol style="list-style-type: none">1. <i>Relative Average EPS Growth</i> - Annual growth in earnings per share, measured for each Performance Year and then averaged for the Performance Period and compared to similar performance of other members of PNC’s Peer Group based on PNC’s percentile rank using a continuous percentile rank calculation (“<u>Relative Average EPS Growth</u>”), where for purposes of this definition:

		<p>a. “<u>EPS</u>” means the publicly-reported diluted earnings per share of PNC or other Peer Group members for the Performance Year, in each case as adjusted, on an after-tax basis, for the impact of the items set forth in paragraph 3 below (rounded to the nearest cent), and</p> <p>b. “<u>EPS Growth</u>,” with respect to a given Performance Year, means the growth or decline in EPS achieved by PNC or other Peer Group members for that Performance Year as compared to EPS for the comparable period of the prior calendar year, expressed as a percentage (rounded to the nearest one-hundredth).</p> <p>c. “<u>Peer Group</u>” refers to the Committee-determined peer group as of the Grant Date. Performance will be measured based on the Peer Group on the last day of the Performance Period, taking into account name changes and the elimination from the Peer Group of any members since the beginning of the Performance Period (e.g., due to consolidation or merger).</p> <p>The Peer Group for this Award consists of the following members: PNC, Bank of America Corporation, BB&T Corporation, Capital One Financial Corporation, Citizens Financial Group, Inc., Fifth Third Bancorp, JPMorgan Chase & Co., KeyCorp, M&T Bank Corporation, Regions Financial Corporation, SunTrust Banks, Inc., U.S. Bancorp, and Wells Fargo & Company</p> <p>2. <i>Average ROE</i> - Annual return on equity (“<u>ROE</u>”), with specified adjustments as described in paragraph 3, measured for each Performance Year and then averaged for the Performance Period (“<u>Average ROE</u>”) and compared to specified performance targets established by the Committee.</p> <p>3. <i>CET1 Ratio</i> - Whether PNC has met or exceeded the common equity Tier 1 capital spot ratio limit as then in effect and applicable to The PNC Financial Services</p>
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		<p>Group, Inc. (“<u>CET1 Ratio</u>”) (which may be on a pro forma fully phased-in basis, if applicable) as set forth in PNC’s Enterprise Capital Management Policy (or any successor policy) and monitored at least quarterly.</p> <p>All performance metrics, including any adjustments, will be determined on the basis of:</p> <p>(x) with respect to PNC’s absolute performance, PNC’s internal financial information;</p> <p>(y) with respect to PNC’s relative performance to other members of the Peer Group, either publicly-disclosed financial information or, in the case of PNC, internal financial information that is anticipated to be publicly disclosed in an upcoming filing with the SEC; and</p> <p>(z) with respect to other members of the Peer Group, publicly-disclosed financial information,</p> <p>in each case, only where such amounts can be reasonably determined as of the date immediately prior to the date the Committee makes its determination as to the size of the payout.</p>
2.	<i>Calculating Corporate Performance Metrics</i>	<p>(a) <i>Calculating Average ROE.</i> For each Performance Year, annual ROE (expressed as a percentage, rounded to the nearest one-hundredth) is calculated and adjusted for the items set forth in paragraph 3. At the end of the Performance Period, Average ROE is determined by calculating the average of PNC’s annual ROE for each Performance Year, then rounding to the nearest one-hundredth.</p> <p>(b) <i>Calculating Relative Average EPS Growth.</i> Annual EPS Growth for PNC and each other member of the Peer Group is calculated for each Performance Year, adjusted for the items set forth in paragraph 3, expressed as a percentage and rounded to the nearest one-hundredth.</p> <p>At the end of the Performance Period, the annual EPS Growth percentages for each Performance Year are averaged. PNC’s average EPS Growth is compared to the average of each other member of the Peer Group to</p>

		<p>determine PNC’s percentile rank, based on a continuous percentile rank calculation and expressed as a percentage (rounded to the nearest one-hundredth).</p> <p><i>(c) Calculating the Corporate Performance Factor.</i></p> <p>(i) Once the Average ROE and Relative Average EPS Growth are determined, a corporate performance factor, expressed as a percentage, is calculated using the table attached as <u>Exhibit 1</u>, applying bilinear interpolation and rounding to the nearest one-hundredth (such percentage, the “<u>Corporate Performance Factor</u>”). The Corporate Performance Factor will range from 0.00% to 150.00%. The Corporate Performance Factor may be adjusted by the Committee as described in paragraph 7.</p> <p>(ii) In the event of your death or a Change of Control, the provisions of paragraph 8 will govern the calculation of the Corporate Performance Factor.</p>
3.	<i>Adjustments to Corporate Performance Metrics</i>	<p>For purposes of measuring (a) EPS Growth performance for PNC and other members of the Peer Group or (b) ROE for PNC, earnings or EPS performance results, as applicable, will be adjusted, on an after-tax basis, for the impact of any of the following where such impact occurs during a given Performance Year (or, if applicable, during the prior year comparison period for a given year):</p> <ul style="list-style-type: none"> • discontinued operations (as such term is used under GAAP); • acquisition costs and merger integration costs; • in PNC’s case, the net impact on PNC of significant gains or losses related to BlackRock transactions; and • items resulting from a change in U.S. federal tax law, which includes one-time adjustments to U.S. federal tax law (i.e., benefits or losses associated with the revaluation of assets or liabilities due to a change in tax law), but does not include (i) any going-forward changes to run rate income as a result of a change in U.S. federal tax law, to the extent such going-forward changes are reasonably determinable, or (ii) benefits or losses realized from the resolution of certain outstanding tax matters (e.g., court decision that reverses an earlier tax

		<ul style="list-style-type: none"> • position) or changes in a company's organizational tax structure. <p>In the case of the EPS growth metric and the ROE performance metric, there will be an additional adjustment to add the amount disclosed as provision for credit losses (or the equivalent) and subtract the amount disclosed as total net charge-offs.</p> <p>In the case of the EPS growth metric, the impact of any stock splits (whether in the form of a stock split or a stock dividend) may result in an additional adjustment.</p> <p>Adjustments will be made if the impact of such events occurs during a Performance Year (or partial year, if applicable), or, for purposes of determining EPS Growth, during the prior year comparison period for a Performance Year.</p> <p>The Committee may also take into account other unusual or nonrecurring adjustments (applied on a consistent basis) in determining the Final Award.</p> <p>After-tax adjustments for PNC and, where applicable, other members of the Peer Group, will be calculated using the same methodology for making such adjustments on an after-tax basis.</p>
4.	<i>Applying the Risk Performance Metric</i>	<p>(a) <i>CET1 Ratio Generally.</i> The Award is subject to one risk performance factor based on whether PNC has met or exceeded the CET1 Ratio as of the last day of each Performance Year. The current CET1 Ratio is 7.0%.</p> <p>(b) <i>Determination of Annual CET1 Ratio.</i> As soon as practicable following the end of the Performance Period, PNC will present information to the Committee relating to (i) the CET1 Ratio compared to (ii) the actual CET1 Ratio achieved by PNC with respect to each Performance Year, based on PNC's publicly reported financial results for the period ending on the applicable end date.</p> <ul style="list-style-type: none"> • If PNC meets or exceeds the CET1 Ratio for each Performance Year, the risk performance metric is satisfied. • If PNC does not meet the CET1 Ratio for a Performance Year, 1/3 of the target number of PSUs are eligible for forfeiture on the Final Award Date. The Committee will conduct a final review and adjust the target number of PSUs accordingly as of the Final Award Date.

5.	<i>Risk Performance Review Adjustment</i>	<p>In addition, and independent from the CET1 Ratio performance metric described in paragraph 4 above, on or prior to the Final Award Date, the Committee has the discretion to conduct a risk performance review relating to a risk-related action of potentially material consequence to PNC.</p> <p>If the Committee exercises its discretion to conduct a risk performance review, the Committee will review and determine if a downward adjustment for risk performance is appropriate. If so, the Committee will determine the size of the risk adjustment to the Corporate Performance Factor (including reducing such Corporate Performance Factor to zero).</p> <p>Any determination to conduct a risk performance review will be made shortly after the close of the Performance Period, but no later than the 45th day following the close of the Performance Period, and any required review will be conducted no later than the end of the first quarter following the close of the Performance Period.</p>
6.	<i>Committee Discretion</i>	<p>Notwithstanding the levels of corporate and risk performance achieved by PNC, the Committee may use its discretion to reduce or increase the number of Payout Share Units (including a reduction to zero) as it deems equitable to maintain the intended economics of the Award in light of changed circumstances.</p> <p>Such circumstances are limited to external events affecting PNC, its financial statements or members of its Peer Group that are substantially outside of PNC's control and could not reasonably be planned for as of the Grant Date.</p> <p><i>Discretion in Connection with a Change of Control.</i> The Committee will have no discretion to adjust the calculated maximum Payout Share Units following a Change of Control or during a Change of Control Coverage Period. In the event (a) your termination of employment with PNC is an Anticipatory Termination, (b) a Change of Control is pending, and (c) the Committee-determined Final Award Date occurs prior to the Change of Control, the Committee will have no discretion to adjust your calculated maximum Payout Share Units under these circumstances.</p>

7.	<p><i>Calculation of Payout Share Units and Determination of Final Award</i></p>	<p>Following the end of the Performance Period, the Committee reviews performance against the performance metrics and makes its determination as to the Final Award, as follows:</p> <p>(1) <i>Application of Risk Performance Metric</i> - The Committee first determines whether or not to reduce the target number of PSUs under the Award, based on the application of the risk performance metric, as follows:</p> <p>(a) If PNC has met or exceeded the CET1 Ratio for each Performance Year, there is no reduction in the number of target PSUs under the Award.</p> <p>(b) If PNC has not met the CET1 Ratio for any Performance Year, then for each Performance Year the CET1 Ratio was not met, the Committee can elect to reduce the target number of PSUs by one-third.</p> <p>(2) <i>Committee Review of Performance Factor</i> - Next, the Committee determines whether to approve the calculated Corporate Performance Factor, a lower percentage or a higher percentage based on application of any risk-related adjustment (described in paragraph 5) or other Committee discretion consistent with paragraph 6.</p> <p>(3) <i>Final Award Determination</i> - Once the Committee approves the final Corporate Performance Factor, it applies this percentage to (x) the target number of PSUs (as reduced for any failure to meet the CET1 Ratio during the Performance Period), and rounds down to the nearest whole share unit. The resulting amount is the number of Payout Share Units that are eligible to vest and be settled on the Final Award Date (i.e., the Final Award). In no event can the size of the Final Award be greater than 150.00% of the target number of PSUs.</p>
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		<p>(4) <i>Special Rules Regarding the Final Award Date</i> – The Final Award will become vested and payable as of the Final Award Date, which term is defined in <u>Appendix B</u>. The Final Award Date is typically the date on which the Committee makes its determination as to the size of the payout to be paid out to you, but:</p> <ul style="list-style-type: none"> • In the event of a Change of Control, the amount of Payout Share Units will be calculated (as of the date of the Change of Control) as described in paragraph 8 below and determination of the Final Award will be made as soon as practicable after the Change of Control. • In the event of your death (prior to a Change of Control), the amount of Payout Share Units will be calculated as described in paragraph 8 below as soon as practicable following the calendar year of your death. In the event of your death following a Change of Control, the Payout Share Units and the Final Award Date will be determined as described above.
8.	<i>Determination of Payout Share Units Upon Death or a Change of Control</i>	
	Death	<p>Notwithstanding anything to the contrary in this Agreement, if your employment with PNC ceases by reason of your death (or if you die following a termination of employment with PNC due to Disability or Retirement or following an Anticipatory Termination), but prior to the Committee-determined Final Award Date, then the total number of Payout Share Units is calculated based on (a) target corporate performance for all Performance Years and (b) actual risk performance for the completed Performance Years and the Performance Year in which the date of death occurs, and no risk adjustments for any remaining years in the Performance Period. The amount of Payout Share Units is rounded down to the nearest whole share unit. This amount is not pro-rated, but remains subject to the Committee’s exercise of discretion.</p> <p>If a Change of Control occurs after your death and in the same calendar year of your death (but prior to the time the Committee makes a Final Award determination), the Final Award will be calculated as described below under “Change of Control” as though you remained continuously employed with PNC as of the Change of Control.</p>

