

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

FORM 10-Q

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

For the quarterly period ended March 31, 2011

or

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

For the transition period from _____ to _____

Commission file number 001-09718

The PNC Financial Services Group, Inc.

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of
incorporation or organization)

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

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

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

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

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

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐

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

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

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

Yes ☐ No ☒

As of April 29, 2011, there were 526,282,991 shares of the registrant's common stock (\$5 par value) outstanding.

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FINANCIAL REVIEW

CONSOLIDATED FINANCIAL HIGHLIGHTS

THE PNC FINANCIAL SERVICES GROUP, INC.

Dollars in millions, except per share data

Unaudited	Three months ended March 31	
	2011	2010
FINANCIAL RESULTS (a)		
Revenue		
Net interest income	\$ 2,176	\$ 2,379
Noninterest income	1,455	1,384
Total revenue	3,631	3,763
Noninterest expense	2,070	2,113
Pretax, pre-provision earnings from continuing operations (b)	1,561	1,650
Provision for credit losses	421	751
Income from continuing operations before income taxes and noncontrolling interests (pretax earnings)	\$ 1,140	\$ 899
Income from continuing operations before noncontrolling interests	\$ 832	\$ 648
Income from discontinued operations, net of income taxes (c)		23
Net income	\$ 832	\$ 671
Less:		
Net income (loss) attributable to noncontrolling interests	(5)	(5)
Preferred stock dividends, including TARP (d)	4	93
Redemption of TARP preferred stock discount accretion (d)		250
Net income attributable to common shareholders (d)	\$ 833	\$ 333
Diluted earnings per common share		
Continuing operations	\$ 1.57	\$.61
Discontinued operations (c)		.05
Net income	\$ 1.57	\$.66
Cash dividends declared per common share (e)	\$.10	\$.10
PERFORMANCE RATIOS		
Net interest margin (f)	3.94%	4.24%
Noninterest income to total revenue	40	37
Efficiency	57	56
Return on:		
Average common shareholders' equity	11.12	5.37
Average assets	1.29	1.02

See page 53 for a glossary of certain terms used in this Report.

Certain prior period amounts have been reclassified to conform with the current period presentation, which we believe is more meaningful to readers of our consolidated financial statements.

- The Executive Summary and Consolidated Income Statement Review portions of the Financial Review section of this Report provide information regarding items impacting the comparability of the periods presented.
- We believe that pretax, pre-provision earnings from continuing operations, a non-GAAP measure, is useful as a tool to help evaluate our ability to provide for credit costs through operations.
- Includes results of operations for PNC Global Investment Servicing Inc. (GIS). We sold GIS effective July 1, 2010. See Sale of PNC Global Investment Servicing in the Executive Summary section of the Financial Review section of this Report and Note 2 Divestiture in the Notes To Consolidated Financial Statements of this Report for additional information.
- We redeemed the Series N (TARP) Preferred Stock on February 10, 2010. In connection with the redemption, we accelerated the accretion of the remaining issuance discount on the Series N Preferred Stock and recorded a corresponding reduction in retained earnings of \$250 million in the first quarter of 2010. This resulted in a one-time, noncash reduction in net income attributable to common shareholders and related basic and diluted earnings per share. The impact on diluted earnings per share was \$.50 for the first quarter of 2010. Total dividends declared for the first quarter of 2010 included \$89 million on the Series N Preferred Stock.
- In April 2011, the PNC Board of Directors declared a quarterly cash dividend on common stock of 35 cents per share, an increase of 25 cents per share, or 250%, from the prior quarterly dividend of 10 cents per share. The increased dividend was paid May 5, 2011 to shareholders of record at the close of business on April 18, 2011.
- Calculated as annualized taxable-equivalent net interest income divided by average earning assets. The interest income earned on certain earning assets is completely or partially exempt from federal income tax. As such, these tax-exempt instruments typically yield lower returns than taxable investments. To provide more meaningful comparisons of net interest margins for all earning assets, we use net interest income on a taxable-equivalent basis in calculating net interest margin by increasing the interest income earned on tax-exempt assets to make it fully equivalent to interest income earned on taxable investments. This adjustment is not permitted under GAAP in the Consolidated Income Statement. The taxable-equivalent adjustments to net interest income for the three months ended March 31, 2011 and March 31, 2010 were \$24 million and \$18 million, respectively.

CONSOLIDATED FINANCIAL HIGHLIGHTS (CONTINUED) (a)

Unaudited	March 31 2011	December 31 2010	March 31 2010
BALANCE SHEET DATA (dollars in millions, except per share data)			
Assets	\$259,378	\$ 264,284	\$265,396
Loans (b) (c)	149,387	150,595	157,266
Allowance for loan and lease losses (b)	4,759	4,887	5,319
Interest-earning deposits with banks (b)	1,359	1,610	607
Investment securities (b)	60,992	64,262	57,606
Loans held for sale (c)	2,980	3,492	2,691
Goodwill and other intangible assets	10,764	10,753	12,714
Equity investments (b)	9,595	9,220	10,256
Noninterest-bearing deposits	48,707	50,019	43,122
Interest-bearing deposits	133,283	133,371	139,401
Total deposits	181,990	183,390	182,523
Transaction deposits	134,516	134,654	126,420
Borrowed funds (b)	34,996	39,488	42,461
Shareholders' equity	31,132	30,242	26,818
Common shareholders' equity	30,485	29,596	26,466
Accumulated other comprehensive income (loss)	(309)	(431)	(1,288)
Book value per common share	58.01	56.29	50.32
Common shares outstanding (millions)	526	526	526
Loans to deposits	82%	82%	86%
ASSETS UNDER ADMINISTRATION (billions)			
Discretionary assets under management	\$ 110	\$ 108	\$ 105
Nondiscretionary assets under administration	109	104	104
Total assets under administration	219	212	209
CAPITAL RATIOS			
Tier 1 common	10.3%	9.8%	7.9%
Tier 1 risk-based (d)	12.6	12.1	10.3
Total risk-based (d)	16.2	15.6	13.9
Leverage (d)	10.6	10.2	8.8
Common shareholders' equity to assets	11.8	11.2	10.0
ASSET QUALITY RATIOS			
Nonperforming loans to total loans	2.94%	2.97%	3.66%
Nonperforming assets to total loans, OREO and foreclosed assets	3.50	3.50	4.14
Nonperforming assets to total assets	2.03	2.01	2.46
Net charge-offs to average loans (for the three months ended) (annualized)	1.44	2.09	1.77
Allowance for loan and lease losses to total loans	3.19	3.25	3.38
Allowance for loan and lease losses to nonperforming loans (e)	108	109	92

- (a) The Executive Summary and Consolidated Balance Sheet Review portions of the Financial Review section of this Report provide information regarding items impacting the comparability of the periods presented.
- (b) Amounts include consolidated variable interest entities. See Consolidated Balance Sheet in Part I, Item 1 of this Report for additional information. Also includes our equity interest in BlackRock under Equity investments.
- (c) Amounts include assets for which we have elected the fair value option. See Consolidated Balance Sheet in Part I, Item 1 of this Report for additional information.
- (d) The minimum US regulatory capital ratios under Basel I are 4.0% for Tier 1 risk-based, 8.0% for Total risk-based, and 4.0% for Leverage. The well-capitalized levels are 6.0% for Tier 1 risk-based, 10.0% for Total risk-based, and 5.0% for Leverage.
- (e) The allowance for loan and lease losses includes impairment reserves attributable to purchased impaired loans. Nonperforming loans do not include purchased impaired loans or loans held for sale.

FINANCIAL REVIEW

THE PNC FINANCIAL SERVICES GROUP, INC.

This Financial Review, including the Consolidated Financial Highlights, should be read together with our unaudited Consolidated Financial Statements and unaudited Statistical Information included elsewhere in this Report and with Items 6, 7, 8 and 9A of our 2010 Annual Report on Form 10-K (2010 Form 10-K). We have reclassified certain prior period amounts to conform with the current period presentation, which we believe is more meaningful to readers of our consolidated financial statements. For information regarding certain business and regulatory risks, see the Risk Management section in this Financial Review, Item 1A and the Risk Management section of Item 7 of our 2010 Form 10-K, and Note 16 Legal Proceedings and Note 17 Commitments and Guarantees in the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Report. Also, see the Cautionary Statement Regarding Forward-Looking Information and Critical Accounting Estimates And Judgments sections in this Financial Review for certain other factors that could cause actual results or future events to differ, perhaps materially, from historical performance and those anticipated in the forward-looking statements included in this Report. See Note 18 Segment Reporting in the Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report for a reconciliation of total business segment earnings to total PNC consolidated net income from continuing operations before noncontrolling interests as reported on a generally accepted accounting principles (GAAP) basis.

EXECUTIVE SUMMARY

PNC is one of the largest diversified financial services companies in the United States and is headquartered in Pittsburgh, Pennsylvania.

PNC has businesses engaged in retail banking, corporate and institutional banking, asset management, and residential mortgage banking, providing many of its products and services nationally and others in PNC's primary geographic markets located in Pennsylvania, Ohio, New Jersey, Michigan, Maryland, Illinois, Indiana, Kentucky, Florida, Virginia, Missouri, Delaware, Washington, D.C., and Wisconsin. PNC also provides certain products and services internationally.

KEY STRATEGIC GOALS

We manage our company for the long term and are focused on managing toward a moderate risk profile while maintaining strong capital and liquidity positions, investing in our markets and products, and embracing our corporate responsibility to the communities where we do business.

Our strategy to enhance shareholder value centers on driving growth in pre-tax, pre-provision earnings by achieving growth in revenue from our balance sheet and diverse business mix that exceeds growth in expenses controlled through disciplined cost management.

The primary drivers of revenue growth are the acquisition, expansion and retention of customer relationships. We strive to expand our customer base by offering convenient banking options and leading technology solutions, providing a broad range of fee-based and credit products and services, focusing on customer service, and through a significantly enhanced branding initiative. This strategy is designed to give our consumer customers choices based on their needs. Rather than striving to optimize fee revenue in the short term, our approach is focused on effectively growing targeted market share and "share of wallet." We may also grow revenue

through appropriate and targeted acquisitions and, in certain businesses, by expanding into new geographical markets.

We are focused on our strategies for quality growth. We are committed to a moderate risk philosophy characterized by disciplined credit management and limited exposure to earnings volatility resulting from interest rate fluctuations and the shape of the interest rate yield curve. We made substantial progress in transitioning our balance sheet over the past two years, working to return to our moderate risk profile throughout our expanded franchise. Our actions have created a well-positioned balance sheet, strong bank level liquidity and investment flexibility to adjust, where appropriate and permissible, to changing interest rates and market conditions.

2011 CAPITAL ACTIONS

On April 7, 2011, our Board of Directors approved an increase to PNC's quarterly common stock dividend from \$.10 per common share to \$.35 per common share, which was paid on May 5, 2011. Our Board of Directors also confirmed that PNC may begin to purchase common stock under its existing 25 million share repurchase program in open market or privately negotiated transactions. PNC plans to repurchase up to \$500 million of common stock during the remainder of 2011. The discussion of capital within the Consolidated Balance Sheet Review section of this Financial Review includes additional information regarding our common stock repurchase program.

Our ability to take these actions had been subject to the results of the supervisory assessment of capital adequacy undertaken by the Board of Governors of the Federal Reserve System (Federal Reserve) and our primary bank regulators as part of the capital adequacy assessment of the 19 bank holding companies that participate in the Supervisory Capital Assessment Program. As we announced on March 18, 2011, the Federal Reserve accepted the capital plan that we submitted for their review and did not object to our capital actions.

RECENT MARKET AND INDUSTRY DEVELOPMENTS

In addition to numerous legislative and regulatory developments, there have been dramatic changes in the competitive landscape of our industry over the last several years.

Beginning in late 2008, efforts by the Federal government, including the US Congress, the US Department of the Treasury, the Federal Reserve, the FDIC, and the Securities and Exchange Commission, to stabilize and restore confidence in the financial services industry have impacted and will likely continue to impact PNC and our stakeholders. These efforts, which will continue to evolve, include the Emergency Economic Stabilization Act of 2008, the American Recovery and Reinvestment Act of 2009, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”), in particular, and other legislative, administrative and regulatory initiatives, including the new rules set forth in Regulation E related to overdraft charges.

Dodd-Frank is extensive, complicated and comprehensive legislation that impacts practically all aspects of a banking organization. Dodd-Frank will negatively impact revenue and increase both the direct and indirect costs of doing business for PNC. It includes provisions that could increase regulatory fees and deposit insurance assessments and impose heightened capital and prudential standards, while at the same time impacting the nature and costs of PNC’s businesses, including consumer lending, private equity investment, derivatives transactions, interchange fees on debit card transactions, and asset securitizations.

Until such time as the regulatory agencies issue final regulations implementing all of the numerous provisions of Dodd-Frank, a process that will extend at least over the next year and might last several years, PNC will not be able to fully assess the impact the legislation will have on its businesses. However, we believe that the expected changes will be manageable for PNC and will have a smaller impact on us than on our larger peers.

Included in these recent legislative and regulatory developments are evolving regulatory capital standards for financial institutions. Dodd-Frank requires the Federal Reserve Board to establish capital requirements that would, among other things, eliminate the Tier 1 treatment of trust preferred securities following a phase-in period expected to begin in 2013. Evolving standards also include the so-called “Basel III” initiatives that are part of the Basel II effort by international banking supervisors to update the original international bank capital accord (Basel I), which has been in effect since 1988. The recent Basel III capital initiative, which has the support of US banking regulators, includes heightened capital requirements for major banking institutions in terms of both higher quality capital and higher regulatory capital ratios. Basel III capital standards will require implementing regulations by the banking regulators. These regulations will

become effective under a phase-in period beginning January 1, 2013, and will become fully effective January 1, 2019.

Dodd-Frank also establishes, as an independent agency organized as a bureau within the Federal Reserve, the Bureau of Consumer Financial Protection (CFPB). Starting July 21, 2011, the CFPB will have the authority to prescribe rules governing the provision of consumer financial products and services, and it is expected that the CFPB will issue new regulations, and amend existing regulations, regarding consumer protection practices. Also on that date, the authority of the Office of the Comptroller of the Currency (OCC) to examine PNC Bank, N.A. for compliance with consumer protection laws, and to enforce such laws, will transfer to CFPB.

Additionally, new provisions concerning the applicability of state consumer protection laws will become effective on July 21, 2011. Questions may arise as to whether certain state consumer financial laws that may have previously been preempted are no longer preempted after this date. Depending on how such questions are resolved, we may experience an increase in state-level regulation of our retail banking business and additional compliance obligations, revenue impacts, and costs.

Dodd-Frank and its implementation, as well as other statutory and regulatory initiatives that will be ongoing, will introduce numerous regulatory changes over the next several years. While we believe that we are well positioned to navigate through this process, we cannot predict the ultimate impact of these actions on PNC’s business plans and strategies.

RESIDENTIAL MORTGAGE FORECLOSURE MATTERS

Beginning in the third quarter of 2010, mortgage foreclosure documentation practices among US financial institutions received heightened attention by regulators and the media. PNC’s US market share for residential servicing is approximately 1.5%. The vast majority of our servicing business is on behalf of other investors, principally the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA). Following the initial reports regarding these practices, we conducted an internal review of our foreclosure procedures. Based upon our review, we believe that PNC has systems designed to ensure that no foreclosure proceeds unless the loan is genuinely in default.

Similar to other banks, however, we identified issues regarding some of our foreclosure practices. Accordingly, after implementing a delay in pursuing individual foreclosures, we have been moving forward or are in the process of moving forward in most jurisdictions on such matters under procedures designed to address as appropriate any documentation issues. We are also proceeding with new foreclosures under enhanced procedures designed as part of this review to minimize the risk of errors related to the processing of documentation in foreclosure cases.

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The Federal Reserve and the OCC, together with the FDIC and others, conducted a publicly-disclosed interagency horizontal review of residential mortgage servicing operations at PNC and thirteen other federally regulated mortgage servicers. As a result of that review, in April 2011 PNC entered into a consent order with the Federal Reserve and PNC Bank N.A. entered into a consent order with the OCC. Collectively, these consent orders describe certain foreclosure-related practices and controls that the regulators found to be deficient and require PNC and PNC Bank to, among other things, develop and implement plans and programs to enhance PNC's residential mortgage servicing and foreclosure processes, retain an independent consultant to review certain residential mortgage foreclosure actions, take certain remedial actions, and oversee compliance with the orders and the new plans and programs. The two orders do not resolve any other federal or state governmental, legislative or regulatory authority investigations, which may result in significant additional actions, penalties or other remedies, and they do not foreclose the potential for civil money penalties from the bank regulators.

For additional information, please see Note 16 Legal Proceedings and Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements in this Report and our Current Report on Form 8-K dated April 14, 2011.

PNC'S PARTICIPATION IN SELECT GOVERNMENT PROGRAMS

Information on these programs is provided in Item 7 of our 2010 Form 10-K.

KEY FACTORS AFFECTING FINANCIAL PERFORMANCE

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

- General economic conditions, including the speed and stamina of the moderate economic recovery in general and on our customers in particular,
- The level of, and direction, timing and magnitude of movement in, interest rates and the shape of the interest rate yield curve,
- The functioning and other performance of, and availability of liquidity in, the capital and other financial markets,
- Loan demand, utilization of credit commitments and standby letters of credit, and asset quality,
- Customer demand for other products and services,
- Changes in the competitive and regulatory landscape and in counterparty creditworthiness and performance as the financial services industry restructures in the current environment,
- The impact of the extensive reforms enacted in the Dodd-Frank legislation and other legislative, regulatory and administrative initiatives, including those outlined above, and
- The impact of market credit spreads on asset valuations.

In addition, our success will depend, among other things, upon:

- Further success in the acquisition, growth and retention of customers,
- Continued development of the geographic markets related to our recent acquisitions, including full deployment of our product offerings,
- Revenue growth,
- A sustained focus on expense management,
- Managing the distressed assets portfolio and other impaired assets,
- Improving our overall asset quality and continuing to meet evolving regulatory capital standards,
- Continuing to maintain and grow our deposit base as a low-cost funding source,
- Prudent risk and capital management related to our efforts to return to our desired moderate risk profile,
- Actions we take within the capital and other financial markets, and
- The impact of legal and regulatory contingencies.

SALE OF PNC GLOBAL INVESTMENT SERVICING

On July 1, 2010, we sold PNC Global Investment Servicing Inc. (GIS), a leading provider of processing, technology and business intelligence services to asset managers, broker-dealers and financial advisors worldwide, for \$2.3 billion in cash pursuant to a definitive agreement entered into on February 2, 2010. The pretax gain recorded in the third quarter of 2010 related to this sale was \$639 million, or \$328 million after taxes.

Results of operations of GIS through March 31, 2010 are presented as income from discontinued operations, net of income taxes, on our Consolidated Income Statement in this Report. Once we entered into the sales agreement, GIS was no longer a reportable business segment. See Note 2 Divestiture in our Notes To Consolidated Financial Statements in this Report.

INCOME STATEMENT HIGHLIGHTS

- Strong results for the first quarter reflected pretax earnings from continuing operations of \$1.1 billion, compared with \$0.9 billion for the first quarter of 2010.
- Net interest income for the first three months of 2011 was \$2.2 billion and the net interest margin was 3.94%, compared with \$2.4 billion and 4.24% for the first three months of 2010. The decreases compared with the prior year quarter were attributable to lower purchase accounting accretion, soft loan demand and the low interest rate environment partially offset by lower funding costs.
- Noninterest income of \$1.5 billion for the first quarter of 2011 increased from \$1.4 billion in the prior year first quarter.

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- The provision for credit losses declined to \$421 million for the first three months of 2011 from \$751 million for the first three months of 2010 driven by overall credit quality improvement and continuation of actions to reduce exposure levels.
- Noninterest expense totaled \$2.1 billion for the first quarter of both 2011 and 2010.

CREDIT QUALITY HIGHLIGHTS

- Improvement in overall credit quality continued in the first quarter of 2011. Nonperforming assets decreased \$43 million to \$5.3 billion at March 31, 2011 compared with December 31, 2010. Accruing loans past due of \$1.9 billion were relatively unchanged from December 31, 2010. The allowance for loan and lease losses was \$4.8 billion, or 3.19% of total loans and 108% of nonperforming loans, as of March 31, 2011.

BALANCE SHEET HIGHLIGHTS

- Total loans were \$149 billion at March 31, 2011 and \$151 billion at December 31, 2010. Growth in commercial loans of \$1.4 billion during the quarter was offset by declines in commercial real estate loans of \$.8 billion and residential mortgage loans of \$.7 billion. Loans and commitments originated and renewed totaled approximately \$27 billion in the first quarter, including \$.9 billion of small business loans.
- Total deposits were \$182 billion at March 31, 2011 and \$183 billion at December 31, 2010. Transaction deposits of \$135 billion were essentially stable compared with December 31, 2010. Higher cost retail certificates of deposit continued to decline with a reduction of \$1.5 billion, or 4%, in the first quarter.
- PNC's high quality balance sheet was core funded with a loan to deposit ratio of 82% at March 31, 2011 and a strong bank liquidity position to support growth.
- PNC's strong capital levels were reflected in its Tier 1 common capital ratio which increased to 10.3% at March 31, 2011 from 9.8% at December 31, 2010.
- PNC reached a definitive agreement in January 2011 to acquire 19 branches and approximately \$390 million of deposits from BankAtlantic Bancorp, Inc. located in the Tampa, Florida area. The transaction has received regulatory approval and is expected to close in June 2011, subject to customary closing conditions.

Our Consolidated Income Statement and Consolidated Balance Sheet Review sections of this Financial Review describe in greater detail the various items that impacted our results for the first three months of 2011 and 2010.

AVERAGE CONSOLIDATED BALANCE SHEET HIGHLIGHTS

Various seasonal and other factors impact our period-end balances whereas average balances are generally more

indicative of underlying business trends apart from the impact of acquisitions, divestitures and consolidations of variable interest entities.

The Consolidated Balance Sheet Review section of this Financial Review provides information on changes in selected Consolidated Balance Sheet categories at March 31, 2011 compared with December 31, 2010.

Total average assets were \$262.6 billion for the first three months of 2011 compared with \$267.1 billion for the first three months of 2010. Average interest-earning assets were \$224.1 billion for the first three months of 2011, compared with \$227.0 billion in the first three months of 2010. In both comparisons, the declines were primarily driven by an \$8.6 billion decrease in average total loans partially offset by a \$5.5 billion increase in average total investment securities. The overall decline in average loans reflected soft customer loan demand, loan repayments, dispositions and net charge-offs. The increase in total investment securities reflected net investments of excess liquidity in short duration, high quality securities, primarily residential mortgage-backed securities.

The decrease in average total loans primarily reflected declines in commercial real estate of \$4.9 billion and residential real estate of \$3.9 billion, partially offset by a \$.8 billion increase in commercial loans. Commercial real estate loans declined due to loan sales, paydowns, and charge-offs. The decrease in residential real estate was impacted by portfolio management activities, paydowns and net charge-offs. Commercial loans increased due to a combination of new volume, improved utilization and new Market Street commitments. Loans represented 67% of average interest-earning assets for the first three months of 2011 and 70% of average interest-earning assets for the first three months of 2010.

Average securities available for sale increased \$4.8 billion, to \$55.4 billion, in the first quarter of 2011 compared with the first quarter of 2010. Average residential mortgage-backed agency securities increased \$7.2 billion and other debt securities increased \$2.1 billion in the comparison while residential mortgage-backed non-agency securities declined \$2.2 billion and commercial mortgage-backed securities decreased \$2.1 billion. The impact of purchases of high quality agency residential mortgage-backed securities and diversifiable other debt was partially offset by the natural run-off from paydowns of other security types.

Average securities held to maturity increased \$.8 billion, to \$6.7 billion, in the first three months of 2011 compared with the first three months of 2010. An increase of \$2.1 billion in commercial mortgage-backed securities more than offset a \$1.2 billion decrease in asset-backed securities in the comparison. Purchases of commercial mortgage-backed securities during the first quarter of 2011 outpaced the effect of paydowns of other security types.

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Total investment securities comprised 28% of average interest-earning assets for the first three months of 2011 and 25% for the first three months of 2010.

Average noninterest-earning assets totaled \$38.5 billion in the first three months of 2011 compared with \$40.2 billion in the first three months of 2010. The decline reflected a decrease in average goodwill and other intangible assets.

Average total deposits were \$180.8 billion for the first quarter of 2011 compared with \$183.1 billion for the first quarter of 2010. Average deposits declined from the prior year period primarily as a result of decreases in retail certificates of deposit and other time deposits, which were partially offset by increases in money market balances, demand and other noninterest-bearing deposits. Growing core checking deposits as a lower-cost funding source and as the cornerstone product to build customer relationships is the primary objective of our deposit strategy. Furthermore, core checking accounts are critical to our strategy of expanding our payment business. Total deposits at March 31, 2011 were \$182.0 billion compared with \$183.4 billion at December 31, 2010 and are further discussed within the Consolidated Balance Sheet Review section of this Report.

Average total deposits represented 69% of average total assets for both the first three months of 2011 and 2010.

Average transaction deposits were \$132.6 billion for the first three months of 2011 compared with \$125.2 billion for the first three months of 2010. The ongoing planned reduction of high-cost and primarily nonrelationship certificates of deposit is part of our overall deposit strategy that is focused on growing demand and other transaction deposits as the cornerstone product of customer relationships and a lower-cost, stable funding source.

Average borrowed funds were \$38.4 billion for the first quarter of 2011 compared with \$42.3 billion for the first quarter of 2010. Maturities of Federal Home Loan Bank (FHLB) borrowings drove the decline compared with the first quarter of 2010. Total borrowed funds at March 31, 2011 were \$35.0 billion compared with \$39.5 billion at December 31, 2010 and are further discussed within the Consolidated Balance Sheet Review section of this Financial Review. In addition, the Liquidity Risk Management portion of the Risk Management section of this Financial Review includes additional information regarding our sources and uses of borrowed funds.

BUSINESS SEGMENT HIGHLIGHTS

Total business segment earnings were \$639 million for the first three months of 2011 and \$659 million for the first three months of 2010. Highlights of results for the first three months of 2011 and 2010 are included below. The Business Segments Review section of this Financial Review includes a Results of Business-Summary table and further analysis of our business

segment results over these periods including presentation differences from Note 18 Segment Reporting in our Notes To Consolidated Financial Statements of this Report.

We provide a reconciliation of total business segment earnings to PNC consolidated income from continuing operations before noncontrolling interests as reported on a GAAP basis in Note 18 Segment Reporting in our Notes To Consolidated Financial Statements of this Report

Retail Banking

Retail Banking incurred a loss of \$18 million for the quarter compared with earnings of \$24 million for the year ago quarter. Earnings declined from the prior year quarter as lower revenues resulting from the impact of Regulation E rules related to overdraft fees and a low interest rate environment were partially offset by a lower provision for credit losses. Retail Banking continued to maintain its focus on growing customers and deposits, improving customer and employee satisfaction, investing in the business for future growth, and disciplined expense management during this period of market and economic uncertainty.

Corporate & Institutional Banking

Corporate & Institutional Banking earned \$432 million in the first quarter of 2011 compared with \$368 million in the first quarter of 2010. The increase in earnings was due to a decrease in the provision for credit losses, somewhat offset by declines in net interest income and revenue from commercial mortgage banking activities. We continued to focus on adding new clients and increased our cross selling to serve our clients' needs, particularly in the western markets, and remained committed to strong expense discipline.

Asset Management Group

Asset Management Group earned \$43 million in the first quarter of 2011 compared with \$39 million in the first quarter of 2010. Assets under administration were \$219 billion as of March 31, 2011. Earnings for the first quarter of 2011 reflected a benefit from the provision for credit losses compared with the provision for the first quarter of 2010. The business maintained its focus on new client acquisition and client asset growth during the quarter.

Residential Mortgage Banking

Residential Mortgage Banking earned \$71 million in the first quarter of 2011 compared with \$78 million in the first quarter of 2010. Earnings declined from the prior year first quarter primarily as a result of a higher provision for credit losses, lower servicing fees, lower net interest income and higher noninterest expense offset partially by increased loans sales revenue and higher net economic hedging gains on mortgage servicing rights.

BlackRock

Our BlackRock business segment earned \$86 million in the first three months of 2011 and \$77 million in the first three

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months of 2010. Higher earnings at BlackRock for the first quarter of 2011 compared to the first quarter of 2010 were due to the effect of growth in base and performance fees as well as *BlackRock Solutions*® and advisory fees.

Distressed Assets Portfolio

This business segment consists primarily of assets acquired with acquisitions and had earnings of \$25 million for the first three months of 2011 compared with \$73 million in the first three months of 2010. The decline was driven by a decrease in net interest income, partially offset by a lower provision for credit losses and an increase in noninterest income.

Other

“Other” reported earnings of \$193 million for the three months of 2011 compared with a net loss of \$11 million for the first three months of 2010. The increase in earnings over the first quarter of 2010 primarily reflected the impact of integration costs incurred in the 2010 period, the reversal of a portion of an indemnification liability for certain Visa litigation in the first quarter of 2011 and higher net gains on sales of securities net of other-than-temporary impairments (OTTI) in the first quarter of 2011.

CONSOLIDATED INCOME STATEMENT REVIEW

Our Consolidated Income Statement is presented in Part I, Item 1 of this Report.

Net income for the first three months of 2011 was \$832 million compared with \$671 million for the first three months of 2010. Total revenue for the first three months of 2011 was \$3.6 billion compared with \$3.8 billion for the three months of 2010. The decline in total revenue in the comparison reflected lower net interest income in 2011.

NET INTEREST INCOME AND NET INTEREST MARGIN

Dollars in millions	Three months ended March 31	
	2011	2010
Net interest income	\$2,176	\$2,379
Net interest margin	3.94%	4.24%

Changes in net interest income and margin result from the interaction of the volume and composition of interest-earning assets and related yields, interest-bearing liabilities and related rates paid, and noninterest-bearing sources of funding. See the Statistical Information (Unaudited) – Average Consolidated Balance Sheet And Net Interest Analysis section of this Report for additional information.

The decrease in net interest income and net interest margin compared with the first quarter of 2010 was attributable to lower purchase accounting accretion, soft loan demand and the low interest rate environment partially offset by lower funding costs.

The net interest margin was 3.94% for the first three months of 2011 and 4.24% for the first three months of 2010. The following factors impacted the comparison:

- A 50 basis point decrease in the yield on interest-earning assets. The yield on loans, the largest portion of our earning assets, decreased 41 basis points.
- These factors were partially offset by a 21 basis point decline in the rate accrued on interest-bearing liabilities. The rate accrued on interest-bearing deposits, the largest component, decreased 26 basis points.

We expect that our purchase accounting accretion will decrease by as much as \$700 million for full year 2011 compared with 2010. Excluding the impact of this factor, we expect our net interest income to increase for full year 2011 by \$100 million or more. Overall, we also expect that our net interest margin will decline for full year 2011 compared with 2010.

NONINTEREST INCOME

Summary

Noninterest income totaled \$1.5 billion for the first three months of 2011, compared with \$1.4 billion for the first three months of 2010.

Noninterest income in the first quarter of 2011 increased \$71 million compared with the first quarter of 2010 due to higher residential mortgage fees, higher net gains on sales of securities net of OTTI and a decrease in repurchase reserves partially offset by lower corporate service fees and a decline in service charges on deposits primarily from the impact of Regulation E rules pertaining to overdraft fees.

Additional Analysis

Asset management revenue increased \$4 million to \$263 million in the first three months of 2011 compared with the first three months of 2010. The increase in the comparisons was driven by higher equity markets, successful client retention, growth in new clients and strong sales performance. Assets under management at March 31, 2011 totaled \$110 billion compared with \$105 billion at March 31, 2010. Higher equity earnings from our BlackRock investment also contributed to the improved first quarter results.

For the first quarter of 2011, consumer services fees totaled \$311 million compared with \$296 million in the first quarter of 2010. The increase in fees reflected higher volume-related transaction fees, such as debit cards and credit cards.

Corporate services revenue totaled \$217 million in the first three months of 2011 and \$268 million in the first three months of 2010. Commercial mortgage servicing revenue declined due to higher impairment charges and lower ancillary fee income. Corporate services fees include the noninterest component of treasury management fees, which continued to be a strong contributor to revenue.

Residential mortgage revenue totaled \$195 million in the first quarter of 2011 and \$147 million in the first quarter of 2010. Higher loan sales revenue and net economic hedging gains on mortgage servicing rights drove the increase over the first quarter of 2010.

Service charges on deposits totaled \$123 million for the first three months of 2011 and \$200 million for the first three months of 2010. The decline resulted primarily from the impact of Regulation E rules pertaining to overdraft fees.

Net gains on sales of securities totaled \$37 million for the first quarter of 2011 and \$90 million for the first quarter of 2010. The net credit component of OTTI of securities recognized in earnings was a loss of \$34 million in the first quarter of 2011, compared with a loss of \$116 million in the first quarter of 2010.

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Other noninterest income totaled \$343 million for the first three months of 2011 compared with \$240 million for the first three months of 2010. The increase was driven by several individually insignificant items.

Other noninterest income typically fluctuates from period to period depending on the nature and magnitude of transactions completed. Further details regarding our trading activities are included in the Market Risk Management – Trading Risk portion of the Risk Management section of this Financial Review, further details regarding equity and alternative investments are included in the Market Risk Management-Equity And Other Investment Risk section and further details regarding gains or losses related to our equity investment in BlackRock are included in the Business Segments Review section.

Looking to full year 2011, we see momentum in our fee-based revenues resulting from client growth and depth in our expanded franchise. At the same time, we will see the continued impact of ongoing regulatory reforms. Excluding the expected incremental negative impact of two aspects of anticipated regulatory changes on fees related to Regulation E and interchange rates of approximately \$400 million for full year 2011 as further discussed in the Retail Banking portion of the Business Segments Review section of this Report, we expect noninterest income for full year 2011 to increase in the low-to-mid single digits (in terms of percentages) compared with 2010.

PRODUCT REVENUE

In addition to credit and deposit products for commercial customers, Corporate & Institutional Banking offers other services, including treasury management, commercial real estate, and capital markets-related products and services, that are marketed by several businesses primarily to commercial customers.

Treasury management revenue, which includes fees as well as net interest income from customer deposit balances, totaled \$301 million for the first three months of 2011 and \$296 million for the first three months of 2010.

Revenue from capital markets-related products and services totaled \$139 million in the first quarter of 2011 compared with \$161 million in the first quarter of 2010. The decrease was due to a number of large underwriting transactions and loan sale activity in the first quarter a year ago which did not recur, which were partially offset by increased derivatives client revenue and reduced impact of credit risk on customer derivative position values

Commercial mortgage banking activities include revenue derived from commercial mortgage servicing (including net interest income and noninterest income from loan servicing and ancillary services), and revenue derived from commercial mortgage loans intended for sale and related hedges (including loan origination fees, net interest income, valuation adjustments and gains or losses on sales).

Commercial mortgage banking activities resulted in revenue of \$41 million in the first three months of 2011 compared with \$115 million in the first three months of 2010. This decline was due to a reduction in the value of commercial mortgage servicing rights largely driven by higher loan prepayment rates and lower interest rates, and lower ancillary commercial mortgage servicing fees.

PROVISION FOR CREDIT LOSSES

The provision for credit losses totaled \$421 million for the first three months of 2011 compared with \$751 million for the first three months of 2010. The significant decline from the first three months of 2010 was driven by overall credit quality improvement and continuation of actions to reduce exposure levels.

The Credit Risk Management portion of the Risk Management section of this Financial Review includes additional information regarding factors impacting the provision for credit losses.

We anticipate an overall improvement in credit migration for full year 2011 and a continued reduction in our nonperforming loans assuming modest GDP growth. As a result, we expect that our full year 2011 provision for credit losses will be at least \$800 million less than our full year 2010 provision for credit losses assuming budgeted loan growth projections.

NONINTEREST EXPENSE

Noninterest expense was \$2.1 billion for the first three months of both 2011 and 2010. Integration costs included in noninterest expense totaled \$102 million in the first quarter of 2010.

Apart from the possible impact of the legal and regulatory contingencies disclosed in our 2010 Form 10-K and this Report, we expect that total noninterest expense for full year 2011 will be less than total noninterest expense for full year 2010. The magnitude of the decline will be dependent upon the pace of our investment in business growth opportunities.

EFFECTIVE TAX RATE

The effective tax rate was 27.0% in the first quarter of 2011 compared with 27.9% in the first quarter of 2010. We anticipate that the effective tax rate will remain approximately the same for the remainder of 2011.

CONSOLIDATED BALANCE SHEET REVIEW

SUMMARIZED BALANCE SHEET DATA

In millions	Mar. 31 2011	Dec. 31 2010
Assets		
Loans	\$149,387	\$150,595
Investment securities	60,992	64,262
Cash and short-term investments	9,242	10,437
Loans held for sale	2,980	3,492
Goodwill and other intangible assets	10,764	10,753
Equity investments	9,595	9,220
Other, net	16,418	15,525
Total assets	\$259,378	\$264,284
Liabilities		
Deposits	\$181,990	\$183,390
Borrowed funds	34,996	39,488
Other	8,675	8,568
Total liabilities	225,661	231,446
Total shareholders' equity	31,132	30,242
Noncontrolling interests	2,585	2,596
Total equity	33,717	32,838
Total liabilities and equity	\$259,378	\$264,284

The summarized balance sheet data above is based upon our Consolidated Balance Sheet in this Report.

The decline in total assets at March 31, 2011 compared with December 31, 2010 was primarily due to lower investment securities.

An analysis of changes in selected balance sheet categories follows.

LOANS

A summary of the major categories of loans outstanding follows. Outstanding loan balances reflect unearned income, unamortized discount and premium, and purchase discounts and premiums totaling \$2.6 billion at March 31, 2011 and \$2.7 billion at December 31, 2010. The balances do not include future accretable net interest (i.e., the difference between the undiscounted expected cash flows and the recorded investment in the loan) on the purchased impaired loans.

Loans decreased \$1.2 billion, or 1%, as of March 31, 2011 compared with December 31, 2010. Growth in commercial loans of \$1.4 billion was offset by declines of \$.8 billion in commercial real estate loans, \$.7 billion of residential real estate loans and \$.6 billion of home equity loans compared with year end. Commercial loans increased due to a combination of new volume, improved utilization and new Market Street commitments. Commercial real estate loans declined due to loan sales, paydowns, and charge-offs. The decrease in residential real estate was impacted by portfolio management activities, paydowns and net charge-offs. Home

equity loans declined due to increased paydowns in the first quarter of 2011 as well as lower refinancing activity.

Loans represented 58% of total assets at March 31, 2011 and 57% at December 31, 2010. Commercial lending represented 54% of the loan portfolio at March 31, 2011 and 53% at December 31, 2010. Consumer lending represented 46% at March 31, 2011 and 47% at December 31, 2010.

Commercial real estate loans represented 7% of total assets at both March 31, 2011 and December 31, 2010.

Details Of Loans

In millions	Mar. 31 2011	Dec. 31 2010
Commercial		
Retail/wholesale	\$ 10,665	\$ 9,901
Manufacturing	9,805	9,334
Service providers	8,690	8,866
Real estate related (a)	8,040	7,500
Financial services	5,034	4,573
Health care	3,839	3,481
Other	10,529	11,522
Total commercial	56,602	55,177
Commercial real estate		
Real estate projects	11,581	12,211
Commercial mortgage	5,552	5,723
Total commercial real estate	17,133	17,934
Equipment lease financing	6,215	6,393
TOTAL COMMERCIAL LENDING (b)	79,950	79,504
Consumer		
Home equity		
Lines of credit	23,001	23,473
Installment	10,655	10,753
Residential real estate		
Residential mortgage	14,602	15,292
Residential construction	731	707
Credit card	3,707	3,920
Other consumer		
Education	9,041	9,196
Automobile	3,156	2,983
Other	4,544	4,767
TOTAL CONSUMER LENDING	69,437	71,091
Total loans	\$149,387	\$150,595

(a) Includes loans to customers in the real estate and construction industries.

(b) Construction loans with interest reserves, and A Note/B Note restructurings are not significant to PNC.

Total loans above include purchased impaired loans of \$7.5 billion, or 5% of total loans, at March 31, 2011, and \$7.8 billion, or 5% of total loans, at December 31, 2010.

We are committed to providing credit and liquidity to qualified borrowers. Total loan originations and new commitments and renewals totaled \$27 billion for the first three months of 2011.

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Our loan portfolio continued to be diversified among numerous industries and types of businesses. The loans that we hold are also concentrated in, and diversified across, our principal geographic markets.

Commercial lending is the largest category and is the most sensitive to changes in assumptions and judgments underlying the determination of the allowance for loan and lease losses (ALLL). This estimate also considers other relevant factors such as:

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

Higher Risk Loans

Our loan portfolio includes certain loans deemed to be higher risk and therefore more likely to result in credit losses. We established specific and pooled reserves on the total commercial

lending category of \$2.5 billion at March 31, 2011. This commercial lending reserve included what we believe to be adequate and appropriate loss coverage on the higher risk commercial loans in the total commercial portfolio. The commercial lending reserve represented 52% of the total ALLL of \$4.8 billion at that date. The remaining 48% of ALLL pertained to the total consumer lending category. This category of loans is more homogenous in nature and has certain characteristics that can be assessed at a total portfolio level in terms of loans representing higher risk. We do not consider government insured/government guaranteed loans to be higher risk as we do not believe these loans will result in a significant loss because of their structure. Additional information regarding our higher risk loans is included in Note 5 Asset Quality and Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit in our Notes To Consolidated Financial Statements included in this Report.

Information related to purchased impaired loans, purchase accounting accretion and accretable net interest recognized during the first three months of 2011 and 2010 follows.

Valuation of Purchased Impaired Loans

Dollars in billions	March 31, 2011		December 31, 2010	
	Balance	Net Investment	Balance	Net Investment
Commercial and commercial real estate loans:				
Unpaid principal balance	\$ 1.6		\$ 1.8	
Purchased impaired mark	(.3)		(.4)	
Recorded investment	1.3		1.4	
Allowance for loan losses	(.3)		(.3)	
Net investment	1.0	63%	1.1	61%
Consumer and residential mortgage loans:				
Unpaid principal balance	7.6		7.9	
Purchased impaired mark	(1.4)		(1.5)	
Recorded investment	6.2		6.4	
Allowance for loan losses	(.6)		(.6)	
Net investment	5.6	74%	5.8	73%
Total purchased impaired loans:				
Unpaid principal balance	9.2		9.7	
Purchased impaired mark	(1.7)		(1.9)	
Recorded investment	7.5		7.8	
Allowance for loan losses	(.9)(a)		(.9)	
Net investment	\$ 6.6	72%	\$ 6.9	71%

(a) Impairment reserves of \$9 billion at March 31, 2011 reflect impaired loans with further credit quality deterioration since acquisition. This deterioration was more than offset by the cash received to date in excess of recorded investment of \$8 billion and the net reclassification to accretable net interest, to be recognized over time, of \$1.3 billion.

The unpaid principal balance of purchased impaired loans declined from \$9.7 billion at December 31, 2010 to \$9.2 billion at March 31, 2011 due to amounts determined to be uncollectible, payoffs and disposals. The remaining purchased impaired mark at March 31, 2011 was \$1.7 billion which was a decline from \$1.9 billion at December 31, 2010. The net investment of \$6.9 billion at December 31, 2010 declined 4% to \$6.6 billion at March 31, 2011 primarily due to payoffs, disposals and further impairment partially offset by accretion during 2011. At March 31, 2011, our largest individual

purchased impaired loan had a recorded investment of \$22 million.

We currently expect to collect total cash flows of \$8.8 billion on purchased impaired loans, representing the \$6.6 billion net investment at March 31, 2011 and the accretable net interest of \$2.2 billion shown in the Accretable Net Interest-Purchased Impaired Loans table that follows. These represent the net future cash flows on purchased impaired loans, as contractual interest will be reversed.

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Purchase Accounting Accretion

In millions	Three months ended March 31,	
	2011	2010
Non-impaired loans	\$ 68	\$ 112
Impaired loans	160	265
Reversal of contractual interest on impaired loans	(106)	(134)
Net impaired loans	54	131
Securities	9	11
Deposits	100	167
Borrowings	(31)	(56)
Total	\$ 200	\$ 365

In addition to the amounts in the table above, cash received in excess of recorded investment from sales or payoffs of impaired commercial loans (cash recoveries) totaled \$81 million for the first quarter of 2011 and \$75 million for the first quarter of 2010. We do not expect this level of cash recoveries to be sustainable.

Remaining Purchase Accounting Accretion

In billions	Mar. 31 2011	Dec. 31 2010
Non-impaired loans	\$ 1.1	\$ 1.2
Impaired loans	2.2	2.2
Total loans (gross)	3.3	3.4
Securities	.2	.1
Deposits	.4	.5
Borrowings	(1.0)	(1.1)
Total	\$ 2.9	\$ 2.9

Accrutable Net Interest – Purchased Impaired Loans

In billions	2011	2010
January 1	\$2.2	\$3.5
Accretion (including cash recoveries)	(.3)	(.3)
Net reclassifications to accrutable from non-accrutable	.3	.5
Disposals		(.1)
March 31	\$2.2	\$3.6

Net unfunded credit commitments are comprised of the following:

Net Unfunded Credit Commitments

In millions	March 31, 2011	December 31, 2010
Commercial / commercial real estate (a)	\$60,150	\$ 59,256
Home equity lines of credit	19,161	19,172
Consumer credit card and other unsecured lines	14,832	14,725
Other	2,638	2,652
Total	\$96,781	\$ 95,805

(a) Less than 3% of these amounts at each date relate to commercial real estate.

Commitments to extend credit represent arrangements to lend funds or provide liquidity subject to specified contractual conditions. Commercial commitments reported above exclude syndications, assignments and participations, primarily to financial institutions, totaling \$16.3 billion at March 31, 2011 and \$16.7 billion at December 31, 2010.

Unfunded liquidity facility commitments and standby bond purchase agreements totaled \$229 million at March 31, 2011 and \$458 million at December 31, 2010 and are included in the preceding table primarily within the “Commercial / commercial real estate” category.

In addition to credit commitments, our net outstanding standby letters of credit totaled \$10.2 billion at March 31, 2011 and \$10.1 billion at December 31, 2010. Standby letters of credit commit us to make payments on behalf of our customers if specified future events occur.

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INVESTMENT SECURITIES

Details of Investment Securities

In millions	Amortized Cost	Fair Value
March 31, 2011		
SECURITIES AVAILABLE FOR SALE		
Debt securities		
US Treasury and government agencies	\$ 5,119	\$ 5,229
Residential mortgage-backed		
Agency	29,519	29,469
Non-agency	7,876	7,171
Commercial mortgage-backed		
Agency	1,305	1,325
Non-agency	1,998	2,079
Asset-backed	3,005	2,864
State and municipal	2,254	2,234
Other debt	3,748	3,816
Corporate stocks and other	340	340
Total securities available for sale	\$55,164	\$54,527
SECURITIES HELD TO MATURITY		
Debt securities		
Commercial mortgage-backed (non-agency)	\$ 4,169	\$ 4,310
Asset-backed	2,287	2,320
Other debt	9	10
Total securities held to maturity	\$ 6,465	\$ 6,640
December 31, 2010		
SECURITIES AVAILABLE FOR SALE		
Debt securities		
US Treasury and government agencies	\$ 5,575	\$ 5,710
Residential mortgage-backed		
Agency	31,697	31,720
Non-agency	8,193	7,233
Commercial mortgage-backed		
Agency	1,763	1,797
Non-agency	1,794	1,856
Asset-backed	2,780	2,582
State and municipal	1,999	1,957
Other debt	3,992	4,077
Corporate stocks and other	378	378
Total securities available for sale	\$58,171	\$57,310
SECURITIES HELD TO MATURITY		
Debt securities		
Commercial mortgage-backed (non-agency)	\$ 4,316	\$ 4,490
Asset-backed	2,626	2,676
Other debt	10	11
Total securities held to maturity	\$ 6,952	\$ 7,177

The carrying amount of investment securities totaled \$61.0 billion at March 31, 2011, a decrease of \$3.3 billion, or 5%, from \$64.3 billion at December 31, 2010. The decline resulted from principal payments and net sales of primarily agency mortgage-backed securities and government agency securities. Investment securities represented 24% of total assets at both March 31, 2011 and December 31, 2010.

We evaluate our portfolio of investment securities in light of changing market conditions and other factors and, where appropriate, take steps intended to improve our overall positioning. We consider the portfolio to be well-diversified and of high quality. US Treasury and government agencies, agency residential mortgage-backed securities and agency commercial mortgage-backed securities collectively represented 59% of the investment securities portfolio at March 31, 2011.

At March 31, 2011, the securities available for sale portfolio included a net unrealized loss of \$637 million, which represented the difference between fair value and amortized cost. The comparable amount at December 31, 2010 was a net unrealized loss of \$861 million. The fair value of investment securities is impacted by interest rates, credit spreads, market volatility and liquidity conditions. The fair value of investment securities generally decreases when interest rates increase and vice versa. In addition, the fair value generally decreases when credit spreads widen and vice versa.

The improvement in the net unrealized pretax loss compared with December 31, 2010 was primarily due to improved liquidity in non-agency residential mortgage-backed securities markets. Net unrealized gains and losses in the securities available for sale portfolio are included in shareholders' equity as accumulated other comprehensive income or loss from continuing operations, net of tax.

Unrealized gains and losses on available for sale securities do not impact liquidity or risk-based capital. However, reductions in the credit ratings of these securities would have an impact on the determination of risk-weighted assets which could reduce our regulatory capital ratios. In addition, the amount representing the credit-related portion of OTTI on available for sale securities would reduce our earnings and regulatory capital ratios.

The expected weighted-average life of investment securities (excluding corporate stocks and other) was 4.8 years at March 31, 2011 and 4.7 years at December 31, 2010.

We estimate that, at March 31, 2011, the effective duration of investment securities was 3.4 years for an immediate 50 basis points parallel increase in interest rates and 3.3 years for an immediate 50 basis points parallel decrease in interest rates. Comparable amounts at December 31, 2010 were 3.1 years and 2.9 years, respectively.

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The following table provides detail regarding the vintage, current credit rating, and FICO score of the underlying collateral at origination, where available, for residential mortgage-backed, commercial mortgage-backed and other asset-backed securities held in the available for sale and held to maturity portfolios:

	March 31, 2011				
	Agency		Non-agency		Asset-Backed Securities
	Residential Mortgage-Backed Securities	Commercial Mortgage-Backed Securities	Residential Mortgage-Backed Securities	Commercial Mortgage-Backed Securities	
Dollars in millions					
Fair Value – Available for Sale	\$ 29,469	\$ 1,325	\$ 7,171	\$ 2,079	\$ 2,864
Fair Value – Held to Maturity				4,310	2,320
Total Fair Value	\$ 29,469	\$ 1,325	\$ 7,171	\$ 6,389	\$ 5,184
% of Fair Value:					
By Vintage					
2011	11%	7%		1%	
2010	38%	25%		2%	7%
2009	17%	33%		3%	14%
2008	5%	4%			13%
2007	8%	4%	18%	9%	10%
2006	5%	7%	24%	30%	12%
2005 and earlier	16%	20%	58%	55%	14%
Not Available					30%
Total	100%	100%	100%	100%	100%
By Credit Rating					
Agency	100%	100%			
AAA			5%	81%	80%
AA			3%	6%	1%
A			3%	7%	
BBB			5%	4%	1%
BB			9%	1%	
B			14%		4%
Lower than B			60%		12%
No rating			1%	1%	2%
Total	100%	100%	100%	100%	100%
By FICO Score					
>720			56%		3%
<720 and >660			35%		9%
<660					3%
No FICO score			9%		85%
Total			100%		100%

We conduct a comprehensive security-level impairment assessment quarterly on all securities in an unrealized loss position to determine whether the loss represents OTTI. Our assessment considers the security structure, recent security collateral performance metrics, external credit ratings, failure of the issuer to make scheduled interest or principal payments, our judgment and expectations of future performance, and relevant independent industry research, analysis and forecasts.

We also consider the severity of the impairment and the length of time that the security has been impaired in our assessment. Results of the periodic assessment are reviewed by a cross-functional senior management team representing Asset & Liability Management, Finance, and Market Risk

Management. The senior management team considers the results of the assessments, as well as other factors, in determining whether the impairment is other-than-temporary.

We recognize the credit portion of OTTI charges in current earnings for those debt securities where we do not intend to sell and believe we will not be required to sell the securities prior to expected recovery. The noncredit portion of OTTI is included in accumulated other comprehensive loss.

We recognized OTTI for the first three months of 2011 and 2010 as follows:

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Other-Than-Temporary Impairments

In millions	Three months ended March 31	
	2011	2010
Credit portion of OTTI losses (a)		
Non-agency residential mortgage-backed	\$ 28	\$ 73
Asset-backed	5	43
Other debt	1	
Total credit portion of OTTI losses	34	116
Noncredit portion of OTTI losses		
(recoveries) (b)	(4)	124
Total OTTI losses	\$ 30	\$ 240

(a) Reduction of noninterest income in our Consolidated Income Statement.

(b) Included in Accumulated other comprehensive loss, net of tax, on our Consolidated Balance Sheet.

The following table summarizes net unrealized gains and losses (including the credit and noncredit portions of OTTI) recorded on non-agency residential and commercial mortgage-backed and other asset-backed securities, which represent our most significant categories of securities not backed by the US government or its agencies. A summary of all OTTI credit losses recognized for the first three months of 2011 by investment type is included in Note 7 Investment Securities in the Notes To Consolidated Financial Statements in this Report.

