

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

THE PNC FINANCIAL SERVICES GROUP, INC.

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of
incorporation or organization)

25-1435979
(IRS Employer
Identification No.)

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

**National City Savings and Investment Plan
The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan
The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan**
(Full title of the plans)

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

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock (\$5.00 per share par value)	4,400,000 (1)	\$28.84 (2)	\$126,896,000 (1)	\$4,987.02
Deferred Compensation Obligations (3)	\$30,000,000	100%	\$30,000,000	\$1,179.00
Deferred Compensation Obligations (4)	\$10,000,000	100%	\$10,000,000	\$393.00

- (1) Pursuant to Rule 416(c) under the Securities Act of 1933, this Registration Statement also covers an indeterminate amount of interests in the National City Savings and Incentive Plan (the "401(k) Plan"). In accordance with Rule 457(h)(2) no separate fee is required.
- (2) Calculated pursuant to Rule 457(h) of the Securities Act, solely for the purpose of computing the registration fee, based on the average of the high and low sales price of PNC's Common Stock as reported by the New York Stock Exchange on January 20, 2009.
- (3) The deferred compensation obligations are unsecured obligations of The PNC Financial Services Group, Inc. to pay deferred compensation in the future in accordance with the terms of The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan.
- (4) The deferred compensation obligations are unsecured obligations of The PNC Financial Services Group, Inc. to pay deferred compensation in the future in accordance with the terms of The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

EXPLANATORY NOTE

This Registration Statement registers 4,400,000 shares of The PNC Financial Services Group, Inc. (“PNC”) common stock, par value \$5.00 per share, (“Common Stock”) pursuant to the National City Savings and Incentive Plan (the “401(k) Plan”). The Registration Statement also relates to an indeterminate amount of interests in the 401(k) Plan. On December 31, 2008, National City Corporation, a Delaware corporation (“National City”) merged with and into PNC, with PNC continuing its corporate existence under the laws of the Commonwealth of Pennsylvania, pursuant to an Agreement and Plan of Merger, dated as of October 24, 2008, by and between PNC and National City (the “Merger Agreement”). Pursuant to the Merger Agreement, shares of common stock, par value \$4.00 per share, of National City issuable under the 401(k) Plan, have been converted into corresponding awards covering PNC Common Stock.

In addition, this Registration Statement registers the offer and sale of \$30,000,000 of deferred compensation obligations under The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan (the “SISP”), and \$10,000,000 of deferred compensation obligations under The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan (the “DCP”).

Item 3. Incorporation of Documents by Reference.

The following documents, each as filed by PNC (except with respect to the 401(k) Plan’s annual report, which was filed by National City) with the SEC pursuant to the Securities Exchange Act of 1934, as amended, are incorporated herein by reference:

- PNC’s annual report on Form 10-K for the year ended December 31, 2007
- PNC’s quarterly reports on Form 10-Q for the quarters ended March 31, 2008, June 30, 2008 and September 30, 2008
- PNC’s current reports on Form 8-K filed January 22, 2008, February 4, 2008 (two filings), February 13, 2008, February 19, 2008, February 20, 2008, March 10, 2008, April 18, 2008, April 22, 2008 (with respect to Item 8.01 thereof), April 28, 2008, May 16, 2008, May 27, 2008, September 12, 2008, October 24, 2008, October 30, 2008, December 2, 2008, December 23, 2008, December 24, 2008, December 30, 2008, and January 2, 2009 (two filings)
- The 401(k) Plan’s annual report on Form 11-K for the fiscal year ended December 31, 2007
- The description of PNC’s Common Stock set forth in the registration statement on Form 8-A filed by PNC pursuant to Section 12 of the Exchange Act in September 1987, including any amendment or report filed with the SEC for the purpose of updating this description

All reports and other documents filed by PNC and the 401(k) Plan pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment hereto, which indicates that all securities offered hereunder have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

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

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

Experts

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

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

The consolidated financial statements of National City Corporation and its subsidiaries as of December 31, 2007 and 2006, and for each of the three years in the period ended December 31, 2007 and the effectiveness of internal control over financial reporting of National City Corporation as of December 31, 2007 appearing in the Current Report on Form 8-K dated December 2, 2008 filed by PNC as well as the financial statements of the National City Savings and Investment Plan (the "401(k) Plan") included in the 401(k) Plan's Annual Report (Form 11-K) for the year ended December 31, 2007 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

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

Item 4. Description of Securities.

The deferred compensation obligations (the "Deferred Compensation Obligations") represent PNC's unsecured obligations to pay deferred compensation pursuant to the SISF and the DCP.

Under the terms of the SISP, PNC provides eligible employees with the opportunity to defer eligible compensation that could not be deferred under The PNC Financial Services Group, Inc. Incentive Savings Plan or the PNC Global Investment Servicing Inc. Retirement Savings Plan because of certain limits imposed on plans qualified under Section 401(a) of the Internal Revenue Code. In addition, PNC may make matching contributions, where applicable, on a portion of an eligible employee's cash incentive awards that an eligible employee elects to defer under the DCP. Participants in the SISP may elect to defer between 1% and 20% of their eligible compensation each pay period. Such election shall also apply to any cash incentive award deferred under the DCP. As such, a portion of any cash incentive award that a participant in the DCP elects to defer under the DCP is credited to the SISP based on the election or percentage in effect under the SISP for the year to which the award relates. Eligible compensation excludes variable pay in excess of the greater of \$25,000 or 50% of such variable pay, and such variable pay is limited to \$25,000 for most participants. All elections must be made prior to, and cannot be changed once, the SISP's plan year begins on January 1. Distributions of a participant's account under the SISP are made in a lump sum cash payment after the participant separates from service.

Under the terms of the DCP, PNC provides eligible employees with the opportunity to defer all or a portion of a cash incentive award provided that any deferral may not be less than \$25,000. In addition, eligible employees have the opportunity to defer certain incentive awards received in the form of restricted shares under an eligible incentive plan. Distributions of a participant's account under the DCP are paid in cash in accordance with the participant's deferral election, but no deferral may be for less than one full calendar year.

A participant's accounts in the SISP and the DCP are credited with earnings pursuant to investment alternatives selected by the participant. The earnings are indexed to one or more investment funds specified by the participant. Each participant's account will be adjusted to reflect the rate of return, positive or negative, based upon the actual investment performance of the investment funds corresponding to the investment alternatives selected by the participant. A participant may change the investment alternatives from time to time as set forth in the SISP and the DCP.

Although the value of a participant's accounts (and, therefore, the amount of the liability under an obligation) will be based upon the performance of the investment funds corresponding to the investment alternatives, participants will not have an actual interest in such funds but only in the Deferred Compensation Obligations. PNC is under no obligation to invest any portion of the Deferred Compensation Obligations in any of the funds to which investment alternatives are indexed.

No participant or beneficiary may transfer (other than by will or the laws of descent and distribution), alienate, or otherwise encumber the Deferred Compensation Obligations. PNC's obligations under the SISP and the DCP are not assignable or transferable except to (i) any corporation or partnership which acquires all or substantially all of the PNC's assets or (ii) any corporation or partnership into which PNC may be merged or consolidated.

A participant may not redeem the Deferred Compensation Obligations prior to an applicable distribution event. The Deferred Compensation Obligations are not convertible into another security of PNC. The Deferred Compensation Obligations will not have the benefit of a negative pledge or any other affirmative or negative covenant on the part of PNC. No trustee has been appointed having the authority to take action with respect to the Deferred Compensation Obligations and each employee participant will be responsible for acting independently with respect to, among other things, the giving of notices, responding to any requests for consents, waivers or amendments pertaining to the Deferred Compensation Obligations, enforcing covenants and taking action upon a default.

The plans are administered by and may be amended or terminated by the Personnel and Compensation Committee of the Board at any time. As required by law, the Plans are limited to a group of management employees. The Plans are also intended to comply with Section 409A of the Internal Revenue Code, where applicable.

Item 5. Interests of Named Experts and Counsel.

Not Applicable.

Item 6. Indemnification of Directors and Officers.

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

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

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

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

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

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

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

Item 8. Exhibits.

The Exhibit Index of this Registration Statement, filed herewith, is incorporated herein by reference. PNC undertakes that the 401(k) Plan has been submitted to the Internal Revenue Service (the “IRS”) and received a favorable determination letter in 2004 that the 401(k) Plan is qualified under Section 401(a) of the Internal Revenue Code, as amended. PNC will make all changes required by the IRS in order to continue the qualification of the 401(k) Plan and will submit the 401(k) Plan and any amendments thereto to the IRS for an updated determination letter in 2010.

Item 9. Undertakings.

The undersigned Registrant hereby undertakes:

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

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

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

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and each filing of the 401(k) Plan's annual report pursuant to Section 15(d) of the Security Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, PNC certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, Commonwealth of Pennsylvania, on January 22, 2009.

THE PNC FINANCIAL SERVICES GROUP, INC.

By: * _____
Samuel R. Patterson
Controller

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* James E. Rohr	Chairman, Chief Executive Officer and Director (Principal Executive Officer)	January 22, 2009
* Richard J. Johnson	Chief Financial Officer (Principal Financial Officer)	January 22, 2009
* Samuel R. Patterson	Controller (Principal Accounting Officer)	January 22, 2009
* Richard O. Berndt	Director	January 22, 2009
* Charles E. Bunch	Director	January 22, 2009
* Paul W. Chellgren	Director	January 22, 2009
* Robert N. Clay	Director	January 22, 2009
* George A. Davidson, Jr.	Director	January 22, 2009
* Kay Coles James	Director	January 22, 2009

* Richard B. Kelson	Director	January 22, 2009
* Bruce C. Lindsay	Director	January 22, 2009
* Anthony A. Massaro	Director	January 22, 2009
* Jane G. Pepper	Director	January 22, 2009
* Donald Shepard	Director	January 22, 2009
* Lorene K. Steffes	Director	January 22, 2009
* Dennis F. Strigl	Director	January 22, 2009
* Stephen G. Thieke	Director	January 22, 2009
* Thomas J. Usher	Director	January 22, 2009

* _____ Director
George H. Walls, Jr.

January 22, 2009

* _____ Director
Helge H. Wehmeier

January 22, 2009

*By: /s/ George P. Long, III
George P. Long, III, Attorney-in-Fact,
pursuant to Powers of Attorney filed
herewith

The 401(k) Plan. Pursuant to the requirements of the Securities Act of 1933, the National City Savings and Investment Plan has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, on January 22, 2009.

NATIONAL CITY SAVINGS AND INVESTMENT PLAN

By: /s/ Shelley J. Seifert
Shelley J. Seifert
Member of the Administrative
Committee for the National City
Savings and Investment Plan

EXHIBIT INDEX

Exhibit 4.1	The PNC Financial Services Group, Inc. Articles of Incorporation, as amended and restated	Incorporated by reference to Exhibit 3.4 to PNC's quarterly report on Form 10-Q for the quarter ended June 30, 2008; Exhibit 4.1 (Statement with Respect to Shares for 9.875% Fixed-to-Floating Rate Non-Cumulative Preferred Stock, Series L) to PNC's Form 8-A filed on December 31, 2008; Exhibit 3.2 (Statement with Respect to Shares for Non-Cumulative Perpetual Preferred Stock, Series M) to PNC's Form 8-K filed on January 2, 2008 (File No. 09501251); and Exhibit 3.1 (Statement with Respect to Shares for Fixed Rate Cumulative Perpetual Preferred Stock, Series N, as amended) to PNC's Form 8-K filed on January 2, 2008 (File No. 09501246)
Exhibit 4.2	By-Laws of PNC Financial Services Group, as amended and restated effective as of December 14, 2005	Incorporated by reference to Exhibit 3.5 PNC's quarterly report on Form 10-Q for the quarter ended September 30, 2005
Exhibit 4.3	The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan, as Amended and Restated effective January 1, 2009	Filed herewith
Exhibit 4.4	The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan, originally effective as of January 1, 1989, as amended and restated	Incorporated by reference to Exhibit 10.4 of PNC's quarterly report on Form 10-Q for the quarter ended June 30, 2004 and to Exhibit 10.8 of PNC's annual report for the year ended December 31, 2005
Exhibit 4.5	The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan, as Amended and Restated effective January 1, 2009	Filed herewith
Exhibit 4.6	The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan, originally effective as of November 21, 1996, as amended and restated	Incorporated by reference to Exhibit 10.7 of PNC's quarterly report on Form 10-Q for the quarter ended June 30, 2004 and to Exhibit 10.8 of PNC's annual report for the year ended December 31, 2005
Exhibit 4.7.1	The National City Savings and Investment Plan	Incorporated by reference to Exhibit 10.33 of National City's annual report on Form 10-K for the year ended December 31, 2002
Exhibit 4.7.2	Amendment No. 1 to the National City Savings and Investment Plan	Incorporated by reference to Exhibit 10.35 of National City's annual report on Form 10-K for the year ended December 31, 2002
Exhibit 4.7.3	Amendment No. 2 to the National City Savings and Investment Plan	Incorporated by reference to Exhibit 10.42 of National City's quarterly report on Form 10-Q for the quarter ended March 31, 2004
Exhibit 4.7.4	Amendment No. 3 to the National City Savings and Investment Plan	Incorporated by reference to Exhibit 10.1 of National City's Post-Effective Amendment No. 3 to Form S-8 Registration Statement No. 333-61712 dated April 19, 2004
Exhibit 4.7.5	Amendment No. 4 to the National City Savings and Investment Plan	Incorporated by reference to Exhibit 10.3 of National City's Post-Effective Amendment No. 3 to Form S-8 Registration Statement No. 333-61712 dated April 19, 2004
Exhibit 4.7.6	Amendment No. 5 to the National City Savings and Investment Plan	Incorporated by reference to Exhibit 10.61 of National City's annual report on Form 10-K for the year ended December 31, 2004
Exhibit 4.7.7	Amendment No. 6 to the National City Savings and Investment Plan	Incorporated by reference to Exhibit 10.62 of National City's annual report on Form 10-K for the year ended December 31, 2005

Exhibit 4.7.8	Amendment No. 7 to the National City Savings and Investment Plan	Filed herewith
Exhibit 4.7.9	Amendment No. 8 to the National City Savings and Investment Plan	Filed herewith
Exhibit 4.7.10	Amendment No. 9 to the National City Savings and Investment Plan	Filed herewith
Exhibit 4.7.11	Amendment No. 10 to the National City Savings and Investment Plan	Filed herewith
Exhibit 4.7.12	Amendment No. 11 to the National City Savings and Investment Plan	Filed herewith
Exhibit 4.7.13	Amendment No. 12 to the National City Savings and Investment Plan	Filed herewith
Exhibit 4.7.14	Amendment No. 13 to the National City Savings and Investment Plan	Filed herewith
Exhibit 4.7.15	Amendment No. 14 to the National City Savings and Investment Plan	Filed herewith
Exhibit 4.7.16	Appendices AO, AP, AQ and AR to the National City Savings and Investment Plan	Incorporated by reference to Exhibit 10.63 of National City's annual report on Form 10-K for the year ended December 31, 2004
Exhibit 4.7.17	Appendices AS, AT, AU and AV to the National City Savings and Investment Plan	Incorporated by reference to Exhibit 10.70 of National City's annual report on Form 10-K for the year ended December 31, 2005
Exhibit 5	Opinion of Counsel	Filed herewith
Exhibit 23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm of The PNC Financial Services Group, Inc.	Filed herewith
Exhibit 23.2	Consent of Deloitte & Touche LLP, former Independent Registered Public Accounting Firm of The PNC Financial Services Group, Inc.	Filed herewith
Exhibit 23.3	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm of National City Corporation	Filed herewith
Exhibit 23.4	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm of BlackRock, Inc.	Filed herewith
Exhibit 23.5	Consent of Counsel	Included in the opinion filed as Exhibit 5 hereto
Exhibit 24	Powers of Attorney	Filed herewith

**THE PNC FINANCIAL SERVICES GROUP, INC.
SUPPLEMENTAL INCENTIVE SAVINGS PLAN**

**Amended and Restated
(Effective January 1, 2009)**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") and certain of its Affiliates previously adopted and presently maintain The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan (the "Plan") originally effective as of January 1, 1989, and restated in its entirety effective as of January 1, 2004 and effective as of July 1, 2004, and subsequently amended by a First Amendment dated December 20, 2005, a Second Amendment dated September 27, 2006, and a Third Amendment dated September 13, 2007;

WHEREAS, the Corporation desires to amend and restate the Plan in its entirety, effective as of January 1, 2009, to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Internal Revenue Code"); and

WHEREAS, effective as of January 1, 2009, deferrals made or first vested under the Plan on and after January 1, 2005 and account balances attributable to such deferrals are to be administered in accordance with the Plan as amended and restated herein, with deferrals made under the Plan prior to January 1, 2005 and vested on December 31, 2004 and account balances attributable to such deferrals to be administered in accordance with the provisions of this Plan in effect at the time of such deferrals (and any subsequent amendments made thereafter and specifically made applicable thereto); and

WHEREAS, section 10 of the Plan authorizes the Corporation to amend or terminate the Plan at any time.

NOW, THEREFORE, in consideration of the foregoing, the Plan is hereby amended and restated in its entirety to read as follows:

SECTION 1

DEFINITIONS

As used in the Plan, initially capitalized terms that are not otherwise defined herein shall have the meaning given to them in the ISP or, as applicable, the RSP. The following words and phrases shall have the meanings assigned to them herein, unless the context otherwise requires.

