

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

**FORM S-8**

**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

**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  
(IRS Employer Identification No.)

One PNC Plaza  
249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222-2707  
(Address, including zip code, of registrant's principal executive offices)

**The PNC Financial Services Group, Inc.  
Employee Stock Purchase Plan**  
(Full title of the plan)

Richard J. Johnson  
Chief Financial Officer  
The PNC Financial Services Group, Inc.  
One PNC Plaza  
249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222-2707  
(412) 762-2000  
(Name, address, and telephone number, including area code, of agent for service)

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

Large accelerated filer  Accelerated filer   
Non-accelerated filer  Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (1)(2)	Amount of registration fee (1) (2)
Common Stock (\$5.00 per share par value)	2,000,000	\$ 43.66	\$ 33,209,062.14	\$ 1,305.12

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement also covers any additional shares of Common Stock that become issuable under the above-named plan by reason of any stock dividend, stock split, recapitalization or any other similar transaction. This registration statement is also deemed, pursuant to Instruction E to Form S-8, to relate to and carry forward 1,239,371 shares of Common Stock of The PNC Financial Services Group, Inc. ("PNC") previously registered pursuant to a Registration Statement on Form S-8 (File No. 333-25867) filed by PNC on April 28, 1997 in connection with PNC's Employee Stock Purchase Plan, effective as of February 20, 1997 (the "1997 Plan") with respect to which a registration fee of \$14,552.94 has been paid. PNC has filed a post-effective amendment to the Form S-8 relating to the 1997 Plan to indicate that the unissued shares will be carried forward and included among the shares of Common Stock registered pursuant to this Registration Statement.
- (2) Calculated pursuant to Rule 457(h) of the Securities Act, solely for the purpose of computing the registration fee, based on the average of the high and low sales price of PNC's Common Stock as reported by the New York Stock Exchange on December 26, 2008.

## EXPLANATORY STATEMENT

Of the shares of Common Stock, par value \$5.00 per share, of The PNC Financial Services Group, Inc. ("PNC") registered under this Registration Statement, 1,239,371 shares of PNC Common Stock were registered previously under a Registration Statement on Form S-8, File No. 333-25867, in connection with the PNC Bank Corp. Employee Stock Purchase Plan, as amended and restated effective as of February 20, 1997 (the "1997 Plan"). On November 12, 2008, the Personnel and Compensation Committee of the Board of Directors of PNC approved The PNC Financial Services Group, Inc. Employee Stock Purchase Plan, as amended and restated as of January 1, 2009 (the "ESPP"). The ESPP replaces the 1997 Plan. Both the 1997 Plan and the ESPP are intended to qualify as "employee stock purchase plans" under Section 423 of the Internal Revenue Code of 1986, as amended from time to time. No further offers or sales of PNC Common Stock will be made under the 1997 Plan. Pursuant to Instruction E to Form S-8 and the interpretation of the staff of the Securities and Exchange Commission set forth in Section G.89 of the Division of Corporation Finance Manual of Publicly Available Telephonic Interpretations, such previously registered shares are carried forward to, and deemed covered by, this Registration Statement on Form S-8. Although employees will be provided an opportunity to participate in the ESPP following the effectiveness of this Registration Statement, no participants may purchase shares of PNC Common Stock unless and until the shareholders of PNC have approved the ESPP.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### **Item 3. Incorporation of Documents by Reference.**

The following documents, each as filed by PNC with the SEC pursuant to the Securities Exchange Act of 1934, as amended, are incorporated herein by reference:

- PNC's annual report on Form 10-K for the year ended December 31, 2007
- PNC's quarterly reports on Form 10-Q for the quarters ended September 30, 2008, June 30, 2008 and March 31, 2008
- PNC's current reports on Form 8-K filed January 22, 2008, February 4, 2008, February 13, 2008, February 19, 2008, February 20, 2008, April 18, 2008, April 22, 2008, April 28, 2008, May 16, 2008, May 27, 2008, September 12, 2008, October 24, 2008, October 30, 2008, December 2, 2008, December 23, 2008, December 24, 2008 and December 30, 2008
- The description of PNC's Common Stock set forth in the registration statement on Form 8-A filed by PNC pursuant to Section 12 of the Exchange Act in September 1987, including any amendment or report filed with the SEC for the purpose of updating this description

All reports and other documents filed by PNC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment hereto, which indicates that all securities offered hereunder have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

PNC sold its J.J.B. Hilliard, W.L. Lyons, LLC ("Hilliard Lyons") business on March 31, 2008. Prior to its sale, the results of Hilliard Lyons were included in the Retail Banking business segment in PNC's consolidated financial statements. PNC's consolidated financial statements included in its Quarterly Reports on Form 10-Q for the quarters ended June 30, 2008 and September 30, 2008 reflected the reclassification of results of Hilliard Lyons, including the first quarter 2008 gain on the sale of this business, from the Retail Banking business segment to "Other" for the periods presented. PNC has not restated the consolidated financial statements as of December 31, 2007 and for the year then ended and has not restated the unaudited consolidated financial statements included in its Quarterly Report on Form 10-Q for the quarter ended March 31, 2008 to reflect this change in accordance with Statement of Financial Accounting Standards No. 131, Disclosure about Segments of an Enterprise and Related Information, as it was impractical to do so.

