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

FORM 10-Q

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

For the quarterly period ended June 30, 2006

or

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

For the transition period from _____ to _____

Commission file number 001-09718

The PNC Financial Services Group, Inc.

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of
incorporation or organization)

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

One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707
(Address of principal executive offices)
(Zip Code)

(412) 762-2000
(Registrant's telephone number, including area code)

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

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

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

Large accelerated filer Accelerated filer Non-accelerated filer

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

Yes No

As of July 31, 2006, there were 294,455,070 shares of the registrant's common stock (\$5 par value) outstanding.

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CONSOLIDATED FINANCIAL HIGHLIGHTS

THE PNC FINANCIAL SERVICES GROUP, INC.

Dollars in millions, except per share data

Unaudited

Three months ended June 30

2006

2005

Six months ended June 30

2006

2005

FINANCIAL PERFORMANCE

Revenue

Net interest income, taxable-equivalent basis (a)	\$562	\$541	\$1,125	\$1,053
Noninterest income	1,230	929	2,415	1,903
Total revenue	\$1,792	\$1,470	\$3,540	\$2,956
Net income	\$381	\$282	\$735	\$636
Per common share				
Diluted earnings	\$1.28	\$.98	\$2.47	\$2.22
Cash dividends declared	\$.55	\$.50	\$1.05	\$1.00

SELECTED RATIOS

Net interest margin	2.90%	3.00%	2.93%	3.01%
Noninterest income to total revenue	69	63	68	65
Efficiency	64	71	66	69
Return on				
Average common shareholders' equity	17.49%	14.34%	17.08%	16.68%
Average assets	1.64	1.29	1.60	1.50

See page 33 for a glossary of certain terms used in this Report.

Certain prior period amounts included in these Consolidated Financial Highlights have been reclassified to conform with the current period presentation.

- (a) The interest income earned on certain earning assets is completely or partially exempt from federal income tax. As such, these tax-exempt instruments typically yield lower returns than a taxable investment. To provide more meaningful comparisons of yields and margins for all earning assets, we also provide revenue on a taxable-equivalent basis by increasing the interest income earned on tax-exempt assets to make it fully equivalent to interest income on other taxable investments. This adjustment is not permitted under generally accepted accounting principles (GAAP) in the Consolidated Income Statement.

The following is a reconciliation of net interest income as reported in the Consolidated Income Statement to net interest income on a taxable-equivalent basis (in millions):

	Three months ended June 30		Six months ended June 30	
	2006	2005	2006	2005
Net interest income, GAAP basis	\$556	\$534	\$1,112	\$1,040
Taxable-equivalent adjustment	6	7	13	13
Net interest income, taxable-equivalent basis	\$562	\$541	\$1,125	\$1,053

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Unaudited	June 30 2006	December 31 2005	June 30 2005
BALANCE SHEET DATA (dollars in millions, except per share data)			
Assets	\$94,914	\$91,954	\$90,794
Loans, net of unearned income	50,548	49,101	49,317
Allowance for loan and lease losses	611	596	628
Securities	21,724	20,710	20,437
Loans held for sale	2,165	2,449	2,275
Deposits	63,493	60,275	58,673
Borrowed funds	15,651	16,897	18,206
Shareholders' equity	8,827	8,563	8,243
Common shareholders' equity	8,820	8,555	8,235
Book value per common share	29.92	29.21	28.35
Common shares outstanding (millions)	295	293	290
Loans to deposits	80%	81%	84%
ASSETS UNDER MANAGEMENT (billions)	\$506	\$494	\$456
FUND ASSETS SERVICED (billions)			
Accounting/administration net assets	\$743	\$835	\$766
Custody assets	389	476	462
CAPITAL RATIOS			
Tier 1 risk-based (a)	8.8%	8.3%	8.3%
Total risk-based (a)	12.4	12.1	11.9
Leverage (a)	7.7	7.2	7.2
Tangible common equity	5.2	5.0	5.0
Common shareholders' equity to assets	9.3	9.3	9.1
ASSET QUALITY RATIOS			
Nonperforming assets to loans, loans held for sale and foreclosed assets	.44%	.42%	.32%
Nonperforming loans to loans	.41	.39	.27
Net charge-offs (recoveries) to average loans (for the three months ended) (b)	.24	.33	(.32)
Allowance for loan and lease losses to loans	1.21	1.21	1.27
Allowance for loan and lease losses to nonperforming loans	294	314	476

(a) The regulatory minimums are 4.0% for Tier 1, 8.0% for Total, and 3.0% for Leverage ratios. The well-capitalized levels are 6.0% for Tier 1, 10.0% for Total, and 5.0% for Leverage ratios.

(b) This ratio for the three months ended June 30, 2005 (net recoveries of \$38 million annualized and divided by average loans of \$47.1 billion) reflects the impact of a \$53 million loan recovery during that quarter. Excluding the impact of this recovery, the ratio of net charge-offs to average loans for the second quarter of 2005 would have been .13%.

FINANCIAL REVIEW

THE PNC FINANCIAL SERVICES GROUP, INC.

This Financial Review should be read together with our unaudited Consolidated Financial Statements and unaudited Statistical Information included elsewhere in this Report and with Items 6, 7, 8 and 9A of our 2005 Annual Report on Form 10-K ("2005 Form 10-K"). We have reclassified certain prior period amounts to conform with the current period presentation. For information regarding certain business and regulatory risks, see the Risk Factors and Risk Management sections in this Financial Review and Items 1A and 7 of our 2005 Form 10-K. Also, see the Cautionary Statement Regarding Forward-Looking Information and Critical Accounting Policies And Judgments sections in this Financial Review for certain other factors that could cause actual results or future events to differ, perhaps materially, from those anticipated in the forward-looking statements included in this Report or from historical performance. See Note 13 Segment Reporting in the Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report for a reconciliation of total business segment earnings to total PNC consolidated net income as reported on a generally accepted accounting principles ("GAAP") basis.

EXECUTIVE SUMMARY

THE PNC FINANCIAL SERVICES GROUP, INC.

PNC is one of the largest diversified financial services companies in the United States, operating businesses engaged in retail banking, corporate and institutional banking, asset management and global fund processing services. We operate directly and through numerous subsidiaries, providing many of our products and services nationally and others in our primary geographic markets in Pennsylvania; New Jersey; the greater Washington, DC area, including Virginia and Maryland; Ohio; Kentucky and Delaware. We also provide certain asset management and global fund processing services internationally.

KEY STRATEGIC GOALS

Our strategy to enhance shareholder value centers on achieving revenue growth in our various businesses underpinned by prudent management of risk, capital and expenses. In each of our business segments, the primary drivers of growth are the acquisition, expansion and retention of customer relationships. We strive to achieve such growth in our customer base by providing convenient banking options, leading technological systems and a broad range of asset management products and services. We also intend to grow through appropriate and targeted acquisitions and, in certain businesses, by expanding into new geographical markets.

In recent years, we have managed our interest rate risk to achieve a moderate risk profile with limited exposure to earnings volatility resulting from interest rate fluctuations. Our actions have created a balance sheet characterized by strong asset quality and significant flexibility to take advantage, where appropriate, of changing interest rates and to adjust to changing market conditions.

On February 15, 2006, we announced that BlackRock and Merrill Lynch had entered into a definitive agreement pursuant to which Merrill Lynch will contribute its investment management business to BlackRock in exchange for newly issued BlackRock common and preferred stock. Upon the closing of this transaction, which we expect to occur around September 30, 2006, BlackRock's assets under management would increase to approximately \$1 trillion and Merrill Lynch would own 65 million equity shares, or approximately 49%, of the combined company. At the closing of the transaction, we expect to continue to own approximately 44 million shares of BlackRock common stock, representing an ownership interest of approximately 34%. In addition, upon closing, the carrying value of our investment in BlackRock would

increase, based on the price of BlackRock stock at the time of announcement of this transaction and other factors, resulting in our recognizing an after-tax gain we currently estimate to be approximately \$1.6 billion. This gain would significantly enhance our capital position and our tangible common equity ratio.

This transaction must be approved by BlackRock shareholders and is subject to obtaining appropriate regulatory and other approvals. We currently control more than 80% of the voting interest in BlackRock and will vote our interest in support of the transaction.

Additional information on this transaction is included in Note 2 Acquisitions in the Notes To Consolidated Financial Statements in this Report. To the extent that statements we make in this Report about our expectations for future results include results from BlackRock, those expectations do not give any effect to the impact to PNC from the change to the equity method of accounting for PNC's interest in BlackRock that would take place when BlackRock and Merrill Lynch close this transaction.

THE ONE PNC INITIATIVE

As further described in our 2005 Form 10-K, the One PNC initiative began in January 2005 and is an ongoing, company-wide initiative with goals of moving closer to the customer, improving our overall efficiency and targeting resources to more value-added activities. PNC expects to realize \$400 million of total annual pretax earnings benefit by mid-2007 from this initiative.

PNC plans to achieve approximately \$300 million of cost savings through a combination of workforce reduction and other efficiencies. Of the approximately 3,000 positions to be eliminated, approximately 2,400 had been eliminated as of June 30, 2006. We estimate that these changes will result in employee severance and other implementation costs of approximately \$74 million, including \$54 million recognized during the second half of 2005 and \$9 million recognized during the first six months of 2006. We expect that the remaining charges of approximately \$11 million will be incurred later in 2006 and early 2007. In addition, PNC intends to achieve at least \$100 million in net revenue growth through the implementation of various pricing and business growth enhancements driven by the One PNC initiative. Initiatives are progressing according to plan.

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We realized a net pretax financial benefit from the One PNC program of approximately \$120 million in the first six months of 2006, including \$60 million in the second quarter. We expect to capture approximately \$265 million in cumulative value by the end of 2006 as originally planned.

KEY FACTORS AFFECTING FINANCIAL PERFORMANCE

Our financial performance is substantially affected by several external factors outside of our control, including:

- General economic conditions,
- Loan demand and utilization of credit commitments,
- The level of interest rates, and the shape of the interest rate yield curve,
- The performance of the capital markets, and
- Customer demand for other products and services.

In addition to changes in general economic conditions, including the direction, timing and magnitude of movement in interest rates and the performance of the capital markets, our success in the remainder of 2006 will depend, among other things, upon:

- Further success in the acquisition, growth and retention of customers,
- Successful execution of the One PNC initiative,
- Revenue growth,
- A sustained focus on expense management and improved efficiency,
- Maintaining strong overall asset quality, and
- Prudent risk and capital management.

SUMMARY FINANCIAL RESULTS

In millions, except per share data	Three months ended		Six months ended	
	June 30 2006	June 30 2005	June 30 2006	June 30 2005
Net income	\$381	\$282	\$735	\$636
Diluted earnings per share	\$1.28	\$.98	\$2.47	\$2.22
Return on				
Average common shareholders' equity	17.49%	14.34%	17.08%	16.68%
Average assets	1.64%	1.29%	1.60%	1.50%

Results for the first six months of 2005 reflected the impact of the reversal of deferred tax liabilities that benefited earnings by \$45 million, or \$.16 per diluted share, in the first quarter of 2005 related to our transfer of ownership in BlackRock from PNC Bank, National Association ("PNC Bank, N.A.") to PNC Bancorp, Inc. that occurred in January 2005.

Our second quarter 2006 performance included the following accomplishments:

- Net income for the second quarter increased 35% compared with the second quarter of 2005, substantially due to a 32% increase in total noninterest income.
- Solid growth in revenue and well-managed expenses propelled strong improvement in operating leverage compared with the prior year second quarter.
- Average loans for the second quarter of 2006 increased \$2.8 billion, or 6%, compared with the second quarter of 2005, primarily as a result of increased residential mortgage, commercial and commercial real estate loans, in part due to our expansion into the greater Washington, DC area. In addition, average loans for the second quarter of 2005 included \$2.0 billion related to the Market Street Funding commercial paper conduit that was deconsolidated in October 2005.
- Average deposits for the second quarter increased \$6.0 billion, or 11%, compared with the same quarter in the prior year, primarily as the result of an increase in Eurodollar deposits, retail certificates of deposit, money market deposits, and demand and other noninterest-bearing deposits, in part due to our expansion into the greater Washington, DC area.
- Asset quality remained very strong, with the ratio of nonperforming assets to loans, loans held for sale and foreclosed assets at .44%. The ratio of net charge-offs to average loans was .24% for the quarter.
- We increased the common stock dividend 10%, to 55 cents per share, and repurchased approximately 1.8 million of our common shares during the second quarter of 2006.

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BALANCE SHEET HIGHLIGHTS

Total assets were \$94.9 billion at June 30, 2006. Total average assets were \$92.8 billion for the first six months of 2006 compared with \$85.5 billion for the first six months of 2005. This increase was primarily attributable to a \$6.8 billion increase in interest-earning assets. An increase of \$3.9 billion in average loans was the primary factor for the increase in average interest-earning assets. In addition, average total securities increased \$3.3 billion in the first half of 2006 compared with the prior year period.

Average total loans were \$49.5 billion for the first six months of 2006 and \$45.6 billion in the first six months of 2005. This increase was driven by continued improvements in market loan demand and targeted sales efforts across our banking businesses, as well as our expansion into the greater Washington, DC area that began in May 2005. The increase in average total loans reflected growth in residential mortgages of approximately \$2.0 billion, commercial loans of approximately \$1.4 billion, and commercial real estate loans of approximately \$.8 billion. In addition, average loans for the first half of 2005 included \$2.1 billion related to Market Street Funding ("Market Street") which was deconsolidated in October 2005. Loans represented 64% of average interest-earning assets for the first six months of 2006 and 65% for the first six months of 2005.

Average securities totaled \$21.2 billion for the first six months of 2006 and \$17.9 billion for the first six months of 2005. Of this increase, \$3.0 billion was attributable to increases in mortgage-backed, asset-backed, and other debt securities. The higher average securities balances reflected our desire to continue investing through the interest rate cycle and the Riggs acquisition. Securities comprised 28% of average interest-earning assets for the first half of 2006 and 26% for the first half of 2005.

Average total deposits were \$61.8 billion for the first six months of 2006, an increase of \$6.8 billion over the first six months of 2005. The increase in average total deposits was primarily driven by the impact of higher certificates of deposit, money market account and noninterest-bearing deposit balances, and by higher Eurodollar deposits. Similar to its impact on average loans and securities described above, our expansion into the greater Washington, DC area also contributed to the increase in average total deposits. Average total deposits represented 67% of average total assets for the first half of 2006 and 64% for the first half of 2005. Average transaction deposits were \$41.0 billion for the first six months of 2006 compared with \$37.8 billion for the first six months of 2005.

Average borrowed funds were \$15.4 billion for the first six months of 2006 and \$15.7 billion for the first six months of 2005. This decrease was primarily due to a significant decline in commercial paper due to the deconsolidation of Market Street in October 2005, partially offset by net increases in bank notes and senior debt, subordinated debt and federal funds purchased.

Shareholders' equity totaled \$8.8 billion at June 30, 2006, compared with \$8.6 billion at December 31, 2005. See the Consolidated Balance Sheet Review section of this Financial Review for additional information.

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BUSINESS SEGMENT HIGHLIGHTS

In millions	Three months ended		Six months ended	
	June 30 2006	June 30 2005	June 30 2006	June 30 2005
Total segment earnings	\$390	\$383	\$783	\$712

Total business segment earnings for the second quarter and first half of 2005 included the benefit of a \$53 million loan recovery included in the Corporate & Institutional Banking business segment. A summary of results for both the first half and second quarter of 2006 comparisons with the prior year periods follows. Further analysis of business segment results for the six-month periods is found on pages 15 through 23.

We provide a reconciliation of total business segment earnings to total PNC consolidated net income as reported on a GAAP basis in Note 13 Segment Reporting in the Notes To Consolidated Financial Statements in this Report and in the Results of Businesses - Summary table on page 15.

Retail Banking

Retail Banking's earnings were \$375 million for the first six months of 2006 compared with \$311 million for the same period in 2005. Compared with the prior year, revenues increased 12% and noninterest expenses increased 5%, resulting in a 21% earnings improvement. The increase in earnings was driven by higher taxable-equivalent net interest income fueled by continued customer and balance sheet growth along with improved fee income from customers and a sustained focus on expense management.

Earnings from Retail Banking totaled \$185 million in the second quarter of 2006 compared with \$162 million in the second quarter of 2005. Revenue increased 10% compared with the second quarter of 2005, while noninterest expense increased only 4%, driving a 14% increase in earnings.

Corporate & Institutional Banking

Earnings from Corporate & Institutional Banking for the first six months of 2006 totaled \$221 million compared with \$254 million for the first six months of 2005. This decline was primarily attributable to a \$53 million loan recovery recognized in the second quarter of 2005 compared with a \$29 million provision for credit losses in the first half of 2006. In addition to the \$81 million swing in the provision for credit losses, total revenue increased \$91 million and noninterest expenses grew by \$59 million for the first six months of 2006 compared with the comparable 2005 period.

Corporate & Institutional Banking earned \$116 million in the second quarter of 2006 compared with \$144 million in the second quarter of 2005. The earnings decrease compared with the prior year quarter was largely the result of an increase in the provision for credit losses, primarily due to a \$53 million loan recovery referred to above that benefited the prior year quarter. Revenue increased \$61 million in the second quarter of 2005, driven by an increase in noninterest income, while noninterest expense increased \$37 million.

BlackRock

Earnings totaled \$134 million for BlackRock for the first half of 2006 compared with \$100 million for the prior year first half. Higher earnings in 2006 reflected higher investment

advisory and administration fees due to an increase in assets under management and increased performance fees which more than offset higher expenses primarily associated with business growth.

BlackRock earned \$63 million in the second quarter of 2006, an increase of \$10 million, or 19%, compared with the second quarter of 2005. The increase compared with the prior year quarter was largely the result of growth in investment advisory and administrative fees. BlackRock's assets under management increased to \$464 billion at June 30, 2006 compared with \$414 billion at June 30, 2005.

PNC owns approximately 69% of BlackRock and we consolidate BlackRock into our financial statements. Accordingly, approximately 31% of BlackRock's earnings are recognized as minority interest expense in the Consolidated Income Statement. BlackRock financial information included in the Financial Review section of this Report is presented on a stand-alone basis. The market value of our BlackRock shares was approximately \$6.2 billion at June 30, 2006 while the book value at that date was approximately \$767 million.

PFPC

PFPC's earnings of \$53 million in the first six months of 2006 increased \$6 million, or 13%, compared with the first six months of 2005. Higher earnings in the first half of 2006 reflected servicing revenue contributions from several growth areas of the business and the successful implementation of expense control initiatives which improved the company's operating margin.

PFPC earned \$26 million in the second quarter of 2006 compared with \$24 million in the second quarter of 2005. The earnings increase from the second quarter of 2005 was a result of continued emphasis on cost reductions and process efficiencies as competitive factors impacted revenue growth.

Other

"Other" for the first half of 2006 was a net loss of \$7 million, while "Other" for the first half of 2005 was a net loss of \$46 million. The first six months of 2005 included the impact of Riggs acquisition integration costs totaling \$19 million after-tax. In addition, the first half of 2006 benefited in the comparison with higher equity management gains and lower net securities losses. Net securities losses for the first six months of 2005 reflected actions taken during the second quarter of that year regarding our securities portfolio that resulted in realized net securities and other losses of approximately \$20 million after-tax. These factors were partially offset by the first quarter 2005 benefit recognized from a \$45 million deferred tax liability reversal related to the internal transfer of our investment in BlackRock as described above under Summary Financial Results.

We recorded earnings of \$10 million in "Other" for the second quarter of 2006 primarily as a result of \$54 million of pretax equity management gains. "Other" for the second quarter of 2005 was a net loss of \$85 million. The increase in earnings compared with the second quarter of 2005 reflected higher equity management gains and lower net securities losses in the 2006 period, along with the impact of the nonrecurring Riggs costs referred to above in second quarter 2005 results.

CONSOLIDATED INCOME STATEMENT REVIEW

NET INTEREST INCOME AND NET INTEREST MARGIN

	Three months ended		Six months ended	
	June 30 2006	June 30 2005	June 30 2006	June 30 2005
Dollars in millions				
Taxable-equivalent net interest income	\$562	\$541	\$1,125	\$1,053
Net interest margin	2.90%	3.00%	2.93%	3.01%

We provide a reconciliation of net interest income as reported under GAAP to net interest income presented on a taxable-equivalent basis in the Consolidated Financial Highlights section on page 1 of this Report.

Changes in net interest income and margin result from the interaction of the volume and composition of interest-earning assets and related yields, interest-bearing liabilities and related rates paid, and noninterest-bearing sources. See Statistical Information-Average Consolidated Balance Sheet And Net Interest Analysis included on pages 63 and 64 of this Report for additional information.

The increase in taxable-equivalent net interest income for the first six months of 2006 compared with the first six months of 2005 reflected the impact of a \$6.8 billion increase in average interest-earning assets in 2006, driven by organic growth and our expansion into the greater Washington, DC area. The \$5.2 billion increase in average interest-earning assets for the second quarter of 2006 compared with the second quarter of 2005 drove the increase in taxable-equivalent net interest income in the second quarter of 2006.

The following factors contributed to the decline in net interest margin for the first half of 2006 compared with the first half of 2005:

- An increase in the average rate paid on deposits of 103 basis points for the first six months of 2006 compared with the 2005 period. The average rate paid on money market accounts, the largest single component of interest-bearing deposits, increased 117 basis points.
- An increase in the average rate paid on borrowed funds of 156 basis points for the first half of 2006 compared with the first half of 2005.
- By comparison, the yield on interest-earning assets increased only 84 basis points. Loans, the single largest component, increased 87 basis points.
- These factors were partially offset by the favorable impact on net interest margin in 2006 of an increase of 20 basis points related to noninterest-bearing sources of funding.

The decline in net interest margin for the second quarter of 2006 compared with the second quarter of 2005 reflected the following:

- An increase in the average rate paid on deposits of 106 basis points for the second quarter of 2006 compared with the second quarter of 2005. The average rate paid on money market accounts, the largest single component of interest-bearing deposits, increased 115 basis points.

- An increase in the average rate paid on borrowed funds of 158 basis points for the second quarter of 2006 compared with the prior year period.
- By comparison, the yield on interest-earning assets increased only 81 basis points. Loans, the single largest component, increased 90 basis points.
- These factors were partially offset by the favorable impact on net interest margin in 2006 of an increase of 21 basis points related to noninterest-bearing sources of funding.

We believe that net interest margins for our industry will continue to be challenged if the yield curve remains flat or inverted, as competition for loans and deposits remains intense and as customers continue to migrate from lower cost to higher cost deposits. Consequently, we believe that our taxable-equivalent net interest income will be relatively flat to up through the remainder of 2006 and that our net interest margin may continue to be under pressure in the latter half of 2006. This outlook includes the impact of financing costs associated with share repurchases.

PROVISION FOR CREDIT LOSSES

The provision for credit losses increased \$85 million, to \$66 million, in the first half of 2006 compared with the first half of 2005. For the second quarter of 2006, the provision for credit losses increased \$71 million, to \$44 million, compared with the prior year second quarter. The increases in both comparisons reflected the following:

- A \$53 million loan recovery in the second quarter of 2005 resulting from a litigation settlement,
- The impact of overall loan growth, as total average loans grew \$3.9 billion in the first half of 2006 and \$2.8 billion in the second quarter of 2006 compared with the respective prior year periods, and
- The effect of a single large overdraft situation during the second quarter of 2006.

We do not expect to sustain asset quality at its current level. However, based on the assets we currently hold and current business trends and activities, we believe that overall asset quality will remain strong by historical standards for at least the near term. See the Credit Risk Management portion of the Risk Management section of this Financial Review for additional information regarding factors that impact the provision for credit losses.

NONINTEREST INCOME

Summary

Noninterest income was \$2.415 billion for the first six months of 2006, an increase of \$512 million, or 27%, compared with the first six months of 2005. Noninterest income for the second quarter of 2006 totaled \$1.230 billion and totaled \$929 million in the prior year second quarter, an increase of \$301 million, or 32%. Higher asset management fees was the largest factor in both comparisons. In addition, noninterest income in both 2006 periods reflected increases in most other major categories.

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Additional Analysis

Asset management fees totaled \$890 million in the first half of 2006, an increase of \$242 million compared with the first half of 2005. Asset management fees increased \$95 million, to \$429 million, for the second quarter of 2006 compared with the second quarter of 2005. The increase reflected the impact of higher performance fees, BlackRock's first quarter 2005 acquisition of SSRM and other growth in assets managed. Assets under management at June 30, 2006 totaled \$506 billion compared with \$456 billion at June 30, 2005.

Fund servicing fees of \$431 million for the first six months of 2006 represented an \$8 million decline from the prior year period. For the second quarter of 2006, fund servicing fees totaled \$210 million, a decline of \$9 million from the second quarter of 2005. The decrease in fund servicing fees in both comparisons is primarily due to lower fund accounting and transfer agent fees during 2006 due to loss of clients and price concessions.

PFPC provided fund accounting/administration services for \$743 billion of net fund investment assets and provided custody services for \$389 billion of fund investment assets at June 30, 2006, compared with \$766 billion and \$462 billion, respectively, at June 30, 2005. The decreases in domestic accounting/administration net fund assets and custody fund assets at June 30, 2006 resulted primarily from the deconversion of a major client during the first quarter of 2006 which was partially offset by new business, asset inflows from existing customers and equity market appreciation.

Service charges on deposits grew \$27 million, to \$153 million, in the first half of 2006 compared with the prior year first half. Service charges on deposits increased \$13 million in the second quarter of 2006 compared with the prior year second quarter. These increases can be attributed to customer growth, expansion of the branch network, including the expansion into the greater Washington, DC area that began in May 2005, and various pricing actions resulting from the One PNC initiative.

Brokerage fees totaled \$122 million in the first six months of 2006 and \$112 million in the first six months of 2005. Brokerage fees increased \$6 million, to \$63 million, for the second quarter of 2006 compared with the second quarter of 2005. These increases reflected higher annuity income, along with higher brokerage commissions and mutual fund-related revenues in 2006.

Consumer services fees grew \$46 million, to \$183 million, for the first half of 2006 compared with the prior year first half. Consumer services fees increased \$21 million, to \$94 million, in the second quarter of 2006 compared with the second quarter of 2005. Higher fees reflected the impact of consolidating our merchant services activities in the fourth quarter of 2005 as a result of our increased ownership interest in the merchant services business. The increases in fees were also due to higher debit card revenues resulting from higher transaction volumes, our expansion into the greater Washington, DC area and pricing actions related to the One PNC initiative. These factors were partially offset by lower ATM surcharge revenue in the 2006

periods compared with the respective prior year periods as a result of changing customer behavior and a strategic decision to reduce the out-of-footprint ATM network.

Corporate services revenue totaling \$292 million in the first six months of 2006 represented a \$71 million, or 32%, increase over the comparable prior year period. Corporate services revenue increased \$44 million, or 39%, in the second quarter of 2006 compared with the second quarter of 2005. Both 2006 periods benefited from the impact of our October 2005 Harris Williams acquisition that resulted in higher revenues.

Equity management (private equity) net gains on portfolio investments totaled \$61 million for the first half of 2006 compared with \$44 million for the first half of 2005. For the second quarter of 2006, net gains on portfolio investments totaled \$54 million compared with \$12 million in the prior year quarter. Based on the nature of private equity activities, net gains or losses may be volatile from period to period.

Net securities losses amounted to \$12 million for the first six months of 2006 compared with net securities losses of \$35 million in the first six months of 2005. Net securities losses totaled \$8 million in the second quarter of 2006 and \$26 million in the second quarter of 2005. Amounts for both 2005 periods reflect actions taken during the second quarter of that year regarding our securities portfolio that resulted in realized net securities and other losses of approximately \$31 million.

Noninterest revenue from trading activities, which is primarily customer-related, was \$112 million for the first half of 2006 compared with \$61 million for the first half of 2005. For the second quarter of 2006, noninterest revenue from trading activities was \$55 million, compared with \$11 million in the prior year second quarter. We provide additional information on our trading activities under Market Risk Management – Trading Risk in the Risk Management section of this Financial Review.

Other noninterest income of \$183 million for the first six months of 2006 represented a \$33 million increase compared with the prior year first half. Other noninterest income increased \$27 million, to \$96 million, in the second quarter of 2006 compared with the second quarter of 2005. Other noninterest income typically fluctuates from period to period depending on the nature and magnitude of transactions completed.

Other noninterest income for the first half of 2006 included gains totaling \$26 million, including \$13 million recognized in the second quarter, related to our contributions of BlackRock stock to the PNC Foundation. These transactions also impacted noninterest expense in each of those periods.

PRODUCT REVENUE

In addition to credit products to commercial customers, Corporate & Institutional Banking offers treasury management and capital markets-related products and services, commercial loan servicing and equipment leasing products that are marketed by several businesses across PNC.

Treasury management revenue, which includes fees as well as net interest income from customer deposit balances, totaled \$208 million for first six months of 2006 and \$200 million for first six months of 2005. For the second quarter of 2006,

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revenue totaled \$106 million compared with \$103 million for the second quarter of 2005. The higher revenue in both comparisons reflected continued expansion and client utilization of commercial payment card services, strong revenue growth in various electronic payment and information services, and a steady increase in business-to-business processing volumes.

Revenue from capital markets products and services was \$140 million for the first half of 2006, compared with \$71 million in the first half of 2005. Consolidated revenue from capital markets products and services, including mergers and acquisitions advisory activities, for the second quarter of 2006 totaled \$76 million compared with \$29 million for the second quarter of 2005. The acquisition of Harris Williams together with improved customer and proprietary trading activities drove the increase in capital markets revenue in both comparisons.

Midland Loan Services offers servicing, real estate advisory and technology solutions for the commercial real estate finance industry. Midland's revenue, which includes fees and net interest income from servicing portfolio deposit balances, totaled \$84 million for first six months of 2006 and \$64 million for first six months of 2005. Second quarter 2006 revenue totaled \$42 million compared with \$32 million for the second quarter of 2005. Revenue growth in both comparisons was primarily driven by growth in the commercial mortgage servicing portfolio and related services.

Revenue from equipment leasing products was \$38 million for the first half of 2006 and \$36 million for the first half of 2005. Second quarter 2006 revenue from equipment leasing products totaled \$20 million compared with \$18 million for the second quarter of 2005. The impact of the interest cost of funding the potential tax exposure on the cross-border leasing portfolio had, and is expected to continue to have, a negative impact on leasing revenue in 2006. See Cross-Border Leases and Related Tax and Accounting Matters within the Consolidated Balance Sheet Review section of this Financial Review for further information.

As a component of our advisory services to clients, we provide a select set of insurance products to fulfill specific customer financial needs. Primary insurance offerings include:

- Annuities,
- Life,
- Credit life,
- Health,
- Disability, and
- Commercial lines coverage.

Client segments served by these insurance solutions include those in Retail Banking and Corporate & Institutional Banking. Insurance products are sold by licensed PNC insurance agents and through licensed third-party arrangements. Revenue from these products was \$35 million in the first six months of 2006 and \$31 million in first six months of 2005. Revenue for the second quarter of 2006 totaled \$18 million compared with \$17 million for the second quarter of 2005. The increases resulted from higher annuity fee revenue.

PNC, through subsidiary companies Alpine Indemnity Limited and PNC Insurance Corp., participates as a reinsurer for its general liability, automobile liability and workers'

compensation programs and as a direct writer for its property and terrorism programs.

In the normal course of business, Alpine Indemnity Limited and PNC Insurance Corp. maintain insurance reserves for reported claims and for claims incurred but not reported based on actuarial assessments. We believe these reserves were adequate at June 30, 2006.

NONINTEREST EXPENSE

Year-to-date June 30, 2006 and 2005

Total noninterest expense was \$2.320 billion for the first six months of 2006 and \$2.040 billion for the first six months of 2005. The efficiency ratio was 66% for the first six months of 2006 compared with 69% for the first six months of 2005.

Noninterest expense for the first half of 2006 included the following:

- An increase of \$185 million in BlackRock operating expenses, reflecting growth in that business and integration costs related to the pending Merrill Lynch transaction,
- Expenses totaling \$43 million related to Harris Williams, which we acquired in October 2005, and
- An increase of \$30 million related to the consolidation of our merchant services activities in the fourth quarter of 2005.

Apart from the impact of these items, noninterest expense for the first six months of 2006 increased \$22 million over the prior year period primarily due to the impact of our expansion into the greater Washington, DC area and contributions of BlackRock stock to the PNC Foundation, partially offset by the benefit of the One PNC initiative.

Second quarter 2006 and 2005

Total noninterest expense was \$1.149 billion for the second quarter of 2006 and \$1.040 billion for the second quarter of 2005. The efficiency ratio was 64% for the second quarter of 2006 and 71% for the second quarter of 2005.

Noninterest expense for the second quarter of 2006 reflected a \$74 million increase in operating expenses at BlackRock, \$24 million of expenses related to Harris Williams, and an increase of \$14 million related to the fourth quarter 2005 consolidation of our merchant services activities. Apart from the impact of these items, noninterest expense for the second quarter of 2006 decreased \$3 million compared with the prior year second quarter.

We expect that the percentage increase in total noninterest expense for full year 2006 compared with 2005, excluding BlackRock, will be in the low single-digit range, with the increase primarily attributable to the acquisition of Harris Williams and the consolidation of merchant services in the fourth quarter of 2005. However, noninterest expense will continue to be impacted by ongoing investments in our businesses.

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Period-end employees totaled 26,032 at June 30, 2006 (comprised of 23,791 full-time and 2,241 part-time) compared with 25,348 at December 31, 2005 (comprised of 23,593 full-time and 1,755 part-time) and 25,874 at June 30, 2005 (comprised of 24,397 full-time and 1,477 part-time). The increase in part-time employees reflects Retail Banking initiatives to utilize more customer-facing employees during peak business hours versus full-time employees for the entire day.

EFFECTIVE TAX RATE

Our effective tax rate for the first six months of 2006 was 33.1% compared with 29.4% for the first six months of 2005. The lower effective rate for first half of 2005 was attributable to the impact of the reversal of deferred tax liabilities in connection with the transfer of our ownership in BlackRock to our intermediate bank holding company. This transaction reduced our first quarter 2005 tax provision by \$45 million.

CONSOLIDATED BALANCE SHEET REVIEW

SUMMARIZED BALANCE SHEET DATA

In millions	June 30 2006	December 31 2005
Assets		
Loans, net of unearned income	\$50,548	\$49,101
Securities available for sale and held to maturity	21,724	20,710
Loans held for sale	2,165	2,449
Other	20,477	19,694
Total assets	\$94,914	\$91,954
Liabilities		
Funding sources	\$79,144	\$77,172
Other	6,311	5,629
Total liabilities	85,455	82,801
Minority and noncontrolling interests in consolidated entities	632	590
Total shareholders' equity	8,827	8,563
Total liabilities, minority and noncontrolling interests, and shareholders' equity	\$94,914	\$91,954

Our Consolidated Balance Sheet is presented in Part I, Item 1 on page 38 of this Report.

Various seasonal and other factors impact our period-end balances whereas average balances (discussed under the Balance Sheet Highlights section of this Financial Review above and included in the Statistical Information section of this Report on pages 63 and 64) are more indicative of underlying business trends.

An analysis of changes in certain balance sheet categories follows.

LOANS, NET OF UNEARNED INCOME

Loans increased \$1.4 billion, to \$50.5 billion, at June 30, 2006 compared with the balance at December 31, 2005, with the majority of the increase due to higher total commercial loans. Targeted sales efforts across our banking businesses drove the increase in total loans.

Details Of Loans

In millions	June 30 2006	December 31 2005
Commercial		
Retail/wholesale	\$5,393	\$4,854
Manufacturing	4,164	4,045
Other service providers	2,179	1,986
Real estate related	2,903	2,577
Financial services	1,479	1,438
Health care	641	616
Other	3,805	3,809
Total commercial	20,564	19,325
Commercial real estate		
Real estate projects	2,438	2,244
Mortgage	768	918
Total commercial real estate	3,206	3,162
Equipment lease financing		
Total commercial lending	27,353	26,115
Consumer		
Home equity	13,853	13,790
Automobile	1,008	938
Other	1,388	1,445
Total consumer	16,249	16,173
Residential mortgage	7,416	7,307
Other	358	341
Unearned income	(828)	(835)
Total, net of unearned income	\$50,548	\$49,101

As the table above indicates, our total loan portfolio continued to be diversified among types of loan products and numerous industries and businesses. The loans that we hold are also diversified across the geographic areas where we do business.

Commercial Lending Exposure (a)

	June 30 2006	December 31 2005
Investment grade or equivalent	48%	46%
Non-investment grade		
\$50 million or greater	2	2
All other non-investment grade	50	52
Total	100%	100%

(a) Includes total commercial lending in the Retail Banking and Corporate & Institutional Banking business segments.

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Commercial loans are the largest category and are the most sensitive to changes in assumptions and judgments underlying the determination of the allowance for loan and lease losses. We have allocated approximately \$502 million, or 82%, of the total allowance for loan and lease losses at June 30, 2006 to the commercial loan category. This allocation also considers other relevant factors such as:

- Actual versus estimated losses,
- Regional and national economic conditions,
- Business segment and portfolio concentrations,
- Industry competition and consolidation,
- The impact of government regulations, and
- Risk of potential estimation or judgmental errors, including the accuracy of risk ratings.

Net Unfunded Credit Commitments

In millions	June 30 2006	December 31 2005
Commercial	\$28,175	\$27,774
Consumer	9,975	9,471
Commercial real estate	2,419	2,337
Other	335	596
Total	\$40,904	\$40,178

Commitments to extend credit represent arrangements to lend funds or provide liquidity subject to specified contractual conditions. Commercial commitments are reported net of participations, assignments and syndications, primarily to financial institutions, totaling \$7.1 billion at June 30, 2006 and \$6.7 billion at December 31, 2005.

Unfunded liquidity commitments totaled \$4.6 billion at June 30, 2006 and December 31, 2005 and are included in the preceding table primarily within the "Commercial" and "Consumer" categories.

In addition to credit commitments, our net outstanding standby letters of credit totaled \$4.3 billion at June 30, 2006 and \$4.2 billion at December 31, 2005. Standby letters of credit commit us to make payments on behalf of our customers if specified future events occur.

Cross-Border Leases and Related Tax and Accounting Matters

The equipment lease portfolio totaled \$3.6 billion at June 30, 2006. Aggregate residual value at risk on the lease portfolio at June 30, 2006 was \$1.1 billion. We have taken steps to mitigate \$.6 billion of this residual risk, including residual value insurance coverage with third parties, third party guarantees, and other actions. The portfolio included approximately \$1.7 billion of cross-border leases at June 30, 2006. Cross-border leases are leveraged leases of equipment located in foreign countries, primarily in western Europe and Australia. We have not entered into cross-border lease transactions since 2003.

Upon completing examination of our 1998-2000 consolidated federal income tax returns, the IRS provided us with an examination report which proposes increases in our tax liability, principally arising from adjustments to several of our cross-border lease transactions.

The IRS has begun an audit of our 2001-2003 consolidated federal income tax returns. We expect them to again make adjustments to the cross-border lease transactions referred to above as well as to new cross-border lease transactions entered into during those years. We believe our reserves for these exposures were adequate at June 30, 2006.

In July 2006, the Financial Accounting Standards Board ("FASB") issued FASB Staff Position No. FAS 13-2, *Accounting for a Change or Projected Change in the Timing of Cash Flows Relating to Income Taxes Generated by a Leveraged Lease Transaction* ("FSP 13-2"). FSP 13-2 is effective January 1, 2007 and will require a recalculation of the timing of income recognition and the reevaluation of lease classification for actual or projected changes in the timing of tax benefits for leveraged leases. Any cumulative adjustment will be recognized through retained earnings upon adoption of FSP 13-2. See Note 1 Accounting Policies in the Notes To Consolidated Financial Statements in this Report for additional information. We estimate that the cumulative adjustment that we will record effective January 1, 2007 from the recalculations required by FSP 13-2 will be in the range of approximately \$140 million to \$160 million, after-tax. Any immediate or future reductions in earnings from our adoption of FSP 13-2 would be recovered in subsequent years.

In addition to these transactions, three lease-to-service contract transactions that we were party to were structured as partnerships for tax purposes. These partnerships are under audit by the IRS. However, we do not believe that our exposure from these transactions is material to our consolidated results of operations or financial position.

Additional information on cross-border lease transactions is included under "Cross-Border Leases and Related Tax and Accounting Matters" in the Consolidated Balance Sheet Review section of Item 7 of our 2005 Form 10-K.

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SECURITIES

Details Of Securities (a)

In millions	Amortized Cost	Fair Value
June 30, 2006		
<i>SECURITIES AVAILABLE FOR SALE</i>		
Debt securities		
Mortgage-backed	\$14,939	\$14,492
US Treasury and government agencies	3,297	3,169
Commercial mortgage-backed	2,274	2,180
Asset-backed	1,442	1,425
State and municipal	150	147
Other debt	90	88
Corporate stocks and other	223	223
Total securities available for sale	\$22,415	\$21,724
December 31, 2005		
<i>SECURITIES AVAILABLE FOR SALE</i>		
Debt securities		
Mortgage-backed	\$13,794	\$13,544
US Treasury and government agencies	3,816	3,744
Commercial mortgage-backed	1,955	1,919
Asset-backed	1,073	1,063
State and municipal	159	158
Other debt	87	86
Corporate stocks and other	196	196
Total securities available for sale	\$21,080	\$20,710

(a) Securities held to maturity at June 30, 2006 and December 31, 2005 were less than \$.5 million.

Securities represented 23% of total assets at June 30, 2006 and December 31, 2005.

At June 30, 2006, securities available for sale included a net unrealized loss of \$691 million, which represented the difference between fair value and amortized cost. The comparable amount at December 31, 2005 was a net unrealized loss of \$370 million. The impact on bond prices of increases in interest rates and tightening asset spreads during the first six months of 2006 was reflected in the net unrealized loss position at June 30, 2006.

The fair value of securities available for sale decreases when interest rates increase and vice versa. Further increases in interest rates after June 30, 2006, if sustained, will adversely impact the fair value of securities available for sale compared with the balance at June 30, 2006. Net unrealized gains and losses in the securities available for sale portfolio are included in shareholders' equity as accumulated other comprehensive income or loss, net of tax.

We evaluate our portfolio of securities available for sale in light of changing market conditions and other factors and, where appropriate, take steps intended to improve our overall positioning.

The expected weighted-average life of securities available for sale was 4 years and 5 months at June 30, 2006 and 4 years and 1 month at December 31, 2005.

We estimate that at June 30, 2006 the effective duration of securities available for sale is 3.2 years for an immediate 50 basis points parallel increase in interest rates and 3.0 years for an immediate 50 basis points parallel decrease in interest rates. Comparable amounts at December 31, 2005 were 2.7 years and 2.4 years, respectively.

LOANS HELD FOR SALE

Education loans held for sale totaled \$1.5 billion at June 30, 2006 and \$1.9 billion at December 31, 2005 and represented the majority of our loans held for sale at each date. We classify substantially all of our education loans as loans held for sale. Generally, we sell education loans when the loans are placed into repayment status. Gains on sales of education loans are reflected in the Other noninterest income line item in our Consolidated Income Statement and in the results for the Retail Banking business segment.