- 1.1 "Account" means the bookkeeping account established for each Participant who is entitled to a benefit under the Plan. An Account is established only for purposes of determining benefits hereunder and not to segregate assets or to identify assets that may or must be used to satisfy benefits. An Account will be credited with the amounts set forth in section 3 of the Plan and will be credited or debited to reflect deemed investment results under section 5 of the Plan. The Participant's Account will also include (i) amounts deferred under the Plan prior to January 1, 2005 which were vested on December 31, 2004, which will be accounted for separately from amounts deferred on or after January 1, 2005 or amounts deferred prior to that date which vested on or after January 1, 2005, and (ii) amounts representing accounts merged into this Plan from a prior deferred compensation plan, to the extent separate accounting is determined by the Committee or its delegate to be necessary in order to ensure compliance with Code Section 409A of the Code or otherwise.
- 1.2 "Affiliate" means any business entity whose relationship with the Corporation is described in subsection (b), (c) or (m) of Section 414 of the Internal Revenue Code.

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- 1.3 “Annual Cash Incentive Award” has the meaning assigned to such term in the Deferred Compensation Plan.
- 1.4 “Beneficiary” or “Beneficiaries” means the individual or individuals designated by the Participant to receive the balance of the Participant’s Account upon the Participant’s death in accordance with section 6 of the Plan.
- 1.5 “Board” means the Board of Directors of the Corporation.
- 1.6 “Change in Control” means a change of control of the Corporation 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 the Corporation 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 and its subsidiaries, 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 the Corporation representing 20% or more of the combined voting power of the Corporation’s then outstanding securities; provided, however, that such an acquisition of beneficial ownership representing between 20% and 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) the Corporation consummates a merger, consolidation, share exchange, division or other reorganization or transaction of the Corporation (a “Fundamental Transaction”) with any other corporation, other than a Fundamental Transaction that results in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 60% of the combined voting power immediately after such Fundamental Transaction of (i) the Corporation’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 the Corporation approve a plan of complete liquidation or winding-up of the Corporation or an agreement for the sale or disposition (in one transaction or a series of transactions) of all or substantially all of the Corporation’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 the Corporation’s shareholders in connection with such proxy contest was approved by a vote of at least two-thirds 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 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 the Corporation’s shareholders was approved by a vote of at least two-thirds 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 the Corporation will not by itself constitute a Change in Control.

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- 1.7 “Committee” means the committee appointed to administer the ISP.
- 1.8 “Compensation” shall mean the compensation or earnings with respect to which Employer Basic Contributions, Matching Contributions and Elective Deferrals are made under the ISP or RSP, as applicable, determined without regard to any applicable limit under Internal Revenue Code Section 401(a)(17).
- 1.9 “Compensation Threshold” for a year means the amount of compensation designated under Internal Revenue Code Section 414(q)(1)(B) for such year by the Internal Revenue Service.
- 1.10 “Corporate Executive Group” means the group designated as such by the Corporation (or any successor group thereto).
- 1.11 “Corporation” means The PNC Financial Services Group, Inc. and any successors thereto.
- 1.12 “Deferral Election Form” means the document, in a form or forms approved by the Plan Manager (including electronic), whereby a Participant elects to defer a percentage of his or her Compensation. Such percentage may range from 1% to 20% of Compensation per pay period.
- 1.13 “Deferred Compensation Plan” means The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan as amended from time to time.
- 1.14 “Disability” means, except as may otherwise be required by Internal Revenue Code Section 409A, that a Participant either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, is receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. A Participant who has been determined to be eligible for Social Security disability benefits shall be presumed to have a Disability as defined herein.
- 1.15 “Eligible Annual Cash Incentive Award” means: (A) in the case of a participant in the ISP, the amount of a Participant’s Annual Cash Incentive Award, up to the greater of (i) \$25,000 or (ii) 50% of the Annual Cash Incentive Award provided, however, that for a Participant who is not a member of the Corporate Executive Group, the Eligible Annual Cash Incentive Award may not exceed \$250,000; and (B) in the case of a participant in the RSP, 100% of any Annual Cash Incentive Award.
- 1.16 “Elective Contributions” means the amount contributed by the Employee under Section 3.2 of the Plan.
- 1.17 “Employee” means any person employed by an Employer.
- 1.18 “Employer” means the Corporation and any Affiliate that has been designated to participate in the ISP or RSP.
- 1.19 “Employer Basic Contributions” means the amount contributed by the Employer under Section 3.2 of the Plan.
- 1.20 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

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- 1.21 “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
- 1.22 “Hardship” means an unforeseeable emergency that is a severe financial hardship to a Participant resulting from: (i) an illness or accident of the Participant, the Spouse, the Participant’s beneficiary, or the Participant’s dependent (as defined in Internal Revenue Code Section 152, without regard to Internal Revenue Code Sections 152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant’s property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster); or (3) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Withdrawals of amounts because of such unforeseeable emergency will only be permitted to the extent reasonably necessary to satisfy the unforeseeable emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such unforeseeable emergency is or may be relieved:
- (a) through reimbursement or compensation by insurance or otherwise; or
 - (b) by liquidation of the Participant’s assets, to the extent the liquidation of such assets would not itself cause financial hardship.
- The Plan Manager will have the sole and absolute discretion to determine whether a Hardship exists.
- 1.23 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Internal Revenue Code shall be deemed to include any regulation, ruling, or other guidance issued thereunder by the Department of the Treasury or the Internal Revenue Service.
- 1.24 “ISP” means The PNC Financial Services Group, Inc. Incentive Savings Plan as amended from time to time.
- 1.25 “Matching Contributions” has the meaning assigned to such term in the ISP or, as applicable, the RSP.
- 1.26 “Participant” means an Employee who meets the eligibility criteria set forth in section 2 of the Plan and/or has an Account under the Plan.
- 1.27 “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.
- 1.28 “Plan” means The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan, which is the Plan set forth in this document, as amended from time to time.
- 1.29 “Plan Manager” means any individual designated by the Committee to manage the operation of the Plan as herein provided or to whom the Committee has duly delegated any of its duties and obligations hereunder.

- 1.30 "RSP" means the PNC Global Investment Servicing Retirement Savings Plan, as adopted by the Corporation effective July 1, 2004 and as may be amended from time to time.
- 1.31 "Separation From Service" means separation from service within the meaning of Section 409A of the Internal Revenue Code. For purposes of this definition, a Participant shall be deemed to have a Separation from Service on the date on which he and the Employer reasonably anticipate that no further services would be performed after such date or that the level of bona fide services he would perform after such date would permanently decrease to no more than 20% of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of employment if less than 36 months). Notwithstanding the above, no Separation from Service shall be deemed to occur while the Participant is on military leave, sick leave or other bona fide leave of absence until the latest of (i) six months after commencement of the leave, other than for a Disability, (ii) 29 months after commencement of leave as the result of a Disability, or (iii) the date on which the Participant ceases to have a legally protected right to reemployment under an applicable statute or by contract.
- 1.32 "Severance From Service" means the Participant's Separation from Service with The PNC Financial Services Group, Inc. and all of its Affiliates.
- 1.33 "Spouse" means the person to whom the Participant is legally married (as determined under the laws of the state in which the Participant is a resident at the time of marriage).
- 1.34 "Trust" means the grantor trust established by the Corporation to assist in funding its obligations under the Plan.

SECTION 2

ELIGIBILITY FOR PARTICIPATION

An Employee is eligible to participate in the Plan for a Plan Year if the employee is eligible to participate in the ISP or RSP and his or her annual earnings are in excess of the Compensation Threshold. An Employee may also be eligible to participate in the Plan if such employee (i) was a participant in a similar non-qualified plan sponsored by a company that is acquired by an Employer and (ii) the Corporation permits such Employee to participate in the Plan. Once an Employee becomes eligible to participate in the Plan for a Plan Year, then, except as otherwise determined by the Committee, such Participant shall remain eligible to participate in the Plan for subsequent Plan Years, so long as he or she remains eligible to participate in the ISP or RSP.

SECTION 3

BENEFITS

3.1 Deferral Election Form

Each Participant may complete a Deferral Election Form in a form approved by the Plan Manager. The Plan Manager must receive the Participant's Deferral Election Form by the close of PNC's last business day immediately prior to January 1 of each calendar year. Any Deferral Election Form will apply to Compensation for the Participant for each calendar year beginning on such January 1, until changed by the Participant, at which point the Deferral Election Form will only apply to Compensation for each calendar year after such change was made.

3.2 Employer Basic Contributions, Matching Contributions and Elective Contributions

If Employer Basic Contributions, Matching Contributions or Elective Contributions allocated to a Participant's Account under the ISP or as applicable, the RSP, are reduced for any Plan Year to conform to Section 401(a)(17), 415 or 402(g) of the Internal Revenue Code, the Corporation will credit the Participant's Account under this Plan with an amount equal to the difference between (A) the maximum amount of Employer Basic Contributions, Matching Contributions and Elective Contributions to which the Participant would have been entitled pursuant to the Participant's Deferral Election Form if Sections 401(a)(17), 415 and 402(g) of the Internal Revenue Code were not applicable and (B) the amount of Employer Basic Contributions, Matching Contributions and Elective Contributions credited to the Participant under the ISP or, as applicable, the RSP. The Corporation shall make appropriate Matching Contributions not to exceed 6% of Compensation in the case of a Participant who is also a participant in the ISP or, in the case of a Participant who is also a participant in the RSP, not to exceed the amount of Matching Contributions calculated under the terms of the RSP. For the sake of clarity, Employer Basic Contributions, Matching Contributions or Elective Contributions will not be allocated to a Participant's Account until at least one of the limits under Internal Revenue Code Section 401(a)(17), 415 or 402(g) is reached in the ISP or, as applicable, the RSP.

3.3 Deferrals under Deferred Compensation Plan

If a Participant receives an Annual Cash Incentive Award while participating in this Plan and elects to defer payment of the Annual Cash Incentive Award under the Deferred Compensation Plan or is required to defer a portion of their Annual Cash Incentive Award under any mandatory deferral plan, a portion of the Eligible Annual Cash Incentive Award will be transferred to this Plan. The portion that will be allocated to this Plan will equal the percentage of Compensation the Participant has elected to defer under the Plan for the year for which the Annual Cash Incentive Award is earned multiplied by an amount equal to the difference between (A) the Participant's Compensation calculated as if the Participant had not made a deferral under the Deferred Compensation Plan and (B) the Participant's Compensation actually calculated under the ISP or, as applicable, the RSP (i.e., disregarding amounts deferred under the Deferred Compensation Plan and amounts that exceed the limit under Internal Revenue Code Section 401(a)(17)).

3.4 Limitation on Matching Contributions

Notwithstanding any provision of the Plan to the contrary, Matching Contributions shall be limited to a maximum of \$5,000 for any Participant in any calendar year.

3.5 Suspension or Revocation of Deferrals

A Participant's deferral election for a calendar year may be suspended by the Committee or its delegate for the remainder of such calendar year upon the Participant's taking a hardship withdrawal under the ISP or the RSP (as applicable). Such suspension shall apply to any Compensation subject to such deferral election that would otherwise have been payable after the date of such suspension and before the end of such calendar year (including that portion of any Annual Cash Incentive Award that would have been transferred to the Plan under Section 3.3 after the date of such suspension and before the end of such calendar year). In addition, all of a Participant's existing deferral elections will be deemed to have been revoked upon (i) a termination of the Plan or the portion thereof covering the Participant, to the extent permitted under Section 409A of the Internal Revenue Code; or (ii) the Participant's Severance from Service.

SECTION 4

DISTRIBUTION; VESTING

4.1 Time and Manner of Distribution

A Participant's Account will be distributed in cash. Amounts deferred and vested prior to January 1, 2005 will be paid at such time and in such manner as benefits are paid to the Participant under the ISP or RSP. Amounts deferred or first vesting beginning with January 1, 2005 will be distributed as soon as administratively practicable following, but no later than ninety (90) days after, the date that is six months after the date of a Participant's Separation from Service.

4.2 Hardship Distribution

Upon approval of the Committee or its delegate, payment of all or any portion of the Participant's Account will be made in the event of the Participant's Hardship. Payment of any Hardship distribution will be made only in cash in a single lump sum as soon as administratively practicable, but no later than ninety (90) days, after approval. A withdrawal by a Participant on account of a Hardship will have no effect on any amounts remaining in such Participant's Account, and will not have any effect on any current or future Deferral Election Form after the withdrawal.

4.3 Death Benefit

If the Participant's Severance From Service occurs because of the Participant's death, either before or after payments commence, amounts deferred and vested prior to January 1, 2005 will be paid to the Participant's Beneficiary or Beneficiaries under the ISP or RSP at such time and in such manner as benefits are paid to such Beneficiary or Beneficiaries under the ISP or RSP, and amounts deferred or first vesting after January 1, 2005 will be distributed to the Participant's Beneficiary or Beneficiaries hereunder in a single lump-sum payment as soon as administratively practicable following, but no later than ninety (90) days after, the Participant's death.

4.4 Vesting

Amounts in a Participant's Account shall be fully vested at all times, in the case of a Participant who is also a participant in the ISP. In the case of a Participant who is also a participant in the RSP, Matching Contributions shall vest in accordance with the vesting provisions of the RSP.

SECTION 5

INVESTMENT FUNDS

Amounts credited to a Participant's Account under the Plan will be deemed to be invested in the investment fund or funds selected by the Participant in accordance with procedures established by the Plan Manager. The Participant may elect to change the investment fund elections in accordance with procedures established by the Plan Manager. The Committee will, in its sole discretion, determine the various investment funds that will be available for the deemed investment of all Accounts under the Plan. If the Participant fails to select an investment fund or funds with respect to any portion of his or her Account, such portion of his or her Account will be automatically invested in a default investment fund as may be designated from time to time by the Committee, until the Participant provides investment directions in accordance with procedures established by the Plan Manager. The Participant's Account will be valued daily. If, after a Participant's death, the Participant's benefit is to be distributed to the Participant's Beneficiary as part of a series of installment payments, then the Beneficiary shall have the right to select investment funds for the deemed investment of the Participant's Account until such time as final distribution of the Account is completed.

Notwithstanding anything to the contrary in this section 5, any Matching Contributions allocated to a Participant's Account will be deemed to be made in common stock of The PNC Financial Services Group, Inc., unless the Participant redirects these amounts after allocation to any of the other deemed investment funds available. Once a Participant attains age 50, he or she may elect to have any future Matching Contributions deemed to be made in cash.

SECTION 6

DESIGNATION OF BENEFICIARIES

The Participant will designate a Beneficiary or Beneficiaries to receive the balance of the Participant's Account attributable to amounts deferred or first vesting on or after January 1, 2005 upon the Participant's death. Such designation will be on a form approved by the Plan Manager and will not be effective until the Plan Manager receives the form. If no valid Beneficiary designation form is on file with the Plan Manager upon the Participant's death, then the balance of the Participant's Account attributable to amounts deferred or first vesting on or after January 1, 2005 will be payable to the Beneficiary designated by the Participant for the Participant's ISP or RSP account, as applicable. If a Participant does not have a valid Beneficiary designation form on file with the Plan Manager for the Plan and the ISP or RSP, as applicable, or if the Beneficiary does not survive the Participant, the Participant's Account will be distributed in the following order of priority: (i) the Participant's Spouse, (ii) the Participant's issue, per stirpes, (iii) the Participant's parents, (iv) the Participant's brothers and sisters, or (v) the Participant's executors or administrators. For the sake of clarity, Beneficiary designations under any plan that is merged into the Plan (the "Prior Plan") will be honored until a Participant designates a new Beneficiary or Beneficiaries under the Plan or until the Participant revokes his or her prior Beneficiary or Beneficiaries designations under the Prior Plan.

SECTION 7

TRUST FUND

No assets of the Corporation or any Employer shall be segregated or earmarked with respect to any benefits, and all such benefits shall constitute unsecured contractual obligations of the Employer. If the Corporation chooses to contribute to the Trust to offset its obligation under this Plan, all assets or property held by the Trust shall at all times remain subject to the claims of the general creditors of the Corporation or any Employer.

SECTION 8

CLAIMS PROCEDURE

8.1 Initial Claim

Claims for benefits under the Plan shall be filed with the Plan Manager. If any Participant or Beneficiary claims to be entitled to a benefit under the Plan and the Plan Manager determines that such claim should be denied in whole or in part, the Plan Manager shall notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) information as to the steps to be taken if the person wishes to submit a request for review. Such notification will be given within 90 days after the Plan Manager receives the claim. If such notification is not given within such period, the claim will be considered denied as of the last day of such period and such person may request a review of his or her claim.

8.2 Review Procedure

Within 60 days after the date on which a Participant or Beneficiary receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred) such person (or his or her duly authorized representative) may (i) file a written request with the Committee for a review of his or her denied claim and of pertinent documents, and (ii) submit written issues and comments to the Committee. The Committee will notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain

specific reasons for the decision as well as specific references to pertinent Plan provisions. The decision on review will be made within 60 days after the request for review is received by the Committee. If the decision on review is not made within such period, the claim will be considered denied.

8.3 Claims and Review Procedure Not Mandatory After a Change in Control

After the occurrence of a Change in Control, the claims procedure and review procedure provided for in this section 8 shall be provided for the use and benefit of Participants who may choose to use such procedures, but compliance with the provisions of this section 8 shall not be mandatory for any Participant claiming benefits after a Change in Control. It shall not be necessary for any Participant to exhaust these procedures and remedies after a Change in Control prior to bringing any legal claim or action, or asserting any other demand, for payments or other benefits to which such Employee claims entitlement.