In millions	March 31, 2011					
	Residential Mortgage-Backed Securities		Commercial Mortgage-Backed Securities		Asset-Backed Securities	
	Fair Value	Net Unrealized Gain (Loss)	Fair Value	Net Unrealized Gain (Loss)	Fair Value	Net Unrealized Gain (Loss)
Available for Sale Securities (Non-Agency)						
Credit Rating Analysis						
AAA	\$ 394	\$ (12)	\$1,042	\$ 37	\$1,978	\$ 7
Other Investment Grade (AA, A, BBB)	839	(26)	885	36	42	(5)
Total Investment Grade	1,233	(38)	1,927	73	2,020	2
BB	619	6	70	4		
B	980	(102)	7	4	206	(27)
Lower than B	4,297	(571)			606	(100)
Total Sub-Investment Grade	5,896	(667)	77	8	812	(127)
Total No Rating	42		75		28	(16)
Total	\$7,171	\$ (705)	\$2,079	\$ 81	\$2,860	\$ (141)
OTTI Analysis						
Investment Grade:						
OTTI has been recognized	\$ 109	\$ (12)				
No OTTI recognized to date	1,124	(26)	\$1,927	\$ 73	\$2,020	\$ 2
Total Investment Grade	1,233	(38)	1,927	73	2,020	2
Sub-Investment Grade:						
OTTI has been recognized	3,807	(638)			617	(126)
No OTTI recognized to date	2,089	(29)	77	8	195	(1)
Total Sub-Investment Grade	5,896	(667)	77	8	812	(127)
No Rating:						
OTTI has been recognized					28	(16)
No OTTI recognized to date	42		75			
Total No Rating	42		75		28	(16)
Total	\$7,171	\$ (705)	\$2,079	\$ 81	\$2,860	\$ (141)
Securities Held to Maturity (Non-Agency)						
Credit Rating Analysis						
AAA			\$4,119	\$ 139	\$2,148	\$ 32
Other Investment Grade (AA, A, BBB)			191	2	61	1
Total Investment Grade			4,310	141	2,209	33
BB					6	
B					2	
Lower than B						
Total Sub-Investment Grade					8	
Total No Rating					93	
Total			\$4,310	\$ 141	\$2,310	\$ 33

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Residential Mortgage-Backed Securities

At March 31, 2011, our residential mortgage-backed securities portfolio was comprised of \$29.5 billion fair value of US government agency-backed securities and \$7.2 billion fair value of non-agency (private issuer) securities. The agency securities are generally collateralized by 1-4 family, conforming, fixed-rate residential mortgages. The non-agency securities are also generally collateralized by 1-4 family residential mortgages. The mortgage loans underlying the non-agency securities are generally non-conforming (i.e., original balances in excess of the amount qualifying for agency securities) and predominately have interest rates that are fixed for a period of time, after which the rate adjusts to a floating rate based upon a contractual spread that is indexed to a market rate (i.e., a “hybrid ARM”), or interest rates that are fixed for the term of the loan.

Substantially all of the non-agency securities are senior tranches in the securitization structure and at origination had credit protection in the form of credit enhancement, over-collateralization and/or excess spread accounts.

During the first quarter of 2011, we recorded OTTI credit losses of \$28 million on non-agency residential mortgage-backed securities. As of March 31, 2011, \$26 million of the credit losses related to securities rated below investment grade. As of March 31, 2011, the noncredit portion of OTTI losses recorded in accumulated other comprehensive loss for non-agency residential mortgage-backed securities totaled \$650 million and the related securities had a fair value of \$4 billion.

The fair value of sub-investment grade investment securities for which we have not recorded an OTTI credit loss as of March 31, 2011 totaled \$2 billion, with unrealized net losses of \$29 million. The results of our security-level assessments indicate that we will recover the entire cost basis of these securities. Note 7 Investment Securities in the Notes To Consolidated Financial Statements in this Report provides further detail regarding our process for assessing OTTI for these securities.

Commercial Mortgage-Backed Securities

The fair value of the non-agency commercial mortgage-backed securities portfolio was \$6.4 billion at March 31, 2011 and consisted of fixed-rate, private-issuer securities collateralized by non-residential properties, primarily retail properties, office buildings, and multi-family housing. The agency commercial mortgage-backed securities portfolio was \$1.3 billion fair value at March 31, 2011 consisting of multi-family housing. Substantially all of the securities are the most senior tranches in the subordination structure.

There were no OTTI credit losses on commercial mortgage-backed securities during the first quarter of 2011.

Asset-Backed Securities

The fair value of the asset-backed securities portfolio was \$5.2 billion at March 31, 2011 and consisted of fixed-rate and floating-rate, private-issuer securities collateralized primarily by various consumer credit products, including residential mortgage loans, credit cards, automobile loans, and student loans. Substantially all of the securities are senior tranches in the securitization structure and have credit protection in the form of credit enhancement, over-collateralization and/or excess spread accounts.

We recorded OTTI credit losses of \$5 million on asset-backed securities during first three months of 2011. All of the securities were collateralized by first and second lien residential mortgage loans and were rated below investment grade. As of March 31, 2011, the noncredit portion of OTTI losses recorded in accumulated other comprehensive loss for asset-backed securities totaled \$142 million and the related securities had a fair value of \$645 million.

For the sub-investment grade investment securities (available for sale and held to maturity) for which we have not recorded an OTTI loss through March 31, 2011, the remaining fair value was \$203 million, with unrealized net losses of \$1 million. The results of our security-level assessments indicate that we will recover the entire cost basis of these securities. Note 7 Investment Securities in the Notes To Consolidated Financial Statements in this Report provides further detail regarding our process for assessing OTTI for these securities.

If current housing and economic conditions were to worsen, if market volatility and illiquidity were to worsen, or if market interest rates were to increase appreciably, the valuation of our investment securities portfolio could continue to be adversely affected and we could incur additional OTTI credit losses that would impact our Consolidated Income Statement.

LOANS HELD FOR SALE

In millions	March 31 2011	December 31 2010
Commercial mortgages at fair value	\$ 858	\$ 877
Commercial mortgages at lower of cost or market	189	330
Total commercial mortgages	1,047	1,207
Residential mortgages at fair value	1,826	1,878
Residential mortgages at lower of cost or market	14	12
Total residential mortgages	1,840	1,890
Other	93	395
Total	\$ 2,980	\$ 3,492

We stopped originating certain commercial mortgage loans designated as held for sale in 2008 and continue pursuing opportunities to reduce these positions at appropriate prices. We sold \$16 million of commercial mortgage loans held for

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sale carried at fair value in the first three months of 2011 and sold \$24 million in the first three months of 2010.

We recognized net gains of \$13 million in the first three months of 2011 on the valuation and sale of commercial mortgage loans held for sale, net of hedges, compared with net gains of \$9 million recognized in the first three months of 2010.

Residential mortgage loan origination volume was \$3.2 billion in the first three months of 2011. Substantially all such loans were originated under agency or Federal Housing Administration (FHA) standards. We sold \$3.4 billion of loans and recognized related gains of \$84 million during the first three months of 2011. The comparable amounts for the first three months of 2010 were \$1.9 billion and \$39 million, respectively.

Interest income on loans held for sale was \$69 million in the first three months of 2011, and \$66 million in the first three months of 2010 and is included in Other interest income on our Consolidated Income Statement.

GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill and other intangible assets totaled \$10.8 billion at both March 31, 2011 and December 31, 2010. See Note 9 Goodwill and Other Intangible Assets included in the Notes To Consolidated Financial Statements in this Report.

FUNDING AND CAPITAL SOURCES

Details Of Funding Sources

In millions	March 31 2011	December 31 2010
Deposits		
Money market	\$ 86,726	\$ 84,581
Demand	47,786	50,069
Retail certificates of deposit	35,834	37,337
Savings	8,098	7,340
Other time	454	549
Time deposits in foreign offices	3,092	3,514
Total deposits	181,990	183,390
Borrowed funds		
Federal funds purchased and repurchase agreements	4,079	4,144
Federal Home Loan Bank borrowings	5,020	6,043
Bank notes and senior debt	11,324	12,904
Subordinated debt	9,310	9,842
Other	5,263	6,555
Total borrowed funds	34,996	39,488
Total	\$216,986	\$ 222,878

Total funding sources decreased \$5.9 billion at March 31, 2011 compared with December 31, 2010.

Total deposits decreased \$1.4 billion, or 1%, at March 31, 2011 compared with December 31, 2010. Interest-bearing deposits represented 73% of total deposits at both March 31, 2011 and December 31, 2010. Total borrowed funds decreased \$4.5 billion since December 31, 2010. The decline from December 31, 2010 was primarily due to maturities of bank notes and senior debt, FHLB borrowings and other borrowings.

Capital

See 2011 Capital Actions in the Executive Summary section of this Financial Review for additional information regarding our April 2011 increase to PNC's quarterly common stock dividend and our plans to purchase shares under PNC's existing common stock repurchase program (described below) during the remainder of 2011.

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

Total shareholders' equity increased \$.9 billion, to \$31.1 billion, at March 31, 2011 compared with December 31, 2010 as retained earnings increased \$.8 billion. Common shares outstanding were 526 million at both March 31, 2011 and December 31, 2010.

Our current common stock repurchase program permits us to purchase up to 25 million shares of PNC common stock on the open market or in privately negotiated transactions. This program will remain in effect until fully utilized or until modified, superseded or terminated. The extent and timing of share repurchases under this program will depend on a number of factors including, among others, market and general economic conditions, economic and regulatory capital considerations, alternative uses of capital, regulatory and contractual limitations, and the potential impact on our credit ratings. We did not purchase any shares in the first three months of 2011 under this program.

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Risk-Based Capital

Dollars in millions	March 31 2011	December 31 2010
Capital components		
Shareholders' equity		
Common	\$ 30,485	\$ 29,596
Preferred	647	646
Trust preferred capital securities	2,908	2,907
Noncontrolling interests	1,348	1,351
Goodwill and other intangible assets	(9,008)	(9,053)
Eligible deferred income taxes on goodwill and other intangible assets	419	461
Pension, other postretirement benefit plan adjustments	371	380
Net unrealized securities losses, after-tax	387	550
Net unrealized losses (gains) on cash flow hedge derivatives, after-tax	(454)	(522)
Other	(224)	(224)
Tier 1 risk-based capital	26,879	26,092
Subordinated debt	4,913	4,899
Eligible allowance for credit losses	2,694	2,733
Total risk-based capital	\$ 34,486	\$ 33,724
Tier 1 common capital		
Tier 1 risk-based capital	\$ 26,879	\$ 26,092
Preferred equity	(647)	(646)
Trust preferred capital securities	(2,908)	(2,907)
Noncontrolling interests	(1,348)	(1,351)
Tier 1 common capital	\$ 21,976	\$ 21,188
Assets		
Risk-weighted assets, including off-balance sheet instruments and market risk equivalent assets	\$213,281	\$ 216,283
Adjusted average total assets	253,727	254,693
Capital ratios		
Tier 1 common	10.3%	9.8%
Tier 1 risk-based	12.6	12.1
Total risk-based	16.2	15.6
Leverage	10.6	10.2

Federal banking regulators have stated that they expect all bank holding companies to have a level and composition of Tier 1 capital well in excess of the 4% regulatory minimum, and they have required the largest US bank holding companies, including PNC, to have a capital buffer sufficient to withstand losses and allow them to meet credit needs of their customers through the economic downturn. They have also stated their view that common equity should be the dominant form of Tier 1 capital. As a result, regulators are now emphasizing the Tier 1 common capital ratio in their evaluation of bank holding company capital levels, although this metric is not provided for in the regulations. We seek to manage our capital consistent with these regulatory principles, and believe that our March 31, 2011 capital levels were aligned with them.

Dodd-Frank requires the Federal Reserve Board to establish capital requirements that would, among other things, eliminate the Tier 1 treatment of trust preferred securities following a phase-in period expected to begin in 2013. Accordingly, PNC will evaluate its alternatives, including the potential for early redemption of some or all of its trust preferred securities, based on such considerations it may consider relevant, including dividend rates, the specifics of the future capital requirements, capital market conditions and other factors. PNC is also subject to replacement capital covenants with respect to certain of its trust preferred securities as discussed in Note 13 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in Item 8 of our 2010 Form 10-K.

Our Tier 1 common capital ratio was 10.3% at March 31, 2011, compared with 9.8% at December 31, 2010. Our Tier 1 risk-based capital ratio increased 50 basis points to 12.6% at March 31, 2011 from 12.1% at December 31, 2010. Increases in both ratios were attributable to retention of earnings and a decline in risk-weighted assets in 2011.

At March 31, 2011, PNC Bank, N.A., our domestic bank subsidiary, was considered "well capitalized" based on US regulatory capital ratio requirements. To qualify as "well-capitalized", regulators currently require banks to maintain capital ratios of at least 6% for Tier 1 risk-based, 10% for total risk-based, and 5% for leverage, which are indicated on page 2 of this Report. We believe PNC Bank, N.A. will continue to meet these requirements during the remainder of 2011.

The access to, and cost of, funding for new business initiatives including acquisitions, the ability to engage in expanded business activities, the ability to pay dividends, the level of deposit insurance costs, and the level and nature of regulatory oversight depend, in part, on a financial institution's capital strength.

OFF-BALANCE SHEET ARRANGEMENTS AND VARIABLE INTEREST ENTITIES

We engage in a variety of activities that involve unconsolidated entities or that are otherwise not reflected in our Consolidated Balance Sheet that are generally referred to as “off-balance sheet arrangements.” Additional information on these types of activities is included in our 2010 Form 10-K and in the following sections of this Report:

- Commitments, including contractual obligations and other commitments, included within the Risk Management section of this Financial Review,
- Note 3 Loan Sale and Servicing Activities and Variable Interest Entities in the Notes To Consolidated Financial Statements,
- Note 10 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in the Notes To Consolidated Financial Statements, and
- Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements.

PNC consolidates variable interest entities (VIEs) when we are deemed to be the primary beneficiary. The primary beneficiary of a VIE is determined to be the party that meets both of the following criteria: (1) has the power to make decisions that most significantly affect the economic performance of the VIE and (2) has the obligation to absorb losses or the right to receive benefits that in either case could potentially be significant to the VIE.

A summary of VIEs, including those that we have consolidated and those in which we hold variable interests but have not consolidated into our financial statements, as of March 31, 2011 and December 31, 2010 is included in Note 3 of this Report.

PNC Capital Trust E Trust Preferred Securities

In February 2008, PNC Capital Trust E issued \$450 million of 7.75% Trust Preferred Securities due March 15, 2068 (the Trust E Securities). PNC Capital Trust E's only assets are \$450 million of 7.75% Junior Subordinated Notes due March 15, 2068 and issued by PNC (the JSNs). The Trust E Securities are fully and unconditionally guaranteed by PNC. We may, at our option, redeem the JSNs at 100% of their principal amount on or after March 15, 2013.

In connection with the closing of the Trust E Securities sale, we agreed that, if we have given notice of our election to defer interest payments on the JSNs or a related deferral period is continuing, then PNC would be subject during such period to restrictions on dividends and other provisions protecting the status of the JSN debenture holder similar to or in some ways more restrictive than those potentially imposed under the Exchange Agreements with Trust II and Trust III, as described in Note 13 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities (Note 13) in our 2010 Form 10-K. PNC Capital Trusts C and D have similar protective provisions with respect to \$500 million in principal amount of junior subordinated debentures. Also, in connection with the closing of the Trust E Securities sale, we entered into a replacement capital covenant, which is described in Note 13 in our 2010 Form 10-K.

Acquired Entity Trust Preferred Securities

As a result of the National City acquisition, we assumed obligations with respect to \$2.4 billion in principal amount of junior subordinated debentures issued by the acquired entity. As a result of other prior acquisitions, we assumed obligations with respect to \$158 million in principal amount of junior subordinated debentures issued by the acquired entities. As described in Note 13 in our 2010 Form 10-K, during 2010 we redeemed \$81 million in principal amount related to the junior subordinated debentures issued by the acquired entities. Under the terms of the outstanding debentures, if there is an event of default under the debentures or PNC exercises its right to defer payments on the related trust preferred securities issued by the statutory trusts or there is a default under PNC's guarantee of such payment obligations, PNC would be subject during the period of such default or deferral to restrictions on dividends and other provisions protecting the status of the debenture holders similar to or in some ways more restrictive than those potentially imposed under the Exchange Agreements with Trust II and Trust III, as described in Note 13 in our 2010 Form 10-K.

FAIR VALUE MEASUREMENTS

In addition to the following, see Note 8 Fair Value in the Notes To Consolidated Financial Statements in this Report for further information regarding fair value.

Assets recorded at fair value represented 27% of total assets at both March 31, 2011 and December 31, 2010. Liabilities recorded at fair value represented 2% and 3% of total liabilities at March 31, 2011 and December 31, 2010, respectively.

The following table includes the assets and liabilities measured at fair value and the portion of such assets and liabilities that are classified within Level 3 of the valuation hierarchy.

In millions	March 31, 2011		December 31, 2010	
	Total Fair Value	Level 3	Total Fair Value	Level 3
Assets				
Securities available for sale	\$54,527	\$ 8,610	\$57,310	\$ 8,583
Financial derivatives	5,076	50	5,757	77
Residential mortgage loans held for sale	1,826		1,878	
Trading securities	2,254	60	1,826	69
Residential mortgage servicing rights	1,109	1,109	1,033	1,033
Commercial mortgage loans held for sale	858	858	877	877
Equity investments	1,457	1,457	1,384	1,384
Customer resale agreements	823		866	
Loans	229	2	116	2
Other assets	915	455	853	403
Total assets	\$69,074	\$12,601	\$71,900	\$12,428
Level 3 assets as a percentage of total assets at fair value		18%		17%
Level 3 assets as a percentage of consolidated assets		5%		5%
Liabilities				
Financial derivatives	\$ 4,322	\$ 476	\$ 4,935	\$ 460
Trading securities sold short	1,244		2,530	
Other liabilities	3		6	
Total liabilities	\$ 5,569	\$ 476	\$ 7,471	\$ 460
Level 3 liabilities as a percentage of total liabilities at fair value		9%		6%
Level 3 liabilities as a percentage of consolidated liabilities		<1%		<1%

The majority of Level 3 assets represent non-agency residential mortgage-backed and asset-backed securities in the available for sale securities portfolio for which there was a lack of observable market activity.

During the first three months of 2011, no significant transfers of assets or liabilities between the hierarchy levels occurred.

BUSINESS SEGMENTS REVIEW

We have six reportable business segments:

- Retail Banking
- Corporate & Institutional Banking
- Asset Management Group
- Residential Mortgage Banking
- BlackRock
- Distressed Assets Portfolio

Once we entered into an agreement to sell GIS, it was no longer a reportable business segment. We sold GIS on July 1, 2010.

Business segment results, including inter-segment revenues, and a description of each business are included in Note 18 Segment Reporting included in the Notes To Consolidated Financial Statements of this Report. Certain amounts included in this Financial Review differ from those amounts shown in Note 18 primarily due to the presentation in this Financial Review of business net interest revenue on a taxable-equivalent basis.

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

Assets receive a funding charge and liabilities and capital receive a funding credit based on a transfer pricing

methodology that incorporates product maturities, duration and other factors.

Capital is intended to cover unexpected losses and is assigned to our business segments using our risk-based economic capital model, including consideration of the goodwill and other intangible assets at those business segments, as well as the diversification of risk among the business segments. We have revised certain capital allocations among our business segments, including amounts for prior periods. PNC's total capital did not change as a result of these adjustments for any periods presented.

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

Total business segment financial results differ from total consolidated results from continuing operations before noncontrolling interests, which itself excludes the earnings and revenue attributable to GIS through March 31, 2010 that is reflected in discontinued operations. The impact of these differences is reflected in the "Other" category. "Other" for purposes of this Business Segments Review and the Business Segment Highlights in the Executive Summary includes residual activities that do not meet the criteria for disclosure as a separate reportable business, such as gains or losses related to BlackRock transactions including LTIP share distributions and obligations, integration costs, asset and liability management activities including net securities gains or losses and certain trading activities, exited businesses, equity management activities, alternative investments, intercompany eliminations, most corporate overhead, and differences between business segment performance reporting and financial statement reporting (GAAP), including the presentation of net income attributable to noncontrolling interests.

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Results Of Businesses – Summary (Unaudited)

Three months ended March 31 - in millions	Income (Loss)		Revenue		Average Assets (a)	
	2011	2010	2011	2010	2011	2010
Retail Banking	\$ (18)	\$ 24	\$1,247	\$1,359	\$ 66,669	\$ 68,354
Corporate & Institutional Banking	432	368	1,098	1,261	76,980	79,575
Asset Management Group	43	39	222	227	6,918	7,041
Residential Mortgage Banking	71	78	258	228	11,619	8,855
BlackRock	86	77	108	99	5,530	6,225
Distressed Assets Portfolio	25	73	245	330	14,101	19,507
Total business segments	639	659	3,178	3,504	181,817	189,557
Other (b) (c)	193	(11)	453	259	80,737	77,591
Income from continuing operations before noncontrolling interests (d)	\$832	\$648	\$3,631	\$3,763	\$262,554	\$267,148

(a) Period-end balances for BlackRock.

(b) For our segment reporting presentation in this Financial Review, “Other” for the first three months of 2010 included \$113 million of pretax integration costs related to acquisitions.

(c) “Other” average assets include securities available for sale associated with asset and liability management activities.

(d) Amounts are presented on a continuing operations basis and therefore exclude the earnings, revenue, and assets of GIS for the first three months of 2010.

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RETAIL BANKING

(Unaudited)

Three months ended March 31

Dollars in millions, except as noted

	2011	2010
INCOME STATEMENT		
Net interest income	\$ 818	\$ 869
Noninterest income		
Service charges on deposits	117	195
Brokerage	53	53
Consumer services	228	208
Other	31	34
Total noninterest income	429	490
Total revenue	1,247	1,359
Provision for credit losses	276	339
Noninterest expense	1,001	975
Pretax earnings (loss)	(30)	45
Income taxes (benefit)	(12)	21
Earnings (loss)	\$ (18)	\$ 24
AVERAGE BALANCE SHEET		
Loans		
Consumer		
Home equity	\$ 26,064	\$ 26,821
Indirect auto	2,400	1,893
Indirect other	1,612	2,080
Education	9,101	8,060
Credit cards	3,731	4,079
Other	1,823	1,793
Total consumer	44,731	44,726
Commercial and commercial real estate	10,786	11,455
Floor plan	1,572	1,296
Residential mortgage	1,287	1,801
Total loans	58,376	59,278
Goodwill and other intangible assets	5,769	5,934
Other assets	2,524	3,142
Total assets	\$ 66,669	\$ 68,354
Deposits		
Noninterest-bearing demand	\$ 18,102	\$ 16,776
Interest-bearing demand	20,920	19,212
Money market	40,382	39,699
Total transaction deposits	79,404	75,687
Savings	7,573	6,552
Certificates of deposit	35,364	45,614
Total deposits	122,341	127,853
Other liabilities	1,147	1,652
Capital	8,048	8,310
Total liabilities and equity	\$131,536	\$137,815
PERFORMANCE RATIOS		
Return on average capital	(1)%	1%
Return on average assets	(.11)	.14
Noninterest income to total revenue	34	36
Efficiency	80	72
OTHER INFORMATION (a)		
Credit-related statistics:		
Commercial nonperforming assets	\$ 301	\$ 324
Consumer nonperforming assets	409	276
Total nonperforming assets (b)	\$ 710	\$ 600
Impaired loans (c)	\$ 869	\$ 1,013
Commercial lending net charge-offs	\$ 67	\$ 96
Credit card lending net charge-offs	68	96
Consumer lending (excluding credit card) net charge-offs	122	108
Total net charge-offs	\$ 257	\$ 300
Commercial lending annualized net charge-off ratio	2.20 %	3.05%
Credit card lending annualized net charge-off ratio	7.39 %	9.54%
Consumer lending (excluding credit card) annualized net charge-off ratio	1.17 %	1.03%
Total annualized net charge-off ratio	1.79 %	2.05%
Other statistics:		
ATMs	6,660	6,467
Branches (d)	2,446	2,461

At March 31

Dollars in millions, except as noted

	2011	2010
OTHER INFORMATION (CONTINUED) (a)		
Home equity portfolio credit statistics:		
% of first lien positions (e)	36%	34%
Weighted average loan-to-value ratios (e)	73%	73%
Weighted average FICO scores (f)	731	725
Annualized net charge-off ratio	1.28%	.70%
Loans 30 – 59 days past due	.47%	.44%
Loans 60 – 89 days past due	.31%	.30%
Loans 90 days past due	.99%	.85%
Customer-related statistics:		
Retail Banking checking relationships	5,521,000	5,379,000
Retail online banking active customers	3,226,000	2,782,000
Retail online bill payment active customers	1,029,000	826,000
Brokerage statistics:		
Financial consultants (g)	700	722
Full service brokerage offices	34	41
Brokerage account assets (billions)	\$ 34	\$ 33

(a) Presented as of March 31 except for net charge-offs and annualized net charge-off ratios, which are for the three months ended.

(b) Includes nonperforming loans of \$688 million at March 31, 2011 and \$579 million at March 31, 2010.

(c) Recorded investment of purchased impaired loans related to acquisitions.

(d) Excludes certain satellite branches that provide limited products and/or services.

(e) Includes loans from acquired portfolios for which lien position and loan-to-value information was limited.

(f) Represents the most recent FICO scores we have on file.

(g) Financial consultants provide services in full service brokerage offices and traditional bank branches.

Retail Banking incurred a loss of \$18 million for the quarter compared with earnings of \$24 million for the year ago quarter. Earnings declined from the prior year quarter as lower revenues resulting from the impact of Regulation E rules related to overdraft fees and a low interest rate environment were partially offset by a lower provision for credit losses. Retail Banking continued to maintain its focus on growing customers and deposits, improving customer and employee satisfaction, investing in the business for future growth, and disciplined expense management during this period of market and economic uncertainty.

Highlights of Retail Banking's performance for the first quarter of 2011 include the following:

- In January, PNC reached a definitive agreement to acquire 19 branches and approximately \$390 million of deposits from BankAtlantic Bancorp, Inc. All of the branches are located in the Tampa, Florida area. The transaction is expected to close in June 2011, subject to customary closing conditions. The transaction is expected to provide Retail Banking with the opportunity to establish a foothold in the Tampa area and to expand our branch presence in the Florida market.
- Retail Banking launched a new checking account line-up and a new credit card suite during the first quarter. The new products are designed to provide more choices for customers.
- Net new checking relationships grew 56,000 in the first quarter and 142,000 over the prior year, strong results reflecting gains in all of our markets. We are

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seeing strong retention and increasing acquisition in all of our markets.

- Success in implementing Retail Banking's deposit strategy resulted in growth in average demand deposits of \$3.0 billion, or 8%, over the prior year.
- Our investment in online banking capabilities continues to pay off. Active online bill payment and active online banking customers grew by 5% and 6%, respectively, during the first quarter of 2011. In a year-over-year comparison, active online bill payment grew 25% and active online banking customers grew 16%.
- PNC's branch footprint covers nearly one-third of the US population with a network of 2,446 branches and 6,660 ATM machines at March 31, 2011. We continue to invest in the branch network. In the first quarter of 2011, we opened 6 traditional branches, consolidated 30 branches, and had a net decrease of 13 ATMs.

Total revenue for the first quarter of 2011 was \$1.2 billion compared with \$1.4 billion for the first quarter of 2010. Net interest income of \$818 million declined \$51 million compared with the first quarter of 2010. Net interest income was negatively impacted by lower interest credits assigned to deposits, reflective of the rate environment, and benefited from higher demand deposits and increased education loans.

Noninterest income declined \$61 million when compared with the first quarter of 2010. The decline was driven by lower overdraft fees resulting from Regulation E rules.

For 2011, Retail Banking revenue continues to be negatively impacted by the rules set forth in Regulation E related to overdraft fees and is expected to be negatively impacted by the potential limits related to interchange rates on debit card transactions (proposed in Dodd-Frank.) The incremental negative impact of these two aspects of regulatory reform on fees is estimated to be approximately \$400 million in 2011 compared with 2010 if limits to interchange rates are implemented consistent with rules currently proposed by the Federal Reserve Board. Changes in the proposed interchange rules could impact this estimate. Further, this estimate does not include any additional impact to revenue of other or additional regulatory requirements. There could be other aspects of regulatory reform that further impact these or other areas of our business as regulatory agencies, including the new CFPB, issue proposed and final regulations pursuant to Dodd-Frank and other legislation. See additional information regarding legislative and regulatory developments in the Executive Summary section of this Financial Review.

The provision for credit losses was \$276 million for the first quarter of 2011 compared with \$339 million in the first quarter of 2010. Net charge-offs were \$257 million for the first quarter of 2011 compared with \$300 million in prior year first quarter. Improvements in credit quality are evident in the

credit card and small business portfolios. However, the home equity portfolio is challenged by trends reflecting an increase in bankruptcies, continued loan modifications, many of which resulted in troubled debt restructurings, and a longer foreclosure timeline.

Noninterest expense for the first three months of 2011 increased \$26 million from the same period last year. The increase was driven by continued investment in the business.

Growing core checking deposits as a lower-cost funding source and as the cornerstone product to build customer relationships is the primary objective of our deposit strategy. Furthermore, core checking accounts are critical to our strategy of expanding our payments business. The deposit strategy of Retail Banking is to remain disciplined on pricing, target specific products and markets for growth, and focus on the retention and growth of balances for relationship customers.

In the first quarter of 2011, average total deposits decreased \$5.5 billion, or 4%, compared with 2010.

- Average demand deposits increased \$3.0 billion, or 8%, over the same quarter in 2010. The increase was primarily driven by customer growth and customer preferences for liquidity.
- Average money market deposits increased \$683 million, or 2%, from the first three months of 2010. The increase was primarily due to core money market growth as customers generally prefer more liquid deposits in a low rate environment.
- In the first three months of 2011, average certificates of deposit decreased \$10.3 billion from the same period last year. This decline is expected to continue in 2011, although at a slower pace, due to the continued run-off of higher rate certificates of deposits.

Currently, we plan to maintain our focus on a relationship-based lending strategy that targets specific customer sectors (mass consumers, homeowners, students, small businesses and auto dealerships) and our moderate risk lending approach. In the first quarter of 2011, average total loans were \$58.4 billion, a decrease of \$902 million, or 2%, over the same quarter last year.

- Average education loans grew \$1.0 billion compared with the first three months of 2010, primarily due to portfolio purchases.
- Average indirect auto loans increased \$507 million over the first quarter of 2010. The increase was due to the expansion of our indirect sales force and product introduction to acquired markets, as well as overall increases in auto sales. The indirect other portfolio is primarily a run-off portfolio comprised of marine, RV, and other indirect loan products.
- Average floor plan loans grew \$276 million compared with the first quarter of 2010, primarily

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due to higher line utilization as dealers maintained higher inventory levels due to product availability and improved sales prospects.

- Average credit card balances decreased \$348 million over the first quarter of 2010. The decrease was primarily the result of weak consumer demand in response to the economic environment. This resulted in fewer active accounts generating balances coupled with increased paydowns on existing accounts.
- Average home equity loans declined \$757 million compared with the first three months of 2010. Consumer loan demand remained soft in the current

economic climate. The decline is driven by loan demand being outpaced by paydowns, refinancings, and charge-offs. Retail Banking's home equity loan portfolio is relationship based, with 96% of the portfolio attributable to borrowers in our primary geographic footprint. The nonperforming assets and charge-offs that we have experienced are within our expectations given current market conditions.

- Average commercial and commercial real estate loans declined \$669 million compared with the first quarter of 2010. The decline was primarily due to loan demand being outpaced by refinancings, paydowns, and charge-offs.

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CORPORATE & INSTITUTIONAL BANKING

(Unaudited)

Three months ended March 31
Dollars in millions, except as noted

	2011	2010
INCOME STATEMENT		
Net interest income	\$ 799	\$ 890
Noninterest income		
Corporate service fees	187	242
Other	112	129
Noninterest income	299	371
Total revenue	1,098	1,261
Provision for (recoveries of) credit losses	(30)	236
Noninterest expense	445	446
Pretax earnings	683	579
Income taxes	251	211
Earnings	\$ 432	\$ 368
AVERAGE BALANCE SHEET		
Loans		
Commercial	\$33,194	\$34,081
Commercial real estate	14,347	17,961
Commercial – real estate related	3,463	3,128
Asset-based lending	7,370	5,940
Equipment lease financing	5,540	5,320
Total loans	63,914	66,430
Goodwill and other intangible assets	3,484	3,795
Loans held for sale	1,341	1,410
Other assets	8,241	7,940
Total assets	\$76,980	\$79,575
Deposits		
Noninterest-bearing demand	\$27,843	\$22,271
Money market	12,131	12,253
Other	6,057	7,610
Total deposits	46,031	42,134
Other liabilities	12,205	10,871
Capital	7,858	8,800
Total liabilities and equity	\$66,094	\$61,805

Three months ended March 31
Dollars in millions, except as noted

	2011	2010
PERFORMANCE RATIOS		
Return on average capital	22%	17%
Return on average assets	2.28	1.88
Noninterest income to total revenue	27	29
Efficiency	41	35
COMMERCIAL MORTGAGE SERVICING		
PORTFOLIO (in billions)		
Beginning of period	\$ 266	\$ 287
Acquisitions/additions	10	8
Repayments/transfers	(10)	(13)
End of period	\$ 266	\$ 282
OTHER INFORMATION		
Consolidated revenue from: (a)		
Treasury Management	\$ 301	\$ 296
Capital Markets	\$ 139	\$ 161
Commercial mortgage loans held for sale (b)	\$ 29	\$ 27
Commercial mortgage loan servicing (c)	12	88
Total commercial mortgage banking activities	\$ 41	\$ 115
Total loans (d)	\$64,368	\$65,137
Credit-related statistics:		
Nonperforming assets (d) (e)	\$ 2,574	\$ 3,343
Impaired loans (d) (f)	\$ 659	\$ 1,033
Net charge-offs	\$ 153	\$ 271
Net carrying amount of commercial mortgage servicing rights (d)	\$ 645	\$ 921

(a) Represents consolidated PNC amounts.

(b) Includes valuations on commercial mortgage loans held for sale and related commitments, derivative valuations, origination fees, gains on sale of loans held for sale and net interest income on loans held for sale.

(c) Includes net interest income and noninterest income from loan servicing and ancillary services.

(d) At March 31.

(e) Includes nonperforming loans of \$2.4 billion at March 31, 2011 and \$3.2 billion at March 31, 2010.

(f) Recorded investment of purchased impaired loans related to acquisitions.

Corporate & Institutional Banking earned \$432 million in the first quarter of 2011 compared with \$368 million in the first quarter of 2010. The increase in earnings was due to a decrease in the provision for credit losses, somewhat offset by declines in net interest income and revenue from commercial mortgage banking activities. We continued to focus on adding new clients and increased our cross selling to serve our clients' needs, particularly in the western markets, and remained committed to strong expense discipline.

Highlights of Corporate & Institutional Banking performance include:

- Added new clients at a record pace in 2010 and continued this momentum during the first quarter of 2011.
- Loan commitments, primarily in our Middle Market and Business Credit segments, grew from the first quarter of 2010. Average loans grew over \$1 billion from the fourth quarter of 2010.

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- Cross sales of treasury management and capital markets products to customers in PNC's western markets continued to be successful following the systems conversions. Sales in the first quarter of 2011 were ahead of target and were up compared with the first quarter last year.
- Midland Loan Services, one of the leading third-party providers of servicing for the commercial real estate industry, received the highest U.S. servicer and special servicer ratings from Fitch Ratings and Standard & Poor's and is in its 11th consecutive year of achieving these ratings.
- Midland was the number one servicer of FNMA and FHLMC loans and was the second leading servicer of commercial and multifamily loans by volume as of December 31, 2010 according to Mortgage Bankers Association.
- Mergers and Acquisitions Journal named Harris William & Co. Advisor of the Year in its March 2011 issue.

Net interest income for the first quarter of 2011 was \$799 million, a decrease of \$91 million from the first quarter of 2010, reflecting lower purchase accounting accretion, lower interest credits assigned to deposits and a decrease in average loans, partially offset by improved loan spreads and an increase in average deposits.

Corporate service fees were \$187 million for the first three months of 2011, a decrease of \$55 million from the first three months of 2010, primarily due to a reduction in the value of commercial mortgage servicing rights largely driven by higher loan prepayment rates and lower interest rates, and lower ancillary commercial mortgage servicing fees. The major components of corporate service fees are treasury management, corporate finance fees and commercial mortgage servicing revenue.

- Our Treasury Management business, which is one of the top providers in the country, continued to invest in markets, products and infrastructure as well as major initiatives such as healthcare. The healthcare initiative is designed to help provide our customers opportunities to reduce operating costs.

Other noninterest income was \$112 million for the first three months of 2011 compared with \$129 million in the first quarter of 2010 primarily due to a decline in underwriting revenues.

The provision for credit losses was a recovery of \$30 million in the first quarter 2011 compared with a provision of \$236 million in the first three months of 2010. The improvement reflected continued positive migration in portfolio credit quality along with lower loan levels. Net charge-offs for the first three months of 2011 of \$153 million decreased \$118 million or 44% compared with the 2010 period. The decline

was attributable primarily to the commercial real estate and equipment finance portfolios. Nonperforming assets declined across all portfolios for the fourth consecutive quarter.

Noninterest expense was \$445 million in the first three months of 2011 and was flat compared to the same period a year ago. Lower compensation costs due to the sale of a duplicative agency servicing operation were offset by higher credit-related costs.

Average loans were \$63.9 billion for the first quarter of 2011 compared with \$66.4 billion in the first quarter of 2010. The decrease in average loans of \$2.5 billion or 4% compared with 2010 was driven by exits of certain client relationships combined with lower utilization rates.

- PNC Real Estate provides commercial real estate and real-estate related lending and is one of the industry's top providers of both conventional and affordable multifamily financing. Commercial real estate loans declined in the first three months of 2011 compared with the first three months of 2010 due to loan sales, paydowns and charge-offs.
- PNC Business Credit is one of the top asset-based lenders in the country. It expanded its operations with the acquisition of an asset-based lending group in the United Kingdom which was completed in November 2010. Total loans acquired were approximately \$300 million. Loan commitments and loan utilization rates increased throughout 2010 and into the first quarter of 2011.
- PNC Equipment Finance is the 6th largest bank-affiliated leasing company with \$9 billion in equipment finance assets. Average loans and leases declined slightly in the first quarter 2011 compared with the first quarter of 2010 due to runoff and sales of non-strategic portfolios, which offset portfolio acquisitions and improved origination volumes within our middle market customer base.

Average deposits were \$46.0 billion for the first quarter of 2011, an increase of \$3.9 billion, or 9%, compared with the first three months of 2010. Our customers have continued to move balances to noninterest-bearing demand deposits to maintain liquidity.

The commercial mortgage servicing portfolio was \$266 billion at March 31, 2011 compared with \$282 billion at March 31, 2010. The decrease was primarily the result of the sale of a duplicative agency servicing operation, a non-core business, in the second quarter of 2010.

See the additional revenue discussion regarding treasury management, capital markets-related products and services, and commercial mortgage banking activities in the Product Revenue section of the Consolidated Income Statement Review.

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ASSET MANAGEMENT GROUP

(Unaudited)

Three months ended March 31
Dollars in millions, except as noted

	2011	2010
INCOME STATEMENT		
Net interest income	\$ 60	\$ 63
Noninterest income	162	164
Total revenue	222	227
Provision for (recoveries of) credit losses	(6)	9
Noninterest expense	160	156
Pretax earnings	68	62
Income taxes	25	23
Earnings	\$ 43	\$ 39
AVERAGE BALANCE SHEET		
Loans		
Consumer	\$4,054	\$3,993
Commercial and commercial real estate	1,503	1,442
Residential mortgage	715	963
Total loans	6,272	6,398
Goodwill and other intangible assets	374	415
Other assets	272	228
Total assets	\$6,918	\$7,041
Deposits		
Noninterest-bearing demand	\$1,162	\$1,228
Interest-bearing demand	2,291	1,699
Money market	3,597	3,217
Total transaction deposits	7,050	6,144
Certificates of deposit and other	677	818
Total deposits	7,727	6,962
Other liabilities	70	112
Capital	344	418
Total liabilities and equity	\$8,141	\$7,492
PERFORMANCE RATIOS		
Return on average capital	51%	38%
Return on average assets	2.52	2.25
Noninterest income to total revenue	73	72
Efficiency	72	69
OTHER INFORMATION		
Total nonperforming assets (a) (b)	\$ 74	\$ 139
Impaired loans (a) (c)	\$ 143	\$ 191
Total net charge-offs (recoveries)	\$ (11)	\$ 4
Assets Under Administration		
(in billions) (a) (d)		
Personal	\$ 102	\$ 96
Institutional	117	113
Total	\$ 219	\$ 209
Asset Type		
Equity	\$ 120	\$ 104
Fixed Income	64	59
Liquidity/Other	35	46
Total	\$ 219	\$ 209
Discretionary assets under management		
Personal	\$ 71	\$ 69
Institutional	39	36
Total	\$ 110	\$ 105
Asset Type		
Equity	\$ 57	\$ 51
Fixed Income	36	35
Liquidity/Other	17	19
Total	\$ 110	\$ 105
Nondiscretionary assets under administration		
Personal	\$ 31	\$ 27
Institutional	78	77
Total	\$ 109	\$ 104
Asset Type		
Equity	\$ 63	\$ 53
Fixed Income	28	24
Liquidity/Other	18	27
Total	\$ 109	\$ 104

- (a) As of March 31.
(b) Includes nonperforming loans of \$69 million at March 31, 2011 and \$132 million at March 31, 2010.
(c) Recorded investment of purchased impaired loans related to acquisitions.
(d) Excludes brokerage account assets.

Asset Management Group earned \$43 million in the first quarter of 2011 compared with \$39 million in the first quarter of 2010. Assets under administration were \$219 billion as of March 31, 2011. Earnings for the first quarter of 2011 reflected a benefit from the provision for credit losses compared with the provision for the first quarter of 2010. The business maintained its focus on new client acquisition and client asset growth during the quarter.

Highlights of Asset Management Group's performance during the first three months of 2011 include the following:

- Substantially increased new client acquisition and year-over-year sales and also outperformed first quarter goals;
- Focused hiring to drive growth across the footprint;
- Piloted new financial reporting technology to clients in several markets, and
- Continued signs of improvement in credit performance.

Assets under administration were \$219 billion at March 31, 2011 compared with \$209 billion at March 31, 2010. Discretionary assets under management were \$110 billion at March 31, 2011 compared with \$105 billion at March 31, 2010. The increase in the comparisons was driven by higher equity markets, successful client retention, growth in new clients and strong sales performance.

Total revenue for the first quarter of 2011 was \$222 million compared with \$227 million for the same period in 2010. Net interest income was \$60 million for the first quarter of 2011 compared with \$63 million in the first quarter of 2010. The decrease was attributable to lower loan yields and lower interest credits assigned to deposits reflective of the current low rate environment. Noninterest income of \$162 million for the first three months of 2011 declined slightly from the prior year first quarter as the exit of acquisition-related noncore products mitigated solid growth in asset management fees from improved equity markets and strong sales performance.

Provision for credit losses was a benefit of \$6 million in the first quarter of 2011 reflecting improved credit quality compared with provision of \$9 million for the first quarter of 2010. A net recovery of \$11 million was recognized for the first quarter compared with net charge-offs of \$4 million in the first quarter of 2010.

Noninterest expense of \$160 million in the first quarter of 2011 increased \$4 million, or 3%, from the year ago first quarter. The increase was attributable to investments in the business to drive growth.

Average deposits for the quarter increased \$765 million, or 11%, over the prior year first quarter. Average transaction deposits grew 15% compared with first quarter 2010 and were substantially offset by the strategic run off of higher rate certificates of deposit in the comparison. Average loan balances decreased \$126 million, or 2%, from the prior year first quarter primarily due to the current economy.

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RESIDENTIAL MORTGAGE BANKING

(Unaudited)

Three months ended March 31

Dollars in millions, except as noted

	2011	2010
INCOME STATEMENT		
Net interest income	\$ 56	\$ 74
Noninterest income		
Loan servicing revenue		
Servicing fees	50	69
Net MSR hedging gains	64	46
Loan sales revenue	84	39
Other	4	
Total noninterest income	202	154
Total revenue	258	228
Provision for (recoveries of) credit losses	8	(16)
Noninterest expense	137	120
Pretax earnings	113	124
Income taxes	42	46
Earnings	\$ 71	\$ 78
AVERAGE BALANCE SHEET		
Portfolio loans	\$ 2,734	\$2,820
Loans held for sale	1,802	974
Mortgage servicing rights (MSR)	1,048	1,264
Other assets	6,035	3,797
Total assets	\$11,619	\$8,855
Deposits	\$ 1,587	\$3,602
Borrowings and other liabilities	4,144	2,279
Capital	729	1,195
Total liabilities and equity	\$ 6,460	\$7,076
PERFORMANCE RATIOS		
Return on average capital	39%	26%
Return on average assets	2.48%	3.57%
Noninterest income to total revenue	78%	68%
Efficiency	53%	53%
RESIDENTIAL MORTGAGE SERVICING		
PORTFOLIO		
(in billions)		
Beginning of period	\$ 125	\$ 145
Acquisitions	5	
Additions	3	2
Repayments/transfers	(6)	(6)
End of period	\$ 127	\$ 141
Servicing portfolio statistics: (a)		
Fixed rate	90%	89%
Adjustable rate/balloon	10%	11%
Weighted average interest rate	5.53%	5.79%
MSR capitalized value (in billions)	\$ 1.1	\$ 1.3
MSR capitalization value (in basis points)	88	90
Weighted average servicing fee (in basis points)	30	30
OTHER INFORMATION		
Loan origination volume (in billions)	\$ 3.2	\$ 2.0
Percentage of originations represented by:		
Agency and government programs	100%	98%
Refinance volume	85%	73%
Total nonperforming assets (a) (b)	\$ 395	\$ 418
Impaired loans (a) (c)	\$ 158	\$ 298

(a) As of March 31

(b) Includes nonperforming loans of \$101 million at March 31, 2011 and \$239 million at March 31, 2010.

(c) Recorded investment of purchased impaired loans related to acquisitions.

Residential Mortgage Banking earned \$71 million in the first quarter of 2011 compared with \$78 million in the first quarter of 2010. Earnings declined from the prior year first quarter primarily as a result of a higher provision for credit losses, lower servicing fees, lower net interest income and higher noninterest expense offset partially by increased loans sales revenue and higher net economic hedging gains on mortgage servicing rights.

Residential Mortgage Banking overview:

- Total loan originations were \$3.2 billion for the first quarter of 2011 compared with \$2.0 billion in the first quarter of 2010. Refinance application volume was up compared to first quarter 2010. Loans continue to be originated primarily through direct channels under FNMA, FHLMC and FHA/VA agency guidelines.
- Investors may request PNC to indemnify them against losses on certain loans or to repurchase loans that they believe do not comply with applicable contractual loan origination covenants and representations and warranties we have made. At March 31, 2011, the liability for estimated losses on repurchase and indemnification claims for the Residential Mortgage Banking business segment was \$124 million compared with \$188 million at March 31, 2010. See Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements of this Report for additional information.
- Residential mortgage loans serviced for others totaled \$127 billion at March 31, 2011 compared with \$141 billion at March 31, 2010 as payoffs continued to outpace new direct loan origination volume.
- Noninterest income was \$202 million in the first quarter of 2011 compared with \$154 million in the first quarter of 2010. The increase resulted from higher loan sales revenue driven by higher loan origination volume and higher net economic hedging gains on mortgage servicing rights.
- Net interest income was \$56 million in the first quarter of 2011 compared with \$74 million in the first quarter of 2010. The decrease in the comparisons was primarily due to lower interest earned on escrow deposits.
- Noninterest expense was \$137 million in the first quarter of 2011 compared with \$120 million in the first quarter of 2010. The increase from the prior year first quarter was driven by higher loan origination volume and higher foreclosure-related expenses.
- The fair value of mortgage servicing rights was \$1.1 billion at March 31, 2011 compared with \$1.3 billion at March 31, 2010. The decline was due to lower mortgage rates at March 31, 2011 and a smaller mortgage servicing portfolio.

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BLACKROCK

(Unaudited)

Information related to our equity investment in BlackRock follows:

Three months ended March 31		
Dollars in millions	2011	2010
Business segment earnings (a)	\$86	\$77
PNC's economic interest in BlackRock (b)	20%	24%

(a) Includes PNC's share of BlackRock's reported GAAP earnings and additional income taxes on those earnings incurred by PNC.

(b) At March 31.

	Mar. 31	Dec. 31
In billions	2011	2010
Carrying value of PNC's investment in BlackRock (c)	\$ 5.1	\$ 5.1
Market value of PNC's investment in BlackRock (d)	7.2	6.9

(c) The March 31, 2011 amount is comprised of our equity investment of \$5,068 million and \$22 million of goodwill and accumulated other comprehensive income related to our BlackRock investment. The comparable amounts at December 31, 2010 were \$5,017 million and \$37 million.

PNC accounts for its investment in BlackRock under the equity method of accounting, exclusive of a related \$1.8 billion deferred tax liability at both March 31, 2011 and December 31, 2010.

(d) Does not include liquidity discount.

PNC accounts for its BlackRock Series C Preferred Stock at fair value, which offsets the impact of marking-to-market the obligation to deliver these shares to BlackRock to help fund BlackRock LTIP programs. The fair value amount of the BlackRock Series C Preferred Stock is included on our Consolidated Balance Sheet in the caption Other assets. Additional information regarding the valuation of the BlackRock Series C Preferred Stock is included in Note 8 Fair Value in the Notes To Consolidated Financial Statements of this Report.

PNC accounts for its remaining investment in BlackRock under the equity method of accounting. Our percentage ownership of BlackRock common stock (approximately 25% at March 31, 2011) is higher than our overall share of BlackRock's equity and earnings.

Our 2010 Form 10-K includes additional information about our investment in BlackRock, including BlackRock's November 2010 secondary common stock offering and our sale of a portion of our shares of BlackRock common stock in that offering.

DISTRESSED ASSETS PORTFOLIO

(Unaudited)

Three months ended March 31		
Dollars in millions, except as noted	2011	2010
INCOME STATEMENT		
Net interest income	\$ 236	\$ 342
Noninterest income	9	(12)
Total revenue	245	330
Provision for credit losses	152	165
Noninterest expense	53	48
Pretax earnings	40	117
Income taxes	15	44
Earnings	\$ 25	\$ 73
AVERAGE BALANCE SHEET		
Commercial Lending:		
Commercial/Commercial real estate	\$ 1,582	\$ 2,599
Lease financing	757	803
Total commercial lending	2,339	3,402
Consumer Lending:		
Consumer	5,559	6,573
Residential real estate	6,332	8,190
Total consumer lending	11,891	14,763
Total portfolio loans	14,230	18,165
Other assets	(129)	1,342
Total assets	\$14,101	\$19,507
Deposits		\$ 85
Other liabilities	\$ 159	55
Capital	1,371	1,734
Total liabilities and equity	\$ 1,530	\$ 1,874
PERFORMANCE RATIOS		
Return on average capital	7%	17%
Return on average assets	.72	1.52
OTHER INFORMATION		
Nonperforming assets (a) (b)	\$ 1,209	\$ 1,777
Impaired loans (a) (c)	\$ 5,685	\$ 7,124
Net charge-offs (d)	\$ 123	\$ 111
Annualized net charge-off ratio (d)	3.51%	2.48%
LOANS (a)		
Commercial Lending		
Commercial/Commercial real estate	\$ 1,474	\$ 2,641
Lease financing	695	806
Total commercial lending	2,169	3,447
Consumer Lending		
Consumer	5,381	6,511
Residential real estate	6,325	8,105
Total consumer lending	11,706	14,616
Total loans	\$13,875	\$18,063

(a) As of March 31.

(b) Includes nonperforming loans of \$9 billion at March 31, 2011 and \$1.4 billion at March 31, 2010.

(c) Recorded investment of purchased impaired loans related to acquisitions. At March 31, 2011, this segment contained 76% of PNC's purchased impaired loans.

(d) For the three months ended March 31.

This business segment consists primarily of assets acquired with acquisitions and had earnings of \$25 million for the first three months of 2011 compared with \$73 million in the first three months of 2010. The decline was driven by a decrease in

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net interest income, partially offset by a lower provision for credit losses and an increase in noninterest income.

Distressed Assets Portfolio overview:

- Average loans declined to \$14.2 billion in the first quarter of 2011 compared with \$18.2 billion in the first quarter of 2010. The decline was impacted by portfolio management activities including loan sales, paydowns and net charge-offs.
- Net interest income was \$236 million in the first three months of 2011 compared with \$342 million in the first three months of 2010. The decline was driven by lower purchase accounting accretion on impaired loans and a decline in average loan balances.
- Noninterest income was \$9 million for the first quarter of 2011 compared with a loss of \$12 million for the first quarter of 2010. An increase in reserves for brokered home equity loan indemnification and repurchase obligations was recorded in the first quarter a year ago.
- The provision for credit losses was \$152 million in the first quarter of 2011 compared with \$165 million in the first quarter of 2010. The decline was driven by improved credit performance within the mortgage and construction loan portfolios.
- Noninterest expense for the first three months of 2011 was \$53 million compared with \$48 million for the first three months of 2010. The increase was driven by other real estate owned-related losses and expenses.
- Nonperforming loans decreased \$.5 billion, to \$.9 billion, at March 31, 2011 compared with March 31, 2010. The consumer lending portfolio comprised 53% of the nonperforming loans at March 31, 2011. Nonperforming consumer loans decreased \$.3 billion.
- Net charge-offs were \$123 million for the first quarter of 2011 and \$111 million for the first quarter of 2010. The increase was driven by increased net charge-offs in the consumer lending portfolio.