FUNDING AND CAPITAL SOURCES

Details Of Funding Sources

In millions	June 30 2006	December 31 2005
Deposits		
Money market	\$26,801	\$24,462
Demand	16,104	17,157
Retail certificates of deposit	13,775	13,010
Savings	2,114	2,295
Other time	1,452	1,313
Time deposits in foreign offices	3,247	2,038
Total deposits	63,493	60,275
Borrowed funds		
Federal funds purchased	3,320	4,128
Repurchase agreements	2,136	1,691
Bank notes and senior debt	3,503	3,875
Subordinated debt	4,329	4,469
Other	2,363	2,734
Total borrowed funds	15,651	16,897
Total	\$79,144	\$77,172

The decline in total borrowed funds compared with the balance at December 31, 2005 reflects a decrease in federal funds purchased and maturities of \$850 million of bank notes during the first half of 2006 partially offset by an issuance of \$500 million of bank notes in June 2006 and an increase in repurchase agreements.

Capital

We manage our capital position by making adjustments to our balance sheet size and composition, issuing debt and equity instruments, making treasury stock transactions, maintaining dividend policies and retaining earnings.

The increase of \$264 million in total shareholders' equity at June 30, 2006 compared with December 31, 2005 reflected the impact of earnings and a reduction in shares held in treasury, partially offset by a higher accumulated other comprehensive loss.

Common shares outstanding at June 30, 2006 were 294.7 million compared with 292.9 million at December 31, 2005. The increase in shares outstanding during the first half of 2006

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reflected share issuances related to various employee stock-based compensation plans and the exercise of employee stock options.

We purchased 1.8 million common shares under our common stock repurchase program during the first six months of 2006, with all purchases occurring in the second quarter. Our current program, which permits us to purchase up to 20 million shares on the open market or in privately negotiated transactions, will remain in effect until fully utilized or until modified, superseded or terminated. As of June 30, 2006, remaining availability for purchases under this program was 17.8 million shares. The extent and timing of additional share repurchases under this program will depend on a number of factors including, among others, market and general economic conditions, economic and regulatory capital considerations, alternative uses of capital, and the potential impact on our credit rating. We expect to continue to be active in share repurchases under favorable market conditions.

Risk-Based Capital

Dollars in millions	June 30 2006	December 31 2005
Capital components		
Shareholders' equity		
Common	\$8,820	\$8,555
Preferred	7	8
Trust preferred capital securities	1,418	1,417
Minority interest	345	291
Goodwill and other intangibles	(4,113)	(4,122)
Net unrealized securities losses, after-tax	449	240
Net unrealized losses on cash flow hedge derivatives, after-tax	59	26
Equity investments in nonfinancial companies	(44)	(40)
Other, net	(8)	(11)
Tier 1 risk-based capital	6,933	6,364
Subordinated debt	2,125	2,216
Eligible allowance for credit losses	714	697
Total risk-based capital	\$9,772	\$9,277
Assets		
Risk-weighted assets, including off-balance sheet instruments and market risk equivalent assets	\$78,731	\$76,673
Adjusted average total assets	89,908	88,329
Capital ratios		
Tier 1 risk-based	8.8%	8.3%
Total risk-based	12.4	12.1
Leverage	7.7	7.2
Tangible common equity	5.2	5.0

The access to, and cost of, funding new business initiatives including acquisitions, the ability to engage in expanded business activities, the ability to pay dividends, the level of deposit insurance costs, and the level and nature of regulatory oversight depend, in part, on a financial institution's capital strength. At June 30, 2006, each of our banking subsidiaries was considered "well-capitalized" based on regulatory capital ratio requirements. We believe our bank subsidiaries will continue to meet these requirements during the remainder of 2006.

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OFF-BALANCE SHEET ARRANGEMENTS AND VARIABLE INTEREST ENTITIES

We engage in a variety of activities in the normal course of business that involve unconsolidated entities or that are otherwise not reflected in our Consolidated Balance Sheet that are generally referred to as “off-balance sheet arrangements.” Further information on these types of activities is included in Note 14 Commitments And Guarantees included in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

Further information on the variable interest entities (“VIEs”) in the following tables is included in our 2005 Form 10-K under this same heading in Part I, Item 7 and in Note 3 Variable Interest Entities in the Notes To Consolidated Financial Statements included in Part II, Item 8 of that report.

We hold significant variable interests in VIEs that have not been consolidated because we are not considered the primary beneficiary. Information on these VIEs follows:

Non-Consolidated VIEs - Significant Variable Interests

In millions	Aggregate Assets	Aggregate Liabilities	PNC Risk of Loss
June 30, 2006			
Collateralized debt obligations			
(a)	\$6,362	\$5,888	\$49(b)
Private investment funds (a)	5,740	1,180	13(b)
Market Street	3,458	3,458	5,095(c)
Partnership interests in low income housing projects	35	29	7
Total	\$15,595	\$10,555	\$5,164
December 31, 2005			
Collateralized debt obligations			
(a)	\$6,290	\$5,491	\$51(b)
Private investment funds (a)	5,186	1,051	13(b)
Market Street	3,519	3,519	5,089(c)
Partnership interests in low income housing projects	35	29	2
Total	\$15,030	\$10,090	\$5,155

(a) Held by BlackRock.

(b) Includes both PNC’s risk of loss and BlackRock’s risk of loss, limited to PNC’s ownership interest in BlackRock.

(c) Includes off-balance sheet liquidity commitments to Market Street of \$4.6 billion and other credit enhancements of \$462 million at June 30, 2006. The comparable amounts at December 31, 2005 were \$4.6 billion and \$444 million, respectively.

The aggregate assets and liabilities of VIEs that we have consolidated in our financial statements are as follows:

Consolidated VIEs – PNC Is Primary Beneficiary

In millions	Aggregate Assets	Aggregate Liabilities
June 30, 2006		
Partnership interests in low income housing projects	\$619	\$619
Other	33	30
Total	\$652	\$649
December 31, 2005		
Partnership interests in low income housing projects	\$680	\$680
Other	12	10
Total	\$692	\$690

We also have subsidiaries that invest in and act as the investment manager for private equity funds organized as limited partnerships as part of our equity management activities. The funds invest in private equity investments to generate capital appreciation and profits. As permitted by FASB Interpretation No. 46 (Revised 2003), “Consolidation of Variable Interest Entities,” we have deferred applying the provisions of the interpretation for these entities pending further action by the FASB. Information on these entities follows:

Investment Company Accounting – Deferred Application

In millions	Aggregate Assets	Aggregate Equity	PNC Risk of Loss
Private Equity Funds			
June 30, 2006	\$124	\$124	\$113
December 31, 2005	\$109	\$109	\$35

PNC’s risk of loss in the tables above includes equity investments and unfunded commitments.

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BUSINESS SEGMENTS REVIEW

We operate four major businesses engaged in providing banking, asset management and global fund processing services. Business segment results, including inter-segment revenues, and a description of each business are included in Note 13 Segment Reporting included in the Notes To Consolidated Financial Statements under Part I, Item 1 of this Report.

Results of individual businesses are presented based on our management accounting practices and our management structure. There is no comprehensive, authoritative body of guidance for management accounting equivalent to GAAP; therefore, the financial results of individual businesses are not necessarily comparable with similar information for any other company. We refine our methodologies from time to time as our management accounting practices are enhanced and our businesses and management structure change. Financial results are presented, to the extent practicable, as if each business operated on a stand-alone basis. As permitted under GAAP, we have aggregated the business results for certain operating segments for financial reporting purposes.

Our capital measurement methodology is based on the concept of economic capital for our banking businesses. However, we have increased the capital assigned to Retail Banking to 6% of funds to reflect the capital required for well-capitalized banks and to approximate market comparables for this business. The capital for BlackRock and PFPC currently reflects legal entity shareholders' equity, which exceeds required economic capital.

RESULTS OF BUSINESSES - SUMMARY

(Unaudited)

Six months ended June 30 – dollars in millions	Earnings		Revenue (b)		Return on Average Capital (c)		Average Assets (d)	
	2006	2005	2006	2005	2006	2005	2006	2005
Retail Banking	\$375	\$311	\$1,535	\$1,373	26%	23%	\$29,326	\$26,423
Corporate & Institutional Banking	221	254	722	631	22	30	25,896	24,601
BlackRock	134	100	775	534	29	25	1,924	1,563
PFPC	53	47	426	426	29	35	2,416	2,083
Total business segments	783	712	3,458	2,964	25	26	59,562	54,670
Minority interest in income of BlackRock	(41)	(30)						
Other	(7)	(46)	82	(8)			33,230	30,802
Total consolidated (a)	\$735	\$636	\$3,540	\$2,956	17%	17%	\$92,792	\$85,472

(a) Business segment revenue is presented on a taxable-equivalent basis. A reconciliation of total consolidated revenue on a book (GAAP) basis to total consolidated revenue on a taxable-equivalent basis follows:

Six months ended June 30 – (in millions)	2006	2005
Total consolidated revenue, book (GAAP) basis	\$3,527	\$2,943
Taxable-equivalent adjustment	13	13
Total consolidated revenue, taxable-equivalent basis	\$3,540	\$2,956

(b) Amounts for BlackRock represent the sum of total operating revenue and nonoperating income. Amounts for PFPC represent the sum of servicing revenue and net nonoperating income (expense) less debt financing costs.

(c) Percentages for BlackRock and PFPC reflect return on average equity.

(d) Period-end balances for BlackRock and PFPC.

We have allocated the allowance for loan and lease losses and unfunded loan commitments and letters of credit based on our assessment of risk inherent in the loan portfolios. Our allocation of the costs incurred by operations and other support areas not directly aligned with the businesses is primarily based on the use of services.

Total business segment financial results differ from total consolidated results. The impact of these differences is primarily reflected in minority interest in income of BlackRock and in the "Other" category in the Results of Businesses – Summary table that follows. "Other" includes residual activities that do not meet the criteria for disclosure as a separate reportable business, such as asset and liability management activities, related net securities gains or losses, certain trading activities, equity management activities, differences between business segment performance reporting and financial statement reporting (GAAP), most corporate overhead and intercompany eliminations.

The period-end employee statistics disclosed for each business segment in the tables that follow reflect staff directly employed by the respective business segment and may exclude operations, technology and staff services employees not directly managed by the respective business segment.

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Retail Banking (Unaudited)

Six months ended June 30
Taxable-equivalent basis
Dollars in millions

	2006	2005
INCOME STATEMENT		
Net interest income	\$832	\$769
Noninterest income		
Asset management	174	164
Service charges on deposits	148	122
Brokerage	117	109
Consumer services	174	128
Other	90	81
Total noninterest income	703	604
Total revenue	1,535	1,373
Provision for credit losses	37	29
Noninterest expense	891	848
Pretax earnings	607	496
Minority interest	9	
Income taxes	223	185
Earnings	\$375	\$311
AVERAGE BALANCE SHEET		
Loans		
Consumer		
Home equity	\$13,797	\$13,037
Indirect	1,003	904
Other consumer	1,225	1,156
Total consumer	16,025	15,097
Commercial	5,574	4,927
Floor plan	967	1,031
Residential mortgage	1,612	1,053
Other	243	275
Total loans	24,421	22,383
Goodwill	1,477	1,197
Loans held for sale	1,706	1,400
Other assets	1,722	1,443
Total assets	\$29,326	\$26,423
Deposits		
Noninterest-bearing demand	\$7,842	\$7,366
Interest-bearing demand	7,987	7,820
Money market	14,671	13,039
Total transaction deposits	30,500	28,225
Savings	2,146	2,738
Certificates of deposit	13,339	10,642
Total deposits	45,985	41,605
Other liabilities	549	402
Capital	2,961	2,761
Total funds	\$49,495	\$44,768
PERFORMANCE RATIOS		
Return on average capital	26%	23%
Noninterest income to total revenue	46	44
Efficiency	58	62

At June 30

Dollars in millions except
as noted

	2006	2005
OTHER INFORMATION (a)		
Credit-related statistics:		
Total nonperforming assets (b)	\$104	\$84
Net charge-offs	\$33	\$30
Annualized net charge-off ratio	.27%	.27%
Home equity portfolio credit statistics:		
% of first lien positions	45%	48%
Weighted average loan-to-value ratios	69%	70%
Weighted average FICO scores	728	720
Loans 90 days past due	.21%	.18%
Checking-related statistics:		
Retail Banking checking relationships	1,956,000	1,882,000
Consumer DDA households using online banking	897,000	793,000
% of consumer DDA households using online banking	51%	47%
Consumer DDA households using online bill payment	305,000	167,000
% of consumer DDA households using online bill payment	17%	10%
Small business deposits:		
Noninterest-bearing	\$4,338	\$4,177
Interest-bearing	\$1,423	\$1,517
Money market	\$2,661	\$2,702
Certificates of deposit	\$564	\$353
Brokerage statistics:		
Margin loans	\$194	\$218
Financial consultants (c)	775	789
Full service brokerage offices	100	98
Brokerage account assets (billions)	\$43	\$41
Other statistics:		
Gains on sales of education loans (d)	\$11	\$4
Full-time employees	9,674	10,079
Part-time employees	1,526	832
ATMs	3,553	3,788
Branches (e)	846	827
ASSETS UNDER ADMINISTRATION		
(billions) (f)		
Assets under management:		
Personal	\$40	\$41
Institutional	10	9
Total	\$50	\$50
Asset Type		
Equity	\$31	\$31
Fixed income	12	13
Liquidity/Other	7	6
Total	\$50	\$50
Nondiscretionary assets under administration:		
Personal	\$25	\$26
Institutional	60	59
Total	\$85	\$85
Asset Type		
Equity	\$31	\$31
Fixed income	26	26
Liquidity/Other	28	28
Total	\$85	\$85

- (a) Presented as of June 30 except for net charge-offs, annualized net charge-off ratio, gains on sales of education loans, and small business deposits, which are for the six months ended June 30.
(b) Includes nonperforming loans of \$95 million at June 30, 2006 and \$74 million at June 30, 2005.
(c) Financial consultants provide services in full service brokerage offices and PNC traditional branches.
(d) Included in "Noninterest income-Other".
(e) Excludes certain satellite branches that provide limited products and service hours.
(f) Excludes brokerage account assets.

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Retail Banking's earnings were \$375 million for the first six months of 2006 compared with \$311 million for the same period in 2005. Compared with the prior year, revenues increased 12% and noninterest expenses increased 5%, resulting in a 21% earnings improvement. The increase in earnings was driven by improved fee income from customers, higher taxable-equivalent net interest income fueled by continued customer and balance sheet growth, and a sustained focus on expense management.

Highlights of Retail Banking's performance during the first six months of 2006 include:

- Consumer and small business checking relationships increased by 74,000, or 4%, compared with June 30, 2005.
- Consumer-related new checking relationships increased 4%, average consumer demand deposits increased 6% and home equity loans increased 6% compared with the prior year amounts.
- Since June 30, 2005, consumer-related checking households using on-line banking increased 13% and checking households using on-line bill payment increased 83%.
- The small business area continued its positive momentum. Average small business loans increased 14% over the first six months of 2005 on the strength of increased demand from both existing customers and new relationships. Small business checking relationships increased 5%.
- Customer assets in brokerage accounts totaled \$43 billion at June 30, 2006 compared with \$41 billion at June 30, 2005. Brokerage fees increased \$8 million or 7% over the first six months of 2005 as a result of increased distribution of investment products.
- Retail Banking's efficiency ratio improved to 58% compared with 62% a year earlier.
- The branch network increased a net 19 branches to a total of 846 branches at June 30, 2006 compared with June 30, 2005. This increase was comprised of 26 new branches with 7 branch consolidations. Our strategy is to continue to optimize our network by opening new branches in high growth areas and consolidating branches in areas of declining market opportunity and/or growth.
- Asset quality remains very strong.

Total revenue for the first six months of 2006 was \$1.535 billion compared with \$1.373 billion for the same period last year. Taxable-equivalent net interest income of \$832 million increased \$63 million, or 8%, compared with 2005 due to an 11% increase in average deposits and a 9% increase in average loan balances. The net interest income growth has been somewhat mitigated by declining spreads on the loan portfolio.

Noninterest income increased \$99 million, or 16%, compared with the first six months of 2005 primarily driven by increased consumer services fees and service charges on deposits. This growth can be attributed primarily to the following:

- Customer growth,
- Expansion of the branch network, including a new market,
- Consolidation of our merchant services activities,
- Increased brokerage account assets and activities,
- Increased asset management fees,
- Increased third party loan servicing activities, and
- Various pricing actions resulting from the One PNC initiative.

The provision for credit losses increased \$8 million in the first six months of 2006 compared with 2005. Overall asset quality remained strong despite the increase in nonperforming loans, net charge-offs, and provision, which was primarily driven by a single large overdraft situation.

Noninterest expense in the first six months of 2006 totaled \$891 million, an increase of \$43 million, or 5%, compared with the first six months of 2005. Operating costs increased \$42 million compared with the prior year period as a result of our expansion into the greater Washington, DC area. Other expense increases were primarily attributable to continued growth of the company's branch network, the consolidation of the company's merchant services activities and an increase in volume related expenses tied to revenue, offset by lower staff-related expense as a result of One PNC initiatives.

Full-time employees at June 30, 2006 totaled 9,674, a decline of 405 from June 30, 2005. Part-time employees have increased by 694 since June 30, 2005. The decline in full-time employees and increase in part-time employees is a direct result of various cost-saving initiatives. These initiatives include utilizing more part-time customer-facing employees during peak business hours versus full-time employees for the entire day.

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We have adopted a relationship-based lending strategy to target specific customer sectors (homeowners, small businesses and auto dealerships) while seeking to maintain a moderate risk profile in the loan portfolio.

- Average commercial loans grew \$647 million, or 13%, on the strength of increased loan demand from existing small business customers and the acquisition of new relationships through our sales efforts.
- Average home equity loans grew by \$760 million, or 6%, compared with the first six months of 2005. Consumer loan demand is starting to slow as a result of the rising rate environment.
- Average indirect loans grew \$99 million, or 11%, compared with the first six months of 2005. The indirect auto business benefited from increased sales and marketing efforts.
- Average residential mortgage loans increased \$559 million, or 53%, primarily due to the addition of loans from the greater Washington, DC area acquisition. Payoffs in our existing portfolio, which will continue throughout 2006, reduced the impact of the additional loans acquired.

Growing core checking deposits as a lower cost-funding source and as the cornerstone product to build customer relationships is the primary objective of our deposit strategy. Average total deposits increased \$4.4 billion, or 11%, compared with the first six months of 2005. The deposit growth was driven by increases in the number of checking relationships and the recapture of consumer certificate of deposit balances as interest rates have risen.

During this rising rate environment, we expect the rate of growth in demand deposit balances to be less than the rate of growth for customer checking relationships. Additionally, we expect to see customers shift their funds from lower yielding interest-bearing deposits to higher yielding deposits or investment products, and to

pay off loans. The shift has been evident during the last three to four quarters and has impacted the level of average demand deposits in that period.

- Certificates of deposits increased \$2.7 billion and money market deposits increased \$1.6 billion. These increases were attributable to the rising interest rate environment attracting customers back into these products.
- Average demand deposit growth of \$.6 billion, or 4%, was driven by a \$.8 billion increase from the expansion into the greater Washington, DC area and a decline of \$.2 billion in the core business due to customers shifting funds into higher yielding deposits, business sweep products, and investment products.
- Small business and consumer-related checking relationships retention remains strong and stable. Consumer-related checking relationship retention has benefited from improved penetration rates of debit cards, online banking and online bill payment.

Assets under management of \$50 billion at June 30, 2006 remained unchanged compared with the balance at June 30, 2005. The effect of comparatively higher equity markets was offset by client net asset outflows. Client net asset outflows are the result of ordinary course distributions from trust and investment management accounts and account closures exceeding investment additions from new and existing clients.

Nondiscretionary assets under administration of \$85 billion at June 30, 2006 also remained unchanged compared with the balance at June 30, 2005. The effect of comparatively higher equity markets was offset by the loss of a sizeable master custody agreement in the first quarter of 2006.

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CORPORATE & INSTITUTIONAL BANKING

(Unaudited)

Six months ended June 30

Taxable-equivalent basis

Dollars in millions except as noted

	2006	2005
INCOME STATEMENT		
Net interest income	\$348	\$361
Noninterest income		
Corporate service fees	246	181
Other	128	89
Noninterest income	374	270
Total revenue	722	631
Provision for (recoveries of) credit losses	29	(52)
Noninterest expense	368	309
Pretax earnings	325	374
Income taxes	104	120
Earnings	\$221	\$254

AVERAGE BALANCE SHEET

Loans		
Corporate (a)	\$9,834	\$10,680
Commercial real estate	2,702	1,974
Commercial – real estate related	2,469	1,952
Asset-based lending	4,353	4,177
Total loans (a)	19,358	18,783
Loans held for sale	871	646
Other assets	5,667	5,172
Total assets	\$25,896	\$24,601
Deposits		
Commercial paper (b)	\$9,519	\$8,925
Other liabilities	3,581	3,355
Capital	1,986	1,681
Total funds	\$15,086	\$16,109

Earnings from Corporate & Institutional Banking for the first six months of 2006 totaled \$221 million compared with \$254 million for the first six months of 2005. This decline was primarily attributable to a \$53 million loan recovery recognized in the second quarter of 2005 compared with a \$29 million provision for credit losses in the first half of 2006. In addition to the \$81 million swing in the provision for credit losses, total revenue increased \$91 million and noninterest expenses grew by \$59 million for the first six months of 2006 compared with the comparable 2005 period.

Six months ended June 30

Taxable-equivalent basis

Dollars in millions except as noted

	2006	2005
PERFORMANCE RATIOS		
Return on average capital	22%	30%
Noninterest income to total revenue	52	43
Efficiency	51	49
COMMERCIAL MORTGAGE SERVICING PORTFOLIO (in billions)		
Beginning of period	\$136	\$98
Acquisitions/additions	32	35
Repayments/transfers	(17)	(14)
End of period	\$151	\$119
OTHER INFORMATION		
Consolidated revenue from: (c)		
Treasury Management	\$208	\$200
Capital Markets	\$140	\$71
Midland Loan Services	\$84	\$64
Equipment Leasing	\$38	\$36
Total loans (a) (d)	\$20,057	\$20,726
Nonperforming assets (d) (e)	\$125	\$77
Net charge-offs (recoveries)	\$16	\$(56)
Full-time employees (d)	1,899	1,791
Net gains on commercial mortgage loan sales	\$25	\$27
Net carrying amount of commercial mortgage servicing rights (d)	\$385	\$276

(a) Includes lease financing and Market Street. Effective October 17, 2005, Market Street was deconsolidated from our Consolidated Balance Sheet.

(b) Amount for 2005 includes Market Street.

(c) Represents consolidated PNC amounts.

(d) At June 30.

(e) Includes nonperforming loans of \$112 million at June 30, 2006 and \$57 million at June 30, 2005.

Highlights of the first six months of 2006 for Corporate & Institutional Banking included:

- Average loan balances increased \$575 million, or 3%, over 2005. The prior year average included \$2.1 billion in loans from the Market Street Funding commercial paper conduit that was deconsolidated in October 2005. Excluding the impact of deconsolidating the conduit, average loan balances increased 16%. The growth in loans was driven by continuing customer demand, increasing utilization and our expansion into the greater Washington, DC area in May 2005. Based upon the impact of increasing competitive pressures and shrinking loan spreads on PNC's risk/reward criteria, we expect slower growth in loans during the remainder of 2006.
- Average deposits increased \$594 million, or 7%, over the prior year first half driven by growth in our commercial mortgage servicing portfolio and related deposits and the sale of treasury management products. As more clients improve the management of their overall liquidity given the higher rate environment, we anticipate slower growth in deposits for the remainder of 2006.
- Total revenue increased 14% compared with 2005 as strong growth in fee income offset a modest decline in taxable-equivalent net interest income. This growth was driven by increases in capital markets activities, including mergers and acquisitions advisory activities, Midland Loan Services and treasury management products and services.

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- Commercial mortgage servicing revenue, which includes fees and net interest income, totaled \$84 million for the first six months of 2006. The 31% revenue growth was primarily driven by growth in the commercial mortgage servicing portfolio, which increased to \$151 billion, or 27%, and in other commercial real estate related services.
- Noninterest expense increased 19% compared with the first half of 2005. The increases in noninterest expenses and full-time employees were primarily due to acquisition activity and customer growth.

Taxable-equivalent net interest income declined \$13 million, to \$348 million, for the first six months of 2006 compared with the first six months of 2005. This decline was attributable to narrowing loan spreads partially offset by an increase in average loans outstanding.

Noninterest income totaled \$374 million in the first half of 2006, an increase of \$104 million, or 39%, compared with the prior year first half. The increase in corporate service fees reflected fee income attributable to the Harris Williams acquisition completed in October 2005 and growth in commercial mortgage servicing and treasury management revenues, partially offset by lower loan syndications income. Improved trading results partially offset by a decline in net gains on commercial mortgage loan sales drove the increase in other noninterest income.

The provision for credit losses was \$29 million for the first six month months of 2006 compared with a credit of \$52 million for the first six months of 2005. The prior year provision credit reflected the impact of the \$53 million loan recovery referred to above. The higher provision for credit losses in the first half of 2006 reflected loan growth compared with the prior year first half and \$16 million of net charge-offs during this period. Due to increases in nonperforming loans, nonperforming assets at June 30, 2006 increased \$48 million compared with June 30, 2005, and were flat compared with the level at December 31, 2005. Based on the assets we currently hold and current business trends and activities, we believe that overall asset quality will remain strong at least for the near term. However, we anticipate that credit loss provisioning will continue with the growth of the loan portfolio and nonperforming loans will increase in future quarters.

See the additional revenue discussion regarding treasury management and capital markets-related products and services, commercial loan servicing, and equipment leasing products on page 8.

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BLACKROCK (Unaudited)

Six months ended June 30

Taxable-equivalent basis

Dollars in millions except as noted

	2006	2005
INCOME STATEMENT		
Investment advisory and administrative fees	\$663	\$443
Other income	93	78
Total operating revenue	756	521
Operating expense	539	354
Fund administration and servicing costs	21	19
Total expense	560	373
Operating income	196	148
Nonoperating income	19	13
Pretax earnings	215	161
Minority interest	1	1
Income taxes	80	60
Earnings	\$134	\$100
PERIOD-END BALANCE SHEET		
Goodwill and other intangible assets	\$490	\$500
Other assets	1,434	1,063
Total assets	\$1,924	\$1,563
Liabilities and minority interest	\$883	\$709
Stockholders' equity	1,041	854
Total liabilities and stockholders' equity	\$1,924	\$1,563
PERFORMANCE DATA		
Return on average equity	29%	25%
Operating margin (a)	26	28
Diluted earnings per share	\$2.02	\$1.49
ASSETS UNDER MANAGEMENT (in billions) (b)		
Separate accounts		
Fixed income	\$283	\$258
Cash management	10	8
Cash management – securities lending	11	7
Equity	23	19
Alternative investment products	27	23
Total separate accounts	354	315
Mutual funds (c)		
Fixed income	25	26
Cash management	67	60
Equity	18	13
Total mutual funds	110	99
Total assets under management	\$464	\$414
OTHER INFORMATION		
Full-time employees (b)	2,317	2,141

- (a) While BlackRock reports its financial results on a GAAP basis, management believes that in evaluating its results, it is also useful to review additional non-GAAP measures, including operating margin, as adjusted, which is calculated as operating income excluding, net of tax, the State Street Research and Management (SSRM) fee-sharing payment, the LTIP expense, SSRM acquisition costs, Merrill Lynch Investment Managers (MLIM) transaction costs, and appreciation on Rabbi trust assets related to BlackRock's deferred compensation plans divided by total revenue less, net of tax, reimbursable property management compensation and fund administration and servicing costs. We do not advocate that investors consider such non-GAAP financial measures in isolation from, or as a substitute for, financial information prepared in accordance with GAAP. The following is a reconciliation of this presentation to operating margin calculated on a GAAP basis (operating income divided by total revenue) in millions.

Six months ended June 30	2006	2005
Operating income, GAAP basis	\$196	\$148
Add back: SSRM fee-sharing payment	34	
Add back: LTIP expense	29	30
Less: portion of LTIP to be funded by BlackRock	(5)	(6)
Add back: SSRM acquisition costs		9
Add back: MLIM transaction costs	19	
Add back: appreciation on assets related to deferred compensation plans	6	2
Operating income, as adjusted	\$279	\$183
Total revenue, GAAP basis	\$756	\$521
Less: reimbursable property management compensation	11	10
Less: fund administration and servicing costs	21	19
Revenue used for operating margin calculation, as reported	\$724	\$492
Operating margin, GAAP basis	26%	28%
Operating margin, as adjusted	39%	37%

We believe that operating margin, as adjusted, is an effective indicator of management's ability to, and useful to management in deciding how to, effectively employ BlackRock's resources. As such, we believe operating margin, as adjusted, provides useful disclosure to investors. The 2006 SSRM fee-sharing payment was excluded because it represents a non-recurring payment (based on a performance fee) pursuant to the SSRM acquisition agreement. The portion of the LTIP expense associated with awards to be met by the distribution to the LTIP participants of shares of BlackRock stock currently held by PNC has been excluded from operating income, as adjusted, because, exclusive of the potential impact related to LTIP participants' put options, these charges will not impact BlackRock's book value. SSRM acquisition costs consist of certain compensation costs and professional fees incurred in 2005. Compensation expense reflected in this amount represents direct incentives related to alternative product performance fees generated in 2004 by SSRM employees, assumed in conjunction with the acquisition and settled by BlackRock with no future service requirement. Compensation expense associated with appreciation on Rabbi trust assets related to BlackRock's deferred compensation plans has been excluded because investment returns on these assets reported in nonoperating income, net of the related impact on compensation expense, result in a nominal impact on net income. MLIM transaction costs consist of compensation costs and certain professional fees incurred in 2006 related to the pending MLIM transaction. We have excluded fund administration and servicing costs from the operating margin, as adjusted, calculation because BlackRock receives offsetting revenue and expense for these services. Reimbursable property management compensation represents compensation and benefits paid to certain BlackRock Realty Advisors, Inc. ("Realty") personnel. These employees are retained on Realty's payroll when properties are acquired for Realty's clients. The related compensation and benefits are fully reimbursed by Realty's clients and have been excluded from revenue used for operating margin measurement, as adjusted, because they bear no economic cost to BlackRock.

- (b) At June 30.
(c) Includes BlackRock Funds, BlackRock Liquidity Funds, BlackRock Closed-End Funds, PNC Investment Contract Fund and BlackRock Global Series plc.

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BlackRock reported earnings of \$134 million for the first six months of 2006 compared with \$100 million for the first six months of 2005. Higher earnings in 2006 reflected higher investment advisory and administration fees due to an increase in assets under management and increased performance fees. These factors more than offset the increase in expense due to increased compensation and benefits, general and administration expense, and a one-time expense of \$34 million incurred in the first quarter of 2006 related to the January 2005 acquisition of SSRM. Earnings for the first half of 2005 included nonrecurring pretax expenses of \$9 million associated with the SSRM acquisition.

Total operating revenue increased \$235 million, or 45%, in the first six months of 2006 compared with the prior year period. The impact of higher assets under management and increased investment advisory and administration fees in 2006 was reflected in the significantly higher revenue. The increase in investment advisory and administration fees was the result of increases in fees earned across all asset classes as well as increased performance fees principally related to a large institutional real estate equity client account and an energy equity hedge fund acquired in the 2005 SSRM transaction.

Total expense for the first half of 2006 increased \$187 million, or 50%, compared with the first half of 2005, primarily due to an increase in compensation and benefits. This increase reflected higher incentive compensation associated with higher performance fees and increased operating income growth, and higher salaries and benefits primarily attributable to higher staffing levels associated with business growth. Higher general and administration expense and the SSRM one-time expense of \$34 million recognized in 2006 were also evident in the increase over the first half of 2005.

Assets under management at June 30, 2006 increased \$50 billion, or 12%, compared with June 30, 2005. The increase was primarily attributable to net new business. The increase in assets under management reflected net subscriptions of \$42 billion and market appreciation of \$8 billion in the 12-month period.

The Executive Summary section of this Financial Review has further information related to BlackRock's first quarter 2006 announcement of the pending transaction pursuant to which Merrill Lynch would contribute its investment management business to BlackRock in exchange for newly issued BlackRock common and preferred stock. Additional information on this transaction is also included in Note 2 Acquisitions in the Notes To Consolidated Financial Statements included in this Report.

BlackRock is listed on the New York Stock Exchange under the symbol BLK. Additional information about BlackRock is available in its SEC filings, which can be found at www.sec.gov and on BlackRock's website, www.blackrock.com.

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PFPC (Unaudited)

Six months ended June 30

Dollars in millions except as noted

	2006	2005
INCOME STATEMENT		
Servicing revenue	\$445	\$441
Other revenue		10
Total operating revenue	445	451
Operating expense	333	342
Amortization of other intangibles, net	7	7
Total expense	340	349
Operating income	105	102
Debt financing	21	18
Nonoperating income (expense) (a)	2	(7)
Pretax earnings	86	77
Income taxes	33	30
Earnings	\$53	\$47
PERIOD-END BALANCE SHEET		
Goodwill and other intangible assets	\$1,018	\$1,009
Other assets	1,398	1,074
Total assets	\$2,416	\$2,083
Debt financing	\$852	\$987
Other liabilities	1,137	778
Shareholder's equity	427	318
Total funds	\$2,416	\$2,083
PERFORMANCE RATIOS		
Return on average equity	29%	35%
Operating margin (b)	24	23
SERVICING STATISTICS (at June 30)		
Accounting/administration net fund assets (in billions)		
(c)		
Domestic	\$671	\$699
Offshore	72	67
Total	\$743	\$766
Asset type (in billions)		
Money market	\$247	\$333
Equity	317	262
Fixed income	110	111
Other	69	60
Total	\$743	\$766
Custody fund assets (in billions)		
	\$389	\$462
Shareholder accounts (in millions)		
Transfer agency	18	20
Subaccounting	47	38
Total	65	58
OTHER INFORMATION		
Full-time employees (at June 30)	4,314	4,599

(a) Net of nonoperating expense.

(b) Operating income divided by total operating revenue.

(c) Includes alternative investment net assets serviced.

PFPC's earnings of \$53 million in the first six months of 2006 increased \$6 million, or 13%, compared with the first six months of 2005. Higher earnings in the first half of 2006 reflected servicing revenue contributions from several growth areas of the business and the successful implementation of expense control initiatives which improved the company's operating margin.

Highlights of PFPC's performance in the first six months of 2006 included:

- Offshore revenues increased 40% compared with the first half of 2005 fueled by new business in the alternative arena.

- Managed account service revenue increased 31% due to a 72% increase in assets serviced.
- Subaccounting revenues were up 12% as shareholder accounts grew by 24%.

Servicing revenue for the first six months of 2006 increased \$4 million over the prior year first half, to \$445 million. Excluding the \$5 million comparative decline in revenue related to out-of-pocket and pass-through items that had no impact on earnings, servicing revenue increased \$9 million compared with the first six months of 2005. Revenue increases related to offshore activities, custody, securities lending, subaccounting, and managed account services drove the higher servicing revenue in 2006, partially offset by a decline in fund accounting and transfer agency revenue due to loss of clients and price concessions.

In January 2005 PFPC accepted approximately \$10 million to resolve a client contract dispute, which is reflected as other revenue in the table on this page.

Operating expense declined \$9 million, to \$333 million, in the first six months of 2006 compared with the first six months of 2005. Out-of-pocket and pass-through items declined by \$5 million. The remainder of the decline is attributable to expense control and efficiencies implemented during the past year which resulted in a lower head count and the associated lower compensation costs.

Effective January 2005, PFPC restructured its remaining intercompany term debt obligations given the comparatively favorable interest rate environment at that time. PFPC recorded intercompany debt prepayment penalties, which are reflected as nonoperating expense in the preceding table, totaling \$8 million on a pretax basis in the first quarter of 2005 to effect the restructuring. The current rising rate environment has caused debt expense to increase on a year to year comparison despite a reduction in outstandings.

The decreases in domestic accounting/administration net fund assets and custody fund assets at June 30, 2006 compared with June 30, 2005 resulted primarily from the deconversion of a major client during the first quarter of 2006, which was partially offset by new business, asset inflows from existing customers and equity market appreciation. Subaccounting shareholder accounts serviced by PFPC increased over the year-earlier period due to net new business and growth in existing client accounts. Total assets serviced by PFPC amounted to \$1.9 trillion at both June 30, 2006 and June 30, 2005.

PFPC's performance is partially dependent on the underlying performance of its fund clients and, in particular, their ability to attract and retain customers. As a result, to the extent that PFPC clients' businesses are adversely affected by ongoing governmental investigations into the practices of the mutual and hedge fund industries, PFPC's results also could be adversely impacted. In addition, this regulatory and business environment is likely to continue to result in operating margin pressure for our various services.

CRITICAL ACCOUNTING POLICIES AND JUDGMENTS

Note 1 Accounting Policies in the Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report and in Part II, Item 8 of our 2005 Form 10-K describe the most significant accounting policies that we use. Certain of these policies require us to make estimates and strategic or economic assumptions that may prove inaccurate or be subject to variations that may significantly affect our reported results and financial position for the period or in future periods.

We must use estimates, assumptions, and judgments when financial assets and liabilities are required to be recorded at, or adjusted to reflect, fair value. Assets and liabilities carried at fair value inherently result in a higher degree of financial statement volatility. Fair values and the information used to record valuation adjustments for certain assets and liabilities are based on either quoted market prices or are provided by other independent third-party sources, when available. When such third-party information is not available, we estimate fair value primarily by using cash flow and other financial modeling techniques. Changes in underlying factors, assumptions, or estimates in any of these areas could materially impact our future financial condition and results of operations.

We discuss the following critical accounting policies and judgments under this same heading in Item 7 of our 2005 Form 10-K:

- Allowances for loan and lease losses and unfunded loan commitments and letters of credit
- Private equity asset valuation
- Lease residuals
- Goodwill
- Revenue recognition
- Income taxes
- Legal contingencies

Additional discussion and information on the application of these policies is found in other portions of this Financial Review and in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

2002 BLACKROCK LONG-TERM RETENTION AND INCENTIVE PLAN

We describe BlackRock’s long-term retention and incentive plan (“LTIP”) in Note 18 Stock-Based Compensation Plans in the Notes To Consolidated Financial Statements included in Part II, Item 8 of our 2005 Form 10-K. We reported pretax expense of \$26 million in the first six months of 2006 and \$32 million in the first six months of 2005 related to LTIP awards.

STATUS OF DEFINED BENEFIT PENSION PLAN

We have a noncontributory, qualified defined benefit pension plan (“plan” or “pension plan”) covering eligible employees. Retirement benefits are derived from a cash balance formula based on compensation levels, age and length of service. Pension contributions are based on an actuarially determined amount necessary to fund total benefits payable to plan participants. Plan assets are currently approximately 60% invested in equity investments with most of the remainder invested in fixed income instruments. Plan fiduciaries determine and review the plan’s investment policy.

We calculate the expense associated with the pension plan in accordance with Statement of Financial Accounting Standards No. (“SFAS”) 87, “Employers’ Accounting for Pensions,” and we use assumptions and methods that are compatible with the requirements of SFAS 87, including a policy of reflecting trust assets at their fair market value. On an annual basis, we review the actuarial assumptions related to the pension plan, including the discount rate, rate of compensation increase and the expected return on plan assets. Neither the discount rate nor the compensation increase assumptions significantly affect pension expense.

The expected long-term return on assets assumption does significantly affect pension expense. We decreased the expected long-term return on plan assets assumption from the 8.5% used for 2005 to 8.25% for determining net periodic cost for 2006. This change will increase estimated pension expense in 2006 by approximately \$4 million. Also, under current accounting rules, the differences between expected long-term returns and actual returns are accumulated and amortized to pension expense over future periods. Each one percentage point difference between our actual return and the expected return causes our expense in the following year to change by up to \$3 million.

The table below reflects the estimated effects on current year pension expense of certain changes in assumptions, using 2006 estimated expense as a baseline.

Change in Assumption	Estimated Increase to 2006 Pension Expense (in millions)
.5% decrease in discount rate	\$2
.5% decrease in expected long-term return on assets	8
.5% increase in compensation rate	1

We currently estimate a pretax pension benefit of \$12 million in 2006 compared with a pretax benefit of \$8 million in 2005. Actual pension benefit recognized for the first six months of 2006 totaled \$6 million.

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In accordance with SFAS 87 and SFAS 132 (Revised 2003), "Employers' Disclosures about Pensions and Other Postretirement Benefits," we may have to eliminate any prepaid pension asset and recognize a minimum pension liability if the accumulated benefit obligation exceeds the fair value of plan assets at year-end. We would recognize the corresponding charge as a component of other comprehensive income and it would reduce total shareholders' equity, but it would not affect net income. At December 31, 2005, the fair value of plan assets was \$1.627 billion, which exceeded the accumulated benefit obligation of \$1.232 billion. The status at year-end 2006 will depend primarily upon 2006 investment returns and the level of contributions, if any, we make to the plan during 2006.

Plan asset investment performance has the most impact on contribution requirements. However, contribution requirements are not particularly sensitive to actuarial assumptions. Investment performance will drive the amount of permitted contributions in future years. Also, current law sets limits as to both minimum and maximum contributions to the plan. In any event, any large near-term contributions to the plan will be at our discretion, as we currently expect that the minimum required contributions under the law will be minimal or zero for several years.

We maintain other defined benefit plans that have a less significant effect on financial results, including various nonqualified supplemental retirement plans for certain employees.

In March 2006, the FASB issued an Exposure Draft on a Proposed Statement of Financial Accounting Standards, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans - an amendment of FASB Statements No. 87, 88, 106, and 132(R)" proposing changes that would affect the accounting and reporting for our qualified pension plan, our nonqualified retirement plans, and our postretirement welfare benefit plans. The FASB expects to issue a final standard during the third quarter of 2006 with the changes applied prospectively at December 31, 2006. For additional information on the Exposure Draft, see the "Recent Accounting Pronouncements" section of Note 1 Accounting Policies in the Notes To Consolidated Financial Statements in this Report.

RISK MANAGEMENT

We encounter risk as part of the normal course of our business and we design risk management processes to help manage these risks. The Risk Management section included in Item 7 of our 2005 Form 10-K provides a general overview of the risk measurement, control strategies and monitoring aspects of our corporate-level risk management processes. Additionally, our 2005 Form 10-K provides an analysis of the risk management processes for what we view as our primary areas of risk: credit, operational, market and liquidity, as well as a discussion of our use of financial derivatives as part of our overall asset and liability risk management process. In appropriate places within that section, historical performance is also addressed. The following information in this Risk Management section updates our 2005 Form 10-K disclosures in these areas.

CREDIT RISK MANAGEMENT

Credit risk represents the possibility that a customer, counterparty or issuer may not perform in accordance with contractual terms. Credit risk is inherent in the financial services business and results from extending credit to customers, purchasing securities, and entering into financial derivative transactions. Credit risk is one of the most common risks in banking and is one of our most significant risks.

Nonperforming, Past Due And Potential Problem Assets

See Note 4 Asset Quality in the Notes To Consolidated Financial Statements of this Report and included here by reference for details of the types of nonperforming assets that we held at June 30, 2006 and December 31, 2005. In addition, certain performing assets have interest payments that are past due or have the potential for future repayment problems.

Total nonperforming assets at June 30, 2006 increased \$15 million, to \$231 million, compared with December 31, 2005 driven by an \$18 million increase in nonperforming loans.

Foreclosed lease assets of \$12 million at June 30, 2006 and \$13 million at December 31, 2005 primarily represent our repossession of collateral related to a single airline industry credit. This repossessed collateral is currently being leased.

The amount of nonperforming loans that was current as to principal and interest was \$121 million at June 30, 2006 and \$115 million at December 31, 2005. While we believe that overall asset quality will remain strong for the near term, we anticipate an increase in nonperforming loans going forward. The current level of asset quality is not sustainable.