SECTION 9

ADMINISTRATION; DELEGATION

The Committee shall administer the Plan. The Committee shall have the same rights, powers and duties as specified in the ISP.

This Plan is intended to be "a plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of sections 201(2), 301(a)(3) and 401(a)(1) of ERISA and shall be administered in a manner consistent with that intent.

The Board or the Committee may, in its sole discretion, delegate authority hereunder, including but not limited to delegating authority to modify, amend, administer, interpret, construe or vary the Plan, to the extent permitted by applicable law or administrative or regulatory rule. Responsibility for the day-to-day administration of the Plan has been delegated to the Plan Manager.

All administrative costs and expenses of the Plan will be allocated among and deducted from Accounts of all Participants on a pro rata basis in accordance with procedures determined by the Plan Manager.

SECTION 10

AMENDMENT AND TERMINATION

The Corporation, by action of the Personnel and Compensation Committee of the Board or its delegate, retains the right to modify, amend or terminate the Plan in whole or part; provided, however, that no modification, amendment or termination shall, without the consent of the Participant, adversely affect the rights of that Participant to the benefits that have accrued under this Plan before such modification, amendment or termination. Notice of every such modification, amendment or termination shall be given in writing to each Participant. In the event of any termination of the Plan or any portion thereof, payment of affected Participants' Accounts shall be made under and in accordance with the terms of the Plan and the applicable elections, except that the Committee may determine, in its sole discretion, to accelerate payments to all such Participants if and to the extent that such acceleration is permitted under Section 409A of the Internal Revenue Code.

After a Change in Control, the Plan may not be amended in any manner that adversely affects the administration or payment of a Participant's benefits hereunder (including but not limited to the timing and form of payment of benefits hereunder) without the consent of the Participant nor may the provisions of this section 10 or section 11 be amended after a Change in Control with respect to a Participant without the written consent of the Participant; provided, however, that the failure of a Participant to consent to any such amendment shall not impair the ability of the Corporation to amend the Plan with respect to any other Participant who has consented to such amendment.

SECTION 11

SUCCESSORS

In addition to any obligations imposed by law upon any successor(s) to the Corporation and the Employers, the Corporation and the Employers shall be obligated to require any successor(s) (whether direct or indirect, by purchase, merger, consolidation, operation of law, or otherwise) to all or substantially all of the business and/or assets of the Corporation and the Employers to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Corporation and the Employers would be required to perform it if no such succession had taken place; in the event of such a succession, references to "Corporation" and "Employers" herein shall thereafter be deemed to include such successor(s). Except as set forth in the preceding sentence, the Corporation's and the Employers' obligations under this Plan are not assignable or transferable except, in the discretion of the Corporation, to (i) any corporation, partnership or limited liability company which acquires all or substantially all of the assets of an Employer or (ii) any corporation, partnership or limited liability company into which an Employer may be merged or consolidated.

SECTION 12

GOVERNING LAW

The Plan shall be governed according to the laws of the Commonwealth of Pennsylvania to the extent not preempted by federal law.

SECTION 13

MISCELLANEOUS

13.1 **Liability of the Board and the Committee**

Neither the Board, the Committee, the Plan Manager nor any of their respective delegates will be liable to any person for any action taken or admitted in connection with the administration, interpretation, construction or variance of the Plan.

13.2 **No Contract of Employment**

Participation in the Plan does not give any person any right to be retained in the service of the Corporation or any Affiliate. The right and power of the Corporation or any Affiliate to terminate any Employee is expressly reserved.

13.3 **Compensation under Other Plans**

Any amount deferred and/or payable under this Plan shall not be considered Compensation for the purpose of computing benefits to which such Participant may be entitled under any qualified pension plan (as that term is defined in section 3(3) of ERISA) or other arrangement of the Corporation or an Affiliate for the benefit of Employees, except as specified in such plan or arrangement.

13.4 **Withholding**

The Corporation or an Affiliate shall have the right to deduct from payment of any amount under the Plan any taxes required by law to be withheld from a Participant or Beneficiary with respect to such payment.

13.5 Spendthrift Clause

The interests of Participants and their Beneficiaries under the Plan are not in any way subject to their debts or other obligations and may not be voluntarily or involuntarily sold, transferred, or assigned, except to the extent otherwise required by law. For the sake of clarity, domestic relations orders purporting to assign benefits under the Plan do not apply to the Plan.

13.6 Severability

Whenever possible, each provision of this Plan shall be interpreted in such manner as to be effective and valid under applicable law (including the Internal Revenue Code), but if any provision of the Plan shall be held to be prohibited by or invalid under applicable law, then (i) such provision shall be deemed to be amended to, and to have contained from the outset such language as shall be necessary to, accomplish the objectives of the provision as originally written to the fullest extent permitted by law, and (ii) any other provisions of this Plan shall remain in full force and effect.

13.7 Construction

No rule of strict construction shall be applied against the Corporation, Affiliate, Committee, Board or any other person regarding the interpretation of any terms of this Plan or any rule or procedure established by the Committee.

Where the context allows, words in the masculine gender shall include the feminine and neuter genders, the plural shall include the singular and the singular shall include the plural.

The captions of sections and paragraphs of this Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13.8 Corporation and Affiliate Liability

Whenever, in the Committee's or the Plan Manager's opinion, any person entitled to receive any payment is under a legal disability, a minor, or incapacitated in any way, so as to be unable to manage his or her financial affairs, the Corporation or an Affiliate, at its discretion, may make such payment for the benefit of such person to his or her legal representative, or to a relative or friend of such person for his or her benefit, or it may apply the payment for the benefit of such person in any manner it deems advisable. When the Corporation or an Affiliate makes any payment pursuant to this subsection, it shall be considered as a complete discharge of its liability for the making of such payments under the Plan.

13.9 Entire Agreement

This writing constitutes the final and complete embodiment of the understandings of the parties hereto and all prior understandings and communications of the parties oral or written concerning this Plan are hereby renounced, revoked and superseded.

13.10 Notices

All notices to the Corporation hereunder shall be delivered to the attention of the Committee or to the Plan Manager acting on its behalf. Any notice or filing required or permitted to be given to the Committee or the Corporation under this Plan shall be sufficient if in writing and hand delivered, or sent by registered or certified mail, to the Committee or to the Plan Manager, at the principal office of the Corporation. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark or the receipt for registration or certification.

13.11 Impact of Merger of BlackRock, Inc. and Merrill Lynch Investment Advisors

As a result of the merger of BlackRock, Inc. and Merrill Lynch Investment Advisors on September 29, 2006 (the "Merger"), the liabilities under the Plan associated with employees of BlackRock, Inc. and its subsidiaries were transferred to and assumed by BlackRock, Inc. under the BlackRock, Inc. Voluntary Deferred Compensation Plan on September 29, 2006. As a result of the Merger and such transfer, employees of BlackRock, Inc. and its subsidiaries no longer participate in the Plan and have no right to payment hereunder.

13.12 Merger of Mercantile Bankshares Corporation and Participating Affiliates Supplemental 401(k) Plan into the Plan

The Mercantile Bankshares Corporation and Participating Affiliates Supplemental 401(k) Plan (the "Mercantile Plan") merged into the Plan effective September 15, 2007. Under the Plan, each individual who had an account balance merged into the Plan from the Mercantile Plan has an Account equal to or greater than the account balance such individual had under the Mercantile Plan immediately before the merger.

13.13 Compliance with Law

The Plan is intended to comply with applicable law. Without limiting the foregoing, the Plan is intended to comply with the applicable requirements of Internal Revenue Code Section 409A, and will be administered in accordance with Internal Revenue Code Section 409A to the extent that Internal Revenue Code Section 409A applies to the Plan. Notwithstanding any provision of the Plan to the contrary, distributions from the Plan may only be made in a manner, and upon an event, permitted by Internal Revenue Code Section 409A. If any payment or benefit cannot be provided or made at the time specified herein without incurring penalties under Internal Revenue Code Section 409A, then such benefit or payment will be provided in full at the earliest time thereafter when such penalties will not be imposed. To the extent that any provision of the Plan would cause a conflict with the applicable requirements of Internal Revenue Code Section 409A, or would cause the administration of the Plan to fail to satisfy the applicable requirements of Internal Revenue Code Section 409A, such provision shall be deemed null and void to the extent permitted by applicable law.

* * * *

Executed and adopted by the Chief Human Resources Officer of The PNC Financial Services Group, Inc. this 31st day of December, 2008.

/s/ Joan L. Gulley

Joan L. Gulley

Senior Vice President and Chief Human Resources Officer

**THE PNC FINANCIAL SERVICES GROUP, INC. AND AFFILIATES
DEFERRED COMPENSATION PLAN**

**Amended and Restated
(Effective as of January 1, 2009)**

WHEREAS, The PNC Financial Services Group, Inc. (the "Corporation") and certain of its Affiliates previously adopted and presently maintain The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan (the "Plan"), originally effective as of November 21, 1996, and the Corporation amended and restated the Plan effective as of February 18, 2004 and effective as of July 1, 2004, and subsequently amended the Plan by a First Amendment dated December 5, 2005 and by a Second Amendment dated September 13, 2007;

WHEREAS, the Corporation desires to amend and restate the Plan in its entirety, effective as of January 1, 2009, to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Internal Revenue Code"); and

WHEREAS, effective as of January 1, 2009, deferrals made or vested under the Plan on and after January 1, 2005 and account balances attributable to such deferrals are to be administered in accordance with the Plan as amended and restated herein, with deferrals made under the Plan prior to January 1, 2005 and account balances attributable to such deferrals to be administered in accordance with the provisions of this Plan in effect at the time of such deferrals (and any subsequent amendments made thereafter and specifically made applicable thereto); and

WHEREAS, Section 10 of the Plan authorizes the Corporation to amend or terminate the Plan at any time.

NOW, THEREFORE, in consideration of the foregoing, the Plan is hereby amended and restated in its entirety to read as follows:

SECTION 1- DEFINITIONS

- 1.1 "Account" means the bookkeeping account established for each Participant who is entitled to a benefit under the Plan. An Account is established only for purposes of determining the amount of benefits hereunder and not to segregate assets or to identify assets that may or must be used to satisfy benefits. An Account will be credited with Deferral Amounts set forth in Section 3 of the Plan and will be credited or debited to reflect deemed investment results under Section 5 of the Plan. The Participant's "Account" will also include (i) amounts deferred under deferral elections made before January 1, 1996, which pre-1996 deferrals will be accounted for separately from Deferral Amounts for and after 1996, (ii) amounts, other than pre-1996 deferrals, which were deferred under the Plan prior to January 1, 2005, and which will be accounted for separately from pre-1996 deferrals and from amounts deferred on or after January 1, 2005, (iii) amounts, other than pre-1996 deferrals, which were deferred under the Plan prior to January 1, 2005 but vested after December 31, 2004, and which will be accounted for separately from pre-1996 deferrals and from amounts deferred on or after January 1, 2005; and (iv) amounts representing accounts merged into this Plan from a prior deferred compensation plan, to the extent separate accounting is determined by the Committee or its delegate to be necessary in order to ensure compliance with Section 409A of the Internal Revenue Code or otherwise, including without limitation amounts included in this Plan as the result of the mergers of the Mercantile Plan and the Sterling Plan into this Plan. The Participant's Account will also include any amounts deferred that are subject to restrictions and the possibility of forfeiture under the terms of any Annual Cash Incentive Award made under any incentive plan.

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- 1.2 “Affiliate” means any business entity whose relationship with the Corporation is as described in Subsection (b), (c) or (m) of Section 414 of the Internal Revenue Code.
- 1.3 “Annual Cash Incentive Award” means: (a) any incentive award, including incentive awards otherwise payable in the form of the Corporation’s stock, granted to the Participant under an incentive plan designated by the Plan Manager as participating; (b) any other cash bonus or incentive compensation payment that may be designated by the Plan Manager as eligible for deferral hereunder; and (c) any Severance Agreement Amount.
- 1.4 “Beneficiary” or “Beneficiaries” means the individual or individuals designated by the Participant to receive the balance of the Participant’s Account upon the Participant’s death in accordance with Section 6 of the Plan.
- 1.5 “Board” means the Board of Directors of the Corporation.
- 1.6 “Change in Control” means a change of control of the Corporation 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 the Corporation 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 and its subsidiaries, 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 the Corporation representing 20% or more of the combined voting power of the Corporation’s then outstanding securities; provided, however, that such an acquisition of beneficial ownership representing between 20% and 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) the Corporation consummates a merger, consolidation, share exchange, division or other reorganization or transaction of the Corporation (a “Fundamental Transaction”) with any other corporation, other than a Fundamental Transaction that results in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 60% of the combined voting power immediately after such Fundamental Transaction of (i) the Corporation’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 the Corporation approve a plan of complete liquidation or winding-up of the Corporation or an agreement for the sale or disposition (in one transaction or a series of transactions) of all or substantially all of the Corporation’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 the Corporation’s shareholders in connection with such proxy contest was approved by a vote of at least two-thirds 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 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 the Corporation's shareholders was approved by a vote of at least two-thirds 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 the Corporation will not by itself constitute a Change in Control.

1.7 "Committee" means the Personnel and Compensation Committee of the Board.

1.8 "Compensation Threshold" for a year means the amount of compensation designated under Internal Revenue Code Section 414(q)(1)(B) for such year by the Internal Revenue Service.

1.9 "Corporate Executive Group" means the group designated as such by the Corporation (or any successor group thereto).

1.10 "Corporation" means The PNC Financial Services Group, Inc. and any successors thereto.

1.11 "Deferral Amount" means the amount credited to the Participant's Account in accordance with the Participant's Deferral Election less any amounts transferred to the SISF. The term "Deferral Amount" will not include any gains or losses credited or debited thereto.

1.12 "Deferral Election" means the Participant's irrevocable election to defer all or any portion of any Eligible Annual Cash Incentive Award otherwise payable to a Participant by timely delivery to the Plan Manager of a Deferral Election Form.

1.13 "Deferral Election Form" means a document, in a form or forms approved by the Plan Manager, including electronic, whereby the Participant elects to defer up to all or a portion of any Annual Cash Incentive Award otherwise payable to the Participant and designates when payment of the portion of the Participant's Account attributable to such Deferral Amount, including earnings thereon, will commence and the form of payment. In the case of a Severance Agreement Amount, Deferral Election shall mean an election to defer the same portion of the Severance Agreement Amount with the same payment distribution elections as the Participant had elected on a timely delivered Deferral Election Form with respect to any Section 1.3(a) or Section 1.3(b) bonus for the referenced year. Such Deferral Election and Deferral Election Form shall apply to the Severance Agreement Amount notwithstanding that Participant had incurred a Severance from Service at the time the Severance Agreement Amount would be made absent the Deferral Election and that such payment amount is provided pursuant to a Severance Agreement rather than pursuant to a participating incentive plan.

1.14 "Disability" means, except as may otherwise be required by Internal Revenue Code Section 409A, that a Participant either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, is receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. A Participant who has been determined

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- to be eligible for Social Security disability benefits shall be presumed to have a Disability as defined herein. The definition of Disability contained in the Plan shall have no impact or effect on any determination regarding disability made under any other employee benefit plan of the Employer.
- 1.15 “Distribution Date” means the next regular pay following the annual payment date designated by the Participant on the Participant’s Deferral Election Form for all distributions, except for distributions on account of Hardship. The Participant may designate January 15 or July 15 as the applicable annual Distribution Date.
- 1.16 “Eligible Annual Cash Incentive Award” means: (A) in the case of a participant in the ISP, the amount of the Participant’s Annual Cash Incentive Award up to the greater of (a) \$25,000 or (b) 50% of the Annual Cash Incentive Award; provided, however, that for a Participant who is not a member of the Corporate Executive Group, the Eligible Annual Cash Incentive Award may not exceed \$250,000; and (B) in the case of a participant in the RSP, 100% of any Annual Cash Incentive Award.
- 1.17 “Employee” means any person employed by an Employer.
- 1.18 “Employer” means the Corporation and any Affiliate that has been designated by the Plan Manager as an Employer hereunder and listed in Schedule A hereto.
- 1.19 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
- 1.20 “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
- 1.21 “Hardship” means an unforeseeable emergency that is a severe financial hardship to a Participant resulting from: (i) an illness or accident of the Participant, the Spouse, the Participant’s beneficiary, or the Participant’s dependent (as defined in Internal Revenue Code Section 152, without regard to Internal Revenue Code Sections 152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant’s property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster); or (3) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Withdrawals of amounts because of such unforeseeable emergency will only be permitted to the extent reasonably necessary to satisfy the unforeseeable emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such unforeseeable emergency is or may be relieved:
- (a) through reimbursement or compensation by insurance or otherwise; or
 - (b) by liquidation of the Participant’s assets, to the extent the liquidation of such assets would not itself cause financial hardship.
- The Plan Manager will have the sole and absolute discretion to determine whether a Hardship exists.
- 1.22 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Internal Revenue Code shall be deemed to include any regulation, ruling, or other guidance issued thereunder by the Department of the Treasury or the Internal Revenue Service.

