UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported) March 30, 2009

THE PNC FINANCIAL SERVICES GROUP, INC.

(Exact Name of Registrant as Specified in Its Charter)

Pennsylvania **(State or Other Jurisdiction of Incorporation)**		
001-09718 **(Commission File Number)**		**25-1435979** **(IRS Employer Identification No.)**
One PNC Plaza **249 Fifth Avenue** **Pittsburgh, Pennsylvania** **(Address of Principal Executive Offices)**		**15222** **(Zip Code)**

(412) 762-2000
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01 Other Events.

On March 31, 2009, PNC Funding Corp ("Funding"), an indirect, wholly owned subsidiary of The PNC Financial Services Group, Inc. (the "Corporation"), completed the public offer and sale of $1,000,000,000 aggregate principal amount of its Floating Rate Senior Notes due April 1, 2012 (the "Senior Notes"), unconditionally guaranteed by the Corporation (the "Guarantees"). The Senior Notes are also guaranteed by the Federal Deposit Insurance Corporation ("FDIC") under its Temporary Liquidity Guarantee Program – Debt Guarantee Program (the "TLGP Program"). The Senior Notes were sold pursuant to an Underwriting Agreement dated March 30, 2009 (the "Underwriting Agreement") by and among Funding, the Corporation, Citigroup Global Markets Inc. and J.P. Morgan Securities Inc., as Representatives of the several Underwriters named therein. The Underwriting Agreement is attached to this Current Report on Form 8-K as Exhibit 1.1 and is incorporated into this Item 8.01 by reference. The Notes were issued pursuant to a Registration Statement on Form S-3 (Nos. 333-139912 and 333-139912-01), initially filed with the Securities and Exchange Commission on January 11, 2007 and effective immediately upon filing (the "Registration Statement").

In connection with the offering, Funding, the Corporation and The Bank of New York Mellon (the "Trustee") entered into a Fifth Supplemental Indenture, dated as of March 31, 2009 (the "Supplemental Indenture") to the Indenture dated as of December 1, 1991, among Funding, the Corporation and the Trustee, as amended by a Supplemental Indenture dated as of February 15, 1993, as further amended by a Second Supplemental Indenture dated as of February 15, 2000, as further amended by a Third Supplemental Indenture dated as of December 19, 2008 and as further amended by a Fourth Supplemental Indenture dated as of December 19, 2008. The Supplemental Indenture is attached to this Current Report on Form 8-K as Exhibit 4.1 and is incorporated into this Item 8.01 by reference.

The form of the Senior Notes is attached to this Current Report on Form 8-K as Exhibit 4.2. The form of the related Guarantees for the Senior Notes is attached to this Current Report on Form 8-K as Exhibit 4.3. These Exhibits are incorporated into this item 8.01 by reference.

This Current Report on Form 8-K is being filed for the purpose of filing the attached documents in connection with the issuance of the Senior Notes as exhibits to the Registration Statement and such exhibits are hereby incorporated by reference into the Registration Statement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed herewith:

Exhibit No.	Description
1.1	Underwriting Agreement, dated as of March 30, 2009, by and among PNC Funding Corp, The PNC Financial Services Group, Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities Inc., as Representatives of the several Underwriters named therein.
4.1	Fifth Supplemental Indenture, dated as of March 31, 2009, by and among PNC Funding Corp, The PNC Financial Services Group, Inc. and The Bank of New York Mellon, as Trustee.
4.2	Form of Floating Rate Senior Notes due April 1, 2012.
4.3	Form of Guarantee related to Floating Rate Senior Notes due April 1, 2012.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE PNC FINANCIAL SERVICES GROUP, INC.
(Registrant)

By: /s/ Samuel R. Patterson
Name: Samuel R. Patterson
Title: Controller

Date: April 3, 2009

EXHIBIT INDEX

Number	Description	Method of Filing
1.1	Underwriting Agreement, dated as of March 30, 2009, by and among PNC Funding Corp, The PNC Financial Services Group, Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities Inc., as Representatives of the several Underwriters named therein.	Filed herewith.
4.1	Fifth Supplemental Indenture, dated as of March 31, 2009, by and among PNC Funding Corp, The PNC Financial Services Group, Inc. and The Bank of New York Mellon, as Trustee.	Filed herewith.
4.2	Form of Floating Rate Senior Notes due April 1, 2012.	Included in Exhibit 4.1.
4.3	Form of Guarantee related to Floating Rate Senior Notes due April 1, 2012.	Included in Exhibit 4.1.

Exhibit 1.1

EXECUTION COPY

PNC Funding Corp, Issuer
and
The PNC Financial Services Group, Inc., Guarantor

Underwriting Agreement

New York, New York
March 30, 2009

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

Dear Ladies and Gentlemen:

PNC Funding Corp, a Pennsylvania corporation (the "Company"), proposes to issue and sell to the underwriters named in Schedule II hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), the principal amount of its securities identified in Schedule I hereto (together with the guarantees mentioned below, the "Securities") to be guaranteed by The PNC Financial Services Group, Inc., a Pennsylvania corporation (the "Guarantor"), and to be issued under an indenture dated as of December 1, 1991, among the Company, the Guarantor and The Bank of New York Mellon (formerly know as The Bank of New York, successor to JPMorgan Chase Bank, N.A., which was formerly known as The Chase Manhattan Bank, which was formerly known as Chemical Bank, successor by merger to Manufacturers Hanover Trust Company), as trustee (the "Trustee"), as amended by a Supplemental Indenture dated as of February 15, 1993, among the Company, the Guarantor and the Trustee, as further amended by a Second Supplemental Indenture dated as of February 15, 2000, as further amended by a Third Supplemental Indenture dated as of December 19, 2008, as further amended by a Fourth Supplemental Indenture dated as of December 19, 2008, and as further amended by a Fifth Supplement Indenture to be dated on the Closing Date (as amended, the "Indenture"). If the firm or firms listed in Schedule II hereto include only the firm or firms listed in Schedule I hereto, then the terms "Underwriters" and "Representatives," as used herein, shall each be deemed to refer to such firm or firms.

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

(a) The Company and the Guarantor meet the requirements for the use of Form S-3 under the Securities Act of 1933 (the "Act") and have filed with the Securities and Exchange Commission (the "Commission") a registration statement (the file number of which is set forth in Schedule I hereto), on such Form, including a basic prospectus, for registration under the Act of

the offering and sale of the Securities. The Company and the Guarantor may have filed one or more amendments thereto, and have prepared a Preliminary Final Prospectus, each of which has previously been furnished to you. Such registration statement, as so amended, has become effective. The offering of the Securities is a Delayed Offering (as defined below) and, although the Basic Prospectus may not include all information with respect to the Securities and the offering thereof required by the Act and the rules thereunder to be included in the Final Prospectus, the Basic Prospectus includes all such information required by the Act and the rules thereunder to be included therein as of the Effective Date. The Company and the Guarantor will file a term sheet pursuant to Rule 433 disclosing the pricing terms of the offering. The Company and the Guarantor will next file with the Commission pursuant to Rules 415 and 424(b)(2) or (5) a final supplement to the Basic Prospectus relating to the Securities and the offering thereof. As filed, such final prospectus supplement shall include all required information with respect to the Securities and the offering thereof and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Basic Prospectus and the Pricing Disclosure Package) as the Company has advised you, prior to the Execution Time, will be included or made therein.

(b) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") or form of prospectus) and (iii) at the time the Company, the Guarantor or any person acting on their behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Securities in reliance on the exemption in Rule 163, the Company and Guarantor were each a "well-known seasoned issuer" as defined in Rule 405; and at the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2)) of the Securities, the Company was not an "ineligible issuer" as defined in Rule 405.

(c) Neither the Company nor the Guarantor have sustained since the date of the latest audited financial statements included or incorporated by reference in the Basic Prospectus, as amended and supplemented immediately prior to the Applicable Time, any material loss or interference with their business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Basic Prospectus, as amended and supplemented immediately prior to the Applicable Time; and, since the respective dates as of which information is given in the Registration Statement and the Basic Prospectus, as amended and supplemented immediately prior to the Applicable Time, there has not been any material change in the capital stock or long term

debt of the Company or the Guarantor or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company or the Guarantor, otherwise than as set forth or contemplated in the Basic Prospectus, as amended and supplemented immediately prior to the Applicable Time.

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

(e) The financial statements (including the related notes thereto) of the Guarantor and its consolidated subsidiaries included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus comply in

all material respects with the applicable requirements of the Act and the Exchange Act, as applicable, and present fairly the financial position of the Guarantor and its consolidated subsidiaries as of the dates indicated and the results of operations and the changes in cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis throughout the periods covered thereby, and any supporting schedules included or incorporated by reference in the Registration Statement present fairly the information required to be stated therein; the other financial information of the Guarantor and its consolidated subsidiaries included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus has been derived from the accounting records of the Guarantor and its consolidated subsidiaries and presents fairly the information shown thereby; and the pro forma financial information and the related notes thereto included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus have been prepared in accordance with the applicable requirements of the Act and the Exchange Act, as applicable, and the assumptions underlying such pro forma financial information are reasonable and are set forth in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus.

(f) The terms that follow, when used in this Agreement, shall have the meanings indicated. The term "theEffective Date" shall mean each date that the Registration Statement and any post effective amendment or amendments thereto became or become effective. "Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto. "Applicable Time" shall mean the time and date set forth on Schedule I hereto. "Basic Prospectus" shall mean the prospectus referred to in paragraph (a) above contained in the Registration Statement at the Effective Date. "Preliminary Final Prospectus" shall mean any preliminary prospectus supplement to the Basic Prospectus which describes the Securities and the offering thereof and is used prior to filing of the Final Prospectus. "Pricing Disclosure Package" shall mean the Basic Prospectus (as amended and supplemented immediately prior to the Applicable Time) and any Preliminary Final Prospectus as supplemented by the final term sheet prepared and filed pursuant to Section 4(a) hereof and by the other Issuer Free Writing Prospectuses listed on Schedule III hereto. "Final Prospectus" shall mean the prospectus supplement relating to the Securities that is first filed pursuant to Rule 424(b) after the Execution Time, together with the Basic Prospectus, included in the Registration Statement at the Effective Date. "Issuer Free Writing Prospectus" shall mean any "issuer free writing prospectus" as defined in Rule 433. "Registration Statement" shall mean the registration statement referred to in paragraph (a) above, including incorporated documents, exhibits and financial statements, as amended at the Execution Time (or, if not effective at the Execution Time, in the form in which it shall become effective) and, in the event any post effective amendment thereto becomes effective prior to the Closing Date (as hereinafter defined), shall also mean such registration statement as so amended. Such term shall include any Rule 430 Information deemed to be included therein at the Effective Date as provided by

Rule 430A, Rule 430B or Rule 430C. "Rule 405," "Rule 415," "Rule 424," "Rule 430A", "Rule 430B," "Rule 430C," "Rule 433" and "Regulation S-K" refer to such rules or regulations under the Act. "Rule 430 Information" means information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A, Rule 430B or Rule 430C. Any reference herein to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus, the Pricing Disclosure Package or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus, the Pricing Disclosure Package or the Final Prospectus, as the case may be, and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. A "Delayed Offering" shall mean an offering of securities pursuant to Rule 415 which does not commence promptly after the effective date of a registration statement, with the result that only information required pursuant to Rule 415 needs to be included in such registration statement at the effective date thereof with respect to the securities so offered.

