

SECURITIES AND EXCHANGE COMMISSION  
 WASHINGTON, D.C. 20549

FORM S-3  
 REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

PNC BANK CORP. PNC FUNDING CORP  
 (Exact name of registrants as specified in their charters)

<TABLE>	
<S>	<C>
PENNSYLVANIA	PENNSYLVANIA
(State or other jurisdiction of incorporation or organization)	(State or other jurisdiction of incorporation or organization)
25-1435979	25-1234372
(I.R.S. Employer Identification No.)	(I.R.S. Employer Identification No.)
249 FIFTH AVENUE	1600 MARKET STREET
PITTSBURGH, PENNSYLVANIA 15222	PHILADELPHIA, PENNSYLVANIA 19101
(412) 762-1553	(215) 585-5000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)	(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

</TABLE>

ROBERT L. HAUNSCHILD  
 SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER  
 PNC BANK CORP.  
 249 FIFTH AVENUE  
 PITTSBURGH, PA 15222  
 (412) 762-5770

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:  
 STEVEN KAPLAN, ESQ.  
 ARNOLD & PORTER  
 555 TWELFTH STREET, N.W.  
 WASHINGTON, D.C. 20004  
 (202) 942-5998

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement, as the Registrants may determine.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. [ ]

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than Securities offered only in connection with dividend or interest reinvestment plans, check the following box. [X]

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [X]

CALCULATION OF REGISTRATION FEE

<TABLE>  
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TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM AGGREGATE PRICE PER UNIT(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)
<S>	<C>	<C>	<C>
Debt Securities -- to be issued by PNC Funding			

Corp			
Common Stock -- to be issued by PNC Bank Corp. (2)	\$1,500,000,000 (3)	100%	\$1,500,000,000
Preferred Stock -- to be issued by PNC Bank Corp.			
Guarantees -- constituting guarantees of the Debt Securities by PNC Bank Corp.	\$1,500,000,000 (3)	(4)	(4)
Depository Shares -- to be issued by PNC Bank Corp.	(5)	(4)	(4)
Common Stock -- to be issued by PNC Bank Corp.	(6)	(4)	(4)

<CAPTION>

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT OF REGISTRATION FEE
Debt Securities -- to be issued by PNC Funding Corp	<C>
Common Stock -- to be issued by PNC Bank Corp. (2)	\$417,000
Preferred Stock -- to be issued by PNC Bank Corp.	
Guarantees -- constituting guarantees of the Debt Securities by PNC Bank Corp.	None
Depository Shares -- to be issued by PNC Bank Corp.	None
Common Stock -- to be issued by PNC Bank Corp.	None

</TABLE>

- (1) This amount is estimated solely for the purpose of calculating the registration fee. The proposed maximum offering price per unit will be determined from time to time in connection with the issuance of securities registered hereunder.
- (2) The aggregate amount of common stock registered hereunder will be limited to that which is permissible under Rule 415(a) (4) under the Securities Act of 1933.
- (3) There is being registered hereunder such debt securities and such number of shares of common stock and preferred stock as will result in aggregate proceeds of \$1,500,000,000; or, if any debt securities are issued at an original issue discount, such greater amount as shall result in net proceeds of \$1,500,000,000 to PNC Funding Corp.
- (4) No separate consideration will be received.
- (5) There are being registered hereunder such indeterminate number of depository shares to be evidenced by depository receipts issued pursuant to a deposit agreement. In the event that the Registrant elects to offer to the public fractional interests of the preferred stock registered hereunder, depository receipts will be distributed to those persons purchasing such fractional interests and the underlying preferred stock will be issued to the depository under the deposit agreement.
- (6) There are also being registered hereunder shares of common stock, the number of which has not been determined, issuable upon conversion of the preferred stock registered hereunder, to the extent any of such preferred stock is by its terms convertible into common stock.

THE REGISTRANTS HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANTS SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT SELL THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IT IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

PROSPECTUS

\$1,500,000,000

PNC BANK CORP.  
COMMON STOCK, PREFERRED STOCK, GUARANTEES AND DEPOSITARY SHARES

PNC FUNDING CORP  
DEBT SECURITIES

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We may offer, in one or more offerings, debt securities, common stock, preferred stock, guarantees and depositary shares having an aggregate initial public offering price of up to \$1,500,000,000. We may also issue common stock upon the conversion, exchange or exercise of any of the securities listed above. When we decide to sell a particular series of securities, we will prepare a prospectus supplement describing those securities and our plan of distribution. You should read this prospectus and any applicable prospectus supplement carefully before you invest.

The common stock of PNC Bank Corp. is listed on the New York Stock Exchange under the symbol "PNC".

These securities are not savings or deposit accounts or other obligations of any bank, and they are not insured by the Federal Deposit Insurance Corporation or any other insurer or governmental agency.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined whether this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is \_\_\_\_\_, 1999.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission using a "shelf" registration process. Under this shelf process, we may from time to time sell any combination of the securities described in this prospectus in one or more offerings up to a total

dollar amount of \$1,500,000,000. We may sell these securities either separately or in units. We also may issue common stock upon the conversion, exchange or exercise of any of the securities described in this prospectus.

This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. The prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement together with the additional information described below under the heading "Where You Can Find More Information."

The registration statement that contains this prospectus, including the exhibits to the registration statement and the information incorporated by reference, contains additional information about the securities offered under this prospectus. That registration statement can be read at the Securities and Exchange Commission, or SEC, web site or at the SEC offices mentioned below under the heading "Where You Can Find More Information."

You should rely only on the information provided in this prospectus and in any prospectus supplement, including the information incorporated by reference. We have not authorized anyone to provide you with different information. You should not assume that the information in this prospectus, or any supplement to this prospectus, is accurate at any date other than the date indicated on the cover page of these documents.

#### WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement under the Securities Act of 1933, as amended, that registers the distribution of the securities offered under this prospectus. The registration statement, including the attached exhibits and schedules and the information incorporated by reference, contains additional relevant information about us and the securities. For example, the indenture relating to our debt securities is attached to the registration statement as an exhibit. The rules and regulations of the SEC allow us to omit from this prospectus certain information included in the registration statement.

In addition, we file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy this information and the registration statement at the following locations of the SEC:

- Public Reference Room, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20459;
- Chicago Regional Office, Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661; and
- New York Regional Office, Seven World Trade Center, 13th Floor, New York, New York 10048.

You may also obtain copies of this information by mail from the Public Reference Section of the SEC, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20459, at prescribed rates. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330.

In addition, the SEC maintains an Internet World Wide Web site that contains reports, proxy statements and other information about issuers of securities, like us, who file such material electronically with the SEC. The address of that web site is <http://www.sec.gov>. You also can inspect such reports, proxy statements and other information about us at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005. Our common stock and certain series of our preferred stock are listed on the New York Stock Exchange.

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#### INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

This prospectus incorporates by reference the documents listed below that we previously have filed with the SEC. These documents contain important information about us.

- PNC Bank Corp.'s Annual Report on Form 10-K for the year ended December 31, 1998, as amended by Form 10-K/A (Amendment No. 1) filed on June 29, 1999;
- PNC Bank Corp.'s Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 1999 and June 30, 1999;
- PNC Bank Corp.'s Current Reports on Form 8-K that were filed on January 5, 1999, January 19, 1999, February 19, 1999, April 2, 1999, April 28, 1999, July 21, 1999, July 26, 1999 and September 2, 1999; and

- The description of PNC Bank Corp.'s common stock and certain series of preferred stock contained in the Form 8-A that was filed on September 24, 1987.

We "incorporate by reference" any additional documents that we may file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, between the date of this prospectus and the termination of the offering of the securities. This means that we can disclose important information to you by referring to those documents. These documents may include periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as well as Proxy Statements. Any documents that we subsequently file with the SEC will automatically update and replace the information previously filed with the SEC. Thus, for example, in the case of a conflict or inconsistency between information set forth in this prospectus and information incorporated by reference into this prospectus, you should rely on the information contained in the document that was filed later.

You can obtain a copy of any or all of the documents incorporated by reference in this prospectus (other than an exhibit to a documents unless that exhibit is specifically incorporated by reference into that document) from the SEC on its web site at <http://www.sec.gov>. You also can obtain these documents from us without charge by visiting our web site at <http://www.pncbank.com> or by requesting them in writing, by email or by telephone at the following address:

Lynn F. Evans  
Financial Reporting  
PNC Bank Corp.  
One PNC Plaza  
249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222-2707  
(412) 762-1553  
[financial.reporting@pncbank.com](mailto:financial.reporting@pncbank.com)

PNC BANK CORP.

In this prospectus, we use "PNC" to refer to PNC Bank Corp. specifically or, if the context requires, to PNC Bank Corp. together with its subsidiaries; "PNC Funding" to refer to PNC Funding Corp specifically; and "we" or "us" to refer collectively to PNC and PNC Funding.

PNC is a bank holding company organized under Pennsylvania law. PNC was incorporated in 1983 with the consolidation of Pittsburgh National Corporation and Provident National Corporation. Since 1983, PNC has diversified its geographic presence and product capabilities through strategic bank and nonbank acquisitions and the formation of various nonbanking subsidiaries.

PNC is one of the largest diversified financial services companies in the United States and operates seven major businesses engaged in retail banking, asset management and wholesale banking activities:

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PNC Regional Bank, PNC Advisors, BlackRock, PFPC Worldwide, PNC Institutional Bank, PNC Secured Finance and PNC Mortgage.

PNC tailors its financial products and services to specific customer segments and offers them both nationally and in its primary geographic markets in Pennsylvania, New Jersey, Delaware, Ohio, and Kentucky. At June 30, 1999, PNC had consolidated assets, deposits, and shareholders' equity of \$75.6 billion, \$47.7 billion, and \$5.8 billion, respectively.

PNC's corporate structure currently consists of four subsidiary banking and savings institutions and over 100 active nonbank subsidiaries. PNC Bank, National Association, headquartered in Pittsburgh, Pennsylvania ("PNC Bank"), is our principal bank subsidiary. At June 30, 1999, PNC Bank had total consolidated assets of \$69.0 billion, representing approximately 91% of our consolidated assets.

PNC's principal executive offices are located at:

One PNC Plaza  
249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222-2702  
(412) 762-1553

PNC FUNDING CORP

PNC Funding is a wholly owned indirect subsidiary of PNC. PNC Funding was incorporated under Pennsylvania law in 1972 and is engaged in financing the activities of PNC and its subsidiaries through the issuance of commercial paper and other debt guaranteed by PNC.

PNC Funding's principal executive offices are located at:

1600 Market Street

USE OF PROCEEDS

Unless otherwise provided in the applicable prospectus supplement, we will apply the net proceeds from the sale of the securities for general corporate purposes, including:

- advances to PNC (in the case of PNC Funding) and subsidiaries of PNC (including its bank subsidiaries),
- financing of possible future acquisitions,
- repayment of outstanding indebtedness, and
- repurchases of issued and outstanding shares of common stock under authorized programs of PNC.

The amount and timing of advances will depend on future growth and financing requirements of PNC and its subsidiaries. Pending ultimate application, the net proceeds may be used to make short-term investments or reduce borrowed funds. In view of anticipated funding requirements, we may from time to time engage in additional financings of a character and in amounts to be determined.

CONSOLIDATED RATIO OF EARNINGS TO FIXED CHARGES

The following unaudited table presents our consolidated ratio of earnings to fixed charges. The consolidated ratio of earnings to fixed charges was computed by dividing income before income taxes and cumulative effect of changes in accounting principles and fixed charges by fixed charges. Fixed charges represent all interest expense (ratios are presented both excluding and including interest on deposits), the

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portion of net rental expense that is deemed to be equivalent to interest on debt, borrowed funds discount amortization expense and distributions on trust preferred capital securities. Interest expense (other than on deposits) includes interest on bank notes and senior debt, federal funds purchased, repurchase agreements, other borrowed funds and subordinated debt. Because PNC Funding is a provider of funds to PNC and its subsidiaries, fixed charges ratios are presented on a consolidated basis.

<TABLE>  
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	SIX MONTHS ENDED JUNE 30, 1999	YEAR ENDED DECEMBER 31,				
		1998	1997	1996	1995	1994
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Excluding interest on deposits.....	2.61x	2.25x	2.38x	2.39x	1.42x	2.10x
Including interest on deposits.....	1.75	1.60	1.62	1.60	1.21	1.53

</TABLE>

CONSOLIDATED RATIO OF EARNINGS TO COMBINED FIXED CHARGES  
AND PREFERRED STOCK DIVIDENDS

The following unaudited table presents our consolidated ratio of earnings to combined fixed charges and preferred stock dividends. The consolidated ratio of earnings to combined fixed charges and preferred stock dividends was computed by dividing income before income taxes, cumulative effect of changes in accounting principles and fixed charges by fixed charges and preferred stock dividends. Fixed charges represent all interest expense (ratios are presented both excluding and including interest on deposits), the portion of net rental expense that is deemed to be equivalent to interest on debt, borrowed funds discount amortization expense and distributions on trust preferred capital securities. Interest expense (other than on deposits) includes interest on bank notes and senior debt, federal funds purchased, repurchase agreements, other borrowed funds and subordinated debt.

<TABLE>  
<CAPTION>

	SIX MONTHS ENDED JUNE 30, 1999	YEAR ENDED DECEMBER 31,				
		1998	1997	1996	1995	1994
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Excluding interest on deposits.....	2.57x	2.23x	2.35x	2.38x	1.42x	2.09x
Including interest on deposits.....	1.74	1.60	1.61	1.60	1.21	1.53

</TABLE>

DESCRIPTION OF DEBT SECURITIES AND GUARANTEES

This section describes the general terms and provisions of the debt securities that PNC Funding may offer, and the guarantees of such debt securities by PNC. The debt securities may be either senior debt securities or subordinated debt securities. The prospectus supplement will describe the specific terms of the debt securities and guarantees offered through that prospectus supplement and any general terms outlined in this section that will not apply to those debt securities and guarantees.

The debt securities will be issued under an indenture, dated as of December 1, 1991, as amended by a supplemental indenture dated as of February 15, 1993 (as amended, the "indenture"), a copy of which has been filed with the SEC. The Chase Manhattan Bank, formerly known as Chemical Bank and as successor by merger to Manufacturers Hanover Trust Company, is the trustee under the indenture, unless a different trustee for a series of debt securities is named in the prospectus supplement. For each series of debt securities, a supplemental indenture may be entered into among PNC Funding, PNC and The Chase Manhattan Bank or such other trustee as may be named in the prospectus supplement relating to that series of debt securities.

We have summarized the material terms and provisions of the indenture in this section. We encourage you to read the indenture for additional information before you buy any debt securities. The summary that follows includes references to section numbers of the indenture so that you can more easily locate these provisions.

#### DEBT SECURITIES IN GENERAL

The debt securities will be unsecured obligations of PNC Funding.

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The indenture does not limit the amount of debt securities that we may issue from time to time in one or more series.

We will specify in the prospectus supplement relating to a particular series of debt securities being offered the terms relating to the offering. The terms may include:

- the title and type of the debt securities;
- the aggregate principal amount of the debt securities;
- the purchase price of the debt securities;
- the date or dates on which debt securities may be issued;
- the date or dates on which the principal of and premium on the debt securities will be payable;
- if the debt securities will be interest bearing:
  - the interest rate on the debt securities or the method by which the interest rate may be determined;
  - the date from which interest will accrue;
  - the record and interest payment dates for the debt securities;
  - the first interest payment date; and
  - any circumstances under which we may defer interest payments;
- the place or places where the principal of, and premium and interest on, the debt securities will be payable;
- any optional redemption provisions that would permit us or the holders of debt securities to elect redemption of the debt securities before their final maturity;
- any sinking fund provisions that would obligate us to redeem the debt securities before their final maturity;
- the portion of the principal amount of the debt securities that will be payable upon an acceleration of the maturity of the debt securities;
- whether payment of the principal of, premium, and interest on, the debt securities will be with or without deduction for taxes, assessments or governmental charges, and with or without reimbursement of taxes, assessments or governmental charges paid by holders;
- any events of default which will apply to the debt securities that differ from those contained in the indenture;
- whether the debt securities will be issued in registered form or in

bearer form, or in both registered form and bearer form;

- the currency or currencies in which the debt securities will be denominated, payable, redeemable or repurchaseable;
- whether the debt securities of such series will be issued as a global security and, if so, the identity of the depository for such series;
- any trustees, paying agents, transfer agents or registrars for the debt securities;
- any special federal income tax considerations applicable to the debt securities; and
- any other terms of such debt securities.

We intend for any subordinated debt securities offered to be included as regulatory capital under Federal Reserve Board interpretations. As a result, these debt securities will contain subordination and

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acceleration provisions different from, and covenants more limited than in, certain prior issuances of PNC Funding's subordinated debt securities.

If any of the debt securities are sold for, or if the principal of or any interest on any series of debt securities is payable in, foreign currencies or foreign currency units, the relevant restrictions, elections, tax consequences, specific terms and other information will be set forth in the applicable prospectus supplement.