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Nonperforming Assets By Business

In millions	June 30 2006	December 31 2005
Retail Banking	\$104	\$90
Corporate & Institutional Banking	125	124
Other	2	2
Total nonperforming assets	\$231	\$216

Change In Nonperforming Assets

In millions	2006	2005
January 1	\$216	\$175
Transferred from accrual	127	79
Returned to performing	(10)	(9)
Principal activity including payoffs	(46)	(46)
Asset sales	(11)	(7)
Charge-offs and valuation adjustments	(45)	(28)
June 30	\$231	\$164

Accruing Loans And Loans Held For Sale Past Due 90 Days Or More

Dollars in millions	Amount		Percent of Total Outstandings	
	June 30 2006	Dec. 31 2005	June 30 2006	Dec. 31 2005
Commercial	\$5	\$12	.02%	.06%
Commercial real estate	2	2	.06	.06
Consumer	19	22	.12	.14
Residential mortgage	7	10	.09	.14
Other	2		.56	
Total loans	35	46	.07	.09
Loans held for sale	27	47	1.25	1.92
Total loans and loans held for sale	\$62	\$93	.12%	.18%

Loans and loans held for sale that are not included in nonperforming or past due categories but cause us to be uncertain about the borrower's ability to comply with existing repayment terms over the next six months totaled \$30 million and zero, respectively, at June 30, 2006 compared with \$67 million and zero, respectively, at December 31, 2005. Approximately 63% of these loans are in the Corporate & Institutional Banking portfolio.

Allowances For Loan And Lease Losses And Unfunded Loan Commitments And Letters Of Credit

We maintain an allowance for loan and lease losses to absorb losses from the loan portfolio. We determine the allowance based on quarterly assessments of the probable estimated losses inherent in the loan portfolio. While we make allocations to specific loans and pools of loans, the total reserve is available for all loan and lease losses.

We refer you to Note 4 Asset Quality in the Notes To Consolidated Financial Statements in this Report regarding changes in the allowance for loan and lease losses and the allowance for unfunded loan commitments and letters of credit for additional information which is included herein by reference.

Allocation Of Allowance For Loan And Lease Losses

Dollars in millions	June 30, 2006		December 31, 2005	
	Allowance	Loans to Total Loans	Allowance	Loans to Total Loans
Commercial	\$502	40.5%	\$489	39.2%
Commercial real estate	29	6.3	32	6.4
Consumer	25	32.3	24	33.1
Residential mortgage	7	14.7	7	14.9
Lease financing	45	5.5	41	5.7
Other	3	.7	3	.7
Total	\$611	100.0%	\$596	100.0%

In addition to the allowance for loan and lease losses, we maintain an allowance for unfunded loan commitments and letters of credit. We report this allowance as a liability on our Consolidated Balance Sheet. We determine this amount using estimates of the probability of the ultimate funding and losses related to those credit exposures. This methodology is similar to the one we use for determining the adequacy of our allowance for loan and lease losses.

The provision for credit losses for the first six months of 2006 and the evaluation of the allowances for loan and lease losses and unfunded loan commitments and letters of credit as of June 30, 2006 reflected loan growth, changes in loan portfolio composition, the impact of refinements to our reserve methodology, and changes in asset quality. The provision includes amounts for probable losses on loans and credit exposure related to unfunded loan commitments and letters of credit.

We do not expect to sustain asset quality at its current level. However, based on the assets we currently hold and current business trends and activities, we believe that overall asset quality will remain strong by historical standards for at least the near term. This outlook, combined with expected loan growth, may result in an increase in the allowance for loan and lease losses in future periods.

The allowance as a percent of nonperforming loans was 294% and as a percent of total loans was 1.21% at June 30, 2006. The comparable percentages at December 31, 2005 were 314% and 1.21%.

Charge-Offs And Recoveries

Six months ended June 30 Dollars in millions	Charge-offs	Recoveries	Net Charge-offs	Percent of Average Loans
2006				
Commercial	\$46	\$10	\$36	.36%
Consumer	24	8	16	.20
Lease financing		4	(4)	(.29)
Total	\$70	\$22	\$48	.20
2005				
Commercial (a)	\$28	\$68	\$(40)	(.43)%
Consumer	21	7	14	.18
Residential mortgage	1		1	.04
Lease financing		1	(1)	(.07)
Total	\$50	\$76	\$(26)	(.12)

(a) Includes a \$53 million loan recovery.

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We establish reserves to provide coverage for probable losses not considered in the specific, pool and consumer reserve methodologies, such as, but not limited to, industry concentrations and conditions; credit quality trends; recent loss experience in particular sectors of the portfolio; ability and depth of lending management; changes in risk selection and underwriting standards; and the timing of available information. The amount of reserves for these qualitative factors is assigned to loan categories and to business segments based on the relative specific and pool allocation amounts. The amount of reserve allocated for qualitative factors represented 8% of the total allowance and .1% of total loans at June 30, 2006.

CREDIT DEFAULT SWAPS

Credit default swaps provide, for a fee, an assumption by a third party of a portion of the credit risk related to the underlying financial instruments. We use the contracts to mitigate credit risk associated with commercial lending activities as well as proprietary derivative and convertible bond trading. Credit default swaps are included in the Free-Standing Derivatives table in the Financial Derivatives section of this Risk Management discussion. We realized a net loss of \$4.5 million during the first six months of 2006 and minimal net gains during the same period of 2005 in connection with credit default swaps.

MARKET RISK MANAGEMENT OVERVIEW

Market risk is the risk of a loss in earnings or economic value due to adverse movements in market factors such as interest rates, credit spreads, foreign exchange rates, and equity prices.

MARKET RISK MANAGEMENT – INTEREST RATE RISK

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

PNC's Asset and Liability Management group centrally manages interest rate risk subject to interest rate risk limits and certain policies approved by the Asset and Liability Committee and the Risk Committee of the Board.

Sensitivity estimates and market interest rate benchmarks for the second quarter of 2006 and 2005 follow:

Interest Sensitivity Analysis

	Second Quarter 2006	Second Quarter 2005
Net Interest Income Sensitivity Simulation		
Effect on net interest income in first year from gradual interest rate change over following 12 months of:		
100 basis point increase	(1.3)%	1.5%
100 basis point decrease	1.2%	(2.0)%
Effect on net interest income in second year from gradual interest rate change over the preceding 12 months of:		
100 basis point increase	(3.6)%	3.1%
100 basis point decrease	2.8%	(6.9)%
Duration of Equity Model		
Base case duration of equity (in years):	1.0	(2.0)
Key Period-End Interest Rates		
One-month LIBOR	5.33%	3.34%
Three-year swap	5.62%	4.03%

In addition to measuring the effect on net interest income assuming parallel changes in current interest rates, we routinely simulate the effects of a number of nonparallel interest rate environments. The following Net Interest Income Sensitivity To Alternate Rate Scenarios table reflects the estimated percentage change in net interest income over the next two 12-month periods assuming (i) the PNC Economist's most likely rate forecast, (ii) implied forward rates, which result in an essentially flat rate scenario, and (iii) a Two-Ten Inversion (200 basis points differential between two-year and ten-year rates) scenario. We are inherently sensitive to a flatter or inverted yield curve.

Net Interest Income Sensitivity To Alternate Rate Scenarios (for second quarter 2006)

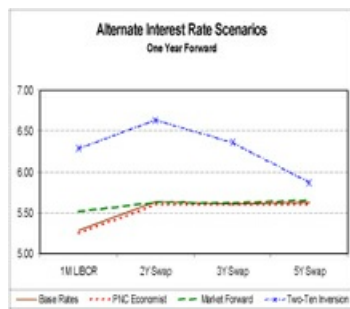
	PNC Economist	Market Forward	Two- Ten Inversion
First year sensitivity	.9%	(.3)%	(4.5)%
Second year sensitivity	5.7%	.2%	(4.3)%

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

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

The graph below presents the yield curves for the base rate scenario and each of the alternative scenarios one year forward.



Our risk position has become increasingly liability sensitive in part due to the increase in market interest rates and in part due to our balance sheet management strategy. We believe that we have the deposit funding base and balance sheet flexibility to take advantage, where appropriate, of changing interest rates and to adjust to changing market conditions.

MARKET RISK MANAGEMENT – TRADING RISK

Our trading activities primarily include customer-driven trading in fixed income securities, equities, derivatives, and foreign exchange contracts. They also include the underwriting of fixed income and equity securities and proprietary trading.

We use value-at-risk (“VaR”) as the primary means to measure and monitor market risk in trading activities. The Risk Committee of the Board establishes an enterprise-wide VaR limit on our trading activities.

The following table shows VaR usage for the second quarter of 2006 by product type:

VaR Usage by Product Type

In millions	Min	Max	Avg
Fixed Income	\$2.9	\$5.0	\$3.8
Equity	.6	2.5	1.1
Foreign Exchange	.1	.5	.2
Total	3.8	6.8	5.1

To help ensure the integrity of the models used to calculate VaR for each portfolio and enterprise-wide, we use a process known as backtesting. The backtesting process consists of comparing actual observations of trading-related gains or losses against the VaR levels that were calculated at the close of the prior day. We would expect a maximum of two to three instances a year in which actual losses exceeded the prior day VaR measure. During the first six months of 2006, there were no such instances at the enterprise-wide level.

The following graph shows a comparison of enterprise-wide trading-related gains and losses against prior day VaR for the period.

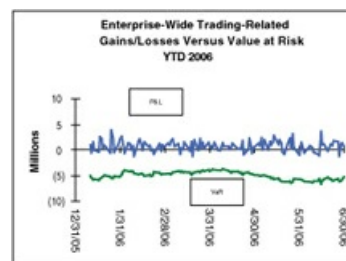


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Total trading revenue for the first half and second quarter of 2006 and 2005 was as follows:

Six months ended June 30 – in millions	2006	2005
Net interest income	(\$3)	\$6
Noninterest income	112	61
Total trading revenue	\$109	\$67
Securities underwriting and trading (a)	\$6	\$10
Foreign exchange	31	17
Financial derivatives	72	40
Total trading revenue	\$109	\$67
Three months ended June 30 – in millions	2006	2005
Net interest income	(\$3)	\$4
Noninterest income	55	11
Total trading revenue	\$52	\$15
Securities underwriting and trading (a)	\$2	\$5
Foreign exchange	17	9
Financial derivatives	33	1
Total trading revenue	\$52	\$15

(a) Includes changes in fair value for certain loans accounted for at fair value.

Average trading assets and liabilities consisted of the following:

Six months ended June 30 - in millions	2006	2005
Assets		
Securities (a)	\$1,636	\$1,907
Resale agreements (b)	350	828
Financial derivatives (c)	1,080	772
Loans at fair value (c)	86	
Total assets	\$3,152	\$3,507
Liabilities		
Securities sold short (d)	\$716	\$1,104
Repurchase agreements and other borrowings (e)	763	1,131
Financial derivatives (f)	1,052	789
Borrowings at fair value (f)	24	
Total liabilities	\$2,555	\$3,024
Three months ended June 30 - in millions	2006	2005
Assets		
Securities (a)	\$1,477	\$1,932
Resale agreements (b)	378	411
Financial derivatives (c)	1,251	864
Loans at fair value (c)	170	
Total assets	\$3,276	\$3,207
Liabilities		
Securities sold short (d)	\$769	\$750
Repurchase agreements and other borrowings (e)	641	1,078
Financial derivatives (f)	1,200	909
Borrowings at fair value (f)	48	
Total liabilities	\$2,658	\$2,737

(a) Included in Interest-earning assets-Other on the Average Consolidated Balance Sheet and Net Interest Analysis.

(b) Included in Federal funds sold and resale agreements.

(c) Included in Noninterest-earning assets-Other.

(d) Included in Other borrowed funds.

(e) Included in Repurchase agreements and Other borrowed funds.

(f) Included in Accrued expenses and other liabilities.

MARKET RISK MANAGEMENT – EQUITY AND OTHER

INVESTMENT RISK

Equity investment risk is the risk of potential losses associated with investing in both private and public equity markets.

Private Equity

The private equity portfolio is comprised of investments that vary by industry, stage and type of investment.

At June 30, 2006, private equity investments carried at estimated fair value totaled \$506 million compared with \$449 million at December 31, 2005. As of June 30, 2006, approximately 44% of the amount was invested directly in a variety of companies and approximately 56% was invested in various limited partnerships. Private equity unfunded commitments totaled \$140 million at June 30, 2006 compared with \$78 million at December 31, 2005. The increase resulted from our \$74 million commitment to a new equity fund, PNC Equity Partners II, LP, which had a first closing in June 2006. Our commitment is expected to be funded over a five-year period. This fund is not consolidated as we have less than a 50% ownership interest. See Note 14 Commitments And Guarantees in the Notes To Consolidated Financial Statements regarding our commitment to PNC Mezzanine Partners III, LP.

Other Investments

We also make investments in affiliated and non-affiliated funds with both traditional and alternative investment strategies. Such investments include investments in BlackRock's mutual funds, hedge funds, and CDOs. The economic values could be driven by either the fixed-income market or the equity markets, or both.

LIQUIDITY RISK MANAGEMENT

Liquidity risk is the risk of potential loss if we were unable to meet our funding requirements at a reasonable cost. We manage liquidity risk to help ensure that we can obtain cost-effective funding to meet current and future obligations under both normal "business as usual" and stressful circumstances.

Our largest source of funding on a consolidated basis is the deposit base that comes from our retail and wholesale banking activities. Other borrowed funds come from a diverse mix of long and short-term funding sources. Liquid assets and unused borrowing capacity from a number of sources are also available to maintain our liquidity position.

Liquid assets consist of short-term investments (federal funds sold, resale agreements and other short-term investments) and securities available for sale. At June 30, 2006, our liquid assets totaled \$24.4 billion, with \$10.3 billion pledged as collateral for borrowings, trust, and other commitments.

PNC Bank, N.A. is a member of the Federal Home Loan Bank of Pittsburgh ("FHLB-Pittsburgh") and as such has access to advances from FHLB-Pittsburgh secured generally by residential mortgages, other real estate related loans, and mortgage-backed securities. At June 30, 2006, our total unused borrowing capacity from FHLB-Pittsburgh under current collateral requirements was \$24.8 billion.

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We can also obtain funding through alternative forms of borrowing, including federal funds purchased, repurchase agreements, and short-term and long-term debt issuances. In July 2004, PNC Bank, N.A. established a program to offer up to \$20 billion in senior and subordinated unsecured debt obligations with maturities of more than nine months. Through June 30, 2006, PNC Bank, N.A. had issued \$2.9 billion of debt under this program, including \$500 million of 18-month floating rate notes, due January 2, 2008, issued during the second quarter of 2006 with interest payable monthly at the rate of 1-month LIBOR minus 5.5 basis points. These notes are not redeemable or subject to repayment at the option of the holder prior to maturity.

PNC Bank, N.A. established a program in December 2004 to offer up to \$3.0 billion of its commercial paper. As of June 30, 2006, \$10 million of commercial paper was outstanding under this program.

Our parent company's routine funding needs consist primarily of dividends to PNC shareholders, share repurchases, debt service, the funding of non-bank affiliates, and acquisitions.

Parent company liquidity guidelines are designed to help ensure that sufficient liquidity is available to meet these requirements over the succeeding 12-month period. In managing parent company liquidity we consider funding sources, such as expected dividends to be received from PNC Bank, N.A. and potential debt issuance, and discretionary funding uses, the most significant of which is the external dividend to be paid on PNC's stock.

The principal source of parent company cash flow is the dividends it receives from PNC Bank, N.A., which may be impacted by the following:

- Capital needs,
- Laws and regulations,
- Corporate policies,
- Contractual restrictions, and
- Other factors.

Also, there are statutory and regulatory limitations on the ability of national banks to pay dividends or make other capital distributions or to extend credit to the parent company or its non-bank subsidiaries. The amount available for dividend payments to the parent company by PNC Bank, N.A. without prior regulatory approval was approximately \$532 million at June 30, 2006.

In addition to dividends from PNC Bank, N.A., other sources of parent company liquidity include cash and short-term investments, as well as dividends and loan repayments from other subsidiaries. As of June 30, 2006, the parent company had approximately \$1.6 billion in funds available from its cash and short-term investments.

We can also generate liquidity for the parent company and PNC's non-bank subsidiaries through the issuance of securities in public or private markets. At June 30, 2006, we had unused capacity under effective shelf registration statements of approximately \$1.6 billion of debt or equity securities. BlackRock, one of our majority-owned non-bank subsidiaries, also has access to public and private financing. In July 2006, PNC Funding Corp established a program to offer up to \$3.0 billion of commercial paper to provide the parent company with additional liquidity.

As of June 30, 2006, there were \$1.1 billion of parent company contractual obligations with maturities of less than one year, all of which mature in the third quarter of 2006.

Commitments

The following tables set forth contractual obligations and various other commitments representing required and potential cash outflows as of June 30, 2006.

Contractual Obligations

June 30, 2006 - in millions	Total
Remaining contractual maturities of time deposits	\$18,474
Borrowed funds	15,651
Minimum annual rentals on noncancellable leases	1,144
Nonqualified pension and postretirement benefits	299
Purchase obligations (a)	316
Total contractual cash obligations	\$35,884

(a) Includes purchase obligations for goods and services covered by noncancellable contracts and contracts including cancellation fees.

Other Commitments (a)

June 30, 2006 - in millions	Total Amounts Committed
Loan commitments	\$40,904
Standby letters of credit	4,292
Other commitments (b)	5,265
Total commitments	\$50,461

(a) Other commitments are funding commitments that could potentially require performance in the event of demands by third parties or contingent events. Loan commitments are reported net of participations, assignments and syndications.

(b) Includes liquidity facilities commitments, standby bond repurchase agreements, equity funding commitments related to equity management and affordable housing, as well as BlackRock's investment commitments and obligation under an acquired management contract.

FINANCIAL DERIVATIVES

We use a variety of financial derivatives as part of the overall asset and liability risk management process to help manage interest rate, market and credit risk inherent in our business activities. Substantially all such instruments are used to manage risk related to changes in interest rates. Interest rate and total return swaps, interest rate caps and floors and futures contracts are the primary instruments used by us for interest rate risk management.

Financial derivatives involve, to varying degrees, interest rate, market and credit risk. For interest rate swaps and total return swaps, options and futures contracts, only periodic cash payments and, with respect to options, premiums, are exchanged. Therefore, cash requirements and exposure to credit risk are significantly less than the notional amount on these instruments. Further information on our financial derivatives, including the credit risk amounts of these derivatives as of June 30, 2006 and December 31, 2005, is presented in Note 1 Accounting Policies and Note 9 Financial Derivatives in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

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

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The following tables provide the notional amount and fair value of financial derivatives used for risk management and designated as accounting hedges as well as free-standing derivatives at June 30, 2006 and December 31, 2005. Weighted-average interest rates presented are based on contractual terms, if fixed, or the implied forward yield curve at each respective date, if floating.

Financial Derivatives - 2006

June 30, 2006 - dollars in millions	Notional/ Contract Amount	Net Fair Value	Weighted Average Maturity	Weighted-Average Interest Rates Paid	Weighted-Average Interest Rates Received
Accounting Hedges					
Interest rate risk management					
Asset rate conversion					
Interest rate swaps (a)					
Receive fixed	\$3,177	\$(42)	3 yrs. 3 mos.	5.48%	4.84%
Pay fixed	10		1 yr. 5 mos.	3.31	5.53
Interest rate floors (b)	7		4 yrs. 9 mos.	NM	NM
Forward purchase commitments	100		2 mos.	NM	NM
Futures contracts	77		11 mos.	NM	NM
Total asset rate conversion	3,371	(42)			
Liability rate conversion					
Interest rate swaps (a)					
Receive fixed	5,345	(84)	5 yrs. 11 mos.	5.61	5.37
Total liability rate conversion	5,345	(84)			
Total interest rate risk management	8,716	(126)			
Commercial mortgage banking risk management					
Pay fixed interest rate swaps (a)	104	2	10 yrs. 2 mos.	5.46	5.62
Pay total return swaps designated to loans held for sale (a)	250	1	1 mo.	NM	5.25
Total commercial mortgage banking risk management	354	3			
Total accounting hedges (c)	\$9,070	\$(123)			
Free-Standing Derivatives					
Customer-related					
Interest rate					
Swaps	\$56,188	\$51	3 yrs. 9 mos.	5.24%	5.26%
Caps/floors					
Sold	1,354	(4)	6 yrs. 1 mo.	NM	NM
Purchased	686	2	7 yrs. 6 mos.	NM	NM
Futures	3,575	(3)	8 mos.	NM	NM
Foreign exchange	4,684	1	7 mos.	NM	NM
Equity	3,345	(31)	1 yr. 2 mos.	NM	NM
Swaptions	6,815	(15)	6 yrs. 8 mos.	NM	NM
Other	20		11 yrs.	NM	NM
Total customer-related	76,667	1			
Other risk management and proprietary					
Interest rate					
Swaps	11,442	16	8 yrs. 6 mos.	5.11%	5.30%
Caps/floors					
Sold	4,000	(18)	3 yrs. 3 mos.	NM	NM
Purchased	4,510	23	3 yrs. 6 mos.	NM	NM
Futures	9,624	7	11 mos.	NM	NM
Foreign exchange	163		7 yrs. 3 mos.	NM	NM
Credit derivatives	2,448	(1)	7 yrs.	NM	NM
Risk participation agreements	763		4 yrs.	NM	NM
Commitments related to mortgage-related assets	1,463	(14)	3 mos.	NM	NM
Options					
Futures	37,933	(6)	8 mos.	NM	NM
Swaptions	15,387	45	10 yrs. 3 mos.	NM	NM
Total other risk management and proprietary	87,733	52			
Total free-standing derivatives	\$164,400	\$53			

(a) The floating rate portion of interest rate contracts is based on money-market indices. As a percent of notional amount, 71% were based on 1-month LIBOR, 29% on 3-month LIBOR.

(b) Interest rate floors have a weighted-average strike of 3.21%.

(c) Fair value amounts include accrued interest of \$72 million.

NM Not meaningful

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Financial Derivatives - 2005

December 31, 2005 - dollars in millions	Notional/ Contract Amount	Net Fair Value	Weighted Average Maturity	Weighted-Average Interest Rates	
				Paid	Received
Accounting Hedges					
Interest rate risk management					
Asset rate conversion					
Interest rate swaps (a)					
Receive fixed	\$2,926	\$(9)	2 yrs. 10 mos.	4.75%	4.42%
Pay fixed	12		2 yrs. 1 mo.	3.68	4.77
Futures contracts	42		1 yr. 1 mo.	NM	NM
Total asset rate conversion	2,980	(9)			
Liability rate conversion					
Interest rate swaps (a)					
Receive fixed	5,345	84	6 yrs. 5 mos.	4.87	5.37
Total liability rate conversion	5,345	84			
Total interest rate risk management	8,325	75			
Commercial mortgage banking risk management					
Pay fixed interest rate swaps (a)	251	(4)	10 yrs. 9 mos.	5.05	4.88
Pay total return swaps designated to loans held for sale (a)	250	(2)	1 mo.	NM	4.37
Total commercial mortgage banking risk management	501	(6)			
Total accounting hedges (b)	\$8,826	\$69			
Free-Standing Derivatives					
Customer-related					
Interest rate					
Swaps	\$43,868	\$34	4 yrs. 2 mos.	4.69%	4.69%
Caps/floors					
Sold	1,710	(4)	1 yr. 11 mos.	NM	NM
Purchased	1,446	3	11 mos.	NM	NM
Futures	2,570		10 mos.	NM	NM
Foreign exchange	4,687	4	5 mos.	NM	NM
Equity	2,744	(79)	1 yr. 6 mos.	NM	NM
Swaptions	2,559	(1)	8 yrs. 11 mos.	NM	NM
Other	230	1	10 yrs. 8 mos.	NM	NM
Total customer-related	59,814	(42)			
Other risk management and proprietary					
Interest rate					
Swaps	2,369	1	4 yrs. 11 mos.	4.56%	4.65%
Basis swaps	756	1	6 yrs. 10 mos.	4.14	4.85
Pay fixed swaps	2,474	(2)	7 yrs. 7 mos.	4.37	4.57
Caps/floors					
Sold	2,000	(10)	2 yrs. 7 mos.	NM	NM
Purchased	2,310	14	2 yrs. 10 mos.	NM	NM
Futures	10,901	2	1 yr. 2 mos.	NM	NM
Credit derivatives	1,353		4 yrs. 7 mos.	NM	NM
Risk participation agreements	461		3 yrs. 11 mos.	NM	NM
Commitments related to mortgage-related assets	1,695	1	2 mos.	NM	NM
Options					
Futures	33,384	3	5 mos.	NM	NM
Swaptions	15,440	30	7 yrs. 7 mos.	NM	NM
Other	24	4	4 mos.	NM	NM
Total other risk management and proprietary	73,167	44			
Total free-standing derivatives	\$132,981	\$2			

(a) The floating rate portion of interest rate contracts is based on money-market indices. As a percent of notional amount, 67% were based on 1-month LIBOR, 33% on 3-month LIBOR.

(b) Fair value amounts include accrued interest of \$81 million.

NM Not meaningful

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INTERNAL CONTROLS AND DISCLOSURE CONTROLS AND PROCEDURES

As of June 30, 2006, we performed an evaluation under the supervision and with the participation of our management, including the Chairman and Chief Executive Officer and the Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures and of changes in our internal control over financial reporting.

Based on that evaluation, our management, including the Chairman and Chief Executive Officer and the Chief Financial Officer, concluded that our disclosure controls and procedures were effective as of June 30, 2006, and that there has been no change in internal control over financial reporting that occurred during the second quarter of 2006 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

GLOSSARY OF TERMS

Accounting/administration net fund assets - Net domestic and foreign fund investment assets for which we provide accounting and administration services. We do not include these assets on our Consolidated Balance Sheet.

Adjusted average total assets - Primarily comprised of total average quarterly (or annual) assets plus (less) unrealized losses (gains) on available-for-sale debt securities, less goodwill and certain other intangible assets.

Annualized - Adjusted to reflect a full year of activity.

Assets under management - Assets over which we have sole or shared investment authority for our customers/clients. We do not include these assets on our Consolidated Balance Sheet.

Basis point - One hundredth of a percentage point.

Charge-off - Process of removing a loan or portion of a loan from our balance sheet because it is considered uncollectible. We also record a charge-off when a loan is transferred to held for sale and the loan's market value is less than its carrying amount.

Common shareholders' equity to total assets - Common shareholders' equity divided by total assets. Common shareholders' equity equals total shareholders' equity less the liquidation value of preferred stock.

Credit derivatives - Contractual agreements that provide protection against a credit event of one or more referenced credits. The nature of a credit event is established by the protection buyer and protection seller at the inception of a transaction, and such events include bankruptcy, insolvency and failure to meet payment obligations when due. The buyer of the credit derivative pays a periodic fee in return for a payment by the protection seller upon the occurrence, if any, of a credit event.

Custody assets - Investment assets held on behalf of clients under safekeeping arrangements. We do not include these assets on our Consolidated Balance Sheet. Investment assets held in custody at other institutions on our behalf are included in the appropriate asset categories on the Consolidated Balance Sheet as if physically held by us.

Derivatives - Financial contracts whose value is derived from publicly traded securities, interest rates, currency exchange rates or market indices. Derivatives cover a wide assortment of financial contracts, including forward contracts, futures, options and swaps.

Duration of equity - An estimate of the rate sensitivity of our economic value of equity. A negative duration of equity is associated with asset sensitivity (*i.e.*, positioned for rising interest rates), while a positive value implies liability sensitivity (*i.e.*, vulnerable to rising rates). For example, if the duration of equity is +1.5 years, the economic value of equity declines by 1.5% for each 100 basis point increase in interest rates.

Earning assets - Assets that generate income, which include: federal funds sold; resale agreements; other short-term investments, including trading securities; loans held for sale; loans, net of unearned income; securities; and certain other assets.

Economic capital - Represents the amount of resources that our business segments should hold to guard against potentially large losses that could cause insolvency. It is based on a measurement of economic risk, as opposed to risk as defined by regulatory bodies. The economic capital measurement process involves converting a risk distribution to the capital that is required to support the risk, consistent with our target credit rating. As such, economic risk serves as a "common currency" of risk that allows us to compare different risks on a similar basis.

Economic value of equity ("EVE") - The present value of the expected cash flows of our existing assets less the present value of the expected cash flows of our existing liabilities, plus the present value of the net cash flows of our existing off-balance sheet positions.

Effective duration - A measurement, expressed in years, that, when multiplied by a change in interest rates, would approximate the percentage change in value of on- and off- balance sheet positions.

Efficiency - Noninterest expense divided by the sum of net interest income and noninterest income.

Foreign exchange contracts - Contracts that provide for the future receipt and delivery of foreign currency at previously agreed-upon terms.

Funds transfer pricing - A management accounting methodology designed to recognize the net interest income effects of sources and uses of funds provided by the assets and liabilities of our business segments. We assign these balances LIBOR-based funding rates at origination that represent the interest cost for us to raise/invest funds with similar maturity and repricing structures.

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Futures and forward contracts - Contracts in which the buyer agrees to purchase and the seller agrees to deliver a specific financial instrument at a predetermined price or yield. May be settled either in cash or by delivery of the underlying financial instrument.

GAAP - Accounting principles generally accepted in the United States of America.

Interest rate floors and caps - Interest rate protection instruments that involve payment from the seller to the buyer of an interest differential, which represents the difference between a short-term rate (e.g., three-month LIBOR) and an agreed-upon rate (the strike rate) applied to a notional principal amount.

Interest rate swap contracts - Contracts that are entered into primarily as an asset/liability management strategy to reduce interest rate risk. Interest rate swap contracts are exchanges of interest rate payments, such as fixed-rate payments for floating-rate payments, based on notional principal amounts.

Intrinsic value - The amount by which the fair value of an underlying stock exceeds the exercise price of an option on that stock.

Leverage ratio - Tier 1 risk-based capital divided by adjusted average total assets.

Net interest margin - Annualized taxable-equivalent net interest income divided by average earning assets.

Nondiscretionary assets under administration - Assets we hold for our customers/clients in a non-discretionary, custodial capacity. We do not include these assets on our Consolidated Balance Sheet.

Noninterest income to total revenue - Noninterest income divided by the sum of net interest income and noninterest income.

Nonperforming assets - Nonperforming assets include nonaccrual loans, troubled debt restructured loans, nonaccrual loans held for sale, foreclosed assets and other assets. We do not accrue interest income on assets classified as nonperforming.

Nonperforming loans - Nonperforming loans include loans to commercial, equipment lease financing, consumer, commercial real estate and residential mortgage customers as well as troubled debt restructured loans. Nonperforming loans do not include nonaccrual loans held for sale or foreclosed and other assets. We do not accrue interest income on loans classified as nonperforming.

Notional amount - A number of currency units, shares, or other units specified in a derivatives contract.

Operating leverage - The period to period percentage change in total revenue less the percentage change in noninterest expense. A positive percentage indicates that revenue growth exceeded expense growth (*i.e.*, positive operating leverage) while a negative percentage implies expense growth exceeded revenue growth (*i.e.*, negative operating leverage).

Options - Contracts that grant the purchaser, for a premium payment, the right, but not the obligation, to either purchase or sell the associated financial instrument at a set price during a period or at a specified date in the future.

Recovery - Cash proceeds received on a loan that we had previously charged off. We credit the amount received to the allowance for loan and lease losses.

Return on average capital - Annualized net income divided by average capital.

Return on average assets - Annualized net income divided by average assets.

Return on average common equity - Annualized net income divided by average common shareholders' equity.

Risk-weighted assets - Primarily computed by the assignment of specific risk-weights (as defined by The Board of Governors of the Federal Reserve System) to assets and off-balance sheet instruments.

Securitization - The process of legally transforming financial assets into securities.

Swaptions - Contracts that grant the purchaser, for a premium payment, the right, but not the obligation, to enter into an interest rate swap agreement during a period or at a specified date in the future.

Tangible common equity ratio - Common shareholders' equity less goodwill and other intangible assets (excluding mortgage servicing rights) divided by period-end assets less goodwill and other intangible assets (excluding mortgage servicing rights).

Taxable-equivalent interest - The interest income earned on certain assets is completely or partially exempt from federal income tax. As such, these tax-exempt instruments typically yield lower returns than a taxable investment. To provide more meaningful comparisons of yields and margins for all interest-earning assets, we also provide revenue on a taxable-equivalent basis by increasing the interest income earned on tax-exempt assets to make it fully equivalent to interest income on other taxable investments. This adjustment is not permitted under GAAP on the Consolidated Income Statement.

Tier 1 risk-based capital - Tier 1 risk-based capital equals: total shareholders' equity, plus trust preferred capital securities, plus certain minority interests that are held by others; less goodwill and certain other intangible assets, less equity investments in nonfinancial companies and less net unrealized holding losses on available-for-sale equity securities. Net unrealized holding gains on available-for-sale equity securities, net unrealized holding gains (losses) on available-for-sale debt securities and net unrealized holding gains (losses) on cash flow hedge derivatives are excluded from total shareholders' equity for tier 1 risk-based capital purposes.

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Tier 1 risk-based capital ratio - Tier 1 risk-based capital divided by period-end risk-weighted assets.

Total fund assets serviced - Total domestic and offshore fund investment assets for which we provide related processing services. We do not include these assets on our Consolidated Balance Sheet.

Total return swap - A non-traditional swap where one party agrees to pay the other the "total return" of a defined underlying asset (e.g., a loan), usually in return for receiving a stream of LIBOR-based cash flows. The total returns of the asset, including interest and any default shortfall, are passed through to the counterparty. The counterparty is therefore assuming the credit and economic risk of the underlying asset.

Total risk-based capital - Tier 1 risk-based capital plus qualifying senior and subordinated debt, other minority interest not qualified as tier 1, and the allowance for loan and lease losses, subject to certain limitations.

Total risk-based capital ratio - Total risk-based capital divided by period-end risk-weighted assets.

Transaction deposits - The sum of money market and interest-bearing demand deposits and demand and other noninterest-bearing deposits.

Value-at-risk ("VaR") - A statistically-based measure of risk which describes the amount of potential loss which may be incurred due to severe and adverse market movements. The measure is of the maximum loss which should not be exceeded on 99 out of 100 days.

Yield curve - A graph showing the relationship between the yields on financial instruments or market indices of the same credit quality with different maturities. For example, a "normal" or "positive" yield curve exists when long-term bonds have higher yields than short-term bonds. A "flat" yield curve exists when yields are the same for short-term and long-term bonds. A "steep" yield curve exists when yields on long-term bonds are significantly higher than on short-term bonds. An "inverted" or "negative" yield curve exists when short-term bonds have higher yields than long-term bonds.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

We make statements in this Report, and we may from time to time make other statements, regarding our outlook or expectations for earnings, revenues, expenses and/or other matters regarding or affecting PNC that are forward-looking statements within the meaning of the Private Securities Litigation Reform Act. Forward-looking statements are typically identified by words such as "believe," "expect," "anticipate," "intend," "outlook," "estimate," "forecast," "project" and other similar words and expressions.

Forward-looking statements are subject to numerous assumptions, risks and uncertainties, which change over time. Forward-looking statements speak only as of the date they are made. We do not assume any duty and do not undertake to update our forward-looking statements. Actual results or future events could differ, possibly materially, from those that we anticipated in our forward-looking statements, and future results could differ materially from our historical performance.

Our forward-looking statements are subject to the following principal risks and uncertainties. We provide greater detail regarding these factors in our 2005 Form 10-K, including in the Risk Factors and Risk Management sections. Our forward-looking statements may also be subject to other risks and uncertainties, including those discussed elsewhere in this Report or in our other filings with the SEC.

- Our business and operating results are affected by business and economic conditions generally or specifically in the principal markets in which we do business. We are affected by changes in our customers' financial performance, as well as changes in customer preferences and behavior, including as a result of changing economic conditions.
- The value of our assets and liabilities as well as our overall financial performance are affected by changes in interest rates or in valuations in the debt and equity markets. Actions by the Federal Reserve and other government agencies, including those that impact money supply and market interest rates, can affect our activities and financial results.
- Competition can have an impact on customer acquisition, growth and retention, as well as on our credit spreads and product pricing, which can affect market share, deposits and revenues.
- Our ability to implement our One PNC initiative, as well as other business initiatives and strategies we may pursue, could affect our financial performance over the next several years.

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- Our ability to grow successfully through acquisitions is impacted by a number of risks and uncertainties related both to the acquisition transactions themselves and to the integration of the acquired businesses into PNC after closing. These uncertainties are present in transactions such as the pending acquisition by BlackRock of Merrill Lynch's investment management business.
- Legal and regulatory developments could have an impact on our ability to operate our businesses or our financial condition or results of operations or our competitive position or reputation. Reputational impacts, in turn, could affect matters such as business generation and retention, our ability to attract and retain management, liquidity and funding. These legal and regulatory developments could include: (a) the unfavorable resolution of legal proceedings or regulatory and other governmental inquiries; (b) increased litigation risk from recent regulatory and other governmental developments; (c) the results of the regulatory examination process, our failure to satisfy the requirements of agreements with governmental agencies, and regulators' future use of supervisory and enforcement tools; (d) legislative and regulatory reforms, including changes to laws and regulations involving tax, pension, and the protection of confidential customer information; and (e) changes in accounting policies and principles.
- Our business and operating results are affected by our ability to identify and effectively manage risks inherent in our businesses, including, where appropriate, through the effective use of third-party insurance and capital management techniques.
- Our ability to anticipate and respond to technological changes can have an impact on our ability to respond to customer needs and to meet competitive demands.
- The adequacy of our intellectual property protection, and the extent of any costs associated with obtaining rights in intellectual property claimed by others, can impact our business and operating results.
- Our business and operating results can be affected by widespread natural disasters, terrorist activities or international hostilities, either as a result of the impact on the economy and financial and capital markets generally or on us or on our customers, suppliers or other counterparties specifically.

Also, risks and uncertainties that could affect the results anticipated in forward-looking statements or from historical performance relating to our majority-owned subsidiary BlackRock, Inc. are discussed in more detail in BlackRock's 2005 Annual Report on Form 10-K, including in the Risk Factors section, and in BlackRock's other filings with the SEC, accessible on the SEC's website at www.sec.gov and on or through BlackRock's website at www.blackrock.com.

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CONSOLIDATED INCOME STATEMENT

THE PNC FINANCIAL SERVICES GROUP, INC.

In millions, except per share data Unaudited	Three months ended June 30		Six months ended June 30	
	2006	2005	2006	2005
Interest Income				
Loans	\$ 797	\$ 646	\$1,544	\$1,224
Securities available for sale and held to maturity	255	198	498	370
Other	74	57	150	111
Total interest income	1,126	901	2,192	1,705
Interest Expense				
Deposits	379	224	706	406
Borrowed funds	191	143	374	259
Total interest expense	570	367	1,080	665
Net interest income	556	534	1,112	1,040
Provision for (recoveries of) credit losses	44	(27)	66	(19)
Net interest income less provision for (recoveries of) credit losses	512	561	1,046	1,059
Noninterest Income				
Asset management	429	334	890	648
Fund servicing	210	219	431	439
Service charges on deposits	80	67	153	126
Brokerage	63	57	122	112
Consumer services	94	73	183	137
Corporate services	157	113	292	221
Equity management gains	54	12	61	44
Net securities losses	(8)	(26)	(12)	(35)
Trading	55	11	112	61
Other	96	69	183	150
Total noninterest income	1,230	929	2,415	1,903
Noninterest Expense				
Compensation	558	481	1,113	960
Employee benefits	76	86	163	169
Net occupancy	83	72	162	145
Equipment	80	74	157	148
Marketing	22	25	42	45
Other	330	302	683	573
Total noninterest expense	1,149	1,040	2,320	2,040
Income before minority and noncontrolling interests and income taxes	593	450	1,141	922
Minority and noncontrolling interests in income of consolidated entities	15	9	28	15
Income taxes	197	159	378	271
Net income	\$ 381	\$ 282	\$ 735	\$ 636
Earnings Per Common Share				
Basic	\$ 1.30	\$.99	\$ 2.51	\$ 2.25
Diluted	\$ 1.28	\$.98	\$ 2.47	\$ 2.22
Average Common Shares Outstanding				
Basic	293	285	292	283
Diluted	297	288	297	286

See accompanying Notes To Consolidated Financial Statements.

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THE PNC FINANCIAL SERVICES GROUP, INC.

In millions, except par value Unaudited	June 30 2006	December 31 2005
Assets		
Cash and due from banks	\$ 3,438	\$ 3,518
Federal funds sold and resale agreements	675	350
Other short-term investments, including trading securities	2,005	2,543
Loans held for sale	2,165	2,449
Securities available for sale and held to maturity	21,724	20,710
Loans, net of unearned income of \$828 and \$835	50,548	49,101
Allowance for loan and lease losses	(611)	(596)
Net loans	49,937	48,505
Goodwill	3,636	3,619
Other intangible assets	862	847
Other	10,472	9,413
Total assets	\$94,914	\$ 91,954
Liabilities		
Deposits		
Noninterest-bearing	\$14,434	\$ 14,988
Interest-bearing	49,059	45,287
Total deposits	63,493	60,275
Borrowed funds		
Federal funds purchased	3,320	4,128
Repurchase agreements	2,136	1,691
Bank notes and senior debt	3,503	3,875
Subordinated debt	4,329	4,469
Other	2,363	2,734
Total borrowed funds	15,651	16,897
Allowance for unfunded loan commitments and letters of credit	103	100
Accrued expenses	2,635	2,770
Other	3,573	2,759
Total liabilities	85,455	82,801
Minority and noncontrolling interests in consolidated entities	632	590
Shareholders' Equity		
Preferred stock (a)		
Common stock - \$5 par value		
Authorized 800 shares, issued 353 shares	1,764	1,764
Capital surplus	1,385	1,358
Retained earnings	9,449	9,023
Deferred compensation expense	(60)	(59)
Accumulated other comprehensive loss	(510)	(267)
Common stock held in treasury at cost: 58 and 60 shares	(3,201)	(3,256)
Total shareholders' equity	8,827	8,563
Total liabilities, minority and noncontrolling interests, and shareholders' equity	\$94,914	\$ 91,954

(a) Less than \$.5 million at each date.

See accompanying Notes To Consolidated Financial Statements.

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CONSOLIDATED STATEMENT OF CASH FLOWS

THE PNC FINANCIAL SERVICES GROUP, INC.

Six months ended June 30 - in millions

Unaudited	2006	2005
Operating Activities		
Net income	\$ 735	\$ 636
Adjustments to reconcile net income to net cash provided by operating activities		
Provision for (recoveries of) credit losses	66	(19)
Depreciation, amortization and accretion	182	166
Deferred income taxes	71	(40)
Securities transactions	12	35
Valuation adjustments	(2)	(4)
Excess tax benefits from share-based payment arrangements	(17)	
Net change in		
Loans held for sale	342	(590)
Other short-term investments	659	(221)
Other	(494)	(1,050)
Net cash provided (used) by operating activities	1,554	(1,087)
Investing Activities		
Repayment of securities	1,692	1,653
Sales		
Securities	3,433	9,993
Loans	18	23
Foreclosed and other nonperforming assets	7	9
Purchases		
Securities	(6,460)	(15,397)
Loans	(658)	(1,200)
Net change in		
Loans	(913)	(1,824)
Federal funds sold and resale agreements	(325)	2,036
Net cash paid for acquisitions	(55)	(372)
Other	(128)	(118)
Net cash used by investing activities	(3,389)	(5,197)
Financing Activities		
Net change in		
Noninterest-bearing deposits	(554)	(1,517)
Interest-bearing deposits	3,770	3,173
Federal funds purchased	(808)	2,481
Repurchase agreements	444	356
Commercial paper		1,747
Other short-term borrowed funds	(534)	358
Sales/issuances		
Bank notes and senior debt	504	1,299
Other long-term borrowed funds		
Common stock	223	80
Repayments/maturities		
Bank notes and senior debt	(850)	(750)
Subordinated debt		(351)
Other long-term borrowed funds	(328)	(352)
Excess tax benefits from share-based payment arrangements	17	
Acquisition of treasury stock	(232)	(80)
Cash dividends paid	(309)	(283)
Net cash provided by financing activities	1,755	6,496
Net Increase (Decrease) In Cash And Due From Banks	(80)	212
Cash and due from banks at beginning of period	3,518	3,230
Cash and due from banks at end of period	\$ 3,438	\$ 3,442
Cash Paid For		
Interest	\$ 1,063	\$ 603
Income taxes	290	313
Non-cash Items		
Transfer from loans to loans held for sale, net	56	11
Transfer from loans to other assets	5	10

See accompanying Notes To Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

THE PNC FINANCIAL SERVICES GROUP, INC.