(g) Neither the Guarantor nor the Company is, and after the issuance and sale of the Securities and application of the net proceeds from such sale as described in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus under the caption "Use of Proceeds" and after giving effect to the transactions described therein will be, an "investment company" or a company "controlled by" an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations thereunder (the "Investment Company Act").

(h) Neither the Guarantor nor any of its subsidiaries nor, to the knowledge of the Guarantor, any director, officer, agent, employee or affiliate of the Guarantor or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Guarantor, its subsidiaries and, to the knowledge of the Guarantor, its affiliates, have

conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(i) Each of the Guarantor and the Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation and has all power and authority (corporate and other) necessary to own or hold its material properties and to conduct its business substantially in the manner in which it presently conducts such business.

(j) Each of the Guarantor and the Company has all corporate power and authority necessary to execute and deliver this Agreement and to perform its obligations hereunder; the execution, delivery and performance of this Agreement and the terms of the Securities as established in the Guarantor's and the Company's Articles of Incorporation, as amended to the Closing Date, and compliance with the provisions hereof and thereof by the Guarantor and the Company will not constitute a breach of, or default under, (x) the corporate charter or by-laws of the Guarantor and the Company, (y) any material agreement, indenture or other instrument relating to indebtedness for money borrowed to which the Guarantor or the Company is a party, or (z) to the best of the Guarantor's and Company's knowledge, any law, order, rule, regulation or decree of any court, governmental agency or authority located in the United States having jurisdiction over the Guarantor or the Company or any property of the Guarantor or the Company, which breach or default, in case of (y) and (z), would be reasonably likely to have a material adverse effect on the Guarantor and its subsidiaries taken as a whole; and no consent, authorization or order of, or filing or registration with, any court or governmental agency or authority is required for the execution, delivery and performance of this Agreement by the Guarantor or the Company except such as have been made or obtained or will be made or obtained on or before the Closing Date and except such as may be required under applicable state securities or "blue sky" laws.

(k) The Securities being delivered to the Underwriters at the Closing Date conform in all material respects to the description thereof in the Prospectus, have been duly authorized and, when issued and delivered against payment therefor as provided in this Agreement, will be duly and validly issued.

(l) The operations of the Guarantor and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Guarantor or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Guarantor, threatened.

(m) Neither the Guarantor nor any of its subsidiaries nor, to the knowledge of the Guarantor, any director, officer, agent, employee or affiliate of the Guarantor or any of its subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Guarantor will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(n) The Guarantor maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Guarantor's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. As of December 31, 2008, the Guarantor's internal control over financial reporting was effective and the Guarantor is not aware of any material weaknesses in its internal control over financial reporting.

(o) Since the date of the latest audited financial statements included or incorporated by reference in the Final Prospectus, there has been no change in the Guarantor's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Guarantor's internal control over financial reporting.

(p) The Guarantor maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Guarantor and its subsidiaries is made known to the Guarantor's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective as of December 31, 2008.

(q) The Guarantor has an authorized capitalization as set forth in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus; all the outstanding shares of capital stock of the Guarantor have been duly and validly authorized and issued and are fully paid and non-assessable; and all the outstanding shares of capital stock or other equity interests of PNC Bank, National Association, ("PNC Bank") owned, directly or indirectly, by the Guarantor have been duly and validly authorized and issued, are fully paid and (except as provided in 12 U.S.C. § 55) non-assessable and are owned directly or indirectly by the Guarantor, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party.

(r) Except as described in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus, there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Guarantor or any of its subsidiaries is a party or to which any property of the Guarantor or any of its subsidiaries is the subject that, individually or in the aggregate would reasonably be expected to have a material adverse effect upon the business, condition or properties of the Guarantor and its subsidiaries, taken as a whole; except as described in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus, no such investigations, actions, suits or proceedings are threatened or, to the knowledge of the Guarantor, contemplated by any governmental or regulatory authority or threatened by others; and (i) there are no current or pending legal, governmental or regulatory actions, suits or proceedings that are required under the Act to be described in the Registration Statement, the Pricing Disclosure Package or the Final Prospectus that are not so described in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus and (ii) there are no contracts or other documents that are required under the Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package or the Final Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus.

(s) Each of the Guarantor and the Company is a "participating entity" in the "debt guarantee program", in each case as defined in the Temporary Liquidity Guarantee Program (12 C.F.R. Part 370), as amended (the "TLG Program"), adopted by the Federal Deposit Insurance Corporation (the "FDIC").

(t) Each of the Guarantor and the Company has duly authorized, executed and delivered the "master agreement", as required pursuant to Section 370.5 of the TLG Program, with the FDIC in respect of the Securities.

(u) The Securities constitute "FDIC-guaranteed debt" (as defined in Section 370.2(i) of the TLG Program) and do not exceed the maximum amount of "FDIC-guaranteed debt" (as defined in Section 370.2(i) of the TLG Program) issuable by the Company and the Guarantor and allowable under the TLG Program as set forth in Section 370.3(b) of the TLG Program.

Section 2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to, and the Guarantor agrees to cause the Company to, issue and sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price set forth in Schedule I hereto the principal amount of the Securities set forth opposite such Underwriter's name in Schedule II hereto.

Section 3. Delivery and Payment. Delivery of and payment for the Securities shall be made on the date and at the time specified in Schedule I hereto (or such later date not later than five business days after such specified date as the Representatives

shall designate), which date and time may be postponed by agreement among the Representatives, the Company and the Guarantor or as provided in Section 8 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer of immediately available funds. Delivery of the Securities shall be made at such location in The City of New York as the Representatives shall reasonably designate at least one business day in advance of the Closing Date and payment for the Securities shall be made at the office specified in Schedule I hereto. Certificates for the Securities shall be registered in such names (including the nominee for any depositary which will hold Securities to be established for "book entry" issuance and transfer) and in such denominations as the Representatives may request no later than midnight on the business day immediately preceding the Closing Date.

The Company and the Guarantor agree to have the Securities available for inspection, checking and packaging by the Representatives in New York, New York, not later than 8:00 a.m. on the Closing Date.

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

(a) Prior to the termination of the offering of the Securities, the Company and the Guarantor will not file any amendment to the Registration Statement or supplement (including the Final Prospectus or any Preliminary Final Prospectus) to the Basic Prospectus unless the Company and the Guarantor have furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, the Company and the Guarantor will cause the Final Prospectus, properly completed, and any supplement thereto to be filed with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed; will prepare a final term sheet, containing solely a description of the Securities in a form approved by you and will file such term sheet pursuant to Rule 433(d) within the time period prescribed; will promptly file all other material required to be filed by the Company and the Guarantor with the Commission pursuant to Rule 433(d) and will provide evidence satisfactory to the Representatives of such timely filing. The Company and the Guarantor will promptly advise the Representatives (i) when the Registration Statement, if not effective at the Execution Time, and any amendment thereto, shall have become effective, (ii) when the Final Prospectus, and any supplement thereto, shall have been filed with the Commission pursuant to Rule 424(b), (iii) when any Issuer Free Writing Prospectus shall have been filed with the Commission, (iv) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (v) of any request by the Commission for any amendment of the Registration Statement or supplement to the Final Prospectus or for any additional information, (vi) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of

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

(b) If, at any time when a prospectus relating to the Securities is required to be delivered (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) under the Act, any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the Company and the Guarantor promptly will advise the Underwriters of the happening of such event and prepare and file with the Commission, at the Company's and the Guarantor's expense, subject to the first sentence of paragraph (a) of this Section 4, an amendment or supplement which will correct such statement or omission or effect such compliance.

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

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

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

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

(g) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company and the Guarantor will pay or cause to be paid all expenses, fees and taxes incident to the performance of their obligations under this Agreement, including, without limitation: (i) the fees, disbursements and expenses of their counsel and the accountants in connection with the issuance and sale of the Securities and all other fees or expenses in connection with the preparation of the Preliminary Final Prospectus, the Pricing Disclosure Package, the Final Prospectus, any Issuer Free Writing Prospectuses prepared by or on behalf of, used by, or referred to by them and any amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the delivering of copies thereof to the Underwriters and to dealers (including costs of mailing and shipment), (ii) all costs and expenses related to the transfer and delivery of the Securities to the Underwriters, including any transfer or other taxes payable thereon, (iii) any fees charged by rating agencies for the rating of the Securities, (iv) the fees and expenses, if any, incurred in connection with the admission of the Securities in any appropriate stock exchange or market system, (v) the costs and charges of the Trustee, (vi) the cost of the preparation, issuance and delivery of the Securities and (vii) all other costs and expenses incident to the performance of their obligations hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section and Section 7 hereof, the Underwriters will pay all of their own costs and expenses, including the fees and disbursements of their counsel, and transfer taxes payable on resale of any of the Securities by them.

(h) The Company and the Guarantor will not use the proceeds of the Securities to prepay debt that is not "FDIC-guaranteed debt" (as defined in Section 370.3(e)(1) of the TLG Program).

(i) The Company and the Guarantor will pay all FDIC assessments and fees associated with the Securities due pursuant to Section 370.6 of the TLG Program within the time period required by such Section.

Section 5. Additional Agreements Relating to Free Writing Prospectuses.

(a) The Company and the Guarantor represent and agree that, other than the final term sheet prepared and filed pursuant to Section 4(a) hereof and the Issuer Free Writing Prospectuses listed on Schedule III hereto, without the prior consent of the Representatives, they have not made and will not make any offer relating to the Securities that would constitute a "free writing prospectus" as defined in Rule 405.

(b) Each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, except for the final term sheet prepared and filed pursuant to Section 4(a) hereof, it has not made and will not make any offer relating to the Securities that would constitute an "issuer free writing prospectus", as defined by Rule 433, or that would otherwise constitute a "free writing prospectus" as defined by Rule 405 that would be required to be filed with the Commission.

(c) Any free writing prospectus the use of which has been consented to by the Company and the Representatives (including the final term sheet prepared and filed pursuant to Section 4(a) hereof) is listed on Schedule III hereto.

(d) The Company and the Guarantor have complied and will comply with the requirements of Rule 433 applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending.

(e) The Company and the Guarantor agree that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Disclosure Package or the Final Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company and the Guarantor will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document which will correct such conflict, statement or omission.