Although the indenture provides that we may issue debt securities in registered form, with or without coupons, or in bearer form, each series of debt securities will be issued in fully registered form unless the prospectus supplement provides otherwise. Debt securities that are not registered as to interest will have coupons attached, unless issued as original issue discount securities.

The principal of, and premium and interest on, fully registered securities will be payable at the place of payment designated for such securities and stated in the prospectus supplement. PNC Funding also has the right to make interest payments by check mailed to the holder at its registered address. The principal of, and premium, if any, and interest on any debt securities in other forms will be payable in the manner and at the place or places as may be designated by PNC Funding and specified in the applicable prospectus supplement. (Sections 3.01 and 5.01)

You may exchange or transfer the debt securities at the corporate trust office of the trustee for the applicable series of debt securities or at any other office or agency maintained by us for those purposes. You may transfer bearer debt securities by delivery. We will not require payment of a service charge for any transfer or exchange of the debt securities, but PNC Funding may require payment of a sum sufficient to cover any applicable tax or other governmental charge. (Section 3.05).

Unless the prospectus supplement provides otherwise, each series of the debt securities will be issued only in denominations of \$1,000 or any integral multiple thereof and payable in dollars. (Section 3.02). Under the indenture, however, debt securities may be issued in any denomination and payable in a foreign currency or currency unit. (Section 3.01).

We may issue debt securities with "original issue discount." Original issue discount debt securities bear no interest or bear interest at below-market rates and will be sold below their stated principal amount. The prospectus supplement will describe any special federal income tax consequences and other special considerations applicable to any securities issued with original issue discount.

#### SENIOR DEBT SECURITIES

The senior debt securities will rank equally with all senior indebtedness of PNC Funding. At August 31, 1999, the outstanding senior indebtedness of PNC Funding was approximately \$918.5 million.

"Senior indebtedness of PNC Funding" means the principal of, and premium and interest on, (i) all "indebtedness for money borrowed" of PNC Funding whether outstanding on the date of execution of the indenture or thereafter created, assumed or incurred, and (ii) any deferrals, renewals or extensions of any such indebtedness. The following indebtedness of PNC Funding, however, is not considered to be senior indebtedness of PNC Funding:

- 9 7/8% Subordinated Notes Due 2001,
- 6 7/8% Subordinated Notes Due 2003,
- 6 1/8% Subordinated Notes Due 2003,



- 7 3/4% Subordinated Notes Due 2004,
- 6 7/8% Subordinated Notes Due 2007,
- 6 1/2% Subordinated Notes Due 2008, and
- 6 1/8% Subordinated Notes Due 2009.

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The term "indebtedness for money borrowed" means:

- any obligation of, or any obligation guaranteed by, PNC Funding for the repayment of money borrowed, whether or not evidenced by bonds, debentures, notes or other written instruments,
- any capitalized lease obligation, and
- any deferred obligation for payment of the purchase price of any property or assets. (Section 1.01).

Senior indebtedness of PNC Funding includes any borrowings under the \$500 million credit facility under an Amended and Restated Credit Agreement dated as of March 18, 1996, as amended, (the "\$500 Million Credit Facility"), and outstanding commercial paper issued by PNC Funding. No amounts are currently outstanding under the \$500 Million Credit Facility. There is no limitation on the issuance of additional senior indebtedness of PNC Funding.

#### SUBORDINATED DEBT SECURITIES

The subordinated debt securities will be subordinated in right of payment to all senior indebtedness of PNC Funding. (Section 12.01). In certain events of insolvency of PNC Funding, the subordinated debt securities will also be effectively subordinated in right of payment to all "other company obligations" and will be subject to an obligation of PNC Funding to pay any "excess proceeds" (as defined in the indenture) to creditors in respect of any unpaid other company obligations. (Section 12.13).

"Other company obligations" means obligations of PNC Funding associated with derivative products such as interest rate and currency exchange contracts, foreign exchange contracts, commodity contracts, or any similar arrangements, unless the instrument by which PNC Funding incurred, assumed or guaranteed the obligation expressly provides that it is subordinate or junior in right of payment to any other indebtedness or obligations of PNC Funding. (Section 1.01). At August 31, 1999, there were no other company obligations of PNC Funding.

Upon the liquidation, dissolution, winding up, or reorganization of PNC Funding, PNC Funding must pay to the holders of all senior indebtedness of PNC Funding the full amounts of principal of, and premium and interest on, that senior indebtedness before any payment is made on the subordinated debt securities. If, after PNC Funding has made those payments on the senior indebtedness

- (i) there are amounts available for payment on the subordinated debt securities (as defined in the indenture, "excess proceeds"), and (ii) at such time, any creditors in respect of "other company obligations" have not received their full payments, then
- PNC Funding shall first use such excess proceeds to pay in full all such other company obligations before PNC Funding makes any payment in respect of the subordinated debt securities. (Section 12.02).

In addition, PNC Funding may not make any payment on the subordinated debt securities in the event

- PNC Funding has failed to make full payment of the principal of, or premium, if any, or interest on any senior indebtedness of PNC Funding; or
- any event of default with respect to any senior indebtedness of PNC Funding has occurred and is continuing, or would occur as a result of such payment on the subordinated debt securities.

Because of the subordination provisions and the obligation to pay excess proceeds, in the event of insolvency, holders of the subordinated debt securities may recover less, ratably, than holders of senior indebtedness of PNC Funding and other company obligations, and holders of existing company subordinated indebtedness and other creditors of PNC Funding. (Sections 12.01, 12.02, 12.03, and 12.13).

PNC Funding's obligations under the subordinated debt securities will rank equally in right of payment with each other and with the "existing company subordinated indebtedness" (as defined in the

indenture), subject to the obligations of the holders of subordinated debt securities to pay over any excess proceeds to creditors in respect of other company obligations as provided in the indenture. (Section 12.13).

As defined in the indenture, the existing company subordinated indebtedness currently consists of PNC Funding's 9 7/8% Subordinated Notes Due 2001. (Section 1.01). At August 31, 1999, the outstanding existing company subordinated indebtedness of PNC Funding was approximately \$100 million.

#### GUARANTEES IN GENERAL

PNC will unconditionally guarantee the due and punctual payment of the principal of, premium, if any, and interest on the debt securities when and as the same shall become due and payable, whether at maturity, upon redemption or otherwise. (Section 3.12).

PNC is a holding company that conducts substantially all its operations through subsidiaries. As a result, claims of the holders of the guarantees will generally have a junior position to claims of creditors of PNC's subsidiaries (including in the case of any bank subsidiary, its depositors), except to the extent that PNC may itself be a creditor with recognized claims against the subsidiary. In addition, there are certain regulatory and other limitations on the payment of dividends and on loans and other transfers of funds to PNC by its bank subsidiaries.

#### GUARANTEES OF SENIOR DEBT SECURITIES

The guarantees of senior debt securities will rank equally with all senior indebtedness of PNC (defined in the indenture as "senior guarantor indebtedness"). At August 31, 1999, the outstanding senior indebtedness of PNC was approximately \$1,218.5 million, which is inclusive of the guarantee of senior indebtedness of PNC Funding.

"Senior indebtedness of PNC" means the principal of, and premium, if any, and interest on, (i) all "indebtedness for money borrowed" of PNC, whether outstanding on the date of execution of the indenture or thereafter created, assumed or incurred, and (ii) any deferrals, renewals or extensions of any such indebtedness of PNC. (Section 1.01). However, the following indebtedness of PNC is not considered to be senior indebtedness of PNC:

- PNC's 8 1/4% Convertible Subordinated Debentures Due 2008, and
- PNC's guarantee of the following indebtedness of PNC Funding:
  - 9 7/8% Subordinated Notes Due 2001,
  - 6 7/8% Subordinated Notes Due 2003,
  - 6 1/8% Subordinated Notes Due 2003,
  - 7 3/4%, Subordinated Notes Due 2004,
  - 6 7/8% Subordinated Notes Due 2007,
  - 6 1/2% Subordinated Notes Due 2008, and
  - 6 1/8% Subordinated Notes Due 2009.

The term "indebtedness for money borrowed" means

- any obligation of, or any obligation guaranteed by, PNC for the repayment of money borrowed, whether or not evidenced by bonds, debentures, notes or other written instruments,
- any capitalized lease obligation, and
- any deferred obligation for payment of the purchase price of any property or assets.

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"Senior indebtedness of PNC" includes PNC's guarantee of the following senior notes of PNC Funding:

- 5.43% Senior Notes Due 2000,
- 6.95% Notes Due 2002, and
- 7.00% Notes Due 2004

and the following joint and several obligations of PNC and PNC Bancorp, Inc. assumed in connection with the merger of Midlantic Corporation with PNC Bancorp, Inc. on December 31, 1995:

- 9.25% Senior Notes Due 1999,
- 9.875% Subordinated Capital Notes Due 1999, and
- 9.20% Subordinated Capital Notes Due 2001.

"Senior indebtedness of PNC" also includes PNC's guarantee of any borrowings under the \$500 Million Credit Facility and of any outstanding commercial paper issued by PNC Funding. There is no limitation under the indenture on the issuance of additional senior indebtedness of PNC.

#### GUARANTEES OF SUBORDINATED DEBT SECURITIES

The guarantees of the subordinated debt securities ("subordinated guarantees") will be subordinated in right of payment to all senior indebtedness of PNC. (Section 12.04). In certain events of insolvency of PNC, the subordinated guarantees will also be effectively subordinated in right of payment to all "other guarantor obligations" (as defined in the indenture). (Section 12.05). "Other guarantor obligations" means obligations of PNC associated with derivative products such as interest rate and currency exchange contracts, foreign exchange contracts, commodity contracts or any similar arrangements, unless the instrument by which PNC incurred, assumed or guaranteed the obligation expressly provides that it is subordinate or junior in right of payment to any other indebtedness or obligations of PNC. (Section 1.01) At August 31, 1999, there were no other guarantor obligations of PNC.

Upon the liquidation, dissolution, winding up, or reorganization of PNC, PNC must pay to the holders of all senior indebtedness of PNC the full amounts of principal of, and premium and interest on, that senior indebtedness before any payment is made on the subordinated debt securities. If, after PNC has made those payments on the senior indebtedness

- (i) there are amounts available for payment on the subordinated debt securities (as defined in the indenture, "excess proceeds"), and (ii) at such time, any creditors in respect of "other company obligations" have not received their full payments, then
- PNC shall first use such excess proceeds to pay in full all such other company obligations before PNC makes any payment in respect of the subordinated debt securities. (Section 12.02).

In addition, PNC may not make any payment on the subordinated debt securities in the event

- PNC has failed to make full payment of the principal of, or premium, if any, or interest on any senior indebtedness of PNC; or
- any event of default with respect to any senior indebtedness of PNC has occurred and is continuing, or would occur as a result of such payment on the subordinated debt securities.

Because of the subordination provisions and the obligation to pay excess proceeds, in the event of insolvency, holders of subordinated guarantees of PNC may recover less, ratably, than holders of senior indebtedness of PNC and other guarantor obligations, and existing guarantor subordinated indebtedness (as defined in the indenture) and other creditors of PNC. (Section 3.12, 12.04, 12.05, 12.06 and 12.14)

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As defined in the indenture, the "existing guarantor subordinated indebtedness" currently consists of:

- PNC's guarantee of PNC Funding's 9 7/8% Subordinated Notes Due 2001, and
- PNC's 8 1/4% Convertible Subordinated Debentures Due 2008.

At August 31, 1999, \$100 million and \$298,000, respectively, in principal amounts of such subordinated notes and debentures were outstanding.

As provided in the indenture, in the event of insolvency of PNC, the holders of the subordinated guarantees are subject to an obligation to pay any excess proceeds to creditors in respect of any unpaid other guarantor obligations (as defined in the indenture).

The subordinated guarantees will also rank equally in right of payment with PNC's guarantee of the following subordinated notes of PNC Funding:

- 6 7/8% Subordinated Notes Due 2003,
- 6 1/8% Subordinated Notes Due 2003,
- 7 3/4% Subordinated Notes Due 2004,

- 6 7/8% Subordinated Notes Due 2007,
- 6 1/2% Subordinated Notes Due 2008, and
- 6 1/8% Subordinated Notes Due 2009.

As with holders of the subordinated guarantees, the holders of such guarantees of the subordinated notes of PNC Funding are subject to an obligation to pay any excess proceeds to creditors in respect of any unpaid other guarantor obligations. Therefore, in the event of insolvency of PNC, holders of the subordinated guarantees will recover the same, ratably, as holders of PNC's guarantees of such subordinated notes of PNC Funding.

#### EFFECT OF SUBORDINATION PROVISIONS

By reason of the subordination provisions described above and as described more fully in the applicable prospectus supplement, in the event of insolvency of PNC Funding, holders of subordinated notes may recover less, ratably, than holders of senior indebtedness of PNC Funding and "other company obligations." Holders of subordinated notes may also recover less, ratably, than holders of "existing company subordinated indebtedness" and other creditors of PNC Funding. Similarly, holders of subordinated guarantees may recover less, ratably, than holders of senior indebtedness of PNC and "other guarantor obligations," and may also recover less, ratably, than holders of "existing guarantor subordinated indebtedness" and other creditors of PNC.

#### CERTAIN COVENANTS

The indenture contains certain covenants that impose various restrictions on us and, as a result, afford the holders of debt securities certain protections. Although statements have been included in this prospectus as to the general purpose and effect of the covenants, investors must review the full text of the covenants to be able to evaluate meaningfully the covenants.

##### Restriction on Sale or Issuance of Voting Stock of a Principal Subsidiary Bank

The covenant described below is designed to ensure that, for so long as any senior debt securities are issued and outstanding, PNC will continue directly or indirectly to own and thus serve as the holding

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company for its "principal subsidiary banks." When we use the term "principal subsidiary banks," we mean each of:

- PNC Bank,
- any other subsidiary bank the consolidated assets of which constitute 20% or more of the consolidated assets of PNC and its subsidiaries,
- any other subsidiary bank designated as a principal subsidiary bank by the board of directors of PNC, or
- any subsidiary that owns any voting shares or certain rights to acquire voting shares of any principal subsidiary bank, and their respective successors, provided any such successor is a subsidiary bank or a subsidiary, as appropriate.

As of the date hereof, our only principal subsidiary bank is PNC Bank.

The indenture prohibits PNC, unless debtholder consent is obtained from the holders of senior debt securities, from:

- selling or otherwise disposing of, and permitting a principal subsidiary bank to issue, voting shares or certain rights to acquire voting shares of a principal subsidiary bank,
- permitting the merger or consolidation of a principal subsidiary bank with or into any other corporation, or
- permitting the sale or other disposition of all or substantially all the assets of any principal subsidiary bank, if after giving effect to any one of such transactions and the issuance of the maximum number of voting shares issuable upon the exercise of all such rights to acquire voting shares of a principal subsidiary bank, PNC would own directly or indirectly less than 80% of the voting shares of such principal subsidiary bank. This restriction does not apply to:
  - transactions required by any law, or any regulation or order of any governmental authority;
  - transactions required as a condition imposed by any governmental authority to the acquisition by PNC, directly or indirectly, or any other corporation or entity if thereafter,

- PNC would own at least 80% of the voting shares of the other corporation or entity,
- the consolidated banking assets of PNC would be at least equal to those prior thereto, and
- the board of directors of PNC shall have designated the other corporation or entity a principal subsidiary bank;
- transactions that do not reduce the percentage of voting shares of such principal subsidiary bank owned directly or indirectly by PNC; and
- transactions where the proceeds are invested within 180 days after such transaction in any one or more subsidiary banks.

The indenture, however, does permit the following:

- the merger of a principal subsidiary bank with and into a principal subsidiary bank or PNC,
- the consolidation of principal subsidiary banks into a principal subsidiary bank or PNC, or
- the sale or other disposition of all or substantially all of the assets of any principal subsidiary bank to another principal subsidiary bank or PNC,

if, in any such case in which the surviving, resulting or acquiring entity is not PNC, PNC would own, directly or indirectly, at least 80% of the voting shares of the principal subsidiary bank surviving such merger, resulting from such consolidation or acquiring such assets. (Section 5.06).

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#### Ownership of PNC Funding

The indenture contains a covenant that, so long as any of the debt securities are outstanding, PNC will continue to own, directly or indirectly, all of the outstanding voting shares of PNC Funding. (Section 5.07).

#### Restriction on Liens

The purpose of the restriction on liens covenant is to preserve PNC's direct or indirect interest in voting shares of principal subsidiary banks free of security interests of other creditors. The covenant permits certain specified liens and liens where the senior debt securities are equally secured. The indenture prohibits PNC and its subsidiaries from creating or permitting any liens (other than certain tax and judgment liens) upon voting shares of any principal subsidiary bank to secure indebtedness for borrowed money unless the senior debt securities are equally and ratably secured. Notwithstanding this prohibition, PNC may create or permit the following:

- purchase money liens and liens on voting shares of any principal subsidiary bank existing at the time such voting shares are acquired or created within 120 days thereafter;
- the acquisition of any voting shares of any principal subsidiary bank subject to liens at the time of acquisition or the assumption of obligations secured by a lien on such voting shares;
- under certain circumstances, renewals, extensions or refunding of the liens described in the two preceding bullets; and
- liens to secure loans or other extensions of credit under Section 23A of the Federal Reserve Act or any successor or similar federal law or regulation. (Section 5.08).