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- 1.23 “ISP” means The PNC Financial Services Group, Inc. Incentive Savings Plan as amended from time to time.
- 1.24 “ISP Administrative Committee” means the committee appointed to administer the ISP.
- 1.25 “Mercantile Plan” means the Mercantile Bankshares Corporation Deferred Compensation Plan, which was merged into this Plan effective September 15, 2007.
- 1.26 “Participant” means any Employee who meets the eligibility criteria set forth in Section 2 of the Plan and/or has an Account under the Plan.
- 1.27 “Pension Plan” means The PNC Financial Services Group, Inc. Pension Plan, as amended from time to time.
- 1.28 “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.
- 1.29 “Plan” means The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan, which is the Plan set forth in this document, as amended from time to time.
- 1.30 “Plan Manager” means any individual designated by the Committee to manage the operation of the Plan as herein provided or to whom the Committee has duly delegated any of its duties and obligations hereunder.
- 1.31 “Retirement” means the Participant’s Severance from Service at any time and for any reason (other than death, termination for cause, or termination in connection with a divestiture of assets or of one or more subsidiaries of the Corporation) on or after the first day of the first month after a Participant has attained age 55 and completed five years of Vesting Service. For those account balances merged into the Plan from the Mercantile Plan, as provided in Section 13.11 of the Plan, “Retirement” is to be defined as such term was defined in the Mercantile Plan. For those account balances merged into the Plan from the Sterling Plan, as provided in Section 13.11 of the Plan, “Retirement” is to be defined as such term was defined in the Sterling Plan.
- 1.32 “RSP” means the PNC Global Investment Servicing Retirement Savings Plan, as adopted by the Corporation effective July 1, 2004 and as it may be amended from time to time.
- 1.33 “Separation From Service” means separation from service within the meaning of Section 409A of the Internal Revenue Code. For purposes of this definition, a Participant shall be deemed to have a Separation from Service on the date on which he and the Employer reasonably anticipate that no further services would be performed after such date or that the level of bona fide services he would perform after such date would permanently decrease to no more than 20% of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of employment if less than 36 months). Notwithstanding the above, no Separation from Service shall be deemed to occur while the Participant is on military leave,

sick leave or other bona fide leave of absence until the latest of (i) six months after commencement of the leave, other than for a Disability, (ii) 29 months after commencement of leave as the result of a Disability, or (iii) the date on which the Participant ceases to have a legally protected right to reemployment under an applicable statute or by contract.

- 1.34 "Severance Agreement" means any Change of Control Employment Agreement or similar agreement between the Corporation and an executive of the Corporation that provides for the application of a deferral election with respect to an annual bonus for the year immediately prior to the year in which termination of the executive's employment occurs to certain amounts otherwise payable as a prior year bonus under such agreement.
- 1.35 "Severance Agreement Amount" means any amount otherwise payable to the Participant under a Severance Agreement as an annual bonus for the year immediately prior to the year in which the Participant's Severance from Service occurs, where the Participant had previously made a timely irrevocable Deferral Election with respect to any portion of Participant's annual bonus, if any, for that same prior year.
- 1.36 "Severance From Service" means the Participant's Separation from Service with The PNC Financial Services Group, Inc. and all of its Affiliates.
- 1.37 "SISP" means The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan, adopted as of January 1, 1989, and as it may be amended from time to time.
- 1.38 "Spouse" means the person to whom the Participant is legally married on the relevant date (as determined under the laws of the state in which the Participant is a resident at the time of marriage).
- 1.39 "Sterling Plan" means the Sterling Financial Corporation Deferred Compensation Plan.
- 1.40 "Trust" means the grantor trust established by the Corporation to assist in funding its obligations under the Plan.
- 1.41 "Vesting Service" has the meaning assigned such term in the Pension Plan.

SECTION 2 - ELIGIBILITY FOR PARTICIPATION

In general, an Employee may be eligible to participate in the Plan for a Plan Year if: (i) his or her annual earnings are in excess of the Compensation Threshold for such Plan Year; (ii) his or her employer is the Corporation or an Affiliate that has been designated by the Plan Manager as an Employer for purposes of the Plan; and (iii) the Employee is participating in a cash incentive plan that pays annually and is eligible for deferral hereunder. The decision as to whether an Employee is eligible to participate in the Plan is reserved to the Plan Manager in his or her sole discretion.

SECTION 3 - BENEFITS

3.1 Deferral Amount

Any Employee who is eligible to participate in the Plan pursuant to the criteria set forth in Section 2 of the Plan may elect to defer payment of all or any part of an Eligible Annual Cash Incentive Award by designating either a dollar amount or a percentage of such Eligible Annual Cash Incentive Award for deferral; provided, however, that (i) the Participant's gross Deferral Amount may not be less than \$5,000 for any single deferral; and (ii) if the participant designates a dollar amount for deferral and 100% of his Annual Cash Incentive Award is less than such amount, then his deferral will be equal to 100% of the Annual Cash Incentive Award (if such amount is at least \$5000). If a percentage election (or deemed election under (iii) above) would produce a Deferral Amount of less than \$5000, no deferral shall be made.

If the Participant also participates in the ISP or, as applicable, the RSP at the time of an Annual Cash Incentive Award, a portion of the Eligible Annual Cash Incentive Award amount that the Participant elects to defer under this Plan will be transferred to the SISP. The portion that will be allocated to the SISP will equal the percentage of "Compensation" (as defined in the ISP or, as applicable, the RSP) that the Participant has elected to defer under the SISP for the year for which the Annual Cash Incentive Award is earned multiplied by an amount equal to the difference between (a) the Participant's "Compensation" under the ISP or, as applicable, the RSP calculated as if Internal Revenue Code Section 401(a)(17) were not applicable and the Participant had not made a deferral under this Plan, and (b) the Participant's "Compensation" actually calculated under the ISP or, as applicable, the RSP. Amounts transferred to the SISP will be subject to the terms and conditions of the SISP.

3.2 Deferral Election Form

The Plan Manager must receive the Participant's Deferral Election Form by the close of PNC's last business day immediately prior to January 1 of each calendar year for which the Participant is eligible to make a Deferral Election hereunder. Any Deferral Election Form will apply only to an Eligible Annual Cash Incentive Award granted to the Participant for the calendar year (or any portion of the calendar year) beginning on such January 1. Each Deferral Election Form will also specify the year in which payment will commence, the form of distribution and the applicable Distribution Date.

Notwithstanding any provision in the Plan to the contrary, a Participant is permitted to file a Deferral Election Form with the Plan Manager for any Eligible Annual Cash Incentive Award that is performance-based compensation, as defined under Internal Revenue Code Section 409A and the regulations thereunder, at any date established by the Committee that is at least six months before the end of the relevant performance period related to such performance-based compensation.

3.3 Stock Deferrals

From time to time, certain of the Corporation's eligible incentive plans may permit or require Participants to defer incentive awards under this Plan that they would otherwise receive in the form of restricted shares of the Corporation's common stock ("Stock Deferrals"). Such Stock Deferrals may also be subject to such terms and conditions as may be imposed by the Corporation under the terms of the incentive plans or the individual awards under such plans, including, but not limited to, execution of such agreements between the Corporation and the Participant as may be required by the Corporation as a condition to receipt of the award and its eligibility for deferral under this Plan.

Stock Deferrals will be credited to Participants' Accounts as set forth in Section 1.1 of the Plan. Stock Deferrals will be subject to any restricted period as may be applicable to the underlying incentive award, and will be deemed to be invested in the Corporation's common stock during any such restricted period and may not be transferred to other deemed investments until

the restricted period has terminated. Distributions from the Stock Deferral portion of Accounts will not be permitted until any restricted period has terminated. Hardship distributions made pursuant to Section 4.3 of the Plan will not include any portion of a Participant's Account attributable to Stock Deferrals.

3.4 Suspension or Revocation of Deferrals

A Participant's deferral election for a calendar year may be suspended by the Committee or its delegate for the remainder of such calendar year upon the Participant's taking a hardship withdrawal under the ISP or the RSP (as applicable). Such suspension shall apply to any Eligible Annual Cash Incentive subject to such Deferral Election that would otherwise have been payable after the date of such suspension and before the end of such calendar year. In addition, all of a Participant's existing deferral elections will be deemed to have been revoked upon (i) a termination of the Plan or the portion thereof covering the Participant, to the extent permitted under Section 409A of the Internal Revenue Code; or (ii) the Participant's Severance from Service (except with respect to a Severance Agreement Amount).

SECTION 4 - DISTRIBUTION OF DEFERRAL AMOUNTS AND PARTICIPANT ACCOUNTS

4.1 Time of Distribution

Distributions of the Participant's Account attributable to any Deferral Amount will commence either on a specified Distribution Date or on the first Distribution Date that is at least six months after the Participant's Severance from Service, in accordance with the Participant's Deferral Election Form; provided, however, that no Participant may elect to defer the payment of any Deferral Amount for a period of less than one full calendar year; and provided, further, that (i) if a Participant incurs a Severance from Service which is not due to Retirement, death or Disability, or (ii) if the Participant fails to select a time when payment of the Participant's Account attributable to any Deferral Amount will commence, payment of the Participant's entire Account (in the case of (i) above) or such portion of the Participant's Account (in the case of (ii) above) will be made as of the first Distribution Date that is at least six months after the Participant's Severance From Service.

4.2 Manner of Distribution

All distributions will be payable in a lump sum or annual installments over a period designated by the Participant not to exceed the lesser of 10 years or the life expectancy of the Participant (or the joint life expectancy of the Participant's and the Participant's designated beneficiary), based upon life expectancy tables approved by the Plan Manager. The form of distribution applicable to a Participant's Account attributable to any Deferral Amount will be elected at the time of the Participant's Deferral Election on each Deferral Election Form; provided, however, that if (i) a Participant incurs a Severance from Service which is not due to Retirement, death or Disability, or (ii) the Participant fails to select a form for the payment of a Participant's Account attributable to any Deferral Amount, payment of the Participant's entire Account (in the case of (i) above) or such portion of the Participant's Account (in the case of (ii) above) will be made in the form of a lump sum. Except as otherwise provided in Section 13.13, a Participant who has not already commenced receiving installment distributions with respect to a Deferral Amount may subsequently change the time or form of distribution for the portion of his or her Account attributable to such Deferral Amount only if (i) such change is made by filing a new Deferral Election Form no later than twelve (12) months prior to the Distribution Date for such portion of his or her Account, (ii) such change is not effective unless twelve (12) months have elapsed from the date on which the change is made, and (iii) such change defers the Distribution Date for such portion of his or her Account by at least five (5) years from the Distribution Date applicable under the prior Deferral Election Form. No more than two (2) changes may be made in prior elections with respect to any portion of the Participant's Account applicable to a Deferral Amount. If applicable, the first annual installment payment will be made as soon as may be practicable after the Distribution Date in the year designated by the Participant with the remaining installments (if any) continuing to be payable as soon as may be practicable after the same Distribution Date in each year thereafter.

Notwithstanding any provision in the Plan to the contrary, any account balances merged into the Plan from the Mercantile Plan and the Sterling Plan, as provided in Section 13.11 of the Plan, will be distributed in accordance with the distribution provisions of the Mercantile Plan or the Sterling Plan, as applicable, and the distribution elections previously elected under the Mercantile Plan and the Sterling Plan (and in the case of the Sterling Plan, any special provisions with respect to the timing and form of payment upon the occurrence of a "Change in Control" of Sterling Financial Corporation). Except as otherwise provided in Section 13.13, former participants in the Mercantile Plan or the Sterling Plan may change their previous distribution election under the Mercantile Plan or the Sterling Plan, as applicable; provided, that such change will be effective only if (i) such change is made by filing a new Deferral Election Form no later than twelve (12) months prior to the original distribution date applicable under the Mercantile Plan or the Sterling Plan, (ii) such change is not effective unless twelve (12) months have elapsed from the date on which the change is made, and (iii) such change defers the distribution date by at least five (5) years from the originally applicable distribution date.

4.3 Hardship Distribution

Upon approval of the Plan Manager, payment of all or any portion of the Participant's Account will be made in the event of the Participant's Hardship. Payment of any Hardship distribution will be made only in cash in a single lump sum as soon as administratively practicable, but no later than ninety (90) days, after approval. A withdrawal by a Participant on account of a Hardship will have no effect on any amounts remaining in such Participant's Account, and will not have any effect on any current or future Deferral Election after the withdrawal.

4.4 Death Benefit

If the Participant's Severance From Service occurs because of the Participant's death, either before or after payments commence, the balance of the Participant's Account will be distributed to the Participant's Beneficiary or Beneficiaries in a single lump-sum payment within 90 days of the Participant's death.

SECTION 5 - INVESTMENT FUNDS

Deferral Amounts credited to a Participant's Account under the Plan will be deemed to be invested in the investment fund or funds selected by the Participant in accordance with procedures established by the Plan Manager. The Participant may elect to change the investment fund elections in accordance with procedures established by the Plan Manager. The ISP Administrative Committee will, in its sole discretion, determine the various investment funds that will be available for the deemed investment of all Deferral Amounts. If the Participant fails to select an investment fund or funds with respect to any Deferral Amount, such Deferral Amount will be automatically invested in a short-term investment fund as may be designated from time to time by the ISP Administrative Committee, until the Participant provides investment directions in accordance with procedures established by the Plan Manager. The Participant's Account will be valued daily.

The Committee or its delegate, in its sole and absolute discretion, will establish procedures for allocating earnings to the Participant's Account.

SECTION 6 - DESIGNATION OF BENEFICIARIES

The Participant will designate a Beneficiary or Beneficiaries to receive the balance of the Participant's Account upon the Participant's death. Such designation will be on a form approved by the Plan Manager and will not be effective until the Plan Manager receives the form. If no valid Beneficiary designation form is on file with the Plan Manager upon the Participant's death, then the balance of the Participant's Account will be payable to the Beneficiary designated by the Participant under the Employer's group life insurance plan, or, if no such designation exists, to the Participant's estate. For the sake of clarity, Beneficiary or Beneficiaries designations under any plan that is merged into the Plan (the "Prior Plan") will be honored until a Participant designates a new Beneficiary or Beneficiaries under the Plan or until the Participant revokes his or her prior Beneficiary or Beneficiaries designations under the Prior Plan.

SECTION 7 - TRUST FUND

No assets of the Corporation or any Employer will be segregated or earmarked with respect to any Deferral Amounts and all such amounts will constitute unsecured contractual obligations of the Employer. If the Corporation chooses to contribute to the Trust to offset its obligation under this Plan, all assets or property held by the Trust will at all times remain subject to the claims of the general creditors of the Corporation or any Employer.

SECTION 8 - CLAIMS PROCEDURE

8.1 Initial Claim

Claims for benefits under the Plan will be filed with the Plan Manager. If any Participant or Beneficiary claims to be entitled to a benefit under the Plan and the Plan Manager determines that such claim should be denied, in whole or in part, the Plan Manager will notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain (a) specific reasons for the denial, (b) specific reference to pertinent Plan provisions, (c) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (d) information as to the steps to be taken if the person wishes to submit a request for review. Such notification will be given within 90 days after the Plan Manager receives the claim. If such notification is not given within such period, the claim will be considered denied as of the last day of such period and such person may request a review of his or her claim.

8.2 Review Procedure

Within 60 days after the date on which the Participant or Beneficiary receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such person (or his or her duly authorized representative) may (a) file a written request with the Committee for a review of his or her denied claim and of pertinent documents, and (b) submit written issues and comments to the Committee. The Committee will notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain specific reasons for the decision as well as specific references to pertinent Plan provisions. The decision on review will be made within 60 days after the Committee receives the request for review. If the decision on review is not made within such period, the claim will be considered denied.

8.3 Claims and Review Procedure Not Mandatory After a Change in Control

After the occurrence of a Change in Control, the claims procedure and review procedure provided for in this Section 8 will be provided for the use and benefit of Participants who may choose to use such procedures, but compliance with the provisions of this Section 8 will not be mandatory for any Participant claiming benefits after a Change in Control. It will not be necessary for any Participant to exhaust these procedures and remedies after a Change in Control prior to bringing any legal claim or action, or asserting any other demand, for payments or other benefits to which such Employee claims entitlement.

SECTION 9 - ADMINISTRATION; DELEGATION

The Committee will have the sole and absolute authority to determine eligibility for benefits and administer, interpret, construe and vary the terms of the Plan; provided, however, that after a Change in Control, the Committee will be subject to the direction of the trustee of the Trust with respect to the exercise of the authority granted by this Section 9 and elsewhere in this Plan.

This Plan is intended to be “a plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA and will be administered in a manner consistent with that intent.

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

All administrative costs and expenses of the Plan, to the extent permitted under applicable law, will be allocated among and deducted from Accounts of all Participants on *pro rata* basis in accordance with procedures determined by the Plan Manager.

SECTION 10 - AMENDMENT AND TERMINATION

The Committee will have the sole and absolute discretion to modify, amend or terminate this Plan, in whole or in part, at any time; provided, however, that no modification, amendment or termination will be made that would have the effect of decreasing the amount payable to any Participant or Beneficiary hereunder without the consent of such Participant or Beneficiary. In the event of any termination of the Plan or any portion thereof, payment of affected Participants' Accounts shall be made under and in accordance with the terms of the Plan and the applicable elections, except that the Committee may determine, in its sole discretion, to accelerate payments to all such Participants if and to the extent that such acceleration is permitted under Section 409A of the Internal Revenue Code.

After a Change in Control, the Plan may not be amended in any manner that adversely affects the administration or payment of a Participant's benefits hereunder (including but not limited to the timing and form or payment of benefits hereunder) without the consent of the Participant, nor may the provisions of this Section 10 or Section 11 be amended after a Change in Control with respect to a Participant without the written consent of the Participant; provided, however, that the failure of the Participant to consent to any such amendment will not impair the ability of the Committee to amend the Plan with respect to any other Participant who has consented to such amendment.