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Any statement contained in a document incorporated or deemed to be incorporated by reference or deemed to be part of this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement or in any other subsequently filed document that also is, or is deemed to be, incorporated by reference in this Registration Statement modifies or replaces such statement. Any statement contained in a document that is deemed to be incorporated by reference or deemed to be part of this Registration Statement after the most recent effective date may modify or replace existing statements contained in this Registration Statement. Any such statement so modified or replaced shall not be deemed, except as so modified or replaced, to constitute a part of this Registration Statement.

#### Experts

The financial statements as of December 31, 2007 and for the year ended December 31, 2007 and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2007 incorporated in this Registration Statement by reference to the Annual Report on Form 10-K for the year ended December 31, 2007 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of PNC and its subsidiaries as of December 31, 2006 and for the years ended December 31, 2006 and December 31, 2005 of PNC incorporated in this Registration Statement by reference from PNC's Annual Report on Form 10-K for the year ended December 31, 2007, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which is incorporated herein by reference (which report expresses an unqualified opinion on the consolidated financial statements and includes explanatory paragraphs relating to the restatement of the consolidated statements of cash flows, PNC's adoption of Statement of Financial Accounting Standard No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans — an amendment of FASB Statements No. 87, 88, 106, and 132(R)" and PNC's use of the equity method of accounting to recognize its investment in BlackRock, Inc.) and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements of National City Corporation and its subsidiaries as of December 31, 2007 and 2006, and for each of the three years in the period ended December 31, 2007 and the effectiveness of internal control over financial reporting of National City Corporation as of December 31, 2007 appearing in the Current Report on Form 8-K dated December 2, 2008 filed by PNC have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

Documents incorporated herein by reference in the future will include financial statements, related schedules (if required), management's assessment of the effectiveness of internal controls over financial reporting and independent auditors' reports. These financial statements and schedules and the effectiveness of internal control over financial reporting will have been audited to the extent and for the periods set forth in such reports by the firm or firms rendering such reports, and, to the extent so audited and consent to incorporation by reference is given, such financials statements and schedules and opinion regarding the effectiveness of internal control will be incorporated herein by reference in reliance upon such reports given upon the authority of such firms as experts in accounting and auditing.

#### **Item 4. Description of Securities.**

**Not Applicable.**

#### **Item 5. Interests of Named Experts and Counsel.**

**Not Applicable.**

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**Item 6. Indemnification of Directors and Officers.**

Section 1741 of the Pennsylvania Business Corporation Law (“PBCL”) provides, in general, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that the person is or was a representative of the corporation, or is or was serving at the request of the corporation as a representative of another enterprise. Such indemnity may be against expenses (including attorney’s fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the corporation and if, with respect to any criminal proceeding, the person did not have reasonable cause to believe his conduct was unlawful.

Section 1742 of the PBCL provides, in general, that a corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a representative of the corporation or is or was serving at the request of the corporation as a representative of another entity. Such indemnity may be against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of the action if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the corporation, except no indemnification shall be made in respect of any claim, issue, or matter as to which the person has been adjudged to be liable to the corporation unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the corporation is located or the court in which the action was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses that the court of common pleas or other court deems proper.

Section 1743 of the PBCL provides, in general, that a corporation must indemnify any representative of a business corporation who has been successful on the merits or otherwise in defense of any action or proceeding referred to in Section 1741 or Section 1742 or in defense of any claim, issue, or matter therein, against expenses (including attorney fees) actually and reasonably incurred therein.

Section 1747 of the PBCL provides, in general, that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a representative of the corporation or is or was serving at the request of the corporation as a representative of another entity against any liability asserted against the person in any capacity, or arising out of the person’s status as such, regardless of whether the corporation would have the power to indemnify him against that liability under the provisions of the PBCL.

Article VII, Section 2 of PNC’s bylaws provides for indemnification to the fullest extent authorized by the laws of the Commonwealth of Pennsylvania for any person who was or is a director or officer of PNC, or is serving or shall have served at the request of PNC as a director, officer, employee or agent of another entity. PNC’s bylaws also permit PNC, upon authorization by its board of directors, to purchase and maintain insurance on behalf of any person to the full extent permitted by the laws of the Commonwealth of Pennsylvania.

The foregoing is only a general summary of certain aspects of Pennsylvania law and PNC’s bylaws dealing with indemnification of directors and officers, and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of Sections 1741, 1742, and 1743 of the PBCL and Article VII, Section 2 of the bylaws of PNC.

PNC has purchased director’s and officers’ liability insurance covering certain liabilities that may be incurred by its directors and officers in connection with the performance of their duties.