Certain loans in this business segment may require special servicing given current loan performance and market conditions. Consequently, the business activities of this segment are focused on maximizing the value of the portfolio assigned to it while mitigating risk. Business intent drives the inclusion of assets in this business segment. Not all impaired loans are included in this business segment, nor are all of the loans included in this business segment considered impaired.

- The \$13.9 billion of loans held in this portfolio at March 31, 2011 are stated inclusive of a fair value adjustment on purchased impaired loans at acquisition. Taking the adjustment and the ALLL into account, the net carrying basis of this loan portfolio is 77% of customer outstandings.
- Commercial Lending within the Distressed Assets Portfolio business segment is comprised of \$1.5

billion in residential development assets (i.e. condominiums, townhomes, developed and undeveloped land) primarily acquired from National City and \$.7 billion of performing cross-border leases. This commercial lending portfolio has declined 37% since March 31, 2010. For the residential development portfolio, a team of asset managers actively deploy workout strategies on this portfolio through reducing unfunded loan exposure, refinancing, customer payoffs, foreclosures and loan sales. The overall credit quality of this portfolio is considered to be moderately better at March 31, 2011 compared with the beginning of 2010 based upon continuing dispositions of credits, improved economic conditions and increased activity in several markets. The cross-border lease portfolio continues to demonstrate good credit quality.

- The performance of the Consumer Lending portfolio is dependent upon economic growth, unemployment rates, the housing market recovery and the interest rate environment. The portfolio's credit quality performance has stabilized through actions taken by management over the last two years. Approximately 76% of customers have been current with principal and interest payments for the past 12 months. Currently, the portfolio yields over 7%. Consumer Lending consists of residential real estate mortgages and consumer or brokered home equity loans.
- Residential real estate mortgages are primarily legacy National City, originate for sale programs (now discontinued) and acquired portfolios. The residential real estate mortgage portfolio is composed of jumbo and ALT-A first lien mortgages, non-prime first and second lien mortgages and to a lesser extent, residential construction loans. We have implemented internal and external programs to proactively explore refinancing opportunities that would allow the borrower to qualify for a conforming mortgage loan which would be originated and sold by PNC or originated by a third-party originator. Also, loss mitigation programs have been developed to help manage risk and assist borrowers to maintain homeownership, when possible.
- Home equity loans include second liens and brokered home equity lines of credit. We have implemented several modification programs to assist the loss mitigation teams that manage this risk. Additionally, we have initiated several voluntary and involuntary programs to reduce and/or block line availability on home equity lines of credit.
- When loans are sold, investors may request PNC to indemnify them against losses or to repurchase loans that they believe do not comply with applicable contractual loan origination covenants and representations and warranties we have made. From 2005 to 2007, home equity loans were sold with such contractual provisions. At March 31, 2011, the

liability for estimated losses on repurchase and indemnification claims for the Distressed Assets Portfolio business segment was \$128 million. No additional reserves were recorded in the first quarter of 2011. See the Recourse and Repurchase Obligations section of this Financial Review and Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements included in this Report for additional information.

CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

Note 1 Accounting Policies in Part II, Item 8 of our 2010 Form 10-K and in the Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report describe the most significant accounting policies that we use. Certain of these policies require us to make estimates or economic assumptions that may prove inaccurate or be subject to variations that may significantly affect our reported results and financial position for the period or in future periods.

We must use estimates, assumptions, and judgments when assets and liabilities are required to be recorded at, or adjusted to reflect, fair value.

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

We discuss the following critical accounting policies and judgments under this same heading in Part II, Item 7 of our 2010 Form 10-K:

- Fair Value Measurements
- Allowances For Loan And Lease Losses And Unfunded Loan Commitments And Letters of Credit
- Estimated Cash Flows on Purchased Impaired Loans
- Goodwill
- Lease Residuals
- Revenue Recognition
- Residential Mortgage Servicing Rights
- Income Taxes

Residential Mortgage Servicing Rights

In conjunction with the acquisition of National City, PNC acquired servicing rights for residential real estate loans. We have elected to measure these mortgage servicing rights (MSRs) at fair value. MSRs are established and valued using

discounted cash flow modeling techniques which require management to make estimates regarding future net servicing cash flows, taking into consideration actual and expected mortgage loan prepayment rates, discount rates, servicing costs, and other factors.

PNC employs a risk management strategy designed to protect the value of MSRs from changes in interest rates and related market factors. MSR values are economically hedged with securities and derivatives, including interest-rate swaps, options, and forward mortgage-backed and futures contracts. As interest rates change, these financial instruments are expected to have changes in fair value negatively correlated to the change in fair value of the hedged MSR portfolio. The hedge relationships are actively managed in response to changing market conditions over the life of the MSR assets. Selecting appropriate financial instruments to hedge MSR valuation risk requires significant management judgment to assess how mortgage rates and prepayment speeds could affect the future values of MSRs. Hedging results can frequently be less predictable in the short term, but over longer periods of time are expected to protect the economic value of the MSR portfolio.

The fair value of residential MSRs and significant inputs to the valuation model as of March 31, 2011 are shown in the table below. The expected and actual rates of mortgage loan prepayments are the most significant factors driving the fair value. Management uses a third party model to estimate future loan prepayments. This model has been refined based on historical performance of PNC's managed portfolio, as adjusted for current market conditions. Future interest rates are another important factor in the valuation of MSRs. Management utilizes market implied forward interest rates to estimate the future direction of mortgage and discount rates. The forward rates utilized are derived from the current yield curve for U.S. dollar interest rate swaps and are consistent with pricing of capital markets instruments. Changes in the shape and slope of the forward curve in future periods may result in volatility in the fair value estimate.

Dollars in millions	March 31, 2011	December 31, 2010
Fair value	\$ 1,109	\$ 1,033
Weighted-average life (in years) (a)	6.2	5.8
Weighted-average constant prepayment rate (a)	11.75%	12.61%
Spread over forward interest rate swap rates	12.11%	12.18%

(a) Changes in weighted-average life and weighted-average constant prepayment rate reflect the cumulative impact of changes in rates, prepayment expectations and model changes.

A sensitivity analysis of the hypothetical effect on the fair value of MSRs for adverse changes in key assumptions is presented below. These sensitivities do not include the impact of the related hedging activities. Changes in fair value generally cannot be extrapolated because the relationship of the change in the assumption to the change in fair value may

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not be linear. Also, the effect of a variation in a particular assumption on the fair value of the MSRs is calculated independently without changing any other assumption. In reality, changes in one factor may result in changes in another (for example, changes in mortgage interest rates, which drive changes in prepayment rate estimates, could result in changes in the interest rate spread), which could either magnify or counteract the sensitivities.

Dollars in millions	March 31, 2011	December 31, 2010
Prepayment rate:		
Decline in fair value from 10% adverse change	\$ 48	\$ 41
Decline in fair value from 20% adverse change	\$ 93	\$ 86
Spread over forward interest rate swap rates:		
Decline in fair value from 10% adverse change	\$ 47	\$ 43
Decline in fair value from 20% adverse change	\$ 90	\$ 83

Recent Accounting Pronouncements

See Note 1 Accounting Policies in the Notes to the Consolidated Financial Statements of this Report regarding the impact of the adoption of new accounting guidance issued by the Financial Accounting Standards Board.

STATUS OF QUALIFIED DEFINED BENEFIT PENSION PLAN

We have a noncontributory, qualified defined benefit pension plan (plan or pension plan) covering eligible employees. Benefits are determined using a cash balance formula where earnings credits are a percentage of eligible compensation. Pension contributions are based on an actuarially determined amount necessary to fund total benefits payable to plan participants. Consistent with our investment strategy, plan assets are primarily invested in equity investments and fixed income instruments. Plan fiduciaries determine and review the plan's investment policy, which is described more fully in Note 14 Employee Benefit Plans in our 2010 Form 10-K.

We calculate the expense associated with the pension plan and the assumptions and methods that we use include a policy of reflecting trust assets at their fair market value. On an annual basis, we review the actuarial assumptions related to the pension plan. The primary assumptions used to measure pension obligations and costs are the discount rate, compensation increase and expected long-term return on assets. Among these, the compensation increase assumption does not significantly affect pension expense.

The discount rate used to measure pension obligations is determined by comparing the expected future benefits that will be paid under the plan with yields available on high quality corporate bonds of similar duration. In lower interest rate environments, the sensitivity of pension expense to the assumed discount rate increases. The impact on pension expense of a 0.5% decrease in discount rate in the current environment is \$19 million. In contrast, the sensitivity to the same change in discount rate in a higher interest rate environment is less significant.

The expected long-term return on assets assumption also has a significant effect on pension expense. The expected return on plan assets is a long-term assumption established by considering historical and anticipated returns of the asset classes invested in by the pension plan and the asset allocation policy currently in place. For purposes of setting and reviewing this assumption, "long term" refers to the period over which the plan's projected benefit obligations will be disbursed. We review this assumption at each measurement date and adjust it if warranted. Our selection process references certain historical data and the current environment, but primarily utilizes qualitative judgment regarding future return expectations. Accordingly, we generally do not change the assumption unless we modify our investment strategy or identify events that would alter our expectations of future returns.

To evaluate the continued reasonableness of our assumption, we examine a variety of viewpoints and data. Various studies have shown that portfolios comprised primarily of US equity securities have returned approximately 10% annually over long periods of time, while US debt securities have returned approximately 6% annually over long periods. Application of these historical returns to the plan's allocation ranges for equities and bonds produces a result between 7.25% and 8.75% and is one point of reference, among many other factors, that is taken into consideration. We also examine the plan's actual historical returns over various periods. Recent experience is considered in our evaluation with appropriate consideration that, especially for short time periods, recent returns are not reliable indicators of future returns. While annual returns can vary significantly (rates of return for 2010, 2009, and 2008 were +14.87%, +20.61%, and -32.91%, respectively), the selected assumption represents our estimated long-term average prospective returns.

Acknowledging the potentially wide range for this assumption, we also annually examine the assumption used by other companies with similar pension investment strategies, so that we can ascertain whether our determinations markedly differ from others. In all cases, however, this data simply informs our process, which places the greatest emphasis on our qualitative judgment of future investment returns, given the conditions existing at each annual measurement date.

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As more fully described in our 2010 Form 10-K, the expected long-term return on plan assets for determining net periodic pension cost for 2011 is 7.75%, down from 8.00% in 2010.

Under current accounting rules, the difference between expected long-term returns and actual returns is accumulated and amortized to pension expense over future periods. Each one percentage point difference in actual return compared with our expected return causes expense in subsequent years to change by up to \$9 million as the impact is amortized into results of operations.

The table below reflects the estimated effects on pension expense of certain changes in annual assumptions, using 2011 estimated expense as a baseline.

Change in Assumption (a)	Estimated Increase to 2011 Pension Expense (In millions)
.5% decrease in discount rate	\$ 19
.5% decrease in expected long-term return on assets	\$ 19
.5% increase in compensation rate	\$ 3

(a) The impact is the effect of changing the specified assumption while holding all other assumptions constant.

We currently estimate a pretax pension expense of \$11 million in 2011 compared with pretax expense of \$46 million in 2010. This year-over-year expected reduction is primarily due to the amortization impact of the favorable 2010 investment returns as compared with the expected long-term return assumption, which has been established by considering the time over which the Plan's obligations are expected to be paid.

Our pension plan contribution requirements are not particularly sensitive to actuarial assumptions. Investment performance has the most impact on contribution requirements and will drive the amount of permitted contributions in future years. Also, current law, including the provisions of the Pension Protection Act of 2006, sets limits as to both minimum and maximum contributions to the plan. We do not expect to be required by law to make any contributions to the plan during 2011.

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

RECOURSE AND REPURCHASE OBLIGATIONS

As discussed in Note 3 Loan Sale and Servicing Activities and Variable Interest Entities in our 2010 Form 10-K, PNC has sold commercial mortgage and residential mortgage loans directly or indirectly in securitizations and whole-loan sale transactions with continuing involvement. One form of continuing involvement includes certain recourse and loan repurchase obligations associated with the transferred assets in these transactions.

COMMERCIAL MORTGAGE RECOURSE OBLIGATIONS

We originate, close, and service certain commercial mortgage loans which are sold to FNMA under FNMA's Delegated Underwriting and Servicing (DUS) program. We have similar arrangements with FHLMC.

Under these programs, we generally assume up to a one-third pari passu risk of loss on unpaid principal balances through a loss share arrangement. The unpaid principal balance outstanding of loans sold as a participant in these programs was \$13.2 billion at both March 31, 2011 and December 31, 2010, and the potential maximum exposure under the loss share arrangements was \$4.0 billion at both March 31, 2011 and December 31, 2010. We maintain a reserve based upon these potential losses. The reserve for losses under these programs totaled \$56 million and \$54 million as of March 31, 2011 and December 31, 2010, respectively, and is included in Other liabilities on our Consolidated Balance Sheet. If payment is required under these programs, we would not have a contractual interest in the collateral underlying the mortgage loans on which losses occurred, although the value of the collateral is taken into account in determining our share of such losses. Our exposure and activity associated with these recourse obligations are reported in the Corporate & Institutional Banking segment.

RESIDENTIAL MORTGAGE LOAN REPURCHASE OBLIGATIONS

While residential mortgage loans are sold on a non-recourse basis, we assume certain loan repurchase obligations associated with mortgage loans we have sold to investors. These loan repurchase obligations primarily relate to situations where PNC is alleged to have breached certain origination covenants and representations and warranties made to purchasers of the loans in the respective purchase and sale agreements. Residential mortgage loans covered by these loan repurchase obligations include first and second-lien mortgage loans we have sold through Agency securitizations, Non-Agency securitizations, and whole-loan sale transactions. As discussed in Note 3 in our 2010 Form 10-K, Agency securitizations consist of mortgage loans sale transactions with FNMA, FHLMC, and the Government National Mortgage Association (GNMA) program, while Non-Agency securitizations and whole-loan sale transactions consist of mortgage loans sale transactions with private investors. Our

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exposure and activity associated with these loan repurchase obligations is reported in the Residential Mortgage Banking segment. In addition, PNC's residential mortgage loan repurchase obligations include certain brokered home equity loans/lines that were sold to private investors by National City prior to our acquisition. PNC is no longer engaged in the brokered home equity lending business, and our exposure under these loan repurchase obligations is reported in the Distressed Assets Portfolio segment.

Loan covenants and representations and warranties are established through loan sale agreements with various investors to provide assurance that PNC has sold loans to investors of sufficient investment quality. Key aspects of such covenants and representations and warranties include the loan's compliance with any applicable loan criteria established by the investor, including underwriting standards, delivery of all required loan documents to the investor or its designated party, sufficient collateral valuation, and the validity of the lien securing the loan. As a result of alleged breaches of these contractual obligations, investors may request PNC to indemnify them against losses on certain loans or to repurchase loans.

Indemnifications for loss or loan repurchases typically occur when, after review of the claim, we agree insufficient evidence exists to dispute the investor's claim that a breach of a loan covenant and representation and warranty has occurred, such breach has not been cured, and the effect of such breach is deemed to have had a material and adverse effect on the value of the transferred loan. Depending on the sale agreement and upon proper notice from the investor, we typically respond to such indemnification and repurchase requests within 60 days, although final resolution of the claim may take a longer period of time. With the exception of the sales agreements associated with the Agency securitizations, most sale agreements do not provide for penalties or other remedies if we do not respond timely to investor indemnification or repurchase requests.

Investor indemnification or repurchase claims are typically settled on an individual loan basis through make-whole payments or loan repurchases; however, on occasion we may negotiate pooled settlements with investors. The following table details the unpaid principal balance of our unresolved indemnification and repurchase claims at March 31, 2011 and December 31, 2010.

Analysis of Unresolved Asserted Indemnification and Repurchase Claims

In millions	Mar. 31, 2011	Dec. 31, 2010
Residential mortgages:		
Agency securitizations	\$ 166	\$ 110
Private investors (a)	112	100
Home equity loans/lines:		
Private investors (b)	210	299
Total unresolved claims	\$ 488	\$ 509

(a) Activity relates to loans sold through Non-Agency securitization and whole-loan sale transactions.

(b) Activity relates to brokered home equity loans/lines sold through whole-loan sale transactions which occurred during 2005-2007.

To mitigate losses associated with indemnification and repurchase claims, we have established quality assurance programs designed to ensure loans sold meet specific underwriting and origination criteria provided for in the investor sale agreements. In addition, we investigate every investor claim on a loan by loan basis to determine the existence of a legitimate claim, and that all other conditions for indemnification or repurchase have been met prior to the settlement with an investor.

The table below details our indemnification and repurchase claim settlement activity during the first three months of 2011 and 2010. Any repurchased loan is appropriately considered in our nonperforming loan disclosures and statistics.

Analysis of Indemnification and Repurchase Claim Settlement Activity

Three months ended March 31 - In millions	2011			2010		
	Unpaid Principal Balance (a)	Losses Incurred (b)	Fair Value of Repurchased Loans (c)	Unpaid Principal Balance (a)	Losses Incurred (b)	Fair Value of Repurchased Loans (c)
Residential mortgages (d):						
Agency securitizations	\$ 59	\$ 29	\$ 24	\$ 91	\$ 42	\$ 32
Private investors (e)	21	5	6	44	26	16
Home equity loans/lines:						
Private investors - Repurchases (f)	22	22		1	1	
Total indemnification and repurchase settlements	\$ 102	\$ 56	\$ 30	\$ 136	\$ 69	\$ 48

(a) Represents unpaid principal balance of loans at the indemnification or repurchase date.

(b) Represents both i) amounts paid for indemnification payments and ii) the difference between loan repurchase price and fair value of the loan at the repurchase date. These losses are charged to the indemnification and repurchase liability.

(c) Represents fair value of loans repurchased only as we have no exposure to changes in the fair value of loans or underlying collateral when indemnification payments are made to investors.

(d) Repurchase activity associated with insured loans, government-guaranteed loans, and loans repurchased through the exercise of our removal of account provision (ROAP) option are excluded from this table. Refer to Note 3 in the Notes To Consolidated Financial Statements in this Report for further discussion of ROAPs.

(e) Activity relates to loans sold through Non-Agency securitizations and whole-loan sale transactions.

(f) Activity relates to brokered home equity loans/lines sold through whole-loan sale transactions which occurred during 2005-2007.

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During 2010 and the first three months of 2011, unresolved and settled investor indemnification and repurchase claims were primarily related to one of the following alleged breaches in representations and warranties: 1) misrepresentation of income, assets or employment; 2) property evaluation or status issues (e.g., appraisal, title, etc.); or 3) underwriting guideline violations. During 2010, the frequency and timing of unresolved and settled investor indemnification and repurchase claims increased as a result of higher loan delinquencies which have been impacted by the deterioration in the overall economy and the prolonged weak residential housing sector. The increased volume of claims was also reflective of an industry trend where investors implemented certain strategies to aggressively reduce their exposure to losses on purchased loans. These same factors also contributed to the first quarter 2011 increase in the balance of unresolved indemnification and repurchase claims for residential mortgages. The year-over-year first quarter 2011 decline in indemnification and repurchase settlements for residential mortgages resulted primarily from higher claim rescission rates. Higher claim rescission rates also drove the first quarter 2011 decline in the balance of home equity loans/lines unresolved indemnification and repurchase claims. The year-over-year first quarter increase in home equity indemnification and repurchase settlements was attributed solely to the timing of when repurchases were executed.

For the first and second-lien mortgage balances of unresolved and settled claims contained in the tables above, a significant amount of these claims were associated with sold loans originated through correspondent lender and broker origination channels. For the home equity loans/lines sold portfolio, all unresolved and settled claims relate to loans originated through the broker origination channel. In certain instances when indemnification or repurchase claims are settled for these types of sold loans, we have recourse back to the correspondent lenders, brokers and other third-parties (e.g., contract underwriting companies, closing agents, appraisers, etc.). Depending on the underlying reason for the investor claim, we determine our ability to pursue recourse with these parties and file claims with them accordingly. Our historical recourse recovery rate has been insignificant as our efforts have been impacted by the inability of such parties to reimburse us for their recourse obligations (e.g., their capital availability or whether they remain in business) or contractual limitations that limit our ability to pursue recourse with these parties (e.g., loss caps, statutes of limitations, etc.). All of these factors are considered in the determination of our estimated indemnification and repurchase liability detailed below.

Origination and sale of residential mortgages is an ongoing business activity and, accordingly, management continually assesses the need for indemnification and repurchase liabilities pursuant to the associated investor sale agreements. We establish indemnification and repurchase liabilities for estimated losses on sold first and second-lien mortgages and

home equity loans/lines for which indemnification is expected to be provided or for loans that are expected to be repurchased. For the first and second-lien mortgage sold portfolio, we have established an indemnification and repurchase liability pursuant to investor sale agreements based on claims made and our estimate of future claims on a loan by loan basis. These relate primarily to loans originated during 2006-2008. For the home equity loans/lines sold portfolio, we have established indemnification and repurchase liabilities based upon this same methodology for loans sold during 2005-2007.

Indemnification and repurchase liabilities are initially recognized when loans are sold to investors and are subsequently evaluated for adequacy by management. Initial recognition and subsequent adjustments to the indemnification and repurchase liability for the first and second-lien mortgage sold portfolio are recognized in Residential mortgage revenue on the Consolidated Income Statement. Since PNC is no longer engaged in the brokered home equity lending business, only subsequent adjustments are recognized to the home equity loans/lines indemnification and repurchase liability. These adjustments are recognized in Other noninterest income on the Consolidated Income Statement.

Management's subsequent evaluation of these indemnification and repurchase liabilities is based upon trends in indemnification and repurchase requests, actual loss experience, known and inherent risks in the underlying serviced loan portfolios, and current economic conditions. As part of its evaluation, management considers estimated loss projections over the life of the subject loan portfolio. At March 31, 2011 and December 31, 2010, the liability for estimated losses on indemnification and repurchase claims for residential mortgages totaled \$124 million and \$144 million, respectively. The indemnification and repurchase liability for home equity loans/lines was \$128 million and \$150 million at March 31, 2011 and December 31, 2010, respectively. These liabilities are included in Other liabilities on the Consolidated Balance Sheet.

The residential mortgages indemnification and repurchase liability declined during the first three months of 2011, reflecting lower actual repurchase and indemnification losses primarily driven by higher claim rescission rates. This decrease resulted despite higher levels of investor indemnification and repurchase claim activity as described above. The first quarter 2011 reduction in the home equity loans/lines indemnification and repurchase liability primarily resulted from loan repurchases.

We believe our indemnification and repurchase liabilities adequately reflect the estimated losses on anticipated investor indemnification and repurchase claims at March 31, 2011 and December 31, 2010. However, actual losses could be more or less than our established indemnification and repurchase liability. Factors that could affect our estimate include the

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timing and frequency of investor claims driven by investor strategies and behavior, our ability to successfully negotiate claims with investors, the housing markets which drive the estimates made for loan indemnification and repurchase losses, and other economic conditions. Accordingly, if we assumed an adverse change of 10% for the indemnification and repurchase claims, claim rescission rates, and indemnification and repurchase loss assumptions in our indemnification and repurchase liability model, this liability would increase to \$296 million at March 31, 2011.

RISK MANAGEMENT

We encounter risk as part of the normal course of our business and we design risk management processes to help manage these risks.

The Risk Management section included in Part II, Item 7 of our 2010 Form 10-K describes our risk management philosophy, principles, governance and various aspects of our corporate-level risk management program. Additionally, our 2010 Form 10-K provides an analysis of our primary areas of risk: credit, operational, liquidity, and market, as well as a discussion of our use of financial derivatives as part of our overall asset and liability risk management process, and addresses historical performance in appropriate places within the Risk Management section of that report.

The following information updates our 2010 Form 10-K risk management disclosures.

CREDIT RISK MANAGEMENT

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

ASSET QUALITY OVERVIEW

Asset quality trends for the first quarter of 2011 were mostly positive and included the following:

- First quarter 2011 net charge-offs declined significantly to \$533 million, down 23% from first quarter 2010 net charge-offs of \$691 million and 33% from fourth quarter 2010 net charge-offs of \$791 million. First quarter 2011 net charge-offs represented the lowest quarterly level of net charge-offs since first quarter 2009.
- Reflecting ongoing reductions in credit exposure and improvements in asset quality, the provision for credit losses declined for the third consecutive quarter. The ALLL has also been decreasing.

- Due to the improvement in the economy, nonperforming loans declined \$73 million to \$4.4 billion as of March 31, 2011.
- Overall loan delinquency levels have mostly stabilized or improved modestly due to the improving economy, especially in late stage delinquencies with accruing loans 90 days or more past due declining 10% from year-end 2010.
- Commercial credit quality trends improved noticeably with levels of criticized commercial loan outstandings declining by approximately \$1 billion or over 7% to \$12.7 billion at March 31, 2011. See Note 5 Asset Quality and Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit in the Notes To Consolidated Financial Statements in this Report for additional information.

These positive trends were partially offset by the following:

- Our ongoing loan modification efforts to assist homeowners and other borrowers continued to increase total trouble debt restructurings (TDRs). In particular, nonperforming TDRs increased to over 20% of total nonperforming loans. However, as the economy continues to improve, our loan modification efforts have begun to show signs of slowing.
- Levels of other real estate owned (OREO) and foreclosed assets continued to increase modestly and now represent over 16% of total nonperforming assets. The majority of these assets are comprised of single family residential properties.

NONPERFORMING ASSETS AND LOAN DELINQUENCIES

Nonperforming Assets, including OREO and Foreclosed Assets

Nonperforming assets decreased \$43 million from December 31, 2010, to March 31, 2011, remaining stable at approximately \$5.3 billion. Nonperforming loans decreased \$73 million to \$4.4 billion while OREO and foreclosed assets increased \$30 million to \$865 million. The ratio of nonperforming assets to total loans and OREO and foreclosed assets was 3.50% for both March 31, 2011, and December 31, 2010. The ratio of nonperforming loans to total loans declined slightly, to 2.94%. The modest decrease in nonperforming loans from December 31, 2010, occurred across almost all loan classes, except for an increase in nonperforming commercial real estate loans and a small increase in nonperforming home equity loans. The increase in home equity loans was driven by increased levels of modifications that were determined to be TDRs.

At March 31, 2011, TDRs included in nonperforming loans increased to \$882 million or 20% of total nonperforming loans compared to \$784 million or 18% of nonperforming loans as of December 31, 2010. Within consumer nonperforming

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loans, residential real estate TDRs comprise approximately 37% of total residential real estate nonperforming loans at March 31, 2011, up modestly from 30% at December 31, 2010. Similarly, home equity TDRs comprise approximately 77% of home equity nonperforming loans at March 31, 2011, up slightly from 75% at December 31, 2010. The level of modifications that were determined to be TDRs in these portfolios is expected to result in elevated nonperforming loan levels for longer periods because TDRs remain in nonperforming status until a borrower has made at least six consecutive months of payments under the modified terms or ultimate resolution occurs. At March 31, 2011, our largest nonperforming asset was \$33 million in the Accommodation and Food Services Industry and our average nonperforming loan associated with commercial lending was approximately \$1 million. Our top ten nonperforming assets are all commercial loans and represent approximately 7% and 4% of total commercial nonperforming loans and total nonperforming assets, respectively, as of March 31, 2011.

Nonperforming Assets By Type

In millions	Mar. 31 2011	Dec. 31 2010
Nonperforming loans		
Commercial		
Retail/wholesale	\$ 180	\$ 197
Manufacturing	213	250
Real estate related (a)	277	263
Financial services	27	16
Health care	46	50
Other industries	460	477
Total commercial	1,203	1,253
Commercial real estate		
Real estate projects	1,468	1,422
Commercial mortgage	416	413
Total commercial real estate	1,884	1,835
Equipment lease financing	41	77
TOTAL COMMERCIAL LENDING	3,128	3,165
Consumer (b)		
Home equity	464	448
Residential real estate		
Residential mortgage	726	764
Residential construction	46	54
Other consumer	29	35
TOTAL CONSUMER LENDING	1,265	1,301
Total nonperforming loans	4,393	4,466
OREO and foreclosed assets		
Other real estate owned (OREO)	802	767
Foreclosed and other assets	63	68
OREO and foreclosed assets	865	835
Total nonperforming assets	\$5,258	\$5,301
Amount of nonperforming loans current as to remaining principal and interest	\$ 906	\$1,002
Percentage of total nonperforming loans	21%	22%
Amount of TDRs included in nonperforming loans	\$ 882	\$ 784
Percentage of total nonperforming loans	20%	18%
Nonperforming loans to total loans	2.94%	2.97%
Nonperforming assets to total loans, OREO and foreclosed assets	3.50	3.50
Nonperforming assets to total assets	2.03	2.01
Allowance for loan and lease losses to total nonperforming loans	108	109

(a) Includes loans related to customers in the real estate and construction industries.

(b) Excludes most consumer loans and lines of credit, not secured by residential real estate, which are charged off after 120 to 180 days past due and are not placed on nonperforming status.

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OREO and Foreclosed Assets

In millions	Mar. 31 2011	Dec. 31 2010
Other real estate owned (OREO):		
Residential properties	\$ 515	\$ 482
Residential development properties	171	166
Commercial properties	116	119
Total OREO	802	767
Foreclosed and other assets	63	68
OREO and foreclosed assets	\$ 865	\$ 835

Total OREO and foreclosed assets increased \$30 million during the first quarter of 2011 from \$835 million at December 31, 2010, to \$865 million at March 31, 2011, which represents approximately 16% of total nonperforming assets. As of March 31, 2011, and December 31, 2010, approximately 60% and 58%, respectively, of our OREO and foreclosed assets are comprised of single family residential properties. The increase in the first quarter of 2011 was largely due to the resumption of foreclosures under enhanced procedures following the completion of a review of some of our foreclosure practices.

Change in Nonperforming Assets

In millions	2011	2010
January 1	\$5,301	\$6,316
Transferred in	1,143	1,774
Charge-offs and valuation adjustments	(390)	(620)
Principal activity including payoffs	(380)	(278)
Asset sales and transfers to held for sale	(178)	(265)
Returned to performing-TDRs	(104)	(217)
Returned to performing-Other	(134)	(170)
March 31	\$5,258	\$6,540

Loans held for sale and purchased impaired loans are excluded from nonperforming loans. Additionally, most consumer loans and lines of credit, not secured by residential real estate, are charged off after 120 to 180 days past due and as such are excluded from nonperforming status.

Purchased impaired loans are considered performing, even if contractually past due (or if we do not expect to receive payment in full based on the original contractual terms), as we are currently accreting interest income over the expected life of the loans. The accretable yield represents the excess of the expected cash flows on the loans at the measurement date over the recorded investment. Any decrease, other than for prepayments or interest rate decreases for variable rate notes, in the net present value of expected cash flows of individual commercial or pooled consumer purchased impaired loans would result in an impairment charge to the provision for loan losses in the period in which the change is deemed probable. Any increase in the net present value of expected cash flows of purchased impaired loans would first result in a recovery of previously recorded allowance for loan losses, to the extent applicable, and then an increase to accretable yield for the remaining life of the purchased impaired loans. Total

nonperforming loans and assets in the tables above are significantly lower than they would have been due to this accounting treatment for purchased impaired loans. This treatment also results in a lower ratio of nonperforming loans to total loans and a higher ratio of ALLL to nonperforming loans. We recorded purchased impaired loans at estimated fair value, including life of loan credit losses, of \$12.7 billion at December 31, 2008. See Note 6 Purchased Impaired Loans in the Notes To Consolidated Financial Statements in this Report for additional information on these loans.

Loan Delinquencies

We regularly monitor the level of loan delinquencies and believe these levels to be a key indicator of loan portfolio asset quality. Measurement of delinquency and past due status are based on the contractual terms of each loan. Loans that are 30 days or more past due in terms of payment are considered delinquent. Loan delinquencies exclude loans held for sale, purchased impaired loans and loans that are government insured or guaranteed.

Total early stage loan delinquencies (accruing loans past due 30 to 89 days) increased by \$50 million from December 31, 2010, to March 31, 2011, remaining relatively stable at approximately \$1.4 billion. Commercial early stage delinquencies rose by \$149 million from the prior quarter, mostly due to increases in commercial real estate, while consumer delinquencies fell by \$99 million. The increase in commercial real estate early stage delinquencies was largely due to maturing loans in the first quarter of 2011 that were not repaid.

The improvement in consumer delinquencies was experienced across all loan classes.

Accruing loans past due 90 days or more are referred to as late stage delinquencies and are not included in nonperforming loans because they are well secured by collateral and in the process of collection. These loans declined approximately 10% from \$542 million at December 31, 2010, to \$486 million at March 31, 2011, reflecting improvement in commercial delinquency levels. The following tables display the delinquency status of our loans at March 31, 2011 and December 31, 2010. Additional information regarding accruing loans past due is included in Note 5 Asset Quality and Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit in the Notes To Consolidated Financial Statements in this Report.

Accruing Loans Past Due 30 To 59 Days

Dollars in millions	Amount		Percent of Total Outstandings	
	Mar. 31 2011	Dec. 31 2010	Mar. 31 2011	Dec. 31 2010
Commercial	\$ 208	\$ 251	.37%	.45%
Commercial real estate	315	128	1.84	.71
Equipment lease financing	72	37	1.16	.58
Residential real estate	205	226	1.34	1.41
Home equity	146	159	.43	.47
Credit card	41	46	1.11	1.17
Other consumer	60	95	.36	.56
Total	\$1,047	\$ 942	.70	.62

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Accruing Loans Past Due 60 To 89 Days

Dollars in millions	Amount		Percent of Total Outstandings	
	Mar. 31 2011	Dec. 31 2010	Mar. 31 2011	Dec. 31 2010
Commercial	\$ 56	\$ 92	.10%	.17%
Commercial real estate	65	62	.38	.35
Equipment lease financing	5	2	.08	.03
Residential real estate	91	107	.59	.67
Home equity	96	91	.29	.26
Credit card	25	32	.67	.82
Other consumer	25	32	.15	.19
Total	\$ 363	\$ 418	.24	.28

Accruing Loans Past Due 90 Days Or More

Dollars in millions	Amount		Percent of Total Outstandings	
	Mar. 31 2011	Dec. 31 2010	Mar. 31 2011	Dec. 31 2010
Commercial	\$ 49	\$ 59	.09%	.11%
Commercial real estate	6	43	.04	.24
Equipment lease financing		1		.02
Residential real estate	174	160	1.13	1.00
Home equity	165	174	.49	.51
Credit card	65	77	1.75	1.96
Other consumer	27	28	.16	.16
Total	\$ 486	\$ 542	.33	.36

Our Special Asset Committee closely monitors loans that are not included in the nonperforming or accruing past due categories and for which we are uncertain about the borrower's ability to comply with existing repayment terms over the next six months. These loans totaled \$523 million at March 31, 2011 and \$574 million at December 31, 2010.

LOAN MODIFICATIONS AND TROUBLED DEBT RESTRUCTURINGS

Consumer Loan Modifications

We modify loans under government and PNC-developed programs based upon our commitment to help eligible homeowners and borrowers avoid foreclosure, where appropriate. Initially, a borrower is evaluated for a modification under a government program. If a borrower does not qualify under a government program, the borrower is then evaluated under a PNC program. Our programs utilize both temporary and permanent modifications and typically reduce the interest rate, extend the term and/or defer or forgive principal. Temporary and permanent modifications under programs involving a contractual change to loan terms are substantially all classified as TDRs, regardless of the period of time for which the modified terms apply, as discussed in more detail below.

A temporary modification, with a term between three and 60 months, involves a change in original loan terms for a period

of time and reverts to the original loan terms as of a specific date or the occurrence of an event, such as a failure to pay in accordance with the terms of the modification. Typically, these modifications are for a period of up to 24 months after which the interest rate reverts to the original loan rate. A permanent modification, with a term greater than 60 months, is a modification in which the terms of the original loan are changed, but could revert back to the original loan terms. Permanent modifications primarily include the government-created Home Affordable Modification Program (HAMP) or PNC-developed HAMP-like modification programs.

For consumer loan programs (e.g., residential mortgages, home equity loans and lines), we will enter into a temporary modification when the borrower has indicated a temporary hardship and a willingness to bring current the delinquent loan balance. Examples of this situation often include delinquency due to illness or death in the family, or a loss of employment. Permanent modifications are entered into when it is confirmed that the borrower does not possess the income necessary to continue making loan payments at the current amount, but our expectation is that payments at lower amounts can be made.

Residential mortgage and home equity loans and lines have been modified with changes in contractual terms for up to 60 months, although the majority involve periods of three to 24 months. The change in terms may include a reduced interest rate and/or an extension of the amortization period.

We also monitor the success rates and delinquency status of our loan modification programs to assess their effectiveness in serving our customers' needs while mitigating credit losses. The following tables provide the number of accounts and unpaid principal balance of modified consumer real estate related loans as well as the number of accounts and unpaid principal balance of modified loans that were 60 days or more past due as of six months, nine months and twelve months after the modification date.

Bank-Owned Consumer Real Estate Related Loan Modifications

Dollars in millions	March 31, 2011		December 31, 2010	
	Number of Accounts	Unpaid Principal Balance	Number of Accounts	Unpaid Principal Balance
Conforming Mortgages				
Permanent Modifications	5,892	\$1,099	5,517	\$1,137
Non-Prime Mortgages				
Permanent Modifications	3,740	482	3,405	441
Residential Construction				
Permanent Modifications	984	467	470	235
Home Equity				
Temporary Modifications	13,479	1,216	12,643	1,151
Permanent Modifications	189	19	163	17
Total Home Equity	13,668	1,235	12,806	1,168
Total Bank-Owned Consumer Real Estate Related Loan Modifications	24,284	\$3,283	22,198	\$2,981

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Bank-Owned Consumer Real Estate Related Loan Modifications Re-Default by Vintage

March 31, 2011
Dollars in millions

	Six Months		Nine Months		12 Months		
	Number of Accounts Re- defaulted	% of Vintage Re- defaulted	Number of Accounts Re- defaulted	% of Vintage Re- defaulted	Number of Accounts Re- defaulted	% of Vintage Re- defaulted	Unpaid Principal Balance
Permanent Modifications							
Conforming Mortgages							
Third Quarter 2010	529	26.3%					\$ 88.7
Second Quarter 2010	354	23.7	446	29.9%			74.1
First Quarter 2010	306	22.9	462	34.6	519	38.8%	77.4
Fourth Quarter 2009	224	25.4	306	34.7	392	44.4	57.0
Non-Prime Mortgages							
Third Quarter 2010	98	18.8					15.8
Second Quarter 2010	106	24.0	117	26.5			17.5
First Quarter 2010	72	21.4	87	25.8	99	29.4	12.3
Fourth Quarter 2009	126	19.0	212	31.9	244	36.7	20.4
Residential Construction (a)							
Third Quarter 2010	20	7.1					5.9
Second Quarter 2010	32	11.9	33	12.3			10.5
First Quarter 2010	5	12.8	6	15.4	5	12.8	3.2
Home Equity (b)							
Third Quarter 2010	1	7.7					
Second Quarter 2010	2	12.5	4	25.0			
First Quarter 2010	1	2.3	5	11.6	8	18.6	
Fourth Quarter 2009			1	8.3	3	25.0	
Temporary Modifications							
Home Equity							
Third Quarter 2010	117	5.4%					\$ 10.1
Second Quarter 2010	168	7.7	197	9.0%			14.2
First Quarter 2010	243	8.5	401	14.1	413	14.5%	30.2
Fourth Quarter 2009	199	8.9	333	14.8	430	19.2	29.0

(a) Amounts for fourth quarter 2009 are zero.

(b) The unpaid principal balance for permanent home equity modifications totals less than \$1 million for each vintage.

In addition to temporary loan modifications, we may make available to a borrower a payment plan or a HAMP trial payment period. Under a payment plan or a HAMP trial payment period, there is no change to the loan's contractual terms so the borrower remains legally responsible for payment of the loan under its original terms. A payment plan involves the borrower making payments that differ from the contractual payment amount for a short period of time, generally three months, during which time a borrower is brought current. Our motivation is to allow for repayment of an outstanding past due amount through payment of additional amounts over the short period of time. Due to the short term nature of the payment plan and the expectation that all contractual principal and interest will be collected, there is a minimal impact to the ALLL.

Under a HAMP trial payment period, we allow a borrower to demonstrate successful payment performance before contractually establishing an alternative payment amount. Subsequent to successful borrower performance under the trial payment period, we will change a loan's contractual terms and the loan would be classified as a TDR and a nonperforming

loan. However, the borrower is often already delinquent at the time of participation in the HAMP trial payment period. As such, upon successful completion, there is not a significant increase in the ALLL. If the trial payment period is unsuccessful, the loan will be charged-off at the end of the trial payment period to its estimated fair value of the underlying collateral less costs to sell.

Residential conforming and certain residential construction loans have been permanently modified under HAMP or, if they do not qualify for a HAMP modification, under PNC- developed programs, which in some cases may operate similar to HAMP. These programs first require a reduction of the interest rate followed by an extension of term and, if appropriate, deferral or forgiveness of principal payments. As of March 31, 2011 and December 31, 2010, 1,188 accounts with a balance of \$295 million and 1,027 accounts with a balance of \$262 million, respectively, of residential real estate loans have been modified under HAMP and were still outstanding on our balance sheet. In October 2010, we signed a Service Provider Agreement for the government-sponsored Second Lien Modification Program and have begun modifying

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loans under this program. As of March 31, 2011, we have modified 11 accounts with a total balance of less than \$1 million.

We do not re-modify a defaulted modified loan except for subsequent significant life events, as defined by the OCC. A re-modified loan continues to be classified as a TDR for the remainder of its term regardless of subsequent payment performance.

Commercial Loan Modifications

Modifications of terms for commercial loans are based on individual facts and circumstances. Commercial loan modifications may involve reduction of the interest rate, extension of the term of the loan and/or forgiveness of principal. Modified large commercial loans are usually already nonperforming prior to modification.

Beginning in 2010, we established certain commercial loan modification programs for small business loans, Small Business Administration loans, and investment real estate loans. As of March 31, 2011 and December 31, 2010, approximately \$100 million and \$88 million, respectively, in loan balances had been modified under these small business modification programs. None of these small business loan modifications have been determined to be TDRs.

Troubled Debt Restructurings

Loan modifications are evaluated and subject to classification as a TDR if the borrower is experiencing financial difficulty and we grant a concession to the borrower. TDRs typically result from our loss mitigation activities and could include rate reductions and/or principal forgiveness intended to minimize the economic loss and to avoid foreclosure or repossession of collateral. Purchased impaired loans are excluded from consideration as TDRs.

Troubled Debt Restructurings By Type

In millions	Mar. 31 2011	Dec. 31 2010
Consumer lending:		
Real estate-related	\$1,257	\$1,087
Credit card (a)	314	331
Other consumer	4	4
Total consumer lending	1,575	1,422
Total commercial lending	260	236
Total TDRs	\$1,835	\$1,658
Nonperforming status	\$ 882	\$ 784
Accrual status	639	543
Credit card (a)	314	331
Total TDRs	\$1,835	\$1,658

(a) Credit cards and certain consumer small business and other credit agreements whose terms have been modified primarily through interest rate reductions are also classified as TDRs. However, these loans are excluded from nonperforming loans since our policy is to exempt these loans from being placed on nonaccrual status as permitted by regulatory guidance. As such, generally under modified terms, these loans are directly charged off in the period that they become 120 to 180 days past due.

Total TDRs increased \$177 million or 11% during the first quarter 2011 to \$1.8 billion as of March 31, 2011. Of this total, nonperforming TDRs totaled \$882 million, which represents approximately 20% of total nonperforming loans. However, as the economy continues to improve, our consumer real estate related loan modification efforts have begun to show signs of slowing.

TDRs that have returned to performing (accrual) status are excluded from nonperforming loans. These loans have demonstrated a period of at least six months of consecutive performance under the modified terms. These TDRs increased \$96 million or 18% during the first quarter 2011 to \$639 million as of March 31, 2011. This increase reflects the further seasoning and performance of the loan modification portfolio. Cumulatively, of the TDRs that have returned to performing status, approximately \$46 million have subsequently re-defaulted and are no longer current under their modified terms.

ALLOWANCES FOR LOAN AND LEASE LOSSES AND UNFUNDED LOAN COMMITMENTS AND LETTERS OF CREDIT

We recorded \$533 million in net charge-offs for the first quarter of 2011, compared to \$691 million in the first quarter of 2010. This significantly lower level of total net charge-offs represents our lowest level of quarterly net charge-offs in two years. Commercial net charge-offs fell from \$437 million in the first quarter of 2010 to \$248 million in the first quarter of 2011. Consumer net charge-offs increased slightly from \$254 million in the first quarter of 2010 to \$285 million in the first quarter of 2011. This consumer increase was primarily due to higher net charge-offs in our home equity portfolio.

Loan Charge-Offs And Recoveries

Three months ended March 31 Dollars in millions	Charge-offs	Recoveries	Net Charge-offs	Percent of Average Loans
2011				
Commercial	\$ 179	\$ 80	\$ 99	.71%
Commercial real estate	158	14	144	3.33
Equipment lease financing	14	9	5	.32
Residential real estate	58	1	57	1.49
Home equity	140	10	130	1.57
Credit card	74	6	68	7.21
Other consumer	51	21	30	.73
Total	\$ 674	\$ 141	\$ 533	1.44
2010				
Commercial	\$ 273	\$ 65	\$ 208	1.52%
Commercial real estate	238	33	205	3.71
Equipment lease financing	36	12	24	1.59
Residential real estate	38		38	.79
Home equity	73	10	63	.71
Credit card	100	5	95	9.51
Other consumer	69	11	58	1.51
Total	\$ 827	\$ 136	\$ 691	1.77

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Total net charge-offs are significantly lower than they would have been otherwise due to the accounting treatment for purchased impaired loans. This treatment also results in a lower ratio of net charge-offs to average loans. Customer balances related to these purchased impaired loans were reduced by the fair value adjustments of \$9.2 billion as of December 31, 2008. See Note 6 Purchased Impaired Loans in the Notes To Consolidated Financial Statements in this Report for additional information on net charge-offs related to these loans.

We maintain an ALLL to absorb losses from the loan portfolio and determine this allowance based on quarterly assessments of the estimated probable credit losses incurred in the loan portfolio. While we make allocations to specific loans and pools of loans, the total reserve is available for all loan and lease losses. Although quantitative modeling factors as discussed below are constantly changing as the financial strength of the borrower and overall economic conditions change, there were no significant changes during the first quarter of 2011 to the methodology we follow to determine our ALLL.

We establish specific allowances for loans considered impaired using methods prescribed by GAAP. All impaired loans are subject to individual analysis, except leases and large groups of smaller-balance homogeneous loans which may include, but are not limited to, credit card, residential mortgage, and consumer installment loans. Specific allowances for individual loans are determined by our Special Asset Committee based on an analysis of the present value of expected future cash flows from the loans discounted at their effective interest rate, observable market price, or the fair value of the underlying collateral.

Allocations to commercial loan classes (pool reserve methodology) are assigned to pools of loans as defined by our business structure and are based on internal probability of default and loss given default credit risk ratings. Key elements of the pool reserve methodology include:

- Probability of Default (PD), which is primarily based on historical default analyses and is derived from the borrower's internal PD credit risk rating;
- Exposure at Default (EAD), which is derived from historical default data; and
- Loss Given Default (LGD), which is based on historical loss data, collateral value and other structural factors that may affect our ultimate ability to collect on the loan and is derived from the loan's internal LGD credit risk rating.

As more fully described in Part II, Item 7 of our 2010 Form 10-K, our pool reserve methodology is sensitive to changes in key risk parameters such as PDs, LGDs and EADs. In general, a given change in any of the major risk parameters will have a corresponding change in the pool reserve allocations for

non-impaired commercial loans. Our commercial loans are the largest category of credits and are most sensitive to changes in the key risk parameters and pool reserve loss rates. Additionally, other factors such as the rate of migration in the severity of problem loans will contribute to the final pool reserve allocations.

The majority of the commercial portfolio is secured by collateral, including loans to asset-based lending customers that continue to show demonstrably lower loss given default. Further, the large investment grade or equivalent portion of the loan portfolio has performed well and has not been subject to significant deterioration. Additionally, guarantees on loans greater than \$1 million and owner guarantees for small business loans do not significantly impact our ALLL.

Allocations to consumer loan classes are based upon a roll-rate model based on statistical relationships, calculated from historical data that estimate the movement of loan outstandings through the various stages of delinquency and ultimately charge-off. In general, the estimated rates at which loan outstandings roll from one stage of delinquency to another are dependent on various factors such as FICO credit scores, loan-to-value ratios, the current economic environment, and geography.

The ALLL is significantly lower than it would have been otherwise due to the accounting treatment for purchased impaired loans. This treatment also results in a lower ratio of ALLL to total loans. Loan loss reserves on the purchased impaired loans were not carried over on the date of acquisition. In addition, these loans were recorded net of \$9.2 billion of fair value adjustments as of December 31, 2008. As of March 31, 2011, we have established reserves of \$876 million for purchased impaired loans.

A portion of the ALLL related to qualitative and measurement factors has been assigned to loan categories based on the relative specific and pool allocation amounts to provide coverage for specific and pool reserve methodologies. These factors include, but are not limited to, the following:

- industry concentrations and conditions;
- credit quality trends;
- recent loss experience in particular sectors of the portfolio;
- changes in risk selection and underwriting standards; and
- timing of available information.

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

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We refer you to Note 5 Asset Quality and Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for further information on key asset quality indicators that we use to evaluate our portfolio and establish the allowances.

Allowance for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit

Dollars in millions	2011	2010
January 1	\$4,887	\$5,072
Total net charge-offs	(533)	(691)
Provision for credit losses	421	751
Adoption of ASU 2009-17, Consolidations		141
Acquired allowance adjustments		2
Net change in allowance for unfunded loan commitments and letters of credit	(16)	44
March 31	\$4,759	\$5,319
Net charge-offs to average loans (for the three months ended) (annualized)	1.44%	1.77%
Allowance for loan and lease losses to total loans	3.19	3.38
Commercial lending net charge-offs	\$ (248)	\$ (437)
Consumer lending net charge-offs	(285)	(254)
Total net charge-offs	\$ (533)	\$ (691)
Net charge-offs to average loans		
Commercial lending	1.25%	2.11%
Consumer lending	1.65	1.38

The provision for credit losses totaled \$421 million for the first quarter of 2011 compared to \$751 million for the first quarter of 2010. This decrease in provision reflected reductions in overall credit exposure, changes in loan portfolio composition as well as the improvement in asset quality over the past year. For the first quarter of 2011, the provision for commercial credit losses declined by \$266 million or 68% from the first quarter of 2010. Similarly, the provision for consumer credit losses decreased \$64 million or 18% from the first quarter of 2010. Correspondingly, the level of ALLL has also been decreasing.

The portion of the ALLL allocated to commercial nonperforming loans was 26% at March 31, 2011 and 28% at December 31, 2010. Approximately 77% of total nonperforming loans are secured by collateral which would be expected to reduce credit losses and require less reserves in the event of default.

The allowance allocated to purchased impaired loans and consumer loans and lines of credit not secured by residential real estate, which are both excluded from nonperforming loans, was \$1.3 billion and \$1.4 billion at March 31, 2011, and December 31, 2010, respectively. Excluding these balances, the allowance as a percent of nonperforming loans was 79% and 77% as of March 31, 2011 and December 31, 2010, respectively.

See Note 5 Asset Quality and Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit and Note 6 Purchased Impaired Loans in the Notes To Consolidated Financial Statements of this Report regarding changes in the ALLL and in the allowance for unfunded loan commitments and letters of credit.

CREDIT DEFAULT SWAPS

From a credit risk management perspective, we buy and sell credit loss protection via the use of credit derivatives. When we buy loss protection by purchasing a credit default swap (CDS), we pay a fee to the seller, or CDS counterparty, in return for the right to receive a payment if a specified credit event occurs for a particular obligor or reference entity. We purchase CDSs to mitigate the risk of economic loss on a portion of our loan exposures.

We also sell loss protection to mitigate the net premium cost and the impact of fair value accounting on the CDS in cases where we buy protection to hedge the loan portfolio. These activities represent additional risk positions rather than hedges of risk.

We approve counterparty credit lines for all of our CDS activities. Counterparty credit lines are approved based on a review of credit quality in accordance with our traditional credit quality standards and credit policies. The credit risk of our counterparties is monitored in the normal course of business. In addition, all counterparty credit lines are subject to collateral thresholds and exposures above these thresholds are secured.

CDSs are included in the "Derivatives not designated as hedging instruments under GAAP" table in the Financial Derivatives section of this Risk Management discussion.

LIQUIDITY RISK MANAGEMENT

Liquidity risk has two fundamental components. The first is the potential loss if we were unable to meet our funding requirements at a reasonable cost. The second is the potential inability to operate our businesses because adequate contingent liquidity is not available in a stressed environment. We manage liquidity risk at the bank and parent company levels to help ensure that we can obtain cost-effective funding to meet current and future obligations under both normal "business as usual" and stressful circumstances and to help ensure that we maintain an appropriate level of contingent liquidity.