#### Consolidation or Merger

The covenant described below protects the holders of debt securities upon certain transactions involving PNC Funding or PNC by requiring any successor to PNC Funding or PNC to assume the predecessor's obligations under the indenture. In addition, the covenant prohibits transactions that would result in an event of default, a default or an event which could become an event of default or default under the indenture. PNC Funding or PNC may consolidate with, merge into, or transfer substantially all of its properties to, any other corporation organized under the laws of any domestic jurisdiction, if:

- the successor corporation assumes all obligations of PNC Funding or PNC, as the case may be, under the debt securities and the guarantees and under the indenture;
- immediately after the transaction, no event of default or default, and no event which, after notice or lapse of time, would become an event

of default or default, exists; and

- certain other conditions are met. (Sections 10.01 and 10.03).

The indenture does not limit our ability to enter into a highly leveraged transaction or provide you with any special protection in the event of such a transaction.

#### MODIFICATION AND WAIVER

We and the trustee may modify the indenture with the consent of the holders of the majority in aggregate principal amount of outstanding debt securities of each series affected thereby. However, the following modifications and amendments will not be effective against any holder without its consent:

- change the stated maturity of any payment of principal or interest;
- reduce the principal amount of, or the premium, if any, or the interest on such debt security;
- reduce the portion of the principal amount of an original issue discount debt security, payable upon acceleration of the maturity of that debt security;

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- change the place or places where, or the currency in which, any debt security or any premium or interest is payable;
- impair the right of a holder to institute suit for the enforcement of any payment on or with respect to any such debt security;
- reduce the percentage in principal amount of securities debt securities necessary to modify the indenture or the percentage in principal amount of outstanding debt securities necessary to waive compliance with conditions and defaults under the indenture; or
- modify or affect the terms and conditions of the guarantees in any manner adverse to a holder. (Section 9.02).

We and the trustee may modify and amend the indenture without the consent of any holder of debt securities for any of the following purposes:

- to evidence the succession of another corporation to PNC Funding or PNC;
- to provide for the acceptance of appointment of a successor trustee;
- to add to the covenants of PNC Funding or PNC for the benefit of the holders of debt securities;
- to cure any ambiguity, defect or inconsistency in the indenture, if such action does not adversely affect the holders of debt securities in any material respect;
- to secure the debt securities under applicable provisions of the indenture;
- to establish the form or terms of debt securities;
- to permit the payment in the United States of principal, premium or interest on unregistered securities; or
- to provide for the issuance of uncertificated debt securities in place of certificated debt securities. (Section 9.01).

In addition, the holders of a majority in principal amount of outstanding debt securities of any series may, on behalf of all holders of that series, waive compliance with certain covenants, including those described under the captions above entitled "Restriction on Sale or Issuance of Voting Stock of a Principal Subsidiary Bank," "Ownership of PNC Funding" and "Restriction on Liens." (Section 5.09). No waiver by the holders of any series of subordinated debt securities is required with respect to the covenant described under the caption above entitled "Restriction on Sale or Issuance of Voting Stock of a Principal Subsidiary Bank." (Section 5.10). Covenants concerning the payment of principal, premium, if any, and interest on the debt securities, compliance with the terms of the indenture, maintenance of an agency and certain monies held in trust, may only be waived pursuant to a supplemental indenture executed with the consent of each affected holder of debt securities. The covenant concerning certain reports required by federal law may not be waived.

#### EVENTS OF DEFAULT, DEFAULTS, WAIVERS

The indenture defines an event of default with respect to any series of senior debt securities as being any one of the following events and such other

event as may be established for the debt securities of a particular series:

- failure to pay interest on such series for 30 days after the payment is due;
- failure to pay the principal of or premium, if any, on such series when due;
- failure to deposit any sinking fund payment with respect to such series when due;

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- failure to perform any other covenant or warranty in the indenture that applies to such series for 90 days after we have received written notice of the failure to perform in the manner specified in the indenture;
- the occurrence of certain events relating to bankruptcy, insolvency or reorganization of either of us or any principal subsidiary bank; or
- any other event of default specified in the supplemental indenture under which such senior debt securities are issued. (Section 7.01(a)).

The indenture defines an event of default with respect to any series of subordinated debt securities as certain events involving the bankruptcy or reorganization of PNC or any principal subsidiary bank, or any other event of default specified in the supplemental indenture under which such subordinated debt securities are issued or in the form of securities for such series. There is no right of acceleration in the case of events involving the bankruptcy, insolvency or reorganization of PNC Funding or of a default in the payment of principal, interest, premium, if any, or any sinking fund payment with respect to a series of subordinated debt securities or in the case of a default in the performance of any other covenant of PNC Funding or PNC in the indenture. Accordingly, payment of principal of any series of subordinated debt may be accelerated only in the case of the bankruptcy or reorganization of PNC or any principal subsidiary bank.

The indenture defines a default with respect to any series of subordinated debt securities as:

- any of the items listed in the first four bullets above as events of default with respect to senior debt securities,
- events involving the bankruptcy, insolvency or reorganization of PNC Funding, and
- such other default as may be established for the subordinated debt securities of a particular series. (Section 7.01(c)).

A breach of the covenant described under the caption above entitled "Restriction on Sale or Issuance of Voting Stock of a Principal Subsidiary Bank" will not result in a default with respect to any series of subordinated debt securities. (Sections 7.01(b) and (c)).

If an event of default occurs and is continuing with respect to any series of debt securities, either the trustee or the holders of at least 25% in principal amount of outstanding debt securities of that series may declare the principal of such series (or if debt securities of that series are original issue discount securities, a specified amount of the principal) to be due and payable immediately. Subject to certain conditions, the holders of a majority in principal amount of the outstanding debt securities of such series may rescind such declaration and waive certain defaults. Prior to any declaration of acceleration, the holders of a majority in principal amount of the outstanding debt securities of the applicable series may waive any past default or event of default, except a payment default, or a past default or event of default in respect of a covenant or provision of the indenture which cannot be modified without the consent of the holder of each outstanding debt security affected. (Sections 7.02, 7.08 and 7.13).

Other than its duties in the case of an event of default or a default, the trustee is not obligated to exercise any of the rights or powers in the indenture at the request or direction of holders of debt securities, unless such holders offer the trustee reasonable security or indemnity. If reasonable indemnification is provided, then, subject to the other rights of the trustee, the holders of a majority in principal amount of the outstanding debt securities of any series may direct the time, method and place of conducting any proceeding for any remedy available to the trustee with respect to debt securities of such series. (Sections 8.03 and 7.12).

The indenture provides that in the event of a payment default of 30 days with respect to any debt securities of any series, PNC Funding will, upon demand of the trustee, pay to it, for the benefit of the holder of any such debt security the whole amount then due and payable on such debt security for principal and interest. The indenture, as amended, further provides that if PNC

amount immediately upon such demand, the trustee may, among other things, institute a judicial proceeding for its collection. (Section 7.03).

The indenture requires us to furnish annually to the trustee certificates as to the absence of any default under the indenture. The trustee may withhold notice to the holders of debt securities of any default (except in payment of principal, premium, if any, interest or sinking fund installment) if the trustee determines that the withholding of the notice is in the interest of those holders. (Sections 5.04 and 8.02).

The holder of any debt security of any series may institute any proceeding with respect to the indenture or for any remedy thereunder if:

- a holder previously has given the trustee written notice of a continuing event of default or default with respect to debt securities of that series;
- the holders of at least 25% in principal amount of the outstanding debt securities of that series have made a written request, and offered reasonable indemnity, to the trustee to institute such proceeding;
- the trustee has not received directions inconsistent with such request from the holders of a majority in principal amount of the outstanding debt securities of that series; and
- the trustee has not started such proceeding within 60 days after receiving the request.

However, the holder of any debt security will have an absolute right to receive payment of the principal of, and premium, if any, and interest on such debt security when due and to institute suit to enforce any such payment. (Sections 7.07 and 7.08).

#### DEFEASANCE

Except as may otherwise be provided in any applicable prospectus supplement, the indenture provides that we will be discharged from our obligations under the debt securities of a series at any time prior to the stated maturity or redemption thereof when we have irrevocably deposited in trust with the trustee money and/or government securities which through the payment of principal and interest in accordance with their terms will provide sufficient funds, without reinvestment, to repay in full the debt securities of such series. Deposited funds will be in the currency or currency unit in which the debt securities are denominated. Deposited government securities will be direct obligations of, or obligations the principal of and interest on which are fully guaranteed by, the government which issued the currency in which the debt securities are denominated, and which are not subject to prepayment, redemption or call. Upon such discharge, the holders of the debt securities of such series will no longer be entitled to the benefits of the indenture, except for the purposes of registration of transfer and exchange of the debt securities of such series, and replacement of lost, stolen or mutilated debt securities, and may look only to such deposited funds or obligations for payment. (Sections 11.01 and 11.02).

For federal income tax purposes, the deposit and discharge may, depending on a variety of factors, result in a taxable gain or loss being recognized by the holders of the affected debt securities. You are urged to consult your own tax advisers as to the specific consequences of such a deposit and discharge, including the applicability and effect of tax laws other than federal income tax laws.

#### GLOBAL SECURITIES

We may issue the debt securities of a series in whole or in part in the form of a global security that will be deposited with a depository. Such depository will be The Depository Trust Company ("DTC"), unless otherwise identified in the prospectus supplement relating to such series. A global security may be issued as either a registered or unregistered security and in either temporary or permanent form. Unless and until it is exchanged in whole or in part for individual certificates evidencing debt securities in definitive form represented thereby, a global security may not be transferred except as a whole by the

depository for such global security or any nominee thereof to a successor of such depository or a nominee of such successor. (Section 2.05).

If DTC is the depository for a series of debt securities, such series will be issued as fully-registered securities registered in the name of Cede & Co.



(DTC's partnership nominee). One fully registered global security will be issued for such series of debt securities, in the aggregate principal amount of such series, and will be deposited with DTC. If, however, the aggregate principal amount of such series of debt securities exceeds \$200 million, one global security will be issued with respect to each \$200 million of principal amount and an additional global security will be issued with respect to any remaining principal amount of such series.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants deposit with DTC. DTC also facilitates the settlement among participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its direct participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly ("indirect participants"). The rules applicable to DTC and its participants are on file with the SEC.

Purchases of a series of debt securities under the DTC system will need to be made by or through direct participants, which will receive a credit for the debt securities on DTC's records. The ownership interest of each actual purchaser of each debt security ("beneficial owner") is in turn to be recorded on the direct participants' and indirect participants' records. Beneficial owners will not receive written confirmation from DTC of their purchase, but beneficial owners are expected to receive written confirmations providing details of the transaction, as well as provide periodic statements of their holdings, from the direct participants or indirect participants through which the beneficial owner entered into the transaction. Transfers of ownership interests in the debt securities are to be accomplished by entries made on the books of the participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interest in the global security or global securities, except in the event that use of the book-entry system for such debt securities is discontinued.

To facilitate subsequent transfers, all global securities deposited by participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of global securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has advised us that DTC will have no knowledge of the actual beneficial owners of the global securities, and that DTC's records reflect only the identity of the direct participants to whose accounts global securities are credited, which may or may not be the beneficial owners. Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

To the extent any series of debt securities is redeemable, redemption notices will be sent to DTC. If less than all of the debt securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in such issue to be redeemed. The applicable prospectus supplement for a series of debt securities will indicate whether such series is redeemable.

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To the extent applicable, neither DTC nor Cede & Co. will consent or vote with respect to any global securities deposited with it. Under its usual procedure, DTC will mail an omnibus proxy to the issuer as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting and voting rights to those direct participants to whose accounts the debt securities are credited on the record date (identified in a listing attached to the omnibus proxy).

Principal and interest payments on the global securities deposited with DTC will be made to Cede & Co., as nominee of DTC. DTC's practice is to credit direct participants' accounts, upon DTC's receipt of funds and corresponding detail information from the issuer, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as in the case with securities held for the accounts of customers registered in "street name", and will be the responsibility of such participant

and not DTC or PNC Funding, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. will be the responsibility of the trustee, who unless otherwise indicated in the applicable pricing supplement, will be PNC Funding's paying agent, disbursements of such payments to direct participants will be the responsibility of DTC, and disbursements of such payments to beneficial owners will be the responsibility of direct participants and indirect participants. None of PNC Funding, PNC, the trustee, any paying agent, or the registrar for the debt securities will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of the global security or global securities for any series of debt securities or for maintaining, supervising or reviewing any records relating to such beneficial interests.

If DTC is at any time unwilling, unable or ineligible to continue as the depository and a successor depository is not appointed by PNC Funding within 90 days, PNC Funding will issue certificated debt securities for each series in definitive form in exchange for each global security. If PNC Funding determines not to have a series of debt securities represented by a global security, which it may do, it will issue certificated debt securities for such series in definitive form in exchange for the global security. In either instance, a beneficial owner will be entitled to physical delivery of certificated debt securities for such series in definitive form equal in principal amount to such beneficial owner's beneficial interest in the global security and to have such certificated debt securities for such series registered in such beneficial owner's name. Certificated debt securities so issued in definitive form will be issued in denominations of \$1,000 and integral multiples thereof and will be issued in registered form only, without coupons.

Any other or differing terms of the depository arrangement will be described in the prospectus supplement relating to a series of debt securities.

#### REGARDING THE TRUSTEE

In the ordinary course of business, we may maintain lines of credit with one or more trustees for a series of debt securities and the principal subsidiary banks and other subsidiary banks may maintain deposit accounts and conduct other banking transactions with one or more trustees for a series of debt securities.

#### TRUSTEE'S DUTY TO RESIGN UNDER CERTAIN CIRCUMSTANCES

PNC Funding may issue both senior and subordinated debt securities under the indenture. Because the subordinated debt securities will rank junior in right of payment to the senior debt securities, the occurrence of a default under the indenture with respect to the subordinated debt securities or any senior debt securities could create a conflicting interest under the Trust Indenture Act of 1939, as amended, with respect to any trustee who serves as trustee for both senior and subordinated debt securities. In addition, upon the occurrence of a default under the indenture with respect to any series of debt securities the trustee of which maintains banking relationships with PNC Funding or PNC, such trustee would have a conflicting interest under the Trust Indenture Act as a result of such business relationships. If a default has not been cured or waived within 90 days after the trustee has or acquires a conflicting interest, the

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trustee generally is required by the Trust Indenture Act to eliminate such conflicting interest or resign as trustee with respect to the subordinated debt securities or the senior debt securities. In the event of the trustee's resignation, we will promptly appoint a successor trustee with respect to the affected securities.

#### DESCRIPTION OF COMMON STOCK

As of the date of the prospectus, PNC is authorized to issue 450,000,000 shares of common stock. At August 31, 1999, PNC had 294,557,603 shares of common stock issued and outstanding and 58,265,164 shares held in treasury.

The following summary is not complete. You should refer to the applicable provisions of PNC's certificate of incorporation, including the certificates of designation pursuant to which the outstanding series of preferred stock were issued and to the Pennsylvania Business Corporation Law for a complete statement of the terms and rights of the common stock.

Holder of common stock are entitled to one vote per share on all matters submitted to shareholders. Holders of common stock have neither cumulative voting rights nor any preemptive rights for the purchase of additional shares of any class of stock of PNC, and are not subject to liability for further calls or assessments. The common stock does not have any sinking fund, conversion or redemption provisions.

Holder of common stock may receive dividends when declared by the Board of Directors of PNC out of funds legally available to pay dividends. The Board of

Directors may not pay or set apart dividends on 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.

PNC currently has outstanding \$300 million of 8.315% Junior Subordinated Debentures Due 2027 and \$200 million of Floating Rate Junior Subordinated Debentures Due 2028. The terms of these debentures permit PNC to defer interest payments on the debentures for up to five years. If PNC defers interest payments on these debentures, PNC may not during the deferral period:

- declare or pay any cash dividends on any of its common stock;
- redeem any of its common stock;
- purchase or acquire any of its common stock; or
- make a liquidation payment on any of its common stock.

In the event of dissolution or winding up of the affairs of PNC, holders of common stock will be entitled to share ratably in all assets remaining after payments to all creditors and payments required to be made in respect of outstanding preferred stock (including accrued and unpaid dividends thereon).

The Board of Directors of PNC may, except as otherwise required by applicable law, cause the issuance of authorized shares of common stock without shareholder approval to such persons and for such consideration as the Board of Directors may determine in connection with acquisitions by PNC or for other corporate purposes.

The Chase Manhattan Bank, New York, New York, is the transfer agent and registrar for PNC's common stock. The shares of common stock are listed on the New York Stock Exchange under the symbol "PNC." The outstanding shares of common stock are, and the shares offered hereby will be, validly issued, fully paid and nonassessable and the holders of the common stock are not and will not be subject to any liability as shareholders.