**Item 8. Exhibits.**

The Exhibit Index of this Registration Statement, filed herewith, is incorporated herein by reference.

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**Item 9. Undertakings.**

The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - a. To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
  - b. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and
  - c. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that Paragraphs 1(a) and 1(b) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, PNC certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, Commonwealth of Pennsylvania, on December 31, 2008.

THE PNC FINANCIAL SERVICES GROUP, INC.

By: \* \_\_\_\_\_  
Samuel R. Patterson  
Controller

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Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated:

<b>Signature</b>	<b>Title</b>	<b>Date</b>
* James E. Rohr	Chairman, Chief Executive Officer and Director (Principal Executive Officer)	December 31, 2008
* Richard J. Johnson	Chief Financial Officer (Principal Financial Officer)	December 31, 2008
* Samuel R. Patterson	Controller (Principal Accounting Officer)	December 31, 2008
* Richard O. Berndt	Director	December 31, 2008
* Charles E. Bunch	Director	December 31, 2008
* Paul W. Chellgren	Director	December 31, 2008
* Robert N. Clay	Director	December 31, 2008
* George A. Davidson, Jr.	Director	December 31, 2008
* Kay Coles James		

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<b>Signature</b>	<b>Title</b>	<b>Date</b>
* _____ Richard B. Kelson	Director	December 31, 2008
* _____ Bruce C. Lindsay	Director	December 31, 2008
* _____ Anthony A. Massaro	Director	December 31, 2008
* _____ Jane G. Pepper	Director	December 31, 2008
* _____ Donald Shepard	Director	December 31, 2008
* _____ Lorene K. Steffes	Director	December 31, 2008
* _____ Dennis F. Strigl	Director	December 31, 2008
* _____ Stephen G. Thieke	Director	December 31, 2008
* _____ Thomas J. Usher	Director	December 31, 2008

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<b>Signature</b>	<b>Title</b>	<b>Date</b>
* _____ George H. Walls, Jr.	Director	December 31, 2008
* _____ Helge H. Wehmeier	Director	December 31, 2008
*By: <u>/s/ George P. Long, III</u> George P. Long, III, Attorney-in-Fact, pursuant to Powers of Attorney filed herewith		

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**EXHIBIT INDEX**

Exhibit 4.1	The PNC Financial Services Group, Inc. Articles of Incorporation, as amended and restated	Incorporated by reference to the Sixth Article and to Sections 95, 96 and 97 of the Seventh Article, as set forth in Exhibit 3.4 to PNC's Quarterly Report on Form 10-Q for the quarter ended September 30, 2008
Exhibit 4.2	By-Laws of PNC Financial Services Group, as amended and restated effective as of December 14, 2005	Incorporated by reference to Exhibit 3.5 PNC's quarterly report on Form 10-Q for the quarter ended September 30, 2005
Exhibit 5	Opinion of Counsel	Filed herewith
Exhibit 23.1	Consent of Counsel	Included in the opinion filed as Exhibit 5 hereto
Exhibit 23.2	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm of National City Corporation	Filed herewith
Exhibit 23.3	Consent of Deloitte & Touche LLP, former Independent Registered Public Accounting Firm of The PNC Financial Services Group, Inc.	Filed herewith
Exhibit 23.4	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm of BlackRock, Inc.	Filed herewith
Exhibit 23.5	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm of The PNC Financial Services Group, Inc.	Filed herewith
Exhibit 24	Powers of Attorney	Filed herewith
Exhibit 99.1	The PNC Financial Services Group, Inc. Employee Stock Purchase Plan (as amended and restated as of January 1, 2009)	Filed herewith

December 31, 2008

The PNC Financial Services Group, Inc.  
249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222-2707

RE: Registration Statement on Form S-8

Ladies and Gentlemen:

This opinion is being submitted in connection with a Registration Statement on Form S-8 ("Registration Statement") of The PNC Financial Services Group, Inc. ("PNC") being filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), related to the registration of 2,000,000 shares of PNC's common stock, par value \$5.00 per share (the "Common Stock"), to be issued under The PNC Financial Services Group, Inc. Employee Stock Purchase Plan (the "Plan").

In my capacity as Senior Counsel of PNC, I have been requested to furnish an opinion to be included as Exhibit 5 to the Registration Statement. In conjunction with the furnishing of this opinion, I have examined: (i) PNC's Articles of Incorporation and By-laws, each as amended to date; (ii) the Registration Statement; (iii) the Plan; and (iv) such other documents, records, and other instruments as I have deemed appropriate for the purposes of the opinion set forth herein.

In making such examination and rendering the opinion set forth herein, I have assumed: the genuineness and authenticity of all signatures on original documents; the authenticity of all documents submitted to me as originals; the conformity with the originals of all certified, telecopied, photostated or reproduced copies of documents submitted to me; and the authenticity of the originals of all documents submitted to me as copies.