	Change of Control	<p>Upon a Change of Control, the total number of Payout Share Units is calculated based on (a) target corporate performance for all Performance Years and (b) actual risk performance for the completed Performance Years, rounded down to the nearest whole share unit. For any remaining Performance Years (including the year of the Change of Control), if the CET1 Ratio was not met or exceeded as of the quarter-end immediately preceding the Change of Control, then for each Performance Year, one-third of the target number of PSUs will be forfeited and expire as of the Change of Control.</p> <p>The Committee does not have discretion to adjust this amount of Payout Share Units.</p>
9.	<i>Definition of Change of Control Coverage Period</i>	<p>“<u>Change of Control Coverage Period</u>” means a period commencing on the occurrence of a Change of Control Triggering Event (defined below) and ending upon the earlier to occur of (a) the date of a Change of Control Failure (defined below) and (b) the date of a Change of Control. After the termination of any Change of Control Coverage Period, another Change of Control Coverage Period will commence upon the occurrence of another Change of Control Triggering Event.</p> <p>For purposes of this definition:</p> <ul style="list-style-type: none"> • a “<u>Change of Control Triggering Event</u>” means the occurrence of either of the following: (i) the Board or the Corporation’s shareholders approve a Business Combination, other than an Excluded Combination (as defined in the definition of Change of Control in <u>Appendix B</u>), or (ii) the commencement of a proxy contest in which any Person seeks to replace or remove a majority of the members of the Board • a “<u>Change of Control Failure</u>” means: (x) with respect to a Change of Control Triggering Event, the Corporation’s shareholders vote against the transaction approved by the Board or the agreement to consummate the transaction is terminated; or (y) with respect to a Change of Control Triggering Event described in clause (ii) of the definition above, the proxy contest fails to replace or remove a majority of the members of the Board.

10.	<i>Committee Determination</i>	The Committee may make prospective adjustments to the Award. All determinations made by the Committee or otherwise by PNC hereunder shall be made in its sole discretion and shall be final, binding and conclusive for all purposes on all parties.
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EXHIBIT 1: CORPORATE PERFORMANCE FACTOR

Once Average ROE and Relative Average EPS Growth are determined, the Corporate Performance Factor is calculated using the table below.

Bilinear interpolation applies for performance between the threshold and maximum levels (in either direction). If Average ROE falls below the threshold in the table below, and PNC's percentile rank relating to average relative EPS is at or below the 25th percentile, the award is eligible for forfeiture.

The calculated payout percentage will range from 0.00% to 150.00%.

		Relative EPS Growth		
		<i>PNC Percentile Rank at the 25th percentile or below</i>	<i>PNC Percentile Rank at the 50th percentile</i>	<i>PNC Percentile Rank at the 75th percentile or above</i>
Absolute ROE	13.00%	100.0%	125.0%	150.0%
	11.50%	87.5%	112.5%	137.5%
	10.50%	75.0%	100.0%	125.0%
	9.50%	62.5%	87.5%	100.0%
	8.00%	50.0%	75.0%	87.5%
	Below	0.0%	25.0%	50.0%



IN WITNESS WHEREOF, the Corporation has caused this Agreement to be signed on its behalf as of the Grant Date.

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

ATTEST:

By:

ACCEPTED AND AGREED TO by GRANTEE

Grantee



**THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN**

* * *

RESTRICTED SHARE UNITS AWARD AGREEMENT

This Agreement sets forth the terms and conditions of your restricted share unit award made pursuant to The PNC Financial Services Group, Inc. 2016 Incentive Award Plan and any sub-plans thereto (this “Agreement”).

Appendix A to this Agreement sets forth additional terms and conditions of the Award, including restrictive covenant provisions. Appendix B to this Agreement sets forth certain definitions applicable to this Agreement generally. Appendix C to this Agreement sets forth the risk performance-based vesting conditions applicable to the Award and certain related definitions. Capitalized terms not otherwise defined in the body of this Agreement have the meaning ascribed to such terms in the Plan or Appendices A, B or C.

The Corporation and the Grantee named below (referenced in this Agreement as “you” or “your”) agree as follows:

Subject to your timely acceptance of this Agreement (as described in Section A below), the Corporation grants to you the Award set forth below, subject to the terms and conditions of the Plan and this Agreement.

A. GRANT AND ACCEPTANCE OF RSUs	
GRANTEE:	[Name]
GRANT DATE:	February 15, 2018
AWARD:	[# Shares] Restricted share units (“ <u>RSUs</u> ”), each representing a right to receive one Share, and related Dividend Equivalents award, payable in cash.
AWARD ACCEPTANCE; AWARD EFFECTIVE DATE:	You must accept this Award by delivering an executed unaltered copy of this Agreement to the Corporation within 30 days of your receipt of this Agreement. Upon such execution and delivery of this Agreement by both you and the Corporation, this Agreement is effective as of the Grant Date (the “ <u>Award Effective Date</u> ”). If you do not properly accept this Award, the Corporation may, in its sole discretion, cancel the Award at any time thereafter.
B. VESTING REQUIREMENTS	

B.1

An Award becomes vested only upon satisfaction of both the service-based vesting requirements and the risk performance-based vesting requirements set forth below.

SERVICE-BASED VESTING REQUIREMENTS

The Award is divided into three approximately equal portions that will satisfy the service-based vesting requirements ratably over three years (each portion, a “Tranche”) on three “Scheduled Vesting Dates”, as follows:

- the service-based vesting requirement for the first Tranche will be satisfied on the 1st anniversary of the Grant Date,
- the service-based vesting requirement for the second Tranche will be satisfied on the 2nd anniversary of the Grant Date, and
- the service-based vesting requirement for the third Tranche will be satisfied on the 3rd anniversary of the Grant Date;

in each case, provided you remain continuously employed by PNC through and including the applicable Scheduled Vesting Date (or such earlier date as prescribed by Section B.2 below).

RISK PERFORMANCE-BASED VESTING REQUIREMENTS

Provided the service-based vesting requirements have been met, each Tranche will vest on the applicable Scheduled Vesting Date upon satisfaction of the risk performance metric applicable to that Tranche, as set forth in Appendix C to this Agreement.

B.2**EFFECT OF TERMINATION OF EMPLOYMENT PRIOR TO SCHEDULED VESTING DATE(S) ON VESTING REQUIREMENTS****RETIREMENT**

Notwithstanding anything to the contrary in this Agreement, if your employment with PNC is terminated due to your Retirement, and not for Cause, then the service-based vesting requirements of the Award will be satisfied as of your Termination Date, but the Award will not vest and become payable until the Scheduled Vesting Date(s), subject to satisfaction of the risk performance-based vesting requirements and your continued compliance with the terms and conditions of this Agreement.

DISABILITY

Notwithstanding anything to the contrary in this Agreement, if your employment with PNC is terminated by PNC due to your Disability, and not for Cause, then the service-based vesting requirements of the Award will be satisfied as of your Termination Date, but the Award will not vest and become payable until the Scheduled Vesting Date(s), subject to satisfaction of the risk performance-based vesting requirements and your continued compliance with the terms and conditions of this Agreement.

DEATH

Notwithstanding anything to the contrary in this Agreement, if your employment with PNC ceases by reason of your death, or if you die after a termination of employment with PNC due to Disability or Retirement or by reason of an Anticipatory Termination, but prior to a Change of Control or any Scheduled Vesting Date, then the service-based requirements of the Award will be satisfied as of your date of death, and the risk performance-based vesting requirements will be satisfied as further described in Appendix C.

ANTICIPATORY TERMINATION

Notwithstanding anything to the contrary in this Agreement, if your termination of employment with PNC is an Anticipatory Termination, then the service-based vesting requirements of the Award will be satisfied as of the Termination Date, but the Award will not vest and become payable until the Scheduled Vesting Date(s), subject to satisfaction of the risk performance-based vesting requirements and your continued compliance with the terms of this Agreement.

**TERMINATION FOLLOWING A
CHANGE OF CONTROL**

Notwithstanding anything to the contrary in this Agreement, if you have been continuously employed by PNC, including any successor entity, through the date of a Change of Control, and your employment with PNC is terminated following such Change of Control but prior to a Scheduled Vesting Date, either (a) by PNC other than for Misconduct or (b) by you for Good Reason (a “Qualifying Termination”), then the service-based requirements of the Award will be satisfied as of your Termination Date, and the risk performance-based vesting requirements will be satisfied with respect to any outstanding Tranches as described in Appendix C.

For the avoidance of doubt, upon the occurrence of a Change of Control, the Award will not become vested until the service-based vesting requirements are satisfied, either on the Scheduled Vesting Dates as set forth in Section B.1. or as a result of your Retirement, your termination of employment by reason of death, Disability or an Anticipatory Termination or the occurrence of a Qualifying Termination.

C. FORFEITURE

C.1	FORFEITURE UPON FAILURE TO MEET VESTING REQUIREMENTS	Except as otherwise provided in Section B.2 above, if you cease to be an employee of PNC prior to an applicable Scheduled Vesting Date and the satisfaction of the risk performance-based vesting requirements, you will not have satisfied the vesting requirements and the outstanding portion of the Award will be automatically forfeited and cancelled as of your Termination Date.
C.2	FORFEITURE IN CONNECTION WITH DETRIMENTAL CONDUCT	<p>At any time prior to a Scheduled Vesting Date, to the extent that PNC (acting through a PNC Designated Person) determines in its sole discretion (a) that you have engaged in Detrimental Conduct and (b) to forfeit and cancel all or a specified portion of the outstanding Award as a result of such determination, then such portion will be forfeited and cancelled effective as of the date of such determination.</p> <p>Upon such determination, neither you nor your successors, heirs, assigns or legal representatives will have any further rights or interest in the Award under this Agreement.</p>

D.	DIVIDEND EQUIVALENTS	
D.1	GENERALLY	As of the Award Effective Date, you will be entitled to earn accrued cash Dividend Equivalents on the final number of vested RSUs for each Tranche, in an amount equal to the cash dividends that would have been paid (without interest or reinvestment) between the Grant Date and the Scheduled Vesting Date for that Tranche (or such earlier date in the event of your death or a Change of Control), as though you were the record holder of such RSUs, and such RSUs had been issued and outstanding shares on the Grant Date through the Scheduled Vesting Date for that Tranche (or such earlier date in the event of your death or a Change of Control).