Section 6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company and the Guarantor contained herein as of the Execution Time and the Closing Date, to the accuracy of the statements of the Company and the Guarantor made in any certificates pursuant to the provisions hereof, to the performance by the Company and the Guarantor of their obligations hereunder and to the following additional conditions:

(a) If the Registration Statement has not become effective prior to the Execution Time, unless the Representatives agree in writing to a later time, the Registration Statement will become effective not later than (i) 6:00 p.m. New York City time, on the date of determination of the public offering price, if such determination occurred at or prior to 3:00 p.m. New York City time on such date or (ii) 12:00 Noon on the business day following the day on which the public offering price was determined, if such determination occurred after 3:00 p.m. New York City time on such date; if filing of the Final Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the Final Prospectus, and any such supplement, shall have been filed in the manner and within the time period required by Rule 424(b); the final term sheet contemplated by Section 4(a) hereof, any other material required to be filed by the Company and the Guarantor pursuant to Rule 433(d) shall have been filed in the manner and within the time period required by Rule 433 and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company and the Guarantor shall have furnished to the Representatives the opinion of George P. Long, III, Esq., Senior Counsel and Corporate Secretary of the Guarantor, dated the Closing Date (which opinion may be relied upon by Cravath, Swaine & Moore LLP, counsel for the Underwriters, as to matters of Pennsylvania law), to the effect that:

(i) each of the Company and Guarantor is a corporation duly incorporated and is presently subsisting as a corporation under the laws of the Commonwealth of Pennsylvania with all requisite corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus, except for such power and authority the absence of which would not have a material adverse effect on the Guarantor or the Company, as the case may be, or materially and adversely affect its ability to perform its obligations under this Agreement, the Indenture and the Securities, and the Guarantor is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended;

(ii) PNC Bank is validly organized and existing as a national banking association in good standing under the laws of the United States, with all requisite power and authority to own, lease and operate its properties and conduct its business as described in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus, except for such power and authority the absence of which would not have a material adverse effect on PNC Bank;

(iii) all the outstanding shares of capital stock of PNC Bank have been duly and validly authorized and issued and (except as provided in 12 U.S.C. § 55) are fully paid and nonassessable, and all outstanding shares of capital stock of PNC

Bank are owned by the Guarantor through PNC Bancorp, Inc., a wholly owned subsidiary of the Guarantor, free and clear of any perfected security interest and, to the knowledge of such counsel after due inquiry, any other security interests, claims, liens or encumbrances;

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

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

(vi) to the knowledge of such counsel, there are no actions, suits, proceedings or investigations pending or threatened against the Guarantor, the Company or PNC Bank in any court or before or by an arbitrator or governmental authority, of a character required to be disclosed in the Registration Statement which are not disclosed in the Pricing Disclosure Package

and the Final Prospectus, and to the best of such counsel's knowledge, there is no franchise, contract or other document of a character required to be described in the Registration Statement, the Pricing Disclosure Package or the Final Prospectus, or to be filed as an exhibit, which is not described or filed as required; and the statements included or incorporated in the Pricing Disclosure Package and the Final Prospectus describing any legal proceedings or material contracts or agreements relating to the Guarantor or any of its subsidiaries fairly summarize such matters in all material respects;

(vii) the Registration Statement has become effective under the Act; any required filing of the Basic Prospectus, any Preliminary Final Prospectus and the Final Prospectus, and any supplements thereto, pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); any required filing of any Issuer Free Writing Prospectus pursuant to Rule 433(d) has been made in the manner and within the time period required by Rule 433; to the best knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement, the Pricing Disclosure Package and the Final Prospectus (other than the financial statements and other financial information contained or incorporated therein, and that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act, as to which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of that Act and the Exchange Act and the respective rules and regulations thereunder;

(viii) this Agreement has been duly authorized, executed and delivered by the Company and the Guarantor;

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

(x) neither the issuance and sale of the Securities nor consummation of any other of the transactions contemplated herein nor the fulfillment of the terms hereof will: (A) violate any provision of the charter or by-laws of the Company or the Guarantor or (B) constitute a violation or breach of or default under any material provision of any material indenture or other material agreement or instrument known to such counsel and to which the Company, the Guarantor or PNC Bank is

a party, or (C) violate any judgment, order or decree applicable to the Company, the Guarantor or PNC Bank of any court or federal or state regulatory or governmental agency having jurisdiction over the Company, the Guarantor or PNC Bank; except in (A), (B), or (C) above, with respect to violations, breaches or defaults that would not have a material adverse effect on the Company, the Guarantor and its consolidated subsidiaries taken as a whole or PNC Bank;

(xi) neither the Guarantor nor the Company is and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus, will be an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act;

(xii) the Securities and the Indenture conform in all material respects to the descriptions thereof in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus; and

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

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

(c) The Representatives shall have received an opinion of Reed Smith LLP counsel to the Guarantor and the Company, dated the Closing Date, substantially to the effect that:

(i) neither the Guarantor nor the Company is, and after the issuance and sale of the Securities and application of the net proceeds from such sale as described in the Registration Statement, the Pricing Disclosure Package and the Final

Prospectus under the caption "Use of Proceeds" and after giving effect to the transactions described therein will be, an "investment company" or a company "controlled by" an "investment company" within the meaning of the Investment Company Act;

(ii) the statements set forth in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus under the caption "Certain Terms of the Senior Notes" and "Certain Terms of the Senior Notes—FDIC Guarantee under the Temporary Liquidity Guarantee Program", insofar as they purport to describe the provisions of the laws and documents referred to therein, fairly and accurately summarize in all material respects the matters described therein;

(iii) the discussion set forth in the Registration Statement, the Pricing Disclosure Package and the Final Prospectus under the caption "Certain United States Federal Income Tax Considerations", in so far as it relates to matters of United States federal income tax laws, subject to the qualifications, exceptions, assumptions and limitations described therein, fairly and accurately summarize in all material respects the matters set forth therein; and

(iv) the Securities, upon payment and delivery in accordance with this Agreement, will be entitled to the benefits of the guarantee of the FDIC in accordance with the terms and conditions of the TLG Program.

(d) The Representatives shall have received from Cravath, Swaine & Moore LLP, counsel for the Underwriters, an opinion, dated the Closing Date, with respect to the issuance and sale of the Securities, the Registration Statement, and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

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

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

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

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

(f) On or subsequent to the Applicable Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof), the Pricing Disclosure Package (exclusive of any supplement thereof) and the Final Prospectus (exclusive of any supplement thereto), there shall not have been (i) with respect to the period subsequent to the date of the most recent audited or unaudited consolidated financial statements incorporated in the Registration Statement and the Final Prospectus, at March 26, 2009, any increases in total borrowed funds of the Guarantor and its subsidiaries or any decreases in the capital stock (defined as each of the individual dollar amounts of preferred stock, common stock, and capital surplus) of the Guarantor or the shareholders' equity of the Guarantor as compared with the amounts shown on the most recent consolidated balance sheet incorporated in the Registration Statement and the Final Prospectus, or for the period from the date of the most recent audited or unaudited consolidated financial statements incorporated in the Registration Statement and the Final Prospectus to February 28, 2009 any decreases, as compared with the corresponding period in the preceding year, in consolidated net interest income or in total or per-share amounts of income before extraordinary items or of net income of the Guarantor, except in all instances for changes or decreases disclosed to the Underwriters in a letter from the Guarantor, which letter shall be accompanied by an explanation by the Guarantor as to the significance thereof unless said explanation is not deemed necessary by the Representatives, or (ii) any change, or any development involving a prospective change, in or affecting the business or properties of the Guarantor and its subsidiaries the effect of which, in any case referred to in clause (i) or (ii) above, is, in the judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or the delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof), the Pricing Disclosure Package (exclusive of any supplement thereto) and the Final Prospectus (exclusive of any supplement thereto).

(g) On or subsequent to the Applicable Time, there shall not have been any decrease in the ratings of any of the Guarantor's debt securities by any "nationally recognized statistical rating organization" (as such term is defined by the Commission for the purposes of Rule 436(g)(2) under the Act), or any public announcement that any such organization has under surveillance or review the ratings of any of the Guarantor's debt securities (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating), and if, in any such case, the effect thereof in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the purchase of the Securities.

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

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or telegraph confirmed in writing.

Section 7. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company or the Guarantor to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company and the Guarantor will reimburse the Underwriters severally upon demand for all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities. In no event shall the Company or the Guarantor be liable to the Underwriters for loss of anticipated profits from the transactions contemplated by this Agreement.

Section 8. Indemnification and Contribution. (a) The Company and the Guarantor jointly and severally agree to indemnify and hold harmless each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as

such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Basic Prospectus, any Preliminary Final Prospectus, the Pricing Disclosure Package or the Final Prospectus, or in any amendment thereof or supplement thereto, any Issuer Free Writing Prospectus, or any "issuer information" filed or required to be filed pursuant to Rule 433(d) or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company and the Guarantor will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company and the Guarantor by or on behalf of any Underwriter through the Representatives specifically for use in connection with the preparation thereof, or that part of the Registration Statement constituting the "Statement of Eligibility and Qualification" (Form T-1) of the Trustee under the Trust Indenture Act. This indemnity agreement will be in addition to any liability which the Company and the Guarantor may otherwise have.

(b) Each Underwriter severally agrees to indemnify and hold harmless the Company and the Guarantor, each of their respective directors, each of their respective officers who signs the Registration Statement, and each person who controls the Company or the Guarantor within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company and the Guarantor to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company and the Guarantor by or on behalf of such Underwriter through the Representatives specifically for use in the preparation of the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company and the Guarantor acknowledge that the statements set forth in the last paragraph of the cover page, and, under the heading "Underwriting" (i) the list of Underwriters and their respective participation in the sale of the Securities, (ii) the sentences related to discounts and commissions and (iii) the paragraphs related to stabilization and syndicate covering transactions and penalty bids in any Preliminary Final Prospectus or the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in the documents referred to in the foregoing indemnity, and you, as the Representatives, confirm that such statements are correct.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under paragraph (a) or (b) of this Section 8, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event

shall not relieve it from any liability which it may have to any indemnified party otherwise than under paragraph (a) or (b) of this Section 8. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof, with counsel satisfactory to such indemnified party; provided, however, that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense of such action and approval by the indemnified party of such counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (plus any local counsel), approved by the Representatives in the case of paragraph (a) of this Section 8, representing the indemnified parties under such paragraph (a) who are parties to such action), (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party; and except that, if clause (i) or (iii) is applicable, such liability shall be only in respect of the counsel referred to in such clause (i) or (iii). No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 8 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in paragraph (a) or (b) of this Section 8 is unavailable, the Company and the Guarantor, on the one hand, and the Underwriters severally, on the other hand, shall contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) to which the Company, the Guarantor and one or more of the Underwriters may be subject in proportion to the relative benefits received by the Company and the Guarantor on the one hand and the Underwriters on the other from the offering of the Securities, such that the Underwriters are responsible for that portion

represented by the percentage that the underwriting discount bears to the sum of such discount and the purchase price of the Securities specified in Schedule I hereto and the Company and the Guarantor are responsible for the balance; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Guarantor, on the one hand, and the Underwriters severally, on the other, shall contribute in such proportion as is appropriate to reflect not only such relative benefits as described in the immediately preceding sentence but also the relative fault of the Company and the Guarantor on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages and liabilities as well as any other relevant equitable considerations. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company or the Guarantor on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company, the Guarantor and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of the Act shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company and the Guarantor who shall have signed the Registration Statement and each director of the Company and the Guarantor shall have the same rights to contribution as the Company and the Guarantor, subject in each case to the applicable terms and conditions of this paragraph (d). Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph (d), notify such party or parties from whom contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph (d).

Section 9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Securities set forth opposite their names in Schedule II hereto bears to the aggregate amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting

Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate amount of Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such non-defaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any non-defaulting Underwriter or the Company or the Guarantor. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding seven days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any non-defaulting Underwriter for damages occasioned by its default hereunder.