I am a member of the Bar of the Commonwealth of Pennsylvania and I express no opinion as to the laws of any jurisdiction other than the federal laws of the United States, the Pennsylvania Business Corporation Law and the laws of the Commonwealth of Pennsylvania.

This opinion speaks as of today's date and is limited to present statutes, regulations and judicial interpretations. In rendering such opinion, I assume no obligation to revise or supplement this opinion should the present laws be changed by legislative or regulatory action, judicial decision or otherwise or should the Plan be amended, modified or terminated in accordance with its terms. I assume no obligation to advise you or any other person, or to make any investigations, as to any legal developments or factual matters arising subsequent to the date hereof that might affect the opinions expressed herein.

Based on and subject to the foregoing, I am of the opinion that as of the date hereof the Common Stock originally issued by PNC to participants in the Plan has been duly authorized by all necessary corporate action of PNC, and, upon issuance of and payment for such Common Stock in accordance with the terms set forth in the Plan, the Common Stock will be validly issued, fully paid and non-assessable.

I hereby consent to the filing of a copy of this opinion as Exhibit 5 to the Registration Statement. In giving such consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ George P. Long, III, Esq.

George P. Long, III  
Senior Counsel and Corporate Secretary  
The PNC Financial Services Group, Inc.

**Consent of Independent Registered Public Accounting Firm**

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-8) of The PNC Financial Services Group, Inc. pertaining to The PNC Financial Services Group, Inc. Employee Stock Purchase Plan and to the incorporation by reference therein of our report dated February 13, 2008 (except Note 27, as to which the date is November 12, 2008) with respect to the consolidated financial statements of National City Corporation, and our report dated February 13, 2008 with respect to the effectiveness of internal control over financial reporting of National City Corporation, included in The PNC Financial Services Group, Inc.'s Current Report (Form 8-K) dated December 2, 2008, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Cleveland, Ohio  
December 30, 2008

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 1, 2007, February 4, 2008, as to the effects of the restatement discussed in Note 1 (which report expresses an unqualified opinion and includes explanatory paragraphs relating to the restatement discussed in Note 1, the Corporation's adoption of Statement of Financial Accounting Standard No. 158, "*Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment of FASB Statements No. 87, 88, 106, and 132(R)*" and the Corporation's use of the equity method of accounting to recognize its investment in BlackRock, Inc.) relating to the consolidated financial statements of The PNC Financial Services Group, Inc. (the "Corporation") appearing in the Annual Report on Form 10-K of the Corporation for the year ended December 31, 2007 and to the reference to us under the heading "Experts" in the proxy statement/prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP

Pittsburgh, Pennsylvania  
December 30, 2008

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference of our report dated February 28, 2008, relating to the consolidated financial statements of BlackRock, Inc. appearing in the Annual Report on Form 10-K of BlackRock, Inc. for the year ended December 31, 2007, which is incorporated by reference in the Annual Report on Form 10-K of The PNC Financial Services Group, Inc. (the "Corporation") for the year ended December 31, 2007, in this Registration Statement on Form S-8 of the Corporation.

/s/ Deloitte & Touche LLP

New York, New York  
December 30, 2008

**Consent of Independent Registered Public Accounting Firm**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 29, 2008 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in The PNC Financial Services Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2007. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Pittsburgh, Pennsylvania  
December 30, 2008

**POWER OF ATTORNEY****The PNC Financial Services Group, Inc.**

Each of the undersigned directors and/or officers of The PNC Financial Services Group, Inc. ("PNC"), a Pennsylvania corporation, hereby names, constitutes and appoints Richard J. Johnson, Samuel R. Patterson, Karen M. Barrett, and George P. Long, III, and each of them individually, with full power to act without the others and with full power of substitution and resubstitution, the undersigned's true and lawful attorney-in-fact and agent to execute for the undersigned and in his or her name, place and stead, in any and all capacities, one or more Registration Statements on Form S-8 (or other appropriate form) to be filed for the offering and/or sale of shares of PNC common stock in connection with the plans set forth on Exhibit A hereto, and any successor plan or plans, and any and all amendments (including post-effective amendments) to such registration statement or statements, and to file the same, with all exhibits thereto, and any and all other documents in connection therewith, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulating body, hereby granting to said attorneys-in-fact and agents, and each of them acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith as fully to all intents and purposes as the undersigned might or could do in person;

And each of the undersigned hereby ratifies and confirms all that any said attorney-in-fact and agent, or any substitute, lawfully does or causes to be done by virtue hereof.

IN WITNESS WHEREOF, the following persons have duly signed this Power of Attorney as of this 31st day of December, 2008.