D.2 **ACCRUED DIVIDEND
EQUIVALENT PAYMENTS**

(a) Generally. Accrued Dividend Equivalents will vest and be paid out in cash, less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A, if and when the applicable Tranche vests and pays out (at which point such Dividend Equivalents will terminate). Dividend Equivalents are subject to the same vesting requirements and payout size adjustments as the Tranche to which they relate. If the RSUs to which such Dividend Equivalents relate are forfeited and cancelled, such related Dividend Equivalents will also be forfeited and cancelled without payment of any consideration by PNC.

(b) Payment Upon a Change of Control. Accrual of Dividend Equivalents will cease as of the Change of Control. Upon a Change of Control, Dividend Equivalents accrued (without reinvestment or interest) between the Grant Date and the Change of Control will vest and be paid out in cash, less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A, if and when the applicable Tranche vests and pays out, as if you were the record holder of the number of Shares equal to the number of vested RSUs underlying such Tranche from the Grant Date through the date of the Change of Control.

E.	PAYMENT OF THE AWARD
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E.1	PAYMENT TIMING
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	Except as otherwise provided below, vested RSUs that remain outstanding will be settled as soon as practicable following (i) the applicable Scheduled Vesting Date (but no later than March 15 th following the year the applicable Scheduled Vesting Date occurs), or (ii) your date of death, if your date of death is prior to the last Scheduled Vesting Date (but no later than December 31 st of the year following the year of your death).
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E.2**FORM OF PAYMENT; AMOUNT****(a) Payment Generally.**

Except as provided in subsection (b) below, vested RSUs will be settled at the time set forth in this Section E.1 by delivery to you of that number of whole Shares equal to the number of RSUs less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A.

(b) Payment On or After a Change of Control.

Upon vesting on or after a Change of Control, vested RSUs will be settled at the time set forth in Section E.1 by payment to you of cash in an amount equal to that number of whole Shares equal to the number of vested RSUs, multiplied by the then current Fair Market Value of a share of Common Stock on the date of the Change of Control (subject to any applicable adjustment pursuant to Section 2 of Appendix A), less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A. Related accrued Dividend Equivalent payments will be paid to you in cash as described in Section D.2(b).

No interest will be paid with respect to any such payments made pursuant to this Section E.

F.**RESTRICTIVE COVENANTS**

Upon your acceptance of this Award, you shall become subject to the restrictive covenant provisions set forth in Section 1 of Appendix A.

G.**CLAWBACK**

The Award, and any right to receive and retain any Shares (if applicable), cash or other value pursuant to the Award, is subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under the Corporation's Incentive Compensation Adjustment and Clawback Policy, as in effect from time to time with respect to the Award, or any other applicable clawback, adjustment or similar policy in effect on or established after the Grant Date and to any clawback or recoupment that may be required by applicable law or regulation.

By accepting this Award, you agree that you are obligated to provide all assistance necessary to the Corporation to recover or recoup the Shares, cash or other value pursuant to the Award which are subject to recovery or recoupment pursuant to applicable law, government regulation, stock exchange listing requirement or PNC policy. Such assistance shall include completing any documentation necessary to recover or recoup the Shares, cash or other value pursuant to the Award from any accounts you maintain with PNC or any pending or future compensation.

A copy of the Incentive Compensation Adjustment and Clawback Policy is included in the materials distributed to you with this Agreement.



**THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN**

RESTRICTED SHARE UNITS AWARD AGREEMENT

APPENDIX A

ADDITIONAL PROVISIONS

1. Restrictive Covenants. You and PNC acknowledge and agree that you have received adequate consideration with respect to enforcement of the provisions of this Section 1 by virtue of accepting this Award (regardless of whether the Award or any portion thereof is ultimately settled and paid to you); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent you from earning a living.

(a) **Non-Solicitation; No-Hire.** You agree to comply with the provisions of this Section 1(a) during the period of your employment with PNC and the 12-month period following your Termination Date, regardless of the reason for such termination of employment, as follows:

i. **Non-Solicitation.** You will not, directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any Person other than PNC, solicit, call on, do business with, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any Person that you should reasonably know (A) is a customer of PNC for which PNC provides any services as of your Termination Date, or (B) was a customer of PNC for which PNC provided any services at any time during the 12 months preceding your Termination Date, or (C) was, as of your Termination Date, considering retention of PNC to provide any services.

ii. **No-Hire.** You will not, directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any Person other than PNC, employ or offer to employ, call on, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any employee of PNC. You also will not assist any other Person in such activities.

Notwithstanding Section 1(a)(i) and Section 1(a)(ii) above, if your termination of employment with PNC is an Anticipatory Termination, then commencing immediately after your Termination Date, the provisions of Section 1(a)(i) and Section 1(a)(ii) will no longer apply and will be replaced with the following provision:

“**No-Hire.** You agree that you will not, for a period of one year after your Termination Date, employ or offer to employ, solicit, actively interfere with PNC’s or any PNC affiliate’s relationship with, or attempt to divert or entice away, any officer of PNC or any affiliate of PNC.”

(b) **Confidentiality.** During your employment with PNC and thereafter regardless of the reason for termination of such employment, you will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which is the exclusive and valuable property of PNC whether or not conceived of or prepared by you, other than (i) information generally known in PNC’s industry or acquired from public sources, (ii) as required in the course of employment by PNC, (iii) as required by any court, supervisory authority, administrative agency or applicable law, or (iv) with the prior written consent of PNC. Nothing in this Agreement, including this Section 1(b), is intended to limit you from reporting possible violations of law or regulation to any governmental entity or any self-regulatory organization or making other disclosures that are protected under the whistleblower provisions of federal, state or local law or regulation. You further understand and agree that you are not required to contact or receive consent from PNC before engaging in such communications with any such authorities.

(c) **Ownership of Inventions.** You will promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by you during the term of your employment with PNC, whether alone or with others, and that are (i) related directly or indirectly to the business or activities of PNC or (ii) developed with the use of any time, material, facilities or other resources of PNC (“**Developments**”). You agree to assign and hereby do assign to PNC or its designee all of your right, title and interest, including copyrights and patent rights, in and to all Developments. You will perform all actions and execute all instruments that PNC or any subsidiary will deem necessary to protect or record PNC’s or its designee’s interests in the Developments. The obligations of this Section 1(c) will be performed by you without further compensation and will continue beyond your Termination Date.

(d) **Enforcement Provisions.** You understand and agree to the following provisions regarding enforcement of Section 1 of this Agreement:

i. **Equitable Remedies.** A breach of the provisions of Sections 1(a) – 1(c) will cause PNC irreparable harm, and PNC will therefore be entitled to seek issuance of immediate, as well as permanent, injunctive relief restraining you, and

each and every person and entity acting in concert or participating with you, from initiation and/or continuation of such breach.

ii. *Tolling Period.* If it becomes necessary or desirable for PNC to seek compliance with the provisions of Section 1(a) by legal proceedings, the period during which you will comply with said provisions will extend for a period of 12 months from the date PNC institutes legal proceedings for injunctive or other relief.

iii. *Reform.* If any of Sections 1(a) – 1(c) are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which the restriction applies, it is the intent of both parties that the court reduce and reform the restriction so as to apply the greatest limitations considered enforceable by the court.

iv. *Waiver of Jury Trial.* Each of you and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 1(a) – 1(c).

v. *Application of Defend Trade Secrets Act.* Regardless of any other provision in this Agreement, you may be entitled to immunity and protection from retaliation under the Defend Trade Secrets Act of 2016 for disclosing trade secrets under certain limited circumstances, as set forth in PNC's Defend Trade Secrets Act policy. The policy is available for viewing on PNC's intranet under the "PNC Ethics" page.

2. Capital Adjustments upon a Change of Control. Upon the occurrence of a Change of Control, (a) the number, class and kind of RSUs then outstanding under the Award will automatically be adjusted to reflect the same changes as are made to outstanding shares of Common Stock generally, (b) the value per share unit of any share-denominated award amount will be measured by reference to the per share value of the consideration payable to a holder of Common Stock in connection with such Corporate Transaction or Transactions if applicable, and (c) with respect to stock-payable RSUs only, if the effect of the Corporate Transaction or Transactions on a holder of Common Stock is to convert that shareholder's holdings into consideration that does not consist solely (other than as to a minimal amount) of shares of Common Stock, then the entire value of any payment to be made to you will be made solely in cash at the applicable time specified in this Agreement.

3. Fractional Shares. No fractional Shares will be delivered to you. If the outstanding vested RSUs being settled in Shares include a fractional interest, such fractional interest will be eliminated by rounding down to the nearest whole share unit.

4. No Rights as a Shareholder. You will have no rights as a shareholder of the Corporation by virtue of this Award unless and until Shares are issued and delivered in settlement of the Award pursuant to and in accordance with this Agreement.

5. Transfer Restrictions.

(a) The Award may not be sold, assigned, transferred, exchanged, pledged, or otherwise alienated or hypothecated.

(b) If you are deceased at the time any outstanding vested RSUs are settled and paid out in accordance with the terms of this Agreement, such delivery of Shares, cash payment or other payment (as applicable) shall be made to the executor or administrator of your estate or to your other legal representative or, as permitted under the election procedures of the Plan's third-party administrator, to your designated beneficiary, in each case, as determined in good faith by the Corporation. Any delivery of Shares, cash payment or other payment made in good faith by the Corporation to your executor, other legal representative or permissible designated beneficiary, or retained by the Corporation for taxes pursuant to Section 6 of this Appendix A, shall extinguish all right to payment hereunder.

6. Withholding Taxes.

(a) You shall be solely responsible for any applicable taxes (including, without limitation, income and excise taxes), penalties and interest that you incur in connection hereunder. The Corporation will, at the time any withholding tax obligation arises in connection herewith, retain an amount sufficient to satisfy the minimum amount of taxes then required to be withheld by PNC in connection therewith from amounts then payable hereunder to you.

(b) If any such withholding is required prior to the time amounts are payable to you hereunder or if such amounts are not sufficient to satisfy such obligation in full, the withholding will be taken from other compensation then payable to you or as otherwise determined by PNC.

(c) The Corporation will withhold cash from any amounts then payable to you hereunder that are settled in cash. Unless the Committee or PNC Designated Person determines otherwise, with respect to stock-payable RSUs only, the Corporation will retain whole Shares from any amounts then payable to you hereunder (or pursuant to any other RSUs previously awarded to you under the Plan) in the form of Shares. For purposes of this Section 6(c), Shares retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value on the date the tax withholding obligation arises (as such date is determined by the Corporation).

7. Employment. Neither the granting of the Award nor any payment with respect to such Award authorized hereunder nor any term or provision of this Agreement

shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC to employ you for any period or in any way alter your status as an employee at will.

8. Miscellaneous.

(a) Subject to the Plan and Interpretations. In all respects the Award and this Agreement are subject to the terms and conditions of the Plan, which has been made available to you and is incorporated herein by reference. The terms of the Plan will not be considered an enlargement of any benefits under this Agreement. If the Plan and this Agreement conflict, the provisions of the Plan will govern. Interpretations of the Plan and this Agreement by the Committee are binding on you and PNC.

(b) Governing Law and Jurisdiction. This Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws provisions. Any dispute or claim arising out of or relating to this Agreement or claim of breach hereof will be brought exclusively in the Federal court for the Western District of Pennsylvania or in the Court of Common Pleas of Allegheny County, Pennsylvania. By execution of this Agreement, you and PNC hereby consent to the exclusive jurisdiction of such courts, and waive any right to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding under or in connection with this Agreement.