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#### DESCRIPTION OF PREFERRED STOCK

This section describes the general terms and provisions of PNC's preferred stock that may be offered by this prospectus. The prospectus supplement will describe the specific terms of the series of the preferred stock offered through that prospectus supplement and any general terms outlined in this section that will not apply to that series of preferred stock.

We have summarized the material terms and provisions of the preferred stock in this section. We have also filed PNC's articles of incorporation and the form of certificate of preferred stock, which we will refer to as the "certificate of designations" as exhibits to the registration statement. You should read PNC's articles of incorporation and the certificate of designations relating to the applicable series of the preferred stock for additional information before you buy any preferred stock.

#### GENERAL

The Board of Directors of PNC (the "PNC board") is authorized without further shareholder action to cause the issuance, as of August 31, 1999, of up to 10,662,800 additional shares of preferred stock. Such preferred stock may be issued in one or more series, each with such preferences, limitations, designations, conversion rights, voting rights, dividend rights, voluntary and involuntary liquidation rights and other rights as the PNC board may determine at the time of issuance.

The rights of the holders of PNC's common stock are subject to any rights and preferences of such outstanding series of preferred stock, and the preferred stock offered in this prospectus. In addition, those rights would be subject to the rights and preferences of any additional shares of preferred stock, or any series thereof, which might be issued in the future.

The existence of authorized but unissued preferred stock could have the effect of discouraging an attempt to acquire control of PNC. For example, preferred stock could be issued to persons, firms or entities known to be friendly to management.

PNC currently has outstanding \$300 million of 8.315% Junior Subordinated Debentures Due 2027 and \$200 million of Floating Rate Junior Subordinated Debentures Due 2028. The terms of these debentures permit PNC to defer interest payments on the debentures for up to five years. If PNC defers interest payments on these debentures, PNC may not during the deferral period:

- declare or pay any cash dividends on any of its preferred stock;
- redeem any of its preferred stock;

- purchase or acquire any of its preferred stock; or
- make a liquidation payment on any of its preferred stock.

## PREFERRED STOCK OFFERED HEREIN

### General

The preferred stock will, when issued, be fully paid and nonassessable. Unless otherwise specified in the prospectus supplement, the shares of each series of preferred stock will upon issuance rank on a parity in all respects with PNC's currently existing series of preferred stock, described below, and each other series of preferred stock of PNC outstanding at that time. Holders of the preferred stock will have no preemptive rights to subscribe for any additional securities that may be issued by PNC. Unless otherwise specified in the applicable prospectus supplement, The Chase Manhattan Bank, New York, New York, will be the transfer agent and registrar for the preferred stock.

Because PNC is a holding company, its rights and the rights of holders of its securities, including the holders of preferred stock, to participate in the assets of any PNC subsidiary upon its liquidation or recapitalization will be subject to the prior claims of such subsidiary's creditors and preferred shareholders,

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except to the extent PNC may itself be a creditor with recognized claims against such subsidiary or a holder of preferred shares of such subsidiary.

PNC may elect to offer depositary shares evidenced by depositary receipts. If PNC so elects, each depositary share will represent a fractional interest (to be specified in the prospectus supplement relating to the particular series of preferred stock) in a share of a particular series of the preferred stock issued and deposited with a depositary (as defined below). See "Description of Depositary Shares" below.

### Dividends

The holders of the preferred stock will be entitled to receive dividends, if declared by the PNC board or a duly authorized committee thereof. The applicable prospectus supplement will specify the dividend rate and dates on which dividends will be payable. The rate may be fixed or variable or both. If the dividend rate is variable, the applicable prospectus supplement will describe the formula used for determining the dividend rate for each dividend period. PNC will pay dividends to the holders of record as they appear on the stock books of PNC on the record dates fixed by the PNC board or a duly authorized committee thereof. PNC may pay dividends in the form of cash, preferred stock (of the same or a different series) or common stock of PNC, in each case as specified in the applicable prospectus supplement.

The applicable prospectus supplement will also state whether dividends on any series of preferred stock are cumulative or noncumulative. If the PNC board does not declare a dividend payable on a dividend payment date on any noncumulative preferred stock, then the holders of that preferred stock will not be entitled to receive a dividend for that dividend period, and PNC will have no obligation to pay the dividend for that dividend period even if the PNC board declares a dividend on that series payable in the future.

The PNC board will not declare and pay a dividend on the common stock or on any class or series of stock of PNC ranking as to dividends subordinate to a series of cumulative preferred stock (other than dividends payable in common stock or in any class or series of stock of PNC ranking as to dividends and assets subordinate to such series), until PNC has paid in full dividends (to the extent cumulative) for all past dividend periods on all outstanding shares of such series. If PNC does not pay in full dividends for any dividend period on all shares of preferred stock ranking equally as to dividends, all such shares will participate ratably in the payment of dividends for that period in proportion to the full amounts of dividends to which they are entitled.

### Voting

Except as provided in this prospectus or in the applicable prospectus supplement, or as required by applicable law, the holders of preferred stock will not be entitled to vote. Except as otherwise required by law or provided by the PNC board and described in the applicable prospectus supplement, holders of preferred stock having voting rights and holders of common stock vote together as one class. Holders of preferred stock do not have cumulative voting rights.

If, at the time of any annual meeting of PNC shareholders, PNC has not paid, or declared and set apart for payment, dividends on all outstanding shares of preferred stock in an amount equal to six quarterly dividends at the rates payable upon such shares, the number of directors of PNC will be increased by two, and the holders of all outstanding preferred stock voting together as a class will be entitled to elect those two additional directors at that annual meeting. After PNC pays the full amount of dividends to which the holders of

preferred stock are entitled, the terms of the two additional directors will end, the number of directors of PNC will be reduced by two, and such voting right of the holders of preferred stock will end.

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Unless PNC receives the consent of the holders of at least two-thirds of the outstanding shares of preferred stock of all series, PNC will not:

- create or increase the authorized number of shares of any class of stock ranking as to dividends or assets senior to the preferred stock; or
- change the preferences, qualifications, privileges, limitations, restrictions or rights of the preferred stock in any way that materially and adversely affects the holders of the preferred stock.

If any change to the rights of the preferred stock will affect any particular series materially and adversely as compared to any other series of preferred stock, PNC first must obtain the consent of the holders of at least two-thirds of the outstanding shares of that particular series of preferred stock.

The holders of the preferred stock of a series will not be entitled to participate in any vote regarding a change in the rights of the preferred stock if PNC makes provision for the redemption of all the preferred stock of such series. See "Redemption by PNC" below. PNC is not required to obtain any consent of holders of preferred stock of a series in connection with the authorization, designation, increase or issuance of any shares of preferred stock that rank junior or equal to the preferred stock of such series with respect to dividends and liquidation rights.

Under interpretations adopted by the Federal Reserve or its staff, if the holders of preferred stock of any series become entitled to vote for the election of directors because dividends on such series are in arrears as described above, that series may then be deemed a "class of voting securities" and a holder of 25% or more of such series (or a holder of 5% or more if it otherwise exercises a "controlling influence" over PNC) may then be subject to regulation as a bank holding company in accordance with the Bank Holding Company Act. In addition, when the series is deemed a class of voting securities, any other bank holding company may be required to obtain the prior approval of the Federal Reserve to acquire more than 5% of that series, and any person other than a bank holding company may be required to obtain the prior approval of the Federal Reserve to acquire 10% or more of that series.

#### Liquidation of PNC

In the event of the voluntary or involuntary liquidation of PNC, the holders of each outstanding series of preferred stock will be entitled to receive liquidating distributions before any distribution is made to the holders of common stock or of any class or series of stock of PNC ranking subordinate to that series, the amount fixed by the PNC board for that series and described in the applicable prospectus supplement, plus, if dividends on that series are cumulative, accrued and unpaid dividends.

#### Redemption by PNC

PNC may redeem the whole or any part of the preferred stock at the times and at the amount for each share set forth in the applicable prospectus supplement.

PNC may acquire preferred stock from time to time at the price or prices that PNC determines. If any cumulative dividends payable for all past quarterly dividend periods have not been paid, or declared and set apart for payment, in full, PNC may not acquire preferred stock except in accordance with an offer made in writing or by publication to all holders of record of shares of preferred stock.

#### Conversion

The prospectus supplement may set for the rights, if any, for a holder of preferred stock to convert that preferred stock into common stock or any other class of capital securities of PNC.

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#### PREFERRED STOCK CURRENTLY OUTSTANDING

At August 31, 1999, PNC had five series of preferred stock outstanding:

- 12,205 shares of \$1.80 Cumulative Convertible Preferred Stock, Series A ("preferred stock-A");
- 4,352 shares of \$1.80 Cumulative Convertible Preferred Stock, Series B ("preferred stock-B");

- 264,076 shares of \$1.60 Cumulative Convertible Preferred Stock, Series C ("preferred stock-C");
- 374,532 shares of \$1.80 Cumulative Convertible Preferred Stock, Series D ("preferred stock-D"); and
- 6,000,000 shares of Fixed/Adjustable Rate Noncumulative Preferred Stock, Series F ("preferred stock-F").

All shares of a former series of preferred stock, designated as \$2.60 Cumulative Non Voting Preferred Stock, Series E, have been redeemed and restored to the status of authorized but unissued preferred stock.

Holders of outstanding preferred stock are entitled to cumulative dividends at the annual rates set forth below in the table titled "Summary of Certain Key Terms of Preferred Stock," which are payable quarterly when and as declared by the Board of Directors of PNC. The Board of Directors may not pay or set apart dividends on common stock until dividends for the current period and all past dividend periods on all series of outstanding preferred stock have been paid or declared and set apart for payment.

Holders of outstanding preferred stock, other than preferred stock-F, are entitled to a number of votes equal to the number of full shares of common stock into which their preferred stock is convertible. Holders of outstanding preferred stock currently are entitled to the conversion privileges set forth below in the table titled "Summary of Certain Key Terms of Preferred Stock."

In the event of a liquidation of PNC, holders of outstanding preferred stock are entitled to receive the amounts set forth below in the table titled "Summary of Certain Key Terms of Preferred Stock," plus all dividends accrued and unpaid thereon, before any payments are made with respect to common stock.

Preferred stock-A, preferred stock-C and preferred stock-D are redeemable at any time at the option of PNC at redemption prices equal to the respective liquidation preference amounts stated above, plus accrued and unpaid dividends, if any. Preferred stock-B is not redeemable. Prior to September 30, 2001, preferred stock-F is not redeemable, except in limited circumstances by PNC upon certain changes to the Internal Revenue Code at a declining redemption price ranging from \$52.20 to the liquidation preference amount, plus accrued and unpaid dividends (whether or not earned or declared) from the immediately preceding dividend payment date (but without any cumulation for unpaid dividends for prior dividend periods) to the date fixed for redemption. On and after September 30, 2001, preferred stock-F is redeemable at the option of PNC at its liquidation preference amount, plus accrued and unpaid dividends (whether or not earned or declared) from the immediately preceding dividend payment date (but without any cumulation for unpaid dividends for prior dividend periods) to the date fixed for redemption.

All outstanding series of preferred stock, other than preferred stock-F, are convertible (unless called for redemption and not converted within the time allowed therefor), at any time at the option of the holder. No adjustment will be made for dividends on preferred stock converted or on common stock issuable upon conversion. The conversion rate of each series of convertible preferred stock will be adjusted in certain events, including payment of stock dividends on, or splits or combinations of, the common stock or issuance to holders of common stock of rights to purchase common stock at a price per share less than 90% of current market price as defined in the Articles of Incorporation of PNC. Appropriate adjustments in the conversion provisions also will be made in the event of certain reclassifications, consolidations or mergers or the sale of substantially all of the assets of PNC. Preferred stock-F is not convertible into shares of common stock or any other security of PNC.

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Preferred stock-A, preferred stock-B and preferred stock-F are currently traded in the over-the-counter market. Preferred stock-C and -D are listed and traded on the New York Stock Exchange. The Chase Manhattan Bank, New York, New York, is transfer agent and registrar for all outstanding series of preferred stock.

SUMMARY OF CERTAIN KEY TERMS OF PREFERRED STOCK

<TABLE>  
<CAPTION>

PREFERRED SERIES	ANNUAL DIVIDEND RATE (PAYABLE QUARTERLY)	CUMULATIVE DIVIDENDS	CONVERSION RATE	VOTING RIGHTS (BASED ON CONVERSION RATE)	LIQUIDATION PREFERENCE	REDEEMABLE
<C>	<S>	<C>	<C>	<C>	<C>	<C>
A	\$1.80	Y	1:8	Y	\$40/share	Y
B	\$1.80	Y	1:8	Y	\$40/share	Y

C	\$1.60	Y	2.4:4	Y	\$20/share	Y
D	\$1.80	Y	2.4:4	Y	\$20/share	Y
E	None Currently Outstanding					
F	- 6.05% per year through 9/29/01 - between 6.55% and 12.55% thereafter	N	N/A	N (except in limited circumstances)	\$50/share	Y (but not prior to 9/30/01, except in limited circumstances)

</TABLE>

#### DESCRIPTION OF DEPOSITARY SHARES

##### GENERAL

PNC may, at its option, elect to offer fractional interests in the preferred stock, rather than whole shares of preferred stock. If PNC does, PNC will issue to the public receipts for depositary shares, and each of these depositary shares will represent a fraction of a share of a particular series of the preferred stock. We will specify that fraction in the prospectus supplement.

The shares of any series of the preferred stock underlying the depositary shares will be deposited under a deposit agreement between PNC and a depositary selected by PNC. The depositary will be a bank or trust company and will have its principal office in the United States and a combined capital and surplus of at least \$50,000,000. The prospectus supplement relating to a series of depositary shares will set forth the name and address of the depositary. Subject to the terms of the deposit agreement, each owner of a depositary share will be entitled, in proportion to the applicable fractional interest in a share of preferred stock underlying that depositary share, to all the rights and preferences of the preferred stock underlying that depositary share. Those rights include dividend, voting, redemption, conversion and liquidation rights.

The depositary shares will be evidenced by depositary receipts issued under the deposit agreement. PNC will issue depositary receipts to those persons who purchase the fractional shares in the preferred stock underlying the depositary shares, in accordance with the terms of the offering.

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##### DIVIDENDS AND OTHER DISTRIBUTIONS

The depositary will distribute all cash dividends or other cash distributions received in respect of the preferred stock to the record holders of related depositary shares in proportion to the number of depositary shares owned by those holders.

If PNC makes a distribution other than in cash, the depositary will distribute property received by it to the record holders of depositary shares that are entitled to receive the distribution, unless the depositary determines that it is not feasible to make the distribution. If this occurs, the depositary may, with the approval of PNC, sell the property and distribute the net proceeds from the sale to the applicable holders.

##### REDEMPTION OF DEPOSITARY SHARES

Whenever PNC redeems shares of preferred stock that are held by the depositary, the depositary will redeem, as of the same redemption date, the number of depositary shares representing the shares of preferred stock so redeemed. The redemption price per depositary share will be equal to the applicable fraction of the redemption price per share payable with respect to that series of the preferred stock. If fewer than all the depositary shares are to be redeemed, the depositary will select the depositary shares to be redeemed by lot or pro rata as may be determined by the depositary.

Depositary shares called for redemption will no longer be outstanding after the applicable redemption date, and all rights of the holders of these depositary shares will cease, except the right to receive any money or other property upon surrender to the depositary of the depositary receipts evidencing those depositary shares.

##### VOTING THE PREFERRED STOCK

Upon receipt of notice of any meeting at which the holders of preferred stock are entitled to vote, the depositary will mail the information contained in the notice of meeting to the record holders of the depositary shares underlying that preferred stock. Each record holder of those depositary shares on the record date (which will be the same date as the record date for the preferred stock) will be entitled to instruct the depositary as to the exercise

of the voting rights pertaining to the amount of preferred stock underlying that holder's depository shares. The depository will try, insofar as practicable, to vote the number of shares of preferred stock underlying those depository shares in accordance with those instructions, and PNC will agree to take all action which the depository deems necessary in order to enable the depository to do so. The depository will not vote the shares of preferred stock to the extent it does not receive specific instructions from the holders of depository shares underlying the preferred stock.

#### CONVERSION OF PREFERRED STOCK

If a series of the preferred stock underlying the depository shares is convertible into shares of PNC's common stock or any other class of capital securities of PNC, PNC will accept the delivery of depository receipts to convert the preferred stock using the same procedures as those for delivery of certificates for the preferred stock. If the depository shares represented by a depository receipt are to be converted in part only, the depository will issue a new depository receipt or depository receipts for the depository shares not to be converted.

#### AMENDMENT AND TERMINATION OF THE DEPOSIT AGREEMENT

PNC and the depository may amend the form of depository receipt evidencing the depository shares and any provision of the deposit agreement at any time. However, any amendment that materially and adversely alters the rights of the holders of depository shares will not be effective unless the amendment has been approved by the holders of at least a majority of the depository shares then outstanding. PNC or the depository may terminate the deposit agreement only if (i) all outstanding depository shares have been redeemed or (ii) there has been a final distribution of the underlying preferred stock in connection with any liquidation, dissolution or winding up of PNC.