Section 10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company and the Guarantor prior to delivery of and payment for the Securities, if prior to such time (i) trading in the Guarantor's Common Stock shall have been suspended by the Commission or The New York Stock Exchange or trading in securities generally on The New York Stock Exchange or the NASDAQ Global Market shall have been suspended or limited or minimum prices shall have been established on such exchange, (ii) a banking moratorium shall have been declared either by Federal, New York State or Pennsylvania authorities, (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis, economic or otherwise or (iv) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States, the effect of which on the financial markets of the United States or any foreign jurisdiction in which the Securities are to be marketed is such as to make it, in the judgment of the Representatives, impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities.

Section 11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company, the Guarantor or their respective officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or the Guarantor or any of the officers, directors or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

Section 12. Fiduciary Duty. The Company acknowledges and agrees that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary

responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

Section 13. Entire Agreement. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company, the Guarantor and the Underwriters, or any of them, with respect to the subject matter hereof.

Section 14. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or transmitted by any standard form of telecommunication, at the address specified in Schedule I hereto; or, if sent to the Company or the Guarantor, will be mailed, delivered or transmitted by any standard form of telecommunication to it at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707, attention of the Senior Vice President and Chief Financial Officer of the Guarantor.

Section 15. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

Section 16. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

Section 17. Waiver of Jury Trial. The Company, the Guarantor and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

— end of page –

[signatures appear on following page]

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

Very truly yours,

PNC Funding Corp

By: /s/ Lisa Marie Kovac
Name: Lisa Marie Kovac
Title: Senior Vice President

The PNC Financial Services Group, Inc.

By: /s/ Lisa Marie Kovac
Name: Lisa Marie Kovac
Title: Vice President

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

By: J.P. Morgan Securities Inc.

By: /s/ Robert Bottamedi
Name: Robert Bottamedi
Title: Vice President

By: Citigroup Global Markets Inc.

By: /s/ Jack D. McSpadden, Jr.
Name: Jack D. McSpadden, Jr.
Title: Managing Director

SCHEDULE I

Underwriting Agreement dated March 30, 2009

Registration Statement No. 333-139912, 333-139912-01

Representatives:

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017 and

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Title, Purchase Price and Description of Securities:

Title:	Floating Rate Senior Notes Due 2012
Principal Amount:	$1,000,000,000
Public offering price:	100.00% of the Principal Amount plus accrued interest, if any, from March 31, 2009
Purchase price:	99.70% of the Principal Amount plus accrued interest, if any, from March 31, 2009
Sinking fund provisions:	None
Redemption provisions:	As described in the Prospectus
Other provisions:	As described in the Prospectus
Applicable Time	2:15 p.m. (Eastern Time) on March 30, 2009.
Closing Date, Time and Location:	March 31, 2009, 10:00 a.m. at the office of Cravath, Swaine & Moore LLP, Worldwide Plaza, 825 Eighth Avenue, New York, NY 10019-7475

SCHEDULE II

Underwriter	Principal Amount of Floating Rate Senior Notes due 2012 to be Purchased
Citigroup Global Markets Inc.	$ 400,000,000
J.P. Morgan Securities Inc.	$ 400,000,000
PNC Capital Markets LLC	$ 200,000,000
Total	$ 1,000,000,000

SCHEDULE III

1. The Final Term Sheet filed pursuant to Section 4(a) of this Agreement.

Exhibit 4.1

EXECUTION VERSION

FIFTH SUPPLEMENTAL INDENTURE
Dated as of March 31, 2009

to

INDENTURE
Dated as of December 1, 1991

by and among

PNC FUNDING CORP
Issuer

THE PNC FINANCIAL SERVICES GROUP, INC.
(formerly known as PNC Bank Corp.)
Guarantor

and

THE BANK OF NEW YORK MELLON
(formerly known as The Bank of New York) as successor in interest to JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank)
Trustee

Floating Rate Senior Notes due April 1, 2012

TABLE OF CONTENTS

FIFTH SUPPLEMENTAL INDENTURE, dated as of March 31, 2009 (this "Fifth Supplemental Indenture"), by and among PNC FUNDING CORP, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania (the "Company"), THE PNC FINANCIAL SERVICES GROUP, INC., a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania (the "Guarantor"), as Guarantor, and THE BANK OF NEW YORK MELLON, a New York banking corporation (formerly known as The Bank of New York) as successor in interest to JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as Trustee under the Original Indenture (as hereinafter defined) (the "Trustee").

WHEREAS, the Company, the Guarantor and the Trustee have heretofore entered into an indenture, dated as of December 1, 1991, as amended and supplemented by a First Supplemental Indenture, dated as of February 15, 1993, as further amended by a Second Supplemental Indenture dated as of February 15, 2000, as further amended by a Third Supplemental Indenture dated as of December 19, 2008, as further amended by a Fourth Supplemental Indenture dated as of December 19, 2008 (as so amended, the "Original Indenture");

WHEREAS, the Original Indenture is incorporated herein by this reference and the Original Indenture, as heretofore supplemented and amended and as further supplemented and amended by this Fifth Supplemental Indenture, is herein called the "Indenture";

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Fifth Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, a new series of Securities designated as its "Floating Rate Senior Notes due April 1, 2012" in the initial aggregate principal amount of $1,000,000,000 (the "Notes"), which principal amount may be increased from time to time through the issuance of additional Notes;

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company, when authorized by Board Resolution, and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Securities of any series as permitted by Sections 2.03 and 3.01 of the Original Indenture;

WHEREAS, the Company has requested that the Trustee execute and deliver this Fifth Supplemental Indenture; and

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Fifth Supplemental Indenture a valid, binding and legal agreement of the Company, have been done.

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the Notes and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this

Fifth Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders, as follows:

ARTICLE I
DEFINITIONS

SECTION 101 Defined Terms.

Unless the context otherwise requires, capitalized terms used but not defined herein have the meaning set forth in the Original Indenture. The following additional terms are hereby established for purposes of this Fifth Supplemental Indenture and shall have the meanings set forth in this Fifth Supplemental Indenture only for purposes of this Fifth Supplemental Indenture:

"Business Day" has the meaning set forth in Section 308.

"Company" has the meaning set forth in the recitals hereto.

"Debt Guarantee Program" has the meaning set forth in Section 303.

"Effective Period" has the meaning set forth in Section 307.

"FDIC" means the Federal Deposit Insurance Corporation, a corporation organized under the laws of the United States.

"Fifth Supplemental Indenture" has the meaning set forth in the recitals hereto.

"Guarantor" has the meaning set forth in the recitals hereto.

"Holder" means a "Holder" (as defined in the Original Indenture) of the Notes.

"Indenture" has the meaning set forth in the recitals hereto.

"Master Agreement" means the Master Agreement, dated December 16, 2008, as the same may be amended from time to time, by and between the Company, the Guarantor and the FDIC pursuant to which the FDIC agrees to guarantee payments with respect to certain debt securities that are eligible for such guarantee under the Debt Guarantee Program.

"Notes" has the meaning set forth in the recitals hereto.

"Original Indenture" has the meaning set forth in the recitals hereto.

"Representative" has the meaning set forth in Section 304.

"Temporary Liquidity Guarantee Program" means the Temporary Liquidity Guarantee Program established pursuant to 12 C.F.R. Part 370.

"Trustee" has the meaning set forth in the recitals hereto.

ARTICLE II
ESTABLISHMENT OF THE FLOATING RATE SENIOR NOTES DUE APRIL 1, 2012

SECTION 201 Establishment and Designation of the Notes.

Pursuant to the terms hereof and Section 3.01 of the Indenture, the Company hereby establishes a series of Securities known and designated as the "Floating Rate Senior Notes due April 1, 2012". The Notes shall be designated Senior Debt Securities.

SECTION 202 Form of the Notes.

The Notes shall be issued in the form of one or more Global Securities in substantially the form set forth in Exhibit A hereto.

SECTION 203 Principal Amount of the Notes.

The Notes shall have an initial aggregate principal amount of $1,000,000,000. The Company and the Guarantor may from time to time, without the consent of the Holders of the Notes and in accordance with the Indenture, create and issue further notes having the same terms and conditions as the Notes in all respects so as to form a single series with the Notes.

SECTION 204 Interest Rate, Withholding and Additional Amounts of the Notes.

The Notes will bear interest at a floating rate as calculated in accordance with the formula set forth in the form of the Note set forth in Exhibit A hereto. The Trustee shall have no duty or obligation to determine, verify or confirm the interest rate of the Notes. The Notes shall be subject to tax withholding and the payment of Additional Amounts as defined in the form of the Note set forth in Exhibit A hereto.

SECTION 205 Redemption of the Notes.

The Notes may be redeemed, as a whole but not in part, at the option of the Company, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed together with interest accrued to the date fixed for redemption upon the occurrence of the events and in accordance with the obligations set forth in the form of the Note set forth in Exhibit A hereto. Immediately prior to the giving of any notice of redemption of the Notes pursuant to this Section 205 and the terms of the Notes, the Company will deliver to the Trustee an Officers' Certificate stating that the Company is entitled to effect such redemption and setting forth in reasonable detail a statement of facts showing that the conditions precedent to the right of the Company to so redeem the Notes have occurred.

SECTION 206 Stated Maturity of the Notes.

The Notes shall have a Stated Maturity of April 1, 2012.

SECTION 207 No Sinking Fund.

No sinking fund is provided for the Notes.

SECTION 208 Paying Agent and Security Registrar.

The Trustee is hereby appointed as initial Paying Agent, Transfer Agent and Security Registrar for the Notes. The Place of Payment of the Notes shall be the Corporate Trust Office of the Trustee. If any Paying Agent is appointed, and such Paying Agent is not also serving as the Representative, the Company, the Guarantor and such Paying Agent shall enter into a written agreement requiring the Paying Agent to send a written notice to the Representative within one (1) day of any uncured payment default by the Company or the Guarantor, informing the Representative of such uncured payment default.

SECTION 209 Global Securities; Appointment of Depositary for Global Securities.

The Notes shall be issued in the form of one or more permanent Global Securities registered in the name of The Depository Trust Company, which will act as the Depositary, as provided in Section 2.05 of the Indenture. The Global Securities will be deposited with, or on behalf of, the Depositary, or with the Trustee, as custodian for the Depositary, duly executed by the Company and authenticated by the Trustee. The Notes will be available for purchase in denominations of $2,000 and integral multiples of $1,000 thereof in book-entry form only, subject to certain exceptions. Beneficial interests in the Notes represented by each Global Security will be shown on, and transfers thereof will be effected only through, records maintained by such Depositary and its direct and indirect participants.

ARTICLE III
FDIC GUARANTEE

SECTION 301 Events of Default and Defaults.

Sections 7.01(a)(1) and 7.01(a)(2) of the Original Indenture shall not apply to the Notes and the following paragraphs shall hereby be inserted with respect to the Notes in lieu thereof:

> "(1) default (a) by the Company in the payment of interest, if any, upon the Notes when such interest becomes due and payable, and continuance of such default for a period of 30 days and (b) by the FDIC in the payment of interest, if any, upon the Notes in accordance with the Temporary Liquidity Guarantee Program (12 C.F.R. Part 370); or
>
> (2) default (a) by the Company in the payment of the principal of (including any sinking fund payment or analogous obligation) or premium, if any, on the Notes as and when the same shall become due and payable either at Maturity, upon redemption, by declaration, or otherwise and (b) by the FDIC in the payment of the principal of (or premium, if any, on) the Notes in accordance with the Temporary Liquidity Guarantee Program (12 C.F.R. Part 370)."