(c) Headings; Entire Agreement. Headings used in this Agreement are provided for reference and convenience only, are not considered part of this Agreement, and will not be employed in the construction of this Agreement. This Agreement, including any appendices or exhibits attached hereto, constitutes the entire agreement between you and PNC with respect to the subject matters addressed herein, and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties concerning the subject matters hereof.

(d) Modification. Modifications or adjustments to the terms of this Agreement may be made by the Corporation as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement will be effective unless embodied in a separate, subsequent writing signed by you and by an authorized representative of the Corporation.

(e) No Waiver. Failure of PNC to demand strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver of such term, covenant or condition, nor will any waiver or relinquishment of any such term, covenant or condition on any occasion or on multiple occasions be deemed a waiver or relinquishment of such term, covenant or condition.

(f) Severability. The restrictions and obligations imposed by this Agreement are separate and severable, and it is the intent of both parties that if any restriction or

obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon you.

(g) Applicable Laws. Notwithstanding anything in this Agreement, PNC will not be required to comply with any term, covenant or condition of this Agreement if and to the extent prohibited by law, including but not limited to Federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC.

(h) Compliance with Section 409A of the Internal Revenue Code. It is the intention of the parties that the Award and this Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable. This Agreement will be administered in a manner consistent with this intent, including as set forth in Section 20 of the Plan. If the Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), your right to the series of installment payments will be treated as a right to a series of separate payments and not as a right to a single payment.

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**THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN**

RESTRICTED SHARE UNITS AWARD AGREEMENT

APPENDIX B

DEFINITIONS

Certain Definitions. Except as otherwise provided, the following definitions apply for purposes of this Agreement.

“Anticipatory Termination” means a termination of employment where PNC terminates your employment with PNC (other than for Misconduct or Disability) prior to the date on which a Change of Control occurs, and you reasonably demonstrated that such termination of employment (i) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (ii) otherwise arose in connection with or in anticipation of a Change of Control.

“Award Effective Date” has the meaning set forth in Section A of this Agreement.

“Change of Control” means:

(a) Any Person becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (x) the then-outstanding shares of Common Stock (the “Outstanding PNC Common Stock”) or (y) the combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”). The following acquisitions will not constitute a Change of Control for purposes of this definition: (1) any acquisition directly from the Corporation, (2) any acquisition by the Corporation, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any company controlled by, controlling or under common control with the Corporation (an “Affiliated Company”), (4) any acquisition pursuant to an Excluded Combination (as defined below) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock if the Incumbent Board (as defined below) as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied). For purposes of this definition, any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the shareholders of the Corporation, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board will

be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of 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;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Corporation or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Corporation, or the acquisition of assets or stock of another entity by the Corporation or any of its subsidiaries (each, a “Business Combination”). A transaction otherwise meeting the definition of Business Combination will not be treated as a Change of Control if following completion of the transaction all or substantially all of the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of Common Stock (or, for a non-corporate 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 non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation’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 PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of the Corporation of a complete liquidation or dissolution of the Corporation.

“Competitive Activity” means any participation in, employment by, ownership of any equity interest exceeding one percent in, or promotion or organization of, any Person other than PNC (1) engaged in business activities similar to some or all of the business activities of PNC during your employment or (2) engaged in business activities that you know PNC intends to enter within the next 12 months (or, if after your Termination Date, within the first 12 months after your Termination Date), in either case whether you are acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein. For purposes of Competitive Activity as defined herein (and as such similar term is defined in any equity-based award agreement held by you), the term “subsidiary” will not include any company in which PNC holds an interest pursuant to its merchant banking authority.

“Detrimental Conduct” means:

(a) You have engaged in, without the prior written consent of PNC (with consent to be given or withheld at PNC's sole discretion), in any Competitive Activity in the Restricted Territory at any time during the period of your employment with PNC and the 12-month period following your Termination Date;

(b) any act of fraud, misappropriation, or embezzlement by you against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) you are convicted (including a plea of guilty or of nolo contendere) of, or you enter into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of your employment or other service relationship with PNC.

You will be deemed to have engaged in Detrimental Conduct for purposes of this Agreement only if and when the Committee or other PNC Designated Person determines that you have engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to you. Detrimental Conduct will not apply to conduct by or activities of successors to the Award by will or the laws of descent and distribution in the event of your death.

No determination that you have engaged in Detrimental Conduct may be made (x) on or after your Termination Date if your termination of employment was an Anticipatory Termination or (y) between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control.

"Good Reason" means the definition of Good Reason contained in the Change of Control Employment Agreement between you and PNC or any substitute employment agreement entered into between you and PNC then in effect or, if none, the occurrence of any of the following events without your consent:

(a) the assignment of any duties to you inconsistent in any material respect with your position (including status, offices, titles and reporting requirements), or any other material diminution in such position, authority, duties or responsibilities;

(b) any material reduction in your rate of base salary or the amount of your annual bonus opportunity (or, if less, the bonus opportunity established for PNC's similarly situated employees for any year), or a material reduction in the level of any other employee benefits for which you are eligible receive below those offered to PNC's similarly situated employees;

(c) PNC's requiring you to be based at any office or location outside of a fifty (50)-mile radius from the office where you were employed on the Grant Date;

(d) any action or inaction that constitutes a material breach by PNC of any agreement entered into between you and PNC; or

(e) the failure by PNC to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of PNC to assume expressly and agree to perform this Agreement in the same manner and to the same extent that PNC would be required to perform it if no such succession had taken place.

Notwithstanding the foregoing, none of the events described above shall constitute Good Reason unless and until (i) you first notify PNC in writing describing in reasonable detail the condition which constitutes Good Reason within 90 days of its initial occurrence, (ii) PNC fails to cure such condition within 30 days after receipt of such written notice, and (iii) you terminate employment within two years of its initial occurrence.

Your mental or physical incapacity following the occurrence of an event described above in clauses (a) through (e) shall not affect your ability to terminate employment for Good Reason, and your death following delivery of a notice of termination for Good Reason shall not affect your estate's entitlement to severance payments benefits provided hereunder upon a termination of employment for Good Reason.

“Misconduct” means, as it relates to an Anticipatory Termination or following a Change of Control, (a) your willful and continued failure to substantially perform your duties with PNC (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to you by the Board or the CEO that specifically identifies the manner in which the Board or the CEO believes that you have not substantially performed your duties; or (b) your willful engagement in illegal conduct or gross misconduct that is materially and demonstrably injurious to PNC or any of its subsidiaries. For purposes of clauses (a) and (b), no act or failure to act, on your part, shall be considered willful unless it is done, or omitted to be done, by you in bad faith and without reasonable belief that your action or omission was in the best interests of PNC. Any act, or failure to act, based upon the instructions or prior approval of the Board, the CEO or your superior or based upon the advice of counsel for PNC, will be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of PNC.

Your cessation of employment will be deemed to be a termination of your employment with PNC for Misconduct only if and when there shall have been delivered to you, as part of the notice of your termination, a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board, at a Board meeting called and held for the purpose of considering such termination, finding on the basis of clear and convincing evidence that, in the good faith opinion of the Board, you are guilty of conduct described in clause (a) or clause (b) above and, in either case, specifying the particulars thereof in detail. Such resolution shall be adopted only after (i) reasonable notice of such Board meeting is provided to you, together with written notice that PNC believes that you are guilty of conduct described in clause (a) or clause (b) above and, in

either case, specifying the particulars thereof in detail, and (ii) you are given an opportunity, together with counsel, to be heard before the Board.

“Person” means any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act.

“PNC Designated Person” means (a) the Committee or its delegate if you are (or were when you ceased to be an employee of PNC) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as PNC Designated Person for purposes of this Agreement.

“Qualifying Termination” has the meaning set forth in Section B of this Agreement.

“Restricted Territory” means (a) if you are employed by (or, if you are not an employee, providing the majority of your services to) PNC in the United States or Canada as of the Termination Date, the United States and Canada, (b) if you are employed by (or, if you are not an employee, providing the majority of your services to) PNC in the United Kingdom as of the Termination Date, the United Kingdom or (c) if you are employed by (or, if you are not an employee, providing the majority of your services to) PNC in Germany as of the Termination Date, Germany or the United Kingdom.

“Retirement” means your termination of employment with PNC at any time for any reason (other than termination of employment by reason of your death, by PNC for Cause or by reason of termination of employment in connection with a divestiture of assets or a divestiture of one or more subsidiaries of PNC if the Committee or the CEO or his or her designee so determines prior to such divestiture) on or after the first date on which you have both attained at least age 55 and completed five years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan.

“Termination Date” means the last day of your employment with PNC. If you are employed by a Subsidiary that ceases to be a Subsidiary or ceases to be a consolidated subsidiary of the Corporation under the United States generally accepted accounting principles and you do not continue to be employed by or otherwise have a Service Relationship with PNC, then for purposes of this Agreement, your employment with PNC terminates effective at the time this occurs.



THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN

RESTRICTED SHARE UNITS AWARD AGREEMENT

APPENDIX C

RISK PERFORMANCE-BASED VESTING CONDITIONS

The following table sets forth the risk performance-based vesting conditions of the Award:

1.	<i>Generally</i>	<p>The Award is divided into three Tranches, with the first Tranche relating to the 2018 performance year, the second Tranche relating to the 2019 performance year, and the third tranche relating to the 2020 performance year (each such year, a “<u>Performance Year</u>”).</p> <p>Each Tranche must satisfy a risk-related performance metric based on whether PNC has met or exceeded the common equity Tier 1 capital spot ratio limit as then in effect and applicable to The PNC Financial Services Group, Inc. (“<u>CET1 Ratio</u>”) (which may be on a pro forma fully phased-in basis, if applicable) as set forth in PNC’s Enterprise Capital Management Policy (or any successor policy) and monitored at least quarterly.</p> <p>“PNC” for purposes of this <u>Appendix C</u> as it refers to risk performance-based vesting conditions means the Corporation and its consolidated subsidiaries for financial reporting purposes.</p>

2.	<i>Applying the Risk Performance Metric</i>	<p>(a) <i>CET1 Ratio Generally.</i> Each Tranche is subject to a risk performance factor based on whether PNC has met or exceeded the CET1 Ratio as of the last day of each Performance Year. The current CET1 Ratio is 7.0%.</p> <p>(b) <i>Determination of Annual CET1 Ratio.</i> As soon as practicable following the end of each Performance Year, PNC will present information to the Committee relating to (i) the CET1 Ratio compared to (ii) the actual CET1 Ratio achieved by PNC with respect to that Performance Year, based on PNC's publicly reported financial results for the period ending on the applicable end date. Except as otherwise provided in paragraph 5 in the event of your death or a Change of Control, this will generally be the public release of earnings results for PNC's fourth quarter that occurs after the year-end measurement date, so that the Committee will be able to make its determination in late January or early February following a Performance Year.</p> <ul style="list-style-type: none"> • If PNC meets or exceeds the CET1 Ratio for a Performance Year, the risk performance metric is satisfied. • If PNC does not meet the CET1 Ratio for a Performance Year, the applicable Tranche is eligible for forfeiture as determined by the Committee prior to settlement of the Tranche.
3.	<i>Risk Performance Review Adjustment</i>	<p>In addition, and independent from the CET1 Ratio performance metric described in paragraph 2 above, with respect to each Tranche and prior to the settlement of that Tranche, the Committee has the discretion to conduct a risk performance review relating to a risk-related action of potentially material consequence to PNC.</p> <p>If the Committee exercises its discretion to conduct a risk performance review, the Committee will review and determine if a downward adjustment for risk performance is appropriate for the applicable Tranche.</p> <p>Any determination to conduct a risk performance review will be made shortly after the close of the Performance Year, but no later than the 45th day following the close of the Performance Year, and any required review will be conducted no later than two and a half-months after the close of the Performance Year.</p>