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#### CHARGES OF DEPOSITARY

PNC will pay all transfer and other taxes and governmental charges arising solely from the existence of the depository arrangements. PNC will also pay charges of the depository in connection with the initial deposit of the preferred stock and any redemption of the preferred stock. Holders of depository shares will pay other transfer and other taxes and governmental charges and such other charges as are expressly provided in the deposit agreement to be for their accounts.

#### RESIGNATION AND REMOVAL OF DEPOSITARY

The depository may resign at any time by delivering to PNC notice of its election to do so. PNC may remove the depository at any time. Any such resignation or removal will take effect only upon the appointment of a successor depository and its acceptance of its appointment. The successor depository must be a bank or trust company having its principal office in the United States and having a combined capital and surplus of at least \$50,000,000.

#### MISCELLANEOUS

The depository will forward to the holders of depository shares all reports and communications from PNC that PNC delivers to the depository and that PNC is required to furnish to the holders of the preferred stock.

Neither the depository nor PNC will be liable if it is prevented or delayed by law or any circumstance beyond its control in performing its obligations under the deposit agreement. The obligations of PNC and the depository under the deposit agreement will be limited to performance in good faith of their respective duties under the deposit agreement. They will not be obligated to prosecute or defend any legal proceeding relating to any depository shares or preferred stock unless satisfactory indemnity is furnished. They may rely upon written advice of counsel or accountants, or upon information provided by persons presenting preferred stock for deposit, holders of depository shares or other persons they believe to be competent and on documents they believe to be genuine.

#### PLAN OF DISTRIBUTION

PNC Funding may offer and sell debt securities being offered by use of this prospectus:

- through underwriters;
- through dealers;
- through agents; or
- directly to purchasers.

PNC may offer and sell common stock and preferred stock being offered by



use of this prospectus:

- through underwriters;
- through dealers;
- through agents; or
- directly to purchasers.

The applicable prospectus supplement will name any underwriters in connection with offered debt securities, common stock or preferred stock and will set forth any underwriting compensation paid to such underwriters. Underwritten offerings may involve underwriting syndicates represented by managing underwriters, or underwriters without a syndicate.

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The distribution of securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, or at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

In connection with the sale of securities, underwriters or agents acting on PNC's behalf may receive compensation from PNC Funding, PNC or from purchasers of securities for whom they may act as agents, in the form of discounts, concessions or commissions. The underwriters, dealers or agents that participate in the distribution of securities may be deemed to be underwriters and any discounts or commissions received by them and any profit on the resale of securities by them may be deemed to be underwriting discounts and commissions under the Securities Act. Any such underwriter will be identified and any such compensation will be described in the prospectus supplement.

Under agreements which may be entered into with us, underwriters, dealers and agents may be entitled to indemnification by us against certain liabilities, including liabilities under the Securities Act, and to contributions from us in respect of such liabilities. Underwriters, dealers and agents may be customers of, engage in transactions with, or perform services for us in the ordinary course of business.

If so indicated in the applicable prospectus supplement, PNC Funding and/or PNC will authorize the underwriters or other persons acting as PNC Funding's agents and/or PNC's agents to solicit offers by certain institutions to purchase debt securities from PNC Funding and/or preferred stock from PNC pursuant to contracts providing for payment and delivery on a future date or dates stated in the applicable prospectus supplement. Institutions with which such contracts may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and others, but in all cases such institutions must be approved by PNC Funding or PNC. The obligations of any purchaser under any such contract will not be subject to any conditions, except that (1) the purchase of the debt securities, or the common stock or the preferred stock shall not at the time of delivery be prohibited under the laws of the jurisdiction to which such purchaser is subject, and (2) if debt securities or common stock or preferred stock are also being sold to underwriters, PNC Funding or PNC shall have sold to such underwriters the debt securities or the common stock or the preferred stock not sold for delayed delivery. The underwriters and such other persons will not have any responsibility in respect of the validity or performance of such contracts.

#### LEGAL OPINIONS

The validity of the debt securities and related guarantees and the common stock, the preferred stock and the depositary shares will be passed upon for us by Victor M. DiBattista, Chief Regional Counsel of PNC, One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222. If the securities are being distributed in an underwritten offering, the validity of the securities and related guarantees and the common stock, the preferred stock and the depositary shares will be passed upon for the underwriters by counsel identified in the applicable prospectus supplement.

#### EXPERTS

Ernst & Young LLP, independent auditors, have audited our consolidated financial statements incorporated by reference in PNC Bank Corp.'s Annual Report on Form 10-K for the year ended December 31, 1998, as set forth in their report, which is incorporated by reference in this registration statement. Our consolidated financial statements are incorporated by reference in reliance on Ernst & Young LLP's report, given their authority as experts in accounting and auditing.

Such financial statements are, and audited financial statements to be included in subsequently filed documents will be, incorporated herein in reliance upon the reports of independent auditors pertaining to such financial statements (to the extent covered by consents filed with the Securities and Exchange Commission) given on the authority of such firm as experts in

PART II  
 INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following expenses will be incurred in connection with the issuance and distribution of the securities being registered, other than underwriting discounts and commissions:

To be borne by PNC Bank Corp. and PNC Funding Corp:

<u>&lt;S&gt;</u>	<u>&lt;C&gt;</u>
Registration Fee.....	\$ 417,000.00
Legal Fees and Expenses.....	\$ 150,000.00*
Indenture Trustee Fees and Expenses.....	\$ 100,000.00*
Printing and Engraving.....	\$ 200,000.00*
Rating Fees.....	\$ 200,000.00*
Accounting Fees.....	\$ 150,000.00*
Blue Sky and Legal Investment Fees and Expenses.....	\$ 50,000.00*
Listing Fees.....	\$ 25,000.00*
Miscellaneous.....	\$ 33,000.00*
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Total.....	\$1,325,000.00*
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\* Estimated.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Pursuant to Sections 1741-1743 of the Pennsylvania Business Corporation Law of 1988 (Act of December 21, 1988, P.L. 1444) ("1988 BCL"), we have the power to indemnify our directors and officers against liabilities they may incur in such capacities provided certain standards are met, including good faith and the belief that the particular action is in the best interests of the corporation. In general, this power to indemnify does not exist in the case of actions against a director or officer by or in the right of the corporation if the person entitled to indemnification shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duties. A corporation is required to indemnify directors and officers against expenses they may incur in defending actions against them in such capacities if they are successful on the merits or otherwise in the defense of such actions.

Section 1746 of the 1988 BCL provides that the foregoing provisions shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under, among other things, any by-law provision, provided that no indemnification may be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

Each of our By-Laws provide for the mandatory indemnification of directors and officers in accordance with and to the full extent permitted by the Laws of Pennsylvania as in effect at the time of such indemnification. Each of our By-Laws also eliminate, to the maximum extent permitted by the laws of the Commonwealth of Pennsylvania, the personal liability of directors for monetary damages for any action taken, or any failure to take any action as a director except in any case such elimination is not permitted by law.

PNC has purchased directors' and officers' liability insurance covering certain liabilities that may be incurred by its directors and officers in connection with the performance of their duties. That insurance covers PNC Funding's directors and officers as well.

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ITEM 16. EXHIBITS

The exhibits listed on the Exhibit Index beginning on page II-7 of this registration statement are filed herewith or are incorporated herein by reference to other filings.

ITEM 17. UNDERTAKINGS

The undersigned Registrants hereby undertake:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a) (3) of the Securities Act of 1933;

(ii) 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. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) 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 (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrants pursuant to Section 13 or Section 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 the registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

4. That, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrants' annual reports 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;

5. For the purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrants pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it is declared effective; and

6. For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus 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.

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Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrants pursuant to the provisions set forth in Item 15, or otherwise, the Registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrants of expenses incurred or paid by a director, officer or controlling person of the Registrants 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 Registrants will, unless in the opinion of their 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 Securities Act of 1933, 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, the Registrant

certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, and Commonwealth of Pennsylvania, on the 4th day of October, 1999.

PNC BANK CORP.

By: /s/ THOMAS H. O'BRIEN

-----  
 Thomas H. O'Brien  
 Chairman and Chief Executive  
 Officer

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

<TABLE>  
 <CAPTION>

SIGNATURE -----	TITLE -----	DATE ----
/s/ THOMAS H. O'BRIEN ----- Thomas H. O'Brien	Chairman, Chief Executive Officer and Director (Principal Executive Officer)	October 4, 1999
/s/ ROBERT L. HAUNSCHILD ----- Robert L. Haunschild	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	October 4, 1999
/s/ SAMUEL R. PATTERSON ----- Samuel R. Patterson	Senior Vice President and Controller (Principal Accounting Officer)	October 4, 1999
* ----- Paul W. Chellgren	Director	October 4, 1999
* ----- Robert N. Clay	Director	October 4, 1999
* ----- George A. Davidson, Jr.	Director	October 4, 1999
* ----- David F. Girard-diCarlo	Director	October 4, 1999
* ----- Walter E. Gregg, Jr.	Vice Chairman and Director	October 4, 1999
* ----- William R. Johnson	Director	October 4, 1999
* ----- Bruce C. Lindsay	Director	October 4, 1999
* ----- W. Craig McClelland	Director	October 4, 1999
* ----- Jane G. Pepper	Director	October 4, 1999
* ----- Jackson H. Randolph	Director	October 4, 1999
* ----- James E. Rohr	President, Chief Operating Officer and Director	October 4, 1999
* ----- Roderic H. Ross	Director	October 4, 1999

</TABLE>

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<CAPTION>

SIGNATURE -----	TITLE -----	DATE ----
* ----- Richard P. Simmons	Director	October 4, 1999
* ----- Thomas J. Usher	Director	October 4, 1999
* ----- Milton A. Washington	Director	October 4, 1999
* ----- Helge H. Wehmeier	Director	October 4, 1999

</TABLE>

\*By: /s/ RANDALL C. KING

-----  
Randall C. King, Attorney-in-Fact,  
pursuant to Powers of Attorney  
filed herewith  
Date: October 4, 1999

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, and Commonwealth of Pennsylvania, on the 4th day of October, 1999.

PNC FUNDING CORP

By: /s/ ROBERT L. HAUNSCHILD

-----  
Robert L. Haunschild  
Chairman and President

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

<TABLE>  
<CAPTION>

SIGNATURE -----	TITLE -----	DATE ----
/s/ ROBERT L. HAUNSCHILD ----- Robert L. Haunschild	Chairman, President and Director (Principal Executive Officer)	October 4, 1999
/s/ RANDALL C. KING ----- Randall C. King	Senior Vice President and Director (Principal Financial Officer)	October 4, 1999
/s/ WALTER E. GREGG, JR. ----- Walter E. Gregg, Jr.	Director	October 4, 1999
/s/ MARIA C. SCHAFFER ----- Maria C. Schaffer	Vice President and Controller (Principal Accounting Officer)	October 4, 1999

</TABLE>

EXHIBIT INDEX

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EXHIBIT NO.	NAME OF DOCUMENT	METHOD OF FILING
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<C>	<S>	<C>
1.1	Form of Underwriting Agreement for Debt Securities.	Filed herewith.
1.2	Form of Underwriting Agreement for Common Stock, Preferred Stock and Depositary Shares.	Incorporated herein by reference to Exhibit 1.2 of the Registration Statement on Form S-3 filed August 29, 1997 (Registration No. 333-34709)
3.1	Articles of Incorporation of PNC Bank Corp., as amended.	Incorporated herein by reference to Exhibit 3.1 of the Annual Report on Form 10-K for the year ended December 31, 1998 of PNC Bank Corp. (File No. 001-09718).
3.2	By-laws of PNC Bank Corp., as amended.	Incorporated herein by reference to Exhibit 99.2 of the Current Report on Form 8-K dated January 15, 1998 of PNC Bank Corp. (File No. 001-09718).
3.3	Articles of Incorporation of PNC Funding Corp, as amended.	Incorporated herein by reference to Exhibit 3.3 of the Registration Statement on Form S-3 filed August 29, 1997 (Registration No. 333-34709)
3.4	By-laws of PNC Funding Corp, as amended.	Incorporated herein by reference to Exhibit 3.4 of the Registration Statement on Form S-3 filed August 29, 1997 (Registration No. 333-34709)
4.1	Form of Certificate for Common Stock.	Incorporated herein by reference to Exhibit 4.1 of the Registration Statement on Form S-3 filed August 29, 1997 (Registration No. 333-34709)
4.2	Form of Certificate for Preferred Stock (with references to PNC Financial Corp now being PNC Bank Corp.).	Incorporated herein by reference to Exhibit 4.1 to the Registration Statement on Form S-3 at File No. 33-40602, in Pre-Effective Amendment No. 2, filed September 24, 1991.
4.3	Form of Statement of Designation with respect to Preferred Stock.	To be filed in documents incorporated herein by reference.
4.4	Form of Deposit Agreement.	Incorporated herein by reference to Exhibit 4.5 of the Registration Statement on Form S-3 filed August 29, 1997 (Registration No. 333-34709)
4.5	Form of Depositary Receipt.	Incorporated herein by reference to Exhibit 4.6 of the Registration Statement on Form S-3 filed August 29, 1997 (Registration No. 333-34709)

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<TABLE>  
<CAPTION>  
EXHIBIT

NO.	NAME OF DOCUMENT	METHOD OF FILING
4.6	Indenture dated as of December 1, 1991, among PNC Funding Corp, as Issuer, PNC Financial Corp (now PNC Bank Corp.), as Guarantor, and Manufacturers Hanover Trust Company, as Trustee (of which The Chase Manhattan Bank, formerly known as Chemical Bank, is successor trustee).	Incorporated herein by reference to Exhibit 4.7 of the Registration Statement on Form S-3 filed August 29, 1997 (Registration No. 333-34709)
4.7	Supplemental Indenture dated as of February 15, 1993, among PNC Funding Corp, as Issuer, PNC Bank Corp., as Guarantor, and Chemical Bank, as successor by merger to Manufacturers Hanover Trust Company and now known as The Chase Manhattan Bank.	Incorporated herein by reference to Exhibit 4.8 of the Registration Statement on Form S-3 filed August 29, 1997 (Registration No. 333-34709)
4.8	Form of Debt Security and related Guarantee.	To be filed in documents incorporated herein by reference.
4.9	Form of Subordinated Note and related Guarantee.	Incorporated herein by reference to Exhibit 4.10 of the Registration Statement on Form S-3 filed August 29,

5	Opinion of Victor M. DiBattista, Esquire, as to the legality of the securities being registered.	Filed herewith.
12.1	Computation of Consolidated Ratio of Earnings to Fixed Charges.	Filed herewith.
12.2	Computation of Consolidated Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends.	Filed herewith.
23.1	Consent of Ernst & Young LLP.	Filed herewith.
23.2	Consent of Victor M. DiBattista, Esquire.	Filed as part of Exhibit 5 to this Registration Statement.
24.1	Power of Attorney of certain directors and officers of PNC Bank Corp.	Filed herewith.
24.2	Power of Attorney of certain directors and officers of PNC Funding Corp.	Filed herewith.
24.3	Power of Attorney of Paul W. Chellgren (a director of PNC Bank Corp.).	Filed herewith.
25	Form T-1--Statement of Eligibility Under the Trust Indenture	Filed herewith.

</TABLE>

PNC Funding Corp, Issuer  
and  
PNC Bank Corp., Guarantor

Underwriting Agreement

New York, New York  
[date]

To the Representatives  
named in Schedule I  
hereto of the  
Underwriters named in  
Schedule II hereto

Dear Sirs:

PNC Funding Corp, a Pennsylvania corporation (the "Company"), proposes to sell to the underwriters named in Schedule II hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), the principal amount of its securities identified in Schedule I hereto (together with the guarantees mentioned below, the "Securities") to be guaranteed by PNC Bank Corp., a Pennsylvania corporation (the "Guarantor"), and to be issued under an indenture dated as of December 1, 1991, among the Company, the Guarantor and The Chase Manhattan Bank (formerly known as Chemical Bank, successor by merger to Manufacturers Hanover Trust Company), as trustee (the "Trustee"), as amended by a Supplemental Indenture dated as of February 15, 1993, among the Company, the Guarantor and the Trustee (as amended, the "Indenture"). If the firm or firms listed in Schedule II hereto include only the firm or firms listed in Schedule I hereto, then the terms "Underwriters" and "Representatives," as used herein, shall each be deemed to refer to such firm or firms.

1. REPRESENTATIONS AND WARRANTIES. The Company and the Guarantor represent and warrant to, and agree with, each Underwriter as set forth below in this Section 1. Certain terms used in this Section 1 are defined in paragraph (c) hereof.

(a) If the offering of the Securities is a Delayed Offering (as specified in Schedule I hereto), paragraph (i) below is applicable and, if the offering of the Securities is a Non-Delayed Offering (as so specified), paragraph (ii) below is applicable.