Spot and forward funding gap analyses are the primary metrics used to measure and monitor bank liquidity risk. Funding gaps represent the difference in projected sources of liquidity available to offset projected uses. We calculate funding gaps for the overnight, thirty-day, ninety-day, one hundred eighty-day and one-year time intervals. Risk limits are established within our Liquidity Risk Policy. Management's Asset and Liability Committee regularly reviews compliance with the established limits.

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Parent company liquidity guidelines are designed to help ensure that sufficient liquidity is available to meet our parent company obligations over the succeeding 24-month period. Risk limits for parent company liquidity are established within our Enterprise Capital Management Policy. The Board of Directors' Risk Committee regularly reviews compliance with the established limits.

Bank Level Liquidity – Uses

Obligations requiring the use of liquidity can generally be characterized as either contractual or discretionary. At the bank level, primary contractual obligations include funding loan commitments, satisfying deposit withdrawal requests and maturities and debt service related to bank borrowings. We also maintain adequate bank liquidity to meet future potential loan demand and provide for other business needs, as necessary.

As of March 31, 2011, there were approximately \$3.9 billion of bank borrowings with maturities of less than one year.

Bank Level Liquidity – Sources

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

At March 31, 2011, our liquid assets consisted of short-term investments (Federal funds sold, resale agreements, trading securities, and interest-earning deposits with banks) totaling \$5.9 billion and securities available for sale totaling \$54.5 billion. Of our total liquid assets of \$60.4 billion, we had \$24.6 billion pledged as collateral for borrowings, trust, and other commitments. The level of liquid assets fluctuates over time based on many factors, including market conditions, loan and deposit growth and active balance sheet management.

In addition to the customer deposit base, which has historically provided the single largest source of relatively stable and low-cost funding and liquid assets, the bank also obtains liquidity through the issuance of traditional forms of funding including long-term debt (senior notes and subordinated debt and FHLB advances) and short-term borrowings (Federal funds purchased, securities sold under repurchase agreements, commercial paper issuances, and other short-term borrowings).

PNC Bank, N.A. has the ability to offer up to \$20 billion in senior and subordinated unsecured debt obligations with maturities of more than nine months. Through March 31, 2011, PNC Bank, N.A. had issued \$6.9 billion of debt under this program. Total senior and subordinated debt declined to \$4.9 billion at March 31, 2011 from \$5.5 billion at December 31, 2010 due to maturities.

PNC Bank, N.A. is a member of the FHLB-Pittsburgh and as such has access to advances from FHLB-Pittsburgh secured generally by residential mortgage and other mortgage-related loans. At March 31, 2011, our unused secured borrowing capacity was \$15.2 billion with FHLB-Pittsburgh. Total FHLB borrowings declined to \$5.0 billion at March 31, 2011 from \$6.0 billion at December 31, 2010 due to maturities.

PNC Bank, N.A. has the ability to offer up to \$3.0 billion of its commercial paper. As of March 31, 2011, there were no issuances outstanding under this program. Commercial paper included in Other borrowed funds on our Consolidated Balance Sheet is issued by Market Street as described in Off-Balance Sheet Arrangements and Variable Interest Entities in this Financial Review.

PNC Bank, N.A. can also borrow from the Federal Reserve Bank of Cleveland's (Federal Reserve Bank) discount window to meet short-term liquidity requirements. The Federal Reserve Bank, however, is not viewed as the primary means of funding our routine business activities, but rather as a potential source of liquidity in a stressed environment or during a market disruption. These potential borrowings are secured by securities and commercial loans. At March 31, 2011, our unused secured borrowing capacity was \$25.0 billion with the Federal Reserve Bank.

Parent Company Liquidity – Uses

Obligations requiring the use of liquidity can generally be characterized as either contractual or discretionary. The parent company's contractual obligations consist primarily of debt service related to parent company borrowings and funding non-bank affiliates. Additionally, the parent company maintains adequate liquidity to fund discretionary activities such as paying dividends to PNC shareholders, share repurchases, and acquisitions.

See 2011 Capital Actions in the Executive Summary section of this Financial Review for additional information regarding our April 2011 increase to PNC's quarterly common stock dividend and our plans to purchase shares under PNC's existing common stock repurchase plan during the remainder of 2011.

As of March 31, 2011, there were approximately \$1.7 billion of parent company borrowings with maturities of less than one year.

Parent Company Liquidity – Sources

The principal source of parent company liquidity is the dividends it receives from its subsidiary bank, which may be impacted by the following:

- Bank-level capital needs,
- Laws and regulations,
- Corporate policies,
- Contractual restrictions, and
- Other factors.

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The amount available for dividend payments by PNC Bank, N.A. to the parent company without prior regulatory approval was approximately \$1.9 billion at March 31, 2011. There are statutory and regulatory limitations on the ability of national banks to pay dividends or make other capital distributions or to extend credit to the parent company or its non-bank subsidiaries. See Note 21 Regulatory Matters in the Notes To Consolidated Financial Statements in Part II, Item 8 of our 2010 Form 10-K for a further discussion of these limitations. Dividends may also be impacted by the bank's capital needs and by contractual restrictions. We provide additional information on certain contractual restrictions under the "PNC Capital Trust E Trust Preferred Securities" and "Acquired Entity Trust Preferred Securities" sections of the Off-Balance Sheet Arrangements And Variable Interest Entities section of this Financial Review and in Note 13 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in the Notes To Consolidated Financial Statements in Part II, Item 8 of our 2010 Form 10-K.

In addition to dividends from PNC Bank, N.A., other sources of parent company liquidity include cash and short-term investments, as well as dividends and loan repayments from other subsidiaries and dividends or distributions from equity investments. As of March 31, 2011, the parent company had approximately \$5.4 billion in funds available from its cash and short-term investments.

We can also generate liquidity for the parent company and PNC's non-bank subsidiaries through the issuance of debt securities and equity securities, including certain capital securities, in public or private markets and commercial paper.

We have effective shelf registration statements pursuant to which we can issue additional debt and equity securities, including certain hybrid capital instruments. Total senior and subordinated debt and hybrid capital instruments was \$15.8 billion at March 31, 2011 compared with \$17.3 billion at December 31, 2010.

The parent company, through its subsidiary PNC Funding Corp, has the ability to offer up to \$3.0 billion of commercial paper to provide additional liquidity. As of March 31, 2011, there were no issuances outstanding under this program.

Note 18 Equity in Part II, Item 8 of our 2010 Form 10-K describes the December 31, 2008 issuance of 75,792 shares of our Fixed Rate Cumulative Perpetual Preferred Shares, Series N (Series N Preferred Stock), related issuance discount and the issuance of a related common stock warrant to the US Treasury under the TARP Capital Purchase Program. In

addition, Note 18 in our 2010 Form 10-K describes our February 2010 redemption of the Series N Preferred Stock, the acceleration of the accretion of the remaining issuance discount on the Series N Preferred Stock in the first quarter of 2010 (and a corresponding reduction in retained earnings of \$250 million in the first quarter of 2010), and the exchange by the US Treasury of the TARP warrant into warrants sold by the US Treasury in a secondary public offering. These common stock warrants will expire December 31, 2018.

Status of Credit Ratings

The cost and availability of short- and long-term funding, as well as collateral requirements for certain derivative instruments, is influenced by debt ratings.

In general, rating agencies base their ratings on many quantitative and qualitative factors, including capital adequacy, liquidity, asset quality, business mix, level and quality of earnings, and the current legislative and regulatory environment, including implied government support. In addition, rating agencies themselves have been subject to scrutiny arising from the financial crisis and could make or be required to make substantial changes to their ratings policies and practices, particularly in response to legislative and regulatory changes, including as a result of provisions in Dodd-Frank. Potential changes in the legislative and regulatory environment and the timing of those changes could impact our ratings, which as noted above, could impact our liquidity and financial condition. A decrease, or potential decrease, in credit ratings could impact access to the capital markets and/or increase the cost of debt, and thereby adversely affect liquidity and financial condition.

Credit ratings as of March 31, 2011 for PNC and PNC Bank, N.A. follow:

	Moody's	Standard & Poor's	Fitch
The PNC Financial Services Group, Inc.			
Senior debt	A3	A	A+
Subordinated debt	Baa1	A-	A
Preferred stock	Baa3	BBB	A
PNC Bank, N.A.			
Subordinated debt	A3	A	A
Long-term deposits	A2	A+	AA-
Short-term deposits	P-1	A-1	F1+

Commitments

The following tables set forth contractual obligations and various other commitments as of March 31, 2011 representing required and potential cash outflows.

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Contractual Obligations

March 31, 2011 – in millions	Total	Payment Due By Period			
		Less than one year	One to three years	Four to five years	After five years
Remaining contractual maturities of time deposits (a)	\$39,380	\$30,182	\$ 7,025	\$1,435	\$ 738
Borrowed funds (a)	34,996	11,420	8,319	4,820	10,437
Minimum annual rentals on noncancellable leases	2,386	329	567	405	1,085
Nonqualified pension and postretirement benefits	572	69	123	117	263
Purchase obligations (b)	651	272	261	111	7
Total contractual cash obligations	\$77,985	\$42,272	\$16,295	\$6,888	\$12,530

(a) Includes purchase accounting adjustments.

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

At March 31, 2011, the liability for uncertain tax positions, excluding associated interest and penalties, was \$294 million. This liability represents an estimate of tax positions that we have taken in our tax returns which ultimately may not be sustained upon examination by taxing authorities. Since the ultimate amount and timing of any future cash settlements cannot be predicted with reasonable certainty, this estimated liability has been excluded from the contractual obligations table. See Note 15 Income Taxes in the Notes To Consolidated Financial Statements of this Report for additional information.

Our contractual obligations totaled \$84.6 billion at December 31, 2010. The decline in the comparison is primarily attributable to the maturities of borrowed funds.

Other Commitments (a)

March 31, 2011 – in millions	Total Amounts Committed	Amount Of Commitment Expiration By Period			
		Less than one year	One to three years	Four to five years	After five years
Net unfunded credit commitments	\$ 96,781	\$51,816	\$35,543	\$ 9,149	\$ 273
Standby letters of credit (b)	10,173	4,505	4,929	641	98
Reinsurance agreements (c)	4,894	1,262	130	65	3,437
Other commitments (d)	708	359	238	98	13
Total commitments	\$ 112,556	\$57,942	\$40,840	\$ 9,953	\$3,821

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

(b) Includes \$7.1 billion of standby letters of credit that support remarketing programs for customers' variable rate demand notes.

(c) Reinsurance agreements are with third-party insurers related to insurance sold to our customers.

(d) Includes unfunded commitments related to private equity investments of \$300 million and other investments of \$9 million which are not on our Consolidated Balance Sheet. Also includes commitments related to tax credit investments of \$364 million and other direct equity investments of \$35 million which are included in Other liabilities on our Consolidated Balance Sheet.

MARKET RISK MANAGEMENT OVERVIEW

Market risk is the risk of a loss in earnings or economic value due to adverse movements in market factors such as interest rates, credit spreads, foreign exchange rates, and equity prices. We are exposed to market risk primarily by our involvement in the following activities, among others:

- Traditional banking activities of taking deposits and extending loans,
- Equity and other investments and activities whose economic values are directly impacted by market factors, and
- Trading in fixed income products, equities, derivatives, and foreign exchange, as a result of customer activities and underwriting.

We have established enterprise-wide policies and methodologies to identify, measure, monitor, and report market risk. Market Risk Management provides independent oversight by monitoring compliance with these limits and guidelines, and reporting significant risks in the business to the Risk Committee of the Board.

MARKET RISK MANAGEMENT – INTEREST RATE RISK

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

Asset and Liability Management centrally manages interest rate risk within limits and guidelines set forth in our risk management policies approved by management's Asset and Liability Committee and the Risk Committee of the Board.

Sensitivity results and market interest rate benchmarks for the first quarters of 2011 and 2010 follow:

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Interest Sensitivity Analysis

	First Quarter 2011	First Quarter 2010
Net Interest Income Sensitivity Simulation		
Effect on net interest income in first year from gradual interest rate change over following 12 months of:		
100 basis point increase	1.1%	1.3%
100 basis point decrease (a)	(.9)%	(2.1)%
Effect on net interest income in second year from gradual interest rate change over the preceding 12 months of:		
100 basis point increase	3.4%	1.3%
100 basis point decrease (a)	(3.4)%	(6.3)%
Duration of Equity Model (a)		
Base case duration of equity (in years):	—	(1.7)
Key Period-End Interest Rates		
One-month LIBOR	.24%	.25%
Three-year swap	1.47%	1.81%

(a) Given the inherent limitations in certain of these measurement tools and techniques, results become less meaningful as interest rates approach zero.

In addition to measuring the effect on net interest income assuming parallel changes in current interest rates, we routinely simulate the effects of a number of nonparallel interest rate environments. The following Net Interest Income Sensitivity to Alternative Rate Scenarios table reflects the percentage change in net interest income over the next two 12-month periods assuming (i) the PNC Economist's most likely rate forecast, (ii) implied market forward rates, and (iii) a Two-Ten Slope decrease (a 200 basis point decrease between two-year and ten-year rates superimposed on current base rates) scenario.

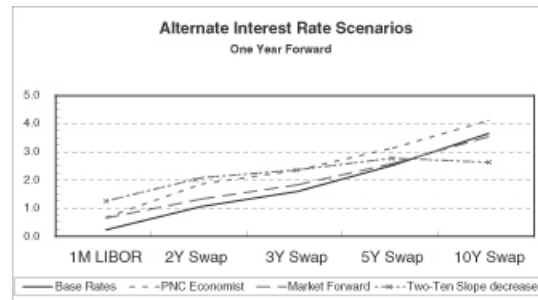
Net Interest Income Sensitivity to Alternative Rate Scenarios (First Quarter 2011)

	PNC Economist	Market Forward	Two- Ten Slope
First year sensitivity	.2%	—%	.1%
Second year sensitivity	1.1%	2.1%	(.4)%

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

When forecasting net interest income, we make assumptions about interest rates and the shape of the yield curve, the volume and characteristics of new business, and the behavior of existing on- and off-balance sheet positions. These assumptions determine the future level of simulated net interest income in the base interest rate scenario and the other interest rate scenarios presented in the above table. These simulations assume that as assets and liabilities mature, they are replaced or repriced at then current market rates. We also consider forward projections of purchase accounting accretion when forecasting net interest income.

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



The first quarter 2011 interest sensitivity analyses indicate that our Consolidated Balance Sheet is positioned to benefit from an increase in interest rates. We believe that we have the deposit funding base and balance sheet flexibility to adjust, where appropriate and permissible, to changing interest rates and market conditions.

MARKET RISK MANAGEMENT – TRADING RISK

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

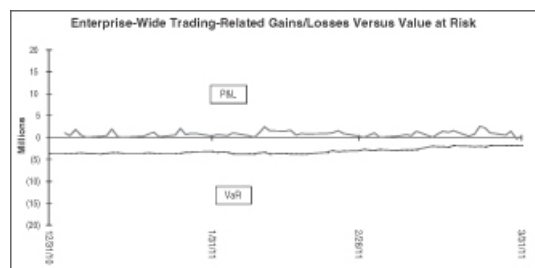
We use value-at-risk (VaR) as the primary means to measure and monitor market risk in trading activities. The Risk Committee of the Board establishes an enterprise-wide VaR limit on our trading activities.

During the first three months of 2011, our VaR ranged between \$1.8 million and \$3.8 million, averaging \$3.1 million. During the first three months of 2010, our VaR ranged between \$5.9 million and \$8.8 million, averaging \$7.1 million.

To help ensure the integrity of the models used to calculate VaR for each portfolio and enterprise-wide, we use a process known as backtesting. The backtesting process consists of comparing actual observations of trading-related gains or losses against the VaR levels that were calculated at the close of the prior day. Over a typical business cycle, we would expect an average of two to three instances a year in which actual losses exceeded the prior day VaR measure at the enterprise-wide level. There were no such instances during the first three months of 2011 or 2010, as the trading markets have moved into a period of relatively low pricing volatility.

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



Total trading revenue was as follows:

Trading Revenue

Three months ended March 31

In millions	2011	2010
Net interest income	\$11	\$16
Noninterest income	50	58
Total trading revenue	\$61	\$74
Securities underwriting and trading (a)	\$16	\$40
Foreign exchange	17	22
Financial derivatives and other	28	12
Total trading revenue (b)	\$61	\$74

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

(b) Product trading revenue includes related hedged activity.

Trading revenue excludes the impact of economic hedging activities, which relate primarily to residential mortgage servicing rights, and residential and held-for-sale commercial real estate loans.

Trading revenue for the first quarter of 2011 decreased \$13 million compared with the first quarter of 2010 primarily due to lower underwriting revenues, which were partially offset by increased derivative client sales and reduced impact of credit risk on customer derivative position values.

MARKET RISK MANAGEMENT – EQUITY AND OTHER INVESTMENT RISK

Equity investment risk is the risk of potential losses associated with investing in both private and public equity markets. In addition to extending credit, taking deposits, and underwriting and trading financial instruments, we make and manage direct investments in a variety of transactions, including management buyouts, recapitalizations, and growth financings in a variety of industries. We also have investments in affiliated and non-affiliated funds that make similar investments in private equity and in debt and equity-oriented hedge funds. The economic and/or book value of these investments and other assets such as loan servicing rights are directly affected by changes in market factors.

The primary risk measurement for equity and other investments is economic capital. Economic capital is a common measure of risk for credit, market and operational risk. It is an estimate of the worst-case value depreciation over

a one year horizon to a level commensurate with a financial institution with an A rating by the credit rating agencies. Given the illiquid nature of many of these types of investments, it can be a challenge to determine their fair values. Market Risk Management and Finance provide independent oversight of the valuation process.

Various PNC business units manage our equity and other investment activities. Our businesses are responsible for making investment decisions within the approved policy limits and associated guidelines.

A summary of our equity investments follows:

In millions	Mar. 31 2011	Dec. 31 2010
BlackRock	\$5,068	\$5,017
Tax credit investments	2,304	2,054
Private equity	1,446	1,375
Visa	456	456
Other	321	318
Total	\$9,595	\$9,220

BlackRock

PNC owned approximately 36 million common stock equivalent shares of BlackRock equity at March 31, 2011, accounted for under the equity method. The primary risk measurement, similar to other equity investments, is economic capital. The Business Segments Review section of this Financial Review includes additional information about BlackRock.

Tax Credit Investments

Included in our equity investments are tax credit investments which are mostly accounted for under the equity method. These investments, as well as equity investments held by consolidated partnerships, totaled \$2.3 billion at March 31, 2011 and \$2.1 billion at December 31, 2010.

Private Equity

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

Private equity investments carried at estimated fair value totaled \$1.4 billion at both March 31, 2011 and December 31, 2010. As of March 31, 2011, \$794 million was invested directly in a variety of companies and \$652 million was invested indirectly through various private equity funds. Included in direct investments are investment activities of two private equity funds that are consolidated for financial reporting purposes. The noncontrolling interests of these funds totaled \$255 million as of March 31, 2011. The indirect private equity funds are not redeemable, but PNC receives distributions over the life of the partnership from liquidation of the underlying investments by the investee.

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Our unfunded commitments related to private equity totaled \$300 million at March 31, 2011 compared with \$319 million at December 31, 2010.

Visa

At March 31, 2011, our investment in Visa Class B common shares totaled approximately 23 million shares. In March 2011, Visa funded \$400 million to their litigation escrow account and reduced the conversion ratio of Visa B to A shares. We consequently recognized our estimated \$38 million share of the \$400 million as a reduction of our previously established indemnification liability and a reduction of noninterest expense. Our indemnification liability included on our Consolidated Balance Sheet at March 31, 2011 totaled \$32 million. Our ultimate exposure to the specified Visa litigation may be different than this amount.

As of March 31, 2011, we had recognized \$456 million of our Visa ownership, which we acquired with National City, on our Consolidated Balance Sheet. Based on the March 31, 2011 closing price of \$73.62 for the Visa Class A shares, the market value of our investment was \$837 million. The Visa Class B common shares we own generally will not be transferable, except under limited circumstances, until they can be converted into shares of the publicly traded class of stock, which cannot happen until the settlement of all of the specified litigation. It is expected that Visa will continue to adjust the conversion ratio of Visa Class B to Class A shares in connection with any settlements in excess of any amounts then in escrow for that purpose and will also reduce the conversion ratio to the extent that it adds any funds to the escrow in the future.

Note 17 Commitments and Guarantees in our Notes To Consolidated Financial Statements of this Report has further information on our Visa indemnification obligation.

Other Investments

We also make investments in affiliated and non-affiliated funds with both traditional and alternative investment strategies. The economic values could be driven by either the fixed-income market or the equity markets, or both. At March 31, 2011, other investments totaled \$321 million compared with \$318 million at December 31, 2010. We recognized net gains related to these investments of \$15 million during the first three months of 2011 compared with \$17 million during the first three months of 2010.

Given the nature of these investments, if market conditions affecting their valuation were to worsen, we could incur future losses.

Our unfunded commitments related to other investments totaled \$9 million at March 31, 2011 and \$11 million at December 31, 2010.

Financial Derivatives

We use a variety of financial derivatives as part of the overall asset and liability risk management process to help manage interest rate, market and credit risk inherent in our business activities. Substantially all such instruments are used to manage risk related to changes in interest rates. Interest rate and total return swaps, interest rate caps and floors, swaptions, options, forwards and futures contracts are the primary instruments we use for interest rate risk management. We also enter into derivatives with customers to facilitate their risk management activities.

Financial derivatives involve, to varying degrees, interest rate, market and credit risk. For interest rate swaps and total return swaps, options and futures contracts, only periodic cash payments and, with respect to options, premiums are exchanged. Therefore, cash requirements and exposure to credit risk are significantly less than the notional amount on these instruments.

Further information on our financial derivatives is presented in Note 1 Accounting Policies in our Notes To Consolidated Financial Statements under Part II, Item 8 of our 2010 Form 10-K and in Note 12 Financial Derivatives in the Notes To Consolidated Financial Statements in this Report, which is incorporated here by reference.

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

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The following table provides the notional or contractual amounts and estimated net fair value of financial derivatives at March 31, 2011 and December 31, 2010.

Financial Derivatives

	March 31, 2011		December 31, 2010	
	Notional/ Contractual Amount	Estimated Net Fair Value	Notional/ Contractual Amount	Estimated Net Fair Value
In millions				
Derivatives designated as hedging instrument under GAAP				
Interest rate contracts (a)				
Asset rate conversion				
Receive fixed swaps	\$ 15,546	\$ 284	\$ 14,452	\$ 332
Pay fixed swaps	2,160	24	1,669	12
Liability rate conversion				
Receive fixed swaps	9,803	717	9,803	834
Forward purchase commitments	700	4	2,350	(8)
Total interest rate risk management	28,209	1,029	28,274	1,170
Total derivatives designated as hedging instruments (b)	\$ 28,209	\$ 1,029	\$ 28,274	\$ 1,170
Derivatives not designated as hedging instruments under GAAP				
<u>Derivatives used for residential mortgage banking activities:</u>				
Interest rate contracts				
Swaps	\$ 92,278	\$ 156	\$ 83,421	\$ 63
Futures	52,913		51,699	
Future options	18,200	8	31,250	21
Swaptions	8,930	103	11,040	28
Commitments related to residential mortgage assets	13,250	20	16,652	47
Total residential mortgage banking activities	\$ 185,571	\$ 287	\$ 194,062	\$ 159
<u>Derivatives used for commercial mortgage banking activities:</u>				
Interest rate contracts				
Swaps	\$ 1,747	\$ (37)	\$ 1,744	\$ (41)
Commitments related to commercial mortgage assets	608	1	1,228	5
Credit contracts				
Credit default swaps	215	8	210	8
Total commercial mortgage banking activities	\$ 2,570	\$ (28)	\$ 3,182	\$ (28)
<u>Derivatives used for customer-related activities:</u>				
Interest rate contracts				
Swaps	\$ 92,802	\$ (93)	\$ 92,248	\$ (104)
Caps/floors				
Sold (c)	3,639	(16)	3,207	(15)
Purchased	3,052	18	2,528	14
Swaptions	2,115	8	2,165	13
Futures	2,379		2,793	
Commitments related to residential mortgage assets	1,347	1	738	
Foreign exchange contracts (c)	9,930	(10)	7,913	(6)
Equity contracts (c)	339	(4)	334	(3)
Credit contracts				
Risk participation agreements	3,003	1	2,738	3
Other contracts	340			
Total customer-related	\$ 118,946	\$ (95)	\$ 114,664	\$ (98)
<u>Derivatives used for other risk management activities:</u>				
Interest rate contracts				
Swaps	\$ 818	\$ 4	\$ 3,021	\$ 6
Swaptions			100	4
Futures	294		298	
Commitments related to residential mortgage assets	340	1	1,100	1
Foreign exchange contracts	31	(4)	32	(4)
Credit contracts				
Credit default swaps	543	7	551	8
Other contracts (c) (d)	209	(447)	209	(396)
Total other risk management	\$ 2,235	\$ (439)	\$ 5,311	\$ (381)
Total derivatives not designated as hedging instruments	\$ 309,322	\$ (275)	\$ 317,219	\$ (348)
Total Gross Derivatives	\$ 337,531	\$ 754	\$ 345,493	\$ 822

(a) The floating rate portion of interest rate contracts is based on money-market indices. As a percent of notional amount, 59% were based on 1-month LIBOR and 41% on 3-month LIBOR at March 31, 2011 compared with 58% and 42%, respectively, at December 31, 2010.

(b) Fair value amount includes net accrued interest receivable of \$123 million at March 31, 2011 and \$132 million at December 31, 2010.

(c) The increases in the negative fair values from December 31, 2010 to March 31, 2011 for interest rate contracts, foreign exchange, equity contracts and other contracts were due to the changes in fair values of the existing contracts along with new contracts entered into during the first three months of 2011 and contracts terminated.

(d) Includes PNC's obligation to fund a portion of certain BlackRock LTIP programs.

INTERNAL CONTROLS AND DISCLOSURE CONTROLS AND PROCEDURES

As of March 31, 2011, we performed an evaluation under the supervision and with the participation of our management, including the Chairman and Chief Executive Officer and the Executive Vice President and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures and of changes in our internal control over financial reporting.

Based on that evaluation, our Chairman and Chief Executive Officer and our Executive Vice President and Chief Financial Officer concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities and Exchange Act of 1934, as amended) were effective as of March 31, 2011, and that there has been no change in PNC's internal control over financial reporting that occurred during the first quarter of 2011 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

GLOSSARY OF TERMS

Accretable net interest (Accretable yield) – The excess of cash flows expected to be collected on a purchased impaired loan over the carrying value of the loan. The accretable net interest is recognized into interest income over the remaining life of the loan using the constant effective yield method.

Adjusted average total assets – Primarily comprised of total average quarterly (or annual) assets plus (less) unrealized losses (gains) on investment securities, less goodwill and certain other intangible assets (net of eligible deferred taxes).

Annualized – Adjusted to reflect a full year of activity.

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

Basis point – One hundredth of a percentage point.

Cash recoveries – Cash recoveries used in the context of purchased impaired loans represent cash payments from customers that exceeded the recorded investment of the designated impaired loan.

Charge-off – Process of removing a loan or portion of a loan from our balance sheet because it is considered uncollectible. We also record a charge-off when a loan is transferred from portfolio holdings to held for sale by reducing the loan carrying amount to the fair value of the loan, if fair value is less than carrying amount.

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

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

Credit spread – The difference in yield between debt issues of similar maturity. The excess of yield attributable to credit spread is often used as a measure of relative creditworthiness, with a reduction in the credit spread reflecting an improvement in the borrower's perceived creditworthiness.

Derivatives – Financial contracts whose value is derived from changes in publicly traded securities, interest rates, currency exchange rates or market indices. Derivatives cover a wide assortment of financial contracts, including but not limited to forward contracts, futures, options and swaps.

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

Earning assets – Assets that generate income, which include: Federal funds sold; resale agreements; trading securities; interest-earning deposits with banks; loans held for sale; loans; investment securities; and certain other assets.

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

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

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Efficiency – Noninterest expense divided by total revenue.

Fair value – The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

FICO score – A credit bureau-based industry standard score created by Fair Isaac Co. which predicts the likelihood of borrower default. We use FICO scores both in underwriting and assessing credit risk in our consumer lending portfolio. Lower FICO scores indicate likely higher risk of default, while higher FICO scores indicate likely lower risk of default. FICO scores are updated on a periodic basis.

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

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

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

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

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

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

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

Investment securities – Collectively, securities available for sale and securities held to maturity.

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

LIBOR – Acronym for London InterBank Offered Rate. LIBOR is the average interest rate charged when banks in the London wholesale money market (or interbank market) borrow unsecured funds from each other. LIBOR rates are used as a benchmark for interest rates on a global basis.

Loan-to-value ratio (LTV) – A calculation of a loan's collateral coverage that is used both in underwriting and assessing credit risk in our lending portfolio. LTV is the sum total of loan obligations secured by collateral divided by the market value of that same collateral. Market values of the collateral are based on an independent valuation of the collateral. For example, an LTV of less than 90% is better secured and has less credit risk than an LTV of greater than or equal to 90%. Our real estate market values are updated on an annual basis but may be updated more frequently for select loans.

Loss Given Default (LGD) – An estimate of recovery based on collateral type, collateral value, loan exposure, or the guarantor(s) quality and guaranty type (full or partial). Each loan has its own LGD. The LGD risk rating measures the percentage of exposure of a specific credit obligation that we expect to lose if default occurs. LGD is net of recovery, through either liquidation of collateral or deficiency judgments rendered from foreclosure or bankruptcy proceedings. The LGD rating is updated with the same frequency as the borrower's PD rating, and should be done more frequently than the PD if the collateral values and amounts change often.

Net interest income from loans and deposits – A management accounting assessment, using funds transfer pricing methodology, of the net interest contribution from loans and deposits.

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

Nonaccrable difference – Contractually required payments receivable on a purchased impaired loan in excess of the cash flows expected to be collected.

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

Nonperforming assets – Nonperforming assets include non-accrual loans, certain non-accrual troubled debt restructured loans, OREO, foreclosed and other assets. We do not accrue interest income on assets classified as nonperforming.

Nonperforming loans – Loans for which we do not accrue interest income. Nonperforming loans include loans to commercial, commercial real estate, equipment lease

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financing, consumer (including loans and lines of credit secured by residential real estate), and residential real estate (including mortgages and construction) customers as well as certain non-accrual troubled debt restructured loans. Nonperforming loans do not include loans held for sale or OREO and foreclosed assets. Nonperforming loans do not include purchased impaired loans as we are currently accreting interest income over the expected life of the loans.

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

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

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

Other real estate owned (OREO) – Foreclosed assets taken in settlement of troubled loans through surrender or foreclosure. Foreclosed assets include all assets received in full or partial satisfaction of a loan and include real and personal property, equity interests in corporations, partnerships, joint ventures, and beneficial interests in trusts. Premises that are no longer used in operations may also be included in real estate owned.

Other-than-temporary impairment (OTTI) – When the fair value of a security is less than its amortized cost basis, an assessment is performed to determine whether the impairment is other-than-temporary. If we intend to sell the security or more likely than not will be required to sell the security before recovery of its amortized cost basis less any current-period credit loss, an other-than-temporary impairment is considered to have occurred. In such cases, an other-than-temporary impairment is recognized in earnings equal to the entire difference between the investment's amortized cost basis and its fair value at the balance sheet date. Further, if we do not expect to recover the entire amortized cost of the security, an other-than-temporary impairment is considered to have occurred. However for debt securities, if we do not intend to sell the security and it is not more likely than not that we will be required to sell the security before its recovery, the other-than-temporary loss is separated into (a) the amount representing the credit loss, and (b) the amount related to all other factors. The other-than-temporary impairment related to credit losses is recognized in earnings while the amount related to all other factors is recognized in other comprehensive income, net of tax.

Pretax, pre-provision earnings from continuing operations – Total revenue less noninterest expense, both from continuing operations.

Probability of Default (PD) – An internal risk rating that indicates the likelihood that a credit obligor will enter into default status.

Provision-adjusted net interest margin – Net interest margin less the ratio of the annualized provision for credit losses to average interest-earning assets.

Purchase accounting accretion – Accretion of the discounts and premiums on acquired assets and liabilities. The purchase accounting accretion is recognized in net interest income over the weighted average life of the financial instruments using the constant effective yield method.

Purchased impaired loans – Acquired loans determined to be credit impaired under FASB ASC 310-30 (AICPA SOP 03-3). Loans are determined to be impaired if there is evidence of credit deterioration since origination and for which it is probable that all contractually required payments will not be collected.

Recorded investment – The initial investment of a purchased impaired loan plus interest accretion and less any cash payments and writedowns to date. The recorded investment excludes any valuation allowance which is included in our allowance for loan and lease losses.

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

Residential development loans – Project-specific loans to commercial customers for the construction or development of residential real estate including land, single family homes, condominiums and other residential properties. This would exclude loans to commercial customers where proceeds are for general corporate purposes whether or not such facilities are secured.

Residential mortgage servicing rights hedge gains/(losses), net – We have elected to measure acquired or originated residential mortgage servicing rights (MSRs) at fair value under GAAP. We employ a risk management strategy designed to protect the economic value of MSRs from changes in interest rates. This strategy utilizes securities and a portfolio of derivative instruments to hedge changes in the fair value of MSRs arising from changes in interest rates. These financial instruments are expected to have changes in fair value which are negatively correlated to the change in fair value of the MSR portfolio. Net MSR hedge gains/(losses) represent the change in the fair value of MSRs, exclusive of changes due to time decay and payoffs, combined with the change in the fair value of the associated securities and derivative instruments.

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

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

Return on average common shareholders' equity – Annualized net income less preferred stock dividends, including preferred stock discount accretion and redemptions, divided by average common shareholders' equity.

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

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

Servicing rights – An intangible asset or liability created by an obligation to service assets for others. Typical servicing rights include the right to receive a fee for collecting and forwarding payments on loans and related taxes and insurance premiums held in escrow.

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

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

Tier 1 common capital – Tier 1 risk-based capital, less preferred equity, less trust preferred capital securities, and less noncontrolling interests.

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

Tier 1 risk-based capital – Total shareholders' equity, plus trust preferred capital securities, plus certain noncontrolling interests that are held by others; less goodwill and certain other intangible assets (net of eligible deferred taxes relating to taxable and nontaxable combinations), less equity investments in nonfinancial companies less ineligible servicing assets and less net unrealized holding losses on available for sale equity securities. Net unrealized holding gains on available for sale equity securities, net unrealized holding gains (losses) on available for sale debt securities and

net unrealized holding gains (losses) on cash flow hedge derivatives are excluded from total shareholders' equity for Tier 1 risk-based capital purposes.

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

Total equity – Total shareholders' equity plus noncontrolling interests.

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

Total risk-based capital – Tier 1 risk-based capital plus qualifying subordinated debt and trust preferred securities, other noncontrolling interest not qualified as Tier 1, eligible gains on available for sale equity securities and the allowance for loan and lease losses, subject to certain limitations.

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

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

Troubled debt restructuring – A restructuring of a loan whereby the lender for economic or legal reasons related to the borrower's financial difficulties grants a concession to the borrower that the lender would not otherwise consider.

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

Watchlist – A list of criticized loans, credit exposure or other assets compiled for internal monitoring purposes. We define criticized exposure for this purpose as exposure with an internal risk rating of other assets especially mentioned, substandard, doubtful or loss.

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

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

We make statements in this Report, and we may from time to time make other statements, regarding our outlook or expectations for earnings, revenues, expenses, capital levels, liquidity levels, asset quality and/or other matters regarding or affecting PNC and its future business and operations that are forward-looking statements within the meaning of the Private Securities Litigation Reform Act. Forward-looking statements are typically identified by words such as “believe,” “plan,” “expect,” “anticipate,” “intend,” “outlook,” “estimate,” “forecast,” “will,” “should,” “project,” “goal,” “see” and other similar words and expressions.

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

Our forward-looking statements are subject to the following principal risks and uncertainties. We provide greater detail regarding some of these factors in our 2010 Form 10-K and elsewhere in this Report, including in the Risk Factors and Risk Management sections of those reports. Our forward-looking statements may also be subject to other risks and uncertainties, including those discussed elsewhere in this Report or in our other filings with the SEC.

- Our businesses and financial results are affected by business and economic conditions, both generally and specifically in the principal markets in which we operate. In particular, our businesses and financial results may be impacted by:
 - Changes in interest rates and valuations in the debt, equity and other financial markets.
 - Disruptions in the liquidity and other functioning of financial markets, including such disruptions in the markets for real estate and other assets commonly securing financial products.
 - Actions by the Federal Reserve and other government agencies, including those that impact money supply and market interest rates.
 - Changes in our customers', suppliers' and other counterparties' performance in general and their creditworthiness in particular.
 - A slowing or failure of the moderate economic recovery that began in mid-2009 and continued throughout 2010 and into 2011.
 - Continued effects of the aftermath of recessionary conditions and the uneven spread of the positive impacts of the recovery on the economy in general

and our customers in particular, including adverse impact on loan utilization rates as well as delinquencies, defaults and customer ability to meet credit obligations.

- Changes in levels of unemployment.
- Changes in customer preferences and behavior, whether as a result of changing business and economic conditions, climate-related physical changes or legislative and regulatory initiatives, or other factors.
- Turbulence in significant portions of the US and global financial markets could impact our performance, both directly by affecting our revenues and the value of our assets and liabilities and indirectly by affecting our counterparties and the economy generally.
- We will be impacted by the extensive reforms provided for in the Dodd-Frank Act and ongoing reforms impacting the financial institutions industry generally. Further, as much of the Dodd-Frank Act will require the adoption of implementing regulations by a number of different regulatory bodies, the precise nature, extent and timing of many of these reforms and the impact on us is still uncertain.
- Financial industry restructuring in the current environment could also impact our business and financial performance as a result of changes in the creditworthiness and performance of our counterparties and by changes in the competitive and regulatory landscape.
- Our results depend on our ability to manage current elevated levels of impaired assets.
- Given current economic and financial market conditions, our forward-looking financial statements are subject to the risk that these conditions will be substantially different than we are currently expecting. These statements are based on our current view that the moderate economic recovery that began in mid-2009 and continued throughout 2010 will transition into a self-sustaining economic expansion in 2011 pushing the unemployment rate lower amidst continued low interest rates.
- Legal and regulatory developments could have an impact on our ability to operate our businesses or our financial condition or results of operations or our competitive position or reputation. Reputational impacts, in turn, could affect matters such as business generation and retention, our ability to attract and retain management, liquidity, and funding. These legal and regulatory developments could include:
 - Changes resulting from legislative and regulatory responses to the current economic and financial industry environment.
 - Other legislative and regulatory reforms, including broad-based restructuring of financial industry regulation (such as those under the Dodd-Frank Act)

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as well as changes to laws and regulations involving tax, pension, bankruptcy, consumer protection, and other aspects of the financial institution industry.

- Unfavorable resolution of legal proceedings or other claims and regulatory and other governmental investigations or other inquiries. In addition to matters relating to PNC's business and activities, such matters may also include proceedings, claims, investigations, or inquiries relating to pre-acquisition business and activities of acquired companies, such as National City. These matters may result in monetary judgments or settlements or other remedies, including fines, penalties, restitution or alterations in our business practices and in additional expenses and collateral costs.
- The results of the regulatory examination and supervision process, including our failure to satisfy the requirements of agreements with governmental agencies.
- Changes in accounting policies and principles.
- Changes resulting from legislative and regulatory initiatives relating to climate change that have or may have a negative impact on our customers' demand for or use of our products and services in general and their creditworthiness in particular.
- Changes to regulations governing bank capital, including as a result of the Dodd-Frank Act and of the Basel III initiatives.
- Our business and operating results are affected by our ability to identify and effectively manage risks inherent in our businesses, including, where appropriate, through the effective use of third-party insurance, derivatives, and capital management techniques, and by our ability to meet evolving regulatory capital standards.
- The adequacy of our intellectual property protection, and the extent of any costs associated with obtaining rights in intellectual property claimed by others, can impact our business and operating results.
- Our ability to anticipate and respond to technological changes can have an impact on our ability to respond to customer needs and to meet competitive demands.
- Our ability to implement our business initiatives and strategies could affect our financial performance over the next several years.
- Competition can have an impact on customer acquisition, growth and retention, as well as on our credit spreads and product pricing, which can affect market share, deposits and revenues.

- Our business and operating results can also be affected by widespread disasters, terrorist activities or international hostilities, either as a result of the impact on the economy and capital and other financial markets generally or on us or on our customers, suppliers or other counterparties specifically.
- Also, risks and uncertainties that could affect the results anticipated in forward-looking statements or from historical performance relating to our equity interest in BlackRock, Inc. are discussed in more detail in BlackRock's filings with the SEC, including in the Risk Factors sections of BlackRock's reports. BlackRock's SEC filings are accessible on the SEC's website and on or through BlackRock's website at www.blackrock.com. This material is referenced for informational purposes only and should not be deemed to constitute a part of this Report.

We grow our business in part by acquiring from time to time other financial services companies, financial services assets and related deposits. Acquisitions present us with risks in addition to those presented by the nature of the business acquired. These include risks and uncertainties related both to the acquisition transactions themselves and to the integration of the acquired businesses into PNC after closing.

Acquisitions may be substantially more expensive to complete (including unanticipated costs incurred in connection with the integration of the acquired company) and the anticipated benefits (including anticipated cost savings and strategic gains) may be significantly harder or take longer to achieve than expected. Acquisitions may involve our entry into new businesses or new geographic or other markets, and these situations also present risks resulting from our inexperience in those new areas.

As a regulated financial institution, our pursuit of attractive acquisition opportunities could be negatively impacted due to regulatory delays or other regulatory issues. In addition, regulatory and/or legal issues relating to the pre-acquisition operations of an acquired business may cause reputational harm to PNC following the acquisition and integration of the acquired business into ours and may result in additional future costs or regulatory limitations arising as a result of those issues.

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Consolidated Income Statement

The PNC Financial Services Group, Inc.

	Three months ended	
	March 31	
	2011	2010
<i>In millions, except per share data</i>		
<i>Unaudited</i>		
Interest Income		
Loans	\$1,884	\$2,160
Investment securities	578	623
Other	121	122
Total interest income	2,583	2,905
Interest Expense		
Deposits	182	281
Borrowed funds	225	245
Total interest expense	407	526
Net interest income	2,176	2,379
Noninterest Income		
Asset management	263	259
Consumer services	311	296
Corporate services	217	268
Residential mortgage	195	147
Service charges on deposits	123	200
Net gains on sales of securities	37	90
Other-than-temporary impairments	(30)	(240)
Less: Noncredit portion of other-than-temporary impairments (a)	4	(124)
Net other-than-temporary impairments	(34)	(116)
Other	343	240
Total noninterest income	1,455	1,384
Total revenue	3,631	3,763
Provision For Credit Losses	421	751
Noninterest Expense		
Personnel	989	956
Occupancy	193	187
Equipment	167	172
Marketing	40	50
Other	681	748
Total noninterest expense	2,070	2,113
Income from continuing operations before income taxes and noncontrolling interests	1,140	899
Income taxes	308	251
Income from continuing operations before noncontrolling interests	832	648
Income from discontinued operations (net of income taxes of zero and \$14)		23
Net income	832	671
Less: Net income (loss) attributable to noncontrolling interests	(5)	(5)
Preferred stock dividends	4	93
Preferred stock discount accretion		250
Net income attributable to common shareholders	\$ 833	\$ 333
Basic Earnings Per Common Share		
Continuing operations	\$ 1.59	\$.62
Discontinued operations		.05
Net income	\$ 1.59	\$.67
Diluted Earnings Per Common Share		
Continuing operations	\$ 1.57	\$.61
Discontinued operations		.05
Net income	\$ 1.57	\$.66
Average Common Shares Outstanding		
Basic	524	498
Diluted	526	500

(a) Included in accumulated other comprehensive income (loss).

See accompanying Notes To Consolidated Financial Statements.

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Consolidated Balance Sheet

The PNC Financial Services Group, Inc.

In millions, except par value

<i>Unaudited</i>	March 31 2011	December 31 2010
Assets		
Cash and due from banks (includes \$2 and \$2 for VIEs) (a)	\$ 3,389	\$ 3,297
Federal funds sold and resale agreements (includes \$823 and \$866 measured at fair value) (b)	2,240	3,704
Trading securities	2,254	1,826
Interest-earning deposits with banks (includes \$83 and \$288 for VIEs) (a)	1,359	1,610
Loans held for sale (includes \$2,684 and \$2,755 measured at fair value) (b)	2,980	3,492
Investment securities (includes \$110 and \$192 for VIEs) (a)	60,992	64,262
Loans (includes \$4,796 and \$4,645 for VIEs) (includes \$229 and \$116 measured at fair value) (a) (b)	149,387	150,595
Allowance for loan and lease losses (includes \$(128) and \$(183) for VIEs) (a)	(4,759)	(4,887)
Net loans	144,628	145,708
Goodwill	8,146	8,149
Other intangible assets	2,618	2,604
Equity investments (includes \$1,332 and \$1,177 for VIEs) (a)	9,595	9,220
Other (includes \$741 and \$676 for VIEs) (includes \$447 and \$396 measured at fair value) (a) (b)	21,177	20,412
Total assets	\$259,378	\$ 264,284
Liabilities		
Deposits		
Noninterest-bearing	\$ 48,707	\$ 50,019
Interest-bearing	133,283	133,371
Total deposits	181,990	183,390
Borrowed funds		
Federal funds purchased and repurchase agreements	4,079	4,144
Federal Home Loan Bank borrowings	5,020	6,043
Bank notes and senior debt	11,324	12,904
Subordinated debt	9,310	9,842
Other (includes \$3,397 and \$3,354 for VIEs) (a)	5,263	6,555
Total borrowed funds	34,996	39,488
Allowance for unfunded loan commitments and letters of credit	204	188
Accrued expenses (includes \$113 and \$88 for VIEs) (a)	3,078	3,188
Other (includes \$715 and \$456 for VIEs) (a)	5,393	5,192
Total liabilities	225,661	231,446
Equity		
Preferred stock (c)		
Common stock – \$5 par value		
Authorized 800 shares, issued 536 and 536 shares	2,682	2,682
Capital surplus – preferred stock	647	647
Capital surplus – common stock and other	12,056	12,057
Retained earnings	16,640	15,859
Accumulated other comprehensive income (loss)	(309)	(431)
Common stock held in treasury at cost: 10 and 10 shares	(584)	(572)
Total shareholders' equity	31,132	30,242
Noncontrolling interests	2,585	2,596
Total equity	33,717	32,838
Total liabilities and equity	\$259,378	\$ 264,284

(a) Amounts represent the assets or liabilities of consolidated variable interest entities (VIEs).

(b) Amounts represent items for which the Corporation has elected the fair value option.

(c) Par value less than \$.5 million at each date.

See accompanying Notes To Consolidated Financial Statements.

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Consolidated Statement Of Cash Flows

The PNC Financial Services Group, Inc.

<i>In millions</i> <i>Unaudited</i>	Three months ended March 31	
	2011	2010
Operating Activities		
Net income	\$ 832	\$ 671
Adjustments to reconcile net income to net cash provided (used) by operating activities		
Provision for credit losses	421	751
Depreciation and amortization	279	226
Deferred income taxes	46	254
Net gains on sales of securities	(37)	(90)
Net other-than-temporary impairments	34	116
Undistributed earnings of BlackRock	(55)	(57)
Net change in		
Trading securities and other short-term investments	(294)	885
Loans held for sale	166	(218)
Other assets	(291)	437
Accrued expenses and other liabilities	(411)	(907)
Other	37	204
Net cash provided (used) by operating activities	727	2,272
Investing Activities		
Sales		
Securities available for sale	8,018	6,040
Loans	590	299
Repayments/maturities		
Securities available for sale	1,590	1,815
Securities held to maturity	506	256
Purchases		
Securities available for sale	(7,237)	(9,154)
Securities held to maturity	(22)	(527)
Loans	(417)	(1,532)
Net change in		
Federal funds sold and resale agreements	1,456	1,024
Interest-earning deposits with banks	251	3,881
Loans	458	3,251
Other	(80)	264
Net cash provided (used) by investing activities	5,113	5,617

(continued on following page)

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Consolidated Statement of Cash Flows

The PNC Financial Services Group, Inc.
(continued from previous page)

<i>In millions</i> <i>Unaudited</i>	Three months ended March 31	
	2011	2010
Financing Activities		
Net change in		
Noninterest-bearing deposits	\$ (1,266)	\$ (559)
Interest-bearing deposits	(88)	(2,527)
Federal funds purchased and repurchase agreements	(63)	1,514
Federal Home Loan Bank short-term borrowings		(280)
Other short-term borrowed funds	(1,361)	(1,149)
Sales/issuances		
Bank notes and senior debt		1,991
Other long-term borrowed funds	2,201	1,303
Common and treasury stock	14	3,409
Repayments/maturities		
Federal Home Loan Bank long-term borrowings	(1,023)	(1,757)
Bank notes and senior debt	(1,525)	(1,754)
Subordinated debt	(480)	29
Other long-term borrowed funds	(2,068)	(1,050)
Preferred stock – TARP		(7,579)
Acquisition of treasury stock	(33)	(67)
Preferred stock cash dividends paid	(4)	(93)
Common stock cash dividends paid	(52)	(45)
Net cash provided (used) by financing activities	(5,748)	(8,614)
Net Increase (Decrease) In Cash And Due From Banks	92	(725)
Cash and due from banks at beginning of period	3,297	4,288
Cash and due from banks at end of period	\$ 3,389	\$ 3,563
Supplemental Disclosures		
Interest paid	\$ 445	\$ 515
Income taxes paid	265	308
Income taxes refunded	26	1
Non-cash Investing and Financing Items		
Transfer from (to) loans to (from) loans held for sale, net	100	83
Transfer from loans to foreclosed assets	161	382

See accompanying Notes To Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

THE PNC FINANCIAL SERVICES GROUP, INC.

Business

PNC is one of the largest diversified financial services companies in the United States and is headquartered in Pittsburgh, Pennsylvania.

PNC has businesses engaged in retail banking, corporate and institutional banking, asset management, and residential mortgage banking, providing many of its products and services nationally and others in PNC's primary geographic markets located in Pennsylvania, Ohio, New Jersey, Michigan, Maryland, Illinois, Indiana, Kentucky, Florida, Virginia, Missouri, Delaware, Washington, D.C., and Wisconsin. PNC also provides certain products and services internationally.

NOTE 1 ACCOUNTING POLICIES

BASIS OF FINANCIAL STATEMENT PRESENTATION

Our consolidated financial statements include the accounts of the parent company and its subsidiaries, most of which are wholly owned, and certain partnership interests and variable interest entities.

We prepared these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). We have eliminated intercompany accounts and transactions. We have also reclassified certain prior year amounts to conform with the 2011 presentation. These reclassifications did not have a material impact on our consolidated financial condition or results of operations.

See Note 2 Divestiture regarding our July 1, 2010 sale of PNC Global Investment Servicing Inc. The Consolidated Income Statement for the first three months of 2010 and related disclosures in the Notes To Consolidated Financial Statements reflect the global investment servicing business as discontinued operations.

In our opinion, the unaudited interim consolidated financial statements reflect all normal, recurring adjustments needed to present fairly our results for the interim periods. The results of operations for interim periods are not necessarily indicative of the results that may be expected for the full year or any other interim period.

When preparing these unaudited interim consolidated financial statements, we have assumed that you have read the audited consolidated financial statements included in our 2010 Annual Report on Form 10-K (2010 Form 10-K). Reference is made to Note 1 Accounting Policies in the 2010 Form 10-K for a detailed description of significant accounting policies.

There have been no significant changes to these policies in the first three months of 2011 other than as disclosed herein. These interim consolidated financial statements serve to update the 2010 Form 10-K and may not include all information and notes necessary to constitute a complete set of financial statements.

We have considered the impact on these consolidated financial statements of subsequent events.

USE OF ESTIMATES

We prepared these consolidated financial statements using financial information available at the time, which requires us to make estimates and assumptions that affect the amounts reported. Our most significant estimates pertain to our fair value measurements, allowances for loan and lease losses and unfunded loan commitments and letters of credit, purchased impaired loans, revenue recognition and valuation of residential mortgage servicing rights. Actual results may differ from the estimates and the differences may be material to the consolidated financial statements.

INVESTMENT IN BLACKROCK, INC.

We account for our investment in the common stock and Series B Preferred Stock of BlackRock (deemed to be in-substance common stock) under the equity method of accounting. The investment in BlackRock is reflected on our Consolidated Balance Sheet in Equity investments, while our equity in earnings of BlackRock is reported on our Consolidated Income Statement in Asset management revenue.

We also own 2.9 million shares of Series C Preferred Stock of BlackRock. Since these preferred shares are not deemed to be in substance common stock, we have elected to account for these preferred shares at fair value and the changes in fair value will offset the impact of marking-to-market the obligation to deliver these shares to BlackRock. Our investment in the BlackRock Series C Preferred Stock is included on our Consolidated Balance Sheet in Other assets.

As noted above, we mark-to-market our obligation to transfer BlackRock shares related to certain BlackRock long-term incentive plan (LTIP) programs. This obligation is classified as a derivative not designated as a hedging instrument under GAAP as disclosed in Note 12 Financial Derivatives.

NONPERFORMING ASSETS

Nonperforming assets include:

- Nonaccrual loans,
- Troubled debt restructurings, and
- Foreclosed assets.

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Nonperforming loans are those loans that have deteriorated in credit quality to the extent that full collection of original contractual principal and interest is doubtful. When a loan is determined to be nonperforming (and as a result is impaired), the accrual of interest is ceased and the loan is classified as nonaccrual. The current year accrued and uncollected interest is reversed out of net interest income.