4.	<i>Determination of Final Number of RSUs</i>	<p>Following the Performance Year, the Committee determines whether to approve the number of RSUs subject to the applicable Tranche, a lower number or zero based on application of the risk performance metric (described in paragraph 2) or any risk-related adjustment resulting from a risk performance review (described in paragraph 3), rounded down to the nearest whole Unit. In no event can the size of the Tranche be greater than 100.00% of the target number of RSUs subject to that Tranche.</p>
5.	<i>Determination of Risk Performance Metric Upon Death or a Change of Control</i>	
	Death	<p>Notwithstanding anything to the contrary in this Agreement, if your employment with PNC ceases by reason of your death, or if you die after a termination of employment with PNC due to Disability or Retirement or by reason of an Anticipatory Termination, in any case, prior to a Change of Control or the last Scheduled Vesting Date, then all risk performance-based conditions will be met with respect to the outstanding portion of your Award, <i>unless</i> the date of death occurs after a calendar year but prior to performance-adjustment by the Committee (including a Committee determination made immediately preceding the date of the Change of Control), in which case such Tranche will vest based on actual performance as determined by the Committee.</p> <p>For the avoidance of doubt, in the event of your death following a Change of Control, the risk performance metric for any then-outstanding Tranche will be determined as provided in the “Change of Control” paragraph below.</p>

	Change of Control	<p>Notwithstanding anything to the contrary in this Agreement and subject to your satisfaction of the service-based vesting requirements, any outstanding Tranches for which no performance factors have been determined at the time of a Change of Control will be risk performance-adjusted, as follows:</p> <ul style="list-style-type: none"> • If a Change of Control occurs after a completed Performance Year, but prior to the Scheduled Vesting Date for that Tranche, the actual CET1 Ratio for that Performance Year will continue to apply to that Tranche, and • For any Performance Year not completed prior to a Change of Control, if the CET1 Ratio was not met as of the quarter-end date immediately preceding the Change of Control (or if the Change of Control falls on a quarter-end date, and such information is available and applicable for such date, the date of the Change of Control), then all remaining Tranches will be forfeited and expire as of the Change of Control. <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> • If the CET1 Ratio was not met as of the applicable quarter-end performance measurement date, the Award will be forfeited by you as of the Change of Control. • Tranches where the CET1 Ratio was met and that remain outstanding will be paid out, without further Dividend Equivalents or any interest, on the Scheduled Vesting Dates (or earlier, in the event of your death) upon your satisfaction of the service-based vesting requirements.
6.	<i>Committee Determination</i>	The Committee may make prospective adjustments to the Award. All determinations made by the Committee or otherwise by PNC hereunder shall be made in its sole discretion and shall be final, binding and conclusive for all purposes on all parties.



IN WITNESS WHEREOF, the Corporation has caused this Agreement to be signed on its behalf as of the Grant Date.

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

ATTEST:

By:

ACCEPTED AND AGREED TO by GRANTEE

Grantee



THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN

* * *

RESTRICTED SHARE UNITS AWARD AGREEMENT

This Agreement sets forth the terms and conditions of your restricted share unit award made pursuant to The PNC Financial Services Group, Inc. 2016 Incentive Award Plan and any sub-plans thereto (this “Agreement”).

Appendix A to this Agreement sets forth additional terms and conditions of the Award, including restrictive covenant provisions. Appendix B to this Agreement sets forth certain definitions applicable to this Agreement generally. Appendix C to this Agreement sets forth the risk performance-based vesting conditions applicable to the Award and certain related definitions. Capitalized terms not otherwise defined in the body of this Agreement have the meaning ascribed to such terms in the Plan or Appendices A, B or C.

The Corporation and the Grantee named below (referenced in this Agreement as “you” or “your”) agree as follows:

Subject to your timely acceptance of this Agreement (as described in Section A below), the Corporation grants to you the Award set forth below, subject to the terms and conditions of the Plan and this Agreement.

A. GRANT AND ACCEPTANCE OF RSUs	
GRANTEE:	[Name]
GRANT DATE:	February 15, 2018
AWARD:	[# Shares] Restricted share units (“ <u>RSUs</u> ”), each representing a right to receive one Share, and related Dividend Equivalents award, payable in cash.
AWARD PROGRAM:	Senior Leader Program
AWARD ACCEPTANCE; AWARD EFFECTIVE DATE:	You must accept this Award by delivering an executed unaltered copy of this Agreement to the Corporation within 30 days of your receipt of this Agreement. Upon such execution and delivery of this Agreement by both you and the Corporation, this Agreement is effective as of the Grant Date (the “ <u>Award Effective Date</u> ”). If you do not properly accept this Award, the Corporation may, in its sole discretion, cancel the Award at any time thereafter.
B. VESTING REQUIREMENTS	

B.1

An Award becomes vested only upon satisfaction of both the service-based vesting requirements and the risk performance-based vesting requirements set forth below.

SERVICE-BASED VESTING REQUIREMENTS

The Award is divided into three approximately equal portions that will satisfy the service-based vesting requirements ratably over three years (each portion, a “Tranche”) on three “Scheduled Vesting Dates”, as follows:

- the service-based vesting requirement for the first Tranche will be satisfied on the 1st anniversary of the Grant Date,
- the service-based vesting requirement for the second Tranche will be satisfied on the 2nd anniversary of the Grant Date, and
- the service-based vesting requirement for the third Tranche will be satisfied on the 3rd anniversary of the Grant Date;

in each case, provided you remain continuously employed by PNC through and including the applicable Scheduled Vesting Date (or such earlier date as prescribed by Section B.2 below).

RISK PERFORMANCE-BASED VESTING REQUIREMENTS

Provided the service-based vesting requirements have been met, each Tranche will vest on the applicable Scheduled Vesting Date upon satisfaction of the risk performance metric applicable to that Tranche, as set forth in Appendix C to this Agreement.

B.2**EFFECT OF TERMINATION OF EMPLOYMENT PRIOR TO SCHEDULED VESTING DATES ON VESTING REQUIREMENTS****RETIREMENT**

Notwithstanding anything to the contrary in this Agreement, if your employment with PNC is terminated due to your Retirement, and not for Cause (as determined by a PNC Designated Person), then the service-based vesting requirements of the Award will be satisfied as of your Termination Date, but the Award will not vest and become payable until the Scheduled Vesting Date(s), subject to satisfaction of the risk performance-based vesting requirements and your continued compliance with the terms and conditions of this Agreement.

DISABILITY

Notwithstanding anything to the contrary in this Agreement, if your employment with PNC is terminated by PNC due to your Disability, and not for Cause (as determined by a PNC Designated Person), then the service-based vesting requirements of the Award will be satisfied as of your Termination Date, but the Award will not vest and become payable until the Scheduled Vesting Date(s), subject to satisfaction of the risk performance-based vesting requirements and your continued compliance with the terms and conditions of this Agreement.

DEATH

Notwithstanding anything to the contrary in this Agreement, if your employment with PNC ceases by reason of your death, or if you die after a termination of employment with PNC due to Disability or Retirement or by reason of an Anticipatory Termination, but prior to a Change of Control or any Scheduled Vesting Date(s), then the service-based requirements of the Award will be satisfied as of your date of death, and the risk performance-based vesting requirements will be satisfied as further described in Appendix C.

ANTICIPATORY TERMINATION

Notwithstanding anything to the contrary in this Agreement, if your termination of employment with PNC is an Anticipatory Termination, then the service-based vesting requirements of the Award will be satisfied as of the Termination Date, but the Award will not vest and become payable until the Scheduled Vesting Date(s), subject to satisfaction of the risk performance-based vesting requirements and your continued compliance with the terms of this Agreement.

**TERMINATION FOLLOWING A
CHANGE OF CONTROL**

Notwithstanding anything to the contrary in this Agreement, if you have been continuously employed by PNC, including any successor entity, through the date of a Change of Control, and your employment with PNC is terminated following such Change of Control but prior to a Scheduled Vesting Date(s), either (a) by PNC other than for Misconduct or (b) by you for Good Reason (a “Qualifying Termination”), then the service-based requirements of the Award will be satisfied as of your Termination Date, and the risk performance-based vesting requirements will be satisfied with respect to any outstanding Tranches as described in Appendix C.

For the avoidance of doubt, upon the occurrence of a Change of Control, the Award will not become vested until the service-based vesting requirements are satisfied, either on the Scheduled Vesting Dates as set forth in Section B.1. or as a result of your Retirement, your termination of employment by reason of death, Disability or an Anticipatory Termination or the occurrence of a Qualifying Termination.

C.**FORFEITURE**

C.1	FORFEITURE UPON FAILURE TO MEET VESTING REQUIREMENTS	Except as otherwise provided in Section B.2 above, if you cease to be an employee of PNC prior to an applicable Scheduled Vesting Date and the satisfaction of the risk performance-based vesting requirements, you will not have satisfied the vesting requirements and the outstanding portion of the Award will be automatically forfeited and cancelled as of your Termination Date.
C.2	FORFEITURE IN CONNECTION WITH DETRIMENTAL CONDUCT	<p>At any time prior to a Scheduled Vesting Date, to the extent that PNC (acting through a PNC Designated Person) determines in its sole discretion (a) that you have engaged in Detrimental Conduct and (b) to forfeit and cancel all or a specified portion of the outstanding Award as a result of such determination, then such portion will be forfeited and cancelled effective as of the date of such determination.</p> <p>Upon such determination, neither you nor your successors, heirs, assigns or legal representatives will have any further rights or interest in the Award under this Agreement.</p>

D.	DIVIDEND EQUIVALENTS	
D.1	GENERALLY	As of the Award Effective Date, you will be entitled to earn accrued cash Dividend Equivalents on the final number of vested RSUs for each Tranche, in an amount equal to the cash dividends that would have been paid (without interest or reinvestment) between the Grant Date and the Scheduled Vesting Date for that Tranche (or such earlier date in the event of your death or a Change of Control), as though you were the record holder of such RSUs, and such RSUs had been issued and outstanding shares on the Grant Date through the Scheduled Vesting Date for that Tranche (or such earlier date in the event of your death or a Change of Control).

D.2 **ACCRUED DIVIDEND
EQUIVALENT PAYMENTS**

(a) Generally. Accrued Dividend Equivalents will vest and be paid out in cash, less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A, if and when the applicable Tranche vests and pays out (at which point such Dividend Equivalents will terminate). Dividend Equivalents are subject to the same vesting requirements and payout size adjustments as the Tranche to which they relate. If the RSUs to which such Dividend Equivalents relate are forfeited and cancelled, such related Dividend Equivalents will also be forfeited and cancelled without payment of any consideration by PNC.

(b) Payment Upon a Change of Control. Accrual of Dividend Equivalents will cease as of the Change of Control. Upon a Change of Control, Dividend Equivalents accrued (without reinvestment or interest) between the Grant Date and the Change of Control will vest and be paid out in cash, less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A, if and when the applicable Tranche vests and pays out, as if you were the record holder of the number of Shares equal to the number of vested RSUs underlying such Tranche from the Grant Date through the date of the Change of Control.