(i) The Company and the Guarantor meet the requirements for the use of Form S-3 under the Securities Act of 1933 (the "Act") and have filed with the Securities and Exchange Commission (the "Commission") a registration statement (the file number of which is set forth in Schedule I hereto), on such Form, including a basic prospectus, for registration under the Act of the offering and sale of the Securities. The Company and the Guarantor may have filed one or more amendments thereto, and may have used a Preliminary Final Prospectus, each of which has previously been furnished to you. Such registration statement, as so amended, has become effective. The offering of the Securities is a Delayed Offering and, accordingly, it is not necessary that any further information with respect to the Securities and the offering thereof required by the Act and the rules thereunder to be included in the Final Prospectus have been included in an amendment to such registration statement prior to the Effective Date. The Company and the Guarantor will next file with the Commission pursuant to Rules 415 and 424(b)(2) or (5) a final supplement to the form of prospectus included in such registration statement relating to the Securities and the offering thereof. As filed, such final prospectus supplement shall include all required information with respect to the Securities and the offering thereof and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional

information and other changes (beyond that contained in the Basic Prospectus and any Preliminary Final Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein.

(ii) The Company and the Guarantor meet the requirements for the use of Form S-3 under the Act and have filed with the Commission a registration statement (the file



number of which is set forth in Schedule I hereto) on such Form, including a basic prospectus, for registration under the Act of the offering and sale of the Securities. The Company and the Guarantor may have filed one or more amendments thereto, including a Preliminary Final Prospectus, each of which has previously been furnished to you. The Company and the Guarantor will next file with the Commission either (x) a final prospectus supplement relating to the Securities in accordance with Rules 430A and 424(b)(1) or (4), or (y) prior to the effectiveness of such registration statement, an amendment to such registration statement, including the form of final prospectus supplement. In the case of clause (x), the Company and the Guarantor included in such registration statement, as amended at the Effective Date, all information (other than Rule 430A Information) required by the Act and the rules thereunder to be included in the Final Prospectus with respect to the Securities and the offering thereof. As filed, such final prospectus supplement or such amendment and form of final prospectus supplement shall contain all Rule 430A Information, together with all other such required information, with respect to the Securities and the offering thereof and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Basic Prospectus and any Preliminary Final Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein.

(b) On the Effective Date, the Registration Statement did or will, and when the Final Prospectus is first filed (if required) in accordance with Rule 424(b) and on the Closing Date, the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act and the Securities Exchange Act of 1934 (the "Exchange Act") and the respective rules thereunder; on the Effective Date, the Registration Statement did not or will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; and, on the Effective Date, the Final Prospectus, if not filed pursuant to Rule 424(b), did not or will not, and on the date of any filing pursuant to Rule 424(b) and on the Closing Date, the Final Prospectus (together with any supplement thereto) will not, include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company and the Guarantor make no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company or the Guarantor by or on behalf of any Underwriter through the Representatives specifically for use in connection with the preparation of the Registration Statement or the Final Prospectus (or any supplement thereto).

(c) The terms that follow, when used in this Agreement, shall have the meanings indicated. The term "the Effective Date" shall mean each date that the Registration Statement and any post effective amendment or amendments thereto became or become effective. "Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto. "Basic Prospectus" shall mean the prospectus referred to in paragraph (a) above contained in the Registration Statement at the Effective Date including, in the case of a Non-Delayed Offering, any Preliminary Final Prospectus. "Preliminary Final Prospectus" shall mean any preliminary prospectus supplement to the Basic Prospectus which describes the Securities and the offering

thereof and is used prior to filing of the Final Prospectus. "Final Prospectus" shall mean the prospectus supplement relating to the Securities that is first filed pursuant to Rule 424(b) after the Execution Time, together with the Basic Prospectus or, if, in the case of a Non-Delayed Offering, no filing pursuant to Rule 424(b) is required, shall mean the form of final prospectus relating to the Securities, including the Basic Prospectus, included in the Registration Statement at the Effective Date. "Registration Statement" shall mean the registration statement referred to in paragraph (a) above, including incorporated documents, exhibits and financial

statements, as amended at the Execution Time (or, if not effective at the Execution Time, in the form in which it shall become effective) and, in the event any post effective amendment thereto becomes effective prior to the Closing Date (as hereinafter defined), shall also mean such registration statement as so amended. Such term shall include any Rule 430A Information deemed to be included therein at the Effective Date as provided by Rule 430A. "Rule 415," "Rule 424," "Rule 430A" and "Regulation S-K" refer to such rules or regulation under the Act. "Rule 430A Information" means information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A. Any reference herein to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. A "Non-Delayed Offering" shall mean an offering of securities which is intended to commence promptly after the effective date of a registration statement, with the result that, pursuant to Rules 415 and 430A, all information (other than Rule 430A Information) with respect to the securities so offered must be included in such registration statement at the effective date thereof. A "Delayed Offering" shall mean an offering of securities pursuant to Rule 415 which does not commence promptly after the effective date of a registration statement, with the result that only information required pursuant to Rule 415 need be included in such registration statement at the effective date thereof with respect to the securities so offered. Whether the offering of the Securities is a Non-Delayed Offering or a Delayed Offering shall be set forth in Schedule I hereto.

2. PURCHASE AND SALE. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to, and the Guarantor agrees to cause the Company to, sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price set forth in Schedule I hereto the number of shares of the Securities set forth opposite such Underwriter's name in Schedule II hereto, except that, if Schedule I hereto provides for the sale of Securities pursuant to delayed delivery arrangements, the respective principal amounts of Securities to be purchased by the Underwriters shall be as set forth in Schedule II hereto less the respective amounts of Contract Securities determined as provided below. Securities to be purchased by the Underwriters are herein sometimes called the "Underwriters' Securities" and Securities to be purchased pursuant to Delayed Delivery Contracts as hereinafter provided are herein called "Contract Securities."

If so provided in Schedule I hereto, the Underwriters are authorized to solicit offers to purchase Securities from the Company pursuant to delayed delivery contracts ("Delayed Delivery Contracts"), substantially in the form of Schedule III hereto but with such changes therein as the Company and the Guarantor may authorize or approve. The Underwriters will endeavor to make such arrangements and, as compensation therefor, the Company will pay, and the Guarantor will cause the Company to pay, to the Representatives, for the account of the Underwriters, on the Closing Date, the percentage set forth in Schedule I hereto of the principal amount of the Securities for which Delayed Delivery Contracts are made. Delayed Delivery Contracts are to be with institutional investors, including commercial and savings banks, insurance companies, pension funds, investment companies and educational and charitable institutions. The Company will enter into, and the Guarantor will cause the Company to enter into, Delayed Delivery

Contracts in all cases where sales of Contract Securities arranged by the Underwriters have been approved by the Company but, except as the Company may otherwise agree, each such Delayed Delivery Contract must be for not less than the minimum principal amount set forth in Schedule I hereto and the aggregate principal amount of Contract Securities may not exceed the maximum aggregate principal amount set forth in Schedule I hereto. The Underwriters will not have any responsibility in respect of the validity or performance of Delayed Delivery Contracts. The principal amount of Securities to be purchased by each Underwriter as set forth in Schedule II hereto shall be reduced by an amount which shall bear the same proportion to the total principal amount of Contract Securities as the principal amount of Securities set forth opposite the name of such Underwriter bears to the aggregate principal amount set forth in Schedule

II hereto, except to the extent that you determine that such reduction shall be otherwise than in such proportion and so advise the Company in writing; PROVIDED, HOWEVER, that the total principal amount of Securities to be purchased by all Underwriters shall be the aggregate principal amount set forth in Schedule II hereto less the aggregate principal amount of Contract Securities.

3. DELIVERY AND PAYMENT. Delivery of and payment for the Underwriters' Securities shall be made on the date and at the time specified in Schedule I hereto (or such later date not later than five business days after such specified date as the Representatives shall designate), which date and time may be postponed by agreement among the Representatives, the Company and the Guarantor or as provided in Section 8 hereof (such date and time of delivery and payment for the Underwriters' Securities being herein called the "Closing Date"). Delivery of the Underwriters' Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer of immediately available funds. Delivery of the Underwriters' Securities shall be made at such location in The City of New York as the Representatives shall reasonably designate at least one business day in advance of the Closing Date and payment for the Securities shall be made at the office specified in Schedule I hereto. Certificates for the Underwriters' Securities shall be registered in such names (including the nominee for any depository which will hold Securities to be established for "book entry" issuance and transfer) and in such denominations as the Representatives may request not less than two full business days in advance of the Closing Date.

The Company and the Guarantor agree to have the Underwriters' Securities available for inspection, checking and packaging by the Representatives in New York, New York, not later than 1:00 p.m. on the business day prior to the Closing Date.

4. AGREEMENTS. The Company and the Guarantor jointly and severally agree with the several Underwriters that:

(a) The Company and the Guarantor will use their best efforts to cause the Registration Statement, if not effective at the Execution Time, and any amendment thereto, to become effective. Prior to the termination of the offering of the Securities, the Company and the Guarantor will not file any amendment to the Registration Statement or supplement (including the Final Prospectus or any Preliminary Final Prospectus) to the Basic Prospectus unless the Company and the Guarantor have furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, the Company and the Guarantor will cause the Final Prospectus, properly completed, and any supplement thereto to be filed with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company and the Guarantor will promptly advise the Representatives (i) when the Registration Statement, if not effective at the Execution Time, and any amendment thereto, shall have become effective, (ii) when the Final Prospectus, and any supplement thereto, shall have been filed with the Commission pursuant to Rule 424(b), (iii) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (iv) of any request by the Commission for any amendment of the Registration Statement or supplement to the Final Prospectus or for any additional information, (v) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for

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that purpose and (vi) of the receipt by the Company or the Guarantor of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company and the Guarantor will use their best efforts to prevent the issuance of any such stop order and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act, any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the Company and the Guarantor promptly will prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 4, an amendment or supplement which will correct such statement or omission or effect such

compliance.

(c) As soon as practicable, the Guarantor will make generally available to its security holders and to the Representatives an earnings statement or statements of the Guarantor and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(d) The Company and the Guarantor will furnish to the Representatives and counsel for the Underwriters, without charge, copies of the Registration Statement (including exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of any Preliminary Final Prospectus and the Final Prospectus and any supplement thereto as the Representatives may reasonably request. The Company and the Guarantor will pay the expenses of printing or other production of all documents relating to the offering.

(e) The Company and the Guarantor will use their best efforts to arrange for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate, will maintain such qualifications in effect so long as required for the distribution of the Securities and will arrange for the determination of the legality of the Securities for purchase by institutional investors; provided, however, that neither the Company nor the Guarantor shall be required to qualify to do business in any jurisdiction where it is not now qualified or to take any action which would subject it to general or unlimited service of process in any jurisdiction where they are not now subject.

(f) Until the business day following the Closing Date, the Company and the Guarantor will not, without the consent of the Representatives, offer, sell or contract to sell, or announce the offering of, any debt securities covered by the Registration Statement or any other registration statement filed under the Act.

#### 5. CONDITIONS TO THE OBLIGATIONS OF THE UNDERWRITERS.

The obligations of the Underwriters to purchase the Underwriters' Securities shall be subject to the accuracy in all material respects of the representations and warranties on the part of the Company and the Guarantor contained herein as of the Execution Time and the Closing Date, to the accuracy in all material respects of the statements of the Company and the Guarantor made in any certificates pursuant to the provisions hereof, to the performance in all material respects by the Company and the Guarantor of their obligations hereunder and to the following additional conditions:

(a) If the Registration Statement has not become effective prior to the Execution Time, unless the Representatives agree in writing to a later time, the Registration Statement will become effective not later than (i) 6:00 p.m. New York City time, on the date of determination of the public offering price, if such determination occurred at or prior to 3:00 p.m. New York City time on such date or (ii) 12:00 Noon on the business day following the day on which the public offering

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price was determined, if such determination occurred after 3:00 p.m. New York City time on such date; if filing of the Final Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the Final Prospectus, and any such supplement, shall have been filed in the manner and within the time period required by Rule 424(b); and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company and the Guarantor shall have furnished to the Representatives the opinion of [\_\_\_\_\_], Esq., Counsel of the Guarantor, dated the Closing Date, to the effect that:

(i) Each of the Company and the Guarantor is a corporation validly organized and presently subsisting under the laws of the Commonwealth of Pennsylvania with all requisite corporate power and authority to own its properties and conduct its business as described in the Final Prospectus, except for such power and authority the absence of which would not have a material adverse effect on the Guarantor or the Company, as the case may be; and the Guarantor is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended;

(ii) PNC Bank, National Association ("PNC Bank, N.A.") is a national banking organization validly existing in good standing under the laws of the United States, with all

requisite corporate power and authority to own, lease and operate its properties and conduct its business as described in the Final Prospectus, except for such power and authority the absence of which would not have a material adverse effect on PNC Bank, N.A.;

(iii) all the outstanding shares of capital stock of PNC Bank, N.A. have been duly and validly authorized and issued and (except as provided in 12 U.S.C. Section 55) are fully paid and nonassessable, and, except as otherwise set forth in the Final Prospectus, all outstanding shares of capital stock of PNC Bank, N.A. are owned by the Guarantor either directly or through wholly owned subsidiaries free and clear of any perfected security interest and, to the knowledge of such counsel, any other security interests, claims, liens or encumbrances;

(iv) the Guarantor's authorized equity capitalization, if set forth in the Final Prospectus, is as set forth in the Final Prospectus; the Securities conform in all material respects to the description thereof contained in the Final Prospectus; and, if the Securities are to be listed on any stock exchange, authorization therefor has been given, subject to official notice of issuance and evidence of satisfactory distribution, or the Company and the Guarantor have filed a preliminary listing application and all required supporting documents with respect to the Securities with such stock exchange and nothing has caused such counsel to believe that the Securities will not be authorized for listing, subject to official notice of issuance and evidence of satisfactory distribution;

(v) the Indenture has been duly authorized, executed and delivered, has been duly qualified under the Trust Indenture Act, and constitutes a legal, valid and binding instrument enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, receivership, readjustment of debt, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally or general equitable principles (whether considered in a proceeding in equity or at law); and the Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to this Agreement, in the case of the Underwriters' Securities, or by the purchasers thereof pursuant to Delayed Delivery Contracts, in the case of any Contract Securities, will constitute legal, valid and

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binding obligations of the Company and the Guarantor entitled to the benefits of the Indenture;

(vi) to the best knowledge of such counsel, there is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator involving the Guarantor or any of its subsidiaries, of a character required to be disclosed in the Registration Statement which is not adequately disclosed in the Final Prospectus, and there is no franchise, contract or other document of a character required to be described in the Registration Statement or Final Prospectus, or to be filed as an exhibit, which is not described or filed as required; and the statements included or incorporated in the Final Prospectus describing any legal proceedings or material contracts or agreements relating to the Guarantor or any of its subsidiaries fairly summarize such matters in all material respects;

(vii) the Registration Statement has become effective under the Act; any required filing of the Basic Prospectus, any Preliminary Final Prospectus and the Final Prospectus, and any supplements thereto, pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); to the best knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement and the Final Prospectus (other than the financial statements and other financial and statistical information contained or incorporated therein, and that part of the Registration Statement which constitutes the Statement of Eligibility and

Qualification (Form T-1) of the Trustee under the Trust Indenture Act, as to which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of that Act and the Exchange Act and the respective rules thereunder; and nothing has come to the attention of such counsel that has caused such counsel to believe that at the Effective Date the Registration Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Final Prospectus includes any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading except that such counsel does not express any opinion or belief as to the financial statements or schedules or other data of a statistical or financial nature included or incorporated therein or as to that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act;

(viii) this Agreement and any Delayed Delivery Contracts have been duly authorized, executed and delivered by the Company and the Guarantor;

(ix) no consent, approval, authorization or order of any court or governmental agency or body is required for the consummation of the transactions contemplated herein or in any Delayed Delivery Contracts, except such as have been obtained under the Act and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters and such other approvals (specified in such opinion) as have been obtained;

(x) neither the issue and sale of the Securities, nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof or of any Delayed Delivery Contracts will (A) violate the charter or by-laws of the Company or the Guarantor, or (B) violate, result in a breach of, or constitute a default under the terms of any material indenture or other material agreement or instrument known to such counsel and to which the Company, the Guarantor or PNC Bank, N.A. is a party or bound, or (C) violate any material order or regulation known to such counsel to be applicable to the Company, the Guarantor or PNC Bank, N.A. of any court, regulatory body, administrative

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agency, governmental body or arbitrator having jurisdiction over the Company, or the Guarantor or PNC Bank, N.A.; and

(xi) no holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

In rendering such opinion, such counsel will opine only as to matters involving the application of the laws of the Commonwealth of Pennsylvania or the United States and may rely (A) as to matters involving the application of laws of any jurisdiction other than the Commonwealth of Pennsylvania or the United States, to the extent deemed proper and specified in such opinion, upon the opinion of other counsel of good standing believed to be reliable and who are reasonably satisfactory to counsel for the Underwriters, except that it will not be required that such counsel obtain an opinion of New York counsel as to matters of New York law in order to render such opinion or that such counsel express an opinion as to matters arising under the laws of any jurisdiction other than the laws of the Commonwealth of Pennsylvania and matters of federal law arising under the laws of the United States of America, and (B) as to matters of fact, to the extent deemed proper, on certificates of responsible officers of the Company or the Guarantor and public officials. References to the Final Prospectus in this paragraph (b) include any supplements thereto at the Closing Date.