SECTION 11 - SUCCESSORS

In addition to any obligations imposed by law upon any successor(s) to the Corporation and the Employers, the Corporation and the Employers will be obligated to require any successor(s) (whether direct or indirect, by purchase, merger, consolidation, operation of law, or otherwise) to all or substantially all of the business and/or assets of the Corporation and the Employers to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Corporation and the Employers would be required to perform it if no such succession had taken place; in the event of such a succession, references to “Corporation” and “Employers” herein will thereafter be deemed to include such successor(s). Except as set forth in the preceding sentence, the Corporation's and the Employers' obligations under this Plan are not assignable or transferable except, in the discretion of the Corporation, to (i) any corporation, partnership or limited liability company which acquires all or substantially all of the assets of an Employer; or (ii) any corporation, partnership or limited liability company into which an Employer may be merged or consolidated.

SECTION 12 - GOVERNING LAW

The Plan will be governed according to the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws provisions, to the extent not preempted by federal law.

SECTION 13 - MISCELLANEOUS

13.1 Liability of the Board and the Committee

Neither the Board nor the Committee will be liable to any person for any action taken or admitted in connection with the administration, interpretation, construction or variance of the Plan.

13.2 No Contract of Employment

Nothing herein will be construed as an offer or commitment by the Corporation or any Affiliate to continue any Participant's employment with it for any period of time.

13.3 Compensation Under Other Plans

Any amount deferred and/or payable under this Plan shall not be considered Compensation for the purpose of computing benefits to which such Participant may be entitled under any qualified pension plan (as that term is defined in section 3(3) of ERISA) or other arrangement of the Corporation or an Affiliate for the benefit of Employees, except as specified in such plan or arrangement.

13.4 Withholding

The Corporation or an Affiliate shall have the right to deduct from payment of any amount under the Plan any taxes required by law to be withheld from a Participant or Beneficiary with respect to such payment.

13.5 Spendthrift Clause

The right of the Participants to any amounts deferred or invested in this Plan will not be transferable or assignable and will not be subject to alienation, encumbrance, garnishment, attachment, execution or levy of any kind, voluntary or involuntary, except when, where and if compelled by applicable law. For the sake of clarity, domestic relations orders purporting to assign benefits under the Plan do not apply to the Plan.

13.6 Severability

Whenever possible, each provision of this Plan will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Plan is held to be prohibited by or invalid under applicable law, then (a) such provision will be deemed to be amended to, and to have contained from the outset such language as is necessary to, accomplish the objectives of the provision as originally written to the fullest extent permitted by law, and (b) other provisions of this Plan will remain in full force and effect.

13.7 Construction

No rule of strict construction shall be applied against the Corporation, any Affiliate, the Committee, the Board, the Plan Manager or any other person regarding the interpretation of any terms of this Plan or any rule or procedure established by the Committee.

Where the context allows, words in the masculine gender shall include the feminine and neuter genders, the plural shall include the singular and the singular shall include the plural.

The captions of sections and paragraphs of this Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13.8 Corporation and Affiliate Liability

Whenever, in the Committee's or the Plan Manager's opinion, any person entitled to receive any payment is under a legal disability, a minor, or incapacitated in any way, so as to be unable to manage his or her financial affairs, the Corporation or an Affiliate, at its discretion, may make such payment for the benefit of such person to his or her legal representative, or to a relative or friend of such person for his or her benefit, or it may apply the payment for the benefit of such person in any manner it deems advisable. When the Corporation or an Affiliate makes any payment pursuant to this subsection, it shall be considered as a complete discharge of its liability for the making of such payments under the Plan.

13.9 Entire Agreement

This writing constitutes the final and complete embodiment of the understandings of the parties hereto and all prior understandings and communications of the parties oral or written concerning this Plan are hereby renounced, revoked and superseded.

13.10 Notices

All notices to the Corporation hereunder shall be delivered to the attention of the Committee or to the Plan Manager acting on its behalf. Any notice or filing required or permitted to be given to the Committee or the Corporation under this Plan shall be sufficient if in writing and hand delivered, or sent by registered or certified mail, to the Committee or to the Plan Manager, at the principal office of the Corporation. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark or the receipt for registration or certification.

13.11 Mergers of Mercantile Plan and Sterling Plan

The Mercantile Plan was merged into the Plan effective September 15, 2007, and the Sterling Plan was merged into the Plan effective January 1, 2009. Under the Plan, each individual who had an account balance merged into the Plan from the Mercantile Plan or the Sterling Plan has an Account equal to or greater than the account balance such individual had under the Mercantile Plan or the Sterling Plan immediately before the merger.

13.12 Compliance with Law

The Plan is intended to comply with applicable law. Without limiting the foregoing, the Plan is intended to comply with the applicable requirements of Internal Revenue Code Section 409A, and will be administered in accordance with Internal Revenue Code Section 409A to the extent that Internal Revenue Code Section 409A applies to the Plan. Notwithstanding any provision in the Plan to the contrary, distributions from the Plan may only be made in a manner, and upon an event, permitted by Internal Revenue Code Section 409A. If any payment or benefit cannot be provided or made at the time specified herein without incurring penalties under Internal Revenue Code Section 409A, then such benefit or payment will be provided in full at the earliest time thereafter when such penalties will not be imposed. To the extent that any provision of the Plan would cause a conflict with the applicable requirements of Internal Revenue Code Section 409A, or would cause the administration of the Plan to fail to satisfy the applicable requirements of Internal Revenue Code Section 409A, such provision shall be deemed null and void to the extent permitted by applicable law.

13.13 Transition Special Election

Participants in the Plan as of November 21, 2008 were provided an opportunity, as permitted under transition guidance issued under Code Section 409A, to file a new payment election on or before December 31, 2008 with respect to their Account attributable to all Deferral Amounts subject to Deferral Election Forms filed in 2004, 2005, 2006 and/or 2007. Any such election made by a Participant shall supersede and replace the elections made on his Deferral Election Forms for all such years for purposes of determining the timing and manner of distribution under Section 4.1 and Section 4.2.

* * * *

Executed and adopted by the Chief Human Resources Officer of The PNC Financial Services Group, Inc. this 31st day of December, 2008.

/s/ Joan L. Gulley

Joan L. Gulley

Senior Vice President and Chief Human Resources Officer

SCHEDULE A - AFFILIATES

PNC Bank, National Association
PNC Investments, LLC
PNC Capital Markets, Inc.
The PNC Financial Services Group, Inc.
PNC Alliance, LLC
PNC Equity Management Inc.
PNC Equipment Finance, LLC
PNC Bank, Delaware
ADVISORport, Inc.
PNC Global Investment Servicing (U.S.) Inc.
PNC Trust Company
PFPC Distributors, Inc.
Midland Loan Services, Inc.
PNC Mezzanine Management Corp
PNC REIT Holding Corp
Harris Williams, LLC
Topanga Insurance Agency, Inc.
PNC ARCS, LLC
Coates Analytics, LP
PNC Realty Investors, Inc.
BB&T AM Distributors, Inc.
Albridge Solutions, Inc.
Bainbridge Securities, Inc.
Town & Country Leasing, LLC
Sterling Financial Trust Co
Church Capital Management, LLC

**AMENDMENT NO. 7
TO THE NATIONAL CITY
SAVINGS AND INVESTMENT PLAN**
(as amended and restated effective January 1, 2001)

National City Corporation, a Delaware corporation, and National City Bank, a national banking association, Trustee, hereby evidence the adoption of this Amendment No. 7 to the National City Savings and Investment Plan, as amended and restated as of January 1, 2001 (the "Plan").

1. Effective April 27, 2006, Section 1.1 of Article I of the Plan is hereby amended by the deletion of Subsection (64) thereunder and the substitution in lieu thereof of a new Subsection (64) to read as follows:

"(64) Variable Pay: Except as provided in the following sentence, the term "Variable Pay" shall mean any overtime pay, bonuses, commissions, incentive compensation payments or other forms of special compensation paid in cash by an Employer to an Employee. Automobile allowances, parking allowances, relocation expense payments, tuition reimbursements, signing bonuses, business expense reimbursements, the value of flex-vacation sold, Employer-paid club dues, cash payments upon the exercise of stock appreciation rights, cash payments upon the exercise of or disposition of stock options, dividends paid upon restricted stock, cash payments of dividend equivalents on restricted stock units, cash payments under any long-term incentive plan, deferred cash payments, Mexican tax refunds, medical supplement adjustment payments and amounts not taxable to an Employee shall not be included in Variable Pay."

This Amendment No. 7 is executed at Cleveland, Ohio this 27th day of April, 2006 but effective as otherwise set forth above.

NATIONAL CITY BANK, TRUSTEE

By: /s/ Christopher J. Dziak
Title: Assistant Vice President

NATIONAL CITY CORPORATION

By: /s/ Jeffrey D. Kelly
Title: Vice Chairman and CFO

By: /s/ Jon N. Couture
Title: Sr. Vice President and Corporate HR Director

**AMENDMENT NO. 8
TO THE NATIONAL CITY
SAVINGS AND INVESTMENT PLAN**
(as amended and restated effective January 1, 2001)

National City Corporation, a Delaware corporation, and National City Bank, a national banking association, Trustee, hereby evidence the adoption of this Amendment No. 8 to the National City Savings and Investment Plan, as amended and restated as of January 1, 2001 (the "Plan").

1. Effective November 30, 2006, Section 1.1 of Article I of the Plan is hereby amended by the deletion of paragraph (a) of subsection (14) thereunder in its entirety and the substitution in lieu thereof of a new paragraph (a) to read as follows:

“(14) Covered Employee: (a) An Employee of an Employer, including a salaried executive officer but not a director, as such, but excluding: (i) any person employed as a student intern, (ii) any person who is a law enforcement officer employed by a local, county or state government and who is hired by an Employer to perform off-duty security services, (iii) any person who is an Employee of an Employer who is included in its Special Project Employee Employment classification, (iv) any Employee who is a nonresident alien and who receives no earned income (within the meaning of Code section 911(d)(2)) from the Controlled Group which constitutes income from sources within the United States (within the meaning of Code section 861(a)(3)), (v) any person who is a leased employee (within the meaning of Section 1.1(20)), or (vi) any employee of Harbor Federal Savings Bank who was not initially hired or rehired after December 31, 2006.”

2. Effective as of the dates set forth herein below, Article XVII of the Plan is hereby amended by adding the following new Sections at the end thereof:

“17.46 Appendix AT – Relating to the acquisition of Harbor Florida Bancshares by National City Corporation Attached hereto and made a part of this Plan is Appendix AT which relates to the acquisition of Harbor Florida Bancshares by National City Corporation and is effective as of November 30, 2006.

This Amendment No. 8 is executed at Cleveland, Ohio this 29th day of November, 2006 but effective as otherwise set forth above.

NATIONAL CITY BANK, TRUSTEE

By: /s/ Christopher J. Dziak
Title: Assistant Vice President

NATIONAL CITY CORPORATION

By: Jon N. Couture
Title: Senior Vice President and Corporate HR Director

By: Jeffrey D. Kelly
Title: Vice Chairman and CFO

**AMENDMENT NO. 9
TO THE NATIONAL CITY
SAVINGS AND INVESTMENT PLAN**
(as amended and restated effective January 1, 2001)

National City Corporation, a Delaware corporation, and National City Bank, a national banking association, Trustee, hereby evidence the adoption of this Amendment No. 9 to the National City Savings and Investment Plan, as amended and restated as of January 1, 2001 (the "Plan").

1. Effective January 1, 2007, Section 1.1 of Article I of the Plan is hereby amended by the deletion of paragraph (c) of subsection (15) thereunder and the substitution of a new paragraph (c) in lieu thereof to read as follows:

“(c) Credited Compensation shall not include any amounts paid to an Employee prior to his commencement of participation in accordance with Section 2.2 of the Plan. Effective January 1, 2007, Credited Compensation shall not include amounts paid more than 45 days following the Employee’s termination of employment or any severance payments regardless when paid.”

2. Effective January 1, 2007, Section 1.1 of Article I of the Plan is hereby amended by the deletion of paragraph (21) in its entirety and the substitution in lieu thereof of a new paragraph (21) to read as follows:

“(21) Employee: An employee of a Controlled Group Member and, to the extent required by Code Section 414(n), any person who is a “leased employee” of a Controlled Group Member. For purposes of this Subsection, effective as of January 1, 1987, a “leased employee” means any person who, pursuant to an agreement between a Controlled Group Member and any other person (“leasing organization”), has performed services for the Controlled Group Member on a substantially full-time basis for a period of at least one year, and such services are: (a) for Plan Years beginning prior to January 1, 1997, of a type historically performed by employees in the business field; or (b) for Plan Years beginning after December 31, 1996, performed under the primary direction or control of the Controlled Group Member. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for a Controlled Group Member will be treated as provided by the Controlled Group Member. A leased employee will not be considered an Employee of a Controlled Group Member, however, if (a) leased employees do not constitute more than 20 percent of the Controlled

Group Member's nonhighly compensated work force (within the meaning of Code Section 414(n)(5)(C)(ii)) and (b) such leased employee is covered by a money purchase pension plan maintained by the leasing organization that provides (i) a nonintegrated employer contribution rate of at least 10 percent of Credited Compensation, (ii) immediate participation and (iii) full and immediate vesting. Directors acting solely in that capacity and persons classified by the Employer as independent contractors shall not be Employees. Employees who receiving severance payments in the form of salary continuation (other than persons receiving payments under the Provident Financial Group, Inc. Severance Benefit Plan) shall be deemed Employees for purposes of the Plan until the expiration of such payments. Notwithstanding anything in the foregoing sentences to the contrary, effective January 1, 2007, an individual shall cease to be an Employee on his termination of employment without regard to any subsequent severance payments."

3. Effective January 1, 2006, Article III of the Plan is hereby amended by the deletion of Section 3.1 thereunder in its entirety and the substitution in lieu thereof of a new Section 3.1 to read as follows:

"3.1 Before-Tax Contributions. Upon enrollment pursuant to Sections 2.2 or 2.6, a Participant shall agree pursuant to a Salary Reduction Agreement to have his Employer make Before-Tax Contributions to the Trust of up to 20% of his unreduced Credited Compensation (in 1% increments) by means of pay period payments of the elected percentage. If a Participant's Before-Tax Contributions must be reduced to comply with the requirements of Section 4.1 or 4.2 or the requirements of applicable law, the Plan Administrator shall limit such Participant's Credited Compensation to that amount which when subject to the Participant's elected rate of Before-Tax Contributions does not exceed the limits under Sections 4.1 or 4.2 or the requirements of applicable law."

4. Effective January 1, 2006, Article III of the Plan is hereby amended by the deletion of Section 3.5 thereunder in its entirety and the substitution in lieu thereof of a new Section 3.5 to read as follows:

"3.5 Amount of Matching Employer Contributions. Subject to the provisions of the Plan and Trust Agreement, each Employer shall, as and to the extent it lawfully may, contribute to the Trust Fund on account of each month, Matching Employer Contributions in an amount equal to 115% of the Before-Tax Contributions for each such month for each Participant with respect to the first 6% of each such Participant's Credited Compensation taken into account under Section 3.1. The Employer shall deliver its Matching Employer Contribution to the Trust Fund at the same time as the Before-Tax Contributions to which the Matching Employer Contributions relate are delivered. Notwithstanding the foregoing provisions of this Section, for any month during which an ESOP Loan is outstanding, ESOP Contributions and Supplemental ESOP Contributions shall be used to fund the Employers' obligation to make Matching Employer Contributions pursuant to this Section and shall be applied as provided in Section 16.5."

5. Effective October 7, 2006, Section 5.6 of Article V of the Plan is hereby amended by the deletion of paragraph (1) thereunder and the substitution in lieu thereof of a new paragraph (1) to read as follows:

“(1) Each Participant shall have the right from time to time to elect that all or a part of his interest in one or more of the Investment Funds (including amounts attributable to Employer Contributions) be liquidated and the proceeds thereof reinvested in any of the other Investment Funds. Such an investment-mix adjustment shall not affect investment of amounts received in the Trust as contributions, which shall continue to be invested pursuant to Section 5.5. Notwithstanding the foregoing provisions of this Section, a Participant may not elect that any part of his interest in the Capital Preservation Fund be liquidated and that the proceeds thereof reinvested in the Money Market Fund.”

6. Effective January 1, 2006, Section 6.13 of Article VI of the Plan is hereby amended by the deletion of paragraph (5) thereunder and the substitution in lieu thereof of a new paragraph (5) to read as follows:

“(5) Loans made pursuant to this Section:

- (a) shall be made available to all Participants on a reasonably equivalent basis;
- (b) shall not be made available to Highly Compensated Employees in a percentage amount greater than the percentage amount made available to other Participants;
- (c) shall be secured by the Participant’s Loan Account; and
- (d) shall be evidenced by a promissory note and security agreement executed by the Participant which provides for:
 - (i) the security referred to in paragraph (c) of this Subsection;
 - (ii) a rate of interest determined by the Committee in accordance with applicable law;
 - (iii) repayment within a specified period of time, which shall not extend beyond five years;
 - (iv) repayment in equal payments over the term of the loan, with payments not less frequently than quarterly; and
 - (v) for such other terms and conditions as the Committee shall determine, which shall include provision that:
 - (A) with respect to a Participant who is an Employee, the loan will be repaid pursuant to authorization by the Participant of equal payroll deductions over the repayment period sufficient to amortize fully the loan within the repayment period, provided, however, the Committee may waive the

requirement of equal payroll deductions if the Employer payroll through which the Participant is paid cannot accommodate such deductions;

- (B) the loan shall be prepayable in whole at any time without penalty; and
- (C) the loan shall be in default and become immediately due and payable upon the first to occur of the following events:
 - (I) the Participant's failure to make required payments on the promissory note by the end of the calendar quarter following the calendar quarter in which such payment was due; or
 - (II) in the case of a Participant who is not an Employee, distribution of his Account; or
 - (III) in the case of a Participant who is an Employee, 60 days following his termination of employment with the Controlled Group; or
 - (IV) the Participant's death; or
 - (V) the filing of a petition, the entry of an order or the appointment of a receiver, liquidator, trustee or other person in a similar capacity, with respect to the Participant, pursuant to any state or federal law relating to bankruptcy, moratorium, reorganization, insolvency or liquidation, or any assignment by the Participant for the benefit of his creditors."