SECTION 302 Acceleration of Maturity; Rescission and Annulment.

The first paragraph of Section 7.02 of the Original Indenture shall not apply to the Notes and the following paragraph shall hereby be inserted with respect to the Notes in lieu thereof:

> "If an Event of Default specified in Sections 7.01(a)(1) or 7.01(a)(2) occurs with respect to the Notes and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes Outstanding may declare the principal amount, premium, if any, and accrued interest of all of the Notes to be due and payable immediately, by a notice in writing to the Company and the Guarantor (and to the Trustee if given by Holders), and upon any such declaration such principal amount, premium, if any, and accrued interest shall become immediately due and payable."

SECTION 303 Acknowledgement of the FDIC's Debt Guarantee Program.

The Company and the Guarantor have not opted out of the Debt Guarantee Program as set forth in 12 C.F.R. Part 370 (the "Debt Guarantee Program") established by the FDIC under its Temporary Liquidity Guarantee Program.

As a result, this debt is guaranteed under the FDIC Temporary Liquidity Guarantee Program and is backed by the full faith and credit of the United States. The details of the FDIC guarantee are provided in the FDIC's regulations, 12 C.F.R. Part 370, and at the FDIC's website, www.fdic.gov/tlgp. The expiration date of the FDIC's guarantee is the earlier of the maturity date of this debt or June 30, 2012.

The security certificate, note or other instrument evidencing each Note shall bear a legend, upon which the Representative (as defined below) shall be entitled to rely, to the effect that such certificate, note or other instrument is guaranteed by the FDIC under the Debt Guarantee Program.

SECTION 304 The Trustee as Representative of Holders.

The Trustee is hereby designated, and each Holder of the Notes, by its acceptance of a Note, shall be deemed to have appointed the Trustee, as the duly authorized representative of the Holders for purposes of making claims and taking other permitted or required actions under the Debt Guarantee Program (the "Representative"). Any Holder may elect not to be represented by the Representative by providing written notice of such election to the Representative (it being understood that such election shall not affect the Trustee's capacity hereunder except as the representative of such Holder under the Debt Guarantee Program). Each of the Company, the Guarantor and each Holder of the Notes, by its acceptance of a Note, hereby authorizes and directs the Representative to take all actions on behalf of the Holders that the Representative is required or empowered to take on behalf of the Holders pursuant to the Debt Guarantee Program. Until instructed by Holders of not less than 25% in aggregate principal amount of the Notes, the Representative shall have no duty or obligation to take any action which it is empowered but not required to take pursuant to the Debt Guarantee Program and shall have no liability or responsibility for failure to do so. For avoidance of doubt, the obligations of the Representative pursuant to Section 312 hereto shall be deemed to be required actions.

SECTION 305 Subrogation.

The FDIC shall be subrogated to all of the rights of the Holders and the Representative under the Notes and the Indenture against the Company and the Guarantor in respect of any amounts paid to the Holders, or for the benefit of the Holders, by the FDIC pursuant to the Debt Guarantee Program.

SECTION 306 Agreement to Execute Assignment upon Guarantee Payment.

The Holders, by acceptance of the Notes, hereby authorize and direct the Representative, at such time as the FDIC shall commence making any guarantee payments to the Representative for the benefit of the Holders pursuant to the Debt Guarantee Program, to execute an assignment in the form attached hereto as Exhibit B pursuant to which the Representative shall assign to the FDIC its right as Representative to receive any and all payments from the Company or the Guarantor under the Notes on behalf of the Holders. Each of the Company and the Guarantor hereby consents and agrees that the FDIC is an acceptable transferee for all or any portion of the indebtedness hereunder for all purposes of the Notes and upon any such assignment, the FDIC shall be deemed the Holder of the Notes for all purposes hereof, and each of the Company and the Guarantor hereby agrees to take such reasonable steps as are necessary to comply with any relevant provision of the Notes and the Indenture as a result of such assignment.

If a Holder has exercised its right not to be represented by the Representative, such Holder, by its acceptance of the Notes, agrees that, at such time as the FDIC shall commence making any guarantee payments to the Holders pursuant to the Debt Guarantee Program, such Holder shall execute an assignment in the form attached hereto as Exhibit B pursuant to which the Holder shall assign to the FDIC its right to receive any and all payments from the Company or the Guarantor under the Notes and the Indenture.

SECTION 307 Surrender of Senior Unsecured Debt Instrument to the FDIC.

If, at any time on or prior to the expiration of the period during which senior unsecured debt of the Company is guaranteed by the FDIC under the Debt Guarantee Program (the "Effective Period"), payment in full hereunder shall be made pursuant to the Debt Guarantee Program on the outstanding principal and accrued interest to such date of payment, the Holder shall, or the Holder shall cause the person or entity in possession to, promptly surrender to the FDIC their Notes or other instrument evidencing such Notes, if any.

SECTION 308 Notice Obligations to FDIC of Payment Default.

If, at any time prior to the earlier of (a) full satisfaction of the payment obligations in respect of the Notes, or (b) expiration of the Effective Period, the Company or the Guarantor is in default of any payment obligation hereunder, including timely payment of any accrued and unpaid interest on the Notes, without regard to any cure period, the Representative and the Company covenant and agree that each shall provide written notice to the FDIC within one (1) Business Day of such payment default at the address set forth below, or at such other address or by such other means of delivery as the FDIC may specify from time to time:

Federal Deposit Insurance Corporation
Director, Receivership Operations Branch
Division of Resolutions and Receiverships
Attention: Master Agreement
550 17th Street, N.W.
Washington, D.C. 20429

Solely for the purpose of this Section 308, "Business Day" means any day that is not a Saturday, a Sunday or a day on which banks are required or authorized by law to be closed in the State of New York.

SECTION 309 Ranking.

Any indebtedness of the Company or the Guarantor to the FDIC arising under Section 2.03 of the Master Agreement will constitute a senior unsecured general obligation of the Company, ranking pari passu with the Notes.

SECTION 310 No Event of Default During Time of Timely FDIC Guarantee Payments.

There shall not be deemed to be an Event of Default under the Notes or the Indenture which would permit or result in the acceleration of amounts due hereunder, if such an Event of Default is due solely to the failure of the Company or the Guarantor to make timely payment hereunder, provided that the FDIC is making timely guarantee payments with respect to the Notes in accordance with 12 C.F.R Part 370.

Without limiting the foregoing, under no circumstances shall an Event of Default specified in Sections 7.01(a)(3), 7.01(a)(4), 7.01(a)(5) or 7.01(a)(6) of the Indenture result in any acceleration of the amounts due under the Notes.

SECTION 311 No Modifications Without FDIC Consent.

Notwithstanding anything to the contrary contained herein, without the express written consent of the FDIC, the Company, the Guarantor and the Trustee agree not to amend, modify, supplement or waive any provision in the Notes or the Indenture that is related to the principal, interest, payment, default or ranking of the indebtedness of the Notes or that is required to be included herein pursuant to the Master Agreement; or any provision herein or therein that would require the consent of each Holder of the Notes.

SECTION 312 Demand Obligations to FDIC upon the Company's Failure to Pay.

On the 30th day after the date the Company defaults in payment of interest on the Notes, which default has not been cured by the Company or the Guarantor by such 30th day, in the case of default in interest, or not later than the day of Stated Maturity, in the case of default in principal of the Notes, the Representative shall make a demand on behalf of the Holders to the FDIC for payment on the guaranteed amount under the Debt Guarantee Program. If the 30th day falls on a day that is not a Business Day, the cure date and demand date will be postponed to the following Business Day. If the Stated Maturity falls on a day that is not a business day, such cure date and demand date shall be postponed to the following Business Day. Such demand shall be accompanied by a proof of claim, which shall include evidence in form and content satisfactory to the FDIC, of: (A) the Representative's financial and organizational

capacity to act as Representative; (B) the Representative's exclusive authority to act on behalf of the Holders and its fiduciary responsibility to the Holders when acting as such, as established by the terms of the Notes and the Indenture; (C) the occurrence of a payment default; and (D) the authority to make an assignment of the Holders' right, title, and interest in the Notes to the FDIC and to effect the transfer to the FDIC of the Holders' claim in any insolvency proceeding. Such assignment shall include the right of the FDIC to receive any and all distributions on the Notes from the proceeds of the receivership or bankruptcy estate. Any demand under this Section 312 shall be made in writing and directed to the Director, Division of Resolution and Receiverships, Federal Deposit Insurance Corporation, at the address set forth in Section 308, and shall include all supporting evidences as provided in this Section 312, and shall certify to the accuracy thereof.

SECTION 313 Certain Rights of the Representative.

Notwithstanding anything herein to the contrary, the rights, benefits and immunities granted to the Trustee under this Indenture shall apply equally to the Trustee in its capacity as Representative. In addition:

(a) the Representative shall have no duty or obligation to ensure payment by the FDIC, including, but not limited to, seeking judgment against the FDIC or otherwise for the FDIC's failure to pay;

(b) the Representative shall not be subject to, nor be required to interpret or comply with, or determine if any party has complied with the Master Agreement;

(c) the Representative shall not be liable for any action taken on behalf of a Holder which elects not to be represented by the Representative pursuant to Section 304 hereof prior to the receipt of written notice by the Representative of such election from such Holder;

(d) at any time when the Paying Agent is not also the Representative hereunder, the Paying Agent shall immediately notify in writing the Representative of any uncured payment default by the Company or the Guarantor. Such notice to the Representative of any uncured payment by the Company or the Guarantor may also be given to the Representative by Holders of not less than 10% in aggregate principal amount of the Notes. The Representative shall have no duty with respect hereto unless and until it shall have received such written notice;

(e) the Representative may execute any powers hereunder or perform any duties hereunder, including, but not limited to, the submission of a demand for payment, either directly or by or through agents or attorneys and the Representative shall not be liable for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(f) if in connection with the submission of a demand for payment to the FDIC, or for any other reason in connection with this Indenture or the Debt Guarantee Program, the Representative believes that any ambiguity or uncertainty exists with respect to any action to be taken or omitted, the Representative may seek the advice or opinion of counsel prior to making any such

demand for payment or taking any such action unless and until it shall have received such advice or opinion of counsel regarding such matter. The Representative shall be fully protected and shall not be liable to any person or entity for refraining from taking any such action or omitting to take such action unless and until and the Representative shall have received such advice or opinion of counsel; and

(g) the Representative shall not be liable for any payments either made or omitted to be made by the FDIC.

it being understood that none of the foregoing provisions or any other provisions contained herein shall be construed to relieve the Representative from liability as provided under the terms of the Indenture.

ARTICLE IV
MISCELLANEOUS

SECTION 401 Recitals by Company.

The recitals contained herein are made by the Company and the Guarantor only and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. All of the provisions contained in the Original Indenture in respect of the rights, powers, privileges, protections, duties and immunities of the Trustee shall be applicable as fully and with like effect as if set forth herein in full.

SECTION 402 Ratification and Incorporation of Original Indenture.