(c) The Representatives shall have received from Cravath, Swaine & Moore, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to the issuance and sale of the Securities, any Delayed Delivery Contracts, the Registration Statement, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(d) The Guarantor shall have furnished to the Representatives a certificate of the Guarantor, signed by the Chairman of the Board, the President, a Vice Chairman of the Board or any Executive or Senior Vice President and the principal financial or accounting officer of the Guarantor, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Final Prospectus, any supplement to the Final Prospectus and this Agreement and that:

(i) the representations and warranties of the Company and the Guarantor in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date and the Company and the Guarantor have complied in all material respects with all the agreements and satisfied in all material respects all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the Guarantor's knowledge, threatened; and

(iii) since the date of the most recent financial statements included in the Final Prospectus (exclusive of any supplement thereto), there has been no material adverse change in the condition (financial or other), earnings, business or properties of the Guarantor and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(e) At the Closing Date, Ernst & Young shall have furnished to the Representatives a letter or letters (which may refer to letters previously delivered to one or more of the Representatives), dated as of the Closing Date, in form and substance satisfactory to the Representatives, confirming that they are independent accountants within the meaning of the Act

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and the Exchange Act and the respective applicable published rules and regulations thereunder and stating in effect that:

(i) in their opinion the audited consolidated financial statements and financial statement schedules included or incorporated in the Registration Statement and the Final Prospectus and reported on by them comply in form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related published rules and regulations;

(ii) on the basis of a reading of the latest unaudited consolidated financial statements made available by the Guarantor and its subsidiaries; carrying out certain specified procedures (but not an audit in accordance with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth in such letter; a reading of the minutes of the meetings of the shareholders and directors of the Guarantor and the audit and executive committees thereof and inquiries of certain officials of the Guarantor who have responsibility for financial and accounting matters of the Guarantor and its subsidiaries as to transactions and events subsequent to the date of the most recent audited consolidated financial statements in or incorporated in the Final Prospectus, nothing came to their attention which caused them to believe that: (1) any unaudited consolidated financial statements included or incorporated in the Registration Statement and the Final Prospectus do not comply in form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect to the financial statements included or incorporated in quarterly reports on Form 10-Q under the Exchange Act; and said unaudited consolidated financial statements are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited consolidated financial statements included or incorporated in the Registration Statement and the Final Prospectus; or (2) with respect to the period subsequent to the date of the most recent audited consolidated financial statements incorporated in the

Registration Statement and the Final Prospectus, there were, at a specified date not more than five business days prior to the date of the letter, any increases in borrowed funds of the Guarantor and its subsidiaries or any decreases in the capital stock (defined as each of the individual dollar amounts of preferred stock, common stock, and capital surplus) of the Guarantor or the stockholders' equity of the Guarantor as compared with the amounts shown on the most recent consolidated balance sheet incorporated in the Registration Statement and the Final Prospectus, or for the period from the date of the most recent audited or unaudited consolidated financial statements incorporated in the Registration Statement and the Final Prospectus to such specified date there were any decreases, as compared with the corresponding period in the preceding year, in total or per share amounts of consolidated net income of the Guarantor or consolidated net interest income except in all instances for changes or decreases set forth in such letter, in which case the letter shall be accompanied by an explanation by the Guarantor as to the significance thereof unless said explanation is not deemed necessary by the Representative; and

(iii) they have performed certain other specified procedures as a result of which they determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Guarantor and its subsidiaries) set forth in the Registration Statement and the Final Prospectus, including the information included or incorporated in Items 1, 5, 6 and 7 of the Guarantor's Annual Report on Form 10-K for the most recent fiscal year incorporated in the Registration Statement and the Final Prospectus, and the information included in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" included or incorporated in the Guarantor's Quarterly Reports on Form 10-Q, incorporated in the Registration Statement and Final Prospectus, agrees with the accounting records of the Guarantor and its subsidiaries, excluding any questions of legal interpretation.

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References to the Final Prospectus in this paragraph (e) include any supplement thereto at the date of the letter.

If provided for in Schedule I hereto, at the Execution Time, Ernst & Young shall have furnished to the Representatives a letter or letters, dated as of the Execution Time, in form and substance satisfactory to the Representatives, to the effect set forth above.

(f) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (e) of this Section 5 or (ii) any change, or any development involving a prospective change, in or affecting the business or properties of the Guarantor and its subsidiaries the effect of which, in any case referred to in clause (i) or (ii) above, is, in the judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or the delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any supplement thereto).

(g) Subsequent to the Execution Time, there shall not have been any decrease in the ratings of any of the Guarantor's debt securities by Moody's Investors Service, Inc., or Standard & Poor's Corporation, or any public announcement that any such organization has under surveillance or review their ratings of any of the Guarantor's debt securities (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating), and if, in any such case, the effect thereof in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the purchase of the Securities.

(h) Prior to the Closing Date, the Company and the Guarantor shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request in connection with the offering of the Securities.

(i) The Company and the Guarantor shall have accepted Delayed Delivery Contracts in any case where sales of Contract Securities



arranged by the Underwriters have been approved by the Company.

If any of the conditions specified in this Section 5 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or telegraph confirmed in writing.

6. REIMBURSEMENT OF UNDERWRITERS' EXPENSES. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 5 hereof is not satisfied, because of any termination pursuant to Section 9 hereof or because of any refusal, inability or failure on the part of the Company or the Guarantor to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company and the Guarantor will reimburse the Underwriters severally upon demand for all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities. In no event shall the Company or the Guarantor be liable to the Underwriters for loss of anticipated profits from the transactions contemplated by this Agreement.

7. INDEMNIFICATION AND CONTRIBUTION. (a) The Company and the Guarantor agree to indemnify and hold harmless each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or

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several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that (i) the Company and the Guarantor will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company and the Guarantor by or on behalf of any Underwriter through the Representatives specifically for use in connection with the preparation thereof, or that part of the Registration Statement constituting the "Statement of Eligibility and Qualification" (Form T-1) of the Trustee under the Trust Indenture Act, and (ii) such indemnity with respect to the Basic Prospectus or any Preliminary Final Prospectus shall not inure to the benefit of any Underwriter (or any person controlling such Underwriter) from whom the person asserting any such loss, claim, damage or liability purchased the Securities which are the subject thereof if such person did not receive a copy of the Final Prospectus (or the Final Prospectus as supplemented) excluding documents incorporated therein by reference at or prior to the confirmation of the sale of such Securities, if any, to such person in any case where such delivery is required by the Act and the untrue statement or omission of a material fact contained in the Basic Prospectus or any Preliminary Final Prospectus was corrected in the Final Prospectus (or the Final Prospectus as supplemented). This indemnity agreement will be in addition to any liability which the Company and the Guarantor may otherwise have.

(b) Each Underwriter severally agrees to indemnify and hold harmless the Company and the Guarantor, each of their respective directors, each of their respective officers who signs the Registration Statement, and each person who controls the Company or the Guarantor within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company and the Guarantor to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company and the Guarantor by or on behalf of such Underwriter through the Representatives specifically for use in the preparation of the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company and the Guarantor acknowledge that the statements set forth in the last paragraph of the cover page, and under the heading "Underwriting" or "Plan of Distribution" and, if Schedule I hereto provides for sales of Securities pursuant to delayed

delivery arrangements, in the last sentence under the heading "Delayed Delivery Arrangements" in any Preliminary Final Prospectus or the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in the documents referred to in the foregoing indemnity, and you, as the Representatives, confirm that such statements are correct.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under paragraph (a) or (b) of this Section 7, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under paragraph (a) or (b) of this Section 7. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof, with counsel satisfactory to such indemnified party; PROVIDED, HOWEVER, that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of

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such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense of such action and approval by the indemnified party of such counsel, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (plus any local counsel), approved by the Representatives in the case of paragraph (a) of this Section 7, representing the indemnified parties under such paragraph (a) who are parties to such action), (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party; and except that, if clause (i) or (iii) is applicable, such liability shall be only in respect of the counsel referred to in such clause (i) or (iii).

(d) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in paragraph (a) or (b) of this Section 7 is unavailable, the Company and the Guarantor, on the one hand, and the Underwriters severally, on the other hand, shall contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) to which the Company, the Guarantor and one or more of the Underwriters may be subject in proportion to the relative benefits received by the Company and the Guarantor on the one hand and the Underwriters on the other from the offering of the Securities, such that the Underwriters are responsible for that portion represented by the percentage that the underwriting discount bears to the sum of such discount and the purchase price of the Securities specified in Schedule I hereto and the Company and the Guarantor are responsible for the balance; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Guarantor, on the one hand, and the Underwriters severally, on the other, shall contribute in such proportion as is appropriate to reflect not only such relative benefits as described in the immediately preceding sentence but also the relative fault of the Company and the Guarantor on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages and liabilities as well as any other relevant equitable considerations. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company or the Guarantor on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company, the Guarantor and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable

considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 7, each person who controls an Underwriter within the meaning of the Act shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company and the Guarantor who shall have signed the Registration Statement and each director of the Company and the Guarantor shall have the same rights to contribution as the Company and the Guarantor, subject in each case to the applicable terms and conditions of this paragraph (d). Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph (d), notify such party or parties from whom contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph (d).

8. DEFAULT BY AN UNDERWRITER. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and

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such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Securities set forth opposite their names in Schedule II hereto bears to the aggregate amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate amount of Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such non-defaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any non defaulting Underwriter or the Company or the Guarantor. In the event of a default by any Underwriter as set forth in this Section 8, the Closing Date shall be postponed for such period, not exceeding seven days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any non-defaulting Underwriter for damages occasioned by its default hereunder.

9. TERMINATION. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company and the Guarantor prior to delivery of and payment for the Securities, if prior to such time (i) trading in the Guarantor's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange, (ii) a banking moratorium shall have been declared either by Federal, New York State or Pennsylvania authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the judgment of the Representatives, impracticable to market the Securities.

10. REPRESENTATIONS AND INDEMNITIES TO SURVIVE. The respective agreements, representations, warranties, indemnities and other statements of the Company, the Guarantor or their respective officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or the Guarantor or any of the officers, directors or controlling persons referred to in Section 7 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 6 and 7 hereof shall survive the termination or cancellation of this Agreement.

11. NOTICES. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or transmitted by any standard form of telecommunication, at the address specified in Schedule I hereto; or, if sent to the Company or the Guarantor, will be mailed, delivered or transmitted by any standard form of telecommunication to it at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222, attention of the Senior Vice President and Chief Financial Officer of the Guarantor.

12. SUCCESSORS. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 7

hereof, and no other person will have any right or obligation hereunder.

13. APPLICABLE LAW. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

-- END OF PAGE --  
[signatures appear on following page]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Guarantor and the several Underwriters.

Very truly yours,  
PNC Funding Corp

By: \_\_\_\_\_  
Name:  
Title:

PNC Bank Corp.

By: \_\_\_\_\_  
Name:  
Title:

Confirmed and accepted,  
intending to be legally  
bound, as of the date specified  
in Schedule I hereto.

By:

By: \_\_\_\_\_  
Name:  
Title:

For itself and the other  
several Underwriters, if  
any, named in Schedule II  
to the foregoing Agreement.

SCHEDULE I

Underwriting Agreement dated

Registration Statement No.

Representatives:

Title, Purchase Price and Description of Securities:

Title:  
Principal Amount:  
Public offering price:  
Purchase price:

Sinking fund provisions:

Redemption provisions:

Other provisions:

Closing Date, Time and Location:

Type of Offering:

Delayed Delivery Arrangements:

Fee:

Minimum principal amount of each contract:

Maximum aggregate principal amount of all contracts:

Modification of items to be covered by the letter from Ernst & Young delivered pursuant to Section 5(e):

SCHEDULE II

Underwriters - -----	Principal Amount of Securities To Be Purchased -----
	-----
Total .....	=====

SCHEDULE III

[to be included if applicable]

[PNC Bank Corp. Letterhead]

October 1, 1999

Board of Directors  
PNC Bank Corp.  
One PNC Plaza  
249 Fifth Avenue  
Pittsburgh, PA 15222-2707

Gentlemen:

This opinion is issued in connection with the Registration Statement on Form S-3 (the "Registration Statement") of PNC Bank Corp. (the "Corporation") and PNC Funding Corp ("PNC Funding") to be filed with the Securities and Exchange Commission (the "Commission"), relating to the registration under the Securities Act of 1933, as amended (the "Securities Act"), of unsecured debt securities of PNC Funding ("Debt Securities"), guaranteed by the Corporation (the "Guarantees"), shares of the Corporation's common stock, par value \$5.00 per share ("Common Stock"), and shares of the Corporation's preferred stock, par value \$1.00 per share ("Preferred Stock"), with a proposed maximum offering price for such Debt Securities, Common Stock and Preferred Stock of \$1,500,000,000, plus an undetermined number of shares of Common Stock issuable upon conversion of the Preferred Stock to the extent any of such shares of Preferred Stock are by their terms convertible into Common Stock, and an undetermined number of shares of Preferred Stock in the form of depository shares ("Depository Shares") to be evidenced by depository receipts to be issued pursuant to a Deposit Agreement (in the form filed as Exhibit 4.4 to the Registration Statement, the "Deposit Agreement") in the event the Corporation elects to offer fractional interests in shares of Preferred Stock. The Common Stock, the Preferred Stock and the Depository Shares are collectively referred to as the "Registered Equity Securities". The Prospectus contained in the Registration Statement is referred to as the "Basic Prospectus". The term "Total Prospectus" refers to the Basic Prospectus and the applicable supplement to such Basic Prospectus with respect to a particular offering of Debt Securities or Registered Equity Securities.

As Chief Regional Counsel to the Corporation, I have examined (1) the Articles of Incorporation and By-laws, each as amended to date, of the Corporation; (2) the Articles of Incorporation and By-laws, each as amended to date, of PNC Funding; (3) the Indenture dated as of December 1, 1991, as amended and supplemented by the Supplemental Indenture dated as of February 15, 1993, filed as Exhibit 4.6 and Exhibit 4.7, respectively (as amended, the "Indenture"), pursuant to which the Debt Securities and related Guarantees will be issued; (4) the Deposit Agreement; (5) the Registration Statement, including the Basic Prospectus and the Exhibits being filed with it and as of this date incorporated therein by reference; (6) the resolutions adopted by the Corporation's Board of Directors at a meeting held on August 19, 1999; and (7) the Written

Action of the Board of Directors of PNC Funding dated as of August 19, 1999. I have also examined such records, certificates and other documents relating to the Corporation and PNC Funding that I have considered necessary or appropriate for the purposes of this opinion.

In making such examination and rendering the opinions set forth below, I have assumed: (i) the genuineness and authenticity of all signatures on original documents; (ii) the authenticity of all documents submitted to me as originals; and (iii) the conformity of originals of all documents submitted to me as certified, telecopied, photostated or reproduced copies and the authenticity of all originals of such documents.

I am admitted to practice law in the Commonwealth of Pennsylvania and do not purport to be an expert on or to express any opinion on any laws other than laws of the Commonwealth of Pennsylvania and the federal securities laws of the United States of America. This opinion speaks as of today's date and is limited to present statutes, regulations and judicial interpretations. In rendering this 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 agreements or other documents (or forms thereof) that I have examined in connection with this opinion hereafter be changed.

With respect to any Common Stock held as treasury shares that may be sold, my opinion is also subject to the condition that such shares had been validly issued before they were reacquired by the Corporation and became treasury

shares. With respect to my opinion relating to Depositary Shares, I have assumed that the Deposit Agreement has been duly authorized, executed and delivered by the Corporation and the applicable depositary, and that the depositary receipts have been duly countersigned by a registrar and the applicable depositary in accordance with the Deposit Agreement. With respect to each of the Common Stock and Preferred Stock, I have assumed that certificates evidencing such Registered Equity Securities have been duly countersigned by the applicable registrar and transfer agent.

Based upon the foregoing, and subject to the qualifications and limitations stated herein, I am of the opinion that:

(1) When the Registration Statement has become effective in accordance with applicable law, appropriate corporate action is taken with respect to Registered Equity Securities being issued and sold, and the Registered Equity Securities have been issued and sold upon the terms and conditions set forth in the Registration Statement and the Total Prospectus, with payment having been made therefor, then such Registered Equity Securities will be validly issued, fully paid and nonassessable. To the extent such Registered Equity Securities are shares of Preferred Stock that are convertible into Common Stock, when such shares are converted pursuant to and in accordance with the terms of the Preferred Stock, the shares of Common Stock so converted will be validly issued, fully paid and nonassessable.