A loan acquired and accounted for under ASC Sub-Topic 310-30 – Loans and Debt Securities Acquired with Deteriorated Credit Quality is reported as an accruing loan and a performing asset.

We generally classify Commercial Lending (Commercial, Commercial Real Estate, and Equipment Lease Financing) loans as nonaccrual (and therefore nonperforming) when we determine that the collection of interest or principal is doubtful or when delinquency of interest or principal payments has existed for 90 days or more and the loans are not well-secured and in the process of collection. A loan is considered well-secured when the collateral in the form of liens on (or pledges of) real or personal property, including marketable securities, has a realizable value sufficient to discharge the debt in full, including accrued interest. Such factors that would lead to nonperforming status and subject to an impairment test would include, but are not limited to, the following:

- Deterioration in the financial position of the borrower resulting in the loan moving from accrual to cash basis,
- The collection of principal or interest is 90 days or more past due unless the asset is both well-secured and in the process of collection,
- Reasonable doubt exists as to the certainty of the future debt service ability, whether 90 days have passed or not,
- Customer has filed or will likely file for bankruptcy,
- The bank advances additional funds to cover principal or interest,
- We are in the process of liquidation of a commercial borrower, or
- We are pursuing remedies under a guaranty.

We charge off commercial nonaccrual loans based on the facts and circumstances of the individual loans.

Additionally, in general, small business commercial term loans of less than \$1 million and small business commercial revolving loans are placed on nonaccrual status at 90 days past due and charged off at 120 and 180 days past due, respectively.

Home equity installment loans and lines of credit, as well as residential real estate loans, that are well secured are classified as nonaccrual at 180 days past due. A consumer loan is considered well-secured when the collateral in the form of liens on (or pledges of) real or personal property, including marketable securities, have a realizable value sufficient to discharge the debt in full, including accrued interest.

Home equity installment loans and lines of credit and residential real estate loans that are not well secured and/or are in the process of collection are charged off at 180 days past due to the estimated fair value of the collateral less cost to sell. The remaining portion of the loan is placed on nonaccrual status.

Subprime mortgage loans for first liens with a loan-to-value (LTV) ratio of equal to or greater than 90% and second liens are classified as nonaccrual at 90 days past due. These loans are charged off as discussed above.

Most consumer loans and lines of credit, not secured by residential real estate, are charged off after 120 to 180 days past due. Generally, they are not placed on nonaccrual status as permitted by regulatory guidance.

If payment is received on a nonperforming loan, the payment is first applied to the past due principal; once this principal obligation has been fulfilled, payments are applied to recover any partial charge-off related to the impaired loan that might exist. Finally, if both past due principal and any partial charge-off have been recovered, then the payment will result in the recognition and recording of interest income. This process is followed for impaired loans with the exception of performing troubled debt restructurings (TDRs). Payments received on performing TDRs and other modified loans will be applied in accordance with the terms of the modified loan.

A loan is categorized as a TDR if a concession is granted due to deterioration in the financial condition of the borrower. TDRs may include certain modifications of terms of loans, receipts of assets from debtors in partial or full satisfaction of loans, or a combination thereof. Modified loans classified as TDRs are included in nonperforming loans until returned to performing status through the fulfilling of contractual terms for a reasonable period of time (generally 6 months).

See Note 5 Asset Quality and Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional TDR information.

Nonperforming loans are generally not returned to performing status until the obligation is brought current and the borrower has performed in accordance with the contractual terms for a reasonable period of time and collection of the contractual principal and interest is no longer in doubt.

Foreclosed assets are comprised of any asset seized or property acquired through a foreclosure proceeding or acceptance of a deed-in-lieu of foreclosure. Other real estate owned is comprised principally of commercial real estate and residential real estate properties obtained in partial or total satisfaction of loan obligations. Following the obtaining of a foreclosure judgment, or in some jurisdictions the initiation of proceedings under a power of sale in the loan instruments, the property will be sold. When we acquire the deed, we transfer the loan to other real estate owned included in Other assets on our Consolidated Balance Sheet. Property obtained in satisfaction of a loan is recorded at the lower of recorded investment or estimated fair value less cost to sell. We estimate fair values primarily based on appraisals, when

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available, or quoted market prices on liquid assets. Anticipated recoveries and government guarantees are also considered in evaluating the potential impairment of loans at the date of transfer. If the estimated fair value less cost to sell is less than the recorded investment, a charge-off is recognized against the Allowance for loan and lease losses (ALLL).

Subsequently, foreclosed assets are valued at the lower of the amount recorded at acquisition date or estimated fair value less cost to sell. Valuation adjustments on these assets and gains or losses realized from disposition of such property are reflected in Other noninterest expense.

See Note 5 Asset Quality and Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional information.

ALLOWANCE FOR LOAN AND LEASE LOSSES

We maintain the ALLL at a level that we believe to be adequate to absorb estimated probable credit losses incurred in the loan portfolio as of the balance sheet date. Our determination of the adequacy of the allowance is based on periodic evaluations of the loan and lease portfolios and other relevant factors. This evaluation is inherently subjective as it requires material estimates, all of which may be susceptible to significant change, including, among others:

- Probability of default (PD),
- Loss given default (LGD),
- Exposure at date of default (EAD),
- Amounts and timing of expected future cash flows,
- Value of collateral, and
- Qualitative factors such as changes in economic conditions that may not be reflected in historical results.

While our reserve methodologies strive to reflect all relevant risk factors, there continues to be uncertainty associated with, but not limited to, potential imprecision in the estimation process due to the inherent time lag of obtaining information and normal variations between estimates and actual outcomes. We provide additional reserves that are designed to provide coverage for losses attributable to such risks. The ALLL also includes factors which may not be directly measured in the determination of specific or pooled reserves. Such qualitative factors include:

- Recent Credit quality trends,
- Recent Loss experience in particular portfolios,
- Recent Macro economic factors, and
- Changes in risk selection and underwriting standards.

In determining the adequacy of the ALLL, we make specific allocations to impaired loans and allocations to portfolios of commercial and consumer loans. We also allocate reserves to provide coverage for probable losses incurred in the portfolio at the balance sheet date based upon current market conditions, which may not be reflected in historical loss data. While allocations are made to specific loans and pools of loans, the total reserve is available for all credit losses.

Nonperforming loans are considered impaired under ASC 310-Receivables and are allocated a specific reserve.

Specific reserve allocations are determined as follows:

- For nonperforming loans greater than or equal to a defined dollar threshold and TDRs, specific reserves are based on an analysis of the present value of the loan's expected future cash flows, the loan's observable market price or the fair value of the collateral.
- For nonperforming loans below the defined dollar threshold, the loans are aggregated for purposes of measuring specific reserve impairment using the applicable loan's LGD percentage multiplied by the balance of the loans.

When applicable, this process is applied across all the loan classes in a similar manner. However, as previously discussed, certain consumer loans and lines of credit, not secured by residential real estate, are charged off instead of being classified as nonperforming.

Our credit risk management policies, procedures and practices are designed to promote sound and fair lending standards while achieving prudent credit risk management. We have policies, procedures and practices that address financial statement requirements, collateral review and appraisal requirements, advance rates based upon collateral types, appropriate levels of exposure, cross-border risk, lending to specialized industries or borrower type, guarantor requirements, and regulatory compliance.

See Note 5 Asset Quality and Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional information.

ALLOWANCE FOR UNFUNDED LOAN COMMITMENTS AND LETTERS OF CREDIT

We maintain the allowance for unfunded loan commitments and letters of credit at a level we believe is adequate to absorb estimated probable losses related to these unfunded credit facilities. We determine the adequacy of the allowance based on periodic evaluations of the unfunded credit facilities, including an assessment of the probability of commitment usage, credit risk factors, and the terms and expiration dates of the unfunded credit facilities. The allowance for unfunded loan commitments and letters of credit is recorded as a liability on the Consolidated Balance Sheet. Net adjustments to the allowance for unfunded loan commitments and letters of credit are included in the provision for credit losses.

The reserve for unfunded loan commitments is estimated in a manner similar to the methodology used for determining reserves for similar funded exposures. However, there is one important distinction. This distinction lies in the estimation of the amount of these unfunded commitments that will become funded. This is determined using a cash conversion factor or

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loan equivalency factor, which is a statistical estimate of the amount of an unfunded commitment that will fund over a given period of time. Once the future funded amount is estimated, the calculation of the allowance follows similar methodologies to those employed for on-balance sheet exposure.

See Note 5 Asset Quality and Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional information.

EARNINGS PER COMMON SHARE

Basic earnings per common share is calculated using the two-class method to determine income attributable to common shareholders. Unvested share-based payment awards that contain nonforfeitable rights to dividends or dividend equivalents are considered participating securities under the two-class method. Income attributable to common shareholders is then divided by the weighted-average common shares outstanding for the period.

Diluted earnings per common share is calculated under the more dilutive of either the treasury method or the two-class method. For the diluted calculation, we increase the weighted-average number of shares of common stock outstanding by the assumed conversion of outstanding convertible preferred stock and debentures from the beginning of the year or date of issuance, if later, and the number of shares of common stock that would be issued assuming the exercise of stock options and warrants and the issuance of incentive shares using the treasury stock method. These adjustments to the weighted-average number of shares of common stock outstanding are made only when such adjustments will dilute earnings per common share. See Note 13 Earnings Per Share for additional information.

RECENT ACCOUNTING PRONOUNCEMENTS

In April 2011, the FASB issued ASU 2011- 03 –*Transfers and Servicing (Topic 860): Reconsideration of Effective Control for Repurchase Agreements*. This ASU removes from the assessment of effective control (1) the criterion requiring the transferor to have the ability to repurchase or redeem the financial assets on substantially the agreed terms, even in the event of default by the transferee, and (2) the collateral maintenance implementation guidance related to that criterion. Other criteria applicable to the assessment of effective control have not been changed by this ASU. ASU 2011-03 is effective for the first interim or annual period beginning on or after December 15, 2011 and should be applied prospectively to transactions or modifications of existing transactions that occur on or after the effective date. Early adoption is not permitted. The adoption of this new guidance is not expected to have a material effect on our results of operations or financial position.

In April 2011, the FASB issued ASU 2011-02, *Receivables (Topic 310): A Creditor's Determination of Whether a Restructuring Is a Troubled Debt Restructuring*. The ASU clarifies when a loan modification constitutes a troubled debt

restructuring (TDR). This ASU (1) eliminates the sole use of the borrowers' effective interest rate test to determine if a concession has occurred on the part of the creditor, (2) requires a modification with below market terms to be considered in determining classification as a TDR, (3) specifies that a borrower not currently in default may still be experiencing *financial difficulty* when payment default is "probable in the foreseeable future," and (4) specifies that a delay in payment should be considered along with all other factors in determining classification as a TDR. The ASU guidance is effective for interim and annual periods beginning after June 15, 2011 and is to be applied retrospectively to the beginning of the annual period of adoption. We are currently evaluating the impact of this ASU.

In January 2010, the FASB issued ASU 2010-06, *Fair Value Measurements and Disclosures (Topic 820), Improving Disclosures About Fair Value Measurements*. This ASU requires purchases, sales, issuances and settlements to be reported separately in the Level 3 fair value measurement rollforward beginning with the first quarter 2011 reporting. See Note 8 Fair Value for additional information.

In July 2010, the FASB issued ASU 2010-20 – *Receivables (Topic 310) – Disclosures about the Credit Quality of Financing Receivables and the Allowance for Credit Losses*. While the majority of the disclosures within this ASU were already required to be adopted and included in the 2010 Form 10-K, required disclosures about activity that occurs during a reporting period are effective for interim and annual reporting periods beginning on or after December 15, 2010. Comparative disclosures for earlier reporting periods that ended before initial adoption is encouraged. Comparative disclosures for those reporting periods ending after initial adoption are required. See Note 5 Asset Quality and Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional information. The effective date for disclosures related to troubled debt restructurings required by ASU 2010-20 was deferred by ASU 2011-01 – *Receivables (Topic 310): Deferral of the Effective Date of Disclosures about Troubled Debt Restructurings in Update No. 2010-20*, which was issued in January 2011. The disclosures were deferred until the FASB had completed ASU 2011-02. The effective date of the TDR disclosures is now consistent with the effective date of ASU 2011-02.

NOTE 2 DIVESTITURE

SALE OF PNC GLOBAL INVESTMENT SERVICING

On July 1, 2010, we sold PNC Global Investment Servicing Inc. (GIS), a leading provider of processing, technology and business intelligence services to asset managers, broker-dealers and financial advisors worldwide, for \$2.3 billion in cash pursuant to a definitive agreement entered into on February 2, 2010. This transaction resulted in a pretax gain of \$639 million, net of transaction costs, in the third quarter of 2010. Results of operations of GIS through March 31, 2010

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are presented as Income from discontinued operations, net of income taxes, on our Consolidated Income Statement. As part of the sale agreement, PNC has agreed to provide certain transitional services on behalf of GIS until completion of related systems conversion activities. There were no assets or liabilities of GIS remaining at December 31, 2010.

NOTE 3 LOAN SALE AND SERVICING ACTIVITIES AND VARIABLE INTEREST ENTITIES

LOAN SALE AND SERVICING ACTIVITIES

We have transferred residential and commercial mortgage loans in securitization or sales transactions in which we have continuing involvement. These transfers have occurred through Agency securitization, Non-Agency securitization, and whole-loan sale transactions. Agency securitizations consist of securitization transactions with Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), and Government National Mortgage Association (GNMA) (collectively the Agencies). FNMA and FHLMC generally securitize our transferred loans into mortgage-backed securities for sale into the secondary market through special purpose entities (SPEs) they sponsor. We, as an authorized GNMA issuer/servicer, pool loans into mortgage-backed securities for sale into the secondary market. In Non-Agency securitizations, we have transferred loans into securitization SPEs. In other instances third-party investors

have purchased (in whole-loan sale transactions) and subsequently sold our loans into securitization SPEs. Third-party investors have also purchased our loans in whole-loan sale transactions. Securitization SPEs, which are legal entities that are utilized in the Agency and Non-Agency securitization transactions, are VIEs.

Our continuing involvement in the Agency securitizations, Non-Agency securitizations, and whole-loan sale transactions generally consists of servicing, repurchases of previously transferred loans and loss share arrangements, and, in limited circumstances, holding of mortgage-backed securities issued by the securitization SPEs. Refer to Note 3 Loan Sale and Servicing Activities and Variable Interest Entities in our 2010 Form 10-K for additional information regarding our continuing involvement in these transactions. In addition, further details of our repurchase and loss share obligations are contained in Note 17 Commitments and Guarantees.

Certain loans transferred to the Agencies contain removal of account provisions (ROAPs). Under these ROAPs, we hold an option to repurchase at par individual delinquent loans that meet certain criteria. When we have the unilateral ability to repurchase a delinquent loan, effective control over the loan has been regained and we recognize the loan and a corresponding liability on the balance sheet regardless of our intent to repurchase the loan. At March 31, 2011 and December 31, 2010, the balance of our ROAP asset and liability totaled \$256 million and \$336 million, respectively.

Certain Financial Information and Cash Flows Associated with Loan Sale and Servicing Activities

In millions	Residential Mortgages	Commercial Mortgages (a)	Home Equity Loans/Lines (b)
FINANCIAL INFORMATION – March 31, 2011			
Servicing portfolio (c)	\$ 127,246	\$ 163,104	\$ 5,894
Carrying value of servicing assets (d)	1,109	645	2
Servicing advances	503	450	6
Servicing deposits	2,052	3,379	43
Repurchase and recourse obligations (e)	124	56	128
Carrying value of mortgage-backed securities held (f)	2,143	1,871	
FINANCIAL INFORMATION – December 31, 2010			
Servicing portfolio (c)	\$ 125,806	\$ 162,514	\$ 6,041
Carrying value of servicing assets (d)	1,033	665	2
Servicing advances	533	415	21
Servicing deposits	2,661	3,537	61
Repurchase and recourse obligations (e)	144	54	150
Carrying value of mortgage-backed securities held (f)	2,171	1,875	

In millions	Residential Mortgages	Commercial Mortgages (a)	Home Equity Loans/Lines (b)
CASH FLOWS – Three months ended March 31, 2011			
Sales of loans (g)	\$ 3,385	\$ 483	
Repurchases of previously transferred loans (h)	444		\$ 22
Contractual servicing fees received	90	43	6
Servicing advances recovered/(funded), net	30	(35)	15
Cash flows on mortgage-backed securities held (f)	151	97	
CASH FLOWS – Three months ended March 31, 2010			
Sales of loans (g)	\$ 1,930	\$ 342	
Repurchases of previously transferred loans (h)	741		\$ 1
Contractual servicing fees received	109	55	7
Servicing advances recovered/(funded), net	(114)	(55)	6
Cash flows on mortgage-backed securities held (f)	142	37	

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- (a) Represents financial and cash flow information associated with both commercial mortgage loan transfer and servicing activities.
- (b) These activities were part of an acquired brokered home equity business in which PNC is no longer engaged. See Note 17 Commitments and Guarantees for further information.
- (c) For our continuing involvement with residential mortgages and home equity loan/line transfers, amount represents outstanding balance of loans transferred and serviced. For commercial mortgages, amount represents the portion of the overall servicing portfolio in which loans have been transferred by us or third parties to VIEs. It does not include loans serviced by us that were originated by third parties and have not been transferred to a VIE.
- (d) See Note 8 Fair Value and Note 9 Goodwill and Other Intangible Assets for further information.
- (e) Represents liability for our loss exposure associated with loan repurchases for breaches of representations and warranties for our Residential Mortgage Banking and Distressed Assets Portfolio segments, and our commercial mortgage loss share arrangements for our Corporate & Institutional Banking segment. See Note 17 Commitments and Guarantees for further information.
- (f) Represents securities held where PNC transferred to and/or serviced loans for a securitization SPE and we hold securities issued by that SPE.
- (g) There were no gains or losses recognized on the transaction date for sales of residential mortgage and certain commercial mortgage loans as these loans are recognized on the balance sheet at fair value. For transfers of commercial loans not recognized on the balance sheet at fair value, gains/losses recognized on sales of these loans were insignificant for the three months ended March 31, 2011 and March 31, 2010.
- (h) Includes repurchases of insured loans, government guaranteed loans, and loans repurchased through the exercise of our ROAP option.

VARIABLE INTEREST ENTITIES (VIEs)

As discussed in our 2010 Form 10-K, we are involved with various entities in the normal course of business that are deemed to be VIEs. The following provides a summary of VIEs, including those that we have consolidated and those in which we hold variable interests but have not consolidated into our financial statements as of March 31, 2011 and December 31, 2010.

Consolidated VIEs – Carrying Value (a)

March 31, 2011 In millions	Market Street	Credit Card Securitization Trust	Tax Credit Investments (b)	Total
Assets				
Cash and due from banks			\$ 2	\$ 2
Interest-earning deposits with banks		\$ 79	4	83
Investment securities	\$ 110			110
Loans	2,808	1,988		4,796
Allowance for loan and lease losses		(128)		(128)
Equity investments			1,332	1,332
Other assets	375	8	358	741
Total assets	\$ 3,293	\$ 1,947	\$ 1,696	\$6,936
Liabilities				
Other borrowed funds	\$ 2,917	\$ 364	\$ 116	\$3,397
Accrued expenses		34	79	113
Other liabilities	371		344	715
Total liabilities	\$ 3,288	\$ 398	\$ 539	\$4,225

December 31, 2010 In millions	Market Street	Credit Card Securitization Trust	Tax Credit Investments (b)	Total
Assets				
Cash and due from banks			\$ 2	\$ 2
Interest-earning deposits with banks		\$ 284	4	288
Investment securities	\$ 192			192
Loans	2,520	2,125		4,645
Allowance for loan and lease losses		(183)		(183)
Equity investments			1,177	1,177
Other assets	271	9	396	676
Total assets	\$ 2,983	\$ 2,235	\$ 1,579	\$6,797
Liabilities				
Other borrowed funds	\$ 2,715	\$ 523	\$ 116	\$3,354
Accrued expenses		9	79	88
Other liabilities	268		188	456
Total liabilities	\$ 2,983	\$ 532	\$ 383	\$3,898

(a) Amounts represent carrying value on PNC's Consolidated Balance Sheet.

(b) Amounts primarily represent Low Income Housing Tax Credit (LIHTC) investments.

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Assets and Liabilities of Consolidated VIEs (a)

In millions	Aggregate Assets	Aggregate Liabilities
March 31, 2011		
Market Street	\$ 3,982	\$ 3,986
Credit Card Securitization Trust	2,013	585
Tax Credit Investments (b)	1,705	576
December 31, 2010		
Market Street	\$ 3,584	\$ 3,588
Credit Card Securitization Trust	2,269	1,004
Tax Credit Investments (b)	1,590	420

(a) Amounts in this table differ from total assets and liabilities in the preceding "Consolidated VIEs – Carrying Value" table as amounts in the preceding table reflect the elimination of intercompany assets and liabilities.

(b) Amounts primarily represent LIHTC investments.

Non-Consolidated VIEs

In millions	Aggregate Assets	Aggregate Liabilities	PNC Risk of Loss	Carrying Value of Assets	Carrying Value of Liabilities
March 31, 2011					
Tax Credit Investments (a)	\$ 4,248	\$ 2,323	\$ 877	\$ 877 (c)	\$ 351 (d)
Commercial Mortgage-Backed Securitizations (b)	78,144	78,144	2,074	2,074 (e)	
Residential Mortgage-Backed Securitizations (b)	42,856	42,856	2,177	2,172 (e)	5 (d)
Collateralized Debt Obligations	18		1	1 (c)	
Total	\$125,266	\$123,323	\$ 5,129	\$ 5,124	\$ 356

In millions	Aggregate Assets	Aggregate Liabilities	PNC Risk of Loss	Carrying Value of Assets	Carrying Value of Liabilities
December 31, 2010					
Tax Credit Investments (a)	\$ 4,086	\$ 2,258	\$ 782	\$ 782 (c)	\$ 301 (d)
Commercial Mortgage-Backed Securitizations (b)	79,142	79,142	2,068	2,068 (e)	
Residential Mortgage-Backed Securitizations (b)	42,986	42,986	2,203	2,199 (e)	4 (d)
Collateralized Debt Obligations	18		1	1 (c)	
Total	\$126,232	\$124,386	\$ 5,054	\$ 5,050	\$ 305

(a) Amounts primarily represent LIHTC investments. Aggregate assets and aggregate liabilities represent estimated balances due to limited availability of financial information associated with certain acquired partnerships.

(b) Amounts reflect involvement with securitization SPEs where PNC transferred to and/or services loans for a SPE and we hold securities issued by that SPE. We also invest in other mortgage and asset-backed securities issued by third-party VIEs with which we have no continuing involvement. Further information on these securities is included in Note 7 Investment Securities and values disclosed represent our maximum exposure to loss for those securities' holdings.

(c) Included in Equity investments on our Consolidated Balance Sheet.

(d) Included in Other liabilities on our Consolidated Balance Sheet.

(e) Included in Trading securities, Investment securities, Other intangible assets, and Other assets on our Consolidated Balance Sheet.

MARKET STREET

Market Street is a multi-seller asset-backed commercial paper conduit that is owned by an independent third party. Market Street's activities primarily involve purchasing assets or making loans secured by interests in pools of receivables from US corporations that desire access to the commercial paper market. Market Street funds the purchases of assets or loans by issuing commercial paper and is supported by pool-specific credit enhancements, liquidity facilities and program-level credit enhancement. Generally, Market Street mitigates its potential interest rate risk by entering into agreements with its borrowers that reflect interest rates based upon its weighted average commercial paper cost of funds. During 2010 and the first three months of 2011, Market Street met all of its funding needs through the issuance of commercial paper.

PNC Bank, N.A. provides certain administrative services, the program-level credit enhancement and all of the liquidity facilities to Market Street in exchange for fees negotiated based on market rates. Through these arrangements, PNC has the power to direct the activities of the SPE that most significantly affect its economic performance and these arrangements expose PNC to expected losses or residual returns that are significant to Market Street.

The commercial paper obligations at March 31, 2011 and December 31, 2010 were supported by Market Street's assets. While PNC may be obligated to fund under the \$6.7 billion of liquidity facilities for events such as commercial paper market disruptions, borrower bankruptcies, collateral deficiencies or covenant violations, our credit risk under the liquidity facilities is secondary to the risk of first loss provided by the

borrower such as by the over-collateralization of the assets or by another third party in the form of deal-specific credit enhancement. Deal-specific credit enhancement that supports the commercial paper issued by Market Street is generally structured to cover a multiple of expected losses for the pool of assets and is sized to generally meet rating agency standards for comparably structured transactions. In addition, PNC would be required to fund \$1.4 billion of the liquidity facilities if the underlying assets are in default. Market Street creditors have no direct recourse to PNC.

PNC provides program-level credit enhancement to cover net losses in the amount of 10% of commitments, excluding explicitly rated AAA/Aaa facilities. PNC provides 100% of the enhancement in the form of a cash collateral account funded by a loan facility. This facility expires in June 2015. At March 31, 2011, \$689 million was outstanding on this facility. This amount is eliminated in PNC's Consolidated Balance Sheet as we consolidate Market Street. We are not required to nor have we provided additional financial support to the SPE.

CREDIT CARD SECURITIZATION TRUST

We are the sponsor of several credit card securitizations facilitated through a trust. This bankruptcy-remote SPE or VIE was established to purchase credit card receivables from the sponsor and to issue and sell asset-backed securities created by it to independent third-parties. The SPE was financed primarily through the sale of these asset-backed securities. These transactions were originally structured as a form of liquidity and to afford favorable capital treatment. At March 31, 2011, Series 2007-1 and 2008-3 issued by the SPE were outstanding. Series 2006-1 was paid off during the first quarter of 2011.

Our continuing involvement in these securitization transactions consists primarily of holding certain retained interests and acting as the primary servicer. For each securitization series, our retained interests held are in the form of a pro-rata undivided interest, or sellers' interest, in the transferred receivables, subordinated tranches of asset-backed securities, interest-only strips, discount receivables, and subordinated interests in accrued interest and fees in securitized receivables. We have consolidated the SPE as we are deemed the primary beneficiary of the entity based upon our level of continuing involvement. Our role as primary servicer gives us the power to direct the activities of the SPE that most significantly affect its economic performance and our holding of retained interests gives us the obligation to absorb or receive expected losses or residual returns that are significant to the SPE. Accordingly, all retained interests held in the credit card SPE are eliminated in consolidation. The underlying assets of the consolidated SPE are restricted only for payment of the beneficial interest issued by the SPE. We are not required to nor have we provided additional financial support to the SPE. Additionally, creditors of the SPE have no direct recourse to PNC.

TAX CREDIT INVESTMENTS

We make certain equity investments in various limited partnerships or limited liability companies (LLCs) that sponsor affordable housing projects utilizing the LIHTC pursuant to Sections 42 and 47 of the Internal Revenue Code. The purpose of these investments is to achieve a satisfactory return on capital, to facilitate the sale of additional affordable housing product offerings and to assist us in achieving goals associated with the Community Reinvestment Act. The primary activities of the investments include the identification, development and operation of multi-family housing that is leased to qualifying residential tenants. Generally, these types of investments are funded through a combination of debt and equity. We typically invest in these partnerships as a limited partner or non-managing member. We make similar investments in other types of tax credit investments.

Also, we are a national syndicator of affordable housing equity (together with the investments described above, the LIHTC investments). In these syndication transactions, we create funds in which our subsidiaries are the general partner or managing member and sell limited partnership or non-managing member interests to third parties, and in some cases may also purchase a limited partnership or non-managing member interest in the fund and/or provide mezzanine financing to the fund. The purpose of this business is to generate income from the syndication of these funds, generate servicing fees by managing the funds, and earn tax credits to reduce our tax liability. General partner or managing member activities include selecting, evaluating, structuring, negotiating, and closing the fund investments in operating limited partnerships or LLCs, as well as oversight of the ongoing operations of the fund portfolio.

Typically, the general partner or managing member will be the party that has the right to make decisions that will most significantly impact the economic performance of the entity. However, certain partnership or LLC agreements provide the limited partner or non-managing member the ability to remove the general partner or managing member without cause. This results in the limited partner or non-managing member being the party that has the right to make decisions that will most significantly impact the economic performance of the entity. The primary sources of losses and benefits in LIHTC investments are the tax credits, tax benefits due to passive losses on the investments, and development and operating cash flows. We have consolidated LIHTC investments in which we are the general partner or managing member and have a limited partnership interest or non-managing member interest that could potentially absorb losses or receive benefits that are significant. The assets are primarily included in Equity investments and Other assets on our Consolidated Balance Sheet with the liabilities classified in Other liabilities and third party investors' interests included in the Equity section as Noncontrolling interests. Neither creditors nor equity investors in the LIHTC investments have any recourse

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to our general credit. There are no terms or conditions that have required or could require us, as the primary beneficiary, to provide financial support. Also, we have not provided nor do we intend to provide financial or other support to the limited partnership or LLC that we are not contractually obligated to provide. The consolidated aggregate assets and liabilities of these LIHTC investments are provided in the Consolidated VIEs table and reflected in the "Other" business segment.

For tax credit investments in which we do not have the right to make decisions that will most significantly impact the economic performance of the entity, we are not the primary beneficiary and thus they are not consolidated. These investments are disclosed in the Non-Consolidated VIEs table. The table also reflects our maximum exposure to loss. Our maximum exposure to loss is equal to our legally binding equity commitments adjusted for recorded impairment and partnership results. We use the equity method to account for our investment in these entities with the investments reflected in Equity investments on our Consolidated Balance Sheet. In addition, we increase our recognized investments and recognize a liability for all legally binding unfunded equity commitments. These liabilities are reflected in Other liabilities on our Consolidated Balance Sheet.

RESIDENTIAL AND COMMERCIAL MORTGAGE-BACKED SECURITIZATIONS

In connection with each Agency and Non-Agency securitization discussed above, we evaluate each SPE utilized in these transactions for consolidation. In performing these assessments, we evaluate our level of continuing involvement in these transactions as the magnitude of our involvement ultimately determines whether or not we hold a variable interest and/or are the primary beneficiary of the SPE. Factors we consider in our consolidation assessment include the significance of (1) our role as servicer, (2) our holdings of mortgage-backed securities issued by the securitization SPE, and (3) the rights of third-party variable interest holders.

Our first step in our assessment is to determine whether we hold a variable interest in the securitization SPE. We hold a variable interest in an Agency and Non-Agency securitization SPE through our holding of mortgage-backed securities issued by the SPE and/or our repurchase and recourse obligations. Each SPE in which we hold a variable interest is evaluated to determine whether we are the primary beneficiary of the entity. For Agency securitization transactions, our contractual role as servicer does not give us the power to direct the activities that most significantly affect the economic performance of the SPEs. Thus, we are not the primary beneficiary of these entities. For Non-Agency securitization transactions, we would be the primary beneficiary to the extent our servicing activities give us the power to direct the activities that most significantly affect the economic performance of the SPE and we hold a more than insignificant

variable interest in the entity. At March 31, 2011, our level of continuing involvement in Non-Agency securitization SPEs did not result in PNC being deemed the primary beneficiary of any of these entities. Details about the Agency and Non-Agency securitization SPEs where we hold a variable interest and are not the primary beneficiary are included in the table above. Our maximum exposure to loss as a result of our involvement with these SPEs is the carrying value of the mortgage-backed securities, servicing assets, servicing advances, and our liabilities associated with our repurchase and recourse obligations. Creditors of the securitization SPEs have no recourse to PNC's assets or general credit.

NOTE 4 LOANS AND COMMITMENTS TO EXTEND CREDIT

Loans outstanding were as follows:

Loans Outstanding

In millions	March 31 2011	December 31 2010
Commercial lending		
Commercial	\$ 56,602	\$ 55,177
Commercial real estate	17,133	17,934
Equipment lease financing	6,215	6,393
TOTAL COMMERCIAL LENDING	79,950	79,504
Consumer lending		
Home equity	33,656	34,226
Residential real estate	15,333	15,999
Credit card	3,707	3,920
Other	16,741	16,946
TOTAL CONSUMER LENDING	69,437	71,091
Total loans (a) (b)	\$149,387	\$150,595

(a) Net of unearned income, net deferred loan fees, unamortized discounts and premiums, and purchase discounts and premiums totaling \$2.6 billion and \$2.7 billion at March 31, 2011 and December 31, 2010, respectively.

(b) Future accretable yield related to purchased impaired loans is not included in loans outstanding.

At March 31, 2011, we pledged \$15.1 billion of loans to the Federal Reserve Bank and \$32.9 billion of loans to the Federal Home Loan Bank as collateral for the contingent ability to borrow, if necessary. The comparable amounts at December 31, 2010 were \$12.6 billion and \$32.4 billion, respectively.

Net Unfunded Credit Commitments

In millions	March 31 2011	December 31 2010
Commercial and commercial real estate	\$60,150	\$ 59,256
Home equity lines of credit	19,161	19,172
Credit card	14,832	14,725
Other	2,638	2,652
Total	\$96,781	\$ 95,805

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Commitments to extend credit represent arrangements to lend funds or provide liquidity subject to specified contractual conditions. At March 31, 2011, commercial commitments reported above exclude \$16.3 billion of syndications, assignments and participations, primarily to financial institutions. The comparable amount at December 31, 2010 was \$16.7 billion.

Commitments generally have fixed expiration dates, may require payment of a fee, and contain termination clauses in the event the customer's credit quality deteriorates. Based on our historical experience, most commitments expire unfunded, and therefore cash requirements are substantially less than the total commitment.

NOTE 5 ASSET QUALITY AND ALLOWANCES FOR LOAN AND LEASE LOSSES AND UNFUNDED LOAN COMMITMENTS AND LETTERS OF CREDIT

Asset Quality

We closely monitor economic conditions and loan performance trends to manage and evaluate our exposure to credit risk. Trends in delinquency rates are a key indicator, among other considerations, of credit risk within the loan portfolios. The measurement of delinquency status is based on the contractual terms of each loan. Loans that are 30 days or more past due in terms of payment are considered delinquent.

The level of nonperforming assets represents another key indicator of the potential for future credit losses. Nonperforming assets include nonperforming loans, TDRs, and other real estate owned (OREO) and foreclosed assets, but exclude purchased impaired loans. See Note 6 Purchased Impaired Loans for further information.

See Note 1 Accounting Policies for additional delinquency, nonperforming, and charge-off information.

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The following tables display the delinquency status of our loans and our nonperforming assets at March 31, 2011 and December 31, 2010.

Age Analysis of Past Due Accruing Loans

In millions	Accruing					Nonperforming Loans	Purchased Impaired	Total Loans
	Current or Less Than 30 Days Past Due	30- 59 Days Past Due	60- 89 Days Past Due	90 Days Or More Past Due	Total Past Due (a) (b)			
March 31, 2011								
Commercial	\$ 54,892	\$ 208	\$ 56	\$ 49	\$ 313	\$ 1,203	\$ 194	\$ 56,602
Commercial real estate	13,796	315	65	6	386	1,884	1,067	17,133
Equipment lease financing	6,097	72	5		77	41		6,215
Residential real estate	10,795	205	91	174	470	772	3,296	15,333
Home equity	29,824	146	96	165	407	464	2,961	33,656
Credit card	3,576	41	25	65	131			3,707
Other consumer	16,596	60	25	27	112	29	4	16,741
Total	\$ 135,576	\$1,047	\$ 363	\$ 486	\$ 1,896	\$ 4,393	\$ 7,522	\$149,387
Percentage of total loans	90.75%	.70%	.24%	.33%	1.27%	2.94%	5.04%	100.00%
December 31, 2010								
Commercial	\$ 53,273	\$ 251	\$ 92	\$ 59	\$ 402	\$ 1,253	\$ 249	\$ 55,177
Commercial real estate	14,713	128	62	43	233	1,835	1,153	17,934
Equipment lease financing	6,276	37	2	1	40	77		6,393
Residential real estate	11,334	226	107	160	493	818	3,354	15,999
Home equity	30,334	159	91	174	424	448	3,020	34,226
Credit card	3,765	46	32	77	155			3,920
Other consumer	16,752	95	32	28	155	35	4	16,946
Total	\$ 136,447	\$ 942	\$ 418	\$ 542	\$ 1,902	\$ 4,466	\$ 7,780	\$150,595
Percentage of total loans	90.61%	.62%	.28%	.36%	1.26%	2.97%	5.16%	100.00%

(a) Past due loan amounts exclude government insured or guaranteed loans, primarily residential mortgages, totaling \$2.7 billion and \$2.6 billion at March 31, 2011 and December 31, 2010, respectively. These loans are included in the Current category.

(b) Past due loan amounts exclude purchased impaired loans as they are considered performing loans due to the accretion of interest income.

Nonperforming Assets

Dollars in millions	March 31, 2011	December 31, 2010
Nonperforming loans		
Commercial	\$ 1,203	\$ 1,253
Commercial real estate	1,884	1,835
Equipment lease financing	41	77
TOTAL COMMERCIAL LENDING	3,128	3,165
Consumer (a)		
Home equity	464	448
Residential real estate	772	818
Other	29	35
TOTAL CONSUMER LENDING	1,265	1,301
Total nonperforming loans	4,393	4,466
OREO and foreclosed assets		
Other real estate owned (OREO)	802	767
Foreclosed and other assets	63	68
TOTAL FORECLOSED AND OTHER ASSETS	865	835
Total nonperforming assets	\$ 5,258	\$ 5,301
Nonperforming loans to total loans	2.94%	2.97%
Nonperforming assets to total loans, OREO and foreclosed assets	3.50	3.50
Nonperforming assets to total assets	2.03	2.01

(a) Excludes most consumer loans and lines of credit, not secured by residential real estate, which are charged off after 120 to 180 days past due and are not placed on nonperforming status.

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Loans whose contractual terms have been restructured in a manner which grants a concession to a borrower experiencing financial difficulties are considered TDRs. See Note 1 Accounting Policies for additional information. TDRs typically result from our loss mitigation activities and could include rate reductions, principal forgiveness, forbearance and other actions intended to minimize the economic loss and to avoid foreclosure or repossession of collateral. Total nonperforming loans in the table above include TDRs of \$882 million at March 31, 2011 and \$784 million at December 31, 2010.

TDRs returned to performing (accrual) status totaled \$639 million and \$543 million at March 31, 2011 and December 31, 2010, respectively, and are excluded from nonperforming loans. These loans have demonstrated a period of at least six months of consecutive performance under the modified terms.

In addition, credit cards and certain small business and consumer credit agreements whose terms have been modified are TDRs and totalled \$314 million and \$331 million at March 31, 2011 and December 31, 2010, respectively. However, since our policy is to exempt these loans from being placed on nonperforming status as permitted by regulatory guidance, these loans are excluded from nonperforming loans. As such, generally under the modified terms, these loans are directly charged off in the period that they become 120 to 180 days past due. At March 31, 2011 and December 31, 2010, remaining commitments to lend additional funds to debtors whose terms have been modified in a commercial or consumer TDR were immaterial.

Additional Asset Quality Indicators

We have two overall portfolio segments – Commercial Lending and Consumer Lending. Each of these two segments is comprised of one or more loan classes. Classes are characterized by similarities in initial measurement, risk attributes and the manner in which we monitor and assess credit risk. The commercial segment is comprised of the commercial, commercial real estate, equipment lease financing, and commercial purchased impaired loan classes. The consumer segment is comprised of the residential real estate, home equity, credit card, other consumer, and consumer purchased impaired loan classes. Asset quality indicators for each of these loan classes are discussed in more detail below.

Commercial Loan Class

For commercial loans, we monitor the performance of the borrower in a disciplined and regular manner based upon the level of credit risk inherent in the loan. To evaluate the level of credit risk, we assign an internal risk rating reflecting the borrower's PD and LGD. This two-dimensional credit risk- rating methodology provides risk granularity in the monitoring

process on an ongoing basis. We adjust our risk-rating process through updates based on actual experience. The combination of the PD and LGD ratings assigned to a commercial loan, capturing both the combination of expectations of default and loss severity, reflects the relative estimated likelihood of loss for that loan at the reporting date. Loans with low PD and LGD have the lowest likelihood of loss. Conversely, loans with high PD and LGD have the highest likelihood of loss.

Based upon the amount of the lending arrangement and of the credit risk described above, we follow a formal schedule of periodic review. Generally, for higher risk loans this occurs on a quarterly basis, although we have established practices to review such credit risk more frequently, if circumstances warrant.

Commercial Real Estate Loan Class

We manage credit risk associated with our commercial real estate projects and commercial mortgage activities similar to commercial loans by analyzing PD and LGD. However, due to the nature of the collateral, for commercial real estate projects and commercial mortgages, the LGDs tend to be significantly lower than those seen in the commercial class. Additionally, risks connected with commercial real estate projects and commercial mortgage activities tend to be correlated to the loan structure and collateral location, project progress and business environment. As a result, these attributes are also monitored and utilized in assessing credit risk.

As with the commercial class, a quarterly overview is performed to assess geographic, product and loan type concentrations, in addition to industry risk and market and economic concerns. Often as a result of these overviews, more in-depth reviews and increased scrutiny is placed on areas of higher risk, adverse changes in risk ratings, deteriorating operating trends, and/or areas that concern management. The goal of these reviews is to assess risk and take actions to mitigate our exposure to such risks.

Equipment Lease Financing Loan Class

Similar to the other classes of loans within Commercial Lending, loans within the equipment lease financing class undergo a rigorous underwriting process. During this process, a PD and LGD are assigned based on the credit risk.

Based upon the dollar amount of the lease and of the level of credit risk, we follow a formal schedule of periodic review. Generally, this occurs on a quarterly basis, although we have established practices to review such credit risk more frequently, if circumstances warrant. Our review process entails analysis of the following factors: equipment value/residual value, exposure levels, jurisdiction risk, industry risk, guarantor requirements, and regulatory compliance.

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Commercial Purchased Impaired Loans Class

The credit impacts of purchased impaired loans are primarily determined through the estimation of expected cash flows. Commercial cash flow estimates are influenced by a number of credit related items which include but are not limited to: changes in estimated collateral value, receipt of additional collateral, secondary trading prices, circumstances of possible and/or ongoing liquidation, capital availability, business operations and payment patterns.

We attempt to proactively manage these factors by using various procedures that are customized to the risk of a given loan. These procedures include a review by our Special Asset Committee (SAC), ongoing outreach, contact, and assessment of obligor financial conditions, collateral inspection and appraisal.

See Note 6 Purchased Impaired Loans for additional information.

Commercial Lending Asset Quality Indicators

In millions	Pass Rated (a)	Criticized Commercial Loans			Total Loans
		Special Mention (b)	Substandard (c)	Doubtful (d)	
March 31, 2011					
Commercial	\$50,550	\$ 1,850	\$ 3,603	\$ 405	\$56,408
Commercial real estate	10,594	1,193	3,785	494	16,066
Equipment lease financing	5,954	81	168	12	6,215
Purchased impaired loans	122	33	864	242	1,261
Total commercial lending (e)	\$67,220	\$ 3,157	\$ 8,420	\$ 1,153	\$79,950
December 31, 2010					
Commercial	\$48,556	\$ 1,926	\$ 3,883	\$ 563	\$54,928
Commercial real estate	11,014	1,289	3,914	564	16,781
Equipment lease financing	6,121	64	162	46	6,393
Purchased impaired loans	106	35	883	378	1,402
Total commercial lending (e)	\$65,797	\$ 3,314	\$ 8,842	\$ 1,551	\$79,504

(a) Pass Rated assets include loans not classified as "Special Mention," "Substandard," or "Doubtful."

(b) Special Mention rated assets have a potential weakness that deserves management's close attention. If left uncorrected these potential weaknesses may result in deterioration of repayment prospects at some future date. These assets do not expose us to sufficient risk to warrant adverse classification at this time.

(c) Substandard rated assets have a well-defined weakness or weaknesses that jeopardize the collection or liquidation of debt. They are characterized by the distinct possibility that we will sustain some loss if the deficiencies are not corrected.

(d) Doubtful rated assets possess all the inherent weaknesses of a Substandard asset with the additional characteristics that the weakness makes collection or liquidation in full improbable due to existing facts, conditions, and values.

(e) Nonperforming loans are included above based on their applicable category as "Pass," "Special Mention," "Substandard" or "Doubtful."

Residential Real Estate and Home Equity Loan Classes

We use several credit quality indicators, including credit scores, LTV ratios, delinquency rates, loan types and geography to monitor and manage credit risk within the residential real estate and home equity classes. We evaluate mortgage loan performance by source originators and loan servicers. A summary of asset quality indicators follows:

Credit Scores: We use a national third-party provider to update FICO credit scores for residential real estate and home equity loans on at least an annual basis. The updated scores are incorporated into a series of credit monitoring reports and the statistical models that estimate the individual loan risk values.

LTV: We regularly update the property values of real estate collateral and calculate a LTV ratio. This ratio updates our statistical models that estimate individual and class/segment level risk. The LTV ratio tends to indicate potential loss on a given loan and the borrower's likelihood to make payment according to the contractual obligations.

Delinquency Rates: We monitor levels of delinquency rates for residential real estate and home equity loans.

Geography: Geographic concentrations are monitored to evaluate and manage exposures. Loan purchase programs are sensitive to, and focused within, certain regions to manage geographic exposures and associated risks.

The combination of FICO scores, LTV ratios and geographic location assigned to residential real estate and home equity loans are used to estimate the likelihood of loss for that loan at the reporting date. Loans with high FICO scores and low LTVs tend to have the lower likelihood of loss. Conversely, loans with low FICO scores, high LTVs, and in certain geographic locations tend to have a higher likelihood of loss.

At least annually, we obtain an updated property valuations on the real estate secured loans. For open credit lines secured by real estate or facilities in regions experiencing significant declines in property values, more frequent valuations may occur. The property values are monitored to determine LTV migration and those LTV migrations are stratified within various markets. Trends are analyzed to establish appropriate lending criteria to fit within our desired moderate risk profile.

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Consumer Real Estate Secured Asset Quality Indicators

In millions	Higher Risk Loans (a)		All Other Loans		Total Loans	Loans with LTV > 100%	
	Amount	% of Total Loans	Amount	% of Total Loans	Amount	Amount	% of Total Loans
March 31, 2011							
Home equity (b)	\$ 1,070	3%	\$32,586	97%	\$ 33,656	\$ 265	1%
Residential real estate (c)	644	4%	14,689	96%	15,333	1,250	8%
Total (d)	\$ 1,714	3%	\$47,275	97%	\$ 48,989	\$ 1,515	3%
December 31, 2010							
Home equity (b)	\$ 1,203	4%	\$33,023	96%	\$ 34,226	\$ 285	1%
Residential real estate (c)	671	4%	15,328	96%	15,999	1,331	8%
Total (d)	\$ 1,874	4%	\$48,351	96%	\$ 50,225	\$ 1,616	3%

- (a) Higher Risk Loans are defined as loans with a recent FICO credit score of less than or equal to 660 and a LTV ratio greater than or equal to 90%.
- (b) Within the higher risk home equity class at March 31, 2011, approximately 12% were in some stage of delinquency and 7% were in late stage (90+ days) delinquency status. These higher risk loans were concentrated with 31% in Pennsylvania, 13% in Ohio, 12% in New Jersey, 7% in Illinois, 5% in Michigan, and 5% in Kentucky, with the remaining loans dispersed across several other states. At December 31, 2010, approximately 10% were in some stage of delinquency and 6% were in late stage (90+ days) delinquency status. These higher risk loans were concentrated with 28% in Pennsylvania, 13% in Ohio, 11% in New Jersey, 7% in Illinois, 6% in Michigan, and 5% in Kentucky, with the remaining loans dispersed across several other states.
- (c) Within the higher risk residential real estate class at March 31, 2011, approximately 47% were in some stage of delinquency and 38% were in late stage (90+ days) delinquency status. These higher risk loans were concentrated with 23% in California, 11% in Illinois, 11% in Florida, 8% in Maryland, 5% in New Jersey, and 4% each in Ohio, Pennsylvania, and Virginia, with the remaining loans dispersed across several other states. At December 31, 2010, approximately 49% were in some stage of delinquency and 38% were in late stage (90+ days) delinquency status. These higher risk loans were concentrated with 23% in California, 11% in Florida, 11% in Illinois, 8% in Maryland, and 4% each in Ohio, Pennsylvania, and New Jersey, with the remaining loans dispersed across several other states.
- (d) Total loans include purchased impaired loans of \$6.3 billion at March 31, 2011 and \$6.4 billion at December 31, 2010.

Credit Card and Other Consumer Loan Classes

We monitor a variety of asset quality information in the management of the credit card and other consumer loan classes. Other consumer loan classes include education, automobile, and other secured and unsecured lines and loans. Along with the trending of delinquencies and losses for each class, FICO credit score updates are obtained at least annually, as well as a variety of credit bureau attributes.

The combination of FICO scores and delinquency status are used to estimate the likelihood of loss for consumer exposure at the reporting date. Loans with high FICO scores tend to have a lower likelihood of loss. Conversely, loans with low FICO scores tend to have a higher likelihood of loss.

Consumer Purchased Impaired Loans Class

Estimates of the expected cash flows primarily determine the credit impacts of consumer purchased impaired loans. Consumer cash flow estimates are influenced by a number of credit related items which include, but are not limited to, estimated real estate values, payment patterns, FICO scores, economic environment, LTV ratios and the date of origination. These key drivers are monitored regularly to help ensure that concentrations of risk are mitigated and cash flows are maximized.

See Note 6 Purchased Impaired Loans for additional information.

Credit Card and Other Consumer Loan Classes Asset Quality Indicators

Dollars in millions	Credit Card (a)		Other Consumer (b)	
	Amount	% of Total Loans	Amount	% of Total Loans
March 31, 2011				
FICO greater than 719	\$1,834	50%	\$4,208	58%
650 to 719	1,076	29	1,999	27
620 to 649	191	5	308	4
Less than 620	347	9	623	9
Unscored (c)	259	7	136	2
Total loan balance	\$3,707	100%	\$7,274	100%
Weighted average current FICO score (d)	717		715	
December 31, 2010				
FICO greater than 719	\$1,895	48%	\$4,135	58%
650 to 719	1,149	29	1,984	28
620 to 649	183	5	295	4
Less than 620	424	11	652	9
Unscored (c)	269	7	81	1
Total loan balance	\$3,920	100%	\$7,147	100%
Weighted average current FICO score (d)	709		713	

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- (a) At March 31, 2011, we had \$58 million of credit card loans that are higher risk (i.e., loans with FICO scores less than 660 and in late stage (90+ days) delinquency status). Within this portfolio, 19% are located in Ohio, 14% in Michigan, 14% in Pennsylvania, 8% in Illinois, and 7% in Indiana, with the remaining loans dispersed across several other states. At December 31, 2010, we had \$70 million of credit card loans that are higher risk. Within this portfolio, 20% were located in Ohio, 14% in Michigan, 14% in Pennsylvania, 8% in Illinois, and 7% in Indiana, with the remaining loans dispersed across several other states.
- (b) Other consumer loans include non-government guaranteed or insured education loans, automobile loans and other secured and unsecured lines and loans. Other consumer loans for which FICO scores are not used as an asset quality indicator include primarily government guaranteed or insured education loans, as well as consumer loans to high net worth individuals. These loans totaled \$9.5 billion and \$9.8 billion at March 31, 2011 and December 31, 2010, respectively.
- (c) Credit card unscored refers to new accounts issued to borrowers with limited credit history, accounts for which we cannot get an updated FICO (e.g., recent profile changes), cards issued with a business name, and/or collateral secured cards for which FICO scores were not available or required. Management proactively assesses the risk and size of the unscored loan portfolio and, when necessary, takes actions to mitigate the credit risk.
- (d) Weighted average current FICO score excludes accounts with no score.

Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit

We maintain the ALLL and the Allowance for Unfunded Loan Commitments and Letters of Credit at levels that we believe to be adequate to absorb estimated probable credit losses incurred in the portfolios as of the balance sheet date. We use the two main portfolio segments – Commercial Lending and Consumer Lending – and we develop and document the ALLL under separate methodologies for each of these segments as further discussed and presented below.

Allowance for Loan and Lease Losses Components

For purchased non-impaired loans, the ALLL is the sum of three components: asset specific/individual impaired reserves, quantitative (formulaic or pooled) reserves, and qualitative (judgmental) reserves. See Note 6 Purchased Impaired Loans for additional ALLL information. While we make allocations to specific loans and pools of loans, the total reserve is available for all loan and lease losses. Although quantitative modeling factors as discussed below are constantly changing as the financial strength of the borrower and overall economic conditions change, there were no significant changes to our ALLL methodology during the first three months of 2011.

Asset Specific/Individual Component

Nonperforming loans and TDRs are considered impaired and are allocated a specific reserve. See Note 1 Accounting Policies for additional information.

Commercial Lending Quantitative Component

The estimates of the quantitative component of ALLL for exposure within the commercial lending portfolio segment are determined through a statistical loss model utilizing PD, LGD, and EAD. Based upon loan risk ratings we assign PDs and LGDs. Each of these statistical parameters is determined based on historical data and observable factors including those pertaining to specific borrowers that have proven to be

statistically significant in the estimation of incurred losses. PD is influenced by such factors as liquidity, industry, obligor financial structure, access to capital, and cash flow. LGD is influenced by collateral type, LTV, and guarantees by related parties.