This Fifth Supplemental Indenture shall be construed as supplemental to the Original Indenture and shall form a part of it, and the Original Indenture is hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

SECTION 403 Executed in Counterparts.

This Fifth Supplemental Indenture may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute but one instrument.

SECTION 404 No Undertaking or Representation by the Trustee.

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Fifth Supplemental Indenture or the proper authorization or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

SECTION 405 Governing Law.

This Fifth Supplemental Indenture shall be construed in accordance with and governed by the laws of the jurisdiction which govern the Indenture and its construction.

— end of page —

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Supplemental Indenture to be duly executed by their respective authorized officers as of the date first written above.

[Corporate Seal]

By: /s/ George P. Long, III
Secretary

PNC FUNDING CORP, as Issuer

By: /s/ Lisa Kovac
Name: Lisa Kovac
Title: Senior Vice President

[Corporate Seal]

By: /s/ George P. Long, III
Secretary

THE PNC FINANCIAL SERVICES GROUP, INC., as Guarantor

By: /s/ Samuel R. Patterson
Name: Samuel R. Patterson
Title: Senior Vice President

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Francine Kincaid
Name: Francine Kincaid
Title: Vice President

EXHIBIT A

FORM OF FLOATING RATE SENIOR NOTE DUE APRIL 1, 2012

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THE INDENTURE, DATED AS OF DECEMBER 1, 1991, RELATING TO THIS SECURITY, HAS BEEN AMENDED BY A SUPPLEMENTAL INDENTURE, DATED AS OF FEBRUARY 15, 1993, A SECOND SUPPLEMENTAL INDENTURE, DATED AS OF FEBRUARY 15, 2000, A THIRD SUPPLEMENTAL INDENTURE DATED AS OF DECEMBER 19, 2008, A FOURTH SUPPLEMENTAL INDENTURE DATED AS OF DECEMBER 19, 2008 AND A FIFTH SUPPLEMENTAL INDENTURE DATED AS OF MARCH 31, 2009.

NEITHER THIS SECURITY NOR THE GUARANTEE INCLUDED HEREIN IS A BANK DEPOSIT OR INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR BY ANY OTHER INSURER OR GOVERNMENTAL AGENCY. THIS SECURITY IS GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, AND THE RIGHTS OF THE HOLDER OF THIS SECURITY ARE SUBJECT TO CERTAIN RIGHTS OF THE FDIC, AS AND TO THE EXTENT SET FORTH IN THIS SECURITY AND THE FIFTH SUPPLEMENTAL INDENTURE DATED AS OF MARCH 31, 2009.

PNC FUNDING CORP
FLOATING RATE SENIOR NOTES DUE APRIL 1, 2012
(the "Security")

REGISTERED
No.

CUSIP: 69351CAD5
ISIN: US69351CAD56
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PNC FUNDING CORP, a corporation duly organized and existing under the laws of Pennsylvania (herein called the "Company," which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & Co., or registered assigns, the principal sum of DOLLARS on April 1, 2012 and to pay interest thereon from and including March 31, 2009, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, quarterly in arrears on the 1st of each July, October, January and April of each year, commencing July 1, 2009 (each an "Interest Payment Date"), and at maturity, at a floating rate of three-month London Interbank offered rate ("LIBOR") plus 0.20%, until the principal hereof is paid or made available for payment, and (to the extent that the payment of such interest shall be legally enforceable) at the same rate per annum on any overdue principal and premium and on any overdue installment of interest. Interest shall accrue from and including March 31, 2009 to, but excluding the first Interest Payment Date and then from, and including, the immediately preceding Interest Payment Date to which interest has been paid or duly provided for to, but excluding, the next Interest Payment Date or the maturity date, as the case may be. Each of these periods is referred to as an "interest period." Interest will be computed on the basis of a 360-day year for the actual number of days elapsed. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date, subject to certain exceptions, will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th calendar day, whether or not a Business Day, as the case may be, immediately preceding such Interest Payment Date. However, interest payable on the maturity date will be paid to the person to whom the principal will be payable. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of this Security not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner acceptable to the Trustee and not inconsistent with the requirements of any securities exchange on which this Security may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The interest rate on this Security will be calculated by PNC Bank, National Association, as calculation agent, except that the interest rate in effect for the period from and including March 31, 2009 to but excluding July 1, 2009 (the "initial interest rate") will be established by the Company as the rate for deposits in U.S. dollars having a maturity of three months commencing on March 31, 2009 that appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on March 31, 2009. If no rate

appears on the Reuters Screen LIBOR01 Page, as specified in the preceding sentence, then the initial interest rate will be determined by the Company in the manner described in clause (ii) of the definition of the calculation of LIBOR below, except that the banks referred to in such clause will be selected by the Company rather than the calculation agent.

The calculation agent will reset the interest rate with respect to this Security on each interest payment date, each of which is referred to as an "interest reset date." The second London Business Day preceding an interest reset date will be the "interest determination date" for that interest reset date. The interest rate in effect on each date that is not an interest reset date will be the interest rate determined as of the interest determination date pertaining to the immediately preceding interest reset date. The interest rate in effect on any date that is an interest reset date will be the interest rate determined as of the interest determination date pertaining to that interest reset date, except that the interest rate in effect for the period from and including March 31, 2009 to but excluding July 1, 2009, the initial interest reset date, will be the initial interest rate.

If an interest payment date and an interest reset date for this Security (other than an interest payment date at maturity) falls on a day that is not a Business Day, that interest payment date and interest reset date will be postponed to the following Business Day, except that if the following Business Day is in the following calendar month, that interest payment date and interest reset date will be the preceding Business Day.

If the interest payment date at maturity or the maturity date for this Security falls on a day that is not a Business Day, the Company will postpone the interest payment or the payment of principal and interest at maturity to the next succeeding Business Day, but the payments made on such dates will be treated as being made on the date that the payment was first due and the Holders of this Security will not be entitled to any further interest or other payments with respect to such postponements.

"LIBOR" will be determined by the calculation agent in accordance with the following provisions:

(i) With respect to any interest determination date, LIBOR will be the rate for deposits in U.S. dollars having a maturity of three months commencing on the first day of the applicable interest period that appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on that interest determination date. If no rate appears on that interest determination date, LIBOR, in respect to that interest determination date, will be determined in accordance with the provisions described in (ii) below.

(ii) With respect to an interest determination date on which no rate appears on the Reuters Screen LIBOR01 Page, as specified in (i) above, the calculation agent will request the principal London offices of each of four major reference banks in the London interbank market, as selected by the calculation agent, to provide the calculation agent with its offered quotation for deposits in U.S. dollars for the period of three months, commencing on the first day of the applicable interest period, to prime banks in the London interbank market at approximately 11:00 a.m., London time, on that interest determination date and in a principal amount that is representative for a single transaction in U.S. dollars in that market at the time. If at least

two quotations are provided, then LIBOR on that interest determination date will be the arithmetic mean of those quotations. If fewer than two quotations are provided, then LIBOR on the interest determination date will be the arithmetic mean (rounded, if necessary, to the nearest one-hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards) of the rates quoted at approximately 11:00 a.m., New York City time, on the interest determination date by three major banks in New York City selected by the calculation agent for loans in U.S. dollars to leading European banks, having a three-month maturity and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time; provided, however, that if the banks selected by the calculation agent are not providing quotations in the manner described by this sentence, LIBOR for the interest period commencing on the interest reset date following the interest determination date will be LIBOR in effect on that interest determination date.

"Business Day" means any London Business Day, except a Saturday, a Sunday, or a legal holiday in the City of New York or the City of Pittsburgh on which banking institutions are authorized or obligated by law, regulation, or executive order to close.

"London Business Day" means any day on which dealings in United Stated dollars are transacted in the London interbank market.

"Reuters Screen LIBOR01 Page" means the display page currently so designated on the Reuters Monitor Money Rates service (or such other page as may replace that page on that service or any successor service for the purpose of displaying comparable rates or prices).

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities" or "Notes"), issued and to be issued in one or more series under an Indenture, dated as of December 1, 1991, among the Company, PNC Financial Corp (also known as "PNC Bank Corp." and now known as "The PNC Financial Services Group, Inc.") (the "Guarantor") and The Bank of New York Mellon (formerly known as The Bank of New York) as successor in interest to JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture) as amended by a Supplemental Indenture dated as of February 15, 1993 by and among the Company, the Guarantor and the Trustee, as further amended by a Second Supplemental Indenture dated as of February 15, 2000 by and among the Company, the Guarantor and the Trustee, as further amended by a Third Supplemental Indenture dated as of December 19, 2008 by and among the Company, the Guarantor and the Trustee, as further amended by a Fourth Supplemental Indenture dated as of December 19, 2008 by and among the Company, the Guarantor and the Trustee, as further amended by a Fifth Supplemental Indenture dated as of March 31, 2009 by and among the Company, the Guarantor and the Trustee (the "Fifth Supplemental Indenture") (such Indenture as amended being herein called the "Indenture"), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated above, initially issued in the aggregate principal amount of $1,000,000,000, which principal amount may be increased from time to time through the issuance of additional Notes as the Company may determine or as provided for in the Indenture.

If the beneficial owner of this Security is not a United States Alien (as defined below), payments of principal and interest in respect of this Security shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or government charges of whatever nature imposed, levied, collected, withheld or assessed by or within the United States (as defined below) or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

If the beneficial owner of this Security is a United States Alien and the Company is required by law to make any such withholding or deduction, the Company will pay all additional amounts that may be necessary so that every Net Payment (as defined below) of the principal of or interest on this Security to such beneficial owner will not be less than the amount provided for in this Security to be then due and payable ("Additional Amounts"); provided, however, that the Company shall have no obligation to pay Additional Amounts for or on account of any one or more of the following:

(i) any tax, assessment or other governmental charge imposed solely because at any time there is or was a connection between such beneficial owner (or between a fiduciary, settlor, beneficiary or member of such beneficial owner, if such beneficial owner is an estate, trust or partnership) and the United States (other than the mere receipt of a payment on, or the ownership or holding of, a Security), including because such beneficial owner (or such fiduciary, settlor, beneficiary or member) at any time, for U.S. federal income tax purposes: (a) is or was a citizen or resident, or is or was treated as a resident, of the United States, (b) is or was present in the United States, (c) is or was engaged in a trade or business in the United States, (d) has or had a permanent establishment in the United States, (e) is or was a domestic or foreign personal holding company, a passive foreign investment company or a controlled foreign corporation, (f) is or was a corporation that accumulates earnings to avoid U.S. federal income tax or (g) is or was a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the U.S. Internal Revenue Code or any successor provision;

(ii) any tax, assessment or governmental charge imposed solely because of a change in applicable law or regulation, or in any official interpretation or application of applicable law or regulation, that becomes effective more than 15 days after the day on which the payment becomes due or is made available, whichever occurs later;

(iii) any estate, inheritance, gift, sales, excise, transfer, wealth or personal property tax or any similar tax, assessment or other governmental charge;

(iv) any tax, assessment or other governmental charge imposed solely because such beneficial owner or any other Person fails to comply with any certification, identification or other reporting requirement concerning the nationality, residence, identity or connection with the United States of the Holder or any beneficial owner of this Security, if compliance is required by statute, by regulation of the U.S. Treasury Department or by an applicable income tax treaty to which the United States is a party, as a precondition to exemption from such tax, assessment or other governmental charge;

(v) any tax, assessment or other governmental charge that can be paid other than by deduction or withholding from a payment on this Security;

(vi) any tax, assessment or other governmental charge imposed solely because the payment is to be made by a particular Paying Agent (which term may include the Company) and would not be imposed if made by another Paying Agent (which term may include the Company);

(vii) by or on behalf of a Holder who would be able to avoid such withholding or deduction by presenting this Security to another Paying Agent in a Member State of the European Union;

(viii) any tax, assessment or other governmental charge imposed solely because the Holder (1) is a bank purchasing this Security in the ordinary course of its lending business or (2) is a bank that is neither (A) buying this Security for investment purposes only nor (B) buying this Security for resale to a third party that either is not a bank or holding the note for investment purposes only; or

(ix) any combination of the taxes, assessments or other governmental charges described in items (i) through (viii) of this paragraph.