<u>Name/Signature</u>	<u>Capacity</u>
<u>/s/ James E. Rohr</u> James E. Rohr	<u>Chairman, Chief Executive Officer</u> (Principal Executive Officer) and Director
<u>/s/ Richard J. Johnson</u> Richard J. Johnson	<u>Chief Financial Officer</u> (Principal Financial Officer)
<u>/s/ Samuel R. Patterson</u> Samuel R. Patterson	<u>Controller</u> (Principal Accounting Officer)
<u>/s/ Richard O. Berndt</u> Richard O. Berndt	<u>Director</u>
<u>/s/ Charles E. Bunch</u> Charles E. Bunch	<u>Director</u>
<u>/s/ Paul W. Chellgren</u> Paul W. Chellgren	<u>Director</u>

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<u>/s/ Robert N. Clay</u> Robert N. Clay	Director
<u>/s/ George A. Davidson, Jr.</u> George A. Davidson, Jr.	Director
<u>/s/ Kay Coles James</u> Kay Coles James	Director
<u>/s/ Richard B. Kelson</u> Richard B. Kelson	Director
<u>/s/ Bruce C. Lindsay</u> Bruce C. Lindsay	Director
<u>/s/ Anthony A. Massaro</u> Anthony A. Massaro	Director
<u>/s/ Jane G. Pepper</u> Jane G. Pepper	Director
<u>/s/ Donald J. Shepard</u> Donald J. Shepard	Director
<u>/s/ Lorene K. Steffes</u> Lorene K. Steffes	Director
<u>/s/ Dennis F. Strigl</u> Dennis F. Strigl	Director
<u>/s/ Stephen G. Thieke</u> Stephen G. Thieke	Director
<u>/s/ Thomas J. Usher</u> Thomas J. Usher	Director
<u>/s/ George H. Walls, Jr.</u> George H. Walls, Jr.	Director
<u>/s/ Helge H. Wehmeier</u> Helge H. Wehmeier	Director

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**EXHIBIT A**  
**Employee Benefit Plans**

PNC Bank Corp. Employee Stock Purchase Plan (as amended and restated effective as of February 20, 1997)  
The PNC Financial Services Group, Inc. Employee Stock Purchase Plan (as amended and restated as of January 1, 2009)  
National City Corporation 1993 Stock Option Plan  
National City Corporation 1997 Stock Option Plan  
National City Corporation 2001 Stock Option Plan  
National City Corporation Amended and Restated Long-Term Cash and Equity Incentive Plan  
Allegiant Bancorp, Inc. 2000 Stock Incentive Plan  
Allegiant Bancorp, Inc. 2002 Stock Incentive Plan  
Equality Bancorp, Inc. 1997 Stock Option and Incentive Plan  
Equality Savings and Loan Association St. Louis Missouri 1993 Stock Option and Incentive Plan  
Harbor Florida Bancshares, Inc. 1998 Stock Incentive Plan for Directors, Officers and Employees  
MAF Bancorp, Inc. 2000 Stock Option Plan  
MAF Bancorp, Inc. 1990 Incentive Stock Option Plan  
Amended and Restated EFC Bancorp, Inc. 1998 Stock-Based Incentive Plan  
EFC Bancorp, Inc. 2000 Stock Option Plan  
MAF Bancorp, Inc. Incentive Compensation Plan  
MAF Bancorp, Inc. Amended and Restated 1993 Premium Price Stock Option Plan  
St. Francis Capital Corporation 1997 Stock Option Plan  
St. Francis Capital Corporation 1993 Incentive Stock Plan  
Reliance Bancshares, Inc. 1997 Stock Option Plan  
Provident Financial Group 1997 Stock Option Plan  
Provident Financial Group 2000 Employee Stock Option Plan,  
Provident Bancorp 1992 Outside Directors Amended and Restated Stock Option Plan  
Provident Financial Group 2002 Outside Directors Stock Option Plan  
National City Savings and Investment Plan  
National City Non-Contributory Retirement Plan  
National City Corporation 2004 Deferred Compensation Plan

**THE PNC FINANCIAL SERVICES GROUP, INC.**  
**EMPLOYEE STOCK PURCHASE PLAN**  
**(as amended and restated as of January 1, 2009)**

**ARTICLE I. PURPOSE AND SCOPE OF THE PLAN**

**1.1. Purpose.** The PNC Financial Services Group, Inc. Employee Stock Purchase Plan is intended to encourage employee participation in the ownership and economic progress of the Corporation. The Plan as set forth herein is effective for Option Periods beginning on or after January 1, 2009, and it supersedes and replaces in its entirety the prior Employee Stock Purchase Plan (the "Prior Plan"), as originally established effective as of June 1, 2003 and as amended and restated from time to time thereafter, with respect to any such Option Period. The Plan as in effect prior to this amendment and restatement shall govern any Option Period beginning prior to January 1, 2009.

**1.2. Definitions.** Unless the context clearly indicates otherwise, the following terms have the meaning set forth below:

*Board of Directors or Board* means the Board of Directors of the Corporation.

*Code* means the Internal Revenue Code of 1986, as amended.

*Common Stock* means shares of the common stock, par value \$5.00 per share, of the Corporation.