Consumer Lending Quantitative Component

Quantitative estimates within the consumer lending portfolio segment are calculated using a roll-rate model based on statistical relationships, calculated from historical data that estimate the movement of loan outstandings through the various stages of delinquency and ultimately charge-off. In general, the estimated rates at which loan outstandings roll from one stage of delinquency to another are dependent on various factors such as FICO, LTV ratios, the current economic environment, and geography. Within the consumer lending portfolio segment, our Asset & Liability Management Group manages \$3.6 billion of purchased mortgage loans that are serviced by third parties. Asset & Liability Management uses a loan loss reserve methodology that uses delinquent balances and a loss severity assumption to calculate the level of pooled loan loss reserves to be held against the portfolio.

Qualitative Component

While our quantitative reserve methodologies strive to reflect all risk factors, there continues to be a certain element of uncertainty associated with, but not limited to, potential imprecision in the estimation process due to the inherent time lag of obtaining information and normal variations between estimates and actual outcomes. We adjust the ALLL in consideration of these factors. The ALLL also includes factors which may not be directly measured in the determination of asset specific or quantitative reserves. Such qualitative factors include:

- Credit quality trends;
- Loss experience in particular portfolios;
- Macro economic factors; and
- Changes in risk selection and underwriting standards.

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Rollforward of Allowance for Loan and Lease Losses and Associated Loan Data

In millions	Commercial Lending	Consumer Lending	Total
March 31, 2011			
ALLOWANCE FOR LOAN AND LEASE LOSSES			
January 1	\$ 2,567	\$ 2,320	\$ 4,887
Charge-offs	(351)	(323)	(674)
Recoveries	103	38	141
Net charge-offs	(248)	(285)	(533)
Provision for credit losses	127	294	421
Net change in allowance for unfunded loan commitments and letters of credit	9	(25)	(16)
March 31	\$ 2,455	\$ 2,304	\$ 4,759
TDRs individually evaluated for impairment	\$ 27	\$ 502	\$ 529
Other loans individually evaluated for impairment	776		776
Loans collectively evaluated for impairment	1,355	1,223	2,578
Purchased impaired loans	297	579	876
March 31	\$ 2,455	\$ 2,304	\$ 4,759
LOAN PORTFOLIO			
TDRs individually evaluated for impairment	\$ 260	\$ 1,575	\$ 1,835
Other loans individually evaluated for impairment	2,848		2,848
Loans collectively evaluated for impairment	75,581	61,601	137,182
Purchased impaired loans	1,261	6,261	7,522
March 31	\$ 79,950	\$69,437	\$149,387
Ratio of the allowance for loan and lease losses to total loans	3.07%	3.32%	3.19%
March 31, 2010			
ALLOWANCE FOR LOAN AND LEASE LOSSES			
January 1	\$ 3,345	\$ 1,727	\$ 5,072
Charge-offs	(547)	(280)	(827)
Recoveries	110	26	136
Net charge-offs	(437)	(254)	(691)
Provision for credit losses	393	358	751
Adoption of ASU 2009-17, Consolidations		141	141
Acquired allowance adjustments	2		2
Net change in allowance for unfunded loan commitments and letters of credit	44		44
March 31	\$ 3,347	\$ 1,972	\$ 5,319
TDRs individually evaluated for impairment	\$ 2	\$ 108	\$ 110
Other loans individually evaluated for impairment	1,140		1,140
Loans collectively evaluated for impairment	1,918	1,547	3,465
Purchased impaired loans	287	317	604
March 31	\$ 3,347	\$ 1,972	\$ 5,319
LOAN PORTFOLIO			
TDRs individually evaluated for impairment	\$ 33	\$ 352	\$ 385
Other loans individually evaluated for impairment	4,016		4,016
Loans collectively evaluated for impairment	76,889	66,303	143,192
Purchased impaired loans	1,826	7,847	9,673
March 31	\$ 82,764	\$74,502	\$157,266
Ratio of the allowance for loan and lease losses to total loans	4.04%	2.65%	3.38%

Originated Impaired Loans

Originated impaired loans exclude leases and smaller balance homogeneous type loans as well as purchased impaired loans, but include acquired loans that are impaired subsequent to acquisition. See Note 6 Purchased Impaired Loans for additional information. We did not recognize any interest income on originated impaired loans, including TDRs that have not returned to performing status,

while they were impaired during the three months ended March 31, 2011 and March 31, 2010. The following table provides further detail on originated impaired loans individually evaluated for reserves and the associated ALLL.

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Originated Impaired Loans

In millions	Unpaid Principal Balance	Recorded Investment	Associated Allowance (a)	Average Recorded Investment (b)
March 31, 2011				
<u>Impaired loans with an associated allowance</u>				
Commercial	\$1,648	\$ 1,132	\$ 374	\$ 1,155
Commercial real estate	2,013	1,492	429	1,469
Residential real estate	625	586	158	525
Home equity	765	671	254	647
Credit card	286	286	84	294
Other consumer	32	32	6	33
Total impaired loans with an associated allowance	\$5,369	\$ 4,199	\$ 1,305	\$ 4,123
<u>Impaired loans without an associated allowance</u>				
Commercial	\$ 105	\$ 71		\$ 73
Commercial real estate	576	413		401
Total impaired loans without an associated allowance	\$ 681	\$ 484		\$ 474
Total impaired loans	\$6,050	\$ 4,683	\$ 1,305	\$ 4,597
December 31, 2010				
<u>Impaired loans with an associated allowance</u>				
Commercial	\$1,769	\$ 1,178	\$ 410	\$ 1,533
Commercial real estate	1,927	1,446	449	1,732
Residential real estate	521	465	122	309
Home equity	622	622	207	448
Credit card	301	301	149	275
Other consumer	34	34	7	30
Total impaired loans with an associated allowance	\$5,174	\$ 4,046	\$ 1,344	\$ 4,327
<u>Impaired loans without an associated allowance</u>				
Commercial	\$ 87	\$ 75		\$ 90
Commercial real estate	525	389		320
Total impaired loans without an associated allowance	\$ 612	\$ 464		\$ 410
Total impaired loans	\$5,786	\$ 4,510	\$ 1,344	\$ 4,737

(a) Associated allowance amounts include \$529 million and \$509 million for TDRs at March 31, 2011 and December 31, 2010, respectively.

(b) Average recorded investment is for the quarter ended March 31, 2011 and year ended December 31, 2010 and does not include the associated allowance.

Allowance for Unfunded Loan Commitments and Letters of Credit

We maintain the allowance for unfunded loan commitments and letters of credit at a level we believe is adequate to absorb estimated probable losses related to these unfunded credit facilities. See Note 1 Accounting Policies for additional information.

Rollforward of Allowance for Unfunded Loan Commitments and Letters of Credit

In millions	2011	2010
January 1	\$188	\$296
Net change in allowance for unfunded loan commitments and letters of credit	16	(44)
March 31	\$204	\$252

NOTE 6 PURCHASED IMPAIRED LOANS

As further described in Note 6 of the 2010 Form 10-K, at December 31, 2008, we identified certain loans related to the National City acquisition, for which there was evidence of credit quality deterioration since origination and it was probable that we would be unable to collect all contractually required principal and interest payments. GAAP requires these loans to be recorded at fair value at acquisition date and prohibits the “carrying over” or the creation of valuation allowances in the initial accounting for such loans acquired in a transfer.

Purchased Impaired Loans

In millions	March 31, 2011		December 31, 2010	
	Recorded Investment	Outstanding Balance	Recorded Investment	Outstanding Balance
Commercial	\$ 194	\$ 348	\$ 249	\$ 408
Commercial real estate	1,067	1,285	1,153	1,391
Consumer	2,965	3,926	3,024	4,121
Residential real estate	3,296	3,688	3,354	3,803
Total	\$ 7,522	\$ 9,247	\$ 7,780	\$ 9,723

The excess of cash flows expected at acquisition over the estimated fair value is referred to as the accretable yield and is recognized in interest income over the remaining life of the loan using the constant effective yield method. The difference between contractually required payments at acquisition and the cash flows expected to be collected at acquisition is referred to as the nonaccretable difference. Changes in the expected cash flows of individual commercial or pooled consumer purchased impaired loans from the date of acquisition will either impact the accretable yield or result in an impairment charge to the provision for credit losses in the period in which the changes become probable. Subsequent decreases to the net present value of expected cash flows will generally result in an impairment charge to the provision for

credit losses, resulting in an increase to the allowance for loan and lease losses, and a reclassification from accretable yield to nonaccretable difference. Prepayments and interest rate decreases for variable rate notes are treated as a reduction of cash flows expected to be collected and a reduction of projections of contractual cash flows such that the nonaccretable difference is not affected. Thus, for decreases in cash flows expected to be collected resulting from prepayments and interest rate decreases for variable rate notes, the effect will be to reduce the yield prospectively.

During the first three months of 2011, \$1 million of provision and \$22 million of charge-offs were recorded on purchased impaired loans. As of March 31, 2011, decreases in the net present value of expected cash flows of purchased impaired loans resulted in an allowance for loan and lease losses of \$876 million on \$5.8 billion of the impaired loans while the remaining \$1.7 billion of impaired loans required no allowance as net present value of expected cash flows improved or remained the same. Subsequent increases in the net present value of cash flows will result in a recovery of any previously recorded allowance for loan and lease losses, to the extent applicable, and a reclassification from nonaccretable difference to accretable yield, which is recognized prospectively. Disposals of loans, which may include sales of loans or foreclosures, result in removal of the loan from the purchased impaired loan portfolio at its carrying amount.

Activity for the accretable yield for the first three months of 2011 follows.

Accretable Yield

In millions	2011
January 1	\$2,185
Accretion (including cash recoveries)	(241)
Net reclassifications to accretable from non-accretable	288
Disposals	(35)
March 31	\$2,197

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NOTE 7 INVESTMENT SECURITIES
Investment Securities Summary

In millions	Amortized Cost	Unrealized		Fair Value
		Gains	Losses	
March 31, 2011				
Securities Available for Sale				
Debt securities				
US Treasury and government agencies	\$ 5,119	\$ 133	\$ (23)	\$ 5,229
Residential mortgage-backed				
Agency	29,519	362	(412)	29,469
Non-agency	7,876	257	(962)	7,171
Commercial mortgage-backed				
Agency	1,305	22	(2)	1,325
Non-agency	1,998	86	(5)	2,079
Asset-backed	3,005	39	(180)	2,864
State and municipal	2,254	43	(63)	2,234
Other debt	3,748	85	(17)	3,816
Total debt securities	54,824	1,027	(1,664)	54,187
Corporate stocks and other	340			340
Total securities available for sale	\$55,164	\$1,027	\$(1,664)	\$54,527
Securities Held to Maturity				
Debt securities				
Commercial mortgage-backed (non-agency)	\$ 4,169	\$ 144	\$ (3)	\$ 4,310
Asset-backed	2,287	34	(1)	2,320
Other debt	9	1		10
Total securities held to maturity	\$ 6,465	\$ 179	\$ (4)	\$ 6,640
December 31, 2010				
Securities Available for Sale				
Debt securities				
US Treasury and government agencies	\$ 5,575	\$ 157	\$ (22)	\$ 5,710
Residential mortgage-backed				
Agency	31,697	443	(420)	31,720
Non-agency	8,193	230	(1,190)	7,233
Commercial mortgage-backed				
Agency	1,763	40	(6)	1,797
Non-agency	1,794	73	(11)	1,856
Asset-backed	2,780	40	(238)	2,582
State and municipal	1,999	30	(72)	1,957
Other debt	3,992	102	(17)	4,077
Total debt securities	57,793	1,115	(1,976)	56,932
Corporate stocks and other	378			378
Total securities available for sale	\$58,171	\$1,115	\$(1,976)	\$57,310
Securities Held to Maturity				
Debt securities				
Commercial mortgage-backed (non-agency)	\$ 4,316	\$ 178	\$ (4)	\$ 4,490
Asset-backed	2,626	51	(1)	2,676
Other debt	10	1		11
Total securities held to maturity	\$ 6,952	\$ 230	\$ (5)	\$ 7,177

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The fair value of investment securities is impacted by interest rates, credit spreads, market volatility and liquidity conditions. Net unrealized gains and losses in the securities available for sale portfolio are included in shareholders' equity as accumulated other comprehensive income or loss, net of tax, unless credit-related.

The following table presents gross unrealized loss and fair value of securities available for sale at March 31, 2011 and December 31, 2010. The securities are segregated between investments that have been in a continuous unrealized loss

position for less than twelve months and twelve months or more based on the point in time the fair value declined below the amortized cost basis. The table includes debt securities where a portion of other-than-temporary impairment (OTTI) has been recognized in accumulated other comprehensive loss.

The gross unrealized loss on debt securities held to maturity was \$4 million at March 31, 2011 and \$5 million at December 31, 2010 with \$608 million and \$675 million of positions in a continuous loss position for less than 12 months at March 31, 2011 and December 31, 2010, respectively.

Gross Unrealized Loss and Fair Value of Securities Available for Sale

In millions	Unrealized loss position less than 12 months		Unrealized loss position 12 months or more		Total	
	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value
March 31, 2011						
Debt securities						
US Treasury and government agencies	\$ (23)	\$ 1,115			\$ (23)	\$ 1,115
Residential mortgage-backed						
Agency	(379)	15,342	\$ (33)	\$ 736	(412)	16,078
Non-agency	(8)	367	(954)	5,485	(962)	5,852
Commercial mortgage-backed						
Agency	(2)	320			(2)	320
Non-agency	(4)	341	(1)	43	(5)	384
Asset-backed	(2)	439	(178)	789	(180)	1,228
State and municipal	(14)	550	(49)	243	(63)	793
Other debt	(15)	883	(2)	13	(17)	896
Total	\$ (447)	\$ 19,357	\$ (1,217)	\$ 7,309	\$ (1,664)	\$26,666
December 31, 2010						
Debt securities						
US Treasury and government agencies	\$ (22)	\$ 398			\$ (22)	\$ 398
Residential mortgage-backed						
Agency	(406)	17,040	\$ (14)	\$ 186	(420)	17,226
Non-agency	(17)	345	(1,173)	5,707	(1,190)	6,052
Commercial mortgage-backed						
Agency	(6)	344			(6)	344
Non-agency	(8)	184	(3)	84	(11)	268
Asset-backed	(5)	441	(233)	776	(238)	1,217
State and municipal	(22)	931	(50)	247	(72)	1,178
Other debt	(14)	701	(3)	13	(17)	714
Total	\$ (500)	\$ 20,384	\$ (1,476)	\$ 7,013	\$ (1,976)	\$27,397

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Evaluating Investments for Other-than-Temporary Impairments

For the securities in the above table, as of March 31, 2011 we do not intend to sell and believe we will not be required to sell the securities prior to recovery of the amortized cost basis.

On at least a quarterly basis, we conduct a comprehensive security-level assessment on all securities in an unrealized loss position to determine if OTTI exists. An unrealized loss exists when the current fair value of an individual security is less than its amortized cost basis. An OTTI loss must be recognized for a debt security in an unrealized loss position if we intend to sell the security or it is more likely than not we will be required to sell the security prior to recovery of its amortized cost basis. In this situation, the amount of loss recognized in income is equal to the difference between the fair value and the amortized cost basis of the security. Even if we do not expect to sell the security, we must evaluate the expected cash flows to be received to determine if we believe a credit loss has occurred. In the event of a credit loss, only the amount of impairment associated with the credit loss is recognized in income. The portion of the unrealized loss relating to other factors, such as liquidity conditions in the market or changes in market interest rates, is recorded in accumulated other comprehensive loss.

Equity securities are also evaluated to determine whether the unrealized loss is expected to be recoverable based on whether evidence exists to support a realizable value equal to or greater than the cost basis. If it is probable that we will not recover the amortized cost basis, taking into consideration the estimated recovery period and our ability to hold the equity security until recovery, OTTI is recognized in earnings equal to the difference between the fair value and the amortized cost basis of the security.

The security-level assessment is performed on each security, regardless of the classification of the security as available for sale or held to maturity. Our assessment considers the security structure, recent security collateral performance metrics if applicable, external credit ratings, failure of the issuer to make scheduled interest or principal payments, our judgment and expectations of future performance, and relevant independent industry research, analysis and forecasts. We also consider the severity of the impairment and the length of time the security has been impaired in our assessment. Results of the periodic assessment are reviewed by a cross-functional senior management team representing Asset & Liability Management, Finance, and Market Risk Management.

The senior management team considers the results of the assessments, as well as other factors, in determining whether the impairment is other-than-temporary.

For debt securities, a critical component of the evaluation for OTTI is the identification of credit-impaired securities, where management does not expect to receive cash flows sufficient to recover the entire amortized cost basis of the security. The paragraphs below describe our process for identifying credit impairment for our most significant categories of securities not backed by the US government or its agencies.

Non-Agency Residential Mortgage-Backed Securities and Asset-Backed Securities Collateralized by First-Lien and Second-Lien Residential Mortgage Loans

Potential credit losses on these securities are evaluated on a security by security basis. Collateral performance assumptions are developed for each security after reviewing collateral composition and collateral performance statistics. This includes analyzing recent delinquency roll rates, loss severities, voluntary prepayments, and various other collateral and performance metrics. This information is then combined with general expectations on the housing market and other economic factors to develop estimates of future performance.

Security level assumptions for prepayments, loan defaults, and loss given default are applied to every security using a third-party cash flow model. The third-party cash flow model then generates projected cash flows according to the structure of each security. Based on the results of the cash flow analysis, we determine whether we will recover the amortized cost basis of our security.

Credit Impairment Assessment Assumptions – Non-Agency Residential Mortgage-Backed and Asset-Backed Securities (a)

March 31, 2011	Range	Weighted-average (b)
Long-term prepayment rate (annual CPR)		
Prime	7-20%	14%
Alt-A	3-12	5
Remaining collateral expected to default		
Prime	1-54%	20 %
Alt-A	3-89	44
Loss severity		
Prime	14-72%	46 %
Alt-A	29-85	58

(a) Collateralized by first and second-lien non-agency residential mortgage loans.

(b) Calculated by weighting the relevant assumption for each individual security by the current outstanding cost basis of the security.

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Non-Agency Commercial Mortgage-Backed Securities

Credit losses on these securities are measured using property-level cash flow projections and forward-looking property valuations. Cash flows are projected using a detailed analysis of net operating income (NOI) by property type which, in turn, is based on the analysis of NOI performance over the past several business cycles combined with PNC's economic outlook for the current cycle. Loss severities are based on property price projections, which are calculated using capitalization rate projections. The capitalization rate projections are based on a combination of historical capitalization rates and expected capitalization rates implied by current market activity, our outlook and relevant independent industry research, analysis and forecast. Securities exhibiting weaker performance within the model are subject to further analysis. This analysis is performed at the loan level, and includes assessing local market conditions, reserves, occupancy, rent rolls and master/special servicer details.

During the first quarter of 2011 and 2010, the OTTI credit losses recognized in noninterest income related to estimated credit losses on securities that we do not expect to sell were as follows:

Summary of OTTI Credit Losses Recognized in Earnings

In millions	Three months ended March 31	
	2011	2010
Available for sale securities:		
Non-agency residential mortgage-backed	\$ (28)	\$ (73)
Asset-backed	(5)	(43)
Other debt	(1)	
Total	\$ (34)	\$ (116)

Summary of OTTI Noncredit (Losses) Recoveries Included in Accumulated Other Comprehensive Loss

In millions	Three months ended March 31	
	2011	2010
Total	\$ 4	\$ (124)

The following table presents a rollforward of the cumulative OTTI credit losses recognized in earnings for all debt securities for which a portion of an OTTI loss was recognized in accumulated other comprehensive loss:

Rollforward of Cumulative OTTI Credit Losses Recognized in Earnings

In millions	Non-agency residential mortgage-backed	Non-agency commercial mortgage-backed	Asset-backed	Other debt	Total
For the three months ended March 31, 2011					
December 31, 2010	\$ (709)	\$ (11)	\$ (223)	\$ (12)	\$(955)
Loss where impairment was not previously recognized	(3)			(1)	(4)
Additional loss where credit impairment was previously recognized	(25)		(5)		(30)
Reduction due to credit impaired securities sold		5			5
March 31, 2011	\$ (737)	\$ (6)	\$ (228)	\$ (13)	\$(984)

In millions	Non-agency residential mortgage-backed	Non-agency commercial mortgage-backed	Asset-backed	Other debt	Total
For the three months ended March 31, 2010					
December 31, 2009	\$ (479)	\$ (6)	\$(145)	\$(12)	\$(642)
Loss where impairment was not previously recognized	(12)		(5)		(17)
Additional loss where credit impairment was previously recognized	(61)		(38)		(99)
Reduction due to credit impaired securities sold	12				12
March 31, 2010	\$ (540)	\$ (6)	\$(188)	\$(12)	\$(746)

Information relating to gross realized securities gains and losses from the sales of securities is set forth in the following table.

Gains (Losses) on Sales of Securities Available for Sale

In millions	Proceeds	Gross Gains	Gross Losses	Net Gains	Tax Expense
For the three months ended March 31					
2011	\$8,178	\$109	\$ (72)	\$ 37	\$ 13
2010	6,040	144	(54)	90	31

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The following table presents, by remaining contractual maturity, the amortized cost, fair value and weighted-average yield of debt securities March 31, 2011.

Contractual Maturity of Debt Securities

March 31, 2011 Dollars in millions	1 Year or Less	After 1 Year through 5 Years	After 5 Years through 10 Years	After 10 Years	Total
SECURITIES AVAILABLE FOR SALE					
US Treasury and government agencies	\$ 50	\$ 1,921	\$ 2,722	\$ 426	\$ 5,119
Residential mortgage-backed					
Agency		31	1,358	28,130	29,519
Non-agency			32	7,844	7,876
Commercial mortgage-backed					
Agency		684	616	5	1,305
Non-agency		125		1,873	1,998
Asset-backed	1	449	476	2,079	3,005
State and municipal	36	137	330	1,751	2,254
Other debt	40	2,321	914	473	3,748
Total debt securities available for sale	\$ 127	\$ 5,668	\$ 6,448	\$42,581	\$54,824
Fair value	\$ 126	\$ 5,785	\$ 6,592	\$41,684	\$54,187
Weighted-average yield, GAAP basis	1.83%	2.76%	3.41%	4.15%	3.92%
SECURITIES HELD TO MATURITY					
Commercial mortgage-backed (non-agency)	\$ 144	\$ 55	\$ 74	\$ 3,896	\$ 4,169
Asset-backed	80	1,659	212	336	2,287
Other debt		1	6	2	9
Total debt securities held to maturity	\$ 224	\$ 1,715	\$ 292	\$ 4,234	\$ 6,465
Fair value	\$ 232	\$ 1,745	\$ 297	\$ 4,366	\$ 6,640
Weighted-average yield, GAAP basis	4.36%	2.56%	2.17%	4.87%	4.12%

Based on current interest rates and expected prepayment speeds, the weighted-average expected maturity of mortgage and other asset-backed debt securities were as follows as of March 31, 2011:

Weighted-Average Expected Maturity of Mortgage and Other Asset-Backed Debt Securities

	March 31, 2011
Agency mortgage-backed securities	5.1 years
Non-agency mortgage-backed securities	4.9 years
Agency commercial mortgage-backed securities	5.1 years
Non-agency commercial mortgage-backed securities	3.0 years
Asset-backed securities	3.1 years

Weighted-average yields are based on historical cost with effective yields weighted for the contractual maturity of each security.

The following table presents the fair value of securities that have been either pledged to or accepted from others to collateralize outstanding borrowings.

Fair Value of Securities Pledged and Accepted as Collateral

In millions	March 31, 2011	December 31, 2010
Pledged to others	\$ 24,607	\$ 27,985
Accepted from others:		
Permitted by contract or custom to sell or repledge	2,174	3,529
Permitted amount repledged to others	939	1,971

The securities pledged to others include positions held in our portfolio of investment securities, trading securities, and securities accepted as collateral from others that we are permitted by contract or custom to sell or repledge, and were used to secure public and trust deposits, repurchase agreements, and for other purposes. The securities accepted from others that we are permitted by contract or custom to sell or repledge are a component of Federal funds sold and resale agreements on our Consolidated Balance Sheet.

NOTE 8 FAIR VALUE

Fair Value Measurement

Fair value is defined in GAAP as the price that would be received to sell an asset or the price paid to transfer a liability on the measurement date. The standard focuses on the exit price in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. GAAP establishes a fair value reporting hierarchy to maximize the use of observable inputs when measuring fair value and defines the three levels of inputs as noted below.

Level 1

Quoted prices in active markets for identical assets or liabilities. Level 1 assets and liabilities may include debt securities, equity securities and listed derivative contracts that are traded in an active exchange market and certain US government agency securities that are actively traded in over-the-counter markets.

Level 2

Observable inputs other than Level 1 such as: quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated to observable market data for substantially the full term of the asset or liability. Level 2 assets and liabilities may include debt securities, equity securities and listed derivative contracts with quoted prices that are traded in markets that are not active, and certain debt and equity securities and over-the-counter derivative contracts whose fair value is determined using a pricing model without significant unobservable inputs. This category generally includes agency residential and commercial mortgage-backed debt securities, asset-backed securities, corporate debt securities, residential mortgage loans held for sale, and derivative contracts.

Level 3

Unobservable inputs that are supported by minimal or no market activity and that are significant to the fair value of the assets or liabilities. Level 3 assets and liabilities may include financial instruments whose value is determined using pricing models with internally developed assumptions, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation. This category generally includes certain available for sale and trading securities, commercial mortgage loans held for sale, private equity investments, residential mortgage servicing rights, BlackRock Series C Preferred Stock and certain financial derivative contracts. The available for sale and trading securities within Level 3 include non-agency residential mortgage-backed securities, auction rate securities, certain private-issuer asset-backed securities and corporate debt

securities. Nonrecurring items, primarily certain nonaccrual and other loans held for sale, commercial mortgage servicing rights, equity investments and other assets are also included in this category.

We characterize active markets as those where transaction volumes are sufficient to provide objective pricing information, with reasonably narrow bid/ask spreads and where dealer quotes received do not vary widely and are based on current information. Inactive markets are typically characterized by low transaction volumes, price quotations which vary substantially among market participants or are not based on current information, wide bid/ask spreads, a significant increase in implied liquidity risk premiums, yields, or performance indicators for observed transactions or quoted prices compared to historical periods, a significant decline or absence of a market for new issuance, or any combination of the above factors. We also consider nonperformance risks including credit risk as part of our valuation methodology for all assets and liabilities measured at fair value.

Any models used to determine fair values or to validate dealer quotes based on the descriptions below are subject to review and independent testing as part of our model validation and internal control testing processes. Our Model Validation Committee tests significant models on at least an annual basis. In addition, we have teams, independent of the traders, verify marks and assumptions used for valuations at each period end.

Securities Available for Sale and Trading Securities

Securities accounted for at fair value include both the available for sale and trading portfolios. We use prices obtained from pricing services, dealer quotes or recent trades to determine the fair value of securities. For 53% of our positions, we use prices obtained from pricing services provided by third party vendors. For an additional 12% of our positions, we use prices obtained from the pricing services as the primary input into the valuation process. One of the vendors' prices are set with reference to market activity for highly liquid assets such as agency mortgage-backed securities, and matrix pricing for other assets, such as CMBS and asset-backed securities. Another vendor primarily uses pricing models considering adjustments for ratings, spreads, matrix pricing and prepayments for the instruments we value using this service, such as non-agency residential mortgage-backed securities, agency adjustable rate mortgage securities, agency CMOs and municipal bonds. Management uses various methods and techniques to corroborate prices obtained from pricing services and dealers, including reference to other dealer or market quotes, by reviewing valuations of comparable instruments, or by comparison to internal valuations. Dealer quotes received are typically non-binding. In circumstances where relevant market prices are limited or unavailable, valuations may require significant management judgments or adjustments to determine fair value. In these cases, the securities are classified as Level 3.

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The valuation techniques used for securities classified as Level 3 include using a discounted cash flow approach or, in certain instances, identifying a proxy security, market transaction or index. For certain security types, primarily non-agency residential securities, the fair value methodology incorporates values obtained from a discounted cash flow model. The modeling process incorporates assumptions management believes market participants would use to value the security under current market conditions. The assumptions used include prepayment projections, credit loss assumptions, and discount rates, which include a risk premium due to liquidity and uncertainty that are based on both observable and unobservable inputs. We use the discounted cash flow analysis, in conjunction with other relevant pricing information obtained from either pricing services or broker quotes to establish the fair value that management believes is representative under current market conditions. For purposes of determining fair value at March 31, 2011 and December 31, 2010, the relevant pricing service information was the predominant input.

In the proxy approach, the proxy selected has similar credit, tenor, duration, pricing and structuring attributes to the PNC position. The price, market spread, or yield on the proxy is then used to calculate an indicative market price for the security. Depending on the nature of the PNC position and its attributes relative to the proxy, management may make additional adjustments to account for market conditions, liquidity, and nonperformance risk, based on various inputs including recent trades of similar securities, single dealer quotes, and/or other observable and unobservable inputs.

Financial Derivatives

Exchange-traded derivatives are valued using quoted market prices and are classified as Level 1. However, the majority of derivatives that we enter into are executed over-the-counter and are valued using internal models. Readily observable market inputs to these models can be validated to external sources, including industry pricing services, or corroborated through recent trades, dealer quotes, yield curves, implied volatility or other market-related data. Certain derivatives, such as total rate of return swaps, are corroborated to the CMBX index. These derivatives are classified as Level 2. Derivatives priced using significant management judgment or assumptions are classified as Level 3.

The fair values of our derivatives are adjusted for nonperformance risk including credit risk as appropriate. Our nonperformance risk adjustment is computed using new loan pricing and considers externally available bond spreads, in conjunction with internal historical recovery observations. The credit risk adjustment is not currently material to the overall derivatives valuation.

Residential Mortgage Loans Held for Sale

We have elected to account for certain residential mortgage loans originated for sale on a recurring basis at fair value. Residential mortgage loans are valued based on quoted market prices, where available, prices for other traded mortgage loans with similar characteristics, and purchase commitments and bid information received from market participants. These loans are regularly traded in active markets and observable pricing information is available from market participants. The prices are adjusted as necessary to include the embedded servicing value in the loans and to take into consideration the specific characteristics of certain loans that are priced based on the pricing of similar loans. These adjustments represent unobservable inputs to the valuation but are not considered significant to the fair value of the loans. Accordingly, residential mortgage loans held for sale are classified as Level 2.

Residential Mortgage Servicing Rights

Residential mortgage servicing rights (MSRs) are carried at fair value on a recurring basis. Currently, these residential MSRs do not trade in an active open market with readily observable prices. Although sales of servicing assets do occur, the precise terms and conditions typically would not be available. Accordingly, management determines the fair value of its residential MSRs using a discounted cash flow model incorporating assumptions about loan prepayment rates, discount rates, servicing costs, and other economic factors. As part of the pricing process, management compares its fair value estimates to third-party valuations on a quarterly basis to assess the reasonableness of the fair values calculated by its internal valuation models. Due to the nature of the valuation inputs, residential MSRs are classified as Level 3.

Commercial Mortgage Loans Held for Sale

We account for certain commercial mortgage loans classified as held for sale at fair value. The election of the fair value option aligns the accounting for the commercial mortgages with the related hedges. At origination, these loans were intended for securitization.

We determine the fair value of commercial mortgage loans held for sale by using a whole loan methodology. Fair value is determined using sale valuation assumptions that management believes a market participant would use in pricing the loans. When available, valuation assumptions included observable inputs based on whole loan sales. Adjustments are made to these assumptions to account for situations when uncertainties exist, including market conditions and liquidity. Credit risk is included as part of our valuation process for these loans by considering expected rates of return for market participants for similar loans in the marketplace. Based on the significance of unobservable inputs, we classified this portfolio as Level 3.

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Equity Investments

The valuation of direct and indirect private equity investments requires significant management judgment due to the absence of quoted market prices, inherent lack of liquidity and the long-term nature of such investments. The carrying values of direct and affiliated partnership interests reflect the expected exit price and are based on various techniques including multiples of adjusted earnings of the entity, independent appraisals, anticipated financing and sale transactions with third parties, or the pricing used to value the entity in a recent financing transaction. We value indirect investments in private equity funds based on net asset value as provided in the financial statements that we receive from their managers. Due to the time lag in our receipt of the financial information and based on a review of investments and valuation techniques applied, adjustments to the manager-provided value are made when available recent portfolio company information or market information indicates a significant change in value from that provided by the manager of the fund. These investments are classified as Level 3.

Customer Resale Agreements

We have elected to account for structured resale agreements, which are economically hedged using free-standing financial

derivatives, at fair value. The fair value for structured resale agreements is determined using a model which includes observable market data such as interest rates as inputs. Readily observable market inputs to this model can be validated to external sources, including yield curves, implied volatility or other market-related data. These instruments are classified as Level 2.

BlackRock Series C Preferred Stock

We have elected to account for the 2.9 million shares of the BlackRock Series C Preferred Stock received in a stock exchange with BlackRock at fair value. The Series C Preferred Stock economically hedges the BlackRock LTIP liability that is accounted for as a derivative. The fair value of the Series C Preferred Stock is determined using a third-party modeling approach, which includes both observable and unobservable inputs. This approach considers expectations of a default/liquidation event and the use of liquidity discounts based on our inability to sell the security at a fair, open market price in a timely manner. Although dividends are equal to common shares and other preferred series, significant transfer restrictions exist on our Series C shares for any purpose other than to satisfy the LTIP obligation. Due to the significance of unobservable inputs, this security is classified as Level 3.

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Assets and liabilities measured at fair value on a recurring basis, including instruments for which PNC has elected the fair value option, follow.

Fair Value Measurements – Summary

In millions	March 31, 2011				December 31, 2010			
	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
Assets								
Securities available for sale								
US Treasury and government agencies	\$4,808	\$ 421		\$ 5,229	\$5,289	\$ 421		\$ 5,710
Residential mortgage-backed								
Agency		29,469		29,469		31,720		31,720
Non-agency			\$ 7,171	7,171			\$ 7,233	7,233
Commercial mortgage-backed								
Agency		1,325		1,325		1,797		1,797
Non-agency		2,079		2,079		1,856		1,856
Asset-backed		1,840	1,024	2,864		1,537	1,045	2,582
State and municipal		1,893	341	2,234		1,729	228	1,957
Other debt		3,743	73	3,816		4,004	73	4,077
Total debt securities	4,808	40,770	8,609	54,187	5,289	43,064	8,579	56,932
Corporate stocks and other	249	90	1	340	307	67	4	378
Total securities available for sale	5,057	40,860	8,610	54,527	5,596	43,131	8,583	57,310
Financial derivatives (a) (b)								
Interest rate contracts		4,846	41	4,887		5,502	68	5,570
Other contracts		180	9	189		178	9	187
Total financial derivatives		5,026	50	5,076		5,680	77	5,757
Residential mortgage loans held for sale (c)		1,826		1,826		1,878		1,878
Trading securities (d)								
Debt (e)	1,550	600	60	2,210	1,348	367	69	1,784
Equity	44			44	42			42
Total trading securities	1,594	600	60	2,254	1,390	367	69	1,826
Residential mortgage servicing rights (f)			1,109	1,109			1,033	1,033
Commercial mortgage loans held for sale (c)			858	858			877	877
Equity investments								
Direct investments			794	794			749	749
Indirect investments (g)			663	663			635	635
Total equity investments			1,457	1,457			1,384	1,384
Customer resale agreements (h)		823		823		866		866
Loans (i)		227	2	229		114	2	116
Other assets								
BlackRock Series C Preferred Stock (j)			447	447			396	396
Other		460	8	468		450	7	457
Total other assets		460	455	915		450	403	853
Total assets	\$6,651	\$49,822	\$12,601	\$69,074	\$6,986	\$52,486	\$12,428	\$71,900
Liabilities								
Financial derivatives (b) (k)								
Interest rate contracts		\$ 3,666	\$ 18	\$ 3,684		\$ 4,302	\$ 56	\$ 4,358
BlackRock LTIP			447	447			396	396
Other contracts		180	11	191		173	8	181
Total financial derivatives		3,846	476	4,322		4,475	460	4,935
Trading securities sold short (l)								
Debt (e)	\$1,211	33		1,244	\$2,514	16		2,530
Equity								
Total trading securities sold short	1,211	33		1,244	2,514	16		2,530
Other liabilities		3		3		6		6
Total liabilities	\$1,211	\$ 3,882	\$ 476	\$ 5,569	\$2,514	\$ 4,497	\$ 460	\$ 7,471

(a) Included in Other assets on our Consolidated Balance Sheet.

(b) Amounts at March 31, 2011 and December 31, 2010 are presented gross and are not reduced by the impact of legally enforceable master netting agreements that allow PNC to net positive and negative positions and cash collateral held or placed with the same counterparty. At March 31, 2011 and December 31, 2010, respectively, the net asset amounts were \$1.6 billion and \$1.9 billion and the net liability amounts were \$0.9 billion and \$1.1 billion.

(c) Included in Loans held for sale on our Consolidated Balance Sheet. PNC has elected the fair value option for certain commercial and residential mortgage loans held for sale.

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- (d) Fair value includes net unrealized gains of \$11 million at March 31, 2011 compared with net unrealized losses of \$17 million at December 31, 2010.
(e) Approximately 70% of these securities are US Treasury and government agencies securities at March 31, 2011.
(f) Included in Other intangible assets on our Consolidated Balance Sheet.
(g) The indirect equity funds are not redeemable, but PNC receives distributions over the life of the partnership from liquidation of the underlying investments by the investee.
(h) Included in Federal funds sold and resale agreements on our Consolidated Balance Sheet. PNC has elected the fair value option for these items.
(i) Included in Loans on our Consolidated Balance Sheet.
(j) PNC has elected the fair value option for these shares.
(k) Included in Other liabilities on our Consolidated Balance Sheet.
(l) Included in Other borrowed funds on our Consolidated Balance Sheet.

Reconciliations of assets and liabilities measured at fair value on a recurring basis using Level 3 inputs for the three months ended March 31, 2011 and 2010 follow.

Three Months Ended March 31, 2011

Level 3 Instruments Only In millions	Total realized / unrealized gains or losses (a)							Fair Value March 31, 2011	(*) Attributable to unrealized gains or losses related to assets and liabilities held at March 31, 2011	
	Fair Value Dec. 31, 2010	Included in Earnings (*)	Included in other comprehensive income	Purchases	Sales	Issuances	Settlements			
Assets										
Securities available for sale										
Residential mortgage-backed non-agency	\$ 7,233	\$ (6)	\$ 255	\$ 42				\$ (353)	\$ 7,171	\$ (28)
Asset-backed	1,045	(3)	54					(72)	1,024	(5)
State and municipal	228		2	116				(5)	341	
Other debt	73	(1)	2		\$ (1)				73	(1)
Corporate stocks and other	4							(3)	1	
Total securities available for sale	8,583	(10)	313	158	(1)			(433)	8,610	(34)
Financial derivatives	77	43						(70)	50	38
Trading securities – Debt	69	(4)						(5)	60	(5)
Residential mortgage servicing rights	1,033	36		48		\$ 39		(47)	1,109	35
Commercial mortgage loans held for sale	877	(7)			(7)			(5)	858	(6)
Equity investments										
Direct investments	749	13		47	(15)				794	11
Indirect investments	635	44		11	(27)				663	42
Total equity investments	1,384	57		58	(42)				1,457	53
Loans	2								2	
Other assets										
BlackRock Series C Preferred Stock	396	51							447	51
Other	7			1					8	
Total other assets	403	51		1					455	51
Total assets	\$12,428	\$ 166	\$ 313	\$ 265	\$ (50)	\$ 39	\$ (560)		\$12,601	\$ 132
Total liabilities (c)	\$ 460	\$ 64			\$ 3		\$ (51)		\$ 476	\$ 64

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Three Months Ended March 31, 2010

Level 3 Instruments Only In millions	Total realized / unrealized gains or losses (a)						Fair Value March 31, 2010	(*) Attributable to unrealized gains or losses related to assets and liabilities held at March 31, 2010
	Fair Value December 31, 2009	Included in Earnings (*)	Included in other comprehensive income	Purchases, issuances, and settlements, net	Transfers into Level 3 (b)	Transfers out of Level 3 (b)		
Assets								
Securities available for sale								
Residential mortgage-backed agency	\$ 5			\$ (5)				
Residential mortgage-backed non-agency	8,302	\$ (69)	\$ 285	(808)			\$ 7,710	\$ (73)
Commercial mortgage-backed non-agency	6				\$ 2	\$ (5)	3	
Asset-backed	1,254	(43)	57	(81)			1,187	(43)
State and municipal	266		(6)	11	1		272	
Other debt	53		3	(2)	29		83	
Corporate stocks and other	47		(1)	1			47	
Total securities available for sale	9,933	(112)	338	(884)	32	(5)	9,302	(116)
Financial derivatives	50	36					86	51
Trading securities – Debt	89	(4)		(8)			77	(4)
Residential mortgage servicing rights	1,332	(35)		(26)			1,271	(34)
Commercial mortgage loans held for sale	1,050	9		(18)			1,041	9
Equity investments								
Direct investments	595	25		(18)			602	15
Indirect investments	593	17		(4)			606	11
Total equity investments	1,188	42		(22)			1,208	26
Other assets								
BlackRock Series C Preferred Stock	486	(30)		(4)			452	
Other	23		(3)	(11)			9	
Total other assets	509	(30)	(3)	(15)			461	
Total assets	\$ 14,151	\$ (94)	\$ 335	\$ (973)	\$ 32	\$ (5)	\$13,446	\$ (68)
Total liabilities (c)	\$ 506	\$ (14)		\$ 2			\$ 494	\$ 27

(a) Losses for assets are bracketed while losses for liabilities are not.

(b) PNC's policy is to recognize transfers in and transfers out as of the end of the reporting period.

(c) Financial derivatives.

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Net gains (realized and unrealized) included in earnings relating to Level 3 assets and liabilities were \$102 million for the first three months of 2011 compared with net losses of \$80 million for the first three months of 2010. These amounts included net unrealized gains of \$68 million and amortization and accretion of \$24 million for the first three months of 2011 compared with net unrealized losses of \$95 million and amortization and accretion of \$32 million for the first three months of 2010. The amortization and accretion amounts were included in interest income, and all other amounts were included in noninterest income on the Consolidated Income Statement.

During the first three months of 2011 and 2010, no material transfers of assets or liabilities between the hierarchy levels occurred.

Nonrecurring Fair Value Changes

We may be required to measure certain other financial assets at fair value on a nonrecurring basis. These adjustments to fair value usually result from the application of lower-of-cost-or-fair value accounting or write-downs of individual assets due to impairment.

The amounts below for nonaccrual loans represent the carrying value of loans for which adjustments are primarily based on the appraised value of collateral or the net book

value of the collateral from the borrower's most recent financial statements if no appraisal is available. If an appraisal is outdated due to changed project or market conditions, or if the net book value is utilized, management applies internal assumptions in determining fair value. The amounts below for loans held for sale represent the carrying value of loans for which adjustments are primarily based on observable market data, management's internal assumptions or the appraised value of collateral. The fair value determination of the equity investment resulting in an impairment loss included below was based on observable market data for other comparable entities as adjusted for internal assumptions and unobservable inputs. The amounts below for commercial mortgage servicing rights reflect an impairment of three strata at March 31, 2011 and at December 31, 2010, respectively. The fair value of commercial mortgage servicing rights is estimated by using an internal valuation model. The model calculates the present value of estimated future net servicing cash flows considering estimates of servicing revenue and costs, discount rates and prepayment speeds. The amounts below for long-lived assets held for sale represent the carrying value of the asset for which adjustments are primarily based upon the most recent appraised value or, if the net book value is utilized, management applies internal assumptions in determining fair value.

Fair Value Measurements – Nonrecurring (a)

In millions	Fair Value		Gains (Losses) Three months ended	
	March 31 2011	December 31 2010	March 31 2011	March 31 2010
Assets				
Nonaccrual loans	\$ 458	\$ 429	\$ (71)	\$ (34)
Loans held for sale	60	350	(1)	(2)
Equity investments (b)		3		
Commercial mortgage servicing rights	627	644	(35)	(4)
Other intangible assets		1		
Foreclosed and other assets	149	245	(29)	(30)
Long-lived assets held for sale	33	25	(1)	(9)
Total assets	\$ 1,327	\$ 1,697	\$ (137)	\$ (79)

(a) All Level 3.

(b) Includes LIHTC and other equity investments.

Fair Value Option

Refer to the Fair Value Measurement section of this Note 8 regarding the fair value of commercial mortgage loans held for sale, residential mortgage loans held for sale, customer resale agreements, and BlackRock Series C Preferred Stock.

Commercial Mortgage Loans Held for Sale

Interest income on these loans is recorded as earned and reported on the Consolidated Income Statement in other interest income. The impact on earnings of offsetting economic hedges is not reflected in these amounts. Changes in fair value due to instrument-specific credit risk for both the first three months of 2011 and 2010 were not material.

Residential Mortgage Loans Held for Sale

Interest income on these loans is recorded as earned and reported on the Consolidated Income Statement in other interest income. Throughout 2010 and the first three months of 2011, certain residential mortgage loans for which we elected the fair value option were subsequently reclassified to portfolio loans. Changes in fair value due to instrument-specific credit risk for the first three months of 2011 and 2010 were not material.

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Customer Resale Agreements

Interest income on structured resale agreements is reported on the Consolidated Income Statement in other interest income. Changes in fair value due to instrument-specific credit risk for both the first three months of 2011 and 2010 were not material.

The changes in fair value included in noninterest income for items for which we elected the fair value option follow.

Fair Value Option – Changes in Fair Value (a)

In millions	Gains (Losses) Three months ended	
	March 31 2011	March 31 2010
Assets		
Customer resale agreements	\$ (8)	\$ 1
Commercial mortgage loans held for sale	(7)	9
Residential mortgage loans held for sale	48	46
Residential mortgage loans – portfolio	10	2
BlackRock Series C Preferred Stock	51	(30)

(a) The impact on earnings of offsetting hedged items or hedging instruments is not reflected in these amounts.

Fair values and aggregate unpaid principal balances of items for which we elected the fair value option follow.

Fair Value Option – Fair Value and Principal Balances

In millions	Fair Value	Aggregate Unpaid Principal Balance	Difference
March 31, 2011			
Customer resale agreements	\$ 823	\$ 771	\$ 52
Residential mortgage loans held for sale			
Performing loans	1,798	1,768	30
Loans 90 days or more past due	25	31	(6)
Nonaccrual loans	3	6	(3)
Total	1,826	1,805	21
Commercial mortgage loans held for sale (a)			
Performing loans	836	986	(150)
Nonaccrual loans	22	32	(10)
Total	858	1,018	(160)
Residential mortgage loans – portfolio			
Performing loans	55	71	(16)
Loans 90 days or more past due	78	85	(7)
Nonaccrual loans	96	190	(94)
Total	\$ 229	\$ 346	\$ (117)
December 31, 2010			
Customer resale agreements	\$ 866	\$ 806	\$ 60
Residential mortgage loans held for sale			
Performing loans	1,844	1,839	5
Loans 90 days or more past due	33	41	(8)
Nonaccrual loans	1	2	(1)
Total	1,878	1,882	(4)
Commercial mortgage loans held for sale (a)			
Performing loans	847	990	(143)
Nonaccrual loans	30	49	(19)
Total	877	1,039	(162)
Residential mortgage loans – portfolio			
Performing loans	36	44	(8)
Loans 90 days or more past due	64	67	(3)
Nonaccrual loans	16	31	(15)
Total	\$ 116	\$ 142	\$ (26)

(a) There were no loans 90 days or more past due within this category at March 31, 2011 or December 31, 2010.

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ADDITIONAL FAIR VALUE INFORMATION RELATED TO FINANCIAL INSTRUMENTS

In millions	March 31, 2011		December 31, 2010	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Assets				
Cash and short-term assets	\$ 8,081	\$ 8,081	\$ 9,711	\$ 9,711
Trading securities	2,254	2,254	1,826	1,826
Investment securities	60,992	61,167	64,262	64,487
Loans held for sale	2,980	2,982	3,492	3,492
Net loans (excludes leases)	138,414	140,365	139,316	141,431
Other assets	4,537	4,537	4,664	4,664
Mortgage servicing rights	1,754	1,763	1,698	1,707
Financial derivatives				
Designated as hedging instruments under GAAP	1,104	1,104	1,255	1,255
Not designated as hedging instruments under GAAP	3,972	3,972	4,502	4,502
Liabilities				
Demand, savings and money market deposits	142,610	142,610	141,990	141,990
Time deposits	39,380	39,705	41,400	41,825
Borrowed funds	35,326	37,401	39,821	41,273
Financial derivatives				
Designated as hedging instruments under GAAP	75	75	85	85
Not designated as hedging instruments under GAAP	4,247	4,247	4,850	4,850
Unfunded loan commitments and letters of credit	188	188	173	173

The aggregate fair values in the table above do not represent the total market value of PNC's assets and liabilities as the table excludes the following:

- real and personal property,
- lease financing,
- loan customer relationships,
- deposit customer intangibles,
- retail branch networks,
- fee-based businesses, such as asset management and brokerage, and
- trademarks and brand names.

We used the following methods and assumptions to estimate fair value amounts for financial instruments.

General

For short-term financial instruments realizable in three months or less, the carrying amount reported on our Consolidated Balance Sheet approximates fair value. Unless otherwise stated, the rates used in discounted cash flow analyses are based on market yield curves.

Cash and Short-Term Assets

The carrying amounts reported on our Consolidated Balance Sheet for cash and short-term investments approximate fair values primarily due to their short-term nature. For purposes of this disclosure only, short-term assets include the following:

- due from banks,
- interest-earning deposits with banks,

- federal funds sold and resale agreements,
- cash collateral,
- customers' acceptances, and
- accrued interest receivable.

Securities

Securities include both the investment securities (comprised of available for sale and held to maturity securities) and trading portfolios. We use prices obtained from pricing services, dealer quotes or recent trades to determine the fair value of securities. For 55% of our positions, we use prices obtained from pricing services provided by third party vendors. For an additional 11% of our positions, we use prices obtained from the pricing services as the primary input into the valuation process. One of the vendors' prices are set with reference to market activity for highly liquid assets such as agency mortgage-backed securities, and matrix pricing for other assets, such as CMBS and asset-backed securities. Another vendor primarily uses pricing models considering adjustments for ratings, spreads, matrix pricing and prepayments for the instruments we value using this service, such as non-agency residential mortgage-backed securities, agency adjustable rate mortgage securities, agency CMOs and municipal bonds. Management uses various methods and techniques to corroborate prices obtained from pricing services and dealers, including reference to other dealers' quotes, by reviewing valuations of comparable instruments, or by comparison to internal valuations. Dealer quotes received are typically non-binding.

NET LOANS AND LOANS HELD FOR SALE

Fair values are estimated based on the discounted value of expected net cash flows incorporating assumptions about prepayment rates, net credit losses and servicing fees. For purchased impaired loans, fair value is assumed to equal PNC's recorded investment, which represents the present value of expected future principal and interest cash flows, as adjusted for any ALLL recorded for these loans. See Note 6 Purchased Impaired Loans for additional information. For revolving home equity loans and commercial credit lines, this fair value does not include any amount for new loans or the related fees that will be generated from the existing customer relationships. Non-accrual loans are valued at their estimated recovery value. Also refer to the Fair Value Measurement and Fair Value Option sections of this Note 8 regarding the fair value of commercial and residential mortgage loans held for sale. Loans are presented net of the ALLL and do not include future accretable discounts related to purchased impaired loans.

OTHER ASSETS

Other assets as shown in the accompanying table include the following:

- FHLB and FRB stock,
- equity investments carried at cost and fair value, and
- BlackRock Series C Preferred Stock.

Investments accounted for under the equity method, including our investment in BlackRock, are not included in the accompanying table.

The carrying amounts of private equity investments are recorded at fair value. The valuation procedures applied to direct investments and affiliated partnership interests include techniques such as multiples of adjusted earnings of the entity, independent appraisals, anticipated financing and sales transactions with third parties, or the pricing used to value the entity in a recent financing transaction. We value indirect investments in private equity funds based on net asset value as provided in the financial statements that we receive from their managers. Due to the time lag in our receipt of the financial information and based on a review of investments and valuation techniques applied, adjustments to the manager-provided value are made when available recent investment portfolio company or market information indicates a significant change in value from that provided by the general partner.

Fair value of the noncertificated interest-only strips is estimated based on the discounted value of expected net cash flows. The aggregate carrying value of our investments that

are carried at cost and FHLB and FRB stock was \$2.2 billion at March 31, 2011 and \$2.4 billion as of December 31, 2010, both of which approximate fair value at each date.

MORTGAGE SERVICING ASSETS

Fair value is based on the present value of the estimated future cash flows, incorporating assumptions as to prepayment speeds, discount rates, escrow balances, interest rates, cost to service and other factors.

The key valuation assumptions for commercial and residential mortgage loan servicing assets at March 31, 2011 and December 31, 2010 are included in Note 9 Goodwill and Other Intangible Assets.

CUSTOMER RESALE AGREEMENTS

Refer to the Fair Value Measurement section of this Note 8 regarding the fair value of customer resale agreements.

DEPOSITS

The carrying amounts of noninterest-bearing demand and interest-bearing money market and savings deposits approximate fair values. For time deposits, which include foreign deposits, fair values are estimated based on the discounted value of expected net cash flows assuming current interest rates.

BORROWED FUNDS

The carrying amounts of Federal funds purchased, commercial paper, repurchase agreements, proprietary trading short positions, cash collateral, other short-term borrowings, acceptances outstanding and accrued interest payable are considered to be their fair value because of their short-term nature. For all other borrowed funds, fair values are estimated primarily based on dealer quotes or discounted cash flow analysis.