(2) When the Registration Statement has become effective in accordance with applicable law, appropriate corporate action is taken with respect to the Debt Securities and related Guarantees being issued and sold, and the Debt Securities and related Guarantees are authenticated and issued pursuant to and in accordance with the terms and conditions set forth in the Indenture and delivered and sold as set forth in the Registration Statement and the Total Prospectus, with payment having been made therefor, then such Debt Securities and Guarantees will constitute valid and legally binding obligations of PNC Funding and the Corporation, respectively, except as enforceability is limited by applicable bankruptcy, insolvency, receivership, readjustment of

debt, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally or general equitable principles, whether considered in a proceeding in equity or at law.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to me under the caption "Legal Opinions" in the Prospectus included in Part I of the Registration Statement. In giving such consent, I do not thereby admit that I come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ VICTOR M. DIBATTISTA

Victor M. DiBattista  
Chief Regional Counsel

PNC Bank Corp. and Subsidiaries  
 Computation of Ratio of Earnings  
 to Fixed Charges

Exhibit 12.1

<TABLE>  
 <CAPTION>

Dollars in millions 1994	Six months ended		Year ended December 31		
	June 30, 1999	1998	1997	1996	1995
	<C>	<C>	<C>	<C>	<C>
<b>EARNINGS</b>					
Income before taxes and cumulative effect of changes in accounting principles \$1,209	\$ 967	\$1,710	\$1,618	\$1,527	\$ 627
Fixed charges excluding interest on deposits 1,104	602	1,366	1,171	1,098	1,487
----- Subtotal 2,313	1,569	3,076	2,789	2,625	2,114
Interest on deposits 1,160	684	1,471	1,457	1,428	1,552
----- Total \$3,473	\$2,253	\$4,547	\$4,246	\$4,053	\$3,666
=====					
<b>FIXED CHARGES</b>					
Interest on borrowed funds \$1,071	\$ 545	\$1,267	\$1,098	\$1,065	\$1,454
Interest component of rentals 32	25	37	29	31	32
Amortization of notes and debentures 1		2	1	1	1
Distributions on mandatorily redeemable capital securities	32	60	43	1	
----- Subtotal 1,104	602	1,366	1,171	1,098	1,487
Interest on deposits 1,160	684	1,471	1,457	1,428	1,552
----- Total \$2,264	\$1,286	\$2,837	\$2,628	\$2,526	\$3,039
=====					
<b>RATIO OF EARNINGS TO FIXED CHARGES</b>					
Excluding interest on deposits 2.10x	2.61x	2.25x	2.38x	2.39x	1.42x
Including interest on deposits 1.53	1.75	1.60	1.62	1.60	1.21
=====					

</TABLE>



PNC Bank Corp. and Subsidiaries  
 Computation of Ratio of Earnings  
 to Fixed Charges and  
 Preferred Stock Dividends

Exhibit 12.2

<TABLE>  
 <CAPTION>

Dollars in millions 1994	Six months ended		Year ended December 31		
	June 30, 1999	1998	1997	1996	1995
-----					
<S>	<C>	<C>	<C>	<C>	<C>
<C>					
EARNINGS					
Income before taxes and cumulative effect of changes in accounting principles	\$967	\$1,710	\$1,618	\$1,527	\$627
\$1,209					
Fixed charges and preferred stock dividends excluding interest on deposits	617	1,395	1,201	1,106	1,492
1,112					
-----					
Subtotal	1,584	3,105	2,819	2,633	2,119
2,321					
Interest on deposits	684	1,471	1,457	1,428	1,552
1,160					
-----					
Total	\$2,268	\$4,576	\$4,276	\$4,061	\$3,671
\$3,481					
=====					
FIXED CHARGES					
Interest on borrowed funds	\$545	\$1,267	\$1,098	\$1,065	\$1,454
\$1,071					
Interest component of rentals	25	37	29	31	32
32					
Amortization of notes and debentures		2	1	1	1
1					
distributions on mandatorily redeemable Capital Securities of subsidiary trusts	32	60	43	1	
Preferred stock dividend requirements	15	29	30	8	5
8					
-----					
Subtotal	617	1,395	1,201	1,106	1,492
1,112					
Interest on deposits	684	1,471	1,457	1,428	1,552
1,160					
-----					
Total	\$1,301	\$2,866	\$2,658	\$2,534	\$3,044
\$2,272					
=====					
RATIO OF EARNINGS TO FIXED CHARGES AND PREFERRED STOCK DIVIDENDS					
Excluding interest on deposits	2.57x	2.23x	2.35x	2.38x	1.42x
2.09x					
Including interest on deposits	1.74	1.60	1.61	1.60	1.21
1.53					
=====					

</TABLE>

Consent of Independent Auditors

We consent to the reference to our firm under the caption "Experts" in the Registration Statement on Form S-3, and related Prospectus of PNC Bank Corp. and PNC Funding Corp for the registration of \$1,500,000,000 of common stock, preferred stock, guarantees, depository shares, and debt securities and to the incorporation by reference therein of our report dated January 22, 1999, with respect to the consolidated financial statements of PNC Bank Corp. incorporated by reference in its Annual Report on Form 10-K for the year ended December 31, 1998, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

Pittsburgh, Pennsylvania  
October 1, 1999

POWER OF ATTORNEY

PNC Bank Corp.  
Shelf Registration

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned Directors and/or Officers of PNC Bank Corp. (the "Corporation"), a Pennsylvania corporation, hereby names, constitutes and appoints Randall C. King or Thomas R. Moore, or either of them, individually, with full power of substitution, such person's true and lawful attorney-in-fact and agent to execute in such person's name, place and stead, in any and all capacities, a Registration Statement on Form S-3 (or other appropriate form) for the registration under the Securities Act of 1933, as amended, of (i) guarantees by the Corporation of PNC Funding Corp's unsecured debt securities ("Debt Securities"), which Registration Statement shall also relate to such Debt Securities, (ii) shares of the Corporation's common stock, par value \$5 per share ("Common Stock"), and (iii) shares of the Corporation's preferred stock, par value \$1 per share ("Preferred Stock"), with a proposed maximum aggregate offering price for such Debt Securities, Common Stock and Preferred Stock of \$1,500,000,000, plus an undetermined number of shares of the Corporation's Common Stock issuable upon conversion of shares of the Preferred Stock to the extent any of such shares of Preferred Stock are by their terms convertible into Common Stock, and an undetermined number of shares of Preferred Stock in the form of depository shares to be evidenced by depository receipts to be issued pursuant to a deposit agreement in the event the Corporation elects to offer to the public fractional interests in shares of Preferred Stock, and to execute in such person's name, place and stead, in any and all capacities, any and all amendments to said Registration Statement.

And such persons hereby ratify and confirm all that any said attorney-in-fact or agent, or any substitute, shall lawfully do or cause to be done by virtue hereof.

Witness the due execution hereof by the following persons in the capacities indicated as of this August 19, 1999.

Name/Signature - - - - -	Capacity - - - - -
/s/ THOMAS H. O'BRIEN - - - - - Thomas H. O'Brien	Chairman, Chief Executive Officer and Director
- - - - - Paul W. Chellgren	Director
/s/ ROBERT N. CLAY - - - - - Robert N. Clay	Director
/s/ GEORGE A. DAVIDSON, JR. - - - - - George A. Davidson, Jr.	Director
/s/ DAVID F. GIRARD-DICARLO - - - - - David F. Girard-diCarlo	Director
/s/ WALTER E. GREGG, JR. - - - - - Walter E. Gregg	Vice Chairman and Director
/s/ WILLIAM R. JOHNSON - - - - - William R. Johnson	Director
/s/ BRUCE LINDSAY - - - - - Bruce Lindsay	Director
/s/ W. CRAIG MCCLELLAND - - - - - W. Craig McClelland	Director
/s/ JANE G. PEPPER - - - - - Jane G. Pepper	Director
/s/ JACKSON H. RANDOLPH - - - - - Jackson H. Randolph	Director

/s/ JAMES E. ROHR ----- James E. Rohr	President, Chief Operating Officer and Director
/s/ RODERIC H. ROSS ----- Roderic H. Ross	Director
/s/ RICHARD P. SIMMONS ----- Richard P. Simmons	Director
/s/ THOMAS J. USHER ----- Thomas J. Usher	Director
/s/ MILTON A. WASHINGTON ----- Milton A. Washington	Director
/s/ HELGE H. WEHMEIER ----- Helge H. Wehmeier	Director

Power of Attorney - 2

POWER OF ATTORNEY

PNC FUNDING CORP  
Shelf Registration

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned Directors and/or Officers of PNC Funding Corp (the "Corporation") hereby names, constitutes and appoints Randall C. King or Thomas R. Moore, or either of them, individually, with full power of substitution, such person's true and lawful attorney-in-fact and agent to execute in such person's name, place and stead, in any and all capacities, a Registration Statement on Form S-3 (or other appropriate form) for the registration under the Securities Act of 1933, as amended, of up to \$1,500,000,000 principal amount of the Corporation's unsecured debt securities (or if any such debt securities are issued at an original issue discount, such greater amount as shall result in net proceeds of up to \$1,500,000,000 to the Corporation) and guarantees thereon of PNC Bank Corp., and to execute in such person's name, place and stead, in any and all capacities, any and all amendments to said Registration Statement.

And such persons hereby ratify and confirm all that any said attorney-in-fact or agent, or any substitute, shall lawfully do or cause to be done by virtue hereof.

Witness the due execution hereof by the following person in the capacities indicated as of this 19th day of August, 1999.

Name/Signature - -----	Capacity -----
/s/ WALTER E. GREGG, JR. ----- Walter E. Gregg, Jr.	Director
/s/ ROBERT L. HAUNSCHILD ----- Robert L. Haunschild	Chairman, President and Director
/s/ RANDALL C. KING ----- Randall C. King	Senior Vice President and Director
/s/ MARIA C. SCHAFFER ----- Maria C. Schaffer	Vice President and Controller

POWER OF ATTORNEY

PNC Bank Corp.  
Shelf Registration

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Director of PNC Bank Corp. (the "Corporation"), a Pennsylvania corporation, hereby names, constitutes and appoints Randall C. King or Thomas R. Moore, or either of them, individually, with full power of substitution, such person's true and lawful attorney-in-fact and agent to execute in such person's name, place and stead, in any and all capacities, a Registration Statement on Form S-3 (or other appropriate form) for the registration under the Securities Act of 1933, as amended, of (i) guarantees by the Corporation of PNC Funding Corp's unsecured debt securities ("Debt Securities"), which Registration Statement shall also relate to such Debt Securities, (ii) shares of the Corporation's common stock, par value \$5 per share ("Common Stock"), and (iii) shares of the Corporation's preferred stock, par value \$1 per share ("Preferred Stock"), with a proposed maximum aggregate offering price for such Debt Securities, Common Stock and Preferred Stock of \$1,500,000,000, plus an undetermined number of shares of the Corporation's Common Stock issuable upon conversion of shares of the Preferred Stock to the extent any of such shares of Preferred Stock are by their terms convertible into Common Stock, and an undetermined number of shares of Preferred Stock in the form of depository shares to be evidenced by depository receipts to be issued pursuant to a deposit agreement in the event the Corporation elects to offer to the public fractional interests in shares of Preferred Stock, and to execute in such person's name, place and stead, in any and all capacities, any and all amendments to said Registration Statement.

And such person hereby ratifies and confirms all that any said attorney-in-fact or agent, or any substitute, shall lawfully do or cause to be done by virtue hereof.

Witness the due execution hereof by the following person in the capacity indicated as of the 19th day of August, 1999.

Name/Signature	Capacity
- -----	-----
 /s/ PAUL W. CHELLGREN	 Director
- -----	
Paul W. Chellgren	

SECURITIES AND EXCHANGE COMMISSION  
 Washington, D. C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY  
 UNDER THE TRUST INDENTURE ACT OF 1939 OF  
 A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF  
 A TRUSTEE PURSUANT TO SECTION 305 (b) (2) \_\_\_\_\_

THE CHASE MANHATTAN BANK  
 (Exact name of trustee as specified in its charter)

NEW YORK 13-4994650  
 (State of incorporation (I.R.S. employer  
 if not a national bank) identification No.)

270 PARK AVENUE 10017  
 NEW YORK, NEW YORK (Zip Code)  
 (Address of principal executive offices)

William H. McDavid  
 General Counsel  
 270 Park Avenue  
 New York, New York 10017  
 Tel: (212) 270-2611  
 (Name, address and telephone number of agent for service)

PNC FUNDING CORPORATION  
 (Exact name of obligor as specified in its charter)

PENNSYLVANIA 25-1234372  
 (State or other jurisdiction of (I.R.S. employer  
 incorporation or organization) identification No.)

1600 MARKET ST. 19101  
 PHILADELPHIA, PENNSYLVANIA (Zip Code)  
 (Address of principal executive offices)

DEBT SECURITIES  
 (Title of the indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to  
 which it is subject.

New York State Banking Department, State House, Albany, New York  
 12110.

Board of Governors of the Federal Reserve System, Washington, D.C.,  
 20551

Federal Reserve Bank of New York, District No. 2, 33 Liberty  
 Street, New York, N.Y.

Federal Deposit Insurance Corporation, Washington, D.C., 20429.

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such  
 affiliation.

None.

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Item 16. List of Exhibits

List below all exhibits filed as a part of this Statement of Eligibility.

1. A copy of the Articles of Association of the Trustee as now in effect, including the Organization Certificate and the Certificates of Amendment dated February 17, 1969, August 31, 1977, December 31, 1980, September 9, 1982, February 28, 1985, December 2, 1991 and July 10, 1996 (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

2. A copy of the Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

3. None, authorization to exercise corporate trust powers being contained in the documents identified above as Exhibits 1 and 2.

4. A copy of the existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

5. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the Trustee, The Chase Manhattan Bank, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York, on the 30th day of September, 1999.

THE CHASE MANHATTAN BANK

By /s/WILLIAM G. KEENAN

-----  
William G. Keenan  
Trust Officer

-3-

Exhibit 7 to Form T-1

Bank Call Notice

RESERVE DISTRICT NO. 2  
CONSOLIDATED REPORT OF CONDITION OF

The Chase Manhattan Bank  
of 270 Park Avenue, New York, New York 10017  
and Foreign and Domestic Subsidiaries,  
a member of the Federal Reserve System,

at the close of business March 31, 1999,  
in accordance with a call made by the Federal  
Reserve Bank of this District pursuant to the



provisions of the Federal Reserve Act.

DOLLAR AMOUNTS

ASSETS

IN MILLIONS

Cash and balances due from depository institutions:		
Noninterest-bearing balances and		
currency and coin .....	\$	15,364
Interest-bearing balances .....		3,811
Securities: .....		
Held to maturity securities.....		1,084
Available for sale securities.....		49,894
Federal funds sold and securities purchased under		
agreements to resell .....		27,638
Loans and lease financing receivables:		
Loans and leases, net of unearned income	\$131,839	
Less: Allowance for loan and lease losses	2,642	
Less: Allocated transfer risk reserve .....	0	
	-----	
Loans and leases, net of unearned income,		
allowance, and reserve .....		129,197
Trading Assets .....		45,483
Premises and fixed assets (including capitalized		
leases).....		3,124
Other real estate owned .....		242
Investments in unconsolidated subsidiaries and		
associated companies.....		171
Customers' liability to this bank on acceptances		
outstanding .....		974
Intangible assets .....		2,017
Other assets .....		12,477
		-----
TOTAL ASSETS .....		\$291,476
		=====

<TABLE>  
<CAPTION>

LIABILITIES

<S>	<C>	<C>
Deposits		
In domestic offices .....	\$102,273	
Noninterest-bearing .....	\$ 39,135	
Interest-bearing .....	63,138	
In foreign offices, Edge and Agreement,		
subsidiaries and IBF's .....	74,586	
Noninterest-bearing.....	\$ 4,221	
Interest-bearing .....	70,365	
Federal funds purchased and securities sold under agree-		
ments to repurchase .....	41,039	
Demand notes issued to the U.S. Treasury .....	1,000	
Trading liabilities .....	32,929	
Other borrowed money (includes mortgage indebtedness and obligations under		
capitalized leases):		
With a remaining maturity of one year or less .....	4,353	
With a remaining maturity of more than one year		
through three years.....	14	
With a remaining maturity of more than three years.....	92	
Bank's liability on acceptances executed and outstanding	974	
Subordinated notes and debentures .....	5,427	
Other liabilities .....	9,684	
TOTAL LIABILITIES .....	272,371	
	-----	

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock .....	1,211
Surplus (exclude all surplus related to preferred stock).....	11,016
Undivided profits and capital reserves .....	7,040
Net unrealized holding gains (losses)	
on available-for-sale securities .....	(179)
Accumulated net gains (losses) on cash flow hedges.....	0
Cumulative foreign currency translation adjustments .....	17
TOTAL EQUITY CAPITAL .....	19,105
	-----

TOTAL LIABILITIES AND EQUITY CAPITAL ..... \$291,476  
=====

</TABLE>

I, Joseph L. Sclafani, E.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

WALTER V. SHIPLEY )  
THOMAS G. LABRECQUE ) DIRECTORS  
WILLIAM B. HARRISON, JR. )