*Compensation* means the regular remuneration paid to an Employee by the Corporation or Designated Subsidiary which: (i) in the case of an Employee who receives commission income, means commissions; and (ii) in the case of any other Employee, means any base salary or wage amount paid to an Employee by the Corporation or a Designated Subsidiary that would be included in the Employee's U.S. taxable income but for the fact that such amount was contributed by the Employee to a tax-qualified plan pursuant to an elective deferral under Section 401(k) of the Code, was contributed by the Employee under a flexible benefit arrangement described in Section 125 of the Code, or was deferred by the Employee's election pursuant to the terms of the Corporation's SISP or any successor plan to the SISP.

*Continuous Service* means the period of time, uninterrupted by a termination of employment, that an Employee has been employed by the Corporation and/or a Designated Subsidiary immediately preceding an Offering Date. Such period of time will include any approved leave of absence.

*Corporate Retirement Plans* means the department of the Corporation responsible for the day-to-day administration of and recordkeeping for the Plan.

*Corporation* means The PNC Financial Services Group, Inc.

*Designated Subsidiary* means any Subsidiary that has been designated by the Plan Committee to participate in the Plan.

*Employee* means any individual classified by the Corporation or a Designated Subsidiary as an employee.

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*Exercise Date* means June 30 and December 31 of each Plan Year.

*Fair Market Value* as it relates to a share of Common Stock as of any given date means the closing trading price on the New York Stock Exchange (or such successor reporting system as the Corporation may select) for a share of Common Stock on such date (as reported by *The Wall Street Journal*), or, if no Common Stock trades have been reported for that day, the average of such closing prices for the next preceding day and the next following day for which there were reported trades.

*ISP* means the Corporation's Incentive Savings Plan.

*Offering Date* means July 1 and January 1 of each Plan Year.

*Option Period* or *Period* means the period beginning on an Offering Date and ending on the next succeeding Exercise Date.

*Option Price* means the purchase price of a share of Common Stock hereunder as provided in Section 3.1.

*Participant* means any Employee who (i) is eligible to participate in the Plan under Section 2.1 hereof and (ii) elects to participate.

*Plan* means the Corporation's Employee Stock Purchase Plan, which is the Plan set forth in this document, as the same may be amended from time to time in accordance with the terms of Section 6.3.

*Plan Account* or *Account* means the account established and maintained under the Plan in the name of the Participant.

*Plan Committee* means a committee of officers of the Corporation and/or Designated Subsidiaries appointed by the Board of Directors or the Personnel and Compensation Committee of the Board, which committee of officers will administer the Plan as provided in Section 1.3.

*Plan Year* means the twelve (12) consecutive month period beginning on January 1 and ending on the following December 31.

*"Retire," "Retires," or "Retirement"* means termination of Participant's employment with the Corporation or a Designated Subsidiary at any time and for any reason (other than termination by reason of the Participant's death or by the Corporation or a Designated Subsidiary for cause and, if the Plan Committee so determines prior to such divestiture, other than by reason of termination in connection with a divestiture of assets or a divestiture of one or more subsidiaries of the Corporation) on or after the date on which Participant attains age fifty-five (55) and completes five (5) 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.

*RSP* means the PNC Global Investment Servicing Retirement Savings Plan.

*SISP* means the Corporation's Supplemental Incentive Savings Plan.

*Subsidiary* means any company in which the Corporation owns, directly or indirectly, shares possessing 50% or more of the total combined voting power of all classes of stock.

**1.3. Administration of Plan; Delegation.** Subject to oversight by the Board of Directors or the Board's Personnel and Compensation Committee, the Plan Committee will have the

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authority to administer the Plan and to make and adopt rules and regulations not inconsistent with the provisions of the Plan or the Code. The Plan Committee or the Plan Manager, if any, will adopt the form of all notices required hereunder. Its interpretations and decisions in respect to the Plan will, subject as aforesaid, be final and conclusive. The Plan Committee will have the authority to appoint an Employee as Plan Manager and to delegate to the Plan Manager such authority with respect to the administration of the Plan as the Plan Committee, in its sole discretion, deems advisable from time to time.

The Board or the Personnel and Compensation Committee of the Board may, in its sole discretion, delegate authority hereunder, including but not limited to delegating authority to amend, administer, interpret, construe or vary the Plan, to the extent permitted by applicable law or administrative or regulatory rule.

**1.4. Effective Date of Plan.** The effective date of the Plan is January 1, 2009.

**1.5. Extension or Termination of Plan.** The Plan will continue in effect through and including December 31, 2013, unless terminated prior thereto pursuant to Section 4.3 or by the Board of Directors or the Personnel and Compensation Committee of the Board, each of which will have the right to extend the term of or terminate the Plan at any time. Upon any such termination, the balance, if any, in each Participant's Account will be refunded to the Participant, or otherwise disposed of in accordance with policies and procedures prescribed by the Plan Committee in cases where such a refund may not be possible.