E.	PAYMENT OF THE AWARD
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E.1	PAYMENT TIMING
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	Except as otherwise provided below, vested RSUs that remain outstanding will be settled as soon as practicable following (i) the applicable Scheduled Vesting Date (but no later than March 15 th following the year the applicable Scheduled Vesting Date occurs), or (ii) your date of death, if your date of death is prior to the last Scheduled Vesting Date (but no later than December 31 st of the year following the year of your death).
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E.2**FORM OF PAYMENT; AMOUNT****(a) Payment Generally.**

Except as provided in subsection (b) below, vested RSUs will be settled at the time set forth in this Section E.1 by delivery to you of that number of whole Shares equal to the number of RSUs less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A.

(b) Payment On or After a Change of Control.

Upon vesting on or after a Change of Control, vested RSUs will be settled at the time set forth in Section E.1 by payment to you of cash in an amount equal to that number of whole Shares equal to the number of vested RSUs, multiplied by the then current Fair Market Value of a share of Common Stock on the date of the Change of Control (subject to any applicable adjustment pursuant to Section 2 of Appendix A), less the payment of any applicable withholding taxes pursuant to Section 6 of Appendix A. Related accrued Dividend Equivalent payments will be paid to you in cash as described in Section D.2(b).

No interest will be paid with respect to any such payments made pursuant to this Section E.

F.**RESTRICTIVE COVENANTS**

Upon your acceptance of this Award, you shall become subject to the restrictive covenant provisions set forth in Section 1 of Appendix A.

G.**CLAWBACK**

The Award, and any right to receive and retain any Shares (if applicable), cash or other value pursuant to the Award, is subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under the Corporation's Incentive Compensation Adjustment and Clawback Policy, as in effect from time to time with respect to the Award, or any other applicable clawback, adjustment or similar policy in effect on or established after the Grant Date and to any clawback or recoupment that may be required by applicable law or regulation.

By accepting this Award, you agree that you are obligated to provide all assistance necessary to the Corporation to recover or recoup the Shares, cash or other value pursuant to the Award which are subject to recovery or recoupment pursuant to applicable law, government regulation, stock exchange listing requirement or PNC policy. Such assistance shall include completing any documentation necessary to recover or recoup the Shares, cash or other value pursuant to the Award from any accounts you maintain with PNC or any pending or future compensation.

A copy of the Incentive Compensation Adjustment and Clawback Policy is included in the materials distributed to you with this Agreement.



THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN

RESTRICTED SHARE UNITS AWARD AGREEMENT

APPENDIX A

ADDITIONAL PROVISIONS

1. Restrictive Covenants. You and PNC acknowledge and agree that you have received adequate consideration with respect to enforcement of the provisions of this Section 1 by virtue of accepting this Award (regardless of whether the Award or any portion thereof is ultimately settled and paid to you); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent you from earning a living.

(a) Non-Solicitation; No-Hire. You agree to comply with the provisions of this Section 1(a) during the period of your employment with PNC and the 12-month period following your Termination Date, regardless of the reason for such termination of employment, as follows:

i. *Non-Solicitation.* You will not, directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any Person other than PNC, solicit, call on, do business with, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any Person that you should reasonably know (A) is a customer of PNC for which PNC provides any services as of your Termination Date, or (B) was a customer of PNC for which PNC provided any services at any time during the 12 months preceding your Termination Date, or (C) was, as of your Termination Date, considering retention of PNC to provide any services.

ii. *No-Hire.* You will not, directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any Person other than PNC, employ or offer to employ, call on, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any employee of PNC. You also will not assist any other Person in such activities.

Notwithstanding Section 1(a)(i) and Section 1(a)(ii) above, if your termination of employment with PNC is an Anticipatory Termination, then commencing immediately after your Termination Date, the provisions of Section 1(a)(i) and Section 1(a)(ii) will no longer apply and will be replaced with the following provision:

“**No-Hire.** You agree that you will not, for a period of one year after your Termination Date, employ or offer to employ, solicit, actively interfere with PNC’s or any PNC affiliate’s relationship with, or attempt to divert or entice away, any officer of PNC or any affiliate of PNC.”

(b) **Confidentiality.** During your employment with PNC and thereafter regardless of the reason for termination of such employment, you will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which is the exclusive and valuable property of PNC whether or not conceived of or prepared by you, other than (i) information generally known in PNC’s industry or acquired from public sources, (ii) as required in the course of employment by PNC, (iii) as required by any court, supervisory authority, administrative agency or applicable law, or (iv) with the prior written consent of PNC. Nothing in this Agreement, including this Section 1(b), is intended to limit you from reporting possible violations of law or regulation to any governmental entity or any self-regulatory organization or making other disclosures that are protected under the whistleblower provisions of federal, state or local law or regulation. You further understand and agree that you are not required to contact or receive consent from PNC before engaging in such communications with any such authorities.

(c) **Ownership of Inventions.** You will promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by you during the term of your employment with PNC, whether alone or with others, and that are (i) related directly or indirectly to the business or activities of PNC or (ii) developed with the use of any time, material, facilities or other resources of PNC (“**Developments**”). You agree to assign and hereby do assign to PNC or its designee all of your right, title and interest, including copyrights and patent rights, in and to all Developments. You will perform all actions and execute all instruments that PNC or any subsidiary will deem necessary to protect or record PNC’s or its designee’s interests in the Developments. The obligations of this Section 1(c) will be performed by you without further compensation and will continue beyond your Termination Date.

(d) **Enforcement Provisions.** You understand and agree to the following provisions regarding enforcement of Section 1 of this Agreement:

i. **Equitable Remedies.** A breach of the provisions of Sections 1(a) – 1(c) will cause PNC irreparable harm, and PNC will therefore be entitled to seek issuance of immediate, as well as permanent, injunctive relief restraining you, and

each and every person and entity acting in concert or participating with you, from initiation and/or continuation of such breach.

ii. *Tolling Period.* If it becomes necessary or desirable for PNC to seek compliance with the provisions of Section 1(a) by legal proceedings, the period during which you will comply with said provisions will extend for a period of 12 months from the date PNC institutes legal proceedings for injunctive or other relief.

iii. *Reform.* If any of Sections 1(a) – 1(c) are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which the restriction applies, it is the intent of both parties that the court reduce and reform the restriction so as to apply the greatest limitations considered enforceable by the court.

iv. *Waiver of Jury Trial.* Each of you and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 1(a) – 1(c).

v. *Application of Defend Trade Secrets Act.* Regardless of any other provision in this Agreement, you may be entitled to immunity and protection from retaliation under the Defend Trade Secrets Act of 2016 for disclosing trade secrets under certain limited circumstances, as set forth in PNC's Defend Trade Secrets Act policy. The policy is available for viewing on PNC's intranet under the "PNC Ethics" page.

2. Capital Adjustments upon a Change of Control. Upon the occurrence of a Change of Control, (a) the number, class and kind of RSUs then outstanding under the Award will automatically be adjusted to reflect the same changes as are made to outstanding shares of Common Stock generally, (b) the value per share unit of any share-denominated award amount will be measured by reference to the per share value of the consideration payable to a holder of Common Stock in connection with such Corporate Transaction or Transactions if applicable, and (c) with respect to stock-payable RSUs only, if the effect of the Corporate Transaction or Transactions on a holder of Common Stock is to convert that shareholder's holdings into consideration that does not consist solely (other than as to a minimal amount) of shares of Common Stock, then the entire value of any payment to be made to you will be made solely in cash at the applicable time specified in this Agreement.

3. Fractional Shares. No fractional Shares will be delivered to you. If the outstanding vested RSUs being settled in Shares include a fractional interest, such fractional interest will be eliminated by rounding down to the nearest whole share unit.

4. No Rights as a Shareholder. You will have no rights as a shareholder of the Corporation by virtue of this Award unless and until Shares are issued and delivered in settlement of the Award pursuant to and in accordance with this Agreement.

5. Transfer Restrictions.

(a) The Award may not be sold, assigned, transferred, exchanged, pledged, or otherwise alienated or hypothecated.

(b) If you are deceased at the time any outstanding vested RSUs are settled and paid out in accordance with the terms of this Agreement, such delivery of Shares, cash payment or other payment (as applicable) shall be made to the executor or administrator of your estate or to your other legal representative or, as permitted under the election procedures of the Plan's third-party administrator, to your designated beneficiary, in each case, as determined in good faith by the Corporation. Any delivery of Shares, cash payment or other payment made in good faith by the Corporation to your executor, other legal representative or permissible designated beneficiary, or retained by the Corporation for taxes pursuant to Section 6 of this Appendix A, shall extinguish all right to payment hereunder.

6. Withholding Taxes.

(a) You shall be solely responsible for any applicable taxes (including, without limitation, income and excise taxes), penalties and interest that you incur in connection hereunder. The Corporation will, at the time any withholding tax obligation arises in connection herewith, retain an amount sufficient to satisfy the minimum amount of taxes then required to be withheld by PNC in connection therewith from amounts then payable hereunder to you.

(b) If any such withholding is required prior to the time amounts are payable to you hereunder or if such amounts are not sufficient to satisfy such obligation in full, the withholding will be taken from other compensation then payable to you or as otherwise determined by PNC.

(c) The Corporation will withhold cash from any amounts then payable to you hereunder that are settled in cash. Unless the Committee or PNC Designated Person determines otherwise, with respect to stock-payable RSUs only, the Corporation will retain whole Shares from any amounts then payable to you hereunder (or pursuant to any other RSUs previously awarded to you under the Plan) in the form of Shares. For purposes of this Section 6(c), Shares retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value on the date the tax withholding obligation arises (as such date is determined by the Corporation).

7. Employment. Neither the granting of the Award nor any payment with respect to such Award authorized hereunder nor any term or provision of this Agreement

shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC to employ you for any period or in any way alter your status as an employee at will.

8. Miscellaneous.

(a) Subject to the Plan and Interpretations. In all respects the Award and this Agreement are subject to the terms and conditions of the Plan, which has been made available to you and is incorporated herein by reference. The terms of the Plan will not be considered an enlargement of any benefits under this Agreement. If the Plan and this Agreement conflict, the provisions of the Plan will govern. Interpretations of the Plan and this Agreement by the Committee are binding on you and PNC.

(b) Governing Law and Jurisdiction. This Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws provisions. Any dispute or claim arising out of or relating to this Agreement or claim of breach hereof will be brought exclusively in the Federal court for the Western District of Pennsylvania or in the Court of Common Pleas of Allegheny County, Pennsylvania. By execution of this Agreement, you and PNC hereby consent to the exclusive jurisdiction of such courts, and waive any right to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding under or in connection with this Agreement.

(c) Headings; Entire Agreement. Headings used in this Agreement are provided for reference and convenience only, are not considered part of this Agreement, and will not be employed in the construction of this Agreement. This Agreement, including any appendices or exhibits attached hereto, constitutes the entire agreement between you and PNC with respect to the subject matters addressed herein, and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties concerning the subject matters hereof.

(d) Modification. Modifications or adjustments to the terms of this Agreement may be made by the Corporation as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement will be effective unless embodied in a separate, subsequent writing signed by you and by an authorized representative of the Corporation.

(e) No Waiver. Failure of PNC to demand strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver of such term, covenant or condition, nor will any waiver or relinquishment of any such term, covenant or condition on any occasion or on multiple occasions be deemed a waiver or relinquishment of such term, covenant or condition.