BUSINESS

We are one of the largest diversified financial services companies in the United States, operating businesses engaged in:

- Retail banking,
- Corporate and institutional banking,
- Asset management, and
- Global fund processing services.

We provide many of our products and services nationally and others in our primary geographic markets located in Pennsylvania; New Jersey; the greater Washington, DC area, including Maryland and Virginia; Ohio; Kentucky and Delaware. We also provide certain asset management and global fund processing services internationally. We are subject to intense competition from other financial services companies and are subject to regulation by various domestic and international authorities.

NOTE 1 ACCOUNTING POLICIES

BASIS OF FINANCIAL STATEMENT PRESENTATION

Our unaudited interim consolidated financial statements include the accounts of the parent company and its subsidiaries, most of which are wholly owned, and certain partnership interests and variable interest entities. We prepared these unaudited interim consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (“generally accepted accounting principles” or “GAAP”). We have eliminated all significant intercompany accounts and transactions. We have also reclassified certain prior period amounts to conform with the 2006 presentation. These reclassifications did not have a material impact on our consolidated financial condition or results of operations.

In our opinion, the unaudited interim consolidated financial statements reflect all normal, recurring adjustments needed to present fairly our results for the interim periods.

When preparing these unaudited interim consolidated financial statements, we have assumed that you have read the audited consolidated financial statements included in our 2005 Annual Report on Form 10-K.

SPECIAL PURPOSE ENTITIES

Special purpose entities are broadly defined as legal entities structured for a particular purpose. We use special purpose entities in various legal forms to conduct normal business activities. Special purpose entities that meet the criteria for a Qualifying Special Purpose Entity (“QSPE”) as defined in Statement of Financial Accounting Standards No. (“SFAS”) 140, “Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities,” are not required to be consolidated. We review special purpose entities that are not QSPEs for consolidation in accordance with Financial Accounting Standards Board (“FASB”) Interpretation No. 46

(Revised 2003), “Consolidation of Variable Interest Entities” (“FIN 46R”).

In general, a variable interest entity (“VIE”) is a special purpose entity formed as a corporation, partnership, limited liability corporation, or any other legal structure used to conduct activities or hold assets that either:

- Does not have equity investors with voting rights that can directly or indirectly make decisions about the entity’s activities through those voting rights or similar rights, or
- Has equity investors that do not provide enough cash or other financial resources for the entity to support its activities.

A VIE often holds financial assets, including loans or receivables, real estate or other property.

We consolidate a VIE if we are considered to be its primary beneficiary. The primary beneficiary is subject to a majority of the risk of loss from the VIE’s activities, is entitled to receive a majority of the entity’s residual returns, or both. Upon consolidation of a VIE, we generally record all of the VIE’s assets, liabilities and noncontrolling interests at fair value, with future changes based upon consolidation accounting principles. See Note 6 Variable Interest Entities for more information about non-consolidated VIEs in which we hold a significant interest.

BUSINESS COMBINATIONS

We record the net assets of companies that we acquire at their estimated fair value at the date of acquisition and we include the results of operations of the acquired business in our consolidated income statement from the date of acquisition. We recognize as goodwill the excess of the purchase price over the estimated fair value of the net assets acquired.

USE OF ESTIMATES

We prepare the unaudited interim consolidated financial statements using financial information available at the time, which requires us to make estimates and assumptions that affect the amounts reported. Actual results will differ from these estimates and the differences may be material to the consolidated financial statements.

REVENUE RECOGNITION

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

- Lending,
- Securities portfolio,
- Investment management and fund servicing,
- Customer deposits,
- Loan servicing,
- Brokerage services, and
- Securities and derivatives trading activities, including foreign exchange.

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We also earn revenue from selling loans and securities, and we recognize income or loss from certain private equity activities. We also earn fees and commissions from:

- Issuing loan commitments, standby letters of credit and financial guarantees,
- Selling various insurance products,
- Providing treasury management services, and
- Participating in certain capital markets transactions.

Revenue earned on interest-earning assets is recognized based on the effective yield of the financial instrument.

We recognize asset management and fund servicing fees primarily as the services are performed. Asset management fees are generally based on a percentage of the fair value of the assets under management and performance fees are generally based on a percentage of the returns on such assets. Certain performance fees are earned upon attaining specified investment return thresholds and are recorded as earned. Fund servicing fees are primarily based on a percentage of the fair value of the fund assets and the number of shareholder accounts we service.

Service charges on deposit accounts are recognized as charged. Brokerage fees and gains on the sale of securities and certain derivatives are recognized on a trade-date basis.

We record private equity income or loss based on changes in the valuation of the underlying investments or when we dispose of our interest. Dividend income from private equity investments is generally recognized when received.

We recognize revenue from loan servicing, securities and derivatives and foreign exchange trading, and securities underwriting activities as they are earned based on contractual terms, as transactions occur or as services are provided. We recognize revenue from the sale of loans upon closing of the transaction.

In certain circumstances, revenue is reported net of associated expenses in accordance with applicable accounting guidance and industry practice.

INVESTMENTS

We have interests in various types of investments. The accounting for these investments is dependent on a number of factors including, but not limited to, items such as:

- Marketability of the investment,
- Ownership interest,
- Our plans for the investment, and
- The nature of the investment.

Private Equity Investments

We report private equity investments, which include direct investments in companies, interests in limited partnerships, and affiliated partnership interests, at estimated fair values. These estimates are based on available information and may not necessarily represent amounts that we will ultimately realize through distribution, sale or liquidation of the investments. The valuation procedures applied to direct investments include techniques such as multiples of cash flow of the entity, independent appraisals of the entity or the pricing used to value the entity in a recent financing transaction. We value affiliated partnership interests based on the underlying investments of the partnership using procedures consistent with those applied to direct investments. We generally value limited partnership investments based on the financial

statements we receive from the general partner. We include all private equity investments in the consolidated balance sheet in other assets. Changes in the fair value of these assets are recognized in noninterest income.

We consolidate private equity investments when we are the general partner in a limited partnership and have determined that we have control of the partnership.

Equity Securities and Partnership Interests

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

- Marketable equity securities are recorded on a trade-date basis and are accounted for at fair value based on the securities' quoted market prices from a national securities exchange. Dividend income on these securities is recognized in net interest income. Those purchased with the intention of recognizing short-term profits are placed in the trading account, carried at market value and classified as short-term investments. Gains and losses on trading securities are included in noninterest income. Marketable equity securities not classified as trading are designated as securities available for sale and are carried at fair value with unrealized gains and losses, net of income taxes, reflected in accumulated other comprehensive income or loss. Any unrealized losses that we have determined to be other-than-temporary are recognized in the period that the determination is made.
- Investments in nonmarketable equity securities are recorded using the cost or equity method of accounting. The cost method is used for those investments in which we do not have significant influence over the investee. Under this method, there is no change to the cost basis unless there is an other-than-temporary decline in value. If the decline is determined to be other than temporary, we write down the cost basis of the investment to a new cost basis that represents realizable value. The amount of the write-down is accounted for as a loss included in noninterest income in the period the determination is made. Distributions received from income on cost method investments are included in interest or noninterest income depending on the type of investment. We use the equity method for those investments in which we have significant influence over the operations of the investee. Under the equity method, we record our equity ownership share of the net income or loss of the investee in noninterest income. We include nonmarketable equity securities in other assets in the consolidated balance sheet.

For investments in limited partnerships that are not required to be consolidated, we use either the cost method or the equity method as described above for nonmarketable equity securities. We use the equity method if our limited partner ownership interest in the partnership is greater than 3%. We use the cost method for the remaining limited partnership investments. We account for general partnership interests under the equity method when we have determined that we do not have control over these entities and are not required to consolidate them. General and limited partnership investments are included in other assets on the consolidated balance sheet.

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Debt Securities

Debt securities are recorded on a trade-date basis. We classify debt securities as securities and carry them at amortized cost if we have the positive intent and ability to hold the securities to maturity. Debt securities that we purchase for short-term appreciation or other trading purposes are carried at market value and classified as short-term investments. Gains and losses on these securities are included in noninterest income. Debt securities not classified as held to maturity or trading are designated as securities available for sale and carried at fair value with unrealized gains and losses, net of income taxes, reflected in accumulated other comprehensive income or loss. Other-than-temporary declines in the fair value of available for sale debt securities are recognized as a securities loss included in noninterest income in the period in which the determination is made. We review for impairment on a quarterly basis all debt securities that are in an unrealized loss position.

We include all interest on debt securities, including amortization of premiums and accretion of discounts using the interest method, in net interest income. We compute gains and losses realized on the sale of debt securities available for sale on a specific security basis and include them in noninterest income.

LOANS AND LEASES

Except as described below, loans are stated at the principal amounts outstanding, net of unearned income, unamortized deferred fees and costs on originated loans, and premiums or discounts on loans purchased. Interest income related to loans other than nonaccrual loans is accrued based on the principal amount outstanding and credited to net interest income as earned. Loan origination fees, direct loan origination costs, and loan premiums and discounts are deferred and amortized to income, over periods not exceeding the contractual life of the loan, using methods that approximate the interest method.

On January 1, 2006, we adopted SFAS 155, "Accounting for Certain Hybrid Instruments – an amendment of FASB Statements No. 133 and 140," which was issued in February 2006. SFAS 155 permits a fair value election for previously bifurcated hybrid financial instruments on an instrument-by-instrument basis, clarifies the scope of SFAS 133, "Accounting for Derivative Instruments and Hedging Activities," regarding interest-only and principal-only strips, and provides further guidance on certain issues regarding beneficial interests in securitized financial assets, concentrations of credit risk and qualifying special purpose entities. Beginning January 1, 2006, we elected to account for certain previously bifurcated hybrid instruments with loan host contracts under this standard. As such, certain loans are accounted for at fair value with changes in fair value reported in trading revenue. The fair value of these loans was \$168 million, or less than .5% of the total loan portfolio, at June 30, 2006.

We also provide financing for various types of equipment, aircraft, energy and power systems, and rolling stock through a variety of lease arrangements. Direct financing leases are carried at the aggregate of lease payments plus estimated

residual value of the leased property, less unearned income. Leveraged leases, a form of financing lease, are carried net of nonrecourse debt. We recognize income over the term of the lease using methods that approximate the interest method. Lease residual values are reviewed for other-than-temporary impairment on at least an annual basis. Gains or losses on the sale of leased assets are included in other noninterest income while valuation adjustments on lease residuals are included in other noninterest expense.

LOAN SALES, SECURITIZATIONS AND RETAINED INTERESTS

We recognize the sale of loans or other financial assets when the transferred assets are legally isolated from our creditors and the appropriate accounting criteria are met. We also sell mortgage and other loans through secondary market securitizations. In certain cases, we may retain a portion or all of the securities issued, interest-only strips, one or more subordinated tranches, servicing rights and, in some cases, cash reserve accounts, all of which are considered retained interests in the transferred assets. Our loan sales and securitizations are generally structured without recourse to us and with no restrictions on the retained interests. In the event we are obligated for recourse liabilities in a sale, our policy is to record such liabilities at fair value upon closing of the transaction. Gains or losses recognized on the sale of the loans depend on the allocation of carrying value between the loans sold and the retained interests, based on their relative fair market values at the date of sale. We generally estimate fair value based on the present value of future expected cash flows using assumptions as to discount rates, interest rates, prepayment speeds, credit losses and servicing costs, if applicable. Gains or losses on these transactions are reported in noninterest income.

On January 1, 2006, we adopted SFAS 156, "Accounting for Servicing of Financial Assets – an amendment of FASB Statement No. 140." SFAS 156 was issued in March 2006 and requires all newly recognized servicing rights and obligations to be initially measured at fair value. For each class of separately recognized servicing rights and obligations retained, we have elected to continue to account for each under the amortization method which requires us to amortize servicing assets or liabilities in proportion to and over the periods of estimated net servicing income or net servicing loss.

Each quarter, we evaluate our servicing assets for impairment by categorizing the pools of assets underlying servicing rights by product type. A valuation allowance is recorded and reduces current income when the carrying amount of a specific asset category exceeds its fair value.

We classify other securities retained as debt securities available for sale or other assets, depending on the form of the retained interest. Retained interests that are subject to prepayment risk are reviewed on a quarterly basis for impairment. If the fair value of the retained interest is below its carrying amount and the decline is determined to be other-than-temporary, then the decline is reflected as a charge to noninterest income. We recognize other adjustments to the fair market value of retained interests classified as available for sale securities through accumulated other comprehensive income or loss.

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NONPERFORMING ASSETS

Nonperforming assets include:

- Nonaccrual loans,
- Troubled debt restructurings,
- Nonaccrual loans held for sale, and
- Foreclosed assets.

Other than consumer loans, we generally classify loans and loans held for sale as nonaccrual when we determine that the collection of interest or principal is doubtful or when a default of interest or principal has existed for 90 days or more and the loans are not well-secured or in the process of collection. When the accrual of interest is discontinued, accrued but uncollected interest credited to income in the current year is reversed and unpaid interest accrued in the prior year, if any, is charged against the allowance for loan and lease losses. We charge off loans other than consumer loans based on the facts and circumstances of the individual loan.

Consumer loans well-secured by residential real estate, including home equity and home equity lines of credit, are classified as nonaccrual at 12 months past due. We charge off these loans based on the facts and circumstances of the individual loan.

Consumer loans not well-secured or in the process of collection are classified as nonaccrual at 120 days past due if they are home equity loans and at 180 days past due if they are home equity lines of credit. These loans are recorded at the lower of cost or market value, less liquidation costs and the unsecured portion of these loans is generally charged off in the month they become nonaccrual.

A loan is categorized as a troubled debt restructuring in the period of restructuring if a significant concession is granted due to deterioration in the financial condition of the borrower.

Nonperforming loans are generally not returned to performing status until the obligation is brought current and the borrower has performed in accordance with the contractual terms for a reasonable period of time and collection of the contractual principal and interest is no longer doubtful. Nonaccrual commercial and commercial real estate loans and troubled debt restructurings are designated as impaired loans. We recognize interest collected on these loans on the cash basis or cost recovery method.

Foreclosed assets are comprised of any asset seized or property acquired through a foreclosure proceeding or acceptance of a deed-in-lieu of foreclosure. These assets are recorded on the date acquired at the lower of the related loan balance or market value of the collateral less estimated disposition costs. We estimate market values primarily based on appraisals when available or quoted market prices on liquid assets. Subsequently, foreclosed assets are valued at the lower of the amount recorded at acquisition date or the current market value less estimated disposition costs. Valuation adjustments on these assets and gains or losses realized from disposition of such property are reflected in noninterest expense.

ALLOWANCE FOR LOAN AND LEASE LOSSES

We maintain the allowance for loan and lease losses at a level that we believe to be adequate to absorb estimated probable credit losses inherent in the loan portfolio. The allowance is increased by the provision for credit losses, which is charged against operating results, and decreased by the amount of charge-offs, net of recoveries. Our determination of the adequacy of the allowance is based on periodic evaluations of the loan and lease portfolios and other relevant factors. This evaluation is inherently subjective as it requires material estimates, all of which may be susceptible to significant change, including, among others:

- Expected default probabilities,
- Loss given default,
- Exposure at default,
- Amounts and timing of expected future cash flows on impaired loans,
- Value of collateral,
- Estimated losses on consumer loans and residential mortgages, and
- Amounts for changes in economic conditions and potential estimation or judgmental errors.

In determining the adequacy of the allowance for loan and lease losses, we make specific allocations to impaired loans, to pools of watchlist and nonwatchlist loans and to consumer and residential mortgage loans. We also allocate reserves to provide coverage for probable losses not covered in specific, pool and consumer reserve methodologies related to qualitative and measurement factors. While allocations are made to specific loans and pools of loans, the total reserve is available for all credit losses.

Specific allocations are made to significant impaired loans and are determined in accordance with SFAS 114, "Accounting by Creditors for Impairment of a Loan," with impairment measured generally based on the present value of the loan's expected cash flows, the loan's observable market price or the fair value of the loan's collateral. We establish a specific allowance on all other impaired loans based on their loss given default credit risk rating.

Allocations to loan pools are developed by business segment based on probability of default and loss given default risk ratings by using historical loss trends and our judgment concerning those trends and other relevant factors. These factors may include, among others:

- Actual versus estimated losses,
- Regional and national economic conditions, and
- Business segment and portfolio concentrations.

Loss factors are based on industry and/or internal experience and may be adjusted for significant factors that, based on our judgment, impact the collectibility of the portfolio as of the balance sheet date. Consumer and residential mortgage loan allocations are made at a total portfolio level based on historical loss experience adjusted for portfolio activity.

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While our pool reserve methodologies strive to reflect all risk factors, there continues to be a certain element of uncertainty associated with, but not limited to, potential estimation errors and imprecision in the estimation process due to the inherent lag of information. We provide additional reserves that are designed to provide coverage for expected losses attributable to such risks. In addition, these incremental reserves also include factors which may not be directly measured in the determination of specific or pooled reserves. These factors include:

- Industry concentration and conditions,
- Credit quality trends,
- Recent loss experience in particular segments of the portfolio,
- Ability and depth of lending management,
- Changes in risk selection and underwriting standards, and
- Bank regulatory considerations.

COMMERCIAL MORTGAGE SERVICING RIGHTS

We provide servicing under various commercial loan servicing contracts. These contracts are either purchased in the market place or retained as part of a commercial mortgage loan securitization or loan sale. Prior to January 1, 2006, purchased contracts were recorded at cost and the servicing rights retained from the sale or securitization of loans were recorded based on their relative fair value to all of the assets securitized or sold. As a result of the adoption of SFAS 156, beginning January 1, 2006 all newly acquired servicing rights are initially measured at fair value. Fair value is based on the present value of the expected future cash flows, including assumptions as to:

- Interest rates for escrow and deposit balance earnings,
- Discount rates,
- Estimated prepayment speeds, and
- Estimated servicing costs.

We have elected to account for our commercial mortgage servicing rights as a class of assets under the amortization method. This determination was made based on the unique characteristics of the commercial mortgages underlying these servicing rights with regard to market inputs used in determining fair value and how we manage the risks inherent in the commercial mortgage servicing rights asset. We record the servicing asset as an other intangible asset and amortize it over its estimated life in proportion to estimated net servicing income. On a quarterly basis, we test the asset for impairment. If the estimated fair value of the asset is less than the carrying value, an impairment loss is recognized. Servicing fees are recognized as they are earned and are reported net of amortization expense in noninterest income.

DEPRECIATION AND AMORTIZATION

For financial reporting purposes, we depreciate premises and equipment principally using the straight-line method over their estimated useful lives.

We use estimated useful lives for furniture and equipment ranging from one to 10 years, and depreciate buildings over an estimated useful life of up to 40 years. We amortize leasehold improvements over their estimated useful lives of up to 15 years or the respective lease terms, whichever is shorter.

We purchase, as well as internally develop and customize, certain software to enhance or perform internal business

functions. Software development costs incurred in the planning and post-development project stages are charged to noninterest expense. Costs associated with designing software configuration and interfaces, installation, coding programs and testing systems are capitalized and amortized using the straight-line method over periods ranging from one to five years.

DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

We use a variety of financial derivatives as part of our overall asset and liability risk management process to manage interest rate, market and credit risk inherent in our business activities. We use substantially all such instruments to manage risk related to changes in interest rates. Interest rate and total return swaps, interest rate caps and floors and futures contracts are the primary instruments we use for interest rate risk management.

Financial derivatives involve, to varying degrees, interest rate, market and credit risk. We manage these risks as part of our asset and liability management process and through credit policies and procedures. We seek to minimize counterparty credit risk by entering into transactions with only high-quality institutions, establishing credit limits, and generally requiring bilateral netting and collateral agreements.

We recognize all derivative instruments at fair value as either assets or liabilities in other assets or other liabilities. The accounting for changes in the fair value of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship. For derivatives not designated as an accounting hedge, the gain or loss is recognized in trading noninterest income.

For those derivative instruments that are designated and qualify as hedging instruments, we must designate the hedging instrument, based on the exposure being hedged, as a fair value hedge, a cash flow hedge or a hedge of a net investment in a foreign operation. We have no derivatives that hedge the net investment in a foreign operation.

We formally document the relationship between the hedging instruments and hedged items, as well as the risk management objective and strategy before undertaking a hedge. To qualify for hedge accounting, the derivatives and related hedged items must be designated as a hedge. For hedging relationships in which effectiveness is measured, we formally assess, both at the inception of the hedge and on an ongoing basis, if the derivatives are highly effective in offsetting changes in fair values or cash flows of the hedged item. If it is determined that the derivative instrument is not highly effective as a hedge, hedge accounting is discontinued.

For derivatives that are designated as fair value hedges (i.e., hedging the exposure to changes in the fair value of an asset or a liability attributable to a particular risk), changes in the fair value of the hedging derivative are recognized in earnings and offset by recognizing changes in the fair value of the hedged item attributable to the risk being hedged. To the extent the hedge is ineffective, the changes in fair value will not offset and the difference is reflected in the same financial statement category as the hedged item.

For derivatives designated as cash flow hedges (i.e., hedging the exposure to variability in expected future cash flows), the effective portions of the gain or loss on derivatives are reported as a component of accumulated other comprehensive

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income or loss and subsequently reclassified in interest income in the same period or periods during which the hedged transaction affects earnings. The change in fair value of any ineffective portion of the hedging derivative is recognized immediately as a charge to earnings.

We discontinue hedge accounting when it is determined that the derivative is no longer an effective hedge; the derivative expires or is sold, terminated or exercised; or the derivative is de-designated as a fair value or cash flow hedge or it is no longer probable that the forecasted transaction will occur by the end of the originally specified time period. If we determine that the derivative no longer qualifies as a fair value or cash flow hedge and therefore hedge accounting is discontinued, the derivative will continue to be recorded on the balance sheet at its fair value with changes in fair value included in current earnings. For a discontinued fair value hedge, the previously hedged item is no longer adjusted for changes in fair value.

When hedge accounting is discontinued because it is no longer probable that a forecasted transaction will occur, the derivative will continue to be recorded on the balance sheet at its fair value with changes in fair value included in current earnings, and the gains and losses in accumulated other comprehensive income or loss will be recognized immediately into earnings. When we discontinue hedge accounting because the hedging instrument is sold, terminated or no longer designated, the amount reported in other comprehensive income or loss up to the date of sale, termination or de-designation continues to be reported in other comprehensive income or loss until the forecasted transaction affects earnings.

We occasionally purchase or originate financial instruments that contain an embedded derivative. Prior to January 1, 2006, we assessed at the inception of the transaction if economic characteristics of the embedded derivative were clearly and closely related to the economic characteristics of the financial instrument (host contract), whether the financial instrument that embodied both the embedded derivative and the host contract were measured at fair value with changes in fair value reported in earnings, and whether a separate instrument with the same terms as the embedded instrument would not meet the definition of a derivative. If the embedded derivative did not meet these three conditions, the embedded derivative would qualify as a derivative instrument and be recorded apart from the host contract and carried at fair value with changes recorded in current earnings. On January 1, 2006, we adopted SFAS 155 which, among other provisions, permits a fair value election for hybrid financial instruments requiring bifurcation on an instrument-by-instrument basis. Beginning January 1, 2006, we elected to account for certain previously bifurcated hybrid instruments and certain newly acquired hybrid instruments under this fair value election on an instrument-by-instrument basis. As such, certain previously reported embedded derivatives are now reported with their host contracts in loans or other borrowed funds.

We enter into commitments to make loans whereby the interest rate on the loan is set prior to funding (interest rate lock commitments). We also enter into commitments to purchase mortgage loans (purchase commitments). Both interest rate lock commitments and purchase commitments on mortgage loans that will be held for resale are accounted for as free-standing derivatives. Interest rate lock commitments and purchase commitments that are considered to be derivatives are recorded at fair value in other assets or other liabilities. Fair value of interest rate lock commitments and purchase commitments is determined as the change in value that occurs after the inception of the commitment considering the projected security price, fees collected from the borrower and costs to originate, adjusted for anticipated fallout risk. We recognize the gain or loss from the change in fair value of these derivatives in trading noninterest income.

STOCK-BASED COMPENSATION

We did not recognize stock-based employee compensation expense related to stock options before 2003 under prior GAAP.

Effective January 1, 2003, we adopted the fair value recognition provisions of SFAS 123, "Accounting for Stock-Based Compensation," as amended by SFAS 148, "Accounting for Stock-Based Compensation-Transition and Disclosure," prospectively to all employee awards granted, modified or settled after January 1, 2003. We did not restate results for prior years upon our adoption of SFAS 123. Since we adopted SFAS 123 prospectively, the cost related to stock-based employee compensation included in net income for the three months and six months ended June 30, 2005 is less than what we would have recognized if we had applied the fair value based method to all awards since the original effective date of the standard.

In December 2004, the FASB issued SFAS 123R, which replaced SFAS 123 and superseded APB 25. SFAS 123R requires compensation cost related to share-based payments to employees to be recognized in the financial statements based on their fair value. We adopted SFAS 123R effective January 1, 2006, using the modified prospective method of transition, which requires the provisions of SFAS 123R be applied to new awards and awards modified, repurchased or cancelled after the effective date. It also requires changes in the timing of expense recognition for awards granted to retirement-eligible employees and clarifies the accounting for the tax effects of stock awards. The adoption of SFAS 123R did not have a significant impact on our consolidated financial statements.

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The following table shows the effect on net income and earnings per share if we had applied the fair value recognition provisions of SFAS 123, as amended, to all outstanding and unvested awards in each period.

Pro Forma Net Income And Earnings Per Share

In millions, except for per share data	Three months ended	
	June 30, 2006	June 30, 2005
Net income as reported	\$ 381	\$ 282
Add: Stock-based employee compensation expense included in reported net income, net of related tax effects	17	11
Deduct: Total stock-based employee compensation expense determined under the fair value method for all awards, net of related tax effects	(17)	(13)
Pro forma net income	\$ 381	\$ 280
Earnings per share		
Basic-as reported	\$ 1.30	\$.99
Basic-pro forma	\$ 1.30	\$.99
Diluted-as reported	\$ 1.28	\$.98
Diluted-pro forma	\$ 1.28	\$.97

In millions, except for per share data	Six months ended	
	June 30, 2006	June 30, 2005
Net income as reported	\$ 735	\$ 636
Add: Stock-based employee compensation expense included in reported net income, net of related tax effects	33	23
Deduct: Total stock-based employee compensation expense determined under the fair value method for all awards, net of related tax effects	(33)	(26)
Pro forma net income	\$ 735	\$ 633
Earnings per share		
Basic-as reported	\$ 2.51	\$ 2.25
Basic-pro forma	\$ 2.51	\$ 2.23
Diluted-as reported	\$ 2.47	\$ 2.22
Diluted-pro forma	\$ 2.47	\$ 2.20

See Note 8 Certain Employee Benefit and Stock-Based Compensation Plans for additional information.

Recent Accounting Pronouncements

In July 2006, the FASB issued the following:

- FASB Interpretation No. 48 ("FIN 48"), "Accounting for Uncertainty in Income Taxes – an interpretation of FASB Statement No. 109." FIN 48 clarifies the accounting for uncertainty in income taxes recognized in the financial statements and sets forth recognition, derecognition and measurement criteria for tax positions taken or expected to be taken in a tax filing. For PNC, this guidance will apply to all tax positions taken or expected to be taken beginning on January 1, 2007. We do not expect the adoption of FIN 48 to have a significant impact on our consolidated financial statements.

- FASB Staff Position No. ("FSP") FAS 13-2, "Accounting for a Change or Projected Change in the Timing of Cash Flows Relating to Income Taxes Generated by a Leveraged Lease Transaction." This guidance requires a recalculation of the timing of income recognition for a leveraged lease under SFAS 13, "Accounting for Leases," when a change in the timing of income tax deductions directly related to the leveraged lease transaction occurs or is projected to occur. Any tax positions taken regarding the leveraged lease transaction must be recognized and measured in accordance with FIN 48 described above. This guidance will be effective for PNC beginning January 1, 2007 with the cumulative effect of applying the provisions of this FSP being recognized through an adjustment to opening retained earnings. Based on our preliminary assessment, we believe the adoption of the guidance in FSP 13-2 would result in an after-tax charge to opening retained earnings at January 1, 2007 in the range of approximately \$140 million to \$160 million. Any immediate or future reductions in earnings from the change in accounting would be recovered in subsequent years.

In March 2006, the FASB issued an Exposure Draft ("ED") on a Proposed Statement of Financial Accounting Standards, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans – an amendment of FASB Statements No. 87, 88, 106, and 132(R)." The changes proposed in the ED would affect the accounting and reporting for our qualified pension plan, our nonqualified retirement plans, and our postretirement welfare benefit plans. The proposed ED would require recognition on the balance sheet of the overfunded or underfunded position of these plans as the difference between the fair value of plan assets and the related benefit obligations. To the extent that a plan's net funded status differs from the amounts currently recognized on the balance sheet, the difference, net of tax, would be recorded as part of accumulated other comprehensive income or loss ("AOCI") within the shareholders' equity section of the balance sheet. The proposal would also require the reclassification of any unrecognized actuarial gains and losses and unrecognized prior service costs to AOCI, net of tax. Post-adoption changes in unrecognized actuarial gains and losses as well as unrecognized prior service costs would be recognized in other comprehensive income, net of tax. The FASB expects to issue a final standard during the third quarter of 2006 with the changes applied prospectively at December 31, 2006.

As described under the "Loan Sales, Securitizations And Retained Interests" section of this Note 1, we adopted SFAS 156 as of January 1, 2006. As described under the "Loans And Leases" section of this Note 1, we also adopted SFAS 155 as of January 1, 2006. The adoption of neither SFAS 156 nor SFAS 155 had a material impact on our consolidated financial statements.

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In November 2005, the FASB issued FSP FAS 115-1, "The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments." This FSP clarified and reaffirmed existing guidance as to when an investment is considered impaired, whether that impairment is other than temporary, and the measurement of an impairment loss. Certain disclosures about unrealized losses on available for sale debt and equity securities that have not been recognized as other-than-temporary impairments are required under FSP 115-1. Application of this guidance, which was effective January 1, 2006, did not have a significant impact on our consolidated financial statements.

In June 2005, the Emerging Issues Task Force ("EITF") of the FASB issued EITF Issue 04-5, "Determining Whether a General Partner, or the General Partners as a Group, Controls a Limited Partnership or Similar Entity When the Limited Partners Have Certain Rights." EITF 04-5 provides that the general partner(s) is presumed to control the limited partnership (including certain limited liability companies), unless the limited partners possess either substantive participating rights or the substantive ability to dissolve the limited partnership or otherwise remove the general partner(s) without cause ("kick-out rights"). Kick-out rights are substantive if they can be exercised by a simple majority of the limited partners voting interests. The guidance was effective for all limited partnerships as of January 1, 2006. The adoption of this guidance did not have a material impact on our consolidated financial statements.

In May 2005, the FASB issued SFAS 154, "Accounting Changes and Error Corrections – a replacement of APB Opinion No. 20 and FASB Statement No. 3." SFAS 154 generally requires retrospective application to prior periods' financial statements of all voluntary changes in accounting principle and changes required when a new pronouncement does not include specific transition provisions. This standard was effective for PNC beginning January 1, 2006.

See the "Stock-Based Compensation" section of this Note 1 for a discussion of SFAS 123R.

NOTE 2 ACQUISITIONS

On February 15, 2006, we announced that BlackRock and Merrill Lynch had entered into a definitive agreement pursuant to which Merrill Lynch will contribute its investment management business to BlackRock in exchange for newly issued BlackRock common and preferred stock. Upon the closing of this transaction, which we expect to occur around September 30, 2006, Merrill Lynch would own 65 million equity shares, or approximately 49% of the combined company.

As of June 30, 2006, we owned approximately 69% of BlackRock. Upon closing of this transaction, the carrying value of our investment in BlackRock would increase and, as a result, we would recognize an after-tax gain. We would deconsolidate BlackRock from PNC's financial statements as required under generally accepted accounting principles and account for our investment in BlackRock under the equity method of accounting. At the closing of the transaction, we expect to continue to own approximately 44 million shares of BlackRock common stock, representing an ownership interest of approximately 34% of the larger company, and would have two seats on BlackRock's board of directors, including one director on the executive committee.

This transaction must be approved by BlackRock shareholders and is subject to obtaining appropriate regulatory and other approvals. We currently control more than 80% of the voting interest in BlackRock and will vote our interest in support of the transaction.

Additional information on this transaction is included in Current Reports on Form 8-K filed by us and by BlackRock on February 15, 2006 and February 22, 2006, in our 2005 Form 10-K and first quarter 2006 Form 10-Q, and in BlackRock's 2005 Form 10-K and first quarter 2006 Form 10-Q.

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NOTE 3 SECURITIES

In millions	Amortized Cost	Unrealized		Fair Value
		Gains	Losses	
June 30, 2006 (a)				
SECURITIES AVAILABLE FOR SALE				
Debt securities				
Mortgage-backed	\$14,939	\$2	\$(449)	\$14,492
US Treasury and government agencies	3,297		(128)	3,169
Commercial mortgage-backed	2,274		(94)	2,180
Asset-backed	1,442		(17)	1,425
State and municipal	150		(3)	147
Other debt	90		(2)	88
Total debt securities	22,192	2	(693)	21,501
Corporate stocks and other	223	1	(1)	223
Total securities available for sale	\$22,415	\$3	\$(694)	\$21,724
December 31, 2005 (a)				
SECURITIES AVAILABLE FOR SALE				
Debt securities				
Mortgage-backed	\$13,794	\$1	\$(251)	\$13,544
US Treasury and government agencies	3,816		(72)	3,744
Commercial mortgage-backed	1,955	1	(37)	1,919
Asset-backed	1,073		(10)	1,063
State and municipal	159	1	(2)	158
Other debt	87		(1)	86
Total debt securities	20,884	3	(373)	20,514
Corporate stocks and other	196			196
Total securities available for sale	\$21,080	\$3	\$(373)	\$20,710

(a) Securities held to maturity at June 30, 2006 and December 31, 2005 totaled less than \$.5 million at each date.

Securities represented 23% of total assets at both June 30, 2006 and December 31, 2005.

At June 30, 2006, securities available for sale included a net unrealized loss of \$691 million, which represented the difference between fair value and amortized cost. The comparable amount at December 31, 2005 was a net unrealized loss of \$370 million. The impact on bond prices of increases in interest rates and tightening asset spreads during the first half of 2006 was reflected in the net unrealized loss position at June 30, 2006.

We do not believe that any individual unrealized losses as of June 30, 2006 represent an other-than-temporary impairment. The \$449 million unrealized losses reported for mortgage-backed securities relate primarily to securities issued by the

Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation and private institutions. The \$128 million unrealized losses reported for US Treasuries and government agencies relate primarily to agency debenture securities. The \$94 million unrealized losses reported for commercial mortgage-backed securities relate primarily to fixed rate securities. The \$17 million unrealized losses associated with asset-backed securities relate primarily to securities collateralized by home equity, automobile and credit card loans. The majority of the unrealized losses reported are attributable to changes in interest rates and not from the deterioration of the credit quality of the issuer.

We evaluate our portfolio of securities available for sale in light of changing market conditions and other factors and, where appropriate, take steps intended to improve our overall positioning.

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Net unrealized gains and losses in the securities available for sale portfolio are included in shareholders' equity as accumulated other comprehensive income or loss, net of tax.

The expected weighted-average life of securities available for sale was 4 years and 5 months as of June 30, 2006 and 4 years and 1 month at December 31, 2005.

Information relating to securities sold is set forth in the following table:

Securities Sold

Six months ended June 30		Gross	Gross	Net	Income
In millions	Proceeds	Gains	Losses	Gains (Losses)	Tax Expense/ (Benefit)
2006	\$3,433	\$1	\$(13)	\$(12)	\$(4)
2005	9,993	16	(51)	(35)	(12)

The carrying value of securities pledged to secure public and trust deposits and repurchase agreements and for other purposes was \$10.3 billion at June 30, 2006 and \$10.8 billion at December 31, 2005. The fair value of securities accepted as collateral that we are permitted by contract or custom to sell or repledge was \$445 million at June 30, 2006 and \$273 million at December 31, 2005 and is a component of federal funds sold and resale agreements on our Consolidated Balance Sheet. Of the permitted amount, all was repledged to others at June 30, 2006 and December 31, 2005.

NOTE 4 ASSET QUALITY

The following table sets forth nonperforming assets and related information.

Dollars in millions	June 30 2006	December 31 2005
Nonaccrual loans		
Commercial	\$151	\$134
Commercial real estate	12	14
Consumer	14	10
Residential mortgage	14	15
Lease financing	16	17
Total nonaccrual loans	207	190
Troubled debt restructured loan	1	
Total nonperforming loans	208	190
Nonperforming loans held for sale (a)		1
Foreclosed and other assets		
Lease	12	13
Residential mortgage	8	9
Other	3	3
Total foreclosed and other assets	23	25
Total nonperforming assets (b)	\$231	\$216
Nonperforming loans to total loans	.41%	.39%
Nonperforming assets to total loans, loans held for sale and foreclosed assets	.44	.42
Nonperforming assets to total assets	.24	.23

(a) Amount represents troubled debt restructured loans held for sale.

(b) Excludes equity management assets carried at estimated fair value of \$18 million as of June 30, 2006 and \$25 million as of December 31, 2005. These assets included troubled debt restructured assets of \$7 million at both dates.

Changes in the allowance for loan and lease losses were as follows:

In millions	2006	2005
Allowance at January 1	\$596	\$607
Charge-offs		
Commercial	(46)	(28)
Consumer	(24)	(21)
Residential mortgage		(1)
Total charge-offs	(70)	(50)
Recoveries		
Commercial (a)	10	68
Consumer	8	7
Lease financing	4	1
Total recoveries (a)	22	76
Net recoveries (charge-offs)		
Commercial (a)	(36)	40
Consumer	(16)	(14)
Residential mortgage		(1)
Lease financing	4	1
Total net recoveries (charge-offs) (a)	(48)	26
Provision for (recoveries of) credit losses	66	(19)
Acquired allowance (b)		23
Net change in allowance for unfunded loan commitments and letters of credit	(3)	(9)
Allowance at June 30	\$611	\$628

(a) Amounts for 2005 reflect a \$53 million loan recovery received during the second quarter.

(b) Related to the May 2005 acquisition of Riggs National Corporation.

Changes in the allowance for unfunded loan commitments and letters of credit were as follows:

In millions	2006	2005
Allowance at January 1	\$100	\$75
Net change in allowance for unfunded loan commitments and letters of credit	3	9
Allowance at June 30	\$103	\$84

NOTE 5 GOODWILL AND OTHER INTANGIBLE ASSETS

A summary of the changes in goodwill by business for the six months ended June 30, 2006 follows:

Goodwill

In millions	December 31 2005	Additions/ Adjustments	June 30 2006
Retail Banking	\$1,471	\$11	\$1,482
Corporate & Institutional			
Banking	935	3	938
BlackRock	190	9	199
PFPC	968		968
Other	55	(6)	49
Total	\$3,619	\$17	\$3,636

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The gross carrying amount, accumulated amortization and net carrying amount of other intangible assets by major category consisted of the following:

Other Intangible Assets

In millions	June 30 2006	December 31 2005
Customer-related and other intangibles		
Gross carrying amount	\$647	\$646
Accumulated amortization (a)	(170)	(143)
Net carrying amount	\$477	\$503
Mortgage and other loan servicing rights		
Gross carrying amount (a)	\$572	\$511
Accumulated amortization (a)	(187)	(167)
Net carrying amount	\$385	\$344
Total	\$862	\$847

(a) Amounts for June 30, 2006 were reduced by retirements totaling \$2 million for Corporate & Institutional Banking.

Most of our other intangible assets have finite lives and are amortized primarily on a straight-line basis or, in the case of mortgage and other loan servicing rights and certain core deposit intangibles, on an accelerated basis.

For customer-related intangibles, the estimated remaining useful lives range from approximately one year to 20 years, with a weighted-average remaining useful life of approximately 6 years. Our mortgage and other loan servicing rights are amortized primarily over a period of seven to ten years in proportion to the estimated net servicing income from the related loans.

The changes in the carrying amount of goodwill and net other intangible assets for the six months ended June 30, 2006, are as follows:

Changes in Goodwill and Other Intangibles

In millions	Goodwill	Customer- Related	Servicing Rights
Balance at December 31, 2005	\$3,619	\$503	\$344
Additions/adjustments:			
Riggs acquisition	11		
BlackRock acquisition of SSRM	9		
BlackRock stock activity, net	(6)		
Corporate & Institutional Banking (a)	3	1	61
Reduction of accumulated amortization (a)			2
Amortization		(27)	(22)
Balance at June 30, 2006	\$3,636	\$477	\$385

(a) See note (a) under the "Other Intangible Assets" table above.

Servicing revenue from mortgage servicing rights reflected on our balance sheet, including servicing fees, net interest income from servicing portfolio deposit balances and ancillary fees, was \$64 million and \$31 million for the six months and three months ended June 30, 2006, respectively. We also generate servicing revenue from fee-based activities provided to others.

Our ownership of BlackRock continues to change primarily when BlackRock repurchases its shares in the open market and issues shares for an acquisition or pursuant to its employee compensation plans. We recognize goodwill because BlackRock repurchases its shares at an amount greater than book value per share and this results in an increase in our percentage ownership interest.

Amortization expense on intangible assets for the first half of 2006 was \$49 million. Amortization expense on existing intangible assets for the remainder of 2006 and for 2007 through 2011 is estimated to be as follows:

- Remainder of 2006: \$46 million,
- 2007: \$93 million,
- 2008: \$88 million,
- 2009: \$83 million,
- 2010: \$62 million, and
- 2011: \$48 million.

NOTE 6 VARIABLE INTEREST ENTITIES

As discussed in our 2005 Form 10-K, we are involved with various entities in the normal course of business that may be deemed to be VIEs. We consolidated certain VIEs at June 30, 2006 and December 31, 2005 for which we were determined to be the primary beneficiary. These consolidated VIEs and relationships with PNC are described in our 2005 Form 10-K.

We hold significant variable interests in VIEs that have not been consolidated because we are not considered the primary beneficiary. Information on these VIEs follows:

Non-Consolidated VIEs – Significant Variable Interests

In millions	Aggregate Assets	Aggregate Liabilities	PNC Risk of Loss
June 30, 2006			
Collateralized debt obligations (a)	\$6,362	\$5,888	\$49(b)
Private investment funds (a)	5,740	1,180	13(b)
Market Street	3,458	3,458	5,095(c)
Partnership interests in low income housing projects	35	29	7
Total	\$15,595	\$10,555	\$5,164
December 31, 2005			
Collateralized debt obligations (a)	\$6,290	\$5,491	\$51(b)
Private investment funds (a)	5,186	1,051	13(b)
Market Street	3,519	3,519	5,089(c)
Partnership interests in low income housing projects	35	29	2
Total	\$15,030	\$10,090	\$5,155

(a) Held by BlackRock.