## ARTICLE II. PARTICIPATION

**2.1 Eligibility.** Effective beginning with the Option Period commencing on January 1, 2009, each full-time Employee or rehired Employee, including those serving on the Plan Committee or serving as Plan Manager, who on an Offering Date will have at least six (6) months of Continuous Service, and each part-time Employee (excluding peak-time employees who were not otherwise previously participating in the Plan or the Prior Plan as full or part-time employees) or rehired Employee who on an Offering Date will have at least twelve (12) months of Continuous Service, may become a Participant by filing a notice with Corporate Retirement Plans prior to such Offering Date. Participants who participated in the Prior Plan will continue to participate in this Plan pursuant to the same elections made under the Prior Plan until they make elections in accordance with Section 2.2 or otherwise withdraw or are terminated in accordance with Article V. No Employee may participate in the Plan if said Employee, immediately after an Offering Date, would be deemed for purposes of Section 423(b)(3) of the Code to possess 5% or more of the total combined voting power or value of all classes of stock of the Corporation or any Subsidiary.

**2.2 Payroll Deductions.** Payment for shares of Common Stock purchased hereunder will be made by authorized payroll deductions from each payment of Compensation in accordance with instructions received from a Participant. Said deductions will be expressed as a whole number percentage that is at least 1% but not more than 10%. A Participant may not increase or decrease the percentage deduction during an Option Period. However, a Participant may change the percentage deduction for any subsequent Option Period by filing notice thereof with Corporate Retirement Plans prior to the Offering Date on which such Option Period commences. During an Option Period, a Participant may discontinue payroll deductions but have the payroll deductions previously made during that Option Period remain in the Participant's Account to purchase Common Stock on the next Exercise Date, provided that he or she is an Employee as of that Exercise Date. Payroll deductions may be automatically suspended if, during a Plan Year, a Participant has reached any applicable limit imposed by law or has taken a hardship withdrawal from the ISP or RSP. For Participants that have been suspended due to reaching any applicable limits imposed by law, payroll deductions will recommence at the same percentage at the beginning of the next Plan Year if the Participant continues to be eligible to participate and has not elected to discontinue deductions. Participants suspended because of a hardship withdrawal are eligible to enroll for any subsequent offering period. Any

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amount remaining in the Participant's Account after the purchase of Common Stock will be carried over to the next Offering Period unless the Participant submits a request to discontinue payroll deductions to Corporate Retirement Plans. Any Participant who discontinues payroll deductions during an Option Period may again become a Participant for a subsequent Option Period by filing a notice in accordance with Section 2.1. Amounts deducted from a Participant's Compensation pursuant to Section 2.2 will be credited to the Participant's Account.

### ARTICLE III. PURCHASE OF SHARES

**3.1 Option Price.** Effective beginning with the Option Period commencing on January 1, 2009, the Option Price per share of the Common Stock sold to Participants under the Plan will be 95% of the Fair Market Value of such share on the Exercise Date of the Option Period; provided, however, in no event will the Option Price per share be less than the par value of the Common Stock.

**3.2 Purchase of Shares.** On each Exercise Date, the amount in a Participant's Account will be charged with the aggregate Option Price of the largest number of whole shares of Common Stock which can be purchased with said amount. Shares of Common Stock purchased by a Participant on any Exercise Date will be issued in the manner most recently elected by the Participant and on file with Corporate Retirement Plans.

**3.3 Limitations on Purchase.** No Participant's purchase of Common Stock under the Plan will exceed the limitations imposed by Section 423(b)(8) of the Code.

**3.4 Transferability of Rights.** Only Participants can exercise rights to purchase shares hereunder. Such rights are not transferable.

### ARTICLE IV. PROVISIONS RELATING TO COMMON STOCK

**4.1 Common Stock Reserved.** As of January 1, 2009, there will be 2,000,000 shares of Common Stock authorized and reserved for use in accordance with the Plan, subject to adjustment in accordance with Section 4.2, in addition to the shares previously authorized and issued under the Plan. The 2,000,000 shares of Common Stock authorized and reserved for issuance hereunder includes all of the shares authorized and reserved for issuance under the Prior Plan for Option Periods beginning prior to January 1, 2009 but that were not issued thereunder ("Unissued Shares"), plus additional shares, which, when added to the Unissued Shares, total 2,000,000 shares. The aggregate number of shares which may be purchased thereafter under the Plan will not exceed the number of shares reserved for the Plan.

**4.2 Adjustment for Changes in Common Stock.** Upon the occurrence of a corporate transaction or transactions (including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by the Corporation (each, a "Corporate Transaction")), the Plan Committee shall make those adjustments, if any, in (i) the number, class or kind of shares or other securities that may be reserved for purchase, or purchased, hereunder, and (ii) the Option Price that it deems appropriate in its discretion to reflect the Corporate Transaction(s) such that the rights of Participants are neither enlarged nor diminished as a result of such Corporate Transaction or Transactions. All determinations hereunder shall be made by the Plan Committee in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation the Participants. The Corporation shall determine the manner in which any fractional shares will be treated.