7. Effective as of the dates set forth herein below, Article XVII of the Plan is hereby amended by adding the following new Sections at the end thereof:

"17.50 Appendix AX – Relating to the acquisition of Harbor Florida Bancshares, Inc. by National City Corporation Attached hereto and made a part of this Plan is Appendix AX which relates to the acquisition of Harbor Florida Bancshares, Inc. by National City Corporation and is effective as of November 30, 2006.

17.51 Appendix AY – Relating to the acquisition of Forbes First Financial Corporation by NC Acquisition Corp. Attached hereto and made a part of this Plan is Appendix AY which relates to the acquisition of Forbes First Financial Corporation By NC Acquisition Corp and is effective as of August 15, 2006.

17.52 Appendix AZ – Relating to the acquisition certain assets of Valley Financial Group, Inc. by National City Insurance Group, Inc. Attached hereto and made a part of this Plan is Appendix AZ which relates to the acquisition certain assets of Valley Financial Group, Inc. by National City Insurance Group, Inc. and is effective as of September 1, 2006.

17.53 Appendix BA – Relating to the acquisition of certain assets of SSG Capital Advisors, LP by NatCity Investments, Inc. Attached hereto and made a part of this Plan is Appendix BA which relates to the acquisition of certain assets of SSG Capital Advisors, LP by NatCity Investments and is effective as of August 8, 2006.

17.54 Appendix BB – Capstone Realty Advisors, LLC Retirement Plan – Merger into this Plan Attached and made a part of this Plan is Appendix BB relating to and providing for the merger of the Capstone Realty Advisors, LLC Retirement Plan into this Plan, effective July 7, 2006 (or such later date as may be required by applicable law).

17.55 Appendix BC – Information Leasing Corporation 401(k) Plan – Merger into this Plan Attached and made a part of this Plan is Appendix BC relating to and providing for the merger of the Information Leasing Corporation 401(k) Plan into this Plan, effective December 20, 2006 (or such later date as may be required by applicable law).

17.56 Appendix BD – Relating to the acquisition of certain assets from John and Rita Light d/b/a Stellar Group by National City Insurance Group, Inc Attached hereto and made a part of this Plan is Appendix BD which relates to the acquisition of certain assets of Stellar Group by National City Insurance Group, Inc and is effective as of April 28, 2006.

17.57 Appendix BE – Relating to the acquisition of certain assets of HE Hoffman Group, Inc. by National City Insurance Group, Inc Attached hereto and made a part of this Plan is Appendix BE which relates to the acquisition of certain assets of HE Hoffman Group, Inc. by National City Insurance Group, Inc and is effective as of November 30, 2006.”

This Amendment No. 9 is executed at Cleveland, Ohio this 19th day of December, 2006 but effective as otherwise set forth above.

NATIONAL CITY BANK, TRUSTEE

By: /s/ Christopher J. Dziak
Title: Assistant Vice President

NATIONAL CITY CORPORATION

By: /s/ Jon N. Couture
Title: Senior Vice President and Corporate HR Director

By: /s/ Jeffrey D. Kelly
Title: Vice Chairman and CFO

**AMENDMENT NO. 10
TO THE NATIONAL CITY
SAVINGS AND INVESTMENT PLAN**
(amended and restated effective January 1, 2001)

National City Corporation, a Delaware corporation, and National City Bank, a national banking association, Trustee, hereby evidence the adoption of this Amendment No. 10 to the National City Savings and Investment Plan, as amended and restated as of January 1, 2001 (the "Plan").

1. Effective January 1, 2007, Section 8.1 of Article VIII of the Plan is hereby amended by the deletion of Section 8.1 thereunder and the substitution of a new subsection 8.1 in lieu thereof to read as follows:

8.1 Duties and Functions. (1) The Corporation shall have the exclusive authority and responsibility at any time or from time to time to appoint (and revoke the appointment of) an Investment Manager under the Plan with respect to the NCC Stock Fund. The Corporation shall notify the Trustee of any such appointment (or revocation thereof) in writing, and the Trustee may rely upon any such appointment continuing in effect until it receives a written notice from the Corporation of its revocation. Any such Investment Manager shall acknowledge in writing to the Corporation and the Trustee that he or it is a fiduciary with respect to the Plan.

(2) Any such Investment Manager shall have the powers, functions, duties and/or responsibilities of the Trustee relating to the investment and reinvestment of the NCC Stock Fund (other than those described in Article XV which shall remain with the Trustee) and shall exercise such authority, power and discretion exclusively. Custody of the assets of the NCC Stock Fund, however, shall remain with the Trustee who shall be responsible therefor. In no instance shall the authority or discretion of an Investment Manager with respect to the NCC Stock Fund exceed the authority or discretion which the Trustee would have had with respect to such Fund if there were no Investment Manager.

(3) If an Investment Manager is so appointed (a) the Trustee shall not be liable for any loss which may result by reason of any action taken by it in accordance with a direction of an Investment Manager or by reason of any lack of action by the Trustee upon the failure of an Investment Manager to exercise his or its authority and discretion, (b) the Trustee shall not be required to accept delivery of or pay for any security or other property purchased for the NCC Stock Fund to the extent that the assets in such Fund are insufficient to pay for such security or other property, and (c) the Trustee shall be under

no duty or obligation to (i) invest or reinvest the NCC Stock Fund except as directed by the Investment Manager thereof, (ii) make any investment review or examination of the NCC Stock Fund or recommendations with respect to such Fund, or (iii) advise the Corporation of directions received by the Trustee from an Investment Manager.

2. Effective January 1, 2007, Section 15.2 of Article VX of the Plan is hereby amended by the deletion of subsection (8) thereunder and the substitution of a new subsection (8) in lieu thereof to read as follows:

“(h) Subject to any provisions of this Plan to the contrary, in the event the Corporation initiates a tender or exchange offer for less than one-hundred percent (100%) of the outstanding shares of NCC Stock, the foregoing provisions of this Section shall have no effect with respect to such offer. Rather, the Corporation shall engage an independent fiduciary who shall have sole authority to determine whether to tender or exchange all shares of NCC Stock held in the Plan. In such an event, the Trustee shall act solely at the direction of the independent fiduciary.”

This Amendment No. 10 is executed at Cleveland, Ohio this 23rd day of January, 2007 but effective as otherwise set forth above.

NATIONAL CITY BANK, TRUSTEE

By: Joseph Olszak
Title: Senior Vice President

NATIONAL CITY CORPORATION

By: /s/ Jeffrey D. Kelly
Title: Vice Chairman and CFO

By: Jon N. Couture
Title: Senior Vice President and Corporate HR Director

**AMENDMENT NO. 11
TO THE NATIONAL CITY
SAVINGS AND INVESTMENT PLAN**
(amended and restated effective January 1, 2001)

National City Corporation, a Delaware corporation, and National City Bank, a national banking association, Trustee, hereby evidence the adoption of this Amendment No. 11 to the National City Savings and Investment Plan, as amended and restated as of January 1, 2001 (the "Plan").

1. Effective January 1, 2008, Section 6.3 of Article VI of the Plan is hereby amended by the deletion of paragraph (3) thereunder and the substitution of a new subsection 6.9 in lieu thereof to read as follows:

“(3) Notwithstanding anything in Subsections (1) or (2) above, a Participant described in Subsection (1) of this Section may elect to withdraw all or any portion of his Vested Interest in his Account in the form of a single sum payment.”

2. Effective January 1, 2008, Article VI of the Plan is hereby amended by the deletion of Section 6.9 thereunder and the substitution of a new Section 6.9 in lieu thereof to read as follows:

“6.9 Withdrawal of Contributions Upon Attainment of Age 59-1/2. A Participant who is an Employee and who is at least age 59-1/2 may elect to withdraw all or any portion of his Vested Interest in his Account in the form of a single sum payment or a distribution of NCC Stock. Withdrawals pursuant to this Section will be paid to the Participant as soon as practicable after, and shall be valued as of, the Valuation Date on which, or next following after, the Participant files an application for withdrawal with the Committee.”

3. Effective January 1, 2008, Article VI of the Plan is hereby amended by the deletion of Section 6.10 thereunder and the substitution of a new Section 6.10 in lieu thereof to read as follows:

“6.10 Withdrawal of After-Tax and Transfer Contributions (1) A Participant, whether or not he is an Employee, may elect to withdraw all or any portion of his After-Tax Contributions Sub-Account.

(2) A Participant, whether or not he is an Employee, may elect to withdraw all or any portion of his Transfer Contributions Sub-Account which is attributable to Transfer Contributions described in Section 3.4(2).

(3) A Participant, whether or not he is an Employee, may elect to withdraw all or any portion of his Sub-Account which was required to be established by any Appendix to the Plan; provided, however, that this Subsection (3) shall not apply to any portion of any Sub-Account which is maintained irrespective of such Appendix.

(4) Withdrawals pursuant to this Section shall be paid to the Participant as soon as practicable after, and shall be valued as of, the Valuation Date on which, or next following after, the Participant files an application for a withdrawal with the Committee.

4. Effective January 1, 2008, the Plan is hereby amended by the addition of a new Article XVIII to read as follows:

“ARTICLE XVIII – ROTH ELECTIVE CONTRIBUTIONS

Section 18.1 General Application. This article will apply to contributions beginning with the first day of the first taxable year beginning on or after January 1, 2008. As of that date, the Plan will accept Roth Elective Contributions made on behalf of Participants. A Participant’s Roth Elective Contributions will be allocated to a separate Sub-Account maintained for such contributions as described in Section 18.2. Unless specifically stated otherwise, Roth Elective Contributions will be treated as Before Tax Contributions for all purposes under the Plan.

Section 18.2 Separate Accounting. Contributions and withdrawals of Roth Elective Contributions will be credited and debited to the Roth Elective Contributions Sub-Account maintained for each Participant. The Plan will maintain a record of the amount of Roth Elective Contributions in each Participant’s Sub-Account. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant’s Roth Elective Contributions Sub-Account and the Participant’s other Sub-Accounts under the Plan. No contributions other than Roth Elective Contributions and properly attributable earnings will be credited to each Participant’s Roth Elective Contributions Sub-Account.

Section 18.3 Direct Rollovers. (1) Notwithstanding Section 6.15 of the Plan, a direct rollover of a distribution from a Roth Elective Contributions Sub-Account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Section 402(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

(2) Notwithstanding Section 3.4 of the Plan, the Plan will accept a rollover contribution to a Roth Elective Contributions Sub-Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

(3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Contributions Sub-Account if the amount of the distributions that are eligible rollover distributions and are reasonably expected to total less than \$200 during a year. In addition, any distribution from a participant's Roth Elective Contributions Sub-Account is not taken into account in determining whether distribution from a Participant's other Sub-Accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from a participant's Roth Elective Contributions Sub-Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

(4) The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from the Participant's Roth Elective Contributions Sub-Account as a separate distribution from any amount distributed from the Participant's other Sub-Accounts in the Plan, even if the amounts are distributed at the same time.

Section 18.4 Correction of Excess Contributions. In the case of a distribution of excess contributions, a Highly Compensated Employee may designate the extent to which the excess amount is composed of Before Tax Contributions and Roth Elective Contributions but only to the extent such types of contributions were made for the year. If the Highly Compensated Employee does not designate which type of elective deferral contributions are to be distributed, the Plan will distribute Before Tax Contributions first.

Section 18.5 Definition of Roth Elective Contributions. A Roth Elective Contribution is an elective deferral contribution that is:

- (a) Designated irrevocably by the Participant at the time of the Salary Reduction Agreement as a Roth Elective Contribution that is being made in lieu of all or a portion of the Before Tax Contributions the Participant is otherwise eligible to make under the Plan; and
- (b) Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a Salary Reduction Agreement."

5. Effective as of January 1, 2007, Appendix AX to the Plan, relating to the acquisition of Harbor Florida Bancshares by National City Corporation is hereby amended by the deletion of Appendix AX in its entirety and the substitution of a new Appendix AX in lieu thereof to read as set forth as attached hereto.

6. Effective as of the dates set forth herein below, Article XVII of the Plan is hereby amended by adding the following new Sections at the end thereof:

“17.58 Appendix BF – Relating to the acquisition of Fidelity Bankshares, Inc. by National City Corporation Attached hereto and made a part of this Plan is Appendix BF which relates to the acquisition of Fidelity Bankshares, Inc. by National City Corporation and is effective as of March 1, 2007.

17.59 Appendix BG – Relating to the acquisition of MAF Bancorp, Inc. by National City Corporation Attached hereto and made a part of this Plan is Appendix BG which relates to the acquisition of MAF Bancorp, Inc. by National City Corporation and is effective as of January 1, 2008.

17.60 Appendix BH – Wayne Bancorp, Inc. and Affiliates 401(k) and Profit Sharing Plan – Merger into this Plan Attached and made a part of this Plan is Appendix BH relating to and providing for the merger of the Wayne Bancorp, Inc. and Affiliates 401(k) and Profit Sharing Plan into this Plan, effective October 1, 2007 (or such later date as may be required by applicable law).

This Amendment No. 11 is executed at Cleveland, Ohio this 17th day of December, 2007 but effective as otherwise set forth above.

NATIONAL CITY BANK, TRUSTEE

By: /s/ Christopher J. Dziak
Title: Assistant Vice President

NATIONAL CITY CORPORATION

By: /s/ Shelley J. Seifert
Title: Executive Vice President

By: /s/ Jeffrey D. Kelly
Title: Vice Chairman and CFO

**AMENDMENT NO. 12
TO THE NATIONAL CITY
SAVINGS AND INVESTMENT PLAN**
(As Amended and Restated effective January 1, 2001)

National City Corporation as settlor of the National City Savings and Investment Plan ("Plan"), hereby adopts Amendment No. 12 to the Plan, effective March 18, 2008.

1. Section 1.1 of Article I of the Plan is hereby amended by the deletion of paragraph (42) thereunder and the substitution in lieu thereof of a new paragraph (42) to read as follows:

“(42) Named Fiduciaries: The Committee, the Company, the Investment Manager, the Trustee, the Participants to the extent provided in Article XV, and each other person designated as a Named Fiduciary by the Committee pursuant to the power of delegation reserved to the Committee in Article X or by the Designated Officer pursuant to the power of appointment set forth in Section 8.1(1) of Article VIII.”

2. Section 8.1 of Article VIII of the Plan is hereby amended by the deletion of paragraphs (1) and (2) thereunder and the substitution in lieu thereof of new paragraphs (1) and (2) to read as follows:

“(1) Timothy J. Lathe, Executive Vice President of the Company (the “Designated Officer”) shall have the exclusive authority and responsibility at any time or from time to time to appoint (and revoke the appointment of) an Investment Manager or any other Named Fiduciary with respect to the management or disposition of the NCC Stock Fund or any other Investment Fund designed to invest primarily or exclusively in NCC Stock, and to enter into a written agreement with such Investment Manager or Named Fiduciary with respect to such appointment. The Designated Officer shall notify the Trustee of any such appointment (or revocation thereof) in writing, and the Trustee may rely upon any such appointment continuing in effect until it receives a written notice from the Designated Officer of its revocation. Any such Investment Manager or Named Fiduciary shall acknowledge in writing to the Designated Officer and the Trustee that he or it is a Fiduciary with respect to the Plan.

(2) Any such Investment Manager shall have the powers, functions, duties and/or responsibilities of the Trustee relating to the investment and reinvestment of the NCC Stock Fund and shall exercise such authority, power and discretion exclusively. Custody of the assets of the NCC Stock Fund, however, shall remain with the Trustee who shall be responsible therefor.”

3. Section 13.1 of Article XIII of the Plan is hereby amended by being renumbered as paragraph (1) thereunder and by adding the following new paragraph (2) thereunder at the end thereof:

“(2) Amendments Relating to NCC Stock. The Designated Officer (as defined in Section 8.1 of Article VIII), acting on behalf of the Company as settlor, shall have the exclusive right to amend or modify the Plan with respect to (i) the appointment of any Fiduciary as an Investment Manager or Named Fiduciary for the management and disposition of the NCC Stock Fund or any other Investment Fund designed to invest primarily or exclusively in NCC Stock, (ii) the authority of such Investment Manager or Named Fiduciary, or any modification to such authority, (iii) the removal of any such Investment Manager or Named Fiduciary, or the appointment of any successor, (iv) the allocation of authority among (or removal of authority from) such Investment Manager or Named Fiduciary, the Committee or any other Plan Fiduciary with respect to the NCC Stock Fund or such other Investment Fund, (v) the establishment, termination or purpose of the NCC Stock Fund or any such other Investment Fund, and (vi) any matter related to the foregoing.”