(f) Severability. The restrictions and obligations imposed by this Agreement are separate and severable, and it is the intent of both parties that if any restriction or

obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon you.

(g) Applicable Laws. Notwithstanding anything in this Agreement, PNC will not be required to comply with any term, covenant or condition of this Agreement if and to the extent prohibited by law, including but not limited to Federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC.

(h) Compliance with Section 409A of the Internal Revenue Code. It is the intention of the parties that the Award and this Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable. This Agreement will be administered in a manner consistent with this intent, including as set forth in Section 20 of the Plan. If the Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), your right to the series of installment payments will be treated as a right to a series of separate payments and not as a right to a single payment.

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**THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN**

**RESTRICTED SHARE UNITS AWARD AGREEMENT
SENIOR LEADER PROGRAM (SECTION 16)**

APPENDIX B

DEFINITIONS

Certain Definitions. Except as otherwise provided, the following definitions apply for purposes of this Agreement.

“Anticipatory Termination” means a termination of employment where PNC terminates your employment with PNC (other than for Misconduct or Disability) prior to the date on which a Change of Control occurs, and you reasonably demonstrated that such termination of employment (i) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (ii) otherwise arose in connection with or in anticipation of a Change of Control.

“Award Effective Date” has the meaning set forth in Section A of this Agreement.

“Change of Control” means:

(a) Any Person becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (x) the then-outstanding shares of Common Stock (the “Outstanding PNC Common Stock”) or (y) the combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”). The following acquisitions will not constitute a Change of Control for purposes of this definition: (1) any acquisition directly from the Corporation, (2) any acquisition by the Corporation, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any company controlled by, controlling or under common control with the Corporation (an “Affiliated Company”), (4) any acquisition pursuant to an Excluded Combination (as defined below) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock if the Incumbent Board (as defined below) as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied). For purposes of this definition, any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the shareholders of the Corporation, was approved

by a vote of at least two-thirds of the directors then comprising the Incumbent Board will be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of 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;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Corporation or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Corporation, or the acquisition of assets or stock of another entity by the Corporation or any of its subsidiaries (each, a “Business Combination”). A transaction otherwise meeting the definition of Business Combination will not be treated as a Change of Control if following completion of the transaction all or substantially all of the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of Common Stock (or, for a non-corporate 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 non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation’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 PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of the Corporation of a complete liquidation or dissolution of the Corporation.

“Competitive Activity” means any participation in, employment by, ownership of any equity interest exceeding one percent in, or promotion or organization of, any Person other than PNC (1) engaged in business activities similar to some or all of the business activities of PNC during your employment or (2) engaged in business activities that you know PNC intends to enter within the next 12 months (or, if after your Termination Date, within the first 12 months after your Termination Date), in either case whether you are acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein. For purposes of Competitive Activity as defined herein (and as such similar term is defined in any equity-based award agreement held by you), the term “subsidiary” will not include any company in which PNC holds an interest pursuant to its merchant banking authority.

“Detrimental Conduct” means:

(a) You have engaged in, without the prior written consent of PNC (with consent to be given or withheld at PNC's sole discretion), in any Competitive Activity in the Restricted Territory at any time during the period of your employment with PNC and the 12-month period following your Termination Date;

(b) any act of fraud, misappropriation, or embezzlement by you against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) you are convicted (including a plea of guilty or of nolo contendere) of, or you enter into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of your employment or other service relationship with PNC.

You will be deemed to have engaged in Detrimental Conduct for purposes of this Agreement only if and when the Committee or other PNC Designated Person determines that you have engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to you. Detrimental Conduct will not apply to conduct by or activities of successors to the Award by will or the laws of descent and distribution in the event of your death.

No determination that you have engaged in Detrimental Conduct may be made (x) on or after your Termination Date if your termination of employment was an Anticipatory Termination or (y) between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control.

"Good Reason" means the definition of Good Reason contained in the Change of Control Employment Agreement between you and PNC or any substitute employment agreement entered into between you and PNC then in effect or, if none, the occurrence of any of the following events without your consent:

(a) the assignment of any duties to you inconsistent in any material respect with your position (including status, offices, titles and reporting requirements), or any other material diminution in such position, authority, duties or responsibilities;

(b) any material reduction in your rate of base salary or the amount of your annual bonus opportunity (or, if less, the bonus opportunity established for PNC's similarly situated employees for any year), or a material reduction in the level of any other employee benefits for which you are eligible receive below those offered to PNC's similarly situated employees;

(c) PNC's requiring you to be based at any office or location outside of a fifty (50)-mile radius from the office where you were employed on the Grant Date;

(d) any action or inaction that constitutes a material breach by PNC of any agreement entered into between you and PNC; or

(e) the failure by PNC to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of PNC to assume expressly and agree to perform this Agreement in the same manner and to the same extent that PNC would be required to perform it if no such succession had taken place.

Notwithstanding the foregoing, none of the events described above shall constitute Good Reason unless and until (i) you first notify PNC in writing describing in reasonable detail the condition which constitutes Good Reason within 90 days of its initial occurrence, (ii) PNC fails to cure such condition within 30 days after receipt of such written notice, and (iii) you terminate employment within two years of its initial occurrence.

Your mental or physical incapacity following the occurrence of an event described above in clauses (a) through (e) shall not affect your ability to terminate employment for Good Reason, and your death following delivery of a notice of termination for Good Reason shall not affect your estate's entitlement to severance payments benefits provided hereunder upon a termination of employment for Good Reason.

“Misconduct” means, as it relates to an Anticipatory Termination or following a Change of Control, (a) your willful and continued failure to substantially perform your duties with PNC (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to you by the Board or the CEO that specifically identifies the manner in which the Board or the CEO believes that you have not substantially performed your duties; or (b) your willful engagement in illegal conduct or gross misconduct that is materially and demonstrably injurious to PNC or any of its subsidiaries. For purposes of clauses (a) and (b), no act or failure to act, on your part, shall be considered willful unless it is done, or omitted to be done, by you in bad faith and without reasonable belief that your action or omission was in the best interests of PNC. Any act, or failure to act, based upon the instructions or prior approval of the Board, the CEO or your superior or based upon the advice of counsel for PNC, will be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of PNC.

Your cessation of employment will be deemed to be a termination of your employment with PNC for Misconduct only if and when there shall have been delivered to you, as part of the notice of your termination, a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board, at a Board meeting called and held for the purpose of considering such termination, finding on the basis of clear and convincing evidence that, in the good faith opinion of the Board, you are guilty of conduct described in clause (a) or clause (b) above and, in either case, specifying the particulars thereof in detail. Such resolution shall be adopted only after (i) reasonable notice of such Board meeting is provided to you, together with written notice that PNC believes that you are guilty of conduct described in clause (a) or clause (b) above and, in

either case, specifying the particulars thereof in detail, and (ii) you are given an opportunity, together with counsel, to be heard before the Board.

“Person” means any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act.

“PNC Designated Person” means (a) the Committee or its delegate if you are (or were when you ceased to be an employee of PNC) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as PNC Designated Person for purposes of this Agreement.

“Qualifying Termination” has the meaning set forth in Section B of this Agreement.

“Restricted Territory” means if you are employed by (or, if you are not an employee, providing the majority of your services to) PNC in the United States or Canada as of the Termination Date, the United States and Canada.

“Retirement” means your termination of employment with PNC at any time for any reason (other than termination of employment by reason of your death, by PNC for Cause or by reason of termination of employment in connection with a divestiture of assets or a divestiture of one or more subsidiaries of PNC if the Committee or the CEO or his or her designee so determines prior to such divestiture) on or after the first date on which you have both attained at least age 55 and completed five years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan.

“Termination Date” means the last day of your employment with PNC. If you are employed by a Subsidiary that ceases to be a Subsidiary or ceases to be a consolidated subsidiary of the Corporation under the United States generally accepted accounting principles and you do not continue to be employed by or otherwise have a Service Relationship with PNC, then for purposes of this Agreement, your employment with PNC terminates effective at the time this occurs.



THE PNC FINANCIAL SERVICES GROUP, INC.
2016 INCENTIVE AWARD PLAN

RESTRICTED SHARE UNITS AWARD AGREEMENT

APPENDIX C

RISK PERFORMANCE-BASED VESTING CONDITIONS
SENIOR LEADER PROGRAM (SECTION 16)

The following table sets forth the risk performance-based vesting conditions of the Award:

1.	<i>Generally</i>	<p>The Award is divided into three Tranches, with the first Tranche relating to the 2018 performance year, the second Tranche relating to the 2019 performance year, and the third tranche relating to the 2020 performance year (each such year, a “<u>Performance Year</u>”).</p> <p>Each Tranche must satisfy a risk-related performance metric based on whether PNC has met or exceeded the common equity Tier 1 capital spot ratio limit as then in effect and applicable to The PNC Financial Services Group, Inc. (“<u>CET1 Ratio</u>”) (which may be on a pro forma fully phased-in basis, if applicable) as set forth in PNC’s Enterprise Capital Management Policy (or any successor policy) and monitored at least quarterly. Each Tranche of the Award will also be subject to an annual risk review based on business unit financial performance (or at the discretion of the Committee).</p> <p>“PNC” for purposes of this <u>Appendix C</u> as it refers to risk performance-based vesting conditions means the Corporation and its consolidated subsidiaries for financial reporting purposes.</p> <p>All performance metrics, including any adjustments, will be determined on the basis of PNC’s internal financial information as of the date immediately prior to the date the Committee certifies this metric for PNC’s corporate executive group and only where such amounts can be reasonably determined.</p>

2.	<i>Applying the Risk Performance Metric</i>	<p>(a) <i>CET1 Ratio Generally.</i> Each Tranche is subject to a risk performance factor based on whether PNC has met or exceeded the CET1 Ratio as of the last day of each Performance Year. The current CET1 Ratio is 7.0%.</p> <p>(b) <i>Determination of Annual CET1 Ratio.</i> As soon as practicable following the end of each Performance Year, PNC will present information to the Committee relating to (i) the CET1 Ratio compared to (ii) the actual CET1 Ratio achieved by PNC with respect to that Performance Year, based on PNC's publicly reported financial results for the period ending on the applicable end date. Except as otherwise provided in paragraph 5 in the event of your death or a Change of Control, this will generally be the public release of earnings results for PNC's fourth quarter that occurs after the year-end measurement date, so that the Committee will be able to make its determination in late January or early February following a Performance Year.</p> <ul style="list-style-type: none"> • If PNC meets or exceeds the CET1 Ratio for a Performance Year, the risk performance metric is satisfied. • If PNC does not meet the CET1 Ratio for a Performance Year, the applicable Tranche is eligible for forfeiture as determined by the Committee prior to settlement of the Tranche.
3.	<i>Risk Performance Review Adjustments</i>	<p>In addition, and independent from the CET1 Ratio performance metric described in paragraph 2 above, with respect to each Tranche and prior to the settlement of that Tranche, the Committee conducts a risk performance review either (1) as a result of business unit financial performance (as described below) or (2) at the discretion of the Committee, relating to a risk-related action of potentially material consequence to PNC.</p> <p>A risk performance review is triggered under (1) above if (a) one of the specific business unit or enterprise level review triggers set forth below is met and (b) that review trigger is applicable to you because either it (i) applies to your business unit or functional area as of the Grant Date and the Committee has not determined in its discretion to apply a different review trigger to you for the Performance Year, or (ii) the Committee has determined in its discretion</p>