UNFUNDED LOAN COMMITMENTS AND LETTERS OF CREDIT

The fair value of unfunded loan commitments and letters of credit is determined from a market participant's view including the impact of changes in interest rates, credit and other factors. Because the interest rate on substantially all unfunded loan commitments and letters of credit varies with changes in market rates, these instruments are subject to little fluctuation in fair value due to changes in interest rates. We establish a liability on these facilities related to their creditworthiness.

FINANCIAL DERIVATIVES

Refer to the Fair Value Measurement section of this Note 8 regarding the fair value of financial derivatives.

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NOTE 9 GOODWILL AND OTHER INTANGIBLE ASSETS

Changes in goodwill and other intangible assets during the first three months of 2011 follow:

Summary of Changes in Goodwill and Other Intangible Assets

In millions	Goodwill	Customer-Related	Servicing Rights
December 31, 2010	\$ 8,149	\$ 903	\$ 1,701
Additions/adjustments:			
Other	(3)		
Mortgage and other loan servicing rights			119
Impairment charge			(35)
Amortization		(41)	(29)
March 31, 2011	\$ 8,146	\$ 862	\$ 1,756

Assets and liabilities of acquired entities are recorded at estimated fair value as of the acquisition date and are subject to refinement as information relative to the fair values at the date of acquisition becomes available.

Our investment in BlackRock changes when BlackRock repurchases its shares in the open market or issues shares for an acquisition or pursuant to its employee compensation plans. We adjust goodwill when BlackRock repurchases its shares at an amount greater (or less) than book value per share which results in an increase (or decrease) in our percentage ownership interest.

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

Other Intangible Assets

In millions	March 31 2011	December 31 2010
Customer-related and other intangibles		
Gross carrying amount	\$ 1,524	\$ 1,524
Accumulated amortization	(662)	(621)
Net carrying amount	\$ 862	\$ 903
Mortgage and other loan servicing rights		
Gross carrying amount	\$ 2,393	\$ 2,293
Valuation allowance	(75)	(40)
Accumulated amortization	(562)	(552)
Net carrying amount	\$ 1,756	\$ 1,701
Total	\$ 2,618	\$ 2,604

While certain of our other intangible assets have finite lives and are amortized primarily on a straight-line basis, certain core deposit intangibles are amortized on an accelerated basis.

For customer-related and other intangibles, the estimated remaining useful lives range from less than one year to 10 years, with a weighted-average remaining useful life of 9 years.

Amortization expense on existing intangible assets, net of impairment reversal (charge) follows:

Amortization Expense on Existing Intangible Assets, Net (a)

In millions	
Three months ended March 31, 2011	\$105
Three months ended March 31, 2010	78
Remainder of 2011	188
2012	225
2013	215
2014	212
2015	194
2016	162

(a) Includes the impact of impairment charges (reversals).

Changes in commercial mortgage servicing rights follow:

Commercial Mortgage Servicing Rights

In millions	2011	2010
January 1	\$665	\$921
Additions (a)	43	25
Impairment (charge) reversal	(35)	(4)
Amortization expense	(28)	(21)
March 31	\$645	\$921

(a) Additions for the first three months of 2011 included \$15 million from loans sold with servicing retained and \$28 million from purchases of servicing rights from third parties. Comparable amounts for the first three months of 2010 were \$14 million and \$11 million.

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We recognize as an other intangible asset the right to service mortgage loans for others. Commercial mortgage servicing rights are purchased in the open market and originated when loans are sold with servicing retained. Commercial mortgage servicing rights are initially recorded at fair value. These rights are subsequently measured using the amortization method. Accordingly, the commercial mortgage servicing rights are substantially amortized in proportion to and over the period of estimated net servicing income over a period of 5 to 10 years.

Commercial mortgage servicing rights are periodically evaluated for impairment. For purposes of impairment, the commercial mortgage servicing rights are stratified based on asset type, which characterizes the predominant risk of the underlying financial asset. If the carrying amount of any individual stratum exceeds its fair value, a valuation reserve is established with a corresponding charge to Corporate Services on our Consolidated Income Statement.

The fair value of commercial mortgage servicing rights is estimated by using an internal valuation model. The model calculates the present value of estimated future net servicing cash flows considering estimates on servicing revenue and costs, discount rates and prepayment speeds.

Changes in the residential mortgage servicing rights follow:

Residential Mortgage Servicing Rights

In millions	2011	2010
January 1	\$ 1,033	\$ 1,332
Additions:		
From loans sold with servicing retained	39	20
Purchases	48	
Changes in fair value due to:		
Time and payoffs (a)	(47)	(45)
Other (b)	36	(36)
March 31	\$ 1,109	\$ 1,271
Unpaid principal balance of loans serviced for others at March 31	\$127,246	\$141,395

(a) Represents decrease in mortgage servicing rights value due to passage of time, including the impact from both regularly scheduled loan principal payments and loans that paid down or paid off during the period.

(b) Represents mortgage servicing rights value changes resulting primarily from market-driven changes in interest rates.

We recognize mortgage servicing right assets on residential real estate loans when we retain the obligation to service these loans upon sale and the servicing fee is more than adequate compensation. Mortgage servicing rights are subject to declines in value principally from actual or expected prepayment of the underlying loans and defaults. We manage this risk by economically hedging the fair value of mortgage servicing rights with securities and derivative instruments which are expected to increase in value when the value of mortgage servicing rights declines.

The fair value of residential mortgage servicing rights is estimated by using third party software with internal valuation assumptions. The software calculates the present value of estimated future net servicing cash flows considering estimates on servicing revenue and costs, discount rates, prepayment speeds and future mortgage rates.

The fair value of residential and commercial MSRs and significant inputs to the valuation model as of March 31, 2011 are shown in the tables below. The expected and actual rates of mortgage loan prepayments are significant factors driving the fair value. Management uses a third party model to estimate future residential mortgage loan prepayments and internal proprietary models to estimate future commercial mortgage loan prepayments. These models have been refined based on historical performance of PNC's managed portfolio, as adjusted for current market conditions. Future interest rates are another important factor in the valuation of MSRs. Management utilizes market implied forward interest rates to estimate the future direction of mortgage and discount rates. Changes in the shape and slope of the forward curve in future periods may result in volatility in the fair value estimate.

A sensitivity analysis of the hypothetical effect on the fair value of MSRs to adverse changes in key assumptions is presented below. These sensitivities do not include the impact of the related hedging activities. Changes in fair value generally cannot be extrapolated because the relationship of the change in the assumption to the change in fair value may not be linear. Also, the effect of a variation in a particular assumption on the fair value of the MSRs is calculated independently without changing any other assumption. In reality, changes in one factor may result in changes in another (for example, changes in mortgage interest rates, which drive changes in prepayment rate estimates, could result in changes in the interest rate spread), which could either magnify or counteract the sensitivities.

The following tables set forth the fair value of commercial and residential MSRs and the sensitivity analysis of the hypothetical effect on the fair value of MSRs to immediate adverse changes of 10% and 20% in those assumptions:

Commercial Mortgage Loan Servicing Assets – Key Valuation Assumptions

Dollars in millions	March 31, 2011	December 31, 2010
Fair value	\$ 654	\$ 674
Weighted-average life (years)	6.2	6.3
Weighted-average constant prepayment rate	13%-25%	10%-24%
Decline in fair value from 10% adverse change	\$ 8	\$ 8
Decline in fair value from 20% adverse change	\$ 15	\$ 16
Spread over forward interest rate swap rates	7%-9 %	7%-9 %
Decline in fair value from 10% adverse change	\$ 13	\$ 13
Decline in fair value from 20% adverse change	\$ 25	\$ 26

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Residential Mortgage Loan Servicing Assets – Key Valuation Assumptions

Dollars in millions	March 31, 2011	December 31, 2010
Fair value	\$ 1,109	\$ 1,033
Weighted-average life (years)	6.2	5.8
Weighted-average constant prepayment rate	11.75 %	12.61 %
Decline in fair value from 10% adverse change	\$ 48	\$ 41
Decline in fair value from 20% adverse change	\$ 93	\$ 86
Spread over forward interest rate swap rates	12.11 %	12.18 %
Decline in fair value from 10% adverse change	\$ 47	\$ 43
Decline in fair value from 20% adverse change	\$ 90	\$ 83

Revenue from mortgage and other loan servicing comprised of contractually specified servicing fees, late fees, and ancillary fees follows:

Revenue from Mortgage and Other Loan Servicing

In millions	2011	2010
Three months ended March 31	\$159	\$182

We also generate servicing revenue from fee-based activities provided to others.

Revenue from commercial mortgage servicing rights, residential mortgage servicing rights and other loan servicing are reported on our Consolidated Income Statement in the line items Corporate services, Residential mortgage, and Consumer services, respectively.

NOTE 10 CAPITAL SECURITIES OF SUBSIDIARY TRUSTS AND PERPETUAL TRUST SECURITIES

CAPITAL SECURITIES OF SUBSIDIARY TRUSTS

Our capital securities of subsidiary trusts are described in Note 13 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in our 2010 Form 10-K. All of these Trusts are wholly owned finance subsidiaries of PNC. In the event of certain changes or amendments to regulatory requirements or federal tax rules, the capital securities are redeemable. The financial statements of the Trusts are not included in PNC's consolidated financial statements in accordance with GAAP.

The obligations of the respective parent of each Trust, when taken collectively, are the equivalent of a full and unconditional guarantee of the obligations of such Trust under the terms of the capital securities. Such guarantee is subordinate in right of payment in the same manner as other

junior subordinated debt. There are certain restrictions on PNC's overall ability to obtain funds from its subsidiaries. For additional disclosure on these funding restrictions, including an explanation of dividend and intercompany loan limitations, see Note 21 Regulatory Matters in our 2010 Form 10-K.

PNC is also subject to restrictions on dividends and other provisions potentially imposed under the Exchange Agreements with Trust II and Trust III, as described in Note 13 in our 2010 Form 10-K in the Perpetual Trust Securities section, and to other provisions similar to or in some ways more restrictive than those potentially imposed under those agreements.

PERPETUAL TRUST SECURITIES

We issue certain hybrid capital vehicles that qualify as capital for regulatory purposes.

In February 2008, PNC Preferred Funding LLC (the LLC), one of our indirect subsidiaries, sold \$375 million of 8.700% Fixed-to-Floating Rate Non-Cumulative Exchangeable Perpetual Trust Securities of PNC Preferred Funding Trust III (Trust III) to third parties in a private placement. In connection with the private placement, Trust III acquired \$375 million of Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Securities of the LLC (the LLC Preferred Securities). The sale was similar to the March 2007 private placement by the LLC of \$500 million of 6.113% Fixed-to-Floating Rate Non-Cumulative Exchangeable Trust Securities (the Trust II Securities) of PNC Preferred Funding Trust II (Trust II) in which Trust II acquired \$500 million of LLC Preferred Securities and to the December 2006 private placement by PNC REIT Corp. of \$500 million of 6.517% Fixed-to-Floating Rate Non-Cumulative Exchangeable Perpetual Trust Securities (the Trust I Securities) of PNC Preferred Funding Trust I (Trust I) in which Trust I acquired \$500 million of LLC Preferred Securities. PNC REIT Corp. owns 100% of LLC's common voting securities. As a result, LLC is an indirect subsidiary of PNC and is consolidated on our Consolidated Balance Sheet. Trust I, II and III's investment in LLC Preferred Securities is characterized as a noncontrolling interest on our Consolidated Balance Sheet since we are not the primary beneficiary of Trust I, Trust II and Trust III. This noncontrolling interest totaled \$1.3 billion at March 31, 2011.

Our 2010 Form 10-K includes additional information regarding the Trust I and Trust II Securities, including descriptions of replacement capital and dividend restriction covenants. The Trust III Securities include dividend restriction covenants similar to those described for Trust II Securities.

NOTE 11 CERTAIN EMPLOYEE BENEFIT AND STOCK-BASED COMPENSATION PLANS

PENSION AND POSTRETIREMENT PLANS

As described in Note 14 Employee Benefit Plans in our 2010 Form 10-K, we have a noncontributory, qualified defined benefit pension plan covering eligible employees. Benefits are determined using a cash balance formula where earnings credits are a percentage of eligible compensation. Pension contributions are based on an actuarially determined amount necessary to fund total benefits payable to plan participants.

We also maintain nonqualified supplemental retirement plans for certain employees and provide certain health care and life insurance benefits for qualifying retired employees (postretirement benefits) through various plans. The nonqualified pension and postretirement benefit plans are unfunded. The Company reserves the right to terminate or make plan changes at any time.

The components of our net periodic pension and post-retirement benefit cost for the first three months of 2011 and 2010 were as follows:

Net Periodic Pension and Postretirement Benefits Costs

	Qualified Pension Plan		Nonqualified Retirement Plans		Postretirement Benefits	
	2011	2010	2011	2010	2011	2010
Three months ended March 31 In millions						
Net periodic cost consists of:						
Service cost	\$ 27	\$ 24	\$ 1	\$ 1	\$ 1	\$ 1
Interest cost	49	51	3	3	5	5
Expected return on plan assets	(75)	(72)				
Amortization of prior service cost	(2)	(2)			(1)	(1)
Amortization of actuarial losses	4	9	1	1	1	
Net periodic cost (benefit)	\$ 3	\$ 10	\$ 5	\$ 5	\$ 6	\$ 5

STOCK-BASED COMPENSATION PLANS

As more fully described in Note 15 Stock-Based Compensation Plans in our 2010 Form 10-K, we have long-term incentive award plans (Incentive Plans) that provide for the granting of incentive stock options, nonqualified stock options, stock appreciation rights, incentive shares/performance units, restricted stock, restricted share units, other share-based awards and dollar-denominated awards to executives and, other than incentive stock options, to non-employee directors. Certain Incentive Plan awards may be paid in stock, cash or a combination of stock and cash. We typically grant a substantial portion of our stock-based compensation awards during the first quarter of the year. As of March 31, 2011, no stock appreciation rights were outstanding.

Total compensation expense recognized related to all share-based payment arrangements during the first three months of 2011 and 2010 was \$30 million and \$27 million, respectively.

NONQUALIFIED STOCK OPTIONS

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

For purposes of computing stock option expense, we estimated the fair value of stock options primarily by using the Black-Scholes option-pricing model. Option pricing models require the use of numerous assumptions, many of which are very subjective.

Option Pricing Assumptions

Weighted-average for the three months ended March 31	2011	2010
Risk-free interest rate	2.8%	2.9%
Dividend yield	0.6	0.7
Volatility	34.7	32.7
Expected life	5.9 yrs.	6.0 yrs.
Grant-date fair value	\$ 22.82	\$ 18.44

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Stock Option Rollforward

	PNC		PNC Options Converted From National City Options		Total	
	Shares	Weighted- Average Exercise Price	Shares	Weighted- Average Exercise Price	Shares	Weighted- Average Exercise Price
In thousands, except weighted-average data						
Outstanding at December 31, 2010	19,825	\$ 56.36	1,214	\$678.09	21,039	\$ 92.25
Granted	833	64.04			833	64.04
Exercised	(108)	44.61			(108)	44.61
Cancelled	(2,250)	74.37	(44)	395.51	(2,294)	80.59
Outstanding at March 31, 2011	18,300	\$ 54.57	1,170	\$688.84	19,470	\$ 92.68
Exercisable at March 31, 2011	11,817	\$ 57.64	1,170	\$688.84	12,987	\$114.50

During the first three months of 2011 we issued 108,150 shares from treasury stock in connection with stock option exercise activity. As with past exercise activity, we currently intend to utilize treasury stock primarily for any future stock option exercises.

INCENTIVE/PERFORMANCE UNIT SHARE AWARDS AND RESTRICTED STOCK/UNIT AWARDS

The fair value of nonvested incentive/performance unit share awards and restricted stock/unit awards is initially determined based on prices not less than the market value of our common stock price on the date of grant. The value of certain incentive/performance unit share awards are subsequently remeasured based on the achievement of one or more financial and other performance goals over a three-year period. The Personnel and Compensation Committee of the Board of Directors approves the final award payout with respect to incentive/performance unit share awards. Restricted stock/unit awards have various vesting periods generally ranging from 36 months to 60 months.

Beginning in 2011, we incorporated two changes to certain awards under our existing long-term incentive compensation programs. For certain grants of incentive performance units, the future payout amount will be subject to a negative annual adjustment if PNC fails to meet certain risk-related performance metrics. This adjustment is in addition to the existing financial performance metrics relative to our peers. These grants have a three-year performance period and are payable in either stock or a combination of stock and cash.

Additionally, performance-based restricted share units (performance RSUs) were granted in 2011 to certain of our executives in lieu of stock options. These performance RSUs have a service condition, an internal risk-related performance condition, and an external market condition. Satisfaction of the performance condition is based on four independent one-year performance periods and are payable solely in stock.

Nonvested Incentive/Performance Unit Share Awards and Restricted Stock/Unit Awards — Rollforward

	Nonvested Incentive/ Performance Unit Shares		Nonvested Restricted Stock/ Unit Shares	
		Weighted- Average Grant Date Fair Value		Weighted- Average Grant Date Fair Value
Shares in thousands				
December 31, 2010	363	\$ 56.40	2,250	\$ 49.95
Granted	623	64.21	874	64.09
Vested/Released	(156)	59.54	(398)	58.14
Forfeited			(16)	56.28
March 31, 2011	830	\$ 61.68	2,710	\$ 53.27

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In the chart above, the unit shares and related weighted-average grant-date fair value of the incentive/performance awards exclude the effect of dividends on the underlying shares, as those dividends will be paid in cash.

At March 31, 2011, there was \$88 million of unrecognized deferred compensation expense related to nonvested share-based compensation arrangements granted under the Incentive Plans. This cost is expected to be recognized as expense over a period of no longer than five years.

LIABILITY AWARDS

Beginning in 2008, we granted cash-payable restricted share units to certain executives. The grants were made primarily as part of an annual bonus incentive deferral plan. While there are time-based and service-related vesting criteria, there are no market or performance criteria associated with these awards. Compensation expense recognized related to these awards was recorded in prior periods as part of annual cash bonus criteria. As of March 31, 2011, there were 764,979 of these cash-payable restricted share units outstanding.

During the third quarter of 2009, we entered into an agreement with certain of our executives regarding a portion of their salary to be payable in stock units. These units, which are cash-payable, have no future service, market or performance criteria and as such are fully expensed at grant date. These units totaled 280,174 at December 31, 2010 and were settled in cash on March 31, 2011 for approximately \$18 million.

Nonvested Cash-Payable Restricted Share Unit—Rollforward

In thousands	Nonvested Cash-Payable Restricted Unit Shares	Aggregate Intrinsic Value
Outstanding at December 31, 2010	1,112	
Granted	525	
Vested and Released	(547)	
Forfeited	(5)	
Outstanding at March 31, 2011	1,085	\$68,367

NOTE 12 FINANCIAL DERIVATIVES

We use derivative financial instruments (derivatives) primarily to help manage exposure to interest rate, market and credit risk and reduce the effects that changes in interest rates may have on net income, fair value of assets and liabilities, and cash flows. We also enter into derivatives with customers to facilitate their risk management activities.

Derivatives represent contracts between parties that usually require little or no initial net investment and result in one party delivering cash or another type of asset to the other party based on a notional amount and an underlying as specified in

the contract. Derivative transactions are often measured in terms of notional amount, but this amount is generally not exchanged and it is not recorded on the balance sheet. The notional amount is the basis to which the underlying is applied to determine required payments under the derivative contract. The underlying is a referenced interest rate, commonly LIBOR, security price, credit spread or other index. Certain contracts and commitments, such as residential and commercial real estate loan commitments associated with loans to be sold, also qualify as derivative instruments.

All derivatives are carried on our Consolidated Balance Sheet at fair value. Derivative balances are presented on a net basis taking into consideration the effects of legally enforceable master netting agreements. Cash collateral exchanged with counterparties is also netted against the applicable derivative fair values.

Further discussion on how derivatives are accounted for is included in Note 1 Accounting Policies in our 2010 Form 10-K.

Derivatives Designated in Hedge Relationships

Certain derivatives used to manage interest rate risk as part of our asset and liability risk management activities are designated as accounting hedges under GAAP. Derivatives hedging the risks associated with changes in the fair value of assets or liabilities are considered fair value hedges, while derivatives hedging the variability of expected future cash flows are considered cash flow hedges. Designating derivatives as accounting hedges allows for gains and losses on those derivatives, to the extent effective, to be recognized in the income statement in the same period the hedged items affect earnings.

Cash Flow Hedges

We enter into receive-fixed, pay-variable interest rate swaps to modify the interest rate characteristics of designated commercial loans from variable to fixed in order to reduce the impact of changes in future cash flows due to market interest rate changes. For these cash flow hedges, any changes in the fair value of the derivatives that are effective in offsetting changes in the forecasted interest cash flows are recorded in accumulated other comprehensive income and are reclassified to interest income in conjunction with the recognition of interest receipts on the loans. In the 12 months that follow March 31, 2011, we expect to reclassify from the amount currently reported in accumulated other comprehensive income net derivative gains of \$382 million pretax, or \$248 million after-tax, in association with interest receipts on the hedged loans. This amount could differ from amounts actually recognized due to changes in interest rates, hedge dedesignations, and the addition of other hedges subsequent to March 31, 2011. The maximum length of time over which

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forecasted loan cash flows are hedged is 10 years. We use statistical regression analysis to assess the effectiveness of these hedge relationships at both the inception of the hedge relationship and on an ongoing basis.

We also periodically enter into forward purchase and sale contracts to hedge the variability of the consideration that will be paid or received related to the purchase or sale of debt securities classified as available for sale. The forecasted purchase or sale is consummated upon gross settlement of the forward contract itself. As a result, hedge ineffectiveness, if any, is typically minimal. Gains and losses on these forward contracts are recorded in accumulated other comprehensive income and are recognized in earnings when the hedged cash flows affect earnings. In the 12 months that follow March 31, 2011, we expect to reclassify from the amount currently reported in accumulated other comprehensive loss, net derivative gains of \$29 million pretax, or \$19 million after-tax, as adjustments of yield on securities available for sale. The maximum length of time we are hedging forecasted purchases is three months. There were no amounts in accumulated other comprehensive income related to the forecasted sale of securities at March 31, 2011.

There were no components of derivative gains or losses excluded from the assessment of hedge effectiveness related to either cash flow hedge strategy.

During the first three months of 2011 and 2010, there were no gains or losses from cash flow hedge derivatives reclassified to earnings because it became probable that the original forecasted transaction would not occur.

Fair Value Hedges

We enter into receive-fixed, pay-variable interest rate swaps to hedge changes in the fair value of outstanding fixed-rate debt and borrowings caused by fluctuations in market interest rates. The specific products hedged include bank notes, Federal Home Loan Bank borrowings, and senior and subordinated debt. We also enter into pay-fixed, receive-variable interest rate swaps to hedge changes in the fair value of fixed rate investment securities caused by fluctuations in market interest rates. The specific products hedged include US Treasury, government agency and other debt securities. For these hedge relationships, we use statistical regression analysis to assess hedge effectiveness at both the inception of the hedge relationship and on an ongoing basis. There were no components of derivative gains or losses excluded from the assessment of hedge effectiveness.

Further detail regarding the notional amounts, fair values and gains and losses recognized related to derivatives used in fair value and cash flow hedge strategies is presented in the tables that follow.

The ineffective portion of the change in value of our fair value and cash flow hedge derivatives resulted in net losses of \$6

million for the first three months of 2011 compared with net losses of less than \$1 million for the first three months of 2010.

Derivatives Not Designated in Hedge Relationships

We also enter into derivatives which are not designated as accounting hedges under GAAP.

The majority of these derivatives are used to manage risk related to residential and commercial mortgage banking activities and are considered economic hedges. Although these derivatives are used to hedge risk, they are not designated as accounting hedges because the contracts they are hedging are typically also carried at fair value on the balance sheet, resulting in symmetrical accounting treatment for both the hedging instrument and the hedged item.

Our residential mortgage banking activities consist of originating, selling and servicing mortgage loans. Residential mortgage loans that will be sold in the secondary market, and the related loan commitments, which are considered derivatives, are accounted for at fair value. Changes in the fair value of the loans and commitments due to interest rate risk are hedged with forward loan sale contracts and Treasury and Eurodollar futures and options. Gains and losses on the loans and commitments held for sale and the derivatives used to economically hedge them are included in residential mortgage noninterest income on the Consolidated Income Statement.

We typically retain the servicing rights related to residential mortgage loans that we sell. Residential mortgage servicing rights are accounted for at fair value with changes in fair value influenced primarily by changes in interest rates. Derivatives used to hedge the fair value of residential mortgage servicing rights include interest rate futures, swaps and options, including caps, floors, and swaptions, and forward contracts to purchase mortgage-backed securities. Gains and losses on residential mortgage servicing rights and the related derivatives used for hedging are included in residential mortgage noninterest income.

Certain commercial mortgage loans are also sold into the secondary market as part of our commercial mortgage banking activities and are accounted for at fair value. Derivatives used to economically hedge these loans and commitments from changes in fair value due to interest rate risk and credit risk include forward loan sale contracts, interest rate swaps, and credit default swaps. Gains and losses on the commitments, loans and derivatives are included in other noninterest income.

The residential and commercial loan commitments associated with loans to be sold which are accounted for as derivatives are valued based on the estimated fair value of the underlying loan and the probability that the loan will fund within the terms of the commitment. The fair value also takes into account the fair value of the embedded servicing right.

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We offer derivatives to our customers in connection with their risk management needs. These derivatives primarily consist of interest rate swaps, interest rate caps, floors, swaptions, and foreign exchange and equity contracts. We primarily manage our market risk exposure from customer transactions by entering into offsetting derivative transactions with third-party dealers. Gains and losses on customer-related derivatives are included in other noninterest income.

The derivatives portfolio also includes derivatives used for other risk management activities. These derivatives are entered into based on stated risk management objectives.

This segment of the portfolio includes credit default swaps (CDS) used to mitigate the risk of economic loss on a portion of our loan exposure. We also sell loss protection to mitigate the net premium cost and the impact of mark-to-market accounting on CDS purchases to hedge the loan portfolio. The fair values of these derivatives typically are based on related credit spreads. Gains and losses on the derivatives entered into for other risk management are included in other noninterest income.

Included in the customer, mortgage banking risk management, and other risk management portfolios are written interest-rate caps and floors entered into with customers and for risk management purposes. We receive an upfront premium from the counterparty and are obligated to make payments to the counterparty if the underlying market interest rate rises above or falls below a certain level designated in the contract. At March 31, 2011, the fair value of the written caps and floors liability on our Consolidated Balance Sheet was \$16 million compared with \$15 million at December 31, 2010. Our ultimate obligation under written options is based on future market conditions and is only quantifiable at settlement.

Further detail regarding the derivatives not designated in hedging relationships is presented in the tables that follow.

Derivative Counterparty Credit Risk

By entering into derivative contracts we are exposed to credit risk. We seek to minimize credit risk through internal credit approvals, limits, monitoring procedures, executing master netting agreements and collateral requirements. We generally enter into transactions with counterparties that carry high quality credit ratings. Nonperformance risk including credit risk is included in the determination of the estimated net fair value.

We generally have established agreements with our major derivative dealer counterparties that provide for exchanges of marketable securities or cash to collateralize either party's positions. At March 31, 2011, we held cash, US government securities and mortgage-backed securities totaling \$980 million under these agreements. We pledged cash of \$642 million under these agreements. To the extent not netted against derivative fair values under a master netting agreement, cash pledged is included in Other assets and cash held is included in Other borrowed funds on our Consolidated Balance Sheet.

The credit risk associated with derivatives executed with customers is essentially the same as that involved in extending loans and is subject to normal credit policies. We may obtain collateral based on our assessment of the customer's credit quality.

We periodically enter into risk participation agreements to share some of the credit exposure with other counterparties related to interest rate derivative contracts or to take on credit exposure to generate revenue. We will make/receive payments under these agreements if a customer defaults on its obligation to perform under certain derivative swap contracts. Risk participation agreements are included in the derivatives table that follows. Our exposure related to risk participations where we sold protection is discussed in the Credit Derivatives section below.

Contingent Features

Some of PNC's derivative instruments contain provisions that require PNC's debt to maintain an investment grade credit rating from each of the major credit rating agencies. If PNC's debt ratings were to fall below investment grade, it would be in violation of these provisions, and the counterparties to the derivative instruments could request immediate payment or demand immediate and ongoing full overnight collateralization on derivative instruments in net liability positions.

The aggregate fair value of all derivative instruments with credit-risk-related contingent features that were in a net liability position on March 31, 2011 was \$825 million for which PNC had posted collateral of \$627 million in the normal course of business. The maximum amount of collateral PNC would have been required to post if the credit-risk-related contingent features underlying these agreements had been triggered on March 31, 2011, would be an additional \$198 million.

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Derivatives Total Notional or Contractual Amounts and Estimated Net Fair Values

	Asset Derivatives				Liability Derivatives			
	March 31, 2011		December 31, 2010		March 31, 2011		December 31, 2010	
	Notional/ Contract Amount	Fair Value (a)	Notional/ Contract Amount	Fair Value (a)	Notional/ Contract Amount	Fair Value (b)	Notional/ Contract Amount	Fair Value (b)
In millions								
Derivatives designated as hedging instruments under GAAP								
Interest rate contracts:								
Cash flow hedges	\$ 12,985	\$ 327	\$ 13,635	\$ 377	\$ 3,261	\$ 39	\$ 3,167	\$ 53
Fair value hedges	10,501	777	9,878	878	1,462	36	1,594	32
Total derivatives designated as hedging instruments	\$ 23,486	\$ 1,104	\$ 23,513	\$ 1,255	\$ 4,723	\$ 75	\$ 4,761	\$ 85
Derivatives not designated as hedging instruments under GAAP								
Derivatives used for residential mortgage banking activities:								
Residential mortgage servicing								
Interest rate contracts	\$ 116,160	\$ 1,400	\$ 112,236	\$ 1,490	\$ 60,030	\$ 1,130	\$ 66,476	\$ 1,419
Loan sales								
Interest rate contracts	6,095	36	11,765	119	3,286	19	3,585	31
Subtotal	\$ 122,255	\$ 1,436	\$ 124,001	\$ 1,609	\$ 63,316	\$ 1,149	\$ 70,061	\$ 1,450
Derivatives used for commercial mortgage banking activities:								
Interest rate contracts	\$ 857	\$ 41	\$ 1,159	\$ 75	\$ 1,498	\$ 77	\$ 1,813	\$ 111
Credit contracts:								
Credit default swaps	215	8	210	8				
Subtotal	\$ 1,072	\$ 49	\$ 1,369	\$ 83	\$ 1,498	\$ 77	\$ 1,813	\$ 111
Derivatives used for customer-related activities:								
Interest rate contracts	\$ 56,666	\$ 2,299	\$ 54,060	\$ 2,611	\$ 48,668	\$ 2,381	\$ 49,619	\$ 2,703
Foreign exchange contracts	4,762	155	3,659	149	5,168	165	4,254	155
Equity contracts	198	13	195	16	141	17	139	19
Credit contracts:								
Risk participation agreements	1,375	4	1,371	5	1,628	3	1,367	2
Other contracts	255	1			85	1		
Subtotal	\$ 63,256	\$ 2,472	\$ 59,285	\$ 2,781	\$ 55,690	\$ 2,567	\$ 55,379	\$ 2,879
Derivatives used for other risk management activities:								
Interest rate contracts	\$ 1,047	\$ 7	\$ 3,420	\$ 20	\$ 405	\$ 2	\$ 1,099	\$ 9
Foreign exchange contracts					31	4	32	4
Credit contracts:								
Credit default swaps	378	8	376	9	165	1	175	1
Other contracts (c)					209	447	209	396
Subtotal	\$ 1,425	\$ 15	\$ 3,796	\$ 29	\$ 810	\$ 454	\$ 1,515	\$ 410
Total derivatives not designated as hedging instruments	\$ 188,008	\$ 3,972	\$ 188,451	\$ 4,502	\$ 121,314	\$ 4,247	\$ 128,768	\$ 4,850
Total Gross Derivatives	\$ 211,494	\$ 5,076	\$ 211,964	\$ 5,757	\$ 126,037	\$ 4,322	\$ 133,529	\$ 4,935
Less: Legally enforceable master netting agreements		2,769		3,203		2,769		3,203
Less: Cash collateral		688		659		624		674
Total Net Derivatives		\$ 1,619		\$ 1,895		\$ 929		\$ 1,058

(a) Included in Other Assets on our Consolidated Balance Sheet.

(b) Included in Other Liabilities on our Consolidated Balance Sheet.

(c) Includes PNC's obligation to fund a portion of certain BlackRock LTIP programs.

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Gains (losses) on derivative instruments and related hedged items follow:

Derivatives Designated in GAAP Hedge Relationships – Fair Value Hedges

Three months ended In millions	Hedged Items	Location	March 31, 2011		March 31, 2010	
			Gain (Loss) on Derivatives Recognized in Income	Gain (Loss) on Related Hedged Items Recognized in Income	Gain (Loss) on Derivatives Recognized in Income	Gain (Loss) on Related Hedged Items Recognized in Income
			Amount	Amount	Amount	Amount
Interest rate contracts	US Treasury and Government Agencies Securities	Investment securities (interest income)	\$ 15	\$ (14)		
Interest rate contracts	Other Debt Securities	Investment securities (interest income)	4	(4)		
Interest rate contracts	Federal Home Loan Bank borrowings	Borrowed funds (interest expense)			\$ (25)	\$ 24
Interest rate contracts	Subordinated debt	Borrowed funds (interest expense)	(59)	51	60	(65)
Interest rate contracts	Bank notes and senior debt	Borrowed funds (interest expense)	(50)	50	42	(39)
Total			\$ (90)	\$ 83	\$ 77	\$ (80)

Derivatives Designated in GAAP Hedge Relationships – Cash Flow Hedges

Three months ended In millions		Gain (Loss) on Derivatives Recognized in OCI (Effective Portion)	Gain Reclassified from Accumulated OCI into Income (Effective Portion)	Gain Recognized in Income on Derivatives (Ineffective Portion)	
				Location	Amount
March 31, 2011	Interest rate contracts	\$ 14	Interest income	\$ 88	Interest income \$ 1
			Noninterest income	34	
March 31, 2010	Interest rate contracts	\$ 240	Interest income	\$ 94	Interest income \$ 3
			Noninterest income	22	

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Derivatives Not Designated as Hedging Instruments under GAAP

In millions	Three months ended March 31	
	2011	2010
Derivatives used for residential mortgage banking activities:		
Residential mortgage servicing		
Interest rate contracts	\$ 11	\$ 70
Loan sales		
Interest rate contracts	15	(21)
Gains (losses) included in residential mortgage banking activities (a)	\$ 26	\$ 49
Derivatives used for commercial mortgage banking activities:		
Interest rate contracts	\$ 3	\$ (21)
Credit contracts	2	(7)
Gains (losses) from commercial mortgage banking activities (b)	\$ 5	\$ (28)
Derivatives used for customer-related activities:		
Interest rate contracts	\$ 28	\$ (6)
Foreign exchange contracts	14	13
Equity contracts	(2)	(1)
Credit contracts		(1)
Gains (losses) from customer-related activities (b)	\$ 40	\$ 5
Derivatives used for other risk management activities:		
Interest rate contracts	\$ 1	\$ 1
Foreign exchange contracts	(1)	(1)
Credit contracts	(1)	4
Other contracts (c)	(51)	30
Gains (losses) from other risk management activities (b)	\$ (52)	\$ 34
Total gains (losses) from derivatives not designated as hedging instruments	\$ 19	\$ 60

(a) Included in residential mortgage noninterest income

(b) Included in other noninterest income.

(c) Relates to BlackRock LTIP.

CREDIT DERIVATIVES

The credit derivative underlying is based on the credit risk of a specific entity, entities, or an index. As discussed above, we enter into credit derivatives, specifically credit default swaps and risk participation agreements, as part of our commercial mortgage banking hedging activities and for customer and other risk management purposes. Detail regarding credit default swaps and risk participations sold follows:

Credit Default Swaps

Dollars in millions	March 31, 2011			December 31, 2010		
	Notional Amount	Estimated Net Fair Value	Weighted- Average Remaining Maturity In Years	Notional Amount	Estimated Net Fair Value	Weighted- Average Remaining Maturity In Years
Credit Default Swaps – Sold						
Single name	\$ 75	\$ 4	5.5	\$ 45	\$ 4	2.8
Index traded	188	2	1.8	189	2	2.0
Total	\$ 263	\$ 6	2.8	\$ 234	\$ 6	2.2
Credit Default Swaps – Purchased						
Single name	\$ 310	\$ 1	2.4	\$ 317	\$ 2	2.6
Index traded	185	8	38.5	210	8	38.8
Total	\$ 495	\$ 9	15.9	\$ 527	\$ 10	17.0
Total	\$ 758	\$ 15	11.4	\$ 761	\$ 16	12.5

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The notional amount of these credit default swaps by credit rating follows:

Credit Ratings of Credit Default Swaps

Dollars in millions	March 31, 2011	December 31, 2010
Credit Default Swaps – Sold		
Investment grade (a)	\$ 250	\$ 220
Subinvestment grade (b)	13	14
Total	\$ 263	\$ 234
Credit Default Swaps – Purchased		
Investment grade (a)	\$ 360	\$ 385
Subinvestment grade (b)	135	142
Total	\$ 495	\$ 527
Total	\$ 758	\$ 761

(a) Investment grade with a rating of BBB-/Baa3 or above based on published rating agency information.
(b) Subinvestment grade with a rating below BBB-/Baa3 based on published rating agency information.

The referenced/underlying assets for these credit default swaps follow:

Referenced/Underlying Assets of Credit Default Swaps

	Corporate Debt	Commercial mortgage- backed securities	Loans
March 31, 2011	66%	25%	9%
December 31, 2010	62%	28%	10%

We enter into credit default swaps under which we buy loss protection from or sell loss protection to a counterparty for the occurrence of a credit event related to a referenced entity or index. The maximum amount we would be required to pay under the credit default swaps in which we sold protection, assuming all referenced underlyings experience a credit event at a total loss, without recoveries, was \$263 million at March 31, 2011 and \$234 million at December 31, 2010.

Risk Participation Agreements

We have sold risk participation agreements with terms ranging from less than one year to 26 years. We will be required to make payments under these agreements if a customer defaults on its obligation to perform under certain derivative swap contracts with third parties.

Risk Participation Agreements Sold

Dollars in millions	Notional Amount	Estimated Net Fair Value	Weighted- Average Remaining Maturity In Years
March 31, 2011	\$1,628	\$ (3)	6.4
December 31, 2010	\$1,367	\$ (2)	2.0

Based on our internal risk rating process of the underlying third parties to the swap contracts, the percentages of the exposure amount of risk participation agreements sold by internal credit rating follow:

Internal Credit Ratings of Risk Participation Agreements Sold

	March 31, 2011	December 31, 2010
Pass (a)	92%	95%
Below pass (b)	8%	5%

(a) Indicates the expected risk of default is currently low.
(b) Indicates a higher degree of risk of default.

Assuming all underlying swap counterparties defaulted at March 31, 2011, the exposure from these agreements would be \$76 million based on the fair value of the underlying swaps, compared with \$49 million at December 31, 2010.

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NOTE 13 EARNINGS PER SHARE
Basic and Diluted Earnings per Common Share

In millions, except per share data	Three months ended March 31	
	2011	2010
Basic		
Net income from continuing operations	\$ 832	\$ 648
Less:		
Net income (loss) attributable to noncontrolling interests	(5)	(5)
Dividends distributed to common shareholders	52	45
Dividends distributed to preferred shareholders	4	93
Preferred stock discount accretion		250
Undistributed net income from continuing operations	\$ 781	\$ 265
Undistributed net income from discontinued operations		23
Undistributed net income	\$ 781	\$ 288
Percentage of undistributed income allocated to common shares	99.68 %	99.70 %
Undistributed income from continuing operations allocated to common shares	\$ 779	\$ 264
Plus: common dividends	52	45
Net income from continuing operations attributable to basic common shares	\$ 831	\$ 309
Net income from discontinued operations attributable to common shares		23
Net income attributable to basic common shares	\$ 831	\$ 332
Basic weighted-average common shares outstanding	524	498
Basic earnings per common share from continuing operations	\$ 1.59	\$.62
Basic earnings per common share from discontinued operations		.05
Basic earnings per common share	\$ 1.59	\$.67
Diluted		
Net income from continuing operations attributable to basic common shares	\$ 831	\$ 309
Less: BlackRock common stock equivalents	5	2
Net income from continuing operations attributable to diluted common shares	\$ 826	\$ 307
Net income from discontinued operations attributable to common shares		23
Net income attributable to diluted common shares	\$ 826	\$ 330
Basic weighted-average common shares outstanding	524	498
Dilutive potential common shares (a) (b)	2	2
Diluted weighted-average common shares outstanding	526	500
Diluted earnings per common share from continuing operations	\$ 1.57	\$.61
Diluted earnings per common share from discontinued operations		.05
Diluted earnings per common share	\$ 1.57	\$.66
(a) Excludes stock options considered to be anti-dilutive	5	14
(b) Excludes warrants considered to be anti-dilutive	22	22

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NOTE 14 TOTAL EQUITY AND OTHER COMPREHENSIVE INCOME

Activity in total equity for the first three months of 2011 follows. The par value of our preferred stock outstanding at March 31, 2011 totaled \$.1 million and is excluded from the table.

Rollforward of Total Equity

In millions	Shares Outstanding Common Stock	Shareholders' Equity						Non-controlling Interests	Total Equity
		Common Stock	Capital Surplus – Preferred Stock	Capital Surplus – Common Stock and Other	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		
Balance at January 1, 2011	526	\$ 2,682	\$ 647	\$ 12,057	\$ 15,859	\$ (431)	\$ (572)	\$ 2,596	\$32,838
Net income					837			(5)	832
Other comprehensive income (loss), net of tax									
Net unrealized gains on other-than-temporary impairment debt securities						147			147
Net unrealized securities gains						17			17
Net unrealized losses on cash flow hedge derivatives						(68)			(68)
Pension, other postretirement and postemployment benefit plan adjustments						10			10
Other						16			16
Comprehensive income (loss)								(5)	954
Cash dividends declared									
Common (\$.10 per share)					(52)				(52)
Preferred					(4)				(4)
Common stock activity (a)				1					1
Treasury stock activity (a)				(13)			(12)		(25)
Other				11				(6)	5
Balance at March 31, 2011	526	\$ 2,682	\$ 647	\$ 12,056	\$ 16,640	\$ (309)	\$ (584)	\$ 2,585	\$33,717

(a) Common and net treasury stock activity totaled less than .5 million shares.

Comprehensive income for the first three months of 2010 was \$1.4 billion.

Change in Accumulated Other Comprehensive Income (Loss)

Three months ended March 31, 2011 In millions	Pretax	Tax (Expense) Benefit	After- tax
Change in net unrealized securities losses:			
Decrease in net unrealized OTTI losses on debt securities	\$ 197	\$ (72)	\$ 125
Less: OTTI losses realized in net income	(34)	12	(22)
Change in net unrealized losses on OTTI securities	231	(84)	147
Increase in net unrealized gains for non-OTTI securities	65	(24)	41
Less: Net gains realized in net income	37	(13)	24
Change in net unrealized gains on non-OTTI securities	28	(11)	17
Change in net unrealized securities losses	259	(95)	164
Change in net unrealized gains on cash flow hedge derivatives:			
Increase in net unrealized gains during the period on cash flow hedge derivatives	14	(5)	9
Less: Net gains realized in net income	122	(45)	77
Change in net unrealized gains on cash flow hedge derivatives	(108)	40	(68)
Change in pension, other postretirement and postemployment benefit plan adjustments	16	(6)	10
Change in other, net	33	(17)	16
Change in other comprehensive income (loss)	\$ 200	\$ (78)	\$ 122

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Accumulated Other Comprehensive Income (Loss) Components

In millions	March 31, 2011		December 31, 2010	
	Pretax	After-tax	Pretax	After-tax
Net unrealized securities gains (losses)	\$ 178	\$ 112	\$ 150	\$ 95
OTTI losses on debt securities	(790)	(499)	(1,021)	(646)
Net unrealized gains on cash flow hedge derivatives	716	454	824	522
Pension, other postretirement and postemployment benefit plan adjustments	(582)	(370)	(598)	(380)
Other, net	(14)	(6)	(47)	(22)
Accumulated other comprehensive income (loss)	\$ (492)	\$ (309)	\$ (692)	\$ (431)

NOTE 15 INCOME TAXES

The net operating loss carryforwards at March 31, 2011 and December 31, 2010 follow:

Net Operating Loss Carryforwards

In millions	March 31, 2011	December 31, 2010
Federal	\$ 30	\$ 54
State	1,550	1,600
Valuation allowance – State	21	21

The federal net operating loss carryforwards expire from 2027 to 2028. The state net operating loss carryforwards will expire from 2011 to 2031. We have established a valuation allowance of \$21 million relating to the state net operating losses at March 31, 2011 and December 31, 2010.

PNC's consolidated federal income tax returns through 2006 have been audited by the IRS and we have resolved all matters through the IRS Appeals Division. The IRS began its examination of PNC's 2007 and 2008 consolidated federal income tax returns during the third quarter of 2010.

The consolidated federal income tax returns of National City through 2007 have been audited by the IRS. Certain adjustments remain under review by the IRS Appeals Division for years 2003-2007. The IRS began its examination of National City's 2008 consolidated federal income tax return during the third quarter of 2010.

We had unrecognized tax benefits of \$294 million at March 31, 2011 and \$238 million at December 31, 2010. At March 31, 2011, the amount of unrecognized tax benefits that if recognized would impact the effective tax rate was \$125 million.

NOTE 16 LEGAL PROCEEDINGS

We establish accruals for legal proceedings when information related to the loss contingencies represented by those matters indicates both that a loss is probable and that the amount of loss can be reasonably estimated. Any such accruals are adjusted thereafter as appropriate to reflect changed circumstances. We also determine estimates of possible losses or ranges of possible losses, whether in excess of any related accrued liability or where there is no accrued liability, for those matters disclosed in this Note 16 and in Note 22 Legal Proceedings in Part II, Item 8 of our 2010 Form 10-K ("Prior Disclosure") when we are able to do so. For disclosed matters where we are able to estimate such possible losses or ranges of possible losses, as of March 31, 2011, we estimate that it is reasonably possible that we could incur losses in an aggregate amount up to approximately \$375 million, with it also being reasonably possible that we could incur no such losses at all in these matters. The estimates included in this amount are based on our analysis of currently available information and are subject to significant judgment and a variety of assumptions and uncertainties. As new information is obtained we may change our estimates. Due to the inherent subjectivity of the assessments and unpredictability of outcomes of legal proceedings, any amounts accrued or included in this aggregate amount may not represent the ultimate loss to us from the legal proceedings in question. Thus, our exposure and ultimate losses may be higher or lower, and possibly significantly so, than the amounts accrued or this aggregate amount.

The aggregate estimated amount provided above does not include an estimate for every matter disclosed in this Note 16 or in Prior Disclosure, as we are unable, at this time, to estimate the losses that it is reasonably possible that we could incur or ranges of such losses with respect to some of the matters disclosed for one or more of the following reasons. In our experience, legal proceedings are inherently unpredictable. In many legal proceedings, various factors exacerbate this inherent unpredictability, including, among others, one or more of the following: the proceeding is in its early stages; the damages sought are unspecified, unsupported or uncertain; it is unclear whether a case brought as a class action will be allowed to proceed on that basis or, if permitted to proceed as a class action, how the class will be defined; the plaintiff is seeking relief other than compensatory damages; the matter presents meaningful legal uncertainties, including novel issues of law; we have not engaged in meaningful settlement discussions; discovery has not started or is not complete; there are significant facts in dispute; and there are a large number of parties named as defendants (including where it is uncertain how liability, if any, will be shared among multiple defendants). Generally, the less progress that has been made in the proceedings or the broader the range of potential results, the harder it is for us to estimate losses or ranges of losses that it is reasonably possible we could incur. Therefore, as the estimated aggregate amount disclosed above does not include all of the matters disclosed below, the

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amount disclosed above does not represent our maximum reasonably possible loss exposure for all of the matters disclosed in this Note 16 or in Prior Disclosure. The estimated aggregate amount also does not reflect any of our exposure to matters not so disclosed, as discussed below under “Other.”

We include in some of the descriptions of individual matters in Prior Disclosure certain quantitative information related to the plaintiff’s claim against us alleged in the plaintiff’s pleadings or otherwise publicly available. While information of this type may provide insight into the potential magnitude of a matter, it does not necessarily represent our estimate of reasonably possible loss or our judgment as to any currently appropriate accrual.

Some of our exposure in matters described below may be offset by applicable insurance coverage. We do not consider the possible availability of insurance coverage in determining the amounts of any accruals or any estimates of possible losses or ranges of possible losses.

The disclosure below updates the description of legal proceedings in Prior Disclosure.

Securities and State Law Fiduciary Cases against National City

In The Dispatch Printing Company, et al. v. National City Corporation, et al(Case No. 08CVH-6506) pending in the Franklin County, Ohio, Court of Common Pleas , trial is currently scheduled to begin in 2012.

Visa

With respect to the series of antitrust lawsuits filed against Visa®, MasterCard®, and several major financial institutions, including cases naming National City (since merged into PNC) and its subsidiary, National City Bank of Kentucky (since merged into National City Bank which has since merged into PNC Bank, N.A.), which have been consolidated for pretrial proceedings in the United States District Court for the Eastern District of New York under the caption *In re Payment Card Interchange Fee and Merchant-Discount Antitrust Litigation* (Master File No. 1:05-md-1720-JG-JO): In March 2011, we entered into a MasterCard Settlement and Judgment Sharing Agreement with MasterCard and other financial institution defendants and an Omnibus Agreement Regarding Interchange Litigation Sharing and Settlement Sharing with Visa, MasterCard and other financial institution defendants. The Omnibus Agreement, in substance, apportions a resolution of all claims against all defendants in this litigation into a Visa portion and a MasterCard portion, with the Visa portion being two-thirds and the MasterCard portion being one-third. This apportionment only applies in the case of either a global settlement involving all defendants or an adverse judgment against the defendants, to the extent that damages either are related to the merchants’ inter-network conspiracy claims or are otherwise not attributed to specific MasterCard or Visa conduct or damages. The MasterCard portion (or any MasterCard-related liability not subject to the

Omnibus Agreement) will then be apportioned under the MasterCard Settlement and Judgment Sharing Agreement among MasterCard and PNC and the other financial institution defendants parties to this agreement. Under this agreement, PNC’s responsibility for MasterCard-related exposure is, in percentage terms, de minimis. The responsibility for the Visa portion (or any Visa-related liability not subject to the Omnibus Agreement) will be apportioned under the pre-existing indemnification responsibilities and judgment and loss sharing agreements.

Adelphia

In April 2011, the parties settled the remaining Adelphia-related lawsuit in which a PNC subsidiary was a defendant (*W. R. Huff Asset Management Co., L.L.C. v. Deloitte & Touche, L.L.P., et al.* (03 MD 1529 (LMM), 03-CV-5752 (LMM))). This lawsuit, brought by holders of debt securities of Adelphia, was pending for pretrial purposes in the United States District Court for the Southern District of New York. The plaintiffs in this lawsuit alleged violations of the federal securities laws and sought, among other things, unspecified damages, interest, and attorneys’ fees. The amount of the settlement was not material to PNC and had been accrued.

CBNV Mortgage Litigation

In February 2011, in *In re: Community Bank of Northern Virginia and Guaranty Bank Second Mortgage Litigation* (No. 03-0425 (W.D. Pa.), MDL No. 1674), currently pending in the United States District Court for the Western District of Pennsylvania, the counsel with whom the defendants negotiated the original settlement and who were appointed settlement class counsel notified the district court that they have determined that the settlement is no longer in the best interests of the class covered by the settlement (referred to as the *Kessler* class). Settlement class counsel have also asked to be appointed interim class counsel, along with certain of the lawyers for the objectors to the settlement, for future proceedings.

Overdraft Litigation

With respect to the lawsuits consolidated for pre-trial proceedings in the United States District Court for the Southern District of Florida (the “MDL Court”) under the caption *In re Checking Account Overdraft Litigation* (MDL No. 2036, Case No. 1:09-MD-02036-JLK), our motion to dismiss the consolidated amended complaint was denied in March 2011. The MDL Court has scheduled trial for 2013 for the cases that will be tried in that court.

In *Henry v. PNC Bank, National Association*(No. GD-10-022974), pending in the Court of Common Pleas of Allegheny County, Pennsylvania, we filed our Preliminary Objections in March 2011.

In *Trombley, et al. v. National City Bank*(Civil Action No. 10-00232 (JDB)), pending against National City Bank in the United States District Court for the District of Columbia, the court has delayed the hearing on final approval of the settlement until July 2011.

Other Mortgage-Related Litigation

In *Federal Home Loan Bank of Chicago v. Bank of America Funding Corp., et al.* (Case No. 10CH45033), pending in the Circuit Court of Cook County, Illinois, the plaintiff amended its complaint in March 2011 and filed a corrected amended complaint in April 2011. The corrected amended complaint does not identify any additional transaction for which the plaintiff seeks recovery from PNC nor does it add any additional substantive allegations.

Regulatory and Governmental Inquiries

As a result of the regulated nature of our business and that of a number of our subsidiaries, particularly in the banking and securities areas, we and our subsidiaries are the subject of investigations, audits and other forms of regulatory inquiry, in some cases as part of regulatory reviews of specified activities at multiple industry participants, including those described below and in Prior Disclosure.