Additional Amounts also will not be paid with respect to any payment of principal of or interest on this Security to any United States Alien who is a fiduciary or a partnership, or who is not the sole beneficial owner of any such payment, to the extent that the Company would not be required to pay Additional Amounts to any beneficiary or settlor of such fiduciary or any member of such a partnership, or to any beneficial owner of the payment, if that Person had been treated as the beneficial owner of this Security for this purpose.

Except as specifically provided herein, the Company shall not be required to make any payment with respect to any tax, assessment or other governmental charge imposed by any government or any political subdivision or taxing authority thereof or therein.

Whenever in this Security (or in the Indenture, including in Sections 701(a)(1) and 701(a)(2) thereof, insofar as applicable to this Security) there is a reference, in any context, to the payment of the principal of or interest on this Security, such mention shall be deemed to include mention of any payment of Additional Amounts to United States Aliens in respect of such payment of principal or interest to the extent that, in such context, such Additional Amounts are, were or would be payable in respect thereof. Express mention of the payment of Additional Amounts in this Security shall not be construed as excluding Additional Amounts in the provisions of this Security where such express mention is not made.

This Security may be redeemed, as a whole but not in part, at the option of the Company, at a redemption price equal to 100% of the principal amount of the Security to be redeemed, together with interest accrued to the date fixed for redemption, if, as a result of any amendment to, or change in, the laws or regulations of any U.S. Taxing Authority (as defined below), or any amendment to or change in any official interpretation or application of such laws or regulations, which amendment or change becomes effective or is announced on or after March 31, 2009, the Company will become obligated to pay, on the next interest payment date, Additional

Amounts in respect of this Security. If the Company becomes entitled to redeem this Security, it may do so on any day thereafter pursuant to the Indenture; provided, however, that (1) the Company gives the Holder of this Security notice of such redemption not more than 60 days nor less than 30 days prior to the date fixed for redemption as provided in the Original Indenture, (2) no such notice of redemption may be given earlier than 90 days prior to the next interest payment date on which the Company would be obligated to pay such Additional Amounts and (3) at the time such notice is given, such obligation to pay such Additional Amounts remains in effect. Immediately prior to the giving of any notice of redemption of this Security pursuant to this paragraph, the Company will deliver to the Trustee an Officers' Certificate stating that the Company is entitled to effect such redemption and setting forth in reasonable detail a statement of facts showing that the conditions precedent to the right of the Company to so redeem this Security have occurred. Interest installments due on or prior to a Redemption Date will be payable to the Holder of this Security or one or more Predecessor Securities, of record at the close of business on the relevant record date, all as provided in the Indenture.

The term "United States Alien" means any Person who, for U.S. federal income tax purposes, is a nonresident alien individual, a foreign corporation, a foreign partnership one or more of the members of which is, for United States federal income tax purposes, a foreign corporation, a nonresident alien individual or a nonresident alien fiduciary of a foreign estate or trust, or a nonresident alien fiduciary of an estate or trust that is not subject to U.S. federal income tax on a net income basis on income or gain from this Security. The term "United States" means the United States of America (including the states thereof and the District of Columbia), together with the territories, possessions and all other areas subject to the jurisdiction of the United States of America. The term "U.S. Taxing Authority" means the United States of America or any state, other jurisdiction or taxing authority in the United States. The term "Net Amount" means the amount the Company or its Paying Agent pays on this Security after deduction or withholding for or on account of any present or future tax, assessment or governmental charge imposed with respect to such payment by any U.S. Taxing Authority.

There shall not be deemed to be an Event of Default under this Security which would permit or result in the acceleration of amounts due under this Security, if such an Event of Default is due solely to the failure of the Company or the Guarantor to make timely payment on this Security, provided that the FDIC is making timely guarantee payments with respect to this Security in accordance with the Debt Guarantee Program (as defined below). Without limiting the foregoing, under no circumstances shall an Event of Default specified in Sections 7.01(a)(3), 7.01(a)(4), 7.01(a)(5) or 7.01(a)(6) of the Indenture result in any acceleration of the amounts due under this Security.

If an Event of Default concerning: (1) default (a) by the Company in the payment of interest, if any, upon any Security of this series when it becomes due and payable and continuance of such default for a period of 30 days and (b) by the FDIC in the payment of interest, if any, upon any Security of this series in accordance with the Temporary Liquidity Guarantee Program (12 C.F.R. Part 370); or (2) default (a) by the Company in the payment of the principal of (or premium, if any, on) any Security of this series at its Maturity and (b) by the FDIC in the payment of the principal of (or premium, if any, on) any Security of this series in

accordance with the Temporary Liquidity Guarantee Program (12 C.F.R. Part 370) shall occur and is continuing, the principal of this Security may be declared due and payable in the manner and with the effect provided in the Indenture. Upon payment (i) of the amount of principal so declared due and payable and (ii) of interest on any overdue principal and overdue interest (in each case to the extent that the payment of such interest shall be legally enforceable), all of the Company's obligations in respect of the payment of the principal of and interest, if any, on this Security shall terminate.

Unless the certificate of authentication hereon has been executed by the Trustee hereinafter referred to, by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

The indebtedness of the Company evidenced by this Security, including the principal thereof and interest thereon, is, to the extent and in the manner set forth in the Indenture, senior in right of payment to its obligations to Holders of Subordinated Debt Securities and Existing Company Subordinated Indebtedness (each as defined in the Indenture) and shall rank pari passu in right of payment with each other and with Senior Company Indebtedness (as defined in the Indenture), as provided in the Indenture, and each Holder of this Security, by the acceptance hereof, agrees to and shall be bound by such provisions of the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the Guarantor and the rights of the Holders of the Securities of any series under the Indenture at any time by the Company, the Guarantor and the Trustee with the consent of the Holders of a majority in principal amount of the outstanding Securities of all series (voting as one class) to be affected by such amendment or modification; provided, however, that the express written consent of the FDIC will be required to amend, modify or waive any provision of this Security or the provisions of the Indenture relating to principal, interest, default or ranking provisions of such Securities; any provisions of this Security or the Indenture required to be included by a "Master Agreement" between the Company and the FDIC relating to the Company's participation in the "Debt Guarantee Program" component of the FDIC's Temporary Liquidity Guarantee Program; or any other provision that would require the consent of all Holders of the Securities. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Outstanding Securities of any series, on behalf of the Holders of all Securities of such series, to waive compliance by the Company or the Guarantor with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest (if any) on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

This Security is issuable only in registered form without coupons in denominations of $2,000 and any integral multiples of $1,000 thereof. This Security is a global security, represented by one or more permanent global certificates registered in the name of the nominee of The Depository Trust Company (each a "Global Note" and collectively, the "Global Notes"). Accordingly, unless and until it is exchanged in whole or in part for individual certificates evidencing the Securities represented hereby, this Security may not be transferred except as a whole by The Depository Trust Company (the "Depositary") to a nominee of such Depositary or by a nominee of such Depositary or by the Depositary or any nominee to a successor Depositary or any nominee of such successor. Ownership of beneficial interests in this Security will be shown on, and the transfer of that ownership will be effected only through, records maintained by the applicable Depositary or its nominee (with respect to interest of persons that have accounts with the Depositary ("Participants") and the records of Participants (with respect to interests of persons other than Participants)). Beneficial interests in Securities by persons that hold through Participants will be evidenced only by, and transfers of such beneficial interests with such Participants will be effected only through, records maintained by such Participants. Except as provided below, owners of beneficial interests in this Security will not be entitled to have any individual certificates and will not be considered the owners or Holders thereof under the Indenture.

Except in the limited circumstances set forth herein, Participants and owners of beneficial interests in the Global Notes will not be entitled to receive Securities in definitive form and will not be considered Holders of Securities. If the Depositary is at any time unwilling, unable or ineligible to continue as Depositary and a successor Depositary is not appointed by the Company within 90 days, or an event of default has occurred and is continuing, and the Depositary requests the issuance of certificated notes, the Company will issue individual certificates evidencing the Securities represented hereby in definitive form in exchange for this Security in registered form to each person that the Depositary identifies as the beneficial owner of the Securities represented by the Global Notes upon surrender by the Depositary of the Global Notes. In addition, the Company may at any time and in its sole discretion determine not to have any Securities represented by one or more global securities and, in such event, will issue individual certificates evidencing Securities in definitive form in exchange for this Security. In any such instance, an owner of a beneficial interest in a Security will be entitled to physical delivery in certificated form of Securities equal in principal amount to such beneficial interest and to have such Securities registered in its name. This Security shall be issued in certificated form, will be issued in denominations of $2,000 and any integral multiples of $1,000 thereof and will be issued in registered form only, without coupons. Neither the Company nor the principal paying agent will be liable for any delay by the Depositary, its nominee or any direct or indirect participant in identifying the beneficial owners of the related Securities. The Company and the principal payment agent may conclusively rely on, and will be protected in relying on, instructions from the Depositary or its nominee for all purposes, including with respect to the registration and delivery, and the respective principal amounts, of the Securities to be issued.

Except as provided herein, beneficial owners of Global Notes will not be entitled to receive physical delivery of Securities in definitive form and no Global Note will be exchangeable except for another Global Note of like denomination and tenor to be registered in the name of the Depositary or its nominee. Accordingly, each person owning a beneficial interest in a Global Note must

rely on the procedures of the Depositary and, if such person is not a Participant, on the procedures of the Participant through which such person owns its interest, to exercise any rights of a Holder under the Securities.

Beneficial interests in the Global Notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in the Depositary. Investors may elect to hold interests in the Global Notes through the Depositary, either directly if they are Participants of such system or indirectly through organizations that are Participants in such system.

The laws of some jurisdictions may require that purchasers of securities take physical delivery of those securities in definitive form. Accordingly, the ability to transfer interests in the Securities represented by a Global Note to those persons may be limited. In addition, because the Depositary can act only on behalf of its Participants, who in turn act on behalf of persons who hold interests through Participants, the ability of a person having an interest in Securities represented by a Global Note to pledge or transfer such interest to persons or entities that do not participate in the Depositary's system, or otherwise to take actions in respect of such interest, may be affected by the lack of a physical definitive security in respect of such interest.

Neither the Company, the Trustee, the principal paying agent nor any Security Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of Securities by the Depositary, or for maintaining, supervising or reviewing any records of the Depositary relating to the Securities.