4. Section 13.2 of Article XIII of the Plan is hereby amended by being renumbered as paragraph (1) thereunder, by deleting the reference to “Section 13.1” and substituting a reference to “Section 13.1(1)” and by adding the following new paragraph (2) thereunder at the end thereof:

“(2) Any termination or amendment of the Plan pursuant to Section 13.1(2) shall be expressed in an instrument executed by the Designated Officer and shall become effective as of the date designated in such instrument or, if no date is so designated, on the date of its execution. The Designated Officer shall notify the Trustee or any such termination or amendment. Any amendment that increases the Trustee’s rights, duties or obligations shall also require the consent of the Trustee before it becomes effective.”

IN WITNESS WHEREOF, the undersigned have evidenced the adoption of this Amendment No. 12 effective as of the day and year first above written.

NATIONAL CITY CORPORATION

Date: 3/18/08

By: /s/ Shelley J. Seifert
Title: Executive Vice President

Date: 3/18/08

By: /s/ Jeffrey D. Kelly
Title: Vice Chairman

NATIONAL CITY BANK, TRUSTEE

Date: 3/18/08

By: /s/ Christopher J. Dziak
Title: Assistant Vice President

**AMENDMENT NO. 13
TO THE NATIONAL CITY
SAVINGS AND INVESTMENT PLAN**
(As Amended and Restated effective January 1, 2001)

National City Corporation, as settlor of the National City Savings and Investment Plan (“Plan”), hereby adopts the following amendments to the Plan, effective as of March 19, 2008 except as otherwise provided herein.

1. Section 1.1 of Article I of the Plan is hereby amended by the addition of a new paragraph (17A) thereunder to read as follows:

“(17A) Designated Officer: Timothy J. Lathe, Executive Vice President of the Company or any successor appointed by the Board of Directors of the Company.”

2. Section 1.1 of Article I of the Plan is hereby amended by the addition of a new paragraph (35A) thereunder to read as follows:

“(35A) Independent Fiduciary: A Fiduciary appointed pursuant to Section 8.1 of Article VIII by the Designated Officer, acting on behalf of the Company as settlor, to be the sole Investment Manager and Named Fiduciary with respect to the management and disposition of the NCC Stock Fund.”

3. Section 1.1 of Article I of the Plan is hereby amended by the deletion of paragraph (36) thereunder and the substitution in lieu thereof of a new paragraph (36) to read as follows:

“(36) Investment Fund or Funds: The Equity Fund, the Fixed Income Fund, the Money Market Fund, the Capital Preservation Fund, any other fund established by the Committee under Section 5.1, and the NCC Stock Fund. The NCC Stock Fund shall constitute the ESOP Feature of the Plan. All other Investment Funds shall constitute the Profit Sharing Feature of the Plan.”

4. Section 1.1 of Article I of the Plan is hereby amended by the deletion of paragraph (45) thereunder and the substitution in lieu thereof of a new paragraph (45) to read as follows:

“(45) NCC Stock Fund: The Investment Fund provided under the ESOP Feature of the Plan. Except as otherwise provided in Section 5.1.A of Article V, only the Company, as settlor, shall have the authority to eliminate the NCC Stock Fund or change the purpose of the NCC Stock Fund.”

5. Section 5.1 of Article V of the Plan is hereby amended by the deletion of the first sentence in paragraph (1) thereunder and the substitution in lieu thereof of a new sentence to read as follows:

“The Trust Fund (other than the portion of the Trust Fund consisting of the Loan Accounts) shall be divided into the following Investment Funds: the Equity Fund, the Fixed Income Fund, the Money Market Fund, the Capital Preservation Fund, such other Investment Funds as the Committee may in its discretion select or establish, and the NCC Stock Fund.”

6. Section 5.1 of Article V of the Plan is hereby amended by the deletion of the first sentence of paragraph (2) thereunder and the substitution in lieu thereof of a new sentence to read as follows:

“The Trustee shall invest and reinvest the principal and income of each such Investment Fund (other than the NCC Stock Fund) and shall keep each such Investment Fund (other than the NCC Stock Fund) invested, without distinction between principal and income, in such property, investments and securities as the Trustee may deem suitable without regard to any percentage or other limitation in any laws or rules of court applying to investments by trust companies or trustees; but subject, however, to the terms of the Plan and Trust Agreement and to the following provisions:”

7. Section 5.1 of Article V of the Plan is hereby amended by the deletion of the phrase “the NCC Stock Fund” in subparagraph (c) of paragraph (2) thereunder.

8. Section 5.1 of Article V of the Plan is hereby amended by the deletion of subparagraph (d) of paragraph (2) thereunder and the substitution in lieu thereof of a new subparagraph (d) to read as follows:

“(d) The Trustee in its discretion may keep such portion of the Investment Funds (other than the NCC Stock Fund) in cash as the Trustee may from time to time deem to be advisable and shall not be liable for interest on uninvested funds.”

9. Article V of the Plan is hereby amended by the addition of new Section 5.IA thereunder to read as follows:

“5.1A NCC Stock Fund.

(1) Purpose of NCC Stock Fund; Statement of Company Intent. The purpose of the NCC Stock Fund is to support employee ownership by providing Participants an opportunity to invest in the Company, and the NCC Stock Fund shall therefore be a permanent feature of the Plan. Except for cash or cash equivalent investments required to facilitate Participant transactions into and out of the NCC Stock Fund, the NCC Stock Fund shall be invested exclusively in NCC Stock, without regard to the diversification of assets, the risk profile of investments in NCC Stock, the amount of income provided by NCC Stock, the fluctuation in the fair market value of NCC Stock, or the relative investment returns of the NCC Stock Fund in comparison to any investment index, industry peer group, or

any other performance measure that might be appropriate to investment options other than the NCC Stock Fund in view of its goal of fostering employee ownership of the Company.

(2) Powers of the Independent Fiduciary. The Independent Fiduciary shall have the exclusive authority, responsibility and control with respect to the management and disposition of the NCC Stock Fund, and shall have no authority, responsibility or control with respect to the administration of the Plan or the management of any Investment Fund other than the NCC Stock Fund. In exercising such authority, responsibility and control, the Independent Fiduciary shall at all times have the power to take any of the following actions with respect to the NCC Stock Fund, subject to paragraphs (1) and (4) of this Section:

- (a) To restrict the investment of new Participant or Employer Contributions in the NCC Stock Fund;
- (b) To restrict the transfer of Participant Account balances into the NCC Stock Fund;
- (c) To eliminate the NCC Stock Fund as an investment option under the Plan and to sell or otherwise dispose of all of the NCC Stock held in the NCC Stock Fund;
- (d) To restrict the transfer of Participant Account balances out of the NCC Stock Fund during any period in which the Independent Fiduciary is directing the sale or other disposition of the NCC Stock in the NCC Stock Fund; or
- (e) To designate an alternative investment available under the Plan for the temporary investment of any proceeds from any sale or other disposition of NCC Stock pending Participant directions to the Trustee with respect to the investment of such proceeds.

(3) Other Independent Fiduciary Authority. The Independent Fiduciary may communicate with Participants from time to time concerning investment in the NCC Stock Fund to the extent the Independent Fiduciary reasonably determines that it is necessary or desirable in the discharge of the Independent Fiduciary's authority and responsibility under the Plan. In addition, the Independent Fiduciary shall have the authority to instruct the Trustee with respect to the matters set forth in paragraph (2) of this Section.

(4) Authority Subject to Plan Terms. In exercising the powers set forth in this Section, the Independent Fiduciary shall take into

account the purpose of the NCC Stock Fund set forth in paragraph (1) of this Section to the fullest extent permitted by ERISA. It is the Company's expectation that the Independent Fiduciary will maintain the NCC Stock Fund as a permanent feature of the Plan in accordance with paragraph (1) of this Section unless the Independent Fiduciary in its discretion determines from reliable public information that there is a serious question concerning the Company's short-term viability as a going concern. In this regard, the Company intends that the Independent Fiduciary shall consider that a bankruptcy filing would raise a serious question as to the Company's short-term viability as a going concern only if the Independent Fiduciary were to determine that in light of a proposed restructuring in bankruptcy and other factors, it was unlikely there would be any meaningful distribution to the Plan as a stockholder of the Company. The Company recognizes; however, that the Independent Fiduciary may have an obligation to determine whether it is required by applicable ERISA fiduciary standards (taking into account, without limitation, in addition to the short-term viability of the Company as a going concern, the availability of other investment options under the Plan and the ability of Participants to construct a diversified portfolio of investments consistent with their individual desired level of risk and return) to disregard the Company's intent with respect to the NCC Stock Fund. Any exercise of the powers granted to the Independent Fiduciary pursuant to the Plan shall not require an amendment of the Plan prior to the initiation of the exercise of any such duty.

(5) Other Matters Affecting the NCC Stock Fund. The Committee shall have no authority to direct the Trustee with respect to the management or disposition of the NCC Stock Fund, which shall be subject at all times to the sole authority, responsibility and control of the Independent Fiduciary in accordance with the terms of paragraph (2) of this Section. NCC Stock may be acquired by the Trustee through purchases on the open market, private purchases, purchases from the Company (including purchases from the Company of treasury shares or authorized but unissued shares), contributions in kind by the Company, or otherwise."

10. Section 5.7(1) of Article V of the Plan is hereby amended by the addition of the phrase "Subject to the ability of the Independent Fiduciary to change such rules insofar as they affect the NCC Stock Fund," at the beginning and by changing "The" to "the" immediately thereafter.

11. Section 5.8 of Article V of the Plan is hereby amended by the addition of the following proviso at the end of each of paragraph (a) and (b) thereunder:

"; provided, however, that the Committee shall have no authority to suspend any transaction with respect to the NCC Stock Fund other than a temporary suspension related to a conversion, change in recordkeeper or similar administrative or ministerial purpose."

12. Section 8.1(1) of Article VIII of the Plan is hereby amended by the deletion of the phrase "Timothy J. Lathe, Executive Vice President of the Company (the 'Designated Officer')" at the beginning thereof and the substitution of the following: "The Designated Officer".

13. Section 8.1 of Article VIII of the Plan is hereby amended by the addition of a new paragraph (4) thereunder to read as follows:

“(4) The Designated Officer shall monitor any Investment Manager appointed pursuant to this Section to assure that it continues to have the qualifications, capacity and personnel to discharge its obligations under the Plan and shall report from time to time to the Board of Directors of the Company. Such Investment Manager may be removed or replaced solely by Designated Officer.”

14. Section 10.3(1) of Article X of the Plan is hereby amended by the addition of the phrase “Subject to the provisions of Section 8.1 of Article VIII,” at the beginning and by changing “The” to “the” immediately thereafter.

15. Section 13.1(1) of Article XIII of the Plan is hereby amended by the addition of the phrase “the provisions of paragraph (2) of this Section and to” at the beginning after the phrase “Subject to”.

16. Section 13.1(2) of Article XIII of the Plan is hereby amended by the deletion of the parenthetical phrase “(as defined in Section 8.1 of Article VIII)”.

17. Effective May 1, 2008, Article XV of the Plan is hereby amended by the deletion of Sections 15.1 and 15.2 thereunder and the substitution of the following:

“15.1 Voting of NCC Stock. All voting rights on shares of NCC Stock held by the Trustee shall be exercised by the Independent Fiduciary only as directed by the Participants and Beneficiaries with respect to allocated shares of NCC Stock, and acting in their capacity as Named Fiduciaries (within the meaning of Section 402 of ERISA) with respect to unallocated and non-directed shares of NCC Stock, in accordance with the following provisions of this Section:

(1) As soon as practicable before each annual or special shareholders’ meeting of the Company, the Independent Fiduciary shall furnish to each Participant a copy of the proxy solicitation material sent generally to shareholders, together with a form requesting confidential instructions on how

the shares allocated to such Participant's Account and a proportionate share (based on the amount of any shares allocated to his Account) of any unallocated shares and non-directed shares (including fractional shares to 1/1,000th of a share) are to be voted. The Company and the Committee shall cooperate with the Independent Fiduciary to ensure that Participants receive the requisite information in a timely manner. The materials furnished to the Participants shall include a notice from the Independent Fiduciary explaining each Participant's right to instruct the Independent Fiduciary with respect to the voting of allocated and unallocated shares. Upon timely receipt of such instructions, the Independent Fiduciary (after combining votes of fractional shares to give effect to the greatest extent to Participants' instructions) shall vote the shares as instructed. If voting instructions for shares of NCC Stock allocated or unallocated to the Account of any Participant are not timely received by the Independent Fiduciary for a particular shareholders' meeting, such shares shall not be voted in accordance with the instructions but shall be voted as provided in paragraph (3) below. The instructions received by the Independent Fiduciary from Participants or Beneficiaries shall be held by the Independent Fiduciary in strict confidence and shall not be divulged or released to any person including directors, officers or employees of the Company, or of any other Employer, except as otherwise required by law.

(2) With respect to all corporate matters submitted to Participants, all shares of NCC Stock allocated to the Accounts of Participants shall be voted only in accordance with the directions of such Participants as given to the Independent Fiduciary. Each Participant shall be entitled to direct the voting of shares of NCC Stock (including fractional shares to 1/1000th of a share) allocated to his Account. With respect to shares of NCC Stock allocated to the Account of a deceased Participant, such Participant's Beneficiary shall be entitled to direct the voting with respect to such allocated shares as if such Beneficiary were the Participant.

(3) Each Participant who has been allocated NCC Stock in his Account and who is entitled to vote on any matter presented for a vote by the shareholders also shall, as a Named Fiduciary, direct the Independent Fiduciary with respect to the vote of a portion of the shares of NCC Stock that are unallocated to the account of any Participant and the shares of NCC Stock allocated to Participants' Accounts for which no timely instructions were received. Such direction shall be with respect to such number of votes equal to the total number of votes attributable to NCC Stock not allocated to the Accounts of Participants and non-directed shares multiplied by a fraction, the numerator of which is the number of shares of NCC Stock allocated to the Participant's Account and the denominator of which is the total number of shares allocated to the Accounts of such participants who have provide directions to the Independent Fiduciary with respect to unallocated shares under this Subsection. Each Participant's voting instructions shall be separately stated as to his allocated shares on the one hand and as a Named Fiduciary with respect of a portion of the unallocated and non-directed shares on the other hand. Fractional shares shall be rounded to the nearest 1/1000th of a share.

15.2 Tender Offers. Except as otherwise expressly provided in the Plan, the Trustee shall not sell, alienate, encumber, pledge, transfer or otherwise dispose of or tender or withdraw, any shares of NCC Stock held by it under the Plan. All tender or exchange decisions with respect to NCC Stock held by the Plan shall be made only by the Participants and Beneficiaries with respect to shares allocated to their Accounts, and Participants and Beneficiaries acting in their capacity as Named Fiduciaries (within the meaning of Section 402 of ERISA) with respect to unallocated and non-directed shares in accordance with the following provisions of this Section:

(1) In the event an offer shall be received by the Trustee or the Independent Fiduciary (including a tender offer for shares of NCC Stock subject to Section 14(d)(1) of the Securities Exchange Act of 1934 or subject to Rule 13e-4 promulgated under that Act, as those provisions may from time to time be amended) to purchase or exchange any shares of NCC Stock held by the Plan, the Independent Fiduciary shall advise each Participant who has shares of NCC Stock credited to such Participant's Account in writing of the terms of the offer as soon as practicable after its commencement and shall furnish each Participant with a form by which he may separately instruct the Independent Fiduciary confidentially whether or not to tender or exchange shares allocated to such Participant's Account and (based on any NCC Stock allocated to such Participant's Account) a proportionate share of any unallocated shares and non-directed shares (including fractional shares to 1/1000th of a share) The materials furnished the Participants shall include:

(a) a notice from the Independent Fiduciary explaining Participants' rights to instruct the Independent Fiduciary with respect to allocated and unallocated and non-directed shares as provided herein; and

(b) such related documents as are prepared by any person and provided to the shareholders of the Company pursuant to the Securities Exchange Act of 1934. The Independent Fiduciary may also provide Participants with such other material concerning the tender or exchange offer as the Independent Fiduciary in its discretion determines to be appropriate. The Company and the Committee shall cooperate with the Independent Fiduciary to ensure that Participants receive the requisite information in a timely manner.

(2) The Independent Fiduciary shall tender or not tender shares or exchange shares of NCC Stock allocated to the Accounts of any Participant (including fractional shares to 1/1000th of a share), only as and to the extent instructed by the Participant. With respect to shares of NCC Stock allocated to the Account of a deceased Participant, such Participant's Beneficiary shall be entitled to direct the Independent Fiduciary whether or not to tender or exchange such shares as if such Beneficiary were the Participant. The instructions received by the Independent Fiduciary from Participants or Beneficiaries shall be held by the Independent Fiduciary in strict confidence and shall not be divulged or released to any person, including directors, officers or employees of the Company, or of any other Employer, except as otherwise required by law.

(3) Each Participant who has been allocated NCC Stock in his Account and who is entitled to direct the Independent Fiduciary whether or not to tender or exchange shares of NCC Stock allocated to his Accounts shall also direct the Independent Fiduciary, as a Named Fiduciary, with respect to the tender or exchange of a portion of the shares of NCC Stock that are unallocated to the Account of any Participant and of the share of NCC Stock allocated to Participants' Accounts for which no timely instructions are received. Such direction shall apply to such number of unallocated and non-directed shares multiplied by a fraction, the numerator of which is the number of shares of NCC Stock allocated to the Participant's Account and the denominator of which is the total number of shares of NCC Stock allocated to the Accounts of such Participants who have provided direction to the Independent Fiduciary with respect to unallocated shares under this Subsection. Each Participant's direction shall be separately stated as to his allocated shares on the one hand and as a Named Fiduciary with respect to a portion of the unallocated and non-directed shares on the other hand. Fractional shares shall be rounded to the nearest 1/1000th of a share.