(b) Includes both PNC's risk of loss and BlackRock's risk of loss, limited to PNC's ownership interest in BlackRock.

(c) Includes off-balance sheet liquidity commitments to Market Street of \$4.6 billion and other credit enhancements of \$462 million at June 30, 2006. The comparable amounts were \$4.6 billion and \$444 million at December 31, 2005.

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The aggregate assets and liabilities of VIEs that we have consolidated in our financial statements are as follows:

Consolidated VIEs – PNC Is Primary Beneficiary

In millions	Aggregate Assets	Aggregate Liabilities
June 30, 2006		
Partnership interests in low income housing projects	\$619	\$619
Other	33	30
Total	\$652	\$649
December 31, 2005		
Partnership interests in low income housing projects	\$680	\$680
Other	12	10
Total	\$692	\$690

We also have subsidiaries that invest in and act as the investment manager for private equity funds organized as limited partnerships as part of our equity management activities. The funds invest in private equity investments to generate capital appreciation and profits. As permitted by FIN 46R, we have deferred applying the provisions of the interpretation for these entities pending further action by the FASB. Information on these entities follows:

Investment Company Accounting – Deferred Application

In millions	Aggregate Assets	Aggregate Equity	PNC Risk of Loss
Private Equity Funds			
June 30, 2006	\$124	\$124	\$113
December 31, 2005	\$109	\$109	\$35

PNC's risk of loss in the tables above includes equity investments and unfunded commitments.

NOTE 7 CAPITAL SECURITIES OF SUBSIDIARY TRUSTS

These capital securities represent non-voting preferred beneficial interests in the assets of PNC Institutional Capital Trusts A and B, PNC Capital Trusts C and D, UNB Capital Trust I and Capital Statutory Trust II, and the Riggs Capital Trust and Capital Trust II (the "Trusts"). Trust A is a wholly owned finance subsidiary of PNC Bank, N.A., PNC's principal bank subsidiary. All other Trusts are wholly owned finance subsidiaries of PNC. With the exception of the Riggs Capital Trust, the financial statements of the Trusts are not included in PNC's consolidated financial statements.

The obligations of the respective parent of each Trust, when taken collectively, are the equivalent of a full and unconditional guarantee of the obligations of such Trust under the terms of the Capital Securities. Such guarantee is subordinate in right of payment in the same manner as other junior subordinated debt. There are certain restrictions on PNC's overall ability to obtain funds from its subsidiaries. For additional disclosure on these funding restrictions, including an explanation of dividend and intercompany loan limitations, see Note 4 Regulatory Matters in our 2005 Form 10-K.

We have more information on the Trusts in Note 14 Capital Securities of Subsidiary Trusts in our 2005 Form 10-K.

NOTE 8 CERTAIN EMPLOYEE BENEFIT AND STOCK-BASED COMPENSATION PLANS

Pension and Post-Retirement Plans

As more fully described in our 2005 Form 10-K, we have a noncontributory, qualified defined benefit pension plan covering eligible employees. Retirement benefits are derived from a cash balance formula based on compensation levels, age and length of service. Pension contributions are based on an actuarially determined amount necessary to fund total benefits payable to plan participants.

We also maintain nonqualified supplemental retirement plans for certain employees. All retirement benefits provided under these plans are unfunded and we make any payments to plan participants. We also provide certain health care and life insurance benefits for qualifying retired employees ("post-retirement benefits") through various plans.

The components of our net periodic pension and post-retirement benefit cost for the second quarter and first six months of 2006 and 2005 were as follows:

	Qualified Pension Plan		Nonqualified Pension Plan		Post-retirement Benefits	
	2006	2005	2006	2005	2006	2005
Three months ended June 30						
In millions	2006	2005	2006	2005	2006	2005
Service cost	\$8	\$7	\$1	\$1	\$1	
Interest cost	17	14	1	1	3	\$3
Expected return on plan assets	(33)	(30)				
Amortization of prior service cost					(2)	(1)
Recognized net actuarial loss	2	6				1
Net periodic cost	\$(6)	\$(3)	\$2	\$2	\$2	\$3

	Qualified Pension Plan		Nonqualified Pension Plan		Post-retirement Benefits	
	2006	2005	2006	2005	2006	2005
Six months ended June 30						
In millions	2006	2005	2006	2005	2006	2005
Service cost	\$17	\$16	\$1	\$1	\$1	\$1
Interest cost	34	30	2	2	7	7
Expected return on plan assets	(65)	(61)				
Amortization of prior service cost					(4)	(3)
Recognized net actuarial loss	8	12	1	1	1	2
Net periodic cost	\$(6)	\$(3)	\$4	\$4	\$5	\$7

Stock-Based Compensation Plans

We have long-term incentive award plans ("Incentive Plans") that provide for the granting of incentive stock options, nonqualified stock options, stock appreciation rights, incentive shares/performance units, restricted stock, other share-based awards and dollar-denominated awards to executives and, other than incentive stock options, to non-employee directors.

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As of June 30, 2006, no incentive stock options or stock appreciation rights were outstanding.

Nonqualified Stock Options

Options are granted at exercise prices not less than the market value of common stock on the grant date. Generally, options granted since 1999 become exercisable in installments after the grant date. Options granted prior to 1999 are mainly exercisable 12 months after grant date. No option may be exercisable after 10 years from its grant date. Payment of the option price may be in cash or previously owned shares of common stock at market value on the exercise date.

Generally, options granted under the Incentive Plans vest ratably over a three-year period as long as the grantee remains an employee or, in certain cases, retires from PNC. For all options granted prior to the adoption of SFAS 123R, we recognized compensation expense over the three-year vesting period. If an employee retired prior to the end of the three-year vesting period, we accelerated the expensing of all unrecognized compensation costs at the retirement date. As required under SFAS 123R, we recognize compensation expense for options granted to retirement-eligible employees after January 1, 2006 within the first year of the grant date, in accordance with the service period provisions of the options. Total compensation expense recognized related to PNC stock options during the second quarter and first half of 2006 was approximately \$6 million and \$13 million, respectively.

For purposes of computing stock option expense and pro forma results, we estimated the fair value of stock options using the Black-Scholes option pricing model. The model requires the use of numerous assumptions, many of which are very subjective. Therefore, the pro forma results are estimates of results of operations as if compensation expense had been recognized for all stock-based compensation awards and are not indicative of the impact on future periods.

We used the following assumptions in the option pricing model for purposes of estimating pro forma results in 2005 and to determine 2006 and 2005 stock option expense:

- The risk-free interest rate is based on the US Treasury yield curve,
- The dividend yield represents average yields over the previous three-year period,
- Volatility is measured using the fluctuation in month-end closing stock prices over a five-year period, and
- The expected life assumption represents the period of time that options granted are expected to be outstanding and is based on a weighted average of historical option activity.

Option Pricing Assumptions

Weighted average for the six months ended June 30	2006	2005
Risk-free interest rate	4.4%	3.7%
Dividend yield	3.7%	3.8%
Volatility	20.6%	26.1%
Expected life	5.5 yrs.	4.9 yrs.

The status of PNC stock options at June 30, 2006 follows:

	Shares (thousands)	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Life (years)	Aggregate Intrinsic Value (millions)
Outstanding	16,703	\$57.86	5.9	\$223
Vested and expected to vest	15,763	\$58.13	5.8	\$207
Exercisable	12,669	\$57.27	5.5	\$179

During the first six months of 2006 we issued approximately 3.2 million shares from treasury stock in connection with stock option exercise activity, including .8 million shares in the second quarter. As with past exercise activity, we intend to utilize treasury stock for future stock option exercises.

Incentive Share and Restricted Stock Awards

The fair value of nonvested incentive shares and restricted stock awards is initially determined based on the average of the high and low of our common stock price on the date of grant. Incentive shares are subsequently valued subject to the achievement of one or more financial and other performance goals over a three-year period. The Personnel and Compensation Committee of the Board of Directors approve the final award of incentive shares. Restricted stock awards have various vesting periods ranging from 36 months to 60 months. There are no financial or performance goals associated with any of our restricted stock awards.

We recognize compensation expense for incentive shares and restricted stock awards ratably over the corresponding vesting and/or performance periods for each type of program. Total compensation expense recognized related to PNC incentive share and restricted stock awards during the first six months of 2006 was approximately \$24 million, including \$12 million during the second quarter.

The status of PNC nonvested incentive shares and restricted stock awards at June 30, 2006, follows:

Shares in thousands	Shares	Weighted-Average Grant Date Fair Value
Nonvested incentive shares	183	\$69.60
Nonvested restricted stock	2,839	\$56.67

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At June 30, 2006, there was \$60 million of unrecognized deferred compensation expense related to nonvested share-based compensation arrangements granted under the Incentive Plans. This cost is expected to be recognized as expense over a period of no longer than five years.

NOTE 9 FINANCIAL DERIVATIVES

We use a variety of derivative financial instruments to help manage interest rate, market and credit risk and reduce the effects that changes in interest rates may have on net income, fair value of assets and liabilities, and cash flows caused by interest rate volatility. These instruments include interest rate swaps, interest rate caps and floors, futures contracts, and total return swaps.

Fair Value Hedging Strategies

We enter into interest rate and total return swaps, interest rate caps, floors and futures derivative contracts to hedge designated commercial mortgage loans held for sale, commercial loans, bank notes, senior debt and subordinated debt for changes in fair value primarily due to changes in interest rates. Adjustments related to the ineffective portion of fair value hedging instruments are recorded in interest income, interest expense or noninterest income depending on the hedged item.

Cash Flow Hedging Strategy

We enter into interest rate swap contracts to modify the interest rate characteristics of designated commercial loans from variable to fixed in order to reduce the impact of interest rate changes on future interest income. We are hedging our exposure to the variability of future cash flows for all forecasted transactions for a maximum of 10 years for hedges converting floating-rate commercial loans to fixed. The fair value of these derivatives is reported in other assets or other liabilities and offset in accumulated other comprehensive income (loss) for the effective portion of the derivatives. When the hedged transaction culminates, any unrealized gains or losses related to these swap contracts are reclassified from accumulated other comprehensive income (loss) into earnings in the same period or periods during which the hedged forecasted transaction affects earnings and are included in interest income. Ineffectiveness of the strategy, as defined by risk management policies and procedures, if any, is reported in interest income.

During the next twelve months, we expect to reclassify to earnings \$25 million of pretax net losses, or \$16 million after-tax, on cash flow hedge derivatives currently reported in accumulated other comprehensive income (loss). This amount could differ from amounts actually recognized due to changes in interest rates and the addition of other hedges subsequent to June 30, 2006. These net losses are anticipated to result from net cash flows on receive fixed interest rate swaps that would impact interest income recognized on the related floating rate commercial loans.

As of June 30, 2006 we have determined that there were no hedging positions where it was probable that certain forecasted transactions may not occur within the originally designated time period.

For those hedge relationships that require testing for ineffectiveness, any ineffectiveness present in the hedge relationship is recognized in current earnings. The ineffective portion of the change in value of these derivatives resulted in a \$2 million net loss for the six months ended June 30, 2006 and 2005.

Free-Standing Derivatives

To accommodate customer needs, we also enter into financial derivative transactions primarily consisting of interest rate swaps, interest rate caps and floors, futures, swaptions, and foreign exchange and equity contracts. We primarily manage our market risk exposure from customer positions through transactions with third-party dealers. The credit risk associated with derivatives executed with customers is essentially the same as that involved in extending loans and is subject to normal credit policies. We may obtain collateral based on our assessment of the customer. For derivatives not designated as an accounting hedge, the gain or loss is recognized in trading noninterest income.

Also included in free-standing derivatives are transactions that we enter into for risk management and proprietary purposes that are not designated as accounting hedges, primarily interest rate and basis swaps, interest rate caps and floors, credit default swaps, option contracts and certain interest rate-locked loan origination commitments as well as commitments to buy or sell mortgage loans.

Basis swaps are agreements involving the exchange of payments, based on notional amounts, of two floating rate financial instruments denominated in the same currency, one pegged to one reference rate and the other tied to a second reference rate (e.g., swapping payments tied to one-month LIBOR for payments tied to three-month LIBOR). We use these contracts to mitigate the impact on earnings of exposure to a certain referenced interest rate.

We purchase and sell credit default swaps to mitigate the economic impact of credit losses on specifically identified existing lending relationships or to generate revenue from proprietary trading activities. These derivatives typically are based on the change in value, due to changing credit spreads.

Interest rate lock commitments for, as well as commitments to buy or sell, mortgage loans that we intend to sell are considered free-standing derivatives. Our interest rate exposure on certain commercial mortgage interest rate lock commitments is economically hedged with pay-fixed interest rate swaps and forward sales agreements. These contracts mitigate the impact on earnings of exposure to a certain referenced rate.

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Free-standing derivatives also include positions we take based on market expectations or to benefit from price differentials between financial instruments and the market based on stated risk management objectives.

Derivative Counterparty Credit Risk

By purchasing and writing derivative contracts we are exposed to credit risk if the counterparties fail to perform. Our credit risk is equal to the fair value gain in the derivative contract. We minimize credit risk through credit approvals, limits, monitoring procedures and collateral requirements. We generally enter into transactions with counterparties that carry high quality credit ratings.

We enter into risk participation agreements to share some of the credit exposure with other counterparties related to interest rate derivative contracts or to take on credit exposure to generate revenue. We will make/receive payments under these guarantees if a

customer defaults on its obligation to perform under certain credit agreements. Risk participation agreements entered into prior to July 1, 2003 are considered financial guarantees and therefore are not included in derivatives. Agreements entered into subsequent to June 30, 2003 are included in the derivatives table that follows. We determine that we meet our objective of reducing credit risk associated with certain counterparties to derivative contracts when the participation agreements share in their proportional credit losses of those counterparties.

We generally have established agreements with our major derivative dealer counterparties that provide for exchanges of marketable securities or cash to collateralize either party's positions. At June 30, 2006 we held cash and US government and mortgage-backed securities with a fair value of \$115 million and pledged mortgage-backed securities with a fair value of \$153 million under these agreements.

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The total notional or contractual amounts, net fair value and credit risk for derivatives at June 30, 2006 and December 31, 2005 were as follows:

In millions	June 30, 2006			December 31, 2005		
	Notional/Contract amount	Net fair value	Credit risk	Notional/Contract amount	Net fair value	Credit risk
ACCOUNTING HEDGES						
Fair value hedges	\$5,893	\$(81)	\$63	\$5,900	\$78	\$108
Cash flow hedges	3,177	(42)	2	2,926	(9)	5
Total	\$9,070	\$(123)	\$65	\$8,826	\$69	\$113
FREE-STANDING DERIVATIVES						
Interest rate contracts	\$91,379	\$74	\$769	\$70,404	\$39	\$372
Equity contracts	3,345	(31)	125	2,744	(79)	347
Foreign exchange contracts	4,847	1	56	4,687	4	60
Credit contracts	2,448	(1)	8	1,353		7
Options	60,135	24	213	51,383	32	168
Risk participation agreements	763			461		
Commitments related to mortgage- related assets	1,463	(14)	2	1,695	1	6
Other	20		1	254	5	9
Total	\$164,400	\$53	\$1,174	\$132,981	\$2	\$969

NOTE 10 EARNINGS PER SHARE

Basic and diluted earnings per common share calculations follow:

In millions, except share and per share data	Three months ended June 30		Six months ended June 30	
	2006	2005	2006	2005
CALCULATION OF BASIC EARNINGS PER COMMON SHARE				
Net income applicable to basic earnings per common share (a)	\$381	\$282	\$735	\$636
Basic weighted-average common shares outstanding (in thousands)	292,674	284,900	292,352	283,106
Basic earnings per common share	\$1.30	\$.99	\$2.51	\$2.25
CALCULATION OF DILUTED EARNINGS PER COMMON SHARE (b)				
Net income	\$381	\$282	\$735	\$636
Less: BlackRock adjustment for common stock equivalents	1	1	3	2
Net income applicable to diluted earnings per common share	\$380	\$281	\$732	\$634
Basic weighted-average common shares outstanding (in thousands)	292,674	284,900	292,352	283,106
Conversion of preferred stock Series A and B	72	78	73	80
Conversion of preferred stock Series C and D	588	623	591	627
Conversion of debentures	2	2	2	2
Exercise of stock options	2,027	897	2,136	909
Incentive share awards	1,549	1,335	1,583	1,296
Diluted weighted-average common shares outstanding (in thousands)	296,912	287,835	296,737	286,020
Diluted earnings per common share	\$1.28	\$.98	\$2.47	\$2.22
(a) Preferred dividends declared were less than \$.5 million for each period.				
(b) Excludes stock options considered to be anti-dilutive (in thousands)	4,600	13,160	4,610	13,192

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NOTE 11 SHAREHOLDERS' EQUITY AND OTHER COMPREHENSIVE INCOME

Activity in shareholders' equity for the first six months of 2006 follows. Our preferred stock outstanding as of June 30, 2006 and December 31, 2005 totaled less than \$.5 million at each date and, therefore, is excluded from the table.

In millions, except per share data	Shares Outstanding Common Stock	Common Stock	Capital Surplus	Retained Earnings	Deferred Compensation Expense	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total
Balance at December 31, 2005	293	\$1,764	\$1,358	\$9,023	\$(59)	\$(267)	\$(3,256)	\$8,563
Net income				735				735
Other comprehensive income (loss), net of tax								
Net unrealized securities losses						(209)		(209)
Net unrealized losses on cash flow hedge derivatives						(33)		(33)
Other (a)						(1)		(1)
Comprehensive income								492
Cash dividends declared								
Common (\$1.05 per share)				(309)				(309)
Treasury stock activity	2		(18)				55	37
Tax benefit of stock option plans			17					17
Stock options granted			13					13
Subsidiary stock transactions			15					15
Deferred compensation activity					(1)			(1)
Balance at June 30, 2006	295	\$1,764	\$1,385	\$9,449	\$(60)	\$(510)	\$(3,201)	\$8,827

A summary of the components of the change in accumulated other comprehensive income (loss) follows:

Six months ended June 30, 2006 In millions	Pretax	Tax Benefit	After-tax
Change in net unrealized securities losses			
Increase in net unrealized losses on securities held at period end	\$(331)	\$115	\$(216)
Less: Net losses realized in net income (b)	(10)	3	(7)
Change in net unrealized securities losses	(321)	112	(209)
Change in net unrealized losses on cash flow hedge derivatives			
Increase in net unrealized losses on cash flow hedge derivatives	(55)	19	(36)
Less: Net losses realized in net income	(4)	1	(3)
Change in net unrealized losses on cash flow hedge derivatives	(51)	18	(33)
Other (a)	(1)		(1)
Other comprehensive income (loss)	\$(373)	\$130	\$(243)

The accumulated balances related to each component of other comprehensive income (loss) are as follows:

In millions	June 30, 2006		December 31, 2005	
	Pretax	After-tax	Pretax	After-tax
Net unrealized securities losses	\$(691)	\$(449)	\$(370)	\$(240)
Net unrealized losses on cash flow hedge derivatives	(91)	(59)	(40)	(26)
Other, net (a)	(3)	(2)	(2)	(1)
Accumulated other comprehensive loss	\$(785)	\$(510)	\$(412)	\$(267)

(a) Consists of interest-only strip valuation adjustments, foreign currency translation adjustments and minimum pension liability adjustments.

(b) The pretax amount represents net unrealized losses at December 31, 2005 that were realized in 2006 when the related securities were sold. This amount differs from net securities losses included in the Consolidated Income Statement primarily because it does not include gains or losses realized on securities that were purchased and then sold during 2006.

NOTE 12 LEGAL PROCEEDINGS

On July 13, 2006, the United States District Court for the Western District of Pennsylvania approved the settlement of the consolidated class action arising out of the three 2001 PAGIC transactions. This settlement and related matters arising out of the PAGIC transactions are described in our 2005 Annual Report on Form 10-K for the year ended December 31, 2005. The non-settling defendant in that class action had objected to this settlement and currently has the right to appeal the decision of the district court approving the settlement to the United States Court of Appeals for the Third Circuit.

Some of our subsidiaries are defendants (or have potential contractual contribution obligations to other defendants) in several pending lawsuits brought during late 2002 and 2003 arising out of the bankruptcy of Adelphia Communications Corporation and its subsidiaries. There also are threatened additional proceedings arising out of the same matters. One of the lawsuits was brought, on Adelphia's behalf by the unsecured creditors' committee and equity committee in Adelphia's consolidated bankruptcy proceeding and was removed to the United States District Court for the Southern District of New York by order dated February 9, 2006. The other lawsuits, one of which is a putative consolidated class action, were brought by holders of debt and equity securities of Adelphia and have been consolidated for pretrial purposes in that district court. These lawsuits arise out of lending and securities underwriting activities engaged in by these PNC subsidiaries together with other financial services companies. In the aggregate, more than 400 other financial services companies and numerous other companies and individuals have been named as defendants in one or more of the lawsuits. Collectively, with respect to some or all of the defendants, the lawsuits allege federal law claims, including violations of federal securities and other federal laws, violations of common law duties, aiding and abetting such violations, voidable preference payments, and fraudulent transfers, among other matters. The lawsuits seek unquantified monetary damages, interest, attorneys' fees and other expenses, and a return of the alleged voidable preference and fraudulent transfer payments, among other remedies. The bank defendants, including the PNC defendants, have entered into a tentative settlement of the consolidated class action referred to above. This settlement is subject to conditions, including court approval. The amount for which we would be responsible under this settlement is insignificant. We believe that we have defenses to the claims against us in these lawsuits, as well as potential claims against third parties, and intend to defend the remaining lawsuits vigorously. These lawsuits involve complex issues of law and fact, presenting complicated relationships among the many financial and other participants in the events giving rise to these lawsuits, and have not progressed to the point where we can predict the outcome of the lawsuits other than the one for which a tentative settlement is pending. It is not possible to determine what the likely aggregate recoveries on the part of the plaintiffs in these

remaining matters might be or the portion of any such recoveries for which we would ultimately be responsible, but the final consequences to PNC could be material.

On April 29, 2005, an amended complaint was filed in the putative class action against PNC, PNC Bank, N.A., our Pension Plan and its Pension Committee in the United States District Court for the Eastern District of Pennsylvania (originally filed in December 2004). The complaint claims violations of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), arising out of the January 1, 1999 conversion of our Pension Plan from a traditional defined benefit formula into a "cash balance" formula, the design and continued operation of the Plan, and other related matters. Plaintiffs seek to represent a class of all current and former employee-participants in and beneficiaries of the Plan as of December 31, 1998 and thereafter. Plaintiffs also seek to represent a subclass of all current and former employee-participants in and beneficiaries of the Plan as of December 31, 1998 and thereafter who were or would have become eligible for an early retirement subsidy under the former Plan at some time prior to the date of the amended complaint. The plaintiffs are seeking unquantified damages and equitable relief available under ERISA, including interest, costs, and attorneys' fees. On November 21, 2005, the court granted our motion to dismiss the amended complaint. Plaintiffs have appealed this ruling to the United States Court of Appeals for the Third Circuit. We believe that we have substantial defenses to the claims against us in this lawsuit and intend to defend it vigorously.

On March 28, 2006, a first amended complaint was filed in the United States District Court for the Eastern District of Texas by Data Treasury Corporation against PNC and PNC Bank, N.A., as well as more than 50 other financial institutions, vendors, and other companies, claiming that the defendants are infringing, and inducing or contributing to the infringement of, the plaintiff's patents, which allegedly involve check imaging, storage and transfer. The plaintiff seeks unspecified damages (including treble damages), interest, attorneys' fees and other expenses, and injunctive relief against the alleged infringement. We are not in a position to assess the likely outcome of this matter, including our exposure, if any. We believe that we have defenses to the claims against us in this lawsuit and intend to defend it vigorously.

In its Form 10-Q for the quarter ended March 31, 2005, Riggs National Corporation ("Riggs") disclosed a number of pending lawsuits. All material lawsuits have been finally resolved or settlement agreements have been reached, in one case subject to final documentation. None of the pending settlements where the settlement has not been completed is material to PNC.

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As a result of the acquisition of Riggs, PNC is now responsible for Riggs' obligations to provide indemnification to its directors, officers, and, in some cases, employees and agents against certain liabilities incurred as a result of their service on behalf of or at the request of Riggs. PNC is also now responsible for Riggs' obligations to advance on behalf of covered individuals costs incurred in connection with certain claims or proceedings, subject to written undertakings to repay all amounts so advanced if it is ultimately determined that the individual is not entitled to indemnification. Since the acquisition, we have advanced such costs on behalf of covered individuals from Riggs and expect to continue to do so in the future at least with respect to lawsuits and other legal matters identified in Riggs' first quarter 2005 Form 10-Q.

In connection with industry-wide investigations of practices in the mutual fund industry including market timing, late day trading, employee trading in mutual funds and other matters, several of our subsidiaries have received requests for information and other inquiries from state and federal governmental and regulatory authorities. These subsidiaries are fully cooperating in all of these matters.

In addition to the proceedings or other matters described above, PNC and persons to whom we may have indemnification obligations, in the normal course of business, are subject to various other pending and threatened legal proceedings in which claims for monetary damages and other relief are asserted. We do not anticipate, at the present time, that the ultimate aggregate liability, if any, arising out of such other legal proceedings will have a material adverse effect on our financial position. However, we cannot now determine whether or not any claims asserted against us or others to whom we may have indemnification obligations, whether in the proceedings or other matters specifically described above or otherwise, will have a material adverse effect on our results of operations in any future reporting period.

NOTE 13 SEGMENT REPORTING

We operate four major businesses engaged in providing banking, asset management and global fund processing products and services:

- Retail Banking,
- Corporate & Institutional Banking,
- BlackRock, and
- PFPC.

Results of individual businesses are presented based on our management accounting practices and our management structure. There is no comprehensive, authoritative body of guidance for management accounting equivalent to GAAP; therefore, the financial results of individual businesses are not necessarily comparable with similar information for any other company. We refine our methodologies from time to time as our management accounting practices are enhanced and our businesses and management structure change. Financial results are presented, to the extent practicable, as if each business operated on a stand-alone basis. As permitted under GAAP, we have aggregated the business results for certain operating segments for financial reporting purposes.

Assets receive a funding charge and liabilities and capital receive a funding credit based on a transfer pricing methodology that incorporates product maturities, duration and other factors. Capital is intended to cover unexpected losses and is assigned to the banking and processing businesses using our risk-based economic capital model. We have increased the capital assigned to Retail Banking to 6% of funds to reflect the capital required for well-capitalized banks and to approximate market comparables for this business. The capital for BlackRock and PFPC reflects legal entity shareholders' equity, which exceeds required economic capital.

We have allocated the allowances for loan and lease losses and unfunded loan commitments and letters of credit based on our assessment of risk inherent in the loan portfolios. Our allocation of the costs incurred by operations and other support areas not directly aligned with the businesses is primarily based on the use of services.

Total business segment financial results differ from total consolidated results. The impact of these differences is reflected in the "Intercompany Eliminations" and "Other" categories. "Intercompany Eliminations" reflects activities conducted among our businesses that are eliminated in the consolidated results. "Other" includes residual activities that do not meet the criteria for disclosure as a separate reportable business, such as asset and liability management activities, related net securities gains or losses, certain trading activities, equity management activities and minority interest in income of BlackRock, differences between business segment performance reporting and financial statement reporting (GAAP), and corporate overhead.

Assets, revenue and earnings attributable to foreign activities were not material in the periods presented.

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BUSINESS SEGMENT PRODUCTS AND SERVICES

Retail Banking provides deposit, lending, brokerage, trust, investment management and cash management services to approximately 2.5 million consumer and small business customers within our primary geographic area. Our customers are serviced through approximately 850 offices in our branch network, the call center located in Pittsburgh and the Internet – www.pncbank.com. The branch network is located primarily in Pennsylvania; New Jersey; the greater Washington, DC area, including Virginia and Maryland; Ohio; Kentucky and Delaware. Brokerage services are provided through PNC Investments, LLC, and J.J.B. Hilliard, W.L. Lyons, Inc. Retail Banking also serves as investment manager and trustee for employee benefit plans and charitable and endowment assets and provides nondiscretionary defined contribution plan services and investment options through its *Vested Interest*[®] product. These services are provided to individuals and corporations primarily within our primary geographic markets.

Corporate & Institutional Banking provides lending, treasury management, and capital markets products and services to mid-sized corporations, government entities and selectively to large corporations. Lending products include secured and unsecured loans, letters of credit and equipment leases. Treasury management services include cash and investment management, receivables management, disbursement services, funds transfer services, information reporting, and global trade services. Capital markets products and services include foreign exchange, derivatives, loan syndications, mergers and acquisitions advisory and related services to middle-market companies, securities underwriting, and securities sales and trading. Corporate & Institutional Banking also provides commercial loan servicing, real estate advisory and technology solutions for the commercial real estate finance

industry. Corporate & Institutional Banking provides products and services generally within our primary geographic markets with certain products and services provided nationally.

BlackRock is one of the largest publicly traded investment management firms in the United States with approximately \$464 billion of assets under management at June 30, 2006. BlackRock provides diversified investment management services to institutional and individual investors worldwide through a variety of fixed income, cash management, equity, and alternative investment products. Mutual funds include the flagship fund families, *BlackRock Funds* and *BlackRock Liquidity Funds*. In addition, BlackRock provides risk management, investment system outsourcing and financial advisory services to institutional investors under the BlackRock Solutions[®] brand name. See Note 2 Acquisitions regarding the pending Merrill Lynch transaction.

PFPC is a leading full service provider of processing, technology and business solutions for the global investment industry. Securities services include custody, securities lending and accounting and administration for funds registered under the 1940 Act and alternative investments. Investor services include transfer agency, managed accounts, subaccounting, and distribution. PFPC services \$1.9 trillion in total assets and 65 million shareholder accounts as of June 30, 2006 both domestically and internationally through its Ireland and Luxembourg operations.

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Business Segment Results

Three months ended June 30 In millions	Retail Banking	Corporate & Institutional Banking	BlackRock	PFPC	Other	Intercompany Eliminations	Consolidated
2006 INCOME STATEMENT							
Net interest income (expense)	\$423	\$171	\$5	\$(10)	\$(33)		\$556
Noninterest income	358	209	360	218	102	\$(17)	1,230
Total revenue	781	380	365	208	69	(17)	1,786
Provision for credit losses	28	17			(1)		44
Depreciation and amortization	17	6	10	15	24		72
Other noninterest expense	438	186	254	152	64	(17)	1,077
Earnings (loss) before minority and other interests and income taxes	298	171	101	41	(18)		593
Minority and other interests in income of consolidated entities	5				10		15
Income taxes	108	55	38	15	(19)		197
Earnings (loss)	\$185	\$116	\$63	\$26	\$(9)		\$381
Inter-segment revenue	\$3	\$1	\$8	\$3	\$2	\$(17)	
AVERAGE ASSETS (a)	\$29,283	\$26,291	\$1,924	\$2,416	\$36,748	\$(3,215)	\$93,447
2005 INCOME STATEMENT							
Net interest income (expense)	\$396	\$181	\$4	\$(5)	\$(42)		\$534
Noninterest income	313	138	271	217	5	\$(15)	929
Total revenue	709	319	275	212	(37)	(15)	1,463
Provision for (recoveries of) credit losses	15	(48)			6		(27)
Depreciation and amortization	16	4	7	15	22		64
Other noninterest expense	420	151	182	158	80	(15)	976
Earnings (loss) before minority and other interests and income taxes	258	212	86	39	(145)		450
Minority and other interests in income of consolidated entities			1		8		9
Income taxes	96	68	32	15	(52)		159
Earnings (loss)	\$162	\$144	\$53	\$24	\$(101)		\$282
Inter-segment revenue	\$3	\$1	\$7		\$4	\$(15)	
AVERAGE ASSETS (a)	\$27,218	\$25,647	\$1,563	\$2,083	\$32,505	\$(1,457)	\$87,559
Six months ended June 30 In millions							
2006 INCOME STATEMENT							
Net interest income (expense)	\$830	\$343	\$18	\$(19)	\$(60)		\$1,112
Noninterest income	703	374	756	445	172	\$(35)	2,415
Total revenue	1,533	717	774	426	112	(35)	3,527
Provision for credit losses	37	29					66
Depreciation and amortization	34	12	19	29	50		144
Other noninterest expense	857	356	541	311	144	(33)	2,176
Earnings (loss) before minority and other interests and income taxes	605	320	214	86	(82)	(2)	1,141
Minority and other interests in income of consolidated entities	9		1		18		28
Income taxes	221	99	79	33	(53)	(1)	378
Earnings (loss)	\$375	\$221	\$134	\$53	\$(47)	\$(1)	\$735
Inter-segment revenue	\$6	\$3	\$16	\$4	\$6	\$(35)	
AVERAGE ASSETS (a)	\$29,326	\$25,896	\$1,924	\$2,416	\$35,932	\$(2,702)	\$92,792
2005 INCOME STATEMENT							
Net interest income (expense)	\$767	\$358	\$12	\$(21)	\$(76)		\$1,040
Noninterest income	604	270	521	447	94	\$(33)	1,903
Total revenue	1,371	628	533	426	18	(33)	2,943
Provision for (recoveries of) credit losses	29	(52)			4		(19)
Depreciation and amortization	28	8	14	29	44		123
Other noninterest expense	820	301	359	320	146	(29)	1,917
Earnings (loss) before minority and other interests and income taxes	494	371	160	77	(176)	(4)	922
Minority and other interests in income of consolidated entities			1		14		15
Income taxes	183	117	59	30	(117)	(1)	271
Earnings (loss)	\$311	\$254	\$100	\$47	\$(73)	\$(3)	\$636
Inter-segment revenue	\$6	\$3	\$15	\$1	\$8	\$(33)	
AVERAGE ASSETS (a)	\$26,423	\$24,601	\$1,563	\$2,083	\$32,343	\$(1,541)	\$85,472

(a) Period-end balances for BlackRock and PFPC.

Certain revenue and expense amounts shown in the preceding table differ from amounts included in the Business Segments Review section of Part I, Item 2 of this Form 10-Q due to the presentation in Item 2 of business revenues on a taxable-equivalent basis and classification differences related to BlackRock and PFPC. BlackRock income classified as net interest income in the preceding table represents the net of investment income and interest expense as presented in the Business Segments Review section. PFPC income classified as net interest income (expense) in the preceding table represents the interest components of other nonoperating income (net of nonoperating expense) and debt financing as disclosed in the Business Segments Review section.

NOTE 14 COMMITMENTS AND GUARANTEES

EQUITY FUNDING COMMITMENTS

We had commitments to make additional equity investments in certain equity management entities of \$140 million and affordable housing limited partnerships of \$45 million at June 30, 2006.

Additionally, in October 2005, we committed \$200 million to PNC Mezzanine Partners III, L.P., a \$350 million mezzanine fund that invests principally in subordinated debt securities with an equity component. Funding of this investment is expected to occur over a five-year period. The remaining unfunded commitment on June 30, 2006 was \$182 million. The limited partnership is consolidated for financial reporting purposes as PNC has a 57% ownership interest.

STANDBY LETTERS OF CREDIT

We issue standby letters of credit and have risk participations in standby letters of credit and bankers' acceptances issued by other financial institutions, in each case to support obligations of our customers to third parties. If the customer fails to meet its financial or performance obligation to the third party under the terms of the contract, then upon the request of the guaranteed party, we would be obligated to make payment to them. The standby letters of credit and risk participations in standby letters of credit and bankers' acceptances outstanding on June 30, 2006 had terms ranging from less than one year to 11 years. The aggregate maximum amount of future payments we could be required to make under outstanding standby letters of credit and risk participations in standby letters of credit and bankers' acceptances was \$6.7 billion at June 30, 2006.

Assets valued as of June 30, 2006 of approximately \$1 billion secured certain specifically identified standby letters of credit. Approximately \$2.4 billion in recourse provisions from third parties was also available for this purpose as of June 30, 2006. In addition, a portion of the remaining standby letters of credit and letter of credit risk participations issued on behalf of specific customers is also secured by collateral or guarantees that secure the customers' other obligations to us. The carrying amount of the liability for our obligations related to standby letters of credit and risk participations in standby letters of credit and bankers' acceptances was \$62 million at June 30, 2006.

STANDBY BOND PURCHASE AGREEMENTS AND OTHER LIQUIDITY FACILITIES

We enter into standby bond purchase agreements to support municipal bond obligations. At June 30, 2006, the aggregate of PNC's commitments under these facilities was \$242 million. PNC also enters into certain other liquidity facilities to support individual pools of receivables acquired by commercial paper conduits including Market Street. At June 30, 2006, our total commitments under these facilities were \$4.8 billion, of which \$4.6 billion was related to Market Street.

INDEMNIFICATIONS

We are a party to numerous acquisition or divestiture agreements under which we have purchased or sold, or agreed to purchase or sell, various types of assets. These agreements can cover the purchase or sale of:

- Entire businesses,
- Loan portfolios,
- Branch banks,
- Partial interests in companies, or
- Other types of assets.

These agreements generally include indemnification provisions under which we indemnify the third parties to these agreements against a variety of risks to the indemnified parties as a result of the transaction in question. When PNC is the seller, the indemnification provisions will generally also provide the buyer with protection relating to the quality of the assets we are selling and the extent of any liabilities being assumed by the buyer. Due to the nature of these indemnification provisions, we cannot quantify the total potential exposure to us resulting from them.

We provide indemnification in connection with securities offering transactions in which we are involved. When we are the issuer of the securities, we provide indemnification to the underwriters or placement agents analogous to the indemnification provided to the purchasers of businesses from us, as described above. When we are an underwriter or placement agent, we provide a limited indemnification to the issuer related to our actions in connection with the offering and, if there are other underwriters, indemnification to the other underwriters intended to result in an appropriate sharing of the risk of participating in the offering. Due to the nature of these indemnification provisions, we cannot quantify the total potential exposure to us resulting from them.

We enter into certain types of agreements that include provisions for indemnifying third parties, such as:

- Agreements relating to providing various servicing and processing functions to third parties,
- Agreements relating to the creation of trusts or other legal entities to facilitate leasing transactions, commercial mortgage-backed securities transactions (loan securitizations) and certain other off-balance sheet transactions,
- Confidentiality agreements,
- Syndicated credit agreements, as a syndicate member,
- Sales of individual loans and equipment leases,
- Arrangements with brokers to facilitate the hedging of derivative and convertible arbitrage activities, and
- Litigation settlement agreements.

Due to the nature of these indemnification provisions, we cannot calculate our aggregate potential exposure under them.

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We enter into certain types of agreements, including leases, assignments of leases, and subleases, in which we agree to indemnify third parties for acts by our agents, assignees and/or sublessees, and employees. While we do not believe these indemnification liabilities are material, either individually or in total, we cannot calculate our potential exposure.

We enter into contracts for the delivery of technology service in which we indemnify the other party against claims of patent and copyright infringement by third parties. Due to the nature of these indemnification provisions, we cannot calculate our aggregate potential exposure under this type of indemnification.

We engage in certain insurance activities which require our employees to be bonded. We satisfy this bonding requirement by issuing letters of credit in a total amount of approximately \$5 million.

In the ordinary course of business, we enter into contracts with third parties under which the third parties provide services on behalf of PNC. In many of these contracts, we agree to indemnify the third party service provider under certain circumstances. The terms of the indemnity vary from contract to contract and the amount of the indemnification liability, if any, cannot be determined.

We are a general or limited partner in certain asset management and investment limited partnerships, many of which contain indemnification provisions that would require us to make payments in excess of our remaining funding commitments. While in certain of these partnerships the maximum liability to us is limited to the sum of our unfunded commitments and partnership distributions received by us, in the others the indemnification liability is unlimited. As a result, we cannot determine our aggregate potential exposure for these indemnifications.

Pursuant to their bylaws, PNC and its subsidiaries provide indemnification to directors, officers and, in some cases, employees and agents against certain liabilities incurred as a result of their service on behalf of or at the request of PNC and its subsidiaries. PNC and its subsidiaries also advance on behalf of covered individuals costs incurred in connection with certain claims or proceedings, subject to written undertakings by each such individual to repay all amounts so advanced if it is ultimately determined that the individual is not entitled to indemnification. We generally are responsible for similar indemnifications and advancement obligations that companies we acquire, including Riggs, had to their officers, directors and sometimes employees and agents at the time of acquisition. We advanced such costs on behalf of several such individuals (including some from Riggs) with respect to pending litigation or investigations during the first six months of 2006. It is not possible for us to determine the aggregate potential exposure resulting from the obligation to provide this indemnity or to advance such costs.

In connection with the lending of securities held by PFPC as an intermediary on behalf of certain of its clients, we provide indemnification to those clients against the failure of the borrowers to return the securities. The market value of the securities lent is fully secured on a daily basis; therefore, the exposure to us is limited to temporary shortfalls in the collateral as a result of short-term fluctuations in trading prices of the loaned securities. At June 30, 2006, the total maximum potential exposure as a result of these indemnity obligations was \$10.9 billion, although we held collateral at the time in excess of that amount.

OTHER GUARANTEES

We write caps and floors for customers, risk management and proprietary trading purposes. At June 30, 2006, the fair value of the written caps and floors liability on our Consolidated Balance Sheet was \$22 million. Our ultimate obligation under written options is based on future market conditions and is only quantifiable at settlement. We manage our market risk exposure from customer positions through transactions with third-party dealers.

We also enter into credit default swaps under which we buy loss protection from or sell loss protection to a counterparty for the occurrence of a credit event of a reference entity. The fair value of the contracts sold on our Consolidated Balance Sheet was a net asset of \$7 million at June 30, 2006. The maximum amount we would be required to pay under the credit default swaps in which we sold protection, assuming all reference obligations experience a credit event at a total loss, without recoveries, was \$769 million at June 30, 2006.

We have entered into various contingent performance guarantees through credit risk participation arrangements with terms ranging from less than 1 year to 12 years. We will be required to make payments under these guarantees if a customer defaults on its obligation to perform under certain credit agreements with third parties. Our exposure under these agreements is approximately \$388 million at June 30, 2006.

CONTINGENT PAYMENTS IN CONNECTION WITH CERTAIN ACQUISITIONS

A number of the acquisition agreements to which we are a party and under which we have purchased various types of assets, including the purchase of entire businesses, partial interests in companies, or other types of assets, require us to make additional payments in future years if certain predetermined goals are achieved or not achieved within a specific time period. Due to the nature of the contract provisions, we cannot quantify our total exposure that may result from these agreements.