		<p>to apply such specific business unit or enterprise level review trigger to you for the Performance Year. The specific business unit or enterprise level review triggers are as follows:</p> <ul style="list-style-type: none"> • PNC's Retail Banking segment reports a loss for the Performance Year • PNC's Corporate & Institutional Banking segment reports a loss for the Performance Year • PNC's Asset Management Group segment reports a loss for the Performance Year <p>If you are not assigned to one of the above-named business units as of the Grant Date, the review trigger will be applicable to you only in the event the Committee determines in its discretion to apply such review trigger, as described in (ii) above. If your affiliated business unit or functional area as of the Grant Date is eliminated or no longer reportable due to restructuring or other business reason, the specific review trigger applicable to you will be based on your newly assigned business unit or functional area.</p> <p>For purposes of this Agreement, whether or not a specified business unit has a loss for a given Performance Year will be determined on the basis of the reported earnings or loss, as the case may be, of the reportable business segment that includes the results of such business unit, based on PNC's publicly reported financial results for that year.</p> <p>If a risk performance review is triggered as a result of business financial performance under (1) or if the Committee exercises its discretion to conduct a risk performance review under (2) above, the Committee will review and determine if a downward adjustment for risk performance is appropriate either for the applicable Tranche or to a specific Grantee.</p> <p>Any determination to conduct a risk performance review will be made shortly after the close of the Performance Year, but no later than the 45th day following the close of the Performance Year, and any required review will be conducted no later than two and a half-months after the close of the Performance Year.</p>

4.	<i>Determination of Final Number of RSUs</i>	<p>Following the Performance Year, if (1) the risk performance metric is satisfied and if no risk review is conducted with respect to that year, or (2) the Committee determines not to apply a downward adjustment for risk performance, then the final Award will be the number of RSUs subject to the applicable Tranche.</p> <p>If the risk performance metric is not satisfied, or if a review is conducted, and the Committee applies a downward adjustment for risk performance, then the final award will be a lower number of RSUs subject to the applicable Tranche (rounded down to the nearest whole Unit) or zero, as determined by the Committee.</p> <p>If the Committee elects to forfeit a Tranche as it relates to all members of PNC’s Group 1 executives by reason of the CET1 Ratio risk performance metric not being satisfied, such Tranche will also be forfeited for all members of the Senior Leader program.</p> <p>In no event can the size of the Tranche be greater than 100.00% of the target number of RSUs subject to that Tranche.</p>
5.	<i>Determination of Risk Performance Metric Upon Death or a Change of Control</i>	
	Death	<p>Notwithstanding anything to the contrary in this Agreement, if your employment with PNC ceases by reason of your death, or if you die after a termination of employment with PNC due to Disability or Retirement or by reason of an Anticipatory Termination, in any case, prior to a Change of Control or the last Scheduled Vesting Date, then all risk performance-based conditions will be met with respect to the outstanding portion of your Award, <i>unless</i> the date of death occurs after a calendar year but prior to performance-adjustment by the Committee (including a Committee determination made immediately preceding the date of the Change of Control), in which case such Tranche will vest based on actual performance as determined by the Committee.</p> <p>For the avoidance of doubt, in the event of your death following a Change of Control, the risk performance metric for any then-outstanding Tranche will be determined as provided in the “Change of Control” paragraph below.</p>

	Change of Control	<p>Notwithstanding anything to the contrary in this Agreement and subject to your satisfaction of the service-based vesting requirements, any outstanding Tranches for which no performance factors have been determined at the time of a Change of Control will be risk performance-adjusted, as follows:</p> <ul style="list-style-type: none"> • If a Change of Control occurs after a completed Performance Year, but prior to the Scheduled Vesting Date for that Tranche, the actual CET1 Ratio for that Performance Year will continue to apply to that Tranche, and • For any Performance Year not completed prior to a Change of Control, if the CET1 Ratio was not met as of the quarter-end date immediately preceding the Change of Control (or if the Change of Control falls on a quarter-end date, and such information is available and applicable for such date, the date of the Change of Control), then all remaining Tranches will be forfeited and expire as of the Change of Control. <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> • If the CET1 Ratio was not met as of the applicable quarter-end performance measurement date, the Award will be forfeited by you as of the Change of Control. • Tranches where the CET1 Ratio was met and that remain outstanding will be paid out, without further Dividend Equivalents or any interest, on the Scheduled Vesting Dates (or earlier, in the event of your death) upon your satisfaction of the service-based vesting requirements.
6.	<i>Committee Determination</i>	The Committee may make prospective adjustments to the Award. All determinations made by the Committee or otherwise by PNC hereunder shall be made in its sole discretion and shall be final, binding and conclusive for all purposes on all parties.



IN WITNESS WHEREOF, the Corporation has caused this Agreement to be signed on its behalf as of the Grant Date.

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

ATTEST:

By:

ACCEPTED AND AGREED TO by GRANTEE

Grantee

EXHIBIT 12.1

The PNC Financial Services Group, Inc. and Subsidiaries
Computation of Ratio of Earnings to Fixed Charges (1)

	Six Months Ended June 30,	Year Ended December 31				
<u>Dollars in millions</u>	2018	2017	2016	2015	2014	2013
Earnings						
Pretax income from continuing operations before adjustment for noncontrolling interests in consolidated subsidiaries or income or loss from equity investees	\$ 2,736	\$ 4,510	\$ 4,642	\$ 4,860	\$ 4,993	\$ 5,148
Add:						
Distributed income of equity investees	200	352	324	310	275	242
Fixed charges excluding interest on deposits	821	1,227	978	796	734	664
Less:						
Noncontrolling interests in pretax income of subsidiaries that have not incurred fixed charges	22	57	84	93	96	112
Interest capitalized				1	1	
Earnings excluding interest on deposits	3,735	6,032	5,860	5,872	5,905	5,942
Interest on deposits	474	623	430	403	325	344
Total earnings	<u>\$ 4,209</u>	<u>\$ 6,655</u>	<u>\$ 6,290</u>	<u>\$ 6,275</u>	<u>\$ 6,230</u>	<u>\$ 6,286</u>
Fixed charges						
Interest on borrowed funds	\$ 751	\$ 1,082	\$ 830	\$ 640	\$ 581	\$ 516
Interest component of rentals	69	144	147	153	152	148
Amortization of notes and debentures	1	1	1	2		
Interest capitalized				1	1	
Fixed charges excluding interest on deposits	821	1,227	978	796	734	664
Interest on deposits	474	623	430	403	325	344
Total fixed charges	<u>\$ 1,295</u>	<u>\$ 1,850</u>	<u>\$ 1,408</u>	<u>\$ 1,199</u>	<u>\$ 1,059</u>	<u>\$ 1,008</u>
Ratio of earnings to fixed charges						
Excluding interest on deposits	4.55 x	4.92x	5.99x	7.38x	8.04x	8.95x
Including interest on deposits	3.25	3.60	4.47	5.23	5.88	6.24

(1) As defined in Item 503(d) of Regulation S-K

EXHIBIT 12.2

The PNC Financial Services Group, Inc. and Subsidiaries
Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividends (1)

		Year Ended December 31				
<u>Dollars in millions</u>	Six Months Ended June 30, 2018	2017	2016	2015	2014	2013
Earnings						
Pretax income from continuing operations before adjustment for noncontrolling interests in consolidated subsidiaries or income or loss from equity investees	\$ 2,736	\$ 4,510	\$ 4,642	\$ 4,860	\$ 4,993	\$ 5,148
Add:						
Distributed income of equity investees	200	352	324	310	275	242
Fixed charges and preferred stock dividends excluding interest on deposits	970	1,590	1,300	1,134	1,091	1,028
Less:						
Noncontrolling interests in pretax income of subsidiaries that have not incurred fixed charges	22	57	84	93	96	112
Interest capitalized				1	1	
Preferred stock dividend requirements	149	363	322	338	357	364
Earnings excluding interest on deposits	3,735	6,032	5,860	5,872	5,905	5,942
Interest on deposits	474	623	430	403	325	344
Total earnings	<u>\$ 4,209</u>	<u>\$ 6,655</u>	<u>\$ 6,290</u>	<u>\$ 6,275</u>	<u>\$ 6,230</u>	<u>\$ 6,286</u>
Fixed charges and preferred stock dividends						
Interest on borrowed funds	\$ 751	\$ 1,082	\$ 830	\$ 640	\$ 581	\$ 516
Interest component of rentals	69	144	147	153	152	148
Amortization of notes and debentures	1	1	1	2		
Interest capitalized				1	1	
Preferred stock dividend requirements	149	363	322	338	357	364
Fixed charges and preferred stock dividends excluding interest on deposits	970	1,590	1,300	1,134	1,091	1,028
Interest on deposits	474	623	430	403	325	344
Total fixed charges and preferred stock dividends	<u>\$ 1,444</u>	<u>\$ 2,213</u>	<u>\$ 1,730</u>	<u>\$ 1,537</u>	<u>\$ 1,416</u>	<u>\$ 1,372</u>
Ratio of earnings to fixed charges and preferred stock dividends						
Excluding interest on deposits	3.85 x	3.79x	4.51 x	5.18x	5.41 x	5.78x
Including interest on deposits	2.91	3.01	3.64	4.08	4.40	4.58

(1) As defined in Item 503(d) of Regulation S-K.

In accordance with Exchange Act Rules 13a-14(f) and 15d-14(f), this certification does not relate to Interactive Data Files as defined in Rule 11 of Regulation S-T.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, William S. Demchak, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 of The PNC Financial Services Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2018

/s/ William S. Demchak

William S. Demchak

Chairman, President and Chief Executive Officer

In accordance with Exchange Act Rules 13a-14(f) and 15d-14(f), this certification does not relate to Interactive Data Files as defined in Rule 11 of Regulation S-T.

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Robert Q. Reilly, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 of The PNC Financial Services Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2018

/s/ Robert Q. Reilly

Robert Q. Reilly

Executive Vice President and Chief Financial Officer

In accordance with Exchange Act Rules 13a-14(f) and 15d-14(f), this certification does not relate to Interactive Data Files as defined in Rule 11 of Regulation S-T.

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 of The PNC Financial Services Group, Inc. (Corporation) as filed with the Securities and Exchange Commission on the date hereof (Report), I, William S. Demchak, Chairman, President and Chief Executive Officer of the Corporation, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation for the dates and periods covered by the Report.

This certificate is being made for the exclusive purpose of compliance by the Chief Executive Officer of the Corporation with the requirements of Section 906 of the Sarbanes-Oxley Act of 2002, and may not be used by any person or for any reason other than as specifically required by law.

/s/ William S. Demchak

William S. Demchak

Chairman, President and Chief Executive Officer

August 2, 2018

In accordance with Exchange Act Rules 13a-14(f) and 15d-14(f), this certification does not relate to Interactive Data Files as defined in Rule 11 of Regulation S-T.

**CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 of The PNC Financial Services Group, Inc. (Corporation) as filed with the Securities and Exchange Commission on the date hereof (Report), I, Robert Q. Reilly, Executive Vice President and Chief Financial Officer of the Corporation, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation for the dates and periods covered by the Report.

This certificate is being made for the exclusive purpose of compliance by the Chief Financial Officer of the Corporation with the requirements of Section 906 of the Sarbanes-Oxley Act of 2002, and may not be used by any person or for any reason other than as specifically required by law.

/s/ Robert Q. Reilly

Robert Q. Reilly

Executive Vice President and Chief Financial Officer

August 2, 2018