(4) In the event, under the terms of a tender offer or otherwise, any shares of NCC Stock tendered for sale, exchange or transfer pursuant to such offer may be withdrawn from such offer, the Independent Fiduciary shall follow such instructions respecting the withdrawal of such securities from such offer in the same manner and the same proportion as shall be timely received by the Independent Fiduciary from the Participants entitled under this Section to give instructions as to the sale, exchange or transfer of securities pursuant to such offer.

(5) In the event that an offer for fewer than all of the shares of NCC Stock held by the Trustee shall be received by the Independent Fiduciary, each Participant who has been allocated any NCC Stock subject to such offer shall be entitled to direct the Independent Fiduciary as to the acceptance or rejection of such offer (as provided by paragraphs (1) – (4) of this Section) with respect to the largest portion of such NCC Stock as may be possible given the total number or amount of shares of Stock the Plan may sell, exchange or transfer pursuant to the offer based upon the instructions received by the Independent Fiduciary from all other Participants who shall timely instruct the Independent Fiduciary pursuant to this Section to sell, exchange or transfer such shares pursuant to such offer, each on a pro rata basis in accordance with the number of amount of such shares allocated to his Accounts.

(6) In the event an offer shall be received by the Trustee or Independent Fiduciary and instructions shall be solicited from Participants pursuant to paragraphs (1) – (4) of this Section regarding such offer, and prior to termination of such offer, another offer is received by the Trustee or Independent Fiduciary for the securities subject to the first offer, the Independent Fiduciary shall use its best efforts under the circumstances to solicit instructions from the Participants to the Independent Fiduciary:

(a) with respect to securities tendered for sale, exchange or transfer pursuant to the first offer, whether to withdraw such tender, if possible, and, if withdrawn, whether

to tender any securities so withdrawn for sale, exchange or transfer pursuant to the second offer and

(b) with respect to securities not tendered for sale, exchange or transfer pursuant to the first offer, whether to tender or not to tender such securities for sale, exchange or transfer pursuant

The Independent Fiduciary shall follow all such instructions received in a timely manner from Participants in the same manner and in the same proportion as provided in paragraphs (1) – (4) of this Section. With respect to any further offer for any NCC Stock received by the Trustee or Independent Fiduciary and subject to any earlier offer (including successive offers from one or more existing offerors), the Independent Fiduciary shall act in the same manner as described above.

(7) A Participant's instructions to the Independent Fiduciary to tender or exchange shares of NCC Stock shall not be deemed a withdrawal or suspension from the Plan or a forfeiture of any portion of the Participant's interest in the Plan. Funds received in exchange for tendered shares shall be credited to the Account of the Participant whose shares were tendered and shall be used to purchase NCC Stock as soon as practicable. In the interim, such funds shall be invested in obligations or instruments which are appropriate investments for the Money Market Fund.

(8) Notwithstanding any provision herein to the contrary, the Independent Fiduciary shall have no obligation to notify any Participant of any tender or exchange offer for less than five percent of the NCC Stock.

(9) Subject to any provisions of this Plan to the contrary, in the event the Company initiates a tender or exchange offer, the Independent Fiduciary may, in its sole discretion, enter into an agreement with the Company not to tender or exchange any shares of NCC Stock in such offer, in which event, the foregoing provisions of this Section shall have no effect with respect to such offer and the Trustee shall not tender or exchange any shares of NCC Stock (allocated or unallocated) in such offer."

18. Section 16.2(3) of Article XVI of the Plan is hereby amended by the deletion of the word "primarily" in the second sentence and the substitution of the word "exclusively" therefor.

19. Section 16.6 of Article XVI of the Plan is hereby amended by the deletion of the parenthetical phrase "(other than the ESOP Suspense Account)" in the first sentence thereof.

20. Sections 16.7(1), 16.10(7), 16.13(1) and 16.13(2) of Article XVI of the Plan are hereby amended by the deletion of the word "Committee" each time it appears and the substitution of the phrase "Independent Fiduciary" therefor.

IN WITNESS WHEREOF, the undersigned have evidenced the adoption of this Amendment No. 13 effective as of the day and year first above written.

Date: April 11, 2008

NATIONAL CITY CORPORATION

By: /s/ Timothy J. Lathe
Title: Executive Vice President

Date: 4/11/08

NATIONAL CITY BANK, TRUSTEE

By: /s/ Robin W. Rice
Title:

**AMENDMENT NO. 14
TO THE NATIONAL CITY
SAVINGS AND INVESTMENT PLAN**
(amended and restated effective January 1, 2001)

National City Corporation, a Delaware corporation, and National City Bank, a national banking association, Trustee, hereby evidence the adoption of this Amendment No. 14 to the National City Savings and Investment Plan, as amended and restated as of January 1, 2001 (the "Plan").

1. Effective January 1, 2009, Section 1.1 of Article I of the Plan is hereby amended by the addition of a new subsection (8A) thereunder to read as follows:

“(8A) Catch-Up Contributions: Catch-Up Contributions provided for in Section 3.11.”

2. Effective January 1, 2008, Section 1.1 of Article I of the Plan is hereby amended by the deletion of subsection (11) thereunder and the substitution of a new subsection (11) in lieu thereof to read as follows:

“(11) Company: National City Corporation (a Delaware corporation) a bank holding company located in Cleveland, Ohio, and any successor corporation. The Company shall be the Plan Administrator and a Named Fiduciary hereunder.”

3. Effective January 1, 2008, Section 1.1 of Article I of the Plan is hereby amended by the addition of a new paragraph (c) of subsection (14) thereunder to read as follows:

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, in the event of the acquisition of Company by another business organization or the merger of the Company into another business organization whereby such organization assumes the obligations of the Company (hereinafter referred to as “the Successor Organization”), the Successor Organization shall determine whether or not individuals employed by the Successor Organization in business operations which were not acquired or resulting from the acquisition of or merger with the Company shall be considered Covered Employees under this Plan. Unless determined otherwise by the Successor Organization, individuals who are not in a Former National City Corporation Position shall not be Covered Employees under the Plan. For purposes of the foregoing sentence, the term ‘Former National City Position’ shall mean any position which is paid and tracked by the National City Corporation payroll system. No action taken pursuant to this paragraph (c) shall discriminate in favor of Highly Compensated Employees.”

4. Effective January 1, 2008, Section 1.1 of Article I of the Plan is hereby amended by the deletion of subsection (44) thereunder and the substitution of a new subsection (44) in lieu thereof to read as follows:

“(44) NCC Stock: Common Stock of National City Corporation, a Delaware corporation, and any successor corporation.”

5. Effective January 1, 2008, Article III of the Plan is hereby amended by the deletion of Section 3.5 thereunder and the substitution of a new Section 3.5 in lieu thereof to read as follows:

“3.5 Amount of Matching Employer Contributions. Subject to the provisions of the Plan and Trust Agreement, each Employer shall, as and to the extent it lawfully may, contribute to the Trust Fund on account of each pay period, Matching Employer Contributions in an amount equal to 115% of the Before-Tax Contributions for each such pay period for each Participant with respect to the first 6% of each such Participant’s Credited Compensation taken into account under Section 3.1. The Employer shall deliver its Matching Employer Contribution to the Trust Fund at the same time as the Before-Tax Contributions to which the Matching Employer Contributions relate are delivered. Notwithstanding the foregoing provisions of this Section, for any month during which an ESOP Loan is outstanding, ESOP Contributions and Supplemental ESOP Contributions shall be used to fund the Employers’ obligation to make Matching Employer Contributions pursuant to this Section and shall be applied as provided in Section 16.5.”

6. Effective January 1, 2008, Article III of the Plan is hereby amended by the deletion of Section 3.6 thereunder and the substitution of a new Section 3.6 in lieu thereof to read as follows:

“3.6 Allocation of Matching Employer Contributions. Each Employer’s Matching Employer Contributions made for a payroll period shall be allocated and credited to the Account of each Participant for whom Before-Tax Contributions were made during such payroll period, with each such Participant being credited with a portion of the Employer’s Matching Employer Contribution equal to the applicable percentage (determined under Section 3.5) of his Before-Tax Contributions for the preceding payroll period. Notwithstanding the foregoing provisions of this Section, for any payroll period during which an ESOP Loan is outstanding, Participants for whom Before-Tax Contributions were made during such payroll will not be credited with a Matching Allocation pursuant to this Section, but will be allocated and credited with a Matching Allocation in accordance with the provisions of Section 16.5.”

7. Effective January 1, 2009, Article III of the Plan is hereby amended by the addition of a new Section 3.11 thereunder to read as follows:

“3.11 Catch-Up Contributions. All Participants who are eligible to make

Before-Tax Contributions under the Plan and who have attained age 50 before the close of the Plan Year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, section 414(v) of the Code. Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. The Plan shall not be treated as failing to satisfy the provisions of the plan implementing the requirements of section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions. Any election made pursuant to this Section 3.11 shall be made in whole dollars and shall specify whether such Catch-Up Contributions are to be treated as Before-Tax Contributions or as Roth Elective Contributions under Article XVIII of the Plan. Notwithstanding the foregoing, no Catch-Up Contributions shall be made by a Participant for any payroll period unless (i) the Participant's aggregate Before-Tax Contributions and Roth Elective Contributions (determined without regard to this Section 3.11) for such payroll period are at least equal to 6% of such Participant's Covered Compensation for such payroll period; or (ii) such Participant is precluded from making Before-Tax Contributions and Roth Elective Contributions of such a percentage because of the limitation in effect under Code Section 402(g) and Section 4.1(1) of the Plan. Catch-Up Contributions made by a Participant (other than a Deferral Only Participant) shall be eligible for Employer Matching Contributions under Section 3.6 to the extent that such Catch-Up Contributions when aggregated with Before-Tax and Roth Elective Contributions for such payroll period do not exceed 6% of such Participant's Credited Compensation taken into account under Section 3.5.

8. Effective as of the dates set forth herein below, Article XVII of the Plan is hereby amended by adding the following new Sections at the end thereof:

“17.61 Appendix BI – the MidAmerica Bank, fsb Employees' Profit Sharing Plan – Merger into this Plan Attached and made a part of this Plan is Appendix BI relating to and providing for the merger of the MidAmerica Bank, fsb Employees' Profit Sharing Plan into this Plan, effective January 1, 2008 (or such later date as may be required by applicable law).

17.62 Appendix BJ – the MidAmerica Bank, fsb Employee Stock Ownership Plan – Merger into this Plan Attached and made a part of this Plan is Appendix BJ relating to and providing for the merger of the MidAmerica Bank, fsb Employee Stock Ownership Plan into this Plan, effective January 1, 2008 (or such later date as may be required by applicable law).

17.63 Appendix BK – the Pioneer Bank and Trust 401(k) Profit Sharing Plan – Merger into this Plan Attached and made a part of this Plan is Appendix BK relating to and providing for the merger of the Pioneer Bank and Trust 401(k) Profit Sharing Plan into this Plan, effective January 4, 2008 (or such later date as may be required by applicable law).

17.64 Appendix BL – Harbor Federal Savings Bank 401(k) Plan – Merger into this Plan Attached and made a part of this Plan is Appendix BL relating to and providing for the merger of the Harbor Federal Savings Bank 401(k) Plan into this Plan, effective February 28, 2008 (or such later date as may be required by applicable law).

17.65 Appendix BM – the Savings Plan For Employees of Fidelity Federal Bank & Trust – Merger into this Plan Attached and made a part of this Plan is Appendix BM relating to and providing for the merger of the Savings Plan For Employees of Fidelity Federal Bank & Trust into this Plan, effective March 25, 2008 (or such later date as may be required by applicable law).

17.66 Appendix BN – Harbor Federal Savings Bank Employee Stock Ownership Plan – Merger into this Plan Attached and made a part of this Plan is Appendix BN relating to and providing for the merger of the Harbor Federal Savings Bank Employee Stock Ownership Plan into this Plan, effective March 31, 2008 (or such later date as may be required by applicable law).

17.67 Appendix BO – First of America Bank, Kankakee N.A. Profit Sharing Plan – Merger into this Plan Attached and made a part of this Plan is Appendix BO relating to and providing for the merger of the First of America Bank, Kankakee N.A. Profit Sharing Plan into this Plan, effective October 1, 2008 (or such later date as may be required by applicable law).”

This Amendment No. 14 is executed at Cleveland, Ohio this 17th day of December, 2008 but effective as otherwise set forth above.

NATIONAL CITY BANK, TRUSTEE

By: /s/ Christopher J. Dziak
Title: Assistant Vice President

NATIONAL CITY CORPORATION

By: Shelley J. Seifert
Title: Executive Vice President

By: /s/ Jeffrey D. Kelly
Title: Vice Chairman and CFO

January 22, 2009

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

Re: The PNC Financial Services Group, Inc., Inc.
Registration Statement on Form S-8 Relating to the National City Savings and
Investment Plan, The PNC Financial Services Group, Inc. Supplemental Incentive
Savings Plan and The PNC Financial Services Group, Inc. and Affiliates Deferred
Compensation Plan

Ladies and Gentlemen:

We have acted as counsel to The PNC Financial Services Group, Inc., a Pennsylvania corporation (the "Company"), in connection with the preparation of a registration statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to 4,400,000 shares of PNC's common stock, par value \$5.00 per share (the "Common Stock"), to be issued under the National City Savings and Investment Plan (the "401(k) Plan"), \$30,000,000 of deferred compensation obligations to be issued under The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan (the "SISP") and \$10,000,000 of deferred compensation obligations to be issued under The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan (the "DCP"). We have examined such certificates, records, statutes and other documents as we have deemed relevant in rendering this opinion.

As to matters of fact, we have relied on representations of officers of the Company. In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of the documents submitted to us as originals, the conformity with the originals of all documents submitted to us as certified, facsimile or photostatic copies and the authenticity of the originals of all documents submitted to us as copies.

Based upon the foregoing, it is our opinion that (i) the shares of Common Stock originally issued by the Company to participants under the 401(k) Plan, when issued and delivered by the Company in accordance with the terms of the Plan, will be duly authorized, validly issued, fully paid and non-assessable; and (ii) the deferred compensation obligations of PNC, when established pursuant to the terms of the SISP or the DCP, as the case may be, will be valid and binding obligations of PNC, enforceable against PNC in accordance with their terms except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance and similar laws affecting rights and remedies of creditors generally, and by general principles of equity. The opinion set forth above is limited to the laws of the Commonwealth of Pennsylvania.

We hereby consent to the use of this opinion as Exhibit 5 to the Registration Statement. In giving such opinion, we do not thereby admit that we are acting within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission thereunder.

Very truly yours,

/s/ Morgan, Lewis & Bockius LLP

MORGAN, LEWIS & BOCKIUS

Consent of Independent Registered Public Accounting Firm

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

/s/ PricewaterhouseCoopers LLP

Pittsburgh, Pennsylvania
January 22, 2009

Consent of Independent Registered Public Accounting Firm

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

/s/ Deloitte & Touche LLP

Pittsburgh, Pennsylvania
January 22, 2009

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-8) of The PNC Financial Services Group, Inc. pertaining to the National City Savings and Investment Plan, The PNC Financial Services Group, Inc. Supplemental Incentive Savings Plan, and The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan and to the incorporation by reference therein of our report dated February 13, 2008 (except Note 27, as to which the date is November 12, 2008) with respect to the consolidated financial statements of National City Corporation, and our report dated February 13, 2008 with respect to the effectiveness of internal control over financial reporting of National City Corporation, included in The PNC Financial Services Group, Inc.’s Current Report (Form 8-K) dated December 2, 2008, filed with the Securities and Exchange Commission. We also consent to the incorporation by reference in this Registration Statement (Form S-8) of The PNC Financial Services Group, Inc. of our report dated June 25, 2008 with respect to the financial statements of the National City Savings and Investment Plan (the “401(k) Plan”), included in the 401(k) Plan’s Annual Report (Form 11-K) for the year ended December 31, 2007, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Cleveland, Ohio
January 21, 2009

Consent of Independent Registered Public Accounting Firm

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

/s/ Deloitte & Touche LLP

New York, New York
January 21, 2009

POWER OF ATTORNEY

The PNC Financial Services Group, Inc.

Each of the undersigned directors and/or officers of The PNC Financial Services Group, Inc. ("PNC"), a Pennsylvania corporation, hereby names, constitutes and appoints Richard J. Johnson, Samuel R. Patterson, Karen M. Barrett, and George P. Long, III, and each of them individually, with full power to act without the others and with full power of substitution and resubstitution, the undersigned's true and lawful attorney-in-fact and agent to execute for the undersigned and in his or her name, place and stead, in any and all capacities, one or more Registration Statements on Form S-8 (or other appropriate form) to be filed for: (1) the registration of deferred obligations in and Plan interests of participation pursuant to the The PNC Financial Services Group, Inc. Supplemental Savings Incentive Plan and The PNC Financial Services Group, Inc. and Affiliates Deferred Compensation Plan hereto; or (2) the offering and/or sale of shares of PNC common stock in connection with The National City Savings and Investment Plan hereto; and in addition to such plans, any successor plan or plans, and any and all amendments (including post-effective amendments) to such Registration Statement or Registration Statements, and to file the same, with all exhibits thereto, and any and all other documents in connection therewith, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulating body, hereby granting to said attorneys-in-fact and agents, and each of them acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith as fully to all intents and purposes as the undersigned might or could do in person;

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

IN WITNESS WHEREOF, the following persons have duly signed this Power of Attorney as of this 22nd day of January, 2009.

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

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