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STATISTICAL INFORMATION (Unaudited)
The PNC Financial Services Group, Inc.
Average Consolidated Balance Sheet And Net Interest Analysis

Six months ended June 30

Taxable-equivalent basis Dollars in millions	2006			2005		
	Average Balances	Interest Income/Expense	Average Yields/Rates	Average Balances	Interest Income/Expense	Average Yields/Rates
Assets						
Interest-earning assets						
Securities available for sale and held to maturity						
Mortgage-backed, asset-backed, and other debt	\$13,391	\$319	4.76 %	\$10,390	\$218	4.20 %
U.S. Treasury and government agencies/corporations	7,394	168	4.54	7,153	143	3.99
State and municipal	154	4	5.20	171	5	5.50
Corporate stocks and other	223	8	6.97	181	6	6.64
Total securities available for sale and held to maturity	21,162	499	4.71	17,895	372	4.15
Loans, net of unearned income						
Commercial	19,954	689	6.87	18,601	522	5.58
Commercial real estate	3,046	105	6.86	2,248	63	5.57
Consumer	16,037	486	6.12	15,919	429	5.43
Residential mortgage	7,313	197	5.38	5,301	137	5.16
Lease financing	2,765	62	4.49	3,009	67	4.51
Other	349	12	6.83	490	11	4.34
Total loans, net of unearned income	49,464	1,551	6.27	45,568	1,229	5.40
Loans held for sale	2,577	73	5.71	2,047	41	4.00
Federal funds sold and resale agreements	551	12	4.43	1,444	17	2.29
Other	2,970	70	4.76	3,018	59	4.01
Total interest-earning assets/interest income	76,724	2,205	5.75	69,972	1,718	4.91
Noninterest-earning assets						
Allowance for loan and lease losses	(600)			(633)		
Cash and due from banks	3,164			3,047		
Other	13,504			13,086		
Total assets	\$92,792			\$85,472		
Liabilities, Minority and Noncontrolling Interests, and Shareholders' Equity						
Interest-bearing liabilities						
Interest-bearing deposits						
Money market	\$18,752	285	3.06	\$17,024	159	1.89
Demand	8,266	38	.92	8,086	24	.59
Savings	2,213	6	.50	2,809	9	.65
Retail certificates of deposit	13,466	257	3.85	10,758	158	2.95
Other time	1,316	29	4.46	1,195	23	3.84
Time deposits in foreign offices	3,839	91	4.69	2,425	33	2.69
Total interest-bearing deposits	47,852	706	2.96	42,297	406	1.93
Borrowed funds						
Federal funds purchased	2,655	63	4.71	2,085	29	2.81
Repurchase agreements	2,267	49	4.28	2,356	30	2.57
Bank notes and senior debt	3,482	83	4.78	2,978	46	3.05
Subordinated debt	4,437	130	5.85	3,868	87	4.49
Commercial paper	212	5	4.67	2,391	34	2.80
Other	2,324	44	3.79	2,012	33	3.28
Total borrowed funds	15,377	374	4.85	15,690	259	3.29
Total interest-bearing liabilities/interest expense	63,229	1,080	3.42	57,987	665	2.30
Noninterest-bearing liabilities, minority and noncontrolling interests, and shareholders' equity						
Demand and other noninterest-bearing deposits	13,946			12,711		
Allowance for unfunded loan commitments and letters of credit	102			77		
Accrued expenses and other liabilities	6,222			6,473		
Minority and noncontrolling interests in consolidated entities	610			526		
Shareholders' equity	8,683			7,698		
Total liabilities, minority and noncontrolling interests, and shareholders' equity	\$92,792			\$85,472		
Interest rate spread			2.33	2.61		
Impact of noninterest-bearing sources			.60	.40		
Net interest income/margin			\$1,125	2.93 %	\$1,053	3.01 %

Nonaccrual loans are included in loans, net of unearned income. The impact of financial derivatives used in interest rate risk management is included in the interest income/expense and average yields/rates of the related assets and liabilities. Basis adjustments related to hedged items are included in noninterest-earning assets and noninterest-bearing liabilities. Average balances of securities are based on amortized historical cost (excluding SFAS 115 adjustments to fair value, which are included in other assets). Average balances for certain loans and borrowed funds accounted for at fair value, with changes in fair value recorded in trading noninterest income, are included in noninterest-earning assets and noninterest-bearing liabilities.

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Second Quarter 2006			First Quarter 2006			Second Quarter 2005		
Average Balances	Interest Income/Expense	Average Yields/Rates	Average Balances	Interest Income/Expense	Average Yields/Rates	Average Balances	Interest Income/Expense	Average Yields/Rates
\$13,771	\$166	4.83 %	\$13,007	\$153	4.69 %	\$11,139	\$117	4.22 %
7,263	83	4.57	7,527	85	4.51	7,406	77	4.12
152	2	5.24	156	2	5.16	171	2	5.20
230	4	6.34	216	4	7.65	190	3	5.92
21,416	255	4.76	20,906	244	4.66	18,906	199	4.21
20,348	360	7.00	19,556	329	6.72	19,259	277	5.69
3,071	56	7.17	3,021	49	6.54	2,478	36	5.67
16,049	248	6.20	16,184	238	5.97	16,195	223	5.53
7,353	100	5.39	7,272	97	5.36	5,742	74	5.16
2,761	31	4.47	2,769	31	4.51	2,978	33	4.52
354	6	7.04	344	6	6.61	484	6	4.58
49,936	801	6.38	49,146	750	6.14	47,136	649	5.48
2,411	36	5.99	2,745	37	5.47	2,152	26	4.71
613	7	4.72	488	5	4.06	649	4	2.43
2,795	33	4.70	3,147	37	4.82	3,098	30	4.04
77,171	1,132	5.84	76,432	1,073	5.64	71,941	908	5.03
(600)			(600)			(655)		
3,140			3,187			3,106		
13,736			13,110			13,167		
\$93,447			\$92,129			\$87,559		
\$19,019	152	3.20	\$18,482	133	2.92	\$17,482	89	2.05
8,229	20	.98	8,304	18	.87	8,205	13	.62
2,177	3	.49	2,250	3	.51	2,787	4	.63
13,686	136	3.97	13,243	121	3.72	11,215	86	3.04
1,323	15	4.63	1,309	14	4.28	1,484	14	3.82
4,276	53	4.89	3,396	38	4.42	2,477	18	2.91
48,710	379	3.11	46,984	327	2.81	43,650	224	2.05
2,715	34	4.93	2,594	29	4.47	2,506	19	3.00
2,226	26	4.48	2,307	23	4.08	2,405	17	2.86
3,145	39	5.04	3,824	44	4.56	3,288	27	3.21
4,437	67	6.05	4,437	63	5.66	3,826	45	4.72
206	3	4.89	219	2	4.46	2,438	19	3.07
2,298	22	3.88	2,380	22	3.65	1,867	16	3.40
15,027	191	5.06	15,761	183	4.65	16,330	143	3.48
63,737	570	3.56	62,745	510	3.27	59,980	367	2.44
13,926			13,966			12,987		
103			101			78		
6,305			6,106			6,095		
631			589			526		
8,745			8,622			7,893		
\$93,447			\$92,129			\$87,559		
		2.28			2.37			2.59
		.62			.58			.41
	\$562	2.90 %		\$563	2.95 %		\$541	3.00 %

Loan fees for the six months ended June 30, 2006 and June 30, 2005 were \$18 million and \$51 million, respectively. Loan fees for the three months ended June 30, 2006, March 31, 2006 and June 30, 2005 were \$9 million, \$9 million and \$27 million, respectively. Interest income includes the effects of taxable-equivalent adjustments using a marginal federal income tax rate of 35% to increase tax-exempt interest income to a taxable-equivalent basis. The taxable-equivalent adjustments to interest income for the six months ended June 30, 2006 and June 30, 2005 were \$13 million and \$13 million, respectively. The taxable-equivalent adjustments for the three months ended June 30, 2006, March 31, 2006 and June 30, 2005 were \$6 million, \$7 million and \$7 million, respectively. Average securities held to maturity totaled \$1 million for the six months ended June 30, 2005 and three months ended June 30, 2005 and are included in the "Mortgage-backed, asset-backed, and other debt" category. Average securities held to maturity totaled less than \$.5 million for each of the other periods presented.

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PART II OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

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

ITEM 1A. RISK FACTORS

No material changes from the risk factors previously disclosed in PNC's 2005 Form 10-K in response to Part I, Item 1A.

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

(c) Details of our repurchases of PNC common stock during the second quarter of 2006 are included in the following table:

In thousands, except per share data

2006 period	Total shares purchased (1)	Average price paid per share	Total shares purchased as part of publicly announced programs (2)	Maximum number of shares that may yet be purchased under the programs (2)
April 1 – April 30	432	\$68.81	205	19,317
May 1 – May 31	1,030	\$69.34	770	18,547
June 1- June 30	893	\$68.68	785	17,762
Total	2,355	\$68.99	1,760	

(1) Includes PNC common stock purchased under the program referred to in note (2) to this table, if any, and PNC common stock purchased in connection with our various employee benefit plans.

(2) Our current stock repurchase program, which was authorized as of February 16, 2005, allows us to purchase up to 20 million shares on the open market or in privately negotiated transactions. This program will remain in effect until fully utilized or until modified, superseded or terminated.

ITEM 6. EXHIBITS

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

EXHIBIT INDEX

10.40	Forms of employee stock option and restricted stock agreements under 2006 Incentive Award Plan
12.1	Computation of Ratio of Earnings to Fixed Charges
12.2	Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividends
31.1	Certification of Chairman and Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chairman and Chief Executive Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

You can receive copies of these Exhibits electronically at the SEC's home page at www.sec.gov or from the public reference section of the SEC, at prescribed rates, at 100 F Street NE, Room 1580, Washington, DC 20549. The Exhibits are also available as part of this Form 10-Q on or through PNC's corporate website at www.pnc.com under "About PNC - - Investor Relations - Financial Information." Shareholders may also receive copies of Exhibits, without charge, by contacting Shareholder Relations at 800-843-2206 or via e-mail at investor.relations@pnc.com.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on August 9, 2006 on its behalf by the undersigned thereunto duly authorized.

The PNC Financial Services Group, Inc.

/s/ Richard J. Johnson

Richard J. Johnson
Chief Financial Officer
(Principal Financial Officer)

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CORPORATE INFORMATION

THE PNC FINANCIAL SERVICES GROUP, INC.

CORPORATE HEADQUARTERS

The PNC Financial Services Group, Inc.
One PNC Plaza
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222-2707
412-762-2000

STOCK LISTING

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

INTERNET INFORMATION

The PNC Financial Services Group, Inc. financial reports and information about its products and services are available on the internet at www.pnc.com.

FINANCIAL INFORMATION

We are subject to the informational requirements of the Securities Exchange Act of 1934. Therefore, we file annual, quarterly and current reports as well as proxy materials with the Securities and Exchange Commission ("SEC"). You may obtain copies of these and other filings, including exhibits, electronically at the SEC's website at www.sec.gov or on or through PNC's corporate website at www.pnc.com under "About PNC - Investor Relations - Financial Information." Copies also may be obtained without charge by contacting Shareholder Services at 800-982-7652 or via e-mail at web.queries@computershare.com.

CORPORATE GOVERNANCE AT PNC

Information about our Board of Directors ("Board") and its committees and corporate governance at PNC is available on PNC's corporate website at www.pnc.com under "About PNC - Investor Relations - Corporate Governance." Shareholders who would like to request printed copies of the PNC Code of Business Conduct and Ethics, our Corporate Governance Guidelines or the charters of our Board's Audit, Nominating and Governance, and Personnel and Compensation Committees (all of which are posted on the PNC corporate website) may do so by sending their requests to George P. Long, III, Corporate Secretary, at corporate headquarters at the above address. Copies will be provided without charge to shareholders.

INQUIRIES

For financial services call 888-PNC-2265. Individual shareholders should contact Shareholder Services at 800-982-7652.

Analysts and institutional investors should contact William H. Callihan, Senior Vice President, Director of Investor Relations, at 412-762-8257 or via e-mail at investor.relations@pnc.com.

News media representatives and others seeking general information should contact Brian Goerke, Director of External Communications, at 412-762-4550 or via e-mail at corporate.communications@pnc.com.

COMMON STOCK PRICES/DIVIDENDS DECLARED

The table below sets forth by quarter the range of high and low sale and quarter-end closing prices for The PNC Financial Services Group, Inc. common stock and the cash dividends declared per common share.

	High	Low	Close	Cash Dividends Declared
2006 Quarter				
First	\$71.42	\$61.78	\$67.31	\$.50
Second	72.00	65.30	70.17	.55
Total				\$1.05
2005 Quarter				
First	\$57.57	\$50.30	\$51.48	\$.50
Second	55.90	49.35	54.46	.50
Third	58.95	53.80	58.02	.50
Fourth	65.66	54.73	61.83	.50
Total				\$2.00

DIVIDEND POLICY

Holders of The PNC Financial Services Group, Inc. common stock are entitled to receive dividends when declared by the Board out of funds legally available for this purpose. The Board presently intends to continue the policy of paying quarterly cash dividends. However, the amount of future dividends will depend on earnings, the financial condition of The PNC Financial Services Group, Inc. and other factors, including applicable government regulations and policies and contractual restrictions.

DIVIDEND REINVESTMENT AND STOCK PURCHASE PLAN

The PNC Financial Services Group, Inc. Dividend Reinvestment and Stock Purchase Plan provides our shareholders with an attractive and convenient way to reinvest cash dividends in shares of our common stock and to purchase additional shares of our common stock through voluntary cash payments. You can obtain a prospectus and enrollment form by contacting Shareholder Services at 800-982-7652.

REGISTRAR AND TRANSFER AGENT

Computershare Investor Services, LLC
2 North LaSalle Street
Chicago, Illinois 60602
800-982-7652

**FORMS OF EMPLOYEE STOCK OPTION AND RESTRICTED STOCK AGREEMENTS
UNDER 2006 INCENTIVE AWARD PLAN**

FORM OF STANDARD EMPLOYEE STOCK OPTION AGREEMENT

THE PNC FINANCIAL SERVICES GROUP, INC.
2006 INCENTIVE AWARD PLAN

NONSTATUTORY STOCK OPTION AGREEMENT

OPTIONEE: < name >
GRANT DATE: _____, 200_
OPTION PRICE: \$ _____ per share
COVERED SHARES: < shares >

1. Definitions: Grant of Option. Certain terms used in this Nonstatutory Stock Option Agreement (the "Agreement") are defined in Annex A (which is incorporated herein as part of the Agreement) or elsewhere in the Agreement, and such definitions will apply except where the context otherwise indicates.

Pursuant to The PNC Financial Services Group, Inc. 2006 Incentive Award Plan (the "Plan") and subject to the terms of the Agreement, PNC hereby grants to Optionee an Option to purchase from PNC that number of shares of PNC common stock specified above as the "Covered Shares," exercisable at the Option Price.

In the Agreement, "PNC" means The PNC Financial Services Group, Inc. and "Corporation" means PNC and its Consolidated Subsidiaries. Headings used in the Agreement are for convenience only and are not part of the Agreement.

2. Terms of the Option.

2.1 Type of Option. The Option is intended to be a Nonstatutory Stock Option.

2.2 Option Period. The Option is exercisable in whole or in part as to any Covered Shares as to which it is outstanding and has become exercisable ("vested") at any time and from time to time through the Expiration Date.

To the extent that the Option or relevant portion thereof is outstanding, the Option will vest as to Covered Shares as set forth in this Section 2.2.

(a) Unless the Option has become fully vested pursuant to Section 2.2(b), 2.2(c), 2.2(d) or 2.2(e), the Option will become exercisable ("vest"):

(i) as to one-third (1/3rd) of the Covered Shares (rounded down to the nearest whole Share), commencing on the first (1st) anniversary date of the Grant Date *provided that* Optionee is still an employee of the Corporation on such vesting date or is a Retiree whose Retirement date occurred on or after the six (6) month anniversary date of the Grant Date;

(ii) as to one-half (1/2) of the remaining Covered Shares (rounded down to the nearest whole Share), commencing on the second (2^d) anniversary date of the Grant Date *provided that* Optionee is still an employee of the Corporation on such vesting date or is a Retiree whose Retirement date occurred on or after the first (1st) anniversary date of the Grant Date; and

(iii) as to the remaining Covered Shares, commencing on the third (3rd) anniversary date of the Grant Date *provided that* Optionee is still an employee of the Corporation on such vesting date or is a Retiree whose Retirement date occurred on or after the first (1st) anniversary date of the Grant Date.

(b) If Optionee's employment is terminated by the Corporation by reason of Total and Permanent Disability and not for Cause, the Option will vest as to all outstanding Covered Shares as to which it has not otherwise vested commencing on Optionee's Termination Date.

(c) If Optionee's employment with the Corporation is terminated by reason of Optionee's death, the Option will immediately vest as to all outstanding Covered Shares as to which it has not otherwise vested, and the Option may be exercised by Optionee's properly designated beneficiary, by the person or persons entitled to do so under Optionee's will, or by the person or persons entitled to do so under the applicable laws of descent and distribution.

(d) If, after the occurrence of a CIC Triggering Event but prior to the occurrence of a CIC Failure or of the Change in Control triggered by the CIC Triggering Event, Optionee's employment with the Corporation is terminated by the Corporation without Cause or by Optionee with Good Reason, the Option will vest as to all outstanding Covered Shares as to which it has not otherwise vested commencing on Optionee's Termination Date.

(e) Notwithstanding any other provision of this Section 2.2, to the extent that the Option is outstanding but not yet fully vested at the time a Change in Control occurs, the Option will vest as to all then outstanding Covered Shares as to which it has not otherwise vested, effective as of the day immediately prior to the occurrence of the Change in Control, *provided that*, at the time the Change in Control occurs, Optionee is either (i) an employee of the Corporation or (ii) a former employee of the Corporation whose unvested Option, or portion thereof, is then outstanding and continues to qualify for vesting pursuant to the terms of Section 2.2(a)(i), (ii) and/or (iii).

If Optionee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under generally accepted accounting principles and Optionee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Optionee's employment with the Corporation terminates effective at the time this occurs.

2.3 Nontransferability; Designation of Beneficiary. The Option is not transferable or assignable by Optionee other than by transfer to a properly designated beneficiary in the event of death, or by will or the laws of descent and distribution.

During Optionee's lifetime, the Option may be exercised only by Optionee or, in the event of Optionee's legal incapacity, by his or her legal representative.

During Optionee's lifetime, Optionee may file with PNC, at such address and in such manner as PNC may from time to time direct, on a form to be provided by PNC on request, a designation of a beneficiary or beneficiaries (a "properly designated beneficiary") to hold and exercise Optionee's stock options, to the extent outstanding and exercisable, in accordance with their respective stock option agreements and the Plan in the event of Optionee's death. In the absence of a properly designated beneficiary, the Option will be held and may be exercised by the person or persons entitled to do so under Optionee's will or under the applicable laws of descent and distribution.

3. Capital Adjustments. The number and class of Covered Shares as to which the Option is outstanding and has not yet been exercised and the Option Price will be subject to such adjustment, if any, as the Committee in its sole discretion deems appropriate to reflect corporate transactions (including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC (each, a "Corporate Transaction")), including without limitation cancellation of the Option immediately prior to the effective time of the Corporate Transaction and payment, in cash, in consideration therefor, of an amount equal to the product of (a) the excess, if any, of the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction over the Option Price and (b) the total number of Covered Shares subject to the Option that were outstanding and unexercised immediately prior to the effective time of the Corporate Transaction.

All determinations hereunder will be made by the Committee in its sole discretion and will be final, binding and conclusive for all purposes on all parties, including without limitation the holder of the Option.

No fractional shares will be issued on exercise of the Option. PNC will determine the manner in which any fractional shares will be treated.

4. Exercise of Option.

4.1 Notice and Effective Date. The Option may be exercised, in whole or in part, by delivering to PNC written notice of such exercise, in such form as PNC may from time to time prescribe, and by paying in full the aggregate Option Price with respect to that portion of the Option being exercised and satisfying any amounts required to be withheld pursuant to applicable tax laws in connection with such exercise.

In addition, notwithstanding Sections 4.2 and 4.3, Optionee may elect to complete his or her Option exercise through a brokerage service/margin account pursuant to the broker-assisted cashless option exercise procedure under Regulation T of the Board of Governors of the Federal Reserve System and in such manner as may be permitted by PNC from time to time consistent with said Regulation T.

The effective date of such exercise will be the Exercise Date. Until PNC notifies Optionee to the contrary, the form attached to the Agreement as Annex B shall be used to exercise the Option and the form attached to the Agreement as Annex C shall be used to make tax payment elections.

In the event that the Option is exercised, pursuant to Section 2.3, by any person or persons other than Optionee, such notice of exercise must be accompanied by appropriate proof of the derivative right of such person or persons to exercise the Option.

4.2 Payment of Option Price. Upon exercise of the Option, in whole or in part, Optionee may pay the aggregate Option Price (a) in cash or (b) if and to the extent then permitted by PNC, using whole shares of PNC common stock (either by physical delivery to PNC of certificates for the shares or through PNC's share attestation procedure) having an aggregate Fair Market Value on the Exercise Date not exceeding that portion of the aggregate Option Price being paid using such shares, or through a combination of cash and shares of PNC common stock; *provided, however*, that shares of PNC common stock used to pay all or any portion of the aggregate Option Price may not be subject to any contractual restriction, pledge or other encumbrance and must be shares that have been owned by Optionee for at least six (6) months prior to the Exercise Date and, in the case of restricted stock, for which it has been at least six (6) months since the restrictions lapsed, or, in either case, for such other period as may be specified or permitted by PNC.

4.3 Payment of Taxes. Optionee may elect to satisfy any or all applicable federal, state, or local tax liabilities incurred in connection with exercise of the Option (a) by payment of cash, (b) if and to the extent then permitted by PNC and subject to such terms and conditions as PNC may from time to time establish, through the retention by PNC of sufficient whole shares of PNC common stock otherwise issuable upon such exercise to satisfy the minimum amount of taxes required to be withheld in connection with such exercise, or (c) if and to the extent then permitted by PNC and subject to such terms and conditions as PNC may from time to time establish, using whole shares of PNC common stock (either by physical delivery to PNC of certificates for the shares or through PNC's share attestation procedure) that are not subject to any contractual restriction, pledge or other encumbrance and that have been owned by Optionee for at least six (6) months prior to the Exercise Date and, in the case of restricted stock, for which it has been at least six (6) months since the restrictions lapsed, or, in either case, for such other period as may be specified or permitted by PNC.

For purposes of this Section 4.3, shares of PNC common stock that are used to satisfy applicable taxes will be valued at their Fair Market Value on the date the tax withholding obligation arises. In no event will the Fair Market Value of the shares of PNC common stock otherwise issuable upon exercise of the Option but retained pursuant to Section 4.3(b) exceed the minimum amount of taxes required to be withheld in connection with the Option exercise.

4.4 Effect. The exercise, in whole or in part, of the Option will cause a reduction in the number of unexercised Covered Shares as to which the Option is outstanding equal to the number of shares of PNC common stock with respect to which the Option is exercised.

5. Restrictions on Exercise and on Shares Issued on Exercise. Notwithstanding any other provision of the Agreement, the Option may not be exercised at any time that PNC does not have in effect a registration statement under the Securities Act of 1933 as amended relating to the offer of shares of PNC common stock under the Plan unless PNC

agrees to permit such exercise. Upon the issuance of any shares of PNC common stock pursuant to exercise of the Option at a time when such a registration statement is not in effect, Optionee will, upon the request of PNC, agree in writing that Optionee is acquiring such shares for investment only and not with a view to resale and that Optionee will not sell, pledge, or otherwise dispose of such shares unless and until (a) PNC is furnished with an opinion of counsel to the effect that registration of such shares pursuant to the Securities Act of 1933 as amended is not required by that Act or by rules and regulations promulgated thereunder, (b) the staff of the SEC has issued a no-action letter with respect to such disposition, or (c) such registration or notification as is, in the opinion of counsel for PNC, required for the lawful disposition of such shares has been filed and has become effective; *provided, however*, that PNC is not obligated hereby to file any such registration or notification. PNC may place a legend embodying such restrictions on the certificate(s) evidencing such shares.

6. Rights as Shareholder. Optionee will have no rights as a shareholder with respect to any Covered Shares until the Exercise Date and then only with respect to those shares of PNC common stock issued upon such exercise of the Option and not retained as provided in Section 4.3.

7. Employment. Neither the granting of the Option evidenced by the Agreement nor any term or provision of the Agreement will constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Optionee for any period.

8. Subject to the Plan. The Option evidenced by the Agreement and the exercise thereof are subject to the terms and conditions of the Plan, which is incorporated by reference herein and made a part hereof, but the terms of the Plan will not be considered an enlargement of any benefits under the Agreement. In addition, the Option is subject to any rules and regulations promulgated by or under the authority of the Committee.

9. Optionee Covenants.

9.1 General. Optionee and PNC acknowledge and agree that Optionee has received adequate consideration with respect to enforcement of the provisions of Sections 9 and 10 hereof by virtue of receiving this Option, which gives Optionee an opportunity potentially to benefit from an increase in the future value of PNC common stock (regardless of whether any such benefit is ultimately realized); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Optionee from earning a living.

9.2 Non-Solicitation; No-Hire. Optionee agrees to comply with the provisions of subsections (a) and (b) of this Section 9.2 while employed by the Corporation and for a period of twelve (12) months after Optionee's Termination Date regardless of the reason for such termination of employment.

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

(b) No-Hire. Optionee shall not, directly or indirectly, either for Optionee's own benefit or purpose or for the benefit or purpose of any Person other than PNC or any of its subsidiaries, employ or offer to employ, call on, or actively interfere with PNC's or any subsidiary's relationship with, or attempt to divert or entice away, any employee of PNC or any of its subsidiaries, nor shall Optionee assist any other Person in such activities.

Notwithstanding the above, if Optionee's employment with the Corporation is terminated by the Corporation without Cause or by Optionee with Good Reason and such Termination Date occurs during a Coverage Period (either as Coverage Period is defined in Section A.13 of Annex A or, if Optionee was a party to a CIC Severance Agreement that was in effect at the time of such termination of employment, as Coverage Period is defined in such CIC Severance Agreement, if longer), then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 9.2 shall no longer apply and shall be replaced with the following subsection (c):

(c) No-Hire. Optionee agrees that Optionee shall not, for a period of twelve (12) months after the Termination Date, employ or offer to employ, solicit, actively interfere with PNC's or any PNC affiliate's relationship with, or attempt to divert or entice away, any officer of PNC or any PNC affiliate.

9.3 Confidentiality. During Optionee's employment with the Corporation, and thereafter regardless of the reason for termination of such employment, Optionee will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which is the exclusive and valuable property of the Corporation whether or not conceived of or prepared by Optionee, other than (a) information generally known in the Corporation's industry or acquired from public sources, (b) as required in the course of employment by the Corporation, (c) as required by any court, supervisory authority, administrative agency or applicable law, or (d) with the prior written consent of PNC.

9.4 Ownership of Inventions. Optionee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Optionee during the term of Optionee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Optionee agrees to assign and hereby does assign to PNC or its designee all of Optionee's right, title and interest, including copyrights and patent rights, in and to all Developments. Optionee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 9.4 shall be performed by Optionee without further compensation and shall continue beyond the Termination Date.

10. Enforcement Provisions. Optionee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

10.2 Equitable Remedies. A breach of the provisions of any of Sections 9.2, 9.3 or 9.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Optionee, and each and every person and entity acting in concert or participating with Optionee, from initiation and/or continuation of such breach.

10.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 9.2 by legal proceedings, the period during which Optionee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

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

10.5 Severability. The restrictions and obligations imposed by Sections 9.2, 9.3 and 9.4 are separate and severable, and it is the intent of Optionee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations shall remain valid and binding upon Optionee.

10.6 Reform. In the event any of Sections 9.2, 9.3 and 9.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Optionee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

10.7 Waiver of Jury Trial. Each of Optionee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 9.2, 9.3 and 9.4.

10.8 Applicable Law. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries. Further, to the extent, if any, applicable to Optionee, Optionee agrees to reimburse PNC for any amounts Optionee may be required to reimburse the Corporation pursuant to Section 304 of the Sarbanes-Oxley Act of 2002, and agrees that PNC need not comply with any term, covenant or condition of the Agreement to the extent that doing so would require that Optionee reimburse PNC or its subsidiaries for such amounts pursuant to Section 304 of the Sarbanes-Oxley Act of 2002.

11. Compliance with Internal Revenue Code Section 409A. To the extent that any of the terms or provisions of this Agreement or of the Option may result in the application of Section 409A of the Internal Revenue Code to this Option, PNC may, without the consent of Optionee, modify the Agreement and the Option to the extent and in the manner PNC deems necessary or advisable in order to allow the Option to be excluded from the definition of "deferred compensation" within the meaning of such Section 409A or in order to comply with the provisions of Section 409A, other applicable provision(s) of the Internal Revenue Code, and/or any rules, regulations or other regulatory guidance issued under such statutory provisions.

12. Effective Date. If Optionee does not accept the grant of the Option by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms of the Agreement in any way, within thirty (30) days of receipt by Optionee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the Option and the Agreement at any time prior to Optionee's delivery to PNC of a copy of the Agreement executed by Optionee.

Otherwise, upon execution and delivery of the Agreement by both PNC and Optionee and, in the event that Optionee is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities, the filing with and acceptance by the SEC of a Form 4 reporting the Grant, the Option and the Agreement are effective as of the Grant Date.

IN WITNESS WHEREOF, PNC has caused the Agreement to be signed on its behalf effective as of the Grant Date.

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

Accepted and agreed to as of the Grant Date

Optionee

Annex A - Certain Definitions

Annex B - Notice of Exercise

Annex C - Tax Payment Election Form

ANNEX A
CERTAIN DEFINITIONS

A.1 “Agreement” means the Nonstatutory Stock Option Agreement between PNC and Optionee evidencing the grant of the Option to Optionee pursuant to the Plan.

A.2 “Board” means the Board of Directors of PNC.

A.3 “Cause.”

(a) “Cause” during a Coverage Period. If the termination of Optionee’s employment with the Corporation occurs during a Coverage Period, then, for purposes of the Agreement, “Cause” means:

(i) the willful and continued failure of Optionee to substantially perform Optionee’s duties with the Corporation (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Optionee by the Board or the CEO that specifically identifies the manner in which the Board or the CEO believes that Optionee has not substantially performed Optionee’s duties; or

(ii) the willful engaging by Optionee in illegal conduct or gross misconduct that is materially and demonstrably injurious to PNC or any of its subsidiaries.

For purposes of the preceding clauses (i) and (ii), no act or failure to act, on the part of Optionee, shall be considered willful unless it is done, or omitted to be done, by Optionee in bad faith and without reasonable belief that Optionee’s action or omission was in the best interests of the Corporation. Any act, or failure to act, based upon the instructions or prior approval of the Board, the CEO or Optionee’s superior or based upon the advice of counsel for the Corporation, shall be conclusively presumed to be done, or omitted to be done, by Optionee in good faith and in the best interests of the Corporation.

The cessation of employment of Optionee will be deemed to be a termination of Optionee’s employment with the Corporation for Cause for purposes of the Agreement only if and when there shall have been delivered to Optionee, as part of the notice of Optionee’s termination, a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board, at a Board meeting called and held for the purpose of considering such termination, finding on the basis of clear and convincing evidence that, in the good faith opinion of the Board, Optionee is guilty of conduct described in clause (i) or (ii) above and, in either case, specifying the particulars thereof in detail. Such resolution shall be adopted only after (1) reasonable notice of such Board meeting is provided to Optionee, together with written notice that PNC believes that Optionee is guilty of conduct described in clause (i) or (ii) above and, in either case, specifying the particulars thereof in detail, and (2) Optionee is given an opportunity, together with counsel, to be heard before the Board.

(b) “Cause” other than during a Coverage Period. If the termination of Optionee’s employment with the Corporation occurs other than during a Coverage Period, then, for purposes of the Agreement, “Cause” means:

(i) the willful and continued failure of Optionee to substantially perform Optionee’s duties with the Corporation (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Optionee by PNC that specifically identifies the manner in which it is believed that Optionee has not substantially performed Optionee’s duties;

(ii) a material breach by Optionee of (1) any code of conduct of PNC or one of its subsidiaries or (2) other written policy of PNC or a subsidiary, in either case required by law or established to maintain compliance with applicable law;

(iii) any act of fraud, misappropriation, material dishonesty, or embezzlement by Optionee against PNC or one of its subsidiaries or any client or customer of PNC or a subsidiary;

(iv) any conviction (including a plea of guilty or of *nolo contendere*) of Optionee for, or entry by Optionee into a pre-trial disposition with respect to, the commission of a felony; or

(v) entry of any order against Optionee, by any governmental body having regulatory authority with respect to the business of PNC or any of its subsidiaries, that relates to or arises out of Optionee's employment or other service relationship with the Corporation.

The cessation of employment of Optionee will be deemed to have been a termination of Optionee's employment with the Corporation for Cause for purposes of the Agreement only if and when the CEO or his or her designee (or, if Optionee is the CEO, the Board) determines that Optionee is guilty of conduct described in clause (i), (ii) or (iii) above or that an event described in clause (iv) or (v) above has occurred with respect to Optionee and, if so, determines that the termination of Optionee's employment with the Corporation will be deemed to have been for Cause.

A.4 "CEO" means the chief executive officer of PNC.

A.5 "Change in Control" means a change of control of PNC of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Exchange Act, whether or not PNC is then subject to such reporting requirement; *provided, however*, that without limitation, a Change in Control shall be deemed to have occurred if:

(a) any Person, excluding employee benefit plans of the Corporation, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provisions thereto), directly or indirectly, of securities of PNC representing twenty percent (20%) or more of the combined voting power of PNC's then outstanding securities; *provided, however*, that such an acquisition of beneficial ownership representing between twenty percent (20%) and forty percent (40%), inclusive, of such voting power shall not be considered a Change in Control if the Board approves such acquisition either prior to or immediately after its occurrence;

(b) PNC consummates a merger, consolidation, share exchange, division or other reorganization or transaction of PNC (a "Fundamental Transaction") with any other corporation, other than a Fundamental Transaction that results in the voting securities of PNC outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least sixty percent (60%) of the combined voting power immediately after such Fundamental Transaction of (i) PNC's outstanding securities, (ii) the surviving entity's outstanding securities, or (iii) in the case of a division, the outstanding securities of each entity resulting from the division;

(c) the shareholders of PNC approve a plan of complete liquidation or winding-up of PNC or an agreement for the sale or disposition (in one transaction or a series of transactions) of all or substantially all of PNC's assets;

(d) as a result of a proxy contest, individuals who prior to the conclusion thereof constituted the Board (including for this purpose any new director whose election or nomination for election by PNC's shareholders in connection with such proxy contest was approved by a vote of at least two-thirds (2/3rds) of the directors then still in office who were directors prior to such proxy contest) cease to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied);

(e) during any period of twenty-four (24) consecutive months, individuals who at the beginning of such period constituted the Board (including for this purpose any new director whose election or nomination for election by PNC's shareholders was approved by a vote of at least two-thirds (2/3rds) of the directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); or

(f) the Board determines that a Change in Control has occurred.

Notwithstanding anything to the contrary herein, a divestiture or spin-off of a subsidiary or division of PNC or any of its subsidiaries shall not by itself constitute a Change in Control.

A.6 “CIC Failure” means the following:

(a) with respect to a CIC Triggering Event described in Section A.8(a), PNC’s shareholders vote against the transaction approved by the Board or the agreement to consummate the transaction is terminated; or

(b) with respect to a CIC Triggering Event described in Section A.8(b), the proxy contest fails to replace or remove a majority of the members of the Board.

A.7 “CIC Severance Agreement” means the written agreement, if any, between Optionee and PNC providing, among other things, for certain change in control severance benefits.

A.8 “CIC Triggering Event” means the occurrence of either of the following:

(a) the Board or PNC’s shareholders approve a transaction described in Subsection (b) of the definition of Change in Control contained in Section A.5; or

(b) the commencement of a proxy contest in which any Person seeks to replace or remove a majority of the members of the Board.

A.9 “Committee” means the Personnel and Compensation Committee of the Board or such person or persons as may be designated or appointed by that committee as its delegate or designee.

A.10 “Competitive Activity” means, for purposes of the Agreement, any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any of its subsidiaries (1) engaged in business activities similar to some or all of the business activities of PNC or any subsidiary as of Optionee’s Termination Date or (2) engaged in business activities that Optionee knows PNC or any subsidiary intends to enter within the first twelve (12) months after Optionee’s Termination Date or, if later and if applicable, after the date specified in clause (2) of Section A.15(i), in either case whether Optionee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

A.11 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that is a consolidated subsidiary of PNC under generally accepted accounting principles.

A.12 “Corporation” means PNC and its Consolidated Subsidiaries.

A.13 “Coverage Period” means a period (a) commencing on the earlier to occur of (i) the date of a CIC Triggering Event and (ii) the date of a Change in Control and (b) ending on the date that is two (2) years after the date of the Change in Control; *provided, however*, that in the event that a Coverage Period commences on the date of a CIC Triggering Event, such Coverage Period will terminate upon the earlier to occur of (x) the date of a CIC Failure and (y) the date that is two (2) years after the date of the Change in Control triggered by the CIC Triggering Event. After the termination of any Coverage Period, another Coverage Period will commence upon the earlier to occur of clauses (a)(i) and (a)(ii) in the preceding sentence.

A.14 “Covered Shares” means the number of shares of PNC common stock that Optionee has the option to purchase from PNC pursuant to the Option.

A.15 “Detrimental Conduct” means, for purposes of the Agreement:

(i) Optionee has engaged, without the prior written consent of PNC (at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Optionee’s Termination Date and extending through the first (1st) anniversary of the later of (1) Optionee’s Termination Date and, if different, (2) the first date after Optionee’s Termination Date as of which Optionee ceases to be engaged by the Corporation in any capacity for which Optionee receives compensation from the Corporation, including but not limited to acting for compensation as a consultant, independent contractor, employee, officer, director or advisory director;

(ii) a material breach by Optionee of (1) any code of conduct of PNC or one of its subsidiaries or (2) other written policy of PNC or a subsidiary, in either case required by law or established to maintain compliance with applicable law;

(iii) any act of fraud, misappropriation, material dishonesty, or embezzlement by Optionee against PNC or one of its subsidiaries or any client or customer of PNC or a subsidiary;

(iv) any conviction (including a plea of guilty or *nolo contendere*) of Optionee for, or entry by Optionee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Optionee's employment or other service relationship with the Corporation; or

(v) entry of any order against Optionee, by any governmental body having regulatory authority with respect to the business of PNC or any of its subsidiaries, that relates to or arises out of Optionee's employment or other service relationship with the Corporation.

Optionee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the CEO or his or her designee (or, if Optionee is the CEO, the Board) determines that Optionee has engaged in conduct described in clause (i) above, that Optionee is guilty of conduct described in clause (ii) or (iii) above, or that an event described in clause (iv) or (v) above has occurred with respect to Optionee and, if so, determines that Optionee will be deemed to have engaged in Detrimental Conduct.

A.16 "Exchange Act" means the Securities Exchange Act of 1934 as amended and the rules and regulations promulgated thereunder.

A.17 "Exercise Date" means the date (which must be a business day for PNC Bank, National Association) on which PNC receives written notice, in such form as PNC may from time to time prescribe, of the exercise, in whole or in part, of the Option pursuant to the terms of the Agreement, subject to receipt by PNC of full payment of the aggregate Option Price, calculation by PNC of the applicable withholding taxes, and receipt by PNC of payment for any taxes required to be withheld in connection with such exercise as provided in Sections 4.1, 4.2 and 4.3 of the Agreement.

A.18 "Expiration Date."

(a) Expiration Date. Expiration Date means the date on which the Option expires, which will be the tenth (10th) anniversary of the Grant Date unless the Option expires earlier pursuant to any of the provisions set forth in Sections A.18(b) through A.18(d);

provided, however, if there is a Change in Control, then notwithstanding Sections A.18(c) and A.18(d), to the extent that the Option is outstanding and vested or vests at the time the Change in Control occurs, the Option will not expire at the earliest before the close of business on the ninetieth (90th) day after the occurrence of the Change in Control (or the tenth (10th) anniversary of the Grant Date if earlier), *provided that* either (1) Optionee is an employee of the Corporation at the time the Change in Control occurs and Optionee's employment with the Corporation is not terminated for Cause or (2) Optionee is a former employee of the Corporation whose Option, or portion thereof, is outstanding at the time the Change in Control occurs by virtue of the application of one or more of the exceptions set forth in Section A.18(c) and at least one of such exceptions is still applicable at the time the Change in Control occurs.

In no event will the Option remain outstanding beyond the tenth (10th) anniversary of the Grant Date.

(b) Termination for Cause. Upon a termination of Optionee's employment with the Corporation for Cause, unless the Committee determines otherwise, the Option will expire at the close of business on Optionee's Termination Date with respect to all Covered Shares, whether or not vested and whether or not Optionee is eligible to Retire or Optionee's employment also terminates for another reason.

(c) Ceasing to be an Employee other than by Termination for Cause If Optionee ceases to be an employee of the Corporation other than by termination of Optionee's employment for Cause, then unless the Committee determines otherwise, the Option will expire at the close of business on Optionee's Termination Date with respect to all Covered Shares, whether or not vested, except to the extent that the provisions set forth in subsection (1), (2), (3), (4) or (5) of this Section A.18(c) apply to Optionee's circumstances and such applicable subsection specifies a later expiration date for all or a portion of the Option. If more than one of such exceptions is applicable to the Option or a portion thereof, then the Option or such portion of the Option will expire in accordance with the provisions of the subsection that specifies the latest expiration date.

(1) Retirement. If the termination of Optionee's employment with the Corporation meets the definition of Retirement, then the Option will expire on the tenth (10th) anniversary of the Grant Date with respect to any Covered Shares as to which the Option is vested on the Retirement date or thereafter vests pursuant to Section 2.2 of the Agreement.

(2) Death. If Optionee's employment with the Corporation is terminated by reason of Optionee's death, then the Option will expire on the tenth (10th) anniversary of the Grant Date.

(3) Termination during a Coverage Period without Cause or with Good Reason If Optionee's employment with the Corporation is terminated (other than by reason of Optionee's death) during a Coverage Period by the Corporation without Cause or by Optionee with Good Reason, then the Option will expire on the third (3rd) anniversary of such Termination Date (but in no event later than on the tenth (10th) anniversary of the Grant Date).

(4) Total and Permanent Disability. If Optionee's employment is terminated by the Corporation by reason of Total and Permanent Disability, then the Option will expire on the third (3rd) anniversary of such Termination Date (but in no event later than on the tenth (10th) anniversary of the Grant Date).

(5) DEAP or Agreement or Arrangement in lieu of or in addition to DEAP In the event that (a) Optionee's employment with the Corporation is terminated by the Corporation, and Optionee is offered and has entered into the standard Waiver and Release Agreement with PNC or one of its subsidiaries under an applicable PNC or subsidiary Displaced Employee Assistance Plan, or any successor plan by whatever name known ("DEAP"), or Optionee is offered and has entered into a similar waiver and release agreement between PNC or one of its subsidiaries and Optionee pursuant to the terms of an agreement or arrangement entered into by PNC or a subsidiary and Optionee in lieu of or in addition to the DEAP, and (b) Optionee has not revoked such waiver and release agreement, and (c) the time for revocation of such waiver and release agreement by Optionee has lapsed, then the Option will expire at the close of business on the ninetieth (90th) day after Optionee's Termination Date (but in no event later than on the tenth (10th) anniversary of the Grant Date) with respect to any Covered Shares as to which the Option has already become vested; *provided, however*, that if Optionee returns to employment with the Corporation no later than said ninetieth (90th) day, then for purposes of the Agreement, the entire Option, whether vested or unvested, will be treated as if the termination of Optionee's employment with the Corporation had not occurred.

If the vested portion of the Option (or the entire Option if fully vested) will expire on Optionee's Termination Date unless the conditions set forth in this Section A.18(c)(5) are met, then such vested Option or portion thereof will not terminate on the Termination Date, but Optionee will not be able to exercise the Option after such Termination Date unless and until all of the conditions set forth in this Section A.18(c)(5) have been met and the Option will terminate on the ninetieth (90th) day after Optionee's Termination Date (but in no event later than on the tenth (10th) anniversary of the Grant Date).