**4.3 Insufficient Shares.** If the aggregate funds available for the purchase of Common Stock on any Exercise Date would cause an issuance of shares in excess of the number provided for in Section 4.1, then (i) the Plan Committee will proportionately reduce the number of shares which

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would otherwise be purchased by each Participant in order to eliminate such excess and (ii) the Plan will automatically terminate immediately after such Exercise Date.

**4.4 Confirmation.** Each purchase of Common Stock hereunder will be confirmed in writing to the Participant. A record of purchases will be maintained by appropriate entries on the books of the Corporation.

**4.5 Rights as Shareholders.** The shares of Common Stock purchased by a Participant on an Exercise Date will, for all purposes, be deemed to have been issued and sold at the close of business on such Exercise Date. Prior to that time, none of the rights or privileges of a shareholder of the Corporation will exist with respect to such shares.

#### **ARTICLE V. TERMINATION OF PARTICIPATION**

**5.1 Voluntary Withdrawal.** A Participant may withdraw from the Plan at any time by filing notice of withdrawal prior to the close of business on an Exercise Date. Upon withdrawal, the entire amount, if any, in a Participant's Account will be refunded to him or to her without interest. Any Participant who withdraws from the Plan may again become a Participant in accordance with Section 2.1.

**5.2 Termination of Eligibility.** A Participant who Retires during an Option Period may elect to withdraw the entire cash balance, if any, in the Participant's Plan Account. If a Participant who Retires during an Option Period has not made a withdrawal election as provided for in the preceding sentence at least fifteen (15) days prior to the next succeeding Exercise Date, any cash balance remaining in the Participant's Plan Account will be applied toward the purchase of whole shares of Common Stock on the next succeeding Exercise Date and any cash balance remaining in the Participant's Plan Account after such purchase will be refunded to the Participant without interest.

If a Participant ceases to be eligible under Section 2.1 during an Option Period because of the Participant's death while employed by the Corporation or a Designated Subsidiary, the cash balance remaining in the Participant's Plan Account will be distributed without interest to the Participant's designated beneficiary or, in the absence of an effective beneficiary designation, to the Participant's personal representative or, if no personal representative has qualified, to the persons entitled thereto under the laws of descent and distribution. During the Participant's lifetime, a Participant may file a beneficiary designation with the Corporation in such manner and form as the Corporation may from time to time direct.

If a Participant ceases to be eligible under Section 2.1 during an Option Period because the Participant's employer, while remaining a Subsidiary, ceases to be a Designated Subsidiary, then any cash balance remaining in the Participant's Plan Account at the time such Subsidiary ceases to be a Designated Subsidiary will be applied toward the purchase of whole shares of Common Stock on the next succeeding Exercise Date (unless withdrawn pursuant to Section 5.1) and any cash balance remaining in the Participant's Plan Account after such purchase will be refunded without interest.

If a Participant ceases to be eligible under Section 2.1 during an Option Period because the Participant's employment with the Corporation or a Designated Subsidiary has ended for any other reason, the cash balance remaining in the Participant's Plan Account will be refunded or distributed without interest to the Participant.

Notwithstanding the above, in cases where a refund or distribution in accordance with the provisions of Section 5.2 may not be possible or practicable, the cash balance remaining in the Participant's Plan Account will be disposed of as determined by the Plan Committee.

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## ARTICLE VI. GENERAL PROVISIONS

**6.1 Notices.** Any notice, which a Participant files pursuant to the Plan, shall be made as prescribed by the Plan Committee or the Plan Manager, if any, and will be effective only when such notices are received by Corporate Retirement Plans.

**6.2 Condition of Employment.** Neither the creation of the Plan nor participation therein will be deemed to create any right of continued employment or in any way affect the right of the Corporation or a Designated Subsidiary to terminate an Employee's employment.

**6.3 Amendment of the Plan.** The Board of Directors or the Board's Personnel and Compensation Committee may at any time, or from time to time, amend the Plan in any respect, except that, without approval of the shareholders, no amendment may increase the aggregate number of shares reserved under the Plan other than as provided in Section 4.2, materially increase the benefits accruing to Participants, or materially modify the requirements as to eligibility for participation in the Plan. Any amendment of the Plan must be made in accordance with applicable provisions of the Code and/or any regulations issued thereunder, with any other applicable law or regulations, and with any applicable requirements of the principal exchange upon which the Common Stock is listed.

**6.4 Application of Funds.** All funds received by the Corporation by reason of purchases of Common Stock hereunder may be used for any corporate purpose.

**6.5 Legal Restrictions.** The Corporation will not be obligated to sell shares of Common Stock hereunder if counsel to the Corporation determines that such sale would violate any applicable law or regulation.

**6.6 Gender.** Whenever used herein, use of any gender will be applicable to both genders.

**6.7 Governing Law.** The Plan and all rights and obligations thereunder will be constructed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws provisions, and any applicable provisions of the Code and the related regulations.