The Bank of New York Mellon will act as the Company's principal paying agent with respect to the Securities through its offices presently located at 101 Barclay Street—8W, New York, New York 10286. The Company may at any time rescind the designation of a paying agent, appoint a successor paying agent, or approve a change in the office through which any paying agent acts. Payments of interest and principal may be made by wire-transfer in immediately available funds for Securities held in book-entry form or, at the Company's option in the event the Securities are not represented by Global Notes, by check mailed to the address of the person entitled to the payment as it appears in the Security register. Payment of principal will be made upon the surrender of the relevant Securities at the offices of the principal paying agent.

Notices to the Holders of registered Securities will be mailed to them at their respective addresses in the register of the Securities and will be deemed to have been given on the fourth weekday (being a day other than Saturday or Sunday) after the date of mailing.

The Indenture contains provisions setting forth certain conditions to the institution of proceedings by the Holders of Securities with respect to the Indenture or for any remedy under the Indenture.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The Trustee is hereby designated and the Holder of this Security, by its acceptance hereof, shall be deemed to have appointed the Trustee, as the duly authorized representative of the Holder for purposes of making claims and taking other permitted or required actions under the Debt Guarantee Program (the "Representative"). The Holder hereby authorizes and directs the Representative, at such time as the FDIC shall commence making any guarantee payments to the Representative for the benefit of such Holder pursuant to the Debt Guarantee Program (as defined below), to make an assignment of such Holder's right, title and interest in this Security to the FDIC and to effect the transfer to the FDIC of the Holder's claim in any insolvency proceeding, including but not limited to, by executing an assignment in the form attached to the Fifth Supplemental Indenture. Any Holder may elect not to be represented by the Representative by providing written notice of such election to the Representative.

The Company, the Guarantor and the Trustee acknowledge that the Company has not opted out of the debt guarantee program (the "Debt Guarantee Program") established by the Federal Deposit Insurance Corporation ("FDIC") under its Temporary Liquidity Guarantee Program. As a result, *this debt is guaranteed under the FDIC Temporary Liquidity Guarantee Program and is backed by the full faith and credit of the United States. The details of the FDIC guarantee are provided in the FDIC's regulations, 12 CFR Part 370, and at the FDIC's website, www.fdic.gov/tlgp. The expiration date of the FDIC's guarantee is the earlier of the maturity date of this debt or June 30, 2012.*

— end of page —
[Signatures appear on the following page]

IN WITNESS WHEREOF, PNC Funding Corp has caused this Security to be signed in its name by its Chairman of the Board, President or any Executive or Senior Vice President, and by its Secretary or an Assistant Secretary, or by facsimiles of any of their signatures, and its corporate seal, or a facsimile thereof, to be hereto affixed.

Dated:

PNC FUNDING CORP

By
Name: Lisa Kovac
Title: Senior Vice President

Attest:

Name: George P. Long, III
Title: Secretary

[SEAL]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON as Trustee

By _____
Authorized officer

GUARANTEE OF

THE PNC FINANCIAL SERVICES GROUP, INC.

FOR VALUE RECEIVED, THE PNC FINANCIAL SERVICES GROUP, INC. (formerly known as PNC Financial Corp and PNC Bank Corp.), a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania (herein called the "Guarantor"), hereby unconditionally guarantees to the Holder of the Security upon which this Guarantee is endorsed the due and punctual payment of the principal and interest on said Security, when and as the same shall become due and payable, whether by declaration thereof or otherwise, according to the terms thereof and of the Indenture referred to therein. In case of default by PNC Funding Corp (herein called the "Company") in the payment of any such principal or interest, the Guarantor agrees duly and punctually to pay the same.

The Guarantor hereby agrees that its obligations hereunder shall be absolute and unconditional, irrespective of, and shall be unaffected by, any invalidity, irregularity, or unenforceability of said Security or the Indenture, any failure to enforce the provisions of said Security or the Indenture, or any waiver, modification, or indulgence granted to the Company with respect thereto, by the Holder of said Security or the Trustee under the Indenture or any other circumstances which may otherwise constitute a legal or equitable discharge of a surety or guarantor. The Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of a merger or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to said Security or the indebtedness evidenced thereby, and all demands whatsoever, and covenants that this Guarantee will not be discharged except by payment in full of the principal of and premium, if any, and interest on said Security.

The obligations of the Guarantor evidenced by this Guarantee, to the extent and in the manner set forth in the Indenture, shall rank*pari passu* in right of payment with each other and with the Guarantor's unsecured obligations to Holders of Senior Guarantor Indebtedness (as defined in the Indenture) and are senior in right of payment to the Existing Guarantor Subordinated Indebtedness (as defined in the Indenture), and each Holder of a Security upon which this Guarantee is endorsed, by the acceptance hereof, agrees to and shall be bound by such provisions of the Indenture.

The Guarantor shall be subrogated to all rights of the Holder of said Security against the Company in respect of any amounts paid by the Guarantor pursuant to the provisions of this Guarantee; provided, however, that the Guarantor shall not be entitled to enforce, or to receive any payments arising out of or based upon, such right of subrogation until the principal of and premium, if any, and interest then due on all Securities issued under the Indenture shall have been paid in full.

The Security upon which this Guarantee is endorsed is guaranteed by the FDIC pursuant to the FDIC's Debt Guarantee Program as set forth in 12 C.F.R. Part 370 to the extent payments of principal and interest on this Security are not made by the Company or the Guarantor. The FDIC shall be subrogated to all of the rights of the Holders and the Representative under said

Security and the Indenture against the Company and the Guarantor in respect of any amounts paid to the Holders, or for the benefit of the Holders, by the FDIC pursuant to the Debt Guarantee Program as set forth in 12 C.F.R. Part 370.

This Guarantee shall not be valid or become obligatory for any purpose until the certificate of authentication on the Security on which this Guarantee is endorsed shall have been signed by the Trustee under the Indenture referred to in said Security.

All terms used in this Guarantee which are defined in the Indenture, dated as of December 1, 1991, among the Company, the Guarantor and The Bank of New York Mellon (formerly known as The Bank of New York, as successor in interest to JPMorgan Chase Bank, which was formerly known as The Chase Manhattan Bank), as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture) as amended by a Supplemental Indenture dated as of February 15, 1993 by and among the Company, the Guarantor and the Trustee, as further amended by a Second Supplemental Indenture dated as of February 15, 2000 by and among the Company, the Guarantor and the Trustee, as further amended by a Third Supplemental Indenture dated as of December 19, 2008 by and among the Company, the Guarantor and the Trustee, as further amended by a Fourth Supplemental Indenture dated as of December 19, 2008 by and among the Company, the Guarantor and the Trustee, as further amended by a Fifth Supplemental Indenture dated as of March 31, 2009 by and among the Company, the Guarantor and the Trustee (as so amended, the "Indenture") shall have the meaning ascribed to such terms in the Indenture.

— end of page —
[signatures appear on following page]

IN WITNESS WHEREOF, THE PNC FINANCIAL SERVICES GROUP, INC. has caused this Guarantee to be duly executed by manual or facsimile signature under its corporate seal or a facsimile thereof.

Dated:

THE PNC FINANCIAL SERVICES GROUP, INC.

By
Name: Samuel R. Patterson
Title: Senior Vice President

Attest:

Name: George P. Long, III
Title: Corporate Secretary

[SEAL]

EXHIBIT B

ASSIGNMENT

This Assignment is made pursuant to the terms of Section 306 of the Fifth Supplemental Indenture, dated as of March 31, 2009, as amended from time to time, between The Bank of New York Mellon, as Trustee (the "Representative"), acting on behalf of the holders of the Notes issued under the Indenture who have not opted out of representation by the Representative (the "Holders") (with those Holders of Securities who have opted out of representation by the Representative being the "Unrepresented Holders"), PNC Funding Corp. (the "Issuer") and The PNC Financial Services Group, Inc. with respect to the debt obligations of the Issuer that are guaranteed under the Debt Guarantee Program. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Indenture.

For value received, [the Representative, on behalf of the Holders] [OR] [the Unrepresented Holders] (the "Assignor"), hereby assigns to the Federal Deposit Insurance Corporation (the "FDIC"), without recourse, all of the Assignor's respective rights, title and interest in and to: (a) the Floating Rate Senior Notes due April 1, 2012 (the "Notes"); (b) the Indenture, dated as of December 1, 1991, as amended and supplemented by a First Supplemental Indenture, dated as of February 15, 1993, as amended and supplemented by a Second Supplemental Indenture, dated February 15, 2000, as amended and supplemented by a Third Supplemental Indenture, dated as of December 19, 2008, as amended and supplemented by a Fourth Supplemental Indenture, dated as of December 19, 2008 and as amended and supplemented by a Fifth Supplemental Indenture dated as of March 31, 2009 by and among the Company, the Guarantor and the Trustee (collectively, the "Indenture"); and (c) any other instrument or agreement executed by the Issuer regarding obligations of the Issuer under the Notes or the Indenture (collectively, the "Assignment").

The Assignor hereby certifies that:

1. Without the FDIC's prior written consent, the Assignor has not:

(a) agreed to any material amendment of the Notes or the Indenture or to any material deviation from the provisions thereof; or

(b) accelerated the maturity of the Notes.

[**Instructions to the Assignor:** If the Assignor has not assigned or transferred any interest in the Note and related documentation, such Assignor must include the following representation.]

2. The Assignor has not assigned or otherwise transferred any interest in the Notes or the Indenture;

[**Instructions to the Assignor:** If the Assignor has assigned a partial interest in the Notes and related documentation, the Assignor must include the following representation.]

2. The Assignor has assigned part of its rights, title and interest in the Notes to pursuant to the agreement, dated as of , 20 , between , as assignor, and , as assignee, an executed copy of which is attached hereto.

The Assignor acknowledges and agrees that this Assignment is subject to the Indenture and to the following:

1. In the event the Assignor receives any payment under or related to the Notes or the Indenture from a party other than the FDIC (a "Non-FDIC Payment"):

(a) after the date of demand for a guarantee payment on the FDIC pursuant to 12 CFR Part 370, but prior to the date of the FDIC's first guarantee payment under the Indenture pursuant to 12 CFR Part 370, the Assignor shall promptly but in no event later than five (5) Business Days after receipt notify the FDIC of the date and the amount of such Non-FDIC Payment and shall apply such payment as payment made by the Issuer, and not as a guarantee payment made by the FDIC, and therefore, the amount of such payment shall be excluded from this Assignment; and

(b) after the FDIC's first guarantee payment under the Indenture, the Assignor shall forward promptly to the FDIC such Non-FDIC Payment in accordance with the payment instructions provided in writing by the FDIC.

2. Acceptance by the Assignor of payment pursuant to the Debt Guarantee Program on behalf of the Holders shall constitute a release by such Holders of any liability of the FDIC under the Debt Guarantee Program with respect to such payment.

The Person who is executing this Assignment on behalf of the Assignor hereby represents and warrants to the FDIC that he/she/it is duly authorized to do so.

******

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed and delivered this day of , 20 .

Very truly yours,

[ASSIGNOR]

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Consented to and acknowledged by this day of , 20 :

THE FEDERAL DEPOSIT INSURANCE CORPORATION

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)