(d) Detrimental Conduct. If the Option would otherwise remain outstanding after Optionee's Termination Date with respect to any of the Covered Shares pursuant to one or more of the exceptions set forth in the subsections of Section A.18(c), then notwithstanding the provisions of such exception or exceptions, the Option will expire on the date that PNC determines that Optionee has engaged in Detrimental Conduct, if earlier than the date on which the Option would otherwise expire; *provided, however*, that:

(1) no determination that Optionee has engaged in Detrimental Conduct may be made on or after the date of Optionee's death, and Detrimental Conduct will not apply to conduct by or activities of beneficiaries or other successors to the Option in the event of Optionee's death;

(2) in the event that Optionee's employment with the Corporation is terminated (other than by reason of Optionee's death) during a Coverage Period by the Corporation without Cause or by Optionee with Good Reason, whether or not another exception is applicable, no determination that Optionee has engaged in Detrimental Conduct for purposes of the Agreement may be made on or after such Termination Date; and

(3) no determination that Optionee has engaged in Detrimental Conduct may be made after the occurrence of a Change in Control.

A.19 "Fair Market Value" as it relates to a share of PNC common stock as of any given date means the average of the reported high and low trading prices on the New York Stock Exchange (or such successor reporting system as PNC may select) for a share of PNC common stock on such date, or, if no PNC common stock trades have been reported on such exchange for that day, the average of such prices on the next preceding day and the next following day for which there were reported trades.

A.20 "GAAP" or "generally accepted accounting principles" means accounting principles generally accepted in the United States of America.

A.21 "Good Reason" means:

(a) the assignment to Optionee of any duties inconsistent in any respect with Optionee's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities immediately prior to either the CIC Triggering Event or the Change in Control, or any other action by the Corporation that results in a diminution in any respect in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith that is remedied by the Corporation promptly after receipt of notice thereof given by Optionee;

(b) a reduction by the Corporation in Optionee's annual base salary as in effect on the Grant Date, as the same may be increased from time to time;

(c) the Corporation's requiring Optionee to be based at any office or location that is more than fifty (50) miles from Optionee's office or location immediately prior to either the CIC Triggering Event or the Change in Control;

(d) the failure by the Corporation (i) to continue in effect any bonus, stock option or other cash or equity-based incentive plan in which Optionee participates immediately prior to either the CIC Triggering Event or the Change in Control that is material to Optionee's total compensation, unless a substantially equivalent arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or (ii) to continue Optionee's participation in such plan (or in such substitute or alternative plan) on a basis at least as favorable, both in terms of the amount of benefits provided and the level of Optionee's participation relative to other participants, as existed immediately prior to the CIC Triggering Event or the Change in Control; or

(e) the failure by the Corporation to continue to provide Optionee with benefits substantially similar to those received by Optionee under any of the Corporation's pension (including, but not limited to, tax-qualified plans), life insurance, health, accident, disability or other welfare plans in which Optionee was participating, at costs substantially similar to those paid by Optionee, immediately prior to the CIC Triggering Event or the Change in Control.

A.22 "Grant Date" means the date set forth as the Grant Date on page 1 of the Agreement and is the date as of which the Option is authorized to be granted by the Committee in accordance with the Plan.

A.23 "Internal Revenue Code" means the Internal Revenue Code of 1986 as amended and the rules and regulations promulgated thereunder.

A.24 "Option" means the option to purchase shares of PNC common stock granted to Optionee under the Plan in Section 1 of the Agreement in accordance with the terms of Article 6 of the Plan.

A.25 "Option Period" means the period during which the Option may be exercised, as set forth in Section 2.2 of the Agreement.

A.26 "Option Price" means the dollar amount per share of PNC common stock at which the Option may be exercised. The Option Price is set forth on page 1 of the Agreement.

A.27 "Optionee" means the person to whom the Option is granted and is identified as Optionee on page 1 of the Agreement.

A.28 "Person" has the meaning given in Section 3(a)(9) of the Exchange Act and also includes any syndicate or group deemed to be a person under Section 13(d)(3) of the Exchange Act.

A.29 "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan.

A.30 "PNC" means The PNC Financial Services Group, Inc.

A.31 "Retire" or "Retirement" means termination of Optionee's employment with the Corporation (a) at any time on or after the first day of the first month coincident with or next following the date on which Optionee attains age fifty-five (55) and completes five (5) years of service (as determined in the same manner as the determination of five years of Vesting Service under the provisions of The PNC Financial Services Group, Inc. Pension Plan) with the Corporation and (b) for a reason other than termination by reason of Optionee's death or by the Corporation for Cause or, unless the Committee determines otherwise, termination in connection with a divestiture of assets or of one or more subsidiaries.

A.32 "Retiree" means an Optionee who has Retired.

A.33 "SEC" means the U.S. Securities and Exchange Commission.

A.34 "Share" means a share of authorized but unissued PNC common stock or a reacquired share of PNC common stock, including shares purchased by PNC on the open market for purposes of the Plan or otherwise.

A.35 "Termination Date" means Optionee's last date of employment with the Corporation. If Optionee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under generally accepted accounting principles and Optionee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Optionee's employment with the Corporation terminates effective at the time this occurs.

A.36 "Total and Permanent Disability" means, unless the Committee determines otherwise, Optionee's disability as determined to be total and permanent by the Corporation for purposes of the Agreement.

**FORM OF ANNUAL LONG-TERM INCENTIVE AWARD PROGRAM
RESTRICTED STOCK GRANT**

200__ Long-Term Incentive Award Program Grant
Continued Employment Performance Goal
Restricted Period: Three Years (100%)

THE PNC FINANCIAL SERVICES GROUP, INC.
2006 INCENTIVE AWARD PLAN
* * *
200__ LONG-TERM INCENTIVE AWARD PROGRAM
* * *
RESTRICTED STOCK AGREEMENT
* * *

GRANTEE: < name >
GRANT DATE: _____, 200__
SHARES: < number of whole shares >

1. Definitions. Certain terms used in this Restricted Stock Agreement (the "Agreement") are defined in Annex A (which is incorporated herein as part of the Agreement) or elsewhere in the Agreement, and such definitions will apply except where the context otherwise indicates.

In the Agreement, "PNC" means The PNC Financial Services Group, Inc. and "Corporation" means PNC and its Consolidated Subsidiaries.

2. Grant of Restricted Shares. Pursuant to The PNC Financial Services Group, Inc. 2006 Incentive Award Plan (the "Plan"), and subject to the terms and conditions of the Agreement, PNC hereby grants to the Grantee named above ("Grantee") a Restricted Shares Award of the number of shares of PNC common stock set forth above, and, upon acceptance of the Grant by Grantee in accordance with Section 17, will cause the issuance of said shares to Grantee subject to the terms and conditions of the Agreement and the Plan.

The shares granted and issued to Grantee hereby as a Restricted Shares Award subject to the restrictions set forth in and the terms and conditions of the Agreement and the Plan are hereafter referred to as the "Restricted Shares."

3. Terms of Grant. The Grant is subject to the following terms and conditions.

Restricted Shares will be subject to a Restricted Period as provided in Section A.26 of Annex A. Once issued in accordance with Section 17, Restricted Shares will be deposited with PNC or its designee, or credited to a book-entry account, during the term of the Restricted Period unless and until forfeited pursuant to the terms of the Agreement.

Any certificate or certificates representing such Restricted Shares will contain the following legend:

"This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in The PNC Financial Services Group, Inc. 2006 Incentive Award Plan and an Agreement entered into between the registered owner and The PNC Financial Services Group, Inc. Release from such terms and conditions will be made only in accordance with the provisions of such Plan and such Agreement, a copy of each of which is on file in the office of the Corporate Secretary of The PNC Financial Services Group, Inc."

Where a book-entry system is used with respect to the issuance of Restricted Shares, appropriate notation of such forfeiture possibility and transfer restrictions will be made on the system with respect to the account or accounts to which the Restricted Shares are credited.

Restricted Shares deposited with PNC or its designee during the term of the Restricted Period that become Awarded Shares as provided in Section A.2 of Annex A will be released and reissued to, or at the proper direction of, Grantee or Grantee's legal representative pursuant to Section 9 as soon as administratively practicable following the end of the Restricted Period.

4. Rights as Shareholder. Except as provided in Section 6 and subject to Section 7.6(c), if applicable, and to Section 17, Grantee will have all the rights and privileges of a shareholder with respect to the Restricted Shares including, but not limited to, the right to vote the Restricted Shares and the right to receive dividends thereon if and when declared by the Board; provided, however, that all such rights and privileges will cease immediately upon any forfeiture of such shares.

5. Capital Adjustments. Restricted Shares awarded hereunder will, as issued and outstanding shares of PNC common stock, be subject to such adjustment as may be necessary to reflect corporate transactions, including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC; provided, however, that any shares received as distributions on or in exchange for Unvested Shares will be subject to the terms and conditions of the Agreement as if they were Restricted Shares.

6. Prohibitions Against Sale, Assignment, etc. Unvested Shares may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered, other than by will or the laws of descent and distribution or as may be required pursuant to Section 10.2, unless and until the Restricted Period terminates and the Awarded Shares are released and reissued by PNC pursuant to Section 9.

7. Forfeiture: Death: Qualifying Disability or Retirement Termination: Termination in Anticipation of Change in Control: Other Terminations

7.1 Forfeiture on Termination of Employment. Except as otherwise provided in and subject to the conditions of Section 7.3, Section 7.4(a), Section 7.5(a), Section 7.6(a), Section 7.6(b), Section 7.7, or Section 8, if applicable, in the event that Grantee's employment with the Corporation terminates prior to the third (3rd) anniversary of the Grant Date, all Restricted Shares that are Unvested Shares on Grantee's Termination Date will be forfeited by Grantee to PNC without payment of any consideration by PNC.

Upon forfeiture of Unvested Shares pursuant to the provisions of this Section 7.1 or the provisions of Section 7.2, Section 7.4(b), Section 7.5(b), or Section 7.6(d), neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in such Unvested Shares or any certificate or certificates representing such Unvested Shares.

7.2 Forfeiture for Detrimental Conduct. Unvested Shares that would otherwise remain outstanding after Grantee's Termination Date, if any, will be forfeited by Grantee to PNC without payment of any consideration by PNC in the event that, at any time prior to the date such shares become Awarded Shares, PNC determines that Grantee has engaged in Detrimental Conduct; provided, however, that: (a) this Section 7.2 will not apply to Restricted Shares that remain outstanding after Grantee's Termination Date pursuant to Section 7.3 or Section 7.6, if any; (b) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death; (c) Detrimental Conduct will not apply to conduct by or activities of successors to the Restricted Shares by will or the laws of descent and distribution in the event of Grantee's death; and (d) Detrimental Conduct will cease to apply to any Restricted Shares upon a Change in Control.

7.3 Death. In the event of Grantee's death while an employee of the Corporation and prior to the third (3^d) anniversary of the Grant Date, the Three-Year Continued Employment Performance Goal will be deemed to have been achieved, and the Restricted Period with respect to all then outstanding Unvested Shares, if any, will terminate on the date of Grantee's death.

The Restricted Shares which thereby become Awarded Shares will be released and reissued by PNC to, or at the proper direction of, Grantee's legal representative pursuant to Section 9 as soon as administratively practicable following such date.

7.4 Qualifying Disability Termination

(a) In the event Grantee's employment with the Corporation is terminated prior to the third (3rd) anniversary of the Grant Date by the Corporation by reason of Grantee's Total and Permanent Disability, Unvested Shares will not be automatically forfeited on Grantee's Termination Date. Instead, Unvested Shares will, subject to the forfeiture provisions of Section 7.2 and Section 7.4(b), remain outstanding pending and subject to affirmative approval of the vesting of the Restricted Shares pursuant to this Section 7.4(a) by the Designated Person specified in Section A.14 of Annex A.

If such Unvested Shares are still outstanding but the Designated Person has not made a specific determination to either approve or disapprove the vesting of the Unvested Shares by the day immediately preceding the third (3rd) anniversary of the Grant Date, then the Restricted Period will be automatically extended through the first to occur of: (1) the day the Designated Person makes a specific determination regarding such vesting; and (2) either (i) the ninetieth (90th) day following the third (3rd) anniversary of the Grant Date, if the Designated Person is the Chief Human Resources Officer of PNC, or (ii) the 180th day following such anniversary date if the Designated Person is the Personnel and Compensation Committee of the Board, whichever is applicable.

If the vesting of the then outstanding Unvested Shares is affirmatively approved by the Designated Person on or prior to the last day of the Restricted Period, including any extension of the Restricted Period, if applicable, then the Three-Year Continued Employment Performance Goal will be deemed to have been achieved, and the Restricted Period with respect to all then outstanding Unvested Shares, if any, will terminate as of the end of the day on the date of such approval or the day immediately preceding the third (3rd) anniversary of the Grant Date, whichever is later. The Restricted Shares outstanding at the termination of the Restricted Period will become Awarded Shares and will be released and reissued by PNC pursuant to Section 9.

(b) If the Designated Person disapproves the vesting of the Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC on such disapproval date without payment of any consideration by PNC.

If by the end of the Restricted Period, including any extension of the Restricted Period pursuant to the second paragraph of Section 7.4(a), if applicable, the Designated Person has neither affirmatively approved nor specifically disapproved the vesting of the Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC at the close of business on the last day of the Restricted Period without payment of any consideration by PNC.

7.5 Qualifying Retirement

(a) In the event that Grantee Retires on or after the first (1st) anniversary of the Grant Date but prior to the third (3rd) anniversary of the Grant Date, Unvested Shares will not be automatically forfeited on Grantee's Termination Date. Instead, Unvested Shares will, subject to the forfeiture provisions of Section 7.2 and Section 7.5(b), remain outstanding pending and subject to affirmative approval of the vesting of the Restricted Shares pursuant to this Section 7.5(a) by the Designated Person specified in Section A.14 of Annex A.

If such Unvested Shares are still outstanding but the Designated Person has not made a specific determination to either approve or disapprove the vesting of the Unvested Shares by the day immediately preceding the third (3rd) anniversary of the Grant Date, then the Restricted Period will be automatically extended through the first to occur of: (1) the day the Designated Person makes a specific determination regarding such vesting; and (2) either (i) the ninetieth (90th) day following the third (3rd) anniversary of the Grant Date, if the Designated Person is the Chief Human Resources Officer of PNC, or (ii) the 180th day following such anniversary date if the Designated Person is the Personnel and Compensation Committee of the Board, whichever is applicable.

If the vesting of the then outstanding Unvested Shares is affirmatively approved by the Designated Person on or prior to the last day of the Restricted Period, including any extension of the Restricted Period, if applicable, then the Three-Year Continued Employment Performance Goal will be deemed to have been achieved, and the Restricted Period with respect to all then outstanding Unvested Shares, if any, will terminate as of the end of the day on the date of such approval or the day immediately preceding the third (3rd) anniversary of the Grant Date, whichever is later. The Restricted Shares outstanding at the termination of the Restricted Period will become Awarded Shares and will be released and reissued by PNC pursuant to Section 9.

(b) If the Designated Person disapproves the vesting of the Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC on such disapproval date without payment of any consideration by PNC.

If by the end of the Restricted Period, including any extension of the Restricted Period pursuant to the second paragraph of Section 7.5(a), if applicable, the Designated Person has neither affirmatively approved nor specifically disapproved the vesting of the Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC at the close of business on the last day of the Restricted Period without payment of any consideration by PNC.

7.6 Termination in Anticipation of a Change in Control.

(a) Notwithstanding anything in the Agreement to the contrary, if, after the occurrence of a CIC Triggering Event but prior to the occurrence of a CIC Failure or of the Change in Control triggered by the CIC Triggering Event and prior to the third (3rd) anniversary of the Grant Date, Grantee's employment is terminated (other than by reason of Grantee's death) by the Corporation without Cause or by Grantee for Good Reason, or if Grantee's employment is deemed to have been so terminated pursuant to Section 7.6(b), then: (i) the Three-Year Continued Employment Performance Goal will be deemed to have been achieved and the Restricted Period with respect to any then outstanding Unvested Shares will terminate as of the end of the day on the day immediately preceding Grantee's Termination Date (or, in the case of a qualifying termination pursuant to Section 7.6(b), the date all of the conditions set forth in clauses (i), (ii) and (iii) of the first or second paragraph, as the case may be, of Section 7.6(b) are met); and (ii) all Restricted Shares that thereby become Awarded Shares will be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such date.

(b) Grantee's employment will also be deemed to have been terminated by the Corporation without Cause after the occurrence of a CIC Triggering Event but prior to the occurrence of a CIC Failure or of the Change in Control triggered by the CIC Triggering Event for purposes of Section 7.6(a) if: (i) Grantee's employment is terminated by the Corporation without Cause; (ii) such termination of employment (a) was at the request of a third party that has taken steps reasonably calculated to effect a Change in Control or (b) otherwise arose in anticipation of a Change in Control; and (iii) a CIC Triggering Event or a Change in Control occurs within three (3) months of such termination of employment.

Grantee's employment will also be deemed to have been terminated by Grantee for Good Reason after the occurrence of a CIC Triggering Event but prior to a CIC Failure for purposes of Section 7.6(a) if: (i) Grantee terminates Grantee's employment with Good Reason; (ii) the circumstance or event that constitutes Good Reason (a) occurs at the request of a third party that has taken steps reasonably calculated to effect a Change in Control or (b) otherwise arose in anticipation of a Change in Control; and (iii) a CIC Triggering Event or a Change in Control occurs within three (3) months of such termination of employment.

For purposes of this Section 7.6(b) only, Grantee will have the burden of proving that the requirements of clause (ii) of the first or second paragraph of this Section 7.6(b), as the case may be, have been met and the standard of proof to be met by Grantee will be clear and convincing evidence.

For purposes of this Section 7.6(b) only, the definition of Change in Control in Section A.6 of Annex A will exclude the proviso in Section A.6(a).

(c) If the Unvested Shares will be forfeited by Grantee to PNC by reason of Grantee's termination of employment with the Corporation pursuant to Section 7.1 unless all of the conditions set forth in clauses (i), (ii) and (iii) of the first or second paragraph, as the case may be, of Section 7.6(b) are met, then in the event that the record date for any dividend payable with respect to the Unvested Shares occurs on or after Grantee's Termination Date but prior to the time all of the conditions set forth in clauses (i), (ii) and (iii) of the first or second paragraph, as the case may be, of Section 7.6(b) have been met, such dividend will be held, without interest, pending and subject to satisfaction of all of such conditions. In the event that one or more of the conditions of Section 7.6(b) are not met, any dividend being held pending and subject to satisfaction of such conditions will be forfeited by Grantee to PNC without payment of any consideration by PNC.

(d) If the Unvested Shares will be forfeited by Grantee to PNC by reason of Grantee's termination of employment with the Corporation pursuant to Section 7.1 unless all of the conditions set forth in clauses (i), (ii) and (iii) of the first or second paragraph, as the case may be, of Section 7.6(b) are met, then the Restricted Shares will remain outstanding pending and subject to satisfaction of all of those conditions. Upon the failure of any required condition, all such Unvested Shares will be forfeited by Grantee to PNC on the date such failure occurs without payment of any consideration by PNC.

7.7 Other Terminations. In the event that Grantee's employment with the Corporation will terminate prior to the third (3^d) anniversary of the Grant Date, the Committee or its delegate may determine, in their sole discretion, with respect to some or all of the Unvested Shares outstanding as of the day prior to Grantee's Termination Date, that (i) the Three-Year Continued Employment Performance Goal will be deemed to have been achieved and (ii) the Restricted Period with respect to such shares will terminate as of the end of the day on the day immediately preceding Grantee's Termination Date, in which case such shares will become Awarded Shares as provided in Section A.2 of Annex A prior to Grantee's termination of employment and will be released and reissued by PNC pursuant to Section 9.

In the alternative, if Grantee's employment with the Corporation will terminate prior to the third (3^d) anniversary of the Grant Date and Grantee's Unvested Shares, if any, will be forfeited as of Grantee's Termination Date pursuant to Section 7.1, the Committee or its delegate may, in their sole discretion, determine that Grantee will receive, prior to termination of employment, a grant of a number of Share Units or Restricted Share Units ("Units") equal to all or a portion of the number of Unvested Shares that will be forfeited on Grantee's Termination Date, such Units to be granted upon such terms and conditions as the Committee or its delegate may provide in the written agreement for such grant; provided, however, that any payment to be made by PNC upon satisfaction of the conditions set forth in the agreement for such Units will be made solely in cash.

Upon the determination of the Committee or its delegate in their discretion that Grantee will be entitled to a grant of Units pursuant to this Section 7.7, such grant will automatically become effective as of the day immediately prior to Grantee's Termination Date, subject to execution by both parties of the Share Unit or Restricted Share Unit agreement for such grant, as applicable, and provided that in no event will the number of Units so granted exceed the number of Unvested Shares that are forfeited by Grantee.

This provision for the grant of Share Units or Restricted Share Units upon such determination by the Committee or its delegate is considered a feature of the Grant of the Restricted Shares, and the determination to make such a grant of Units will be considered an exercise of this feature of the Grant.

8. Change in Control. Notwithstanding anything in the Agreement to the contrary, upon the occurrence of a Change in Control: (i) if Grantee is an employee of the Corporation as of the day immediately preceding the Change in Control, the Three-Year Continued Employment Performance Goal will be deemed to have been achieved and the Restricted Period will terminate with respect to all then outstanding Unvested Shares, if any, as of the day immediately preceding the Change in Control; (ii) if Grantee's employment with the Corporation terminated prior to the occurrence of the Change in Control but the Unvested Shares remained outstanding after such termination of employment pursuant to Section 7.4 or Section 7.5 and are still outstanding pending and subject to affirmative approval of the vesting of such shares by the Designated Person specified in Section A.14 of Annex A, then with respect to all Unvested Shares outstanding as of the day immediately preceding the Change in Control, such affirmative vesting approval will be deemed to have been given, the Three-Year Continued Employment Performance Goal will be deemed to have been achieved, and the Restricted Period will terminate, all as of the day immediately preceding the Change in Control; and (iii) all Restricted Shares that thereby become Awarded Shares will be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such date.

9. Termination of Prohibitions. Following termination of the Restricted Period, PNC will release and issue or reissue the then outstanding whole Restricted Shares that have become Awarded Shares without the legend referred to in Section 3.

Upon release and issuance of shares that have become Awarded Shares, PNC or its designee will deliver such whole shares to, or at the proper direction of, Grantee or Grantee's legal representative.

10. Payment of Taxes.

10.1 Internal Revenue Code Section 83(b) Election In the event that Grantee makes an Internal Revenue Code Section 83(b) election with respect to the Restricted Shares, Grantee shall satisfy all then applicable federal, state or local withholding tax obligations arising from that election (a) by payment of cash or (b) if and to the extent then permitted by PNC and subject to such terms and conditions as PNC may from time to time establish, by physical delivery to PNC of certificates for whole shares of PNC common stock that are not subject to any contractual restriction, pledge or other encumbrance and that have been owned by Grantee for at least six (6) months and, in the case of restricted stock, for which it has been at least six (6) months since the restrictions lapsed, or by a combination of cash and such stock. Any such tax election shall be made pursuant to a form to be provided to Grantee by PNC on request. For purposes of this Section 10.1, shares of PNC common stock that are used to satisfy applicable withholding tax obligations will be valued at their Fair Market Value on the date the tax withholding obligation arises. Grantee will provide to PNC a copy of any Internal Revenue Code Section 83(b) election filed by Grantee with respect to the Restricted Shares not later than ten (10) days after the filing of such election.

10.2 Other Tax Liabilities. Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time the tax withholding obligation arises, retain sufficient whole shares of PNC common stock from the shares granted pursuant to the Agreement to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection with the Restricted Shares. For purposes of this Section 10.2, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value on the date the tax withholding obligation arises.

PNC will not retain more than the number of shares sufficient to satisfy the minimum amount of taxes then required to be withheld in connection with the Restricted Shares. If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding either: (a) by payment of cash; or (b) if and to the extent then permitted by PNC and subject to such terms and conditions as PNC may from time to time establish, using whole shares of PNC common stock (either by physical delivery to PNC of certificates for the shares or through PNC's share attestation procedure) that are not subject to any contractual restriction, pledge or other encumbrance and that have been owned by Grantee for at least six (6) months and, in the case of restricted stock, for which it has been at least six (6) months since the restrictions lapsed. Any such tax election shall be made pursuant to a form provided by PNC. Shares of PNC common stock that are used for this purpose will be valued at their Fair Market Value on the date the tax withholding obligation arises. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection with the Restricted Shares, no additional withholding may be made.

11. Employment. Neither the granting and issuance of the Restricted Shares nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

12. Subject to the Plan and the Committee. In all respects the Grant and the Agreement are subject to the terms and conditions of the Plan, which has been made available to Grantee and is incorporated herein by reference; provided, however, the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. Further, the Grant and the Agreement are subject to any interpretation of, and any rules and regulations issued by, the Committee or its delegate or under the authority of the Committee, whether made or issued before or after the Grant Date.

13. Headings; Entire Agreement. Headings used in the Agreement are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement. The Agreement constitutes the entire agreement between Grantee and PNC and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties with respect to the subject matter hereof.

14. Grantee Covenants.

14.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 14 and 15 by virtue of receiving this grant of Restricted Shares (regardless of whether such shares ultimately become Awarded Shares); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

14.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 14.2 while employed by the Corporation and for a period of twelve (12) months after Grantee's Termination Date regardless of the reason for such termination of employment.

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

(b) No-Hire. Grantee shall not, directly or indirectly, either for Grantee's own benefit or purpose or for the benefit or purpose of any Person other than PNC or any of its subsidiaries, employ or offer to employ, call on, or actively interfere with PNC's or any subsidiary's relationship with, or attempt to divert or entice away, any employee of PNC or any of its subsidiaries, nor shall Grantee assist any other Person in such activities.

Notwithstanding the above, if Grantee's employment with the Corporation is terminated by the Corporation without Cause or by Grantee with Good Reason and such Termination Date occurs during a Coverage Period (either as Coverage Period is defined in Section A.13 of Annex A or, if Grantee was a party to a written agreement between Grantee and PNC providing, among other things, for certain change in control severance benefits (a "CIC Severance Agreement") that was in effect at the time of such termination of employment, as Coverage Period is defined in such CIC Severance Agreement, if longer), then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 14.2 will no longer apply and will be replaced with the following subsection (c):

(c) No-Hire. Grantee agrees that Grantee shall not, for a period of twelve (12) months after the Termination Date, employ or offer to employ, solicit, actively interfere with PNC's or any PNC affiliate's relationship with, or attempt to divert or entice away, any officer of PNC or any PNC affiliate.

14.3 Confidentiality. During Grantee's employment with the Corporation, and thereafter regardless of the reason for termination of such employment, Grantee will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which is the exclusive and valuable property of the Corporation whether or not conceived of or prepared by Grantee, other than (a) information generally known in the Corporation's industry or acquired from public sources, (b) as required in the course of employment by the Corporation, (c) as required by any court, supervisory authority, administrative agency or applicable law, or (d) with the prior written consent of PNC.

14.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of

Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 14.4 shall be performed by Grantee without further compensation and will continue beyond the Termination Date.

15. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

15.2 Equitable Remedies. A breach of the provisions of any of Sections 14.2, 14.3 or 14.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

15.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 14.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

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

15.5 Severability. The restrictions and obligations imposed by Sections 14.2, 14.3 and 14.4 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon Grantee.

15.6 Reform. In the event any of Sections 14.2, 14.3 and 14.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

15.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 14.2, 14.3 and 14.4.

15.8 Applicable Law. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries. Further, to the extent, if any, applicable to Grantee, Grantee agrees to reimburse PNC for any amounts Grantee may be required to reimburse PNC or its subsidiaries pursuant to Section 304 of the Sarbanes-Oxley Act of 2002, and agrees that PNC need not comply with any term, covenant or condition of the Agreement to the extent that doing so would require that Grantee reimburse PNC or its subsidiaries for such amounts pursuant to Section 304 of the Sarbanes-Oxley Act of 2002.

16. Compliance with Internal Revenue Code Section 409A To the extent that any of the terms or provisions of the Agreement or of the Grant may result in the application of Section 409A of the Internal Revenue Code to this Grant, PNC may, without the consent of Grantee, modify the Agreement and the Grant to the extent and in the manner PNC deems necessary or advisable in order to allow the Grant to be excluded from the definition of "deferred

compensation” within the meaning of such Section 409A or in order to comply with the provisions of Section 409A, other applicable provision(s) of the Internal Revenue Code, and/or any rules, regulations or other regulatory guidance issued under such statutory provisions.

17. Acceptance of Grant; PNC Right to Cancel. If Grantee does not accept the Grant by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms thereof in any way, within thirty (30) days of receipt by Grantee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the Grant at any time prior to Grantee’s delivery to PNC of a copy of the Agreement executed by Grantee. Otherwise, upon execution and delivery of the Agreement by both PNC and Grantee and, in the event that Grantee is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities, the filing with and acceptance by the SEC of a Form 4 reporting the Grant, the Agreement is effective.

Grantee will not have any of the rights of a shareholder with respect to the Restricted Shares as set forth in Section 4, and will not have the right to vote or to receive dividends on such shares, until the date the Agreement is effective and the Restricted Shares are issued in accordance with this Section 17.

In the event that one or more record dates for dividends on PNC common stock occur after the Grant Date but before the date the Agreement is effective in accordance with this Section 17 and the Restricted Shares are issued, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equivalent to the amount of the dividends Grantee would have received had the Agreement been effective and the Restricted Shares had been issued on the Grant Date.

IN WITNESS WHEREOF, PNC has caused the Agreement to be signed on its behalf as of the Grant Date.

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

ANNEX A
CERTAIN DEFINITIONS

* * *

A.1 “Agreement” means the Restricted Stock Agreement between PNC and Grantee evidencing the Grant of the Restricted Shares Award to Grantee pursuant to the Plan.

A.2 “Awarded Shares.” Provided that the Restricted Shares are then outstanding, Restricted Shares become “Awarded Shares” when both of the following have occurred: (a) the Three-Year Continued Employment Performance Goal has been achieved or is *deemed* to have been achieved pursuant to the terms of the Agreement; and (b) the Restricted Period has terminated.

A.3 “Board” means the Board of Directors of PNC.

A.4 “Cause” means:

(a) the willful and continued failure of Grantee to substantially perform Grantee’s duties with the Corporation (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Grantee by the Board or the CEO which specifically identifies the manner in which the Board or the CEO believes that Grantee has not substantially performed Grantee’s duties; or

(b) the willful engaging by Grantee in illegal conduct or gross misconduct that is materially and demonstrably injurious to PNC or any of its subsidiaries.

For purposes of the preceding clauses (a) and (b), no act or failure to act, on the part of Grantee, shall be considered willful unless it is done, or omitted to be done, by Grantee in bad faith and without reasonable belief that Grantee’s action or omission was in the best interests of the Corporation. Any act, or failure to act, based upon the instructions or prior approval of the Board, the CEO or Grantee’s superior or based upon the advice of counsel for the Corporation, shall be conclusively presumed to be done, or omitted to be done, by Grantee in good faith and in the best interests of the Corporation.

The cessation of employment of Grantee will be *deemed* to be a termination of Grantee’s employment with the Corporation for Cause for purposes of the Agreement only if and when there shall have been delivered to Grantee, as part of the notice of Grantee’s termination, a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board, at a Board meeting called and held for the purpose of considering such termination, finding on the basis of clear and convincing evidence that, in the good faith opinion of the Board, Grantee is guilty of conduct described in clause (a) or clause (b) above and, in either case, specifying the particulars thereof in detail. Such resolution shall be adopted only after (i) reasonable notice of such Board meeting is provided to Grantee, together with written notice that PNC believes that Grantee is guilty of conduct described in clause (a) or clause (b) above and, in either case, specifying the particulars thereof in detail, and (ii) Grantee is given an opportunity, together with counsel, to be heard before the Board.

A.5 “CEO” means the chief executive officer of PNC.

A.6 “Change in Control” means a change of control of PNC of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Exchange Act, whether or not PNC is then subject to such reporting requirement; *provided, however*, that without limitation, a Change in Control will be *deemed* to have occurred if:

(a) any Person, excluding employee benefits plans of the Corporation, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provisions thereto), directly or indirectly, of securities of PNC representing twenty percent (20%) or more of the combined voting power of PNC’s then outstanding securities; *provided, however*, that such an acquisition of beneficial ownership representing between twenty percent (20%) and forty percent (40%), inclusive, of such voting power will not be considered a Change in Control if the Board approves such acquisition either prior to or immediately after its occurrence;

(b) PNC consummates a merger, consolidation, share exchange, division or other reorganization or transaction of PNC (a "Fundamental Transaction") with any other corporation, other than a Fundamental Transaction that results in the voting securities of PNC outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least sixty percent (60%) of the combined voting power immediately after such Fundamental Transaction of (i) PNC's outstanding securities, (ii) the surviving entity's outstanding securities, or (iii) in the case of a division, the outstanding securities of each entity resulting from the division;

(c) the shareholders of PNC approve a plan of complete liquidation or winding-up of PNC or an agreement for the sale or disposition (in one transaction or a series of transactions) of all or substantially all of PNC's assets;

(d) as a result of a proxy contest, individuals who prior to the conclusion thereof constituted the Board (including for this purpose any new director whose election or nomination for election by PNC's shareholders in connection with such proxy contest was approved by a vote of at least two-thirds (2/3rds) of the directors then still in office who were directors prior to such proxy contest) cease to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied);

(e) during any period of twenty-four (24) consecutive months, individuals who at the beginning of such period constituted the Board (including for this purpose any new director whose election or nomination for election by PNC's shareholders was approved by a vote of at least two-thirds (2/3rds) of the directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); or

(f) the Board determines that a Change in Control has occurred.

Notwithstanding anything to the contrary herein, a divestiture or spin-off of a subsidiary or division of PNC or any of its subsidiaries will not by itself constitute a Change in Control.

A.7 "CIC Failure" means the following:

(a) with respect to a CIC Triggering Event described in Section A.8(a), PNC's shareholders vote against the transaction approved by the Board or the agreement to consummate the transaction is terminated; or

(b) with respect to a CIC Triggering Event described in Section A.8(b), the proxy contest fails to replace or remove a majority of the members of the Board.

A.8 "CIC Triggering Event" means the occurrence of either of the following:

(a) the Board or PNC's shareholders approve a transaction described in Subsection (b) of the definition of Change in Control contained in Section A.6; or

(b) the commencement of a proxy contest in which any Person seeks to replace or remove a majority of the members of the Board.

A.9 "Committee" means the Personnel and Compensation Committee of the Board or such person or persons as may be designated or appointed by that committee as its delegate or designee.

A.10 "Competitive Activity" means, for purposes of the Agreement, any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any of its subsidiaries (a) engaged in business activities similar to some or all of the business activities of PNC or any subsidiary as of Grantee's Termination Date or (b) engaged in business activities which Grantee knows PNC or any subsidiary intends to enter within the first twelve (12) months after Grantee's Termination Date or, if later and if applicable, after the date specified in clause (ii) of Section A.15(a), in either case whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

A.11 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that is a consolidated subsidiary of PNC under generally accepted accounting principles.

A.12 “Corporation” means PNC and its Consolidated Subsidiaries.

A.13 “Coverage Period” means a period (a) commencing on the earlier to occur of (i) the date of a CIC Triggering Event and (ii) the date of a Change in Control and (b) ending on the date that is three (3) years after the date of the Change in Control; *provided, however*, that in the event that a Coverage Period commences on the date of a CIC Triggering Event, such Coverage Period will terminate upon the earlier to occur of (x) the date of a CIC Failure and (y) the date that is three (3) years after the date of the Change in Control triggered by the CIC Triggering Event. After the termination of any Coverage Period, another Coverage Period will commence upon the earlier to occur of clause (a)(i) and clause (a)(ii) in the preceding sentence.

A.14 “Designated Person” will be either: (a) the Personnel and Compensation Committee of the Board, if Grantee is a member of the Corporate Executive Group (or equivalent successor classification) or is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities; or (b) the Chief Human Resources Officer of PNC, if Grantee is not within one of the groups specified in Section A.14(a).

A.15 “Detrimental Conduct” means, for purposes of the Agreement:

(a) Grantee has engaged, without the prior written consent of PNC (at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Grantee’s Termination Date and extending through the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to be engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as a consultant, independent contractor, employee, officer, director or advisory director;

(b) a material breach by Grantee of (i) any code of conduct of PNC or one of its subsidiaries or (ii) other written policy of PNC or a subsidiary, in either case required by law or established to maintain compliance with applicable law;

(c) any act of fraud, misappropriation, material dishonesty, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or a subsidiary;

(d) any conviction (including a plea of guilty or *of nolo contendere*) of Grantee for, or entry by Grantee into a pre-trial disposition with respect to, the commission of a felony which relates to or arises out of Grantee’s employment or other service relationship with the Corporation; or

(e) entry of any order against Grantee by any governmental body having regulatory authority with respect to the business of PNC or any of its subsidiaries, which order relates to or arises out of Grantee’s employment or other service relationship with the Corporation.

Grantee will be *deemed* to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the CEO or his or her designee (or, if Grantee is the CEO, the Personnel and Compensation Committee of the Board or the Board) determines that Grantee has engaged in conduct described in clause (a) above, that Grantee is guilty of conduct described in clause (b) or clause (c) above, or that an event described in clause (d) or clause (e) above has occurred with respect to Grantee and, if so, determines that Grantee will be *deemed* to have engaged in Detrimental Conduct.

A.16 “Exchange Act” means the Securities Exchange Act of 1934 as amended and the rules and regulations promulgated thereunder.

A.17 “Fair Market Value” as it relates to a share of PNC common stock as of any given day means the average of the reported high and low trading prices on the New York Stock Exchange (or such successor reporting system as PNC may select) for a share of PNC common stock on such date, or, if no PNC common stock trades have been reported on such exchange for that day, the average of such prices on the next preceding day and the next following day for which there were reported trades.

A.18 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

A.19 “Good Reason” means:

(a) the assignment to Grantee of any duties inconsistent in any respect with Grantee’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities immediately prior to either the CIC Triggering Event or the Change in Control, or any other action by the Corporation which results in a diminution in any respect in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith that is remedied by the Corporation promptly after receipt of notice thereof given by Grantee;

(b) a reduction by the Corporation in Grantee’s annual base salary as in effect on the Grant Date, as the same may be increased from time to time;

(c) the Corporation’s requiring Grantee to be based at any office or location that is more than fifty (50) miles from Grantee’s office or location immediately prior to either the CIC Triggering Event or the Change in Control;

(d) the failure by the Corporation (i) to continue in effect any bonus, stock option or other cash or equity-based incentive plan or program in which Grantee participates immediately prior to either the CIC Triggering Event or the Change in Control that is material to Grantee’s total compensation, unless a substantially equivalent arrangement (embodied in an ongoing substitute or alternative plan or program) has been made with respect to such plan or program, or (ii) to continue Grantee’s participation in such plan or program (or in such substitute or alternative plan or program) on a basis at least as favorable, both in terms of the amount of benefits provided and the level of Grantee’s participation relative to other participants, as existed immediately prior to the CIC Triggering Event or the Change in Control; or

(e) the failure by the Corporation to continue to provide Grantee with benefits substantially similar to those received by Grantee under any of the Corporation’s pension (including, but not limited to, tax-qualified plans), life insurance, health, accident, disability or other welfare plans or programs in which Grantee was participating, at costs substantially similar to those paid by Grantee, immediately prior to the CIC Triggering Event or the Change in Control.

A.20 “Grant” means the Restricted Shares Award granted to Grantee pursuant to Section 2 of the Agreement and pursuant to which the Restricted Shares are issued to Grantee subject to the restrictions set forth in and the terms and conditions of the Agreement and the Plan.

A.21 “Grant Date” means the Grant Date set forth on page 1 of the Agreement and is the date as of which the Restricted Shares Award is authorized to be granted by the Committee or its delegate in accordance with the Plan.

A.22 “Grantee” means the person to whom the Restricted Stock Award is granted and the Restricted Shares are issued, and is identified as Grantee on page 1 of the Agreement.

A.23 “Internal Revenue Code” means the Internal Revenue Code of 1986 as amended and the rules and regulations promulgated thereunder.

A.24 “Person” has the meaning given in Section 3(a)(9) of the Exchange Act and also includes any syndicate or group *deemed* to be a person under Section 13(d)(3) of the Exchange Act.

A.25 “PNC” means The PNC Financial Services Group, Inc.

A.26 “Restricted Period” means, subject to early termination if so determined by the Committee or its delegate or pursuant to Section 7.6 of the Agreement, if applicable, the period from the Grant Date through (and including) the earlier of: (a) the date of Grantee’s death; (b) the day immediately preceding the day a Change in Control is *deemed* to have occurred; and (c) the day immediately preceding the third (3rd) anniversary of the Grant Date or, if later, the last day of any extension of the Restricted Period pursuant to Section 7.4(a) or Section 7.5(a) of the Agreement, if applicable.

A.27 “Retire” or “Retirement” means termination of Grantee’s employment with the Corporation (a) at any time on or after the first (1st) day of the first (1st) month coincident with or next following the date on which Grantee attains age fifty-five (55) and completes five (5) years of service (as determined in the same manner as the determination of five years of Vesting Service under the provisions of The PNC Financial Services Group, Inc. Pension Plan) with the Corporation and (b) for a reason other than termination by reason of Grantee’s death or by the Corporation for Cause or, unless the Committee or its delegate determines otherwise, termination in connection with a divestiture of assets or of one or more subsidiaries.

A.28 “Retiree” means a Grantee who has Retired.

A.29 “SEC” means the United States Securities and Exchange Commission.

A.30 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under generally accepted accounting principles and Grantee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee’s employment with the Corporation terminates effective at the time this occurs.

A.31 “Three-Year Continued Employment Performance Goal” means, subject to early achievement if so determined by the Committee or its delegate or *todeemed* achievement pursuant to Section 7.3, Section 7.4, Section 7.5, Section 7.6, Section 7.7, or Section 8 of the Agreement, if applicable, that Grantee has been continuously employed by the Corporation for the period from the Grant Date through (and including) the day immediately preceding the first of the following to occur: (a) the third (3rd) anniversary of the Grant Date; (b) the date of Grantee’s death; and (c) the day a Change in Control is *deemed* to have occurred.

A.32 “Total and Permanent Disability” means, unless the Committee or its delegate determines otherwise, Grantee’s disability as determined to be total and permanent by the Corporation for purposes of the Agreement.

A.33 “Unvested Shares” means any Restricted Shares that are not Awarded Shares.

FORM OF 5-YEAR RESTRICTED STOCK AGREEMENT

Restricted Stock Grant
Continued Employment Performance Goals
Restricted Periods: Three Years (25%); Four Years (25%); Five Years (50%)

THE PNC FINANCIAL SERVICES GROUP, INC.
2006 INCENTIVE AWARD PLAN
* * *
RESTRICTED STOCK AGREEMENT
* * *

GRANTEE: < name >
GRANT DATE: _____, 200__
SHARES: < number of whole shares >

1. Definitions. Certain terms used in this Restricted Stock Agreement (the "Agreement") are defined in Annex A (which is incorporated herein as part of the Agreement) or elsewhere in the Agreement, and such definitions will apply except where the context otherwise indicates.

In the Agreement, "PNC" means The PNC Financial Services Group, Inc. and "Corporation" means PNC and its Consolidated Subsidiaries.

2. Grant of Restricted Shares. Pursuant to The PNC Financial Services Group, Inc. 2006 Incentive Award Plan (the "Plan"), and subject to the terms and conditions of the Agreement, PNC hereby grants to the Grantee named above ("Grantee") a Restricted Shares Award of the number of shares of PNC common stock set forth above, and, upon acceptance of the Grant by Grantee in accordance with Section 17, will cause the issuance of said shares to Grantee subject to the terms and conditions of the Agreement and the Plan.

The shares granted and issued to Grantee hereby as a Restricted Shares Award subject to the restrictions set forth in and the terms and conditions of the Agreement and the Plan are hereafter referred to as the "Restricted Shares."

For purposes of determining the Restricted Period and Continued Employment Performance Goal applicable to each portion of the Restricted Shares under the Agreement, the Restricted Shares are divided into three "Tranches" as follows:

- (a) twenty-five percent (25%) of these shares (rounded down to the nearest whole share) are in the First Tranche of Restricted Shares;
- (b) another twenty-five percent (25%) of these shares (rounded down to the nearest whole share) are in the Second Tranche of Restricted Shares; and
- (c) the remaining fifty percent (50%) of these shares are in the Third Tranche of Restricted Shares.

3. Terms of Grant. The Grant is subject to the following terms and conditions.

Restricted Shares are subject to the Restricted Period applicable to such shares as provided in Section A.29 of Annex A. Once issued in accordance with Section 17, Restricted Shares will be deposited with PNC or its designee, or credited to a book-entry account, during the term of the applicable Restricted Period unless and until forfeited pursuant to the terms of the Agreement.

Any certificate or certificates representing Restricted Shares will contain the following legend:

“This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in The PNC Financial Services Group, Inc. 2006 Incentive Award Plan and an Agreement entered into between the registered owner and The PNC Financial Services Group, Inc. Release from such terms and conditions will be made only in accordance with the provisions of such Plan and such Agreement, a copy of each of which is on file in the office of the Corporate Secretary of The PNC Financial Services Group, Inc.”

Where a book-entry system is used with respect to the issuance of Restricted Shares, appropriate notation of such forfeiture possibility and transfer restrictions will be made on the system with respect to the account or accounts to which the Restricted Shares are credited.

Restricted Shares deposited with PNC or its designee during the term of the applicable Restricted Period that become Awarded Shares as provided in Section A.2 of Annex A will be released and reissued to, or at the proper direction of, Grantee or Grantee's legal representative pursuant to Section 9 as soon as administratively practicable following the end of the Restricted Period applicable to such shares.

4. Rights as Shareholder. Except as provided in Section 6 and subject to Section 7.6(c), if applicable, and to Section 17, Grantee will have all the rights and privileges of a shareholder with respect to the Restricted Shares including, but not limited to, the right to vote the Restricted Shares and the right to receive dividends thereon if and when declared by the Board; provided, however, that all such rights and privileges will cease immediately upon any forfeiture of such shares.

5. Capital Adjustments. Restricted Shares awarded hereunder will, as issued and outstanding shares of PNC common stock, be subject to such adjustment as may be necessary to reflect corporate transactions, including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC; provided, however, that any shares received as distributions on or in exchange for Unvested Shares will be subject to the terms and conditions of the Agreement as if they were Restricted Shares, and will have the same Restricted Period and Performance Goal that are applicable to the Restricted Shares that such shares were a distribution on or for which such shares were exchanged.

6. Prohibitions Against Sale, Assignment, etc. Unvested Shares may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered, other than by will or the laws of descent and distribution or as may be required pursuant to Section 10.2, unless and until the applicable Restricted Period terminates and the Awarded Shares are released and reissued by PNC pursuant to Section 9.

7. Forfeiture; Death; Qualifying Disability Termination; Termination in Anticipation of Change in Control; Other Terminations

7.1 Forfeiture on Termination of Employment. Except as otherwise provided in and subject to the conditions of Section 7.3, Section 7.4(a), Section 7.5, Section 7.6(a), Section 7.6(b), or Section 8, if applicable, in the event that Grantee's employment with the Corporation terminates prior to the fifth (5th) anniversary of the Grant Date, all Restricted Shares that are Unvested Shares on Grantee's Termination Date will be forfeited by Grantee to PNC without payment of any consideration by PNC.

Upon forfeiture of Unvested Shares pursuant to the provisions of this Section 7.1 or the provisions of Section 7.2, Section 7.4(b), or Section 7.6(d), neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in such Unvested Shares or any certificate or certificates representing such Unvested Shares.

7.2 Forfeiture for Detrimental Conduct. Unvested Shares that would otherwise remain outstanding after Grantee's Termination Date, if any, will be forfeited by Grantee to PNC without payment of any consideration by PNC in the event that, at any time prior to the date such shares become Awarded Shares, PNC determines that Grantee has engaged in Detrimental Conduct; provided, however, that: (a) this Section 7.2 will not apply to Restricted Shares that remain outstanding after Grantee's Termination Date pursuant to Section 7.3 or Section 7.6, if any; (b) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death;

(c) Detrimental Conduct will not apply to conduct by or activities of successors to the Restricted Shares by will or the laws of descent and distribution in the event of Grantee's death; and (d) Detrimental Conduct will cease to apply to any Restricted Shares upon a Change in Control.

7.3 Death. In the event of Grantee's death while an employee of the Corporation and prior to the fifth (5th) anniversary of the Grant Date, all remaining applicable Continued Employment Performance Goals will be deemed to have been achieved, and the Restricted Period or Periods with respect to all then outstanding Unvested Shares, if any, will terminate on the date of Grantee's death.

The Restricted Shares which thereby become Awarded Shares will be released and reissued by PNC to, or at the proper direction of, Grantee's legal representative pursuant to Section 9 as soon as administratively practicable following such date.

7.4 Qualifying Disability Termination

(a) In the event Grantee's employment with the Corporation is terminated prior to the fifth (5th) anniversary of the Grant Date by the Corporation by reason of Grantee's Total and Permanent Disability, Unvested Shares will not be automatically forfeited on Grantee's Termination Date. Instead, Unvested Shares will, subject to the forfeiture provisions of Section 7.2 and Section 7.4(b), remain outstanding pending and subject to affirmative approval of the vesting of the Restricted Shares pursuant to this Section 7.4(a) by the Designated Person specified in Section A.15 of Annex A.

If such Unvested Shares are still outstanding but the Designated Person has not made a specific determination to either approve or disapprove the vesting of the Unvested Shares or relevant portion thereof by the day immediately preceding the third (3rd) anniversary of the Grant Date in the case of First Tranche shares, or the fourth (4th) or fifth (5th) anniversary of the Grant Date in the case of Second or Third Tranche shares, respectively, then the Restricted Period applicable to such shares will be automatically extended through the first to occur of: (1) the day the Designated Person makes a specific determination regarding such vesting; and (2) either (i) the ninetieth (90th) day following the third (3rd) anniversary of the Grant Date in the case of First Tranche shares, or the fourth (4th) or fifth (5th) anniversary of the Grant Date in the case of Second or Third Tranche shares, respectively, if the Designated Person is the Chief Human Resources Officer of PNC, or (ii) the 180th day following such anniversary date if the Designated Person is the Personnel and Compensation Committee of the Board, whichever is applicable.

If the vesting of the then outstanding Unvested Shares or relevant portion thereof is affirmatively approved by the Designated Person on or prior to the last day of the applicable Restricted Period, including any extension of such Restricted Period, if applicable, then the applicable Continued Employment Performance Goal will be deemed to have been achieved, and the Restricted Period with respect to all such Unvested Shares then outstanding, if any, will terminate as of the end of the day on the later of (i) the date of such approval and (ii) the day immediately preceding the third (3rd) anniversary of the Grant Date in the case of First Tranche shares, or the fourth (4th) or fifth (5th) anniversary of the Grant Date in the case of Second or Third Tranche shares, respectively. The Restricted Shares outstanding at the termination of such applicable Restricted Period will become Awarded Shares and will be released and reissued by PNC pursuant to Section 9.

(b) If the Designated Person disapproves the vesting of Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC on such disapproval date without payment of any consideration by PNC.

If by the end of the applicable Restricted Period, including any extension of such Restricted Period pursuant to the second paragraph of Section 7.4(a), if applicable, the Designated Person has neither affirmatively approved nor specifically disapproved the vesting of Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC at the close of business on the last day of the applicable Restricted Period without payment of any consideration by PNC.

7.5 Other Terminations. In the event that Grantee's employment with the Corporation will terminate prior to the fifth (5th) anniversary of the Grant Date, whether by reason of Retirement or otherwise, the Committee or its

delegate may determine, in their sole discretion, with respect to some or all of the Unvested Shares outstanding as of the day prior to Grantee's Termination Date, that (i) all applicable Continued Employment Performance Goals will be deemed to have been achieved and (ii) all applicable Restricted Periods with respect to such shares will terminate as of the end of the day on the day immediately preceding Grantee's Termination Date, in which case such shares will become Awarded Shares as provided in Section A.2 of Annex A prior to Grantee's termination of employment and will be released and reissued by PNC pursuant to Section 9.

In the alternative, if Grantee's employment with the Corporation will terminate prior to the fifth (5th) anniversary of the Grant Date and Grantee's Unvested Shares, if any, will be forfeited as of Grantee's Termination Date pursuant to Section 7.1, the Committee or its delegate may, in their sole discretion, determine that Grantee will receive, prior to termination of employment, a grant of a number of Share Units or Restricted Share Units ("Units") equal to all or a portion of the number of Unvested Shares that will be forfeited on Grantee's Termination Date, such Units to be granted upon such terms and conditions as the Committee or its delegate may provide in the written agreement for such grant; provided, however, that any payment to be made by PNC upon satisfaction of the conditions set forth in the agreement for such Units will be made solely in cash.

Upon the determination of the Committee or its delegate in their discretion that Grantee will be entitled to a grant of Units pursuant to this Section 7.5, such grant will automatically become effective as of the day immediately prior to Grantee's Termination Date, subject to execution by both parties of the Share Unit or Restricted Share Unit agreement for such grant, as applicable, and provided that in no event will the number of Units so granted exceed the number of Unvested Shares that are forfeited by Grantee.

This provision for the grant of Share Units or Restricted Share Units upon such determination by the Committee or its delegate is considered a feature of the Grant of the Restricted Shares, and the determination to make such a grant of Units will be considered an exercise of this feature of the Grant.

7.6 Termination in Anticipation of a Change in Control.

(a) Notwithstanding anything in the Agreement to the contrary, if, after the occurrence of a CIC Triggering Event but prior to the occurrence of a CIC Failure or of the Change in Control triggered by the CIC Triggering Event and prior to the fifth (5th) anniversary of the Grant Date, Grantee's employment is terminated (other than by reason of Grantee's death) by the Corporation without Cause or by Grantee for Good Reason, or if Grantee's employment is deemed to have been so terminated pursuant to Section 7.6(b), then: (i) all remaining applicable Continued Employment Performance Goals will be deemed to have been achieved and the Restricted Period or Periods with respect to all then outstanding Unvested Shares, if any, will terminate as of the end of the day on the day immediately preceding Grantee's Termination Date (or, in the case of a qualifying termination pursuant to Section 7.6(b), the date all of the conditions set forth in clauses (i), (ii) and (iii) of the first or second paragraph, as the case may be, of Section 7.6(b) are met); and (ii) all Restricted Shares that thereby become Awarded Shares will be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such date.

(b) Grantee's employment will also be deemed to have been terminated by the Corporation without Cause after the occurrence of a CIC Triggering Event but prior to the occurrence of a CIC Failure or of the Change in Control triggered by the CIC Triggering Event for purposes of Section 7.6(a) if: (i) Grantee's employment is terminated by the Corporation without Cause; (ii) such termination of employment (a) was at the request of a third party that has taken steps reasonably calculated to effect a Change in Control or (b) otherwise arose in anticipation of a Change in Control; and (iii) a CIC Triggering Event or a Change in Control occurs within three (3) months of such termination of employment.

Grantee's employment will also be deemed to have been terminated by Grantee for Good Reason after the occurrence of a CIC Triggering Event but prior to a CIC Failure for purposes of Section 7.6(a) if: (i) Grantee terminates Grantee's employment with Good Reason; (ii) the circumstance or event that constitutes Good Reason (a) occurs at the request of a third party that has taken steps reasonably calculated to effect a Change in Control or (b) otherwise arose in anticipation of a Change in Control; and (iii) a CIC Triggering Event or a Change in Control occurs within three (3) months of such termination of employment.

For purposes of this Section 7.6(b) only, Grantee will have the burden of proving that the requirements of clause (ii) of the first or second paragraph of this Section 7.6(b), as the case may be, have been met and the standard of proof to be met by Grantee will be clear and convincing evidence.

For purposes of this Section 7.6(b) only, the definition of Change in Control in Section A.6 of Annex A will exclude the proviso in Section A.6(a).

(c) If Unvested Shares will be forfeited by Grantee to PNC by reason of Grantee's termination of employment with the Corporation pursuant to Section 7.1 unless all of the conditions set forth in clauses (i), (ii) and (iii) of the first or second paragraph, as the case may be, of Section 7.6(b) are met, then in the event that the record date for any dividend payable with respect to such Unvested Shares occurs on or after Grantee's Termination Date but prior to the time all of the conditions set forth in clauses (i), (ii) and (iii) of the first or second paragraph, as the case may be, of Section 7.6(b) have been met, such dividend will be held, without interest, pending and subject to satisfaction of all of such conditions. In the event that one or more of the conditions of Section 7.6(b) are not met, any dividend being held pending and subject to satisfaction of such conditions will be forfeited by Grantee to PNC without payment of any consideration by PNC.

(d) If Unvested Shares will be forfeited by Grantee to PNC by reason of Grantee's termination of employment with the Corporation pursuant to Section 7.1 unless all of the conditions set forth in clauses (i), (ii) and (iii) of the first or second paragraph, as the case may be, of Section 7.6(b) are met, then such Restricted Shares will remain outstanding pending and subject to satisfaction of all of those conditions. Upon the failure of any required condition, all such Unvested Shares will be forfeited by Grantee to PNC on the date such failure occurs without payment of any consideration by PNC.

8. Change in Control. Notwithstanding anything in the Agreement to the contrary, upon the occurrence of a Change in Control: (i) if Grantee is an employee of the Corporation as of the day immediately preceding the Change in Control, all remaining applicable Continued Employment Performance Goals will be deemed to have been achieved and the Restricted Period or Periods with respect to all then outstanding Unvested Shares, if any, will terminate as of the day immediately preceding the Change in Control; (ii) if Grantee's employment with the Corporation terminated prior to the occurrence of the Change in Control but Unvested Shares remained outstanding after such termination of employment pursuant to Section 7.4 and are still outstanding pending and subject to affirmative approval of the vesting of such shares by the Designated Person specified in Section A.15 of Annex A, then with respect to all such Unvested Shares outstanding as of the day immediately preceding the Change in Control, such affirmative vesting approval will be deemed to have been given, the applicable Continued Employment Performance Goal or Goals will be deemed to have been achieved, and the applicable Restricted Period or Periods will terminate, all as of the day immediately preceding the Change in Control; and (iii) all Restricted Shares that thereby become Awarded Shares will be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such date.

9. Termination of Prohibitions. Following termination of the Restricted Period applicable to such shares, PNC will release and issue or reissue the then outstanding whole Restricted Shares that have become Awarded Shares without the legend referred to in Section 3.

Upon release and issuance of shares that have become Awarded Shares, PNC or its designee will deliver such whole shares to, or at the proper direction of, Grantee or Grantee's legal representative.

10. Payment of Taxes.

10.1 Internal Revenue Code Section 83(b) Election In the event that Grantee makes an Internal Revenue Code Section 83(b) election with respect to the Restricted Shares, Grantee shall satisfy all then applicable federal, state or local withholding tax obligations arising from that election (a) by payment of cash or (b) if and to the extent then permitted by PNC and subject to such terms and conditions as PNC may from time to time establish, by physical delivery to PNC of certificates for whole shares of PNC common stock that are not subject to any contractual restriction, pledge or other encumbrance and that have been owned by Grantee for at least six (6) months and, in the case of restricted stock, for which it has been at least six (6) months since the restrictions lapsed, or by a combination of cash and such stock. Any such tax election shall be made pursuant to a form to be provided to Grantee by PNC on request. For purposes of this Section 10.1, shares of PNC common stock that are used to satisfy applicable withholding

tax obligations will be valued at their Fair Market Value on the date the tax withholding obligation arises. Grantee will provide to PNC a copy of any Internal Revenue Code Section 83(b) election filed by Grantee with respect to the Restricted Shares not later than ten (10) days after the filing of such election.

10.2 Other Tax Liabilities. Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time the tax withholding obligation arises with respect to any Restricted Shares, retain sufficient whole shares of PNC common stock from the shares granted pursuant to the Agreement to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection with such shares. For purposes of this Section 10.2, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value on the date the tax withholding obligation arises.

PNC will not retain more than the number of shares sufficient to satisfy the minimum amount of taxes then required to be withheld in connection with the Restricted Shares. If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding either: (a) by payment of cash; or (b) if and to the extent then permitted by PNC and subject to such terms and conditions as PNC may from time to time establish, using whole shares of PNC common stock (either by physical delivery to PNC of certificates for the shares or through PNC's share attestation procedure) that are not subject to any contractual restriction, pledge or other encumbrance and that have been owned by Grantee for at least six (6) months and, in the case of restricted stock, for which it has been at least six (6) months since the restrictions lapsed. Any such tax election shall be made pursuant to a form provided by PNC. Shares of PNC common stock that are used for this purpose will be valued at their Fair Market Value on the date the tax withholding obligation arises. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection with the Restricted Shares, no additional withholding may be made.

11. Employment. Neither the granting and issuance of the Restricted Shares nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

12. Subject to the Plan and the Committee. In all respects the Grant and the Agreement are subject to the terms and conditions of the Plan, which has been made available to Grantee and is incorporated herein by reference; provided, however, the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. Further, the Grant and the Agreement are subject to any interpretation of, and any rules and regulations issued by, the Committee or its delegate or under the authority of the Committee, whether made or issued before or after the Grant Date.

13. Headings; Entire Agreement. Headings used in the Agreement are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement. The Agreement constitutes the entire agreement between Grantee and PNC and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties with respect to the subject matter hereof.

14. Grantee Covenants.

14.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 14 and 15 by virtue of receiving this grant of Restricted Shares (regardless of whether such shares ultimately become Awarded Shares); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

14.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 14.2 while employed by the Corporation and for a period of twelve (12) months after Grantee's Termination Date regardless of the reason for such termination of employment.

(a) Non-Solicitation. Grantee shall not, directly or indirectly, either for Grantee's own benefit or purpose or for the benefit or purpose of any Person other than PNC or any of its subsidiaries, solicit, call on, do business with, or actively interfere with PNC's or any subsidiary's relationship with, or attempt to divert or entice away, any Person that Grantee should reasonably know (i) is a customer of PNC or any subsidiary for which PNC or any subsidiary provides

any services as of the Termination Date, or (ii) was a customer of PNC or any subsidiary for which PNC or any subsidiary provided any services at any time during the twelve (12) months preceding the Termination Date, or (iii) was, as of the Termination Date, considering retention of PNC or any subsidiary to provide any services.

(b) No-Hire. Grantee shall not, directly or indirectly, either for Grantee's own benefit or purpose or for the benefit or purpose of any Person other than PNC or any of its subsidiaries, employ or offer to employ, call on, or actively interfere with PNC's or any subsidiary's relationship with, or attempt to divert or entice away, any employee of PNC or any of its subsidiaries, nor shall Grantee assist any other Person in such activities.

Notwithstanding the above, if Grantee's employment with the Corporation is terminated by the Corporation without Cause or by Grantee with Good Reason and such Termination Date occurs during a Coverage Period (either as Coverage Period is defined in Section A.14 of Annex A or, if Grantee was a party to a written agreement between Grantee and PNC providing, among other things, for certain change in control severance benefits (a "CIC Severance Agreement") that was in effect at the time of such termination of employment, as Coverage Period is defined in such CIC Severance Agreement, if longer), then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 14.2 will no longer apply and will be replaced with the following subsection (c):

(c) No-Hire. Grantee agrees that Grantee shall not, for a period of twelve (12) months after the Termination Date, employ or offer to employ, solicit, actively interfere with PNC's or any PNC affiliate's relationship with, or attempt to divert or entice away, any officer of PNC or any PNC affiliate.

14.3 Confidentiality. During Grantee's employment with the Corporation, and thereafter regardless of the reason for termination of such employment, Grantee will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which is the exclusive and valuable property of the Corporation whether or not conceived of or prepared by Grantee, other than (a) information generally known in the Corporation's industry or acquired from public sources, (b) as required in the course of employment by the Corporation, (c) as required by any court, supervisory authority, administrative agency or applicable law, or (d) with the prior written consent of PNC.

14.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 14.4 shall be performed by Grantee without further compensation and will continue beyond the Termination Date.

15. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

15.2 Equitable Remedies. A breach of the provisions of any of Sections 14.2, 14.3 or 14.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

15.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 14.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

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

15.5 Severability. The restrictions and obligations imposed by Sections 14.2, 14.3 and 14.4 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon Grantee.

15.6 Reform. In the event any of Sections 14.2, 14.3 and 14.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

15.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 14.2, 14.3 and 14.4.

15.8 Applicable Law. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries. Further, to the extent, if any, applicable to Grantee, Grantee agrees to reimburse PNC for any amounts Grantee may be required to reimburse PNC or its subsidiaries pursuant to Section 304 of the Sarbanes-Oxley Act of 2002, and agrees that PNC need not comply with any term, covenant or condition of the Agreement to the extent that doing so would require that Grantee reimburse PNC or its subsidiaries for such amounts pursuant to Section 304 of the Sarbanes-Oxley Act of 2002.

16. Compliance with Internal Revenue Code Section 409A. To the extent that any of the terms or provisions of the Agreement or of the Grant may result in the application of Section 409A of the Internal Revenue Code to this Grant, PNC may, without the consent of Grantee, modify the Agreement and the Grant to the extent and in the manner PNC deems necessary or advisable in order to allow the Grant to be excluded from the definition of "deferred compensation" within the meaning of such Section 409A or in order to comply with the provisions of Section 409A, other applicable provision(s) of the Internal Revenue Code, and/or any rules, regulations or other regulatory guidance issued under such statutory provisions.

17. Acceptance of Grant; PNC Right to Cancel. If Grantee does not accept the Grant by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms thereof in any way, within thirty (30) days of receipt by Grantee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the Grant at any time prior to Grantee's delivery to PNC of a copy of the Agreement executed by Grantee. Otherwise, upon execution and delivery of the Agreement by both PNC and Grantee and, in the event that Grantee is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities, the filing with and acceptance by the SEC of a Form 4 reporting the Grant, the Agreement is effective.

Grantee will not have any of the rights of a shareholder with respect to the Restricted Shares as set forth in Section 4, and will not have the right to vote or to receive dividends on such shares, until the date the Agreement is effective and the Restricted Shares are issued in accordance with this Section 17.

In the event that one or more record dates for dividends on PNC common stock occur after the Grant Date but before the date the Agreement is effective in accordance with this Section 17 and the Restricted Shares are issued, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equivalent to the amount of the dividends Grantee would have received had the Agreement been effective and the Restricted Shares had been issued on the Grant Date.

IN WITNESS WHEREOF, PNC has caused the Agreement to be signed on its behalf as of the Grant Date.

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

ANNEX A
CERTAIN DEFINITIONS

* * *

A.1 “Agreement” means the Restricted Stock Agreement between PNC and Grantee evidencing the Grant of the Restricted Shares Award to Grantee pursuant to the Plan.

A.2 “Awarded Shares.” Provided that the Restricted Shares are then outstanding, Restricted Shares become “Awarded Shares” when both of the following have occurred: (a) the Continued Employment Performance Goal or Goals applicable to such Restricted Shares have been achieved or are *deemed* to have been achieved pursuant to the terms of the Agreement; and (b) the Restricted Period or Periods applicable to such Restricted Shares have terminated.

A.3 “Board” means the Board of Directors of PNC.

A.4 “Cause” means:

(a) the willful and continued failure of Grantee to substantially perform Grantee’s duties with the Corporation (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Grantee by the Board or the CEO which specifically identifies the manner in which the Board or the CEO believes that Grantee has not substantially performed Grantee’s duties; or

(b) the willful engaging by Grantee in illegal conduct or gross misconduct that is materially and demonstrably injurious to PNC or any of its subsidiaries.

For purposes of the preceding clauses (a) and (b), no act or failure to act, on the part of Grantee, shall be considered willful unless it is done, or omitted to be done, by Grantee in bad faith and without reasonable belief that Grantee’s action or omission was in the best interests of the Corporation. Any act, or failure to act, based upon the instructions or prior approval of the Board, the CEO or Grantee’s superior or based upon the advice of counsel for the Corporation, shall be conclusively presumed to be done, or omitted to be done, by Grantee in good faith and in the best interests of the Corporation.

The cessation of employment of Grantee will *bedeemed* to be a termination of Grantee’s employment with the Corporation for Cause for purposes of the Agreement only if and when there shall have been delivered to Grantee, as part of the notice of Grantee’s termination, a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board, at a Board meeting called and held for the purpose of considering such termination, finding on the basis of clear and convincing evidence that, in the good faith opinion of the Board, Grantee is guilty of conduct described in clause (a) or clause (b) above and, in either case, specifying the particulars thereof in detail. Such resolution shall be adopted only after (i) reasonable notice of such Board meeting is provided to Grantee, together with written notice that PNC believes that Grantee is guilty of conduct described in clause (a) or clause (b) above and, in either case, specifying the particulars thereof in detail, and (ii) Grantee is given an opportunity, together with counsel, to be heard before the Board.

A.5 “CEO” means the chief executive officer of PNC.

A.6 “Change in Control” means a change of control of PNC of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Exchange Act, whether or not PNC is then subject to such reporting requirement; *provided, however*, that without limitation, a Change in Control will *bedeemed* to have occurred if:

(a) any Person, excluding employee benefits plans of the Corporation, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provisions thereto), directly or indirectly, of securities of PNC representing twenty percent (20%) or more of the combined voting power of PNC’s then

outstanding securities; *provided, however*, that such an acquisition of beneficial ownership representing between twenty percent (20%) and forty percent (40%), inclusive, of such voting power will not be considered a Change in Control if the Board approves such acquisition either prior to or immediately after its occurrence;

(b) PNC consummates a merger, consolidation, share exchange, division or other reorganization or transaction of PNC (a "Fundamental Transaction") with any other corporation, other than a Fundamental Transaction that results in the voting securities of PNC outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least sixty percent (60%) of the combined voting power immediately after such Fundamental Transaction of (i) PNC's outstanding securities, (ii) the surviving entity's outstanding securities, or (iii) in the case of a division, the outstanding securities of each entity resulting from the division;

(c) the shareholders of PNC approve a plan of complete liquidation or winding-up of PNC or an agreement for the sale or disposition (in one transaction or a series of transactions) of all or substantially all of PNC's assets;

(d) as a result of a proxy contest, individuals who prior to the conclusion thereof constituted the Board (including for this purpose any new director whose election or nomination for election by PNC's shareholders in connection with such proxy contest was approved by a vote of at least two-thirds (2/3rds) of the directors then still in office who were directors prior to such proxy contest) cease to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied);

(e) during any period of twenty-four (24) consecutive months, individuals who at the beginning of such period constituted the Board (including for this purpose any new director whose election or nomination for election by PNC's shareholders was approved by a vote of at least two-thirds (2/3rds) of the directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); or

(f) the Board determines that a Change in Control has occurred.

Notwithstanding anything to the contrary herein, a divestiture or spin-off of a subsidiary or division of PNC or any of its subsidiaries will not by itself constitute a Change in Control.

A.7 "CIC Failure" means the following:

(a) with respect to a CIC Triggering Event described in Section A.8(a), PNC's shareholders vote against the transaction approved by the Board or the agreement to consummate the transaction is terminated; or

(b) with respect to a CIC Triggering Event described in Section A.8(b), the proxy contest fails to replace or remove a majority of the members of the Board.

A.8 "CIC Triggering Event" means the occurrence of either of the following:

(a) the Board or PNC's shareholders approve a transaction described in Subsection (b) of the definition of Change in Control contained in Section A.6; or

(b) the commencement of a proxy contest in which any Person seeks to replace or remove a majority of the members of the Board.

A.9 "Committee" means the Personnel and Compensation Committee of the Board or such person or persons as may be designated or appointed by that committee as its delegate or designee.

A.10 "Competitive Activity" means, for purposes of the Agreement, any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any of its subsidiaries (a) engaged in business activities similar to some or all of the business activities of PNC or any subsidiary as of Grantee's Termination Date or (b) engaged in business activities which Grantee knows PNC or any subsidiary intends to enter within the first twelve (12) months after Grantee's Termination Date or, if later and if

applicable, after the date specified in clause (ii) of Section A.16(a), in either case whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

A.11 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that is a consolidated subsidiary of PNC under generally accepted accounting principles.

A.12 “Continued Employment Performance Goal” means: (a) with respect to shares in the First Tranche of Restricted Shares, the Three-Year Continued Employment Performance Goal; (b) with respect to shares in the Second Tranche of Restricted Shares, the Four-Year Continued Employment Performance Goal; and (c) with respect to shares in the Third Tranche of Restricted Shares, the Five-Year Continued Employment Performance Goal, as applicable.

A.13 “Corporation” means PNC and its Consolidated Subsidiaries.

A.14 “Coverage Period” means a period (a) commencing on the earlier to occur of (i) the date of a CIC Triggering Event and (ii) the date of a Change in Control and (b) ending on the date that is three (3) years after the date of the Change in Control; *provided, however*, that in the event that a Coverage Period commences on the date of a CIC Triggering Event, such Coverage Period will terminate upon the earlier to occur of (x) the date of a CIC Failure and (y) the date that is three (3) years after the date of the Change in Control triggered by the CIC Triggering Event. After the termination of any Coverage Period, another Coverage Period will commence upon the earlier to occur of clause (a)(i) and clause (a)(ii) in the preceding sentence.

A.15 “Designated Person” will be either: (a) the Personnel and Compensation Committee of the Board, if Grantee is a member of the Corporate Executive Group (or equivalent successor classification) or is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities; or (b) the Chief Human Resources Officer of PNC, if Grantee is not within one of the groups specified in Section A.15(a).

A.16 “Detrimental Conduct” means, for purposes of the Agreement:

(a) Grantee has engaged, without the prior written consent of PNC (at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Grantee’s Termination Date and extending through the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to be engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as a consultant, independent contractor, employee, officer, director or advisory director;

(b) a material breach by Grantee of (i) any code of conduct of PNC or one of its subsidiaries or (ii) other written policy of PNC or a subsidiary, in either case required by law or established to maintain compliance with applicable law;

(c) any act of fraud, misappropriation, material dishonesty, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or a subsidiary;

(d) any conviction (including a plea of guilty or *of nolo contendere*) of Grantee for, or entry by Grantee into a pre-trial disposition with respect to, the commission of a felony which relates to or arises out of Grantee’s employment or other service relationship with the Corporation; or

(e) entry of any order against Grantee by any governmental body having regulatory authority with respect to the business of PNC or any of its subsidiaries, which order relates to or arises out of Grantee’s employment or other service relationship with the Corporation.

Grantee will be *deemed* to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the CEO or his or her designee (or, if Grantee is the CEO, the Personnel and Compensation Committee of the Board or the Board) determines that Grantee has engaged in conduct described in clause (a) above, that Grantee is guilty of conduct described in clause (b) or clause (c) above, or that an event described in clause (d) or clause (e) above has occurred with respect to Grantee and, if so, determines that Grantee will be *deemed* to have engaged in Detrimental Conduct.

A.17 “Exchange Act” means the Securities Exchange Act of 1934 as amended and the rules and regulations promulgated thereunder.

A.18 “Fair Market Value” as it relates to a share of PNC common stock as of any given day means the average of the reported high and low trading prices on the New York Stock Exchange (or such successor reporting system as PNC may select) for a share of PNC common stock on such date, or, if no PNC common stock trades have been reported on such exchange for that day, the average of such prices on the next preceding day and the next following day for which there were reported trades.

A.19 “Five-Year Continued Employment Performance Goal” means, subject to early achievement if so determined by the Committee or its delegate or *deemed* achievement pursuant to Section 7.3, Section 7.4, Section 7.5, Section 7.6, or Section 8 of the Agreement, if applicable, that Grantee has been continuously employed by the Corporation for the period from the Grant Date through (and including) the day immediately preceding the first of the following to occur: (a) the fifth (5th) anniversary of the Grant Date; (b) the date of Grantee’s death; and (c) the day a Change in Control is *deemed* to have occurred.

A.20 “Four-Year Continued Employment Performance Goal” means, subject to early achievement if so determined by the Committee or its delegate or *deemed* achievement pursuant to Section 7.3, Section 7.4, Section 7.5, Section 7.6, or Section 8 of the Agreement, if applicable, that Grantee has been continuously employed by the Corporation for the period from the Grant Date through (and including) the day immediately preceding the first of the following to occur: (a) the fourth (4th) anniversary of the Grant Date; (b) the date of Grantee’s death; and (c) the day a Change in Control is *deemed* to have occurred.

A.21 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

A.22 “Good Reason” means:

(a) the assignment to Grantee of any duties inconsistent in any respect with Grantee’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities immediately prior to either the CIC Triggering Event or the Change in Control, or any other action by the Corporation which results in a diminution in any respect in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith that is remedied by the Corporation promptly after receipt of notice thereof given by Grantee;

(b) a reduction by the Corporation in Grantee’s annual base salary as in effect on the Grant Date, as the same may be increased from time to time;

(c) the Corporation’s requiring Grantee to be based at any office or location that is more than fifty (50) miles from Grantee’s office or location immediately prior to either the CIC Triggering Event or the Change in Control;

(d) the failure by the Corporation (i) to continue in effect any bonus, stock option or other cash or equity-based incentive plan or program in which Grantee participates immediately prior to either the CIC Triggering Event or the Change in Control that is material to Grantee’s total compensation, unless a substantially equivalent arrangement (embodied in an ongoing substitute or alternative plan or program) has been made with respect to such plan or program, or (ii) to continue Grantee’s participation in such plan or program (or in such substitute or alternative plan or program) on a basis at least as favorable, both in terms of the amount of benefits provided and the level of Grantee’s participation relative to other participants, as existed immediately prior to the CIC Triggering Event or the Change in Control; or

(e) the failure by the Corporation to continue to provide Grantee with benefits substantially similar to those received by Grantee under any of the Corporation’s pension (including, but not limited to, tax-qualified plans), life insurance, health, accident, disability or other welfare plans or programs in which Grantee was participating, at costs substantially similar to those paid by Grantee, immediately prior to the CIC Triggering Event or the Change in Control.

A.23 “Grant” means the Restricted Shares Award granted to Grantee pursuant to Section 2 of the Agreement and pursuant to which the Restricted Shares are issued to Grantee subject to the restrictions set forth in and the terms and conditions of the Agreement and the Plan.

A.24 “Grant Date” means the Grant Date set forth on page 1 of the Agreement and is the date as of which the Restricted Shares Award is authorized to be granted by the Committee or its delegate in accordance with the Plan.

A.25 “Grantee” means the person to whom the Restricted Stock Award is granted and the Restricted Shares are issued, and is identified as Grantee on page 1 of the Agreement.

A.26 “Internal Revenue Code” means the Internal Revenue Code of 1986 as amended and the rules and regulations promulgated thereunder.

A.27 “Person” has the meaning given in Section 3(a)(9) of the Exchange Act and also includes any syndicate or group *deemed* to be a person under Section 13(d)(3) of the Exchange Act.

A.28 “PNC” means The PNC Financial Services Group, Inc.

A.29 “Restricted Period.” The applicable Restricted Period for Restricted Shares means, subject to early termination if so determined by the Committee or its delegate or pursuant to Section 7.6 of the Agreement, if applicable, the period set forth in the applicable subsection below:

(a) For First Tranche Shares: with respect to shares in the First Tranche of Restricted Shares, the period from the Grant Date through (and including) the earlier of: (i) the date of Grantee’s death; (ii) the day immediately preceding the day a Change in Control is *deemed* to have occurred; and (iii) the day immediately preceding the third (3rd) anniversary of the Grant Date or, if later, the last day of any extension of the Restricted Period pursuant to Section 7.4(a) of the Agreement, if applicable;

(b) For Second Tranche Shares: with respect to shares in the Second Tranche of Restricted Shares, the period from the Grant Date through (and including) the earlier of: (i) the date of Grantee’s death; (ii) the day immediately preceding the day a Change in Control is *deemed* to have occurred; and (iii) the day immediately preceding the fourth (4th) anniversary of the Grant Date or, if later, the last day of any extension of the Restricted Period pursuant to Section 7.4(a) of the Agreement, if applicable; and

(c) For Third Tranche Shares: with respect to shares in the Third Tranche of Restricted Shares, the period from the Grant Date through (and including) the earlier of: (i) the date of Grantee’s death; (ii) the day immediately preceding the day a Change in Control is *deemed* to have occurred; and (iii) the day immediately preceding the fifth (5th) anniversary of the Grant Date or, if later, the last day of any extension of the Restricted Period pursuant to Section 7.4(a) of the Agreement, if applicable.

A.30 “Retire” or “Retirement” means termination of Grantee’s employment with the Corporation (a) at any time on or after the first (F) day of the first (1st) month coincident with or next following the date on which Grantee attains age fifty-five (55) and completes five (5) years of service (as determined in the same manner as the determination of five years of Vesting Service under the provisions of The PNC Financial Services Group, Inc. Pension Plan) with the Corporation and (b) for a reason other than termination by reason of Grantee’s death or by the Corporation for Cause or, unless the Committee or its delegate determines otherwise, termination in connection with a divestiture of assets or of one or more subsidiaries.

A.31 “Retiree” means a Grantee who has Retired.

A.32 “SEC” means the United States Securities and Exchange Commission.

A.33 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under generally accepted accounting principles and Grantee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee’s employment with the Corporation terminates effective at the time this occurs.

A.34 “Three-Year Continued Employment Performance Goal” means, subject to early achievement if so determined by the Committee or its delegate or *deemed* achievement pursuant to Section 7.3, Section 7.4, Section 7.5, Section 7.6, or Section 8 of the Agreement, if applicable, that Grantee has been continuously employed by the Corporation for the period from the Grant Date through (and including) the day immediately preceding the first of the following to occur: (a) the third (3rd) anniversary of the Grant Date; (b) the date of Grantee’s death; and (c) the day a Change in Control is *deemed* to have occurred.

A.35 “Total and Permanent Disability” means, unless the Committee or its delegate determines otherwise, Grantee’s disability as determined to be total and permanent by the Corporation for purposes of the Agreement.

A.36 “Tranche(s)” or “First, Second or Third Tranche” have the meanings set forth in Section 2 of the Agreement.

A.37 “Unvested Shares” means any Restricted Shares that are not Awarded Shares.

The PNC Financial Services Group, Inc. and Subsidiaries
**Computation of Ratio of Earnings
to Fixed Charges**

EXHIBIT 12.1

<i>Dollars in millions</i>	Six Months	Year Ended December 31				
	Ended June 30, 2006	2005	2004	2003	2002	2001
Earnings						
Pretax income from continuing operations before adjustments for minority interest (1)	\$1,126	\$1,942	\$1,735	\$1,568	\$1,821	\$564
Fixed charges excluding interest on deposits	408	662	357	346	432	762
Subtotal	1,534	2,604	2,092	1,914	2,253	1,326
Interest on deposits	706	981	484	457	659	1,229
Total	<u>\$2,240</u>	<u>\$3,585</u>	<u>\$2,576</u>	<u>\$2,371</u>	<u>\$2,912</u>	<u>\$2,555</u>
Fixed charges						
Interest on borrowed funds	\$374	\$599	\$298	\$258	\$315	\$645
Interest component of rentals	34	63	58	59	58	53
Amortization of notes and debentures			1	1	1	1
Distributions on mandatorily redeemable capital securities of subsidiary trusts				28	58	63
Subtotal	408	662	357	346	432	762
Interest on deposits	706	981	484	457	659	1,229
Total	<u>\$1,114</u>	<u>\$1,643</u>	<u>\$841</u>	<u>\$803</u>	<u>\$1,091</u>	<u>\$1,991</u>
Ratio of earnings to fixed charges						
Excluding interest on deposits	3.76x	3.93x	5.86x	5.53x	5.22x	1.74x
Including interest on deposits	2.01	2.18	3.06	2.95	2.67	1.28

(1) As defined in Item 503(d) of Regulation S-K.

The PNC Financial Services Group, Inc. and Subsidiaries
**Computation of Ratio of Earnings
to Fixed Charges and Preferred Stock Dividends**

EXHIBIT 12.2

<i>Dollars in millions</i>	Six Months Ended June 30, 2006	Year Ended December 31				
		2005	2004	2003	2002	2001
Earnings						
Pretax income from continuing operations before adjustments for minority interest (1)	\$1,126	\$1,942	\$1,735	\$1,568	\$1,821	\$564
Fixed charges and preferred stock dividends excluding interest on deposits	408	663	358	347	433	782
Subtotal	1,534	2,605	2,093	1,915	2,254	1,346
Interest on deposits	706	981	484	457	659	1,229
Total	\$2,240	\$3,586	\$2,577	\$2,372	\$2,913	\$2,575
Fixed charges						
Interest on borrowed funds	\$374	\$599	\$298	\$258	\$315	\$645
Interest component of rentals	34	63	58	59	58	53
Amortization of notes and debentures			1	1	1	1
Distributions on mandatorily redeemable capital securities of subsidiary trusts				28	58	63
Preferred stock dividend requirements		1	1	1	1	20
Subtotal	408	663	358	347	433	782
Interest on deposits	706	981	484	457	659	1,229
Total	\$1,114	\$1,644	\$842	\$804	\$1,092	\$2,011
Ratio of earnings to fixed charges and preferred stock dividends						
Excluding interest on deposits	3.76x	3.93x	5.85x	5.52x	5.21x	1.72x
Including interest on deposits	2.01	2.18	3.06	2.95	2.67	1.28

(1) As defined in Item 503(d) of Regulation S-K.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, James E. Rohr, certify that:

I have reviewed this report on Form 10-Q for the quarter ended June 30, 2006 of The PNC Financial Services Group, Inc.;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

- (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
- (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
- (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2006

/s/ James E. Rohr

James E. Rohr

Chairman and Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Richard J. Johnson, certify that:

I have reviewed this report on Form 10-Q for the quarter ended June 30, 2006 of The PNC Financial Services Group, Inc.;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

- (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
- (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
- (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2006

/s/ Richard J. Johnson
Richard J. Johnson
Chief Financial Officer

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report on Form 10-Q for the quarter ended June 30, 2006 of The PNC Financial Services Group, Inc. (Corporation) as filed with the Securities and Exchange Commission on the date hereof (Report), I, James E. Rohr, Chairman and Chief Executive Officer of the Corporation, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) the Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation for the dates and periods covered by the Report.

This certificate is being made for the exclusive purpose of compliance by the Chief Executive Officer of the Corporation with the requirements of Section 906 of the Sarbanes-Oxley Act of 2002, and may not be used by any person or for any reason other than as specifically required by law.

/s/ James E. Rohr
James E. Rohr
Chairman and Chief Executive Officer
August 9, 2006

**CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report on Form 10-Q for the quarter ended June 30, 2006 of The PNC Financial Services Group, Inc. (Corporation) as filed with the Securities and Exchange Commission on the date hereof (Report), I, Richard J. Johnson, Chief Financial Officer of the Corporation, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) the Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation for the dates and periods covered by the Report.

This certificate is being made for the exclusive purpose of compliance by the Chief Financial Officer of the Corporation with the requirements of Section 906 of the Sarbanes-Oxley Act of 2002, and may not be used by any person or for any reason other than as specifically required by law.

/s/ Richard J. Johnson
Richard J. Johnson
Chief Financial Officer
August 9, 2006