In April 2011, as a result of a publicly-disclosed interagency horizontal review of residential mortgage servicing operations at fourteen federally regulated mortgage servicers, PNC entered into a consent order with the Board of Governors of the Federal Reserve System and PNC Bank, N.A. ("PNC Bank") entered into a consent order with the Office of the Comptroller of the Currency. Collectively, these consent orders describe certain foreclosure-related practices and controls that the regulators found to be deficient and require PNC and PNC Bank to, among other things, develop and implement plans and programs to enhance PNC's residential mortgage servicing and foreclosure processes, retain an independent consultant to review certain residential mortgage foreclosure actions, take certain remedial actions, and oversee compliance with the orders and the new plans and programs. The two orders do not foreclose the potential for civil money penalties from either of these regulators. Other governmental, legislative and regulatory inquiries on this topic, referred to in Prior Disclosure, are on-going, and may result in significant additional actions, penalties or other remedies.

Our practice is to cooperate fully with regulatory and governmental investigations, audits and other inquiries, including those described above and in Prior Disclosure. Such investigations, audits and other inquiries may lead to remedies including fines, penalties, restitution or alterations in our business practices.

Other

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

whom we may have indemnification obligations, whether in the proceedings or other matters specifically described above, Prior Disclosure or otherwise, will have a material adverse effect on our results of operations in any future reporting period, which will depend on, among other things, the amount of the loss resulting from the claim and the amount of income otherwise reported for the reporting period.

See Note 17 Commitments and Guarantees for additional information regarding the Visa indemnification and our other obligations to provide indemnification, including to current and former officers, directors, employees and agents of PNC and companies we have acquired.

NOTE 17 COMMITMENTS AND GUARANTEES

Equity Funding and Other Commitments

Our unfunded commitments at March 31, 2011 included private equity investments of \$300 million and other investments of \$9 million.

Standby Letters of Credit

We issue standby letters of credit and have risk participations in standby letters of credit and bankers' acceptances issued by other financial institutions, in each case to support obligations of our customers to third parties, such as remarketing programs for customers' variable rate demand notes. Net outstanding standby letters of credit and internal credit ratings were as follows:

Net Outstanding Standby Letters of Credit

Dollars in billions	March 31 2011	December 31 2010
Net outstanding standby letters of credit	\$ 10.2	\$ 10.1
Internal credit ratings (as a percentage of portfolio):		
Pass (a)	92 %	90 %
Below pass (b)	8 %	10 %

(a) Indicates that expected risk of loss is currently low.

(b) Indicates a higher degree of risk of default.

If the customer fails to meet its financial or performance obligation to the third party under the terms of the contract or there is a need to support a remarketing program, then upon the request of the guaranteed party, we would be obligated to make payment to them. The standby letters of credit and risk participations in standby letters of credit and bankers' acceptances outstanding on March 31, 2011 had terms ranging from less than 1 year to 8 years. The aggregate maximum amount of future payments PNC could be required to make under outstanding standby letters of credit and risk participations in standby letters of credit and bankers' acceptances was \$13.6 billion at March 31, 2011, of which \$7.1 billion support remarketing programs.

As of March 31, 2011, assets of \$2.5 billion secured certain specifically identified standby letters of credit. Recourse provisions from third parties of \$3.4 billion were also available for this purpose as of March 31, 2011. In addition, a

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portion of the remaining standby letters of credit and letter of credit risk participations issued on behalf of specific customers is also secured by collateral or guarantees that secure the customers' other obligations to us. The carrying amount of the liability for our obligations related to standby letters of credit and risk participations in standby letters of credit and bankers' acceptances was \$243 million at March 31, 2011.

Standby Bond Purchase Agreements and Other Liquidity Facilities

We enter into standby bond purchase agreements to support municipal bond obligations. At March 31, 2011, the aggregate of our commitments under these facilities was \$84 million. We also enter into certain other liquidity facilities to support individual pools of receivables acquired by commercial paper conduits. At March 31, 2011 our total commitments under these facilities were \$145 million.

Indemnifications

As further described in our 2010 Form 10-K, we are a party to numerous acquisition or divestiture agreements under which we have purchased or sold, or agreed to purchase or sell, various types of assets. These agreements generally include indemnification provisions under which we indemnify the third parties to these agreements against a variety of risks to the indemnified parties as a result of the transaction in question. When PNC is the seller, the indemnification provisions will generally also provide the buyer with protection relating to the quality of the assets we are selling and the extent of any liabilities being assumed by the buyer. Due to the nature of these indemnification provisions, we cannot quantify the total potential exposure to us resulting from them.

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

In the ordinary course of business, we enter into certain types of agreements that include provisions for indemnifying third parties. We also enter into certain types of agreements, including leases, assignments of leases, and subleases, in which we agree to indemnify third parties for acts by our agents, assignees and/or sublessees, and employees. We also enter into contracts for the delivery of technology service in which we indemnify the other party against claims of patent

and copyright infringement by third parties. Due to the nature of these indemnification provisions, we cannot calculate our aggregate potential exposure under them.

We engage in certain insurance activities which require our employees to be bonded. We satisfy this bonding requirement by issuing letters of credit which were insignificant in amount at March 31, 2011.

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

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

Pursuant to their bylaws, PNC and its subsidiaries provide indemnification to directors, officers and, in some cases, employees and agents against certain liabilities incurred as a result of their service on behalf of or at the request of PNC and its subsidiaries. PNC and its subsidiaries also advance on behalf of covered individuals costs incurred in connection with certain claims or proceedings, subject to written undertakings by each such individual to repay all amounts advanced if it is ultimately determined that the individual is not entitled to indemnification. We generally are responsible for similar indemnifications and advancement obligations that companies we acquire had to their officers, directors and sometimes employees and agents at the time of acquisition. We advanced such costs on behalf of several such individuals with respect to pending litigation or investigations during the first three months of 2011. It is not possible for us to determine the aggregate potential exposure resulting from the obligation to provide this indemnity or to advance such costs.

In connection with the sale of GIS, and in addition to indemnification provisions as part of the divestiture agreement, PNC agreed to continue to act for the benefit of GIS as securities lending agent for certain of GIS's clients. In such role, we provide indemnification to those clients against the failure of the borrowers to return the securities. The market value of the securities lent is fully secured on a daily basis; therefore, the exposure to us is limited to temporary shortfalls in the collateral as a result of short-term fluctuations in trading prices of the loaned securities. At March 31, 2011,

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the total maximum potential exposure as a result of these indemnity obligations was \$7.5 billion, although the collateral at the time exceeded that amount. In addition, the purchaser of GIS, The Bank of New York Mellon Corporation, has entered into an agreement to indemnify PNC with respect to such exposure on the terms set forth in such indemnification agreement. Also in connection with the GIS divestiture, PNC has agreed to indemnify the buyer generally as described above.

VISA Indemnification

Our payment services business issues and acquires credit and debit card transactions through Visa U.S.A. Inc. card association or its affiliates (Visa). Our 2010 Form 10-K has additional information regarding the October 2007 Visa restructuring, our involvement with judgment and loss sharing agreements with Visa and certain other banks, and other 2010 developments in this area.

In March 2011, Visa funded \$400 million to their litigation escrow account and reduced the conversion ratio of Visa B to A shares. We consequently recognized our estimated \$38 million share of the \$400 million as a reduction of our previously established indemnification liability and a reduction of noninterest expense.

Our Visa indemnification liability included on our Consolidated Balance Sheet at March 31, 2011 totaled \$32 million as a result of the indemnification provision in Section 2.05j of the Visa By-Laws and/or the indemnification provided through the judgment and loss sharing agreements. Any ultimate exposure to the specified Visa litigation may be different than this amount.

Recourse and Repurchase Obligations

As discussed in Note 3 Loans Sale and Servicing Activities and Variable Interest Entities, PNC has sold commercial mortgage and residential mortgage loans directly or indirectly in securitizations and whole-loan sale transactions with continuing involvement. One form of continuing involvement includes certain recourse and loan repurchase obligations associated with the transferred assets in these transactions.

Commercial Mortgage Recourse Obligations

We originate, close and service commercial mortgage loans which are sold to FNMA under FNMA's DUS program. We have similar arrangements with FHLMC.

Under these programs, we generally assume up to a one-third pari passu risk of loss on unpaid principal balances through a loss share arrangement. The unpaid principal balance outstanding of loans sold as a participant in these programs was \$13.2 billion at both March 31, 2011 and December 31, 2010, and the potential maximum exposure under the loss share arrangements was \$4.0 billion at both March 31, 2011 and December 31, 2010. We maintain a reserve based upon these potential losses. The reserve for losses under these

programs totaled \$56 million and \$54 million as of March 31, 2011 and December 31, 2010, respectively, and is included in Other liabilities on our Consolidated Balance Sheet. The comparable reserve as of March 31, 2010 was \$65 million. If payment is required under these programs, we would not have a contractual interest in the collateral underlying the mortgage loans on which losses occurred, although the value of the collateral is taken into account in determining our share of such losses. Our exposure and activity associated with these recourse obligations are reported in the Corporate & Institutional Banking segment.

Analysis of Commercial Mortgage Recourse Obligations

In millions	2011	2010
January 1	\$54	\$71
Reserve adjustments, net	2	(6)
March 31	\$56	\$65

Residential Mortgage Loan Repurchase Obligations

While residential mortgage loans are sold on a non-recourse basis, we assume certain loan repurchase obligations associated with mortgage loans we have sold to investors. These loan repurchase obligations primarily relate to situations where PNC is alleged to have breached certain origination covenants and representations and warranties made to purchasers of the loans in the respective purchase and sale agreements. Residential mortgage loans covered by these loan repurchase obligations include first and second-lien mortgage loans we have sold through Agency securitizations, Non-Agency securitizations, and whole-loan sale transactions. As discussed in Note 3 in our 2010 Form 10-K, Agency securitizations consist of mortgage loans sale transactions with FNMA, FHLMC, and GNMA, while Non-Agency securitizations and whole-loan sale transactions consist of mortgage loans sale transactions with private investors. Our exposure and activity associated with these loan repurchase obligations is reported in the Residential Mortgage Banking segment. In addition, PNC's residential mortgage loan repurchase obligations include certain brokered home equity loans/lines that were sold to private investors by National City prior to our acquisition. PNC is no longer engaged in the brokered home equity lending business, and our exposure under these loan repurchase obligations is reported in the Distressed Assets Portfolio segment.

Loan covenants and representations and warranties are established through loan sale agreements with various investors to provide assurance that PNC has sold loans to investors of sufficient investment quality. Key aspects of such covenants and representations and warranties include the loan's compliance with any applicable loan criteria established by the investor, including underwriting standards, delivery of all required loan documents to the investor or its designated party, sufficient collateral valuation, and the validity of the lien securing the loan. As a result of alleged breaches of these contractual obligations, investors may request PNC to indemnify them against losses on certain loans or to repurchase loans.

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These investor indemnification or repurchase claims are typically settled on an individual loan basis through make-whole payments or loan repurchases; however, on occasion we may negotiate pooled settlements with investors.

Indemnifications for loss or loan repurchases typically occur when, after review of the claim, we agree insufficient evidence exists to dispute the investor's claim that a breach of a loan covenant and representation and warranty has occurred, such breach has not been cured, and the effect of such breach is deemed to have had a material and adverse effect on the value of the transferred loan. Depending on the sale agreement and upon proper notice from the investor, we typically respond to such indemnification and repurchase requests within 60 days, although final resolution of the claim may take a longer period of time. With the exception of the sales agreements associated with the Agency securitizations, most sale agreements do not provide for penalties or other remedies if we do not respond timely to investor indemnification or repurchase requests.

Origination and sale of residential mortgages is an ongoing business activity and, accordingly, management continually assesses the need for indemnification and repurchase liabilities pursuant to the associated investor sale agreements. We

establish indemnification and repurchase liabilities for estimated losses on sold first and second-lien mortgages and home equity loans/lines for which indemnification is expected to be provided or for loans that are expected to be repurchased. For the first and second-lien mortgage sold portfolio, we have established an indemnification and repurchase liability pursuant to investor sale agreements based on claims made and our estimate of future claims on a loan by loan basis. These relate primarily to loans originated during 2006-2008. For the home equity loans/lines sold portfolio, we have established indemnification and repurchase liabilities based upon this same methodology for loans sold during 2005-2007.

Indemnification and repurchase liabilities are initially recognized when loans are sold to investors and are subsequently evaluated for adequacy by management. Initial recognition and subsequent adjustments to the indemnification and repurchase liability for the first and second-lien mortgage sold portfolio are recognized in Residential mortgage revenue on the Consolidated Income Statement. Since PNC is no longer engaged in the brokered home equity lending business, only subsequent adjustments are recognized to the home equity loans/lines indemnification and repurchase liability. These adjustments are recognized in Other noninterest income on the Consolidated Income Statement.

Management's subsequent evaluation of these indemnification and repurchase liabilities is based upon trends in indemnification and repurchase requests, actual loss experience, known and inherent risks in the underlying serviced loan portfolios, and current economic conditions. As part of its evaluation, management considers estimated loss projections over the life of the subject loan portfolio. At March 31, 2011 and December 31, 2010, the total indemnification and repurchase liability for estimated losses on indemnification and repurchase claims totaled \$252 million and \$294 million, respectively, and was included in Other liabilities on the Consolidated Balance Sheet. The comparable reserve as of March 31, 2010 was \$247 million. An analysis of the changes in this liability during the first three months of 2011 and 2010 follows:

Analysis of Indemnification and Repurchase Liability for Asserted Claims and Unasserted Claims

	2011			2010		
	Residential Mortgages (a)	Home Equity Loans/ Lines (b)	Total	Residential Mortgages (a)	Home Equity Loans/ Lines (b)	Total
In millions						
January 1	\$ 144	\$150	\$294	\$ 229	\$ 41	\$270
Reserve adjustments, net	14		14	27	19	46
Losses - loan repurchases and settlements	(34)	(22)	(56)	(68)	(1)	(69)
March 31	\$ 124	\$128	\$252	\$ 188	\$ 59	\$247

(a) Repurchase obligation associated with sold loan portfolios of \$134.2 billion and \$158.0 billion at March 31, 2011 and March 31, 2010, respectively.

(b) Repurchase obligation associated with sold loan portfolios of \$6.3 billion and \$7.3 billion at March 31, 2011 and March 31, 2010, respectively. PNC is no longer engaged in the brokered home equity business which was acquired with National City.

REINSURANCE AGREEMENTS

We have two wholly-owned captive insurance subsidiaries which provide reinsurance to third-party insurers related to insurance sold to our customers. These subsidiaries enter into various types of reinsurance agreements with third-party insurers where the subsidiary assumes the risk of loss through

either an excess of loss or quota share agreement up to 100% reinsurance. In excess of loss agreements, these subsidiaries assume the risk of loss for an excess layer of coverage up to specified limits, once a defined first loss percentage is met. In quota share agreements, the subsidiaries and third-party insurers share the responsibility for payment of all claims.

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Reserves recognized for probable losses on these policies and the aggregate maximum exposure up to the specified limits for all reinsurance contracts were as follows:

REINSURANCE AGREEMENTS

In millions except as noted	March 31, 2011
Reserves for probable losses	\$ 119
Maximum exposure (billions)	\$ 4.9

The comparable amount of reserves for probable losses as of December 31, 2010 was \$150 million.

Repurchase and Resale Agreements

We enter into repurchase and resale agreements where we transfer investment securities to/from a third party with the agreement to repurchase/resell those investment securities at a future date for a specified price. These transactions are accounted for as collateralized borrowings/financings.

NOTE 18 SEGMENT REPORTING

We have six reportable business segments:

- Retail Banking
- Corporate & Institutional Banking
- Asset Management Group
- Residential Mortgage Banking
- BlackRock
- Distressed Assets Portfolio

Results of individual businesses are presented based on our management accounting practices and management structure. There is no comprehensive, authoritative body of guidance for management accounting equivalent to GAAP; therefore, the financial results of our individual businesses are not necessarily comparable with similar information for any other company. We refine our methodologies from time to time as our management accounting practices are enhanced and our businesses and management structure change.

Financial results are presented, to the extent practicable, as if each business operated on a stand-alone basis. As permitted under GAAP, we have aggregated the business results for certain similar operating segments for financial reporting purposes.

Assets receive a funding charge and liabilities and capital receive a funding credit based on a transfer pricing methodology that incorporates product maturities, duration and other factors.

Capital is intended to cover unexpected losses and is assigned to our business segments using our risk-based economic capital model, including consideration of the goodwill and other intangible assets at those business segments, as well as the diversification of risk among the business segments. We have revised certain capital allocations among our business

segments, including amounts for prior periods. PNC's total capital did not change as a result of these adjustments for any periods presented.

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

Total business segment financial results differ from consolidated income from continuing operations before noncontrolling interests, which itself excludes the earnings and revenue attributable to GIS through March 31, 2010 that is reflected in discontinued operations. The impact of these differences is reflected in the "Other" category in the business segment tables. "Other" includes residual activities that do not meet the criteria for disclosure as a separate reportable business, such as gains or losses related to BlackRock transactions including LTIP share distributions and obligations, integration costs, asset and liability management activities including net securities gains or losses and certain trading activities, exited businesses, equity management activities, alternative investments, intercompany eliminations, most corporate overhead, and differences between business segment performance reporting and financial statement reporting (GAAP), including the presentation of net income attributable to noncontrolling interests. Assets, revenue and earnings attributable to foreign activities were not material in the periods presented for comparative purposes.

BUSINESS SEGMENT PRODUCTS AND SERVICES

Retail Banking provides deposit, lending, brokerage, trust, investment management, and cash management services to consumer and small business customers within our primary geographic markets. Our customers are serviced through our branch network, call centers and the internet. The branch network is located primarily in Pennsylvania, Ohio, New Jersey, Michigan, Maryland, Illinois, Indiana, Kentucky, Florida, Virginia, Missouri, Delaware, Washington, D.C., and Wisconsin.

Corporate & Institutional Banking provides lending, treasury management, and capital markets-related products and services to mid-sized corporations, government and not-for-profit entities, and selectively to large corporations. Lending products include secured and unsecured loans, letters of credit and equipment leases. Treasury management services include cash and investment management, receivables management, disbursement services, funds transfer services, information reporting, and global trade services. Capital markets-related products and services include foreign exchange, derivatives, loan syndications, mergers and acquisitions advisory and related services to middle-market

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companies, our multi-seller conduit, securities underwriting, and securities sales and trading. Corporate & Institutional Banking also provides commercial loan servicing, and real estate advisory and technology solutions for the commercial real estate finance industry. Corporate & Institutional Banking provides products and services generally within our primary geographic markets, with certain products and services offered nationally and internationally.

Asset Management Group includes personal wealth management for high net worth and ultra high net worth clients and institutional asset management. Wealth management products and services include financial planning, customized investment management, private banking, tailored credit solutions and trust management and administration for individuals and their families. Institutional asset management provides investment management, custody, and retirement planning services. The institutional clients include corporations, unions, municipalities, non-profits, foundations and endowments located primarily in our geographic footprint.

Residential Mortgage Banking directly originates primarily first lien residential mortgage loans on a nationwide basis with a significant presence within the retail banking footprint, and also originates loans through majority or minority owned affiliates. Mortgage loans represent loans collateralized by one-to-four-family residential real estate. These loans are typically underwritten to government agency and/or third party standards, and sold, servicing retained, to secondary mortgage conduits FNMA, FHLMC, Federal Home Loan

Banks and third-party investors, or are securitized and issued under the GNMA program. The mortgage servicing operation performs all functions related to servicing mortgage loans—primarily those in first lien position—for various investors and for loans owned by PNC. Certain loans originated through majority or minority owned affiliates are sold to others.

BlackRock is the largest publicly traded investment management firm in the world. BlackRock manages assets on behalf of institutional and individual investors worldwide through a variety of equity, fixed income, multi-asset class, alternative and cash management separate accounts and funds, including iShares®, the global product leader in exchange-traded funds. In addition, BlackRock provides market risk management, financial markets advisory and enterprise investment system services globally to a broad base of clients. At March 31, 2011, our economic interest in BlackRock was 20%.

PNC received cash dividends from BlackRock of \$53 million during the first three months of 2011 and \$46 million during the first three months of 2010.

Distressed Assets Portfolio includes commercial residential development loans, cross-border leases, consumer brokered home equity loans, retail mortgages, non-prime mortgages, and residential construction loans. These loans require special servicing and management oversight given current market conditions. We obtained the majority of these loans through acquisitions of other companies.

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Results Of Businesses

Three months ended March 31 In millions	Retail Banking	Corporate & Institutional Banking	Asset Management Group	Residential Mortgage Banking	BlackRock	Distressed Assets Portfolio	Other	Consolidated
2011								
Income Statement								
Net interest income	\$ 818	\$ 782	\$ 60	\$ 56		\$ 236	\$ 224	\$ 2,176
Noninterest income	429	299	162	202	\$ 108	9	246	1,455
Total revenue	1,247	1,081	222	258	108	245	470	3,631
Provision for (recoveries of) credit losses	276	(30)	(6)	8		152	21	421
Depreciation and amortization	47	43	10	3			69	172
Other noninterest expense	954	402	150	134		53	205	1,898
Income (loss) from continuing operations before income taxes and noncontrolling interests	(30)	666	68	113	108	40	175	1,140
Income taxes (benefit)	(12)	234	25	42	22	15	(18)	308
Income (loss) from continuing operations before noncontrolling interests	\$ (18)	\$ 432	\$ 43	\$ 71	\$ 86	\$ 25	\$ 193	\$ 832
Inter-segment revenue		\$ 3	\$ 3	\$ 2	\$ 4	\$ (3)	\$ (9)	
Average Assets (a)	\$66,669	\$ 76,980	\$ 6,918	\$ 11,619	\$ 5,530	\$14,101	\$80,737	\$ 262,554
2010								
Income Statement								
Net interest income	\$ 869	\$ 882	\$ 63	\$ 74		\$ 342	\$ 149	\$ 2,379
Noninterest income	490	371	164	154	\$ 99	(12)	118	1,384
Total revenue	1,359	1,253	227	228	99	330	267	3,763
Provision for (recoveries of) credit losses	339	236	9	(16)		165	18	751
Depreciation and amortization	63	36	10	1			73	183
Other noninterest expense	912	410	146	119		48	295	1,930
Income (loss) from continuing operations before income taxes and noncontrolling interests	45	571	62	124	99	117	(119)	899
Income taxes (benefit)	21	203	23	46	22	44	(108)	251
Income (loss) from continuing operations before noncontrolling interests	\$ 24	\$ 368	\$ 39	\$ 78	\$ 77	\$ 73	\$ (11)	\$ 648
Inter-segment revenue		\$ 16	\$ 4	\$ 2	\$ 4	\$ (3)	\$ (23)	
Average Assets (a)	\$68,354	\$ 79,575	\$ 7,041	\$ 8,855	\$ 6,225	\$19,507	\$77,591	\$ 267,148

(a) Period-end balances for BlackRock.

Statistical Information (Unaudited)

The PNC Financial Services Group, Inc.

Average Consolidated Balance Sheet And Net Interest Analysis

Taxable-equivalent basis Dollars in millions	First Quarter 2011			Fourth Quarter 2010		
	Average Balances	Interest Income/Expense	Average Yields/Rates	Average Balances	Interest Income/Expense	Average Yields/Rates
Assets						
Interest-earning assets:						
Investment securities						
Securities available for sale						
Residential mortgage-backed						
Agency	\$ 29,134	\$ 263	3.61%	\$ 28,457	\$ 258	3.64%
Non-agency	8,057	105	5.23	8,495	134	6.30
Commercial mortgage-backed	3,298	39	4.74	3,325	39	4.81
Asset-backed	2,757	19	2.70	2,824	19	2.67
US Treasury and government agencies	5,682	36	2.51	6,250	38	2.39
State and municipal	2,081	26	4.95	1,732	22	4.95
Other debt	3,994	26	2.58	3,618	24	2.69
Corporate stocks and other	443		.06	418		.09
Total securities available for sale	55,446	514	3.70	55,119	534	3.88
Securities held to maturity						
Commercial mortgage-backed	4,239	55	5.22	4,311	55	5.17
Asset-backed	2,463	16	2.53	2,849	19	2.59
Other	9		4.90	10	1	5.84
Total securities held to maturity	6,711	71	4.24	7,170	75	4.14
Total investment securities	62,157	585	3.76	62,289	609	3.91
Loans						
Commercial	56,300	710	5.04	54,065	750	5.43
Commercial real estate	17,545	203	4.63	18,555	244	5.15
Equipment lease financing	6,307	79	5.00	6,375	83	5.18
Consumer	54,460	670	4.99	54,741	691	5.01
Residential real estate	15,518	239	6.15	16,145	211	5.23
Total loans	150,130	1,901	5.09	149,881	1,979	5.21
Loans held for sale	3,193	69	8.77	3,331	55	6.53
Federal funds sold and resale agreements	2,813	8	1.19	2,130	9	1.67
Other	5,802	44	3.06	6,164	41	2.71
Total interest-earning assets/interest income	224,095	2,607	4.67	223,795	2,693	4.76
Noninterest-earning assets:						
Allowance for loan and lease losses	(4,835)			(5,039)		
Cash and due from banks	3,393			3,516		
Other	39,901			41,286		
Total assets	\$262,554			\$263,558		
Liabilities and Equity						
Interest-bearing liabilities:						
Interest-bearing deposits						
Money market	\$ 58,556	51	.35	\$ 58,436	55	.37
Demand	26,313	7	.10	25,388	6	.10
Savings	7,656	3	.19	7,221	3	.18
Retail certificates of deposit	36,509	116	1.28	39,201	136	1.37
Other time	515	3	2.77	598	3	2.40
Time deposits in foreign offices	3,452	2	.21	2,799	2	.19
Total interest-bearing deposits	133,001	182	.55	133,643	205	.61
Borrowed funds						
Federal funds purchased and repurchase agreements	6,376	2	.16	4,552	3	.25
Federal Home Loan Bank borrowings	5,088	13	1.02	6,168	15	.97
Bank notes and senior debt	11,745	68	2.31	13,073	95	2.85
Subordinated debt	9,353	128	5.46	9,490	138	5.82
Other	5,847	14	.98	4,947	14	1.09
Total borrowed funds	38,409	225	2.35	38,230	265	2.74
Total interest-bearing liabilities/interest expense	171,410	407	.95	171,873	470	1.08
Noninterest-bearing liabilities and equity:						
Noninterest-bearing deposits	47,755			47,998		
Allowance for unfunded loan commitments and letters of credit	188			193		
Accrued expenses and other liabilities	9,771			10,506		
Equity	33,430			32,988		
Total liabilities and equity	\$262,554			\$263,558		
Interest rate spread			3.72			3.68
Impact of noninterest-bearing sources			.22			.25
Net interest income/margin		\$ 2,200	3.94%		\$ 2,223	3.93%

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

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Average Consolidated Balance Sheet And Net Interest Analysis (Continued)

Third Quarter 2010			Second Quarter 2010			First Quarter 2010		
Average Balances	Interest Income/ Expense	Average Yields/ Rates	Average Balances	Interest Income/ Expense	Average Yields/Rates	Average Balances	Interest Income/ Expense	Average Yields/Rates
\$22,916	\$ 229	4.00%	\$ 20,382	\$ 196	3.83%	\$ 21,926	\$ 228	4.16%
8,917	134	6.04	9,358	140	5.97	10,213	150	5.87
3,100	42	5.34	2,962	39	5.29	5,357	71	5.29
2,436	21	3.51	1,695	21	4.96	1,992	22	4.40
7,758	52	2.67	8,708	61	2.81	7,493	60	3.19
1,323	17	5.19	1,356	19	5.50	1,365	21	6.26
3,092	21	2.64	2,526	18	2.94	1,874	16	3.39
472		.12	446		.13	457		.10
50,014	516	4.13	47,433	494	4.16	50,677	568	4.48
4,130	60	5.81	4,264	60	5.62	2,110	31	5.82
3,435	21	2.45	3,697	24	2.61	3,665	25	2.76
9		7.87	21		9.29	160	5	11.97
7,574	81	4.29	7,982	84	4.23	5,935	61	4.10
57,588	597	4.15	55,415	578	4.17	56,612	629	4.44
53,502	713	5.21	54,349	729	5.30	55,464	696	5.02
19,847	223	4.40	20,963	269	5.08	22,423	309	5.51
6,514	86	5.27	6,080	77	5.13	6,131	79	5.12
55,036	708	5.11	54,939	736	5.37	55,349	730	5.35
16,766	281	6.70	18,576	359	7.73	19,397	358	7.39
151,665	2,011	5.24	154,907	2,170	5.58	158,764	2,172	5.50
3,021	55	7.22	2,646	87	13.15	2,476	66	10.80
1,602	9	2.26	2,193	10	1.73	1,669	9	2.23
9,801	51	2.04	9,419	46	1.93	7,471	47	2.55
223,677	2,723	4.82	224,580	2,891	5.13	226,992	2,923	5.17
(5,290)			(5,113)			(5,136)		
3,436			3,595			3,735		
42,756			41,304			41,557		
\$264,579			\$264,366			\$267,148		
\$58,016	62	.42	\$ 58,679	68	.46	\$ 57,923	76	.53
25,078	7	.11	24,953	9	.14	24,672	11	.18
7,092	3	.18	7,075	4	.19	6,623	3	.19
41,724	155	1.47	43,745	156	1.44	47,162	181	1.55
740	5	2.54	881	6	2.90	1,039	8	3.01
2,650	1	.23	2,661	1	.21	3,034	2	.21
135,300	233	.68	137,994	244	.71	140,453	281	.81
4,179	3	.29	4,159	3	.29	4,344	4	.39
7,680	20	1.04	8,575	19	.83	9,603	17	.73
12,799	92	2.81	12,666	49	1.53	12,616	84	2.65
9,569	127	5.27	9,764	110	4.54	9,769	130	5.30
4,886	11	.89	6,005	14	.92	5,934	11	.77
39,113	253	2.56	41,169	195	1.88	42,266	246	2.33
174,413	486	1.10	179,163	439	.98	182,719	527	1.16
45,306			44,308			42,631		
218			251			295		
12,687			10,446			10,401		
31,955			30,198			31,102		
\$264,579			\$264,366			\$267,148		
		3.72			4.15			4.01
		.24			.20			.23
\$ 2,237		3.96%	\$ 2,452		4.35%	\$ 2,396		4.24%

Loan fees for the three months ended March 31, 2011, December 31, 2010, September 30, 2010, June 30, 2010, and March 31, 2010 were \$38 million, \$37 million, \$29 million, \$43 million, and \$45 million, respectively.

Interest income includes the effects of taxable-equivalent adjustments using a marginal federal income tax rate of 35% to increase tax-exempt interest income to a taxable-equivalent basis. The taxable-equivalent adjustments to interest income for the three months ended March 31, 2011, December 31, 2010, September 30, 2010, June 30, 2010, and March 31, 2010 were \$24 million, \$22 million, \$22 million, \$19 million, and \$18 million, respectively.

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PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See the information set forth in Note 16 Legal Proceedings in the Notes To Consolidated Financial Statements under Part I, Item 1 of this Report, which is incorporated by reference in response to this item.

ITEM 1A. RISK FACTORS

There are no material changes from any of the risk factors previously disclosed in PNC's 2010 Form 10-K in response to Part I, Item 1A.

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

(c) Details of our repurchases of PNC common stock during the first quarter of 2011 are included in the following table:

In thousands, except per share data

2011 period	Total shares purchased (a)	Average price paid per share	Total shares purchased as part of publicly announced programs (b)	Maximum number of shares that may yet be purchased under the programs (b)
January 1 – 31	141	\$61.29		24,710
February 1 – 28	274	\$62.24		24,710
March 1 – 31	125	\$61.74		24,710
Total	540	\$61.88		

(a) Reflects PNC common stock purchased in connection with our various employee benefit plans. No shares were purchased under the program referred to in note (b) to this table during the first quarter of 2011. Effective January 2011, employer matching contributions to the PNC Incentive Savings Plan were no longer made in PNC common stock, but rather in cash. Note 14 Employee Benefit Plans in the Notes To Consolidated Financial Statements in Item 8 of our 2010 Form 10-K includes additional information regarding our employee benefit plans that use PNC common stock.

(b) Our current stock repurchase program allows us to purchase up to 25 million shares on the open market or in privately negotiated transactions. This program was authorized on October 4, 2007 and will remain in effect until fully utilized or until modified, superseded or terminated.

ITEM 6. EXHIBITS

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

EXHIBIT INDEX

10.70	The Corporation's 2006 Incentive Award Plan, as amended and restated effective as of March 11, 2011
10.71	2011 forms of employee stock option, restricted stock, restricted share unit and performance unit agreements

10.72	Form of change of control employment agreements
12.1	Computation of Ratio of Earnings to Fixed Charges
12.2	Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividends
31.1	Certification of Chairman and Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350
32.2	Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350
99.3	Consent order between The PNC Financial Services Group, Inc. and the Board of Governors of the Federal Reserve System. Incorporated by reference to Exhibit 99.1 of PNC's Current Report on Form 8-K filed April 14, 2011.
99.4	Consent order between PNC Bank, National Association and the Office of the Comptroller of the Currency. Incorporated by reference to Exhibit 99.2 of PNC's Current Report on Form 8-K filed April 14, 2011.
101	Interactive Data File (XBRL)

You can obtain copies of these Exhibits electronically at the SEC's website at www.sec.gov or by mail from the Public Reference Section of the SEC, at 100 F Street, N.E., Washington, DC 20549 at prescribed rates. The Exhibits are also available as part of this Form 10-Q on or through PNC's corporate website at www.pnc.com/secfilings. Shareholders and bondholders may also obtain copies of Exhibits, without charge, by contacting Shareholder Relations at 800-843-2206 or via e-mail at investor.relations@pnc.com. The interactive data file (XBRL) exhibit is only available electronically.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on May 9, 2011 on its behalf by the undersigned thereunto duly authorized.

The PNC Financial Services Group, Inc.

/s/ Richard J. Johnson

Richard J. Johnson
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

CORPORATE INFORMATION

THE PNC FINANCIAL SERVICES GROUP, INC.

Corporate Headquarters

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

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

Internet Information The PNC Financial Services Group, Inc.'s financial reports and information about its products and services are available on the internet at www.pnc.com. We provide information for investors on our corporate website under "About PNC – Investor Relations," such as Investor Events, Quarterly Earnings, SEC Filings, Financial Information, Financial Press Releases and Message from the Chairman. Under "Investor Relations," we will from time to time post information that we believe may be important or useful to investors. We generally post the following shortly before or promptly following its first use or release: financially-related press releases (including earnings releases), various SEC filings, presentation materials associated with earnings and other investor conference calls or events, and access to live and taped audio from such calls or events. When warranted, we will also use our website to expedite public access to time-critical information regarding PNC in advance of distribution of a press release or a filing with the SEC disclosing the same information. You can also find the SEC reports and corporate governance information described in the sections below in the Investor Relations section of our website.

Where we have included web addresses in this Report, such as our web address and web addresses of the SEC and of BlackRock, we have included those web addresses as inactive textual references only. Except as specifically incorporated by reference into this Report, information on those websites is not part hereof.

Financial Information We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (Exchange Act), and, in accordance with the Exchange Act, we file annual, quarterly and current reports, proxy statements, and other information with the SEC. You can obtain copies of these and other filings, including exhibits, electronically at the SEC's internet website at www.sec.gov or on or through PNC's corporate internet website at www.pnc.com/secfilings. Shareholders and bond holders may also obtain copies of these filings without charge by contacting Shareholder Services at 800-982-7652 or via the online contact form at www.computershare.com/contactus for copies without exhibits, and by contacting Shareholder Relations at 800-843-2206 or via email at

investor.relations@pnc.com for copies of exhibits, including financial statement and schedule exhibits where applicable. The interactive data file (XBRL) exhibit is only available electronically.

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

Inquiries For financial services call 888-PNC-2265.

Individual shareholders should contact Shareholder Services at 800-982-7652.

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

News media representatives and others seeking general information should contact Fred Solomon, Vice President, Corporate Communications, at 412-762-4550 or via email at corporate.communications@pnc.com.

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

	High	Low	Close	Cash Dividends Declared (a)
2011 Quarter				
First	\$65.19	\$59.67	\$62.99	\$.10
Total				\$.10
2010 Quarter				
First	\$61.80	\$50.46	\$59.70	\$.10
Second	70.45	56.30	56.50	.10
Third	62.99	49.43	51.91	.10
Fourth	61.79	50.69	60.72	.10
Total				\$.40

(a) Our Board approved a second quarter cash dividend of \$.35 per common share, which was paid on May 5, 2011.

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Dividend Policy Holders of PNC common stock are entitled to receive dividends when declared by the Board of Directors out of funds legally available for this purpose. Our Board of Directors may not pay or set apart dividends on the common stock until dividends for all past dividend periods on any series of outstanding preferred stock have been paid or declared and set apart for payment. The Board presently intends to continue the policy of paying quarterly cash dividends. The amount of any future dividends will depend on economic and market conditions, our financial condition and operating results, and other factors, including contractual restrictions and applicable government regulations and policies (such as those relating to the ability of bank and non-bank subsidiaries to pay dividends to the parent company and regulatory capital limitations).

Dividend Reinvestment And Stock Purchase Plan

The PNC Financial Services Group, Inc. Dividend Reinvestment and Stock Purchase Plan enables holders of our common and preferred stock to conveniently purchase additional shares of common stock. You can obtain a prospectus and enrollment form by contacting Shareholder Services at 800-982-7652.

Registrar And Stock Transfer Agent

Computershare Trust Company, N.A.
250 Royall Street
Canton, MA 02021
800-982-7652

THE PNC FINANCIAL SERVICES GROUP, INC.
2006 INCENTIVE AWARD PLAN
(as amended and restated effective as of March 11, 2011)

1. DEFINITIONS.

In this Plan, except where the context otherwise indicates, the following definitions apply.

- 1.1. “Agreement” means an agreement in Writing between the Corporation and the Grantee evidencing a grant of an Award under the Plan.
- 1.2. “Award” means an Option, Share Award, Restricted Share, Incentive Share, Share Unit, Share Appreciation Right, Restricted Share Unit, Performance Unit, Other Share-Based Award or Dollar-Denominated Award.
- 1.3. “Board” means the Board of Directors of the Corporation.
- 1.4. “Committee” means (i) in the case of Awards made to Eligible Persons other than Directors (“Employee Awards”), the Board’s Personnel and Compensation Committee, or such other committee or designee appointed by the Board or the Personnel and Compensation Committee to manage Employee Awards generally or specific individual or groups of Employee Awards, and (ii) in the case of Awards made to Directors, the Board’s Nominating and Governance Committee, unless otherwise determined by the Board. To the extent required by Section 162(m) of the Internal Revenue Code, Rule 16b-3 of the Exchange Act or other similar requirement, any action taken by the Committee shall be taken by the Committee as a whole or by a subcommittee of at least two members, and all the members of the Committee or such subcommittee will be “outside directors” as defined in Treas. Reg. Section 1.162-27(e)(3) or any similar successor regulation and “non-employee directors” as defined in Rule 16b-3(b)(3)(i) under the Exchange Act or any similar successor rule. In all other events, the Chairman of the Committee shall be authorized to act on behalf of the Committee unless otherwise determined by the Committee. Except where the context otherwise requires, references in the Plan to the “Committee” also shall be deemed to refer to the Chairman and to any delegate of the Committee while acting within the scope of such delegation.
- 1.5. “Common Stock” means the common stock, par value \$5.00 per share, of the Corporation.
- 1.6. “Corporation” means The PNC Financial Services Group, Inc.
- 1.7. “Director” means any member of the Board who is not also an employee of the Corporation or any Subsidiary.
- 1.8. “Dividend Equivalent” means a right granted to an Eligible Person as a Share-Based Award or in connection with a Share-Denominated Award (other than an Option or a Share Appreciation Right) to receive the equivalent value (in cash or Shares) of dividends paid on Common Stock.
- 1.9. “Dollar-Denominated Award” means an Award denominated in dollars rather than in Shares, as provided under Article 12, whether settled in cash or Shares.
- 1.10. “Effective Date” means February 15, 2006, subject to approval of the Plan by the Corporation’s shareholders.
- 1.11. “Eligible Person” means an employee or officer of the Corporation or of a Subsidiary, or a Director, selected by the Committee as eligible to receive an Award under the Plan.

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- 1.12. “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
- 1.13. “Fair Market Value” means, as of any given date, the average of the reported high and low trading prices on the New York Stock Exchange for a share of Common Stock on such date or as otherwise determined using any other reasonable method adopted by the Committee in good faith for such purpose that uses actual transactions in Common Stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.
- 1.14. “Grantee” means an Eligible Person to whom an Award has been granted.
- 1.15. “Grant Date” means:
- (i) with respect to Options and Share Appreciation Rights, the date as of which an Award is authorized by the Committee to be granted to an Eligible Person or a group of Eligible Persons, provided that (A) the Eligible Person does not have the ability to individually negotiate the key terms and conditions of the Award with the Corporation or, if so, such negotiations have concluded, and (B) the key terms of the Award are expected to be communicated to the Grantee or group of Grantees within a relatively short period of time from the date as of which the Award is authorized to be granted; and
 - (ii) with respect to all other Awards, the date on which such Award is approved by the Committee, or such later date specified by the Committee in authorizing the Award.
- 1.16. “Incentive Share” means a Share awarded pursuant to the provisions of Article 9.
- 1.17. “Incentive Stock Option” means an Option granted under the Plan that qualifies as an incentive stock option under Section 422 of the Internal Revenue Code and that the Corporation designates as such in the Agreement granting the Option.
- 1.18. “Internal Revenue Code” means the Internal Revenue Code of 1986 as amended and the rules and regulations promulgated thereunder.
- 1.19. “Non-Exempt Employees” means employees whose minimum wages and maximum hours are subject to the requirements imposed under sections 206 and 207 of the Fair Labor Standards Act of 1938, as amended (“FLSA”), and who are not exempted from such requirements under section 213 of the FLSA.
- 1.20. “Nonstatutory Stock Option” means an Option granted under the Plan that is not an Incentive Stock Option.
- 1.21. “Option” means an option to purchase Shares granted under the Plan in accordance with the terms of Article 6.
- 1.22. “Option Period” means the period during which an Option may be exercised.
- 1.23. “Option Price” means the price per Share at which an Option may be exercised.
- 1.24. “Optionee” means an Eligible Person to whom an Option has been granted.
- 1.25. “Other Share-Based Award” means a Share-Denominated Award other than an Option, Share Award, Restricted Share, Incentive Share, Share Unit, Share Appreciation Right, Restricted Share Unit or Performance Unit, as contemplated in Article 11.
- 1.26. “Performance Criteria” means the performance standards selected by the Committee. The performance standards may be based on one or more of the business or financial metrics set forth

below and may be applied singly or in combination. The performance standards may apply to the individual, a subsidiary, a business unit or portion of the Corporation, the Corporation as a whole, or a combination thereof. The specified performance may be measured annually or for a shorter or longer performance period, and may be measured on an absolute basis or relative to an established target, to previous year or other comparable period or periods' results, to a designated comparison group or groups, or to one or more designated external or internal indices or benchmarks, in each case as or in the manner specified by the Committee. Where more specific metrics are listed within categories below, they are intended to be illustrative and are not to be construed as limitations on the more general metrics. The Committee may specify that the performance metrics will include adjustments to include or exclude the effect of certain events, including any of the following events: litigation or claim judgments or settlements; changes in tax law, accounting principles or other such laws or provisions affecting reported results; severance, contract termination and other costs related to exiting certain business activities; gains or losses from the disposition of businesses or assets or from the early extinguishment of debt; or charges for extraordinary items and other unusual or non-recurring items of loss or expense, such as expenses related to goodwill and other intangible assets, stock offerings, stock repurchases and loan loss provisions.

The following business or financial performance metrics may form the basis of performance standards selected by the Committee: (i) earnings measures (including earnings per share, net income, net interest income, non-interest income) or earnings growth measures; (ii) market or market-related measures (including stock price, dividends or dividend yield, total shareholder return, market to book value, price / earnings ratio); (iii) improvement or maintenance of financial or credit ratings; (iv) return or use of capital measures (including return on assets, equity or investment); (v) other capital or liquidity measures or objectives (including measures or objectives related to economic capital, cost of capital); (vi) other measures of operating or profitability margin or performance (including net interest margin, operating or profit margin, productivity ratios); (vii) risk-adjusted profitability measures; (viii) regulatory compliance; (ix) internal or external regulatory capital, liquidity, risk or other regulatory-related requirements, expectations, goals or objectives; (x) satisfactory internal or external audits; (xi) achievement of balance sheet, income statement, or other financial or strategic business objectives (including objectives related to capital management, assets, loans, charge-offs, allowance for loan and lease losses, other reserves, reduction of nonperforming assets, asset quality levels, investments, deposits, deposit mix, interest-sensitivity gap levels); (xii) expense measures (including objectives related to expense management, operating efficiencies, efficiency ratios, non-interest expense); (xiii) on or off-balance sheet portfolio objectives (including those related to servicing portfolios, securitizations, assets under administration or management, loan originations or sales); (xiv) achievement of asset quality objectives; (xv) achievement of risk management objectives; (xvi) technology or innovation goals or objectives; (xvii) workforce objectives; (xviii) consummation of acquisitions, dispositions, projects or other specific events or transactions; (xix) acquisition integration or disposition management goals or objectives; (xx) product, customer or market-related objectives (including sales, product revenues, revenue mix, product growth, customer growth, number or type of customer relationships, customer satisfaction, cross-selling goals, associate satisfaction, market share); (xxi) and any other objective goals established by the Committee.

- 1.27. "Performance Period" means the period or periods, which may be of overlapping durations, during which each Performance Criterion of a performance-based Award will be measured against the Performance Criteria established by the Committee and specified in the Agreement relating thereto.
- 1.28. "Performance Unit" means a Share Unit payable upon satisfaction of specified Performance Criteria or other conditions or circumstances, as contemplated in Section 10.3.
- 1.29. "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan, which is the Plan set forth in this document, as amended from time to time.
- 1.30. "Prior Plan" means The PNC Financial Services Group, Inc. 1997 Long-Term Incentive Award Plan, as amended and restated.

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- 1.31. “Prior Plan Award” means an award granted pursuant to the Prior Plan.
- 1.32. “Qualified Performance-Based Compensation” means any compensation that is intended to qualify as “qualified performance-based compensation” as described in Section 162(m)(4)(C) of the Internal Revenue Code.
- 1.33. “Related Award” means the Award in connection with which a Related Option, Related Share Unit or Related Right is granted.
- 1.34. “Related Option” means an Option granted in connection with a specified Award.
- 1.35. “Related Share Unit” means a Share Unit granted in connection with a specified Award or by amendment of an outstanding Nonstatutory Stock Option, Restricted Share or Incentive Share granted under the Plan or the Prior Plan.
- 1.36. “Related Right” means a Share Appreciation Right granted in connection with a specified Award or by amendment of an outstanding Nonstatutory Stock Option granted under the Plan.
- 1.37. “Restricted Share” means a Share awarded to an Eligible Person pursuant to Article 7 that is subject to certain restrictions and may be subject to forfeiture.
- 1.38. “Restricted Share Unit” means a Share Unit awarded to an Eligible Person pursuant to Article 10 that is subject to certain restrictions and may be subject to forfeiture.
- 1.39. “Right Period” means the period during which a Share Appreciation Right may be exercised.
- 1.40. “Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.
- 1.41. “Share” means a share of authorized but unissued Common Stock or a reacquired share of Common Stock, including shares purchased by the Corporation on the open market for purposes of the Plan or otherwise.
- 1.42. “Share-Denominated Award” means any Award hereunder other than a Dollar-Denominated Award under Article 12, and specifically an Award that is denominated in or by reference to a specified number of Shares, whether settled in Shares or cash.
- 1.43. “Share Appreciation Right” means a share appreciation right granted under the Plan in accordance with the terms of Article 8.
- 1.44. “Share Award” means an award of Common Stock as described in Article 7.
- 1.45. “Share Unit” means an award of a phantom unit, representing the right to receive a Share or an amount based on the value of a Share, as described in Article 10.
- 1.46. “Subsidiary” means an entity which is a member of a “controlled group” or under “common control” with the Corporation as determined under Section 414(b) or (c) of the Internal Revenue Code except that an entity will be deemed to be in a controlled group or under common control with the Corporation for this purpose if the Corporation either directly or indirectly owns at least 50% (or 20% with legitimate business criteria) of the total combined voting power of all classes of stock (or similar interests) of such entity or would otherwise satisfy the definition of service recipient under Section 409A of the Internal Revenue Code.
- 1.47. “Writing” means any paper or electronic means of documenting the terms of an Agreement hereunder

which satisfies such requirements for formality, authenticity and verification of signature and authority as may be established by the Committee or by those persons responsible for performing administrative functions under the Plan.

2. PURPOSE.

The Plan is intended to promote the success and enhance the value of the Corporation by linking the personal interests of Directors, officers and employees to those of the Corporation's shareholders and by providing flexibility to the Corporation in its ability to motivate, attract and retain the services of Directors, officers and employees upon whose judgment, interest and special effort the successful conduct of the Corporation's operations is largely dependent.

3. PLAN MANAGEMENT AND ADMINISTRATION.

The Plan will be managed by the Committee. Administrative functions under the Plan shall be performed by the Corporation's Chief Executive Officer or Chief Human Resources Officer, or any of their respective designees; such functions may include, without limitation, documenting and communicating Awards made hereunder, maintaining records concerning such Awards, and satisfying (or assisting Eligible Persons in satisfying) any applicable reporting, disclosure, tax filing or withholding, or other legal requirements concerning Awards. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Corporation or any Subsidiary, the Corporation's independent registered public accounting firm or other certified public accountants, or any executive compensation consultant or other professional retained by the Committee, the Chief Executive Officer or the Chief Human Resources Officer, or any of their respective designees, to assist in the administration of the Plan. In addition to any other powers granted to the Committee, it will have the following management powers, subject to the express provisions of the Plan:

- 3.1. to determine in its discretion the Eligible Persons or group of Eligible Persons to whom Awards will be granted;
- 3.2. to determine the types of Awards to be granted;
- 3.3. to determine the number of Awards to be granted to an Eligible Person or to a group of Eligible Persons and the number of Shares (in the case of Share-Denominated Awards) or dollar amount (in the case of Dollar-Denominated Awards) to be subject to each Award or pool of Awards;
- 3.4. to determine the terms and conditions of any Award, including, but not limited to, the Option Price, grant price, or purchase price, any reload provision, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, and any provisions related to non-competition and recapture of gain on an Award, based in each case on considerations as the Committee in its sole discretion determines;
- 3.5. to determine all other terms and provisions of each Agreement, which need not be identical;
- 3.6. to construe and interpret the Agreements and the Plan;
- 3.7. to require, whether or not provided for in the pertinent Agreement, of any Grantee or Optionee, the making of any representations or agreements that the Committee may deem necessary or advisable in order to comply with, or qualify for advantageous treatment under, applicable securities, tax, or other laws;
- 3.8. to provide for satisfaction of an Optionee's or Grantee's tax liabilities arising in connection with the Plan through, without limitation, retention by the Corporation of Shares otherwise issuable on the exercise of, or pursuant to, an Award (provided that the Share amount retained will not exceed the minimum

applicable required withholding tax rate for federal (including FICA), state or local tax liability), or through delivery of Common Stock to the Corporation by the Optionee or Grantee under such terms and conditions as the Committee deems appropriate, including but not limited to a Share attestation procedure, or by delivery of a properly executed notice together with irrevocable instructions to a broker to promptly deliver to the Corporation the amount of sale or loan proceeds to pay the tax liabilities;

- 3.9. to make all other determinations and take all other actions necessary or advisable for the management and administration of the Plan, including but not limited to establishing, adopting or revising any rules and regulations as it may deem necessary;
- 3.10. to delegate to officers or managers of the Corporation or any Subsidiary the authority to make Awards to Eligible Persons, to select such Eligible Persons, and to determine such terms and conditions thereof as may be specified in such delegation, from a pool of Awards authorized by the Committee; and
- 3.11. without limiting the generality of the foregoing, to provide in its discretion in an Agreement:
 - (i) for an agreement by the Optionee or Grantee to render services to the Corporation or a Subsidiary upon such terms and conditions as may be specified in the Agreement, provided that the Committee will not have the power under the Plan to commit the Corporation or any Subsidiary to employ or otherwise retain any Optionee or Grantee;
 - (ii) for restrictions on the transfer, sale or other disposition of Shares issued to the Optionee or Grantee;
 - (iii) for an agreement by the Optionee or Grantee to resell to the Corporation, under specified conditions, Shares issued in connection with an Award;
 - (iv) for the payment of the Option Price upon the exercise of an Option otherwise than in cash, including, without limitation, by delivery under such terms and conditions as the Committee deems appropriate, including but not limited to a Share attestation procedure, of Common Stock valued at Fair Market Value on the exercise date of the Option, or a combination of cash and Common Stock; or by delivery of a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Corporation the amount of sale or loan proceeds to pay the exercise price;
 - (v) for the deferral of receipt of amounts that otherwise would be distributed upon exercise or payment of an Award, the terms and conditions of any such deferral and any interest or Dividend Equivalent or other payment that will accrue with respect to deferred distributions, subject to the provisions of Article 15;
 - (vi) for the effect of a “change in control,” as defined in the Agreement, of the Corporation on the rights of an Optionee or Grantee with respect to any Award; and
 - (vii) for Dividend Equivalents as, or in connection with, an Award, under such terms and conditions as the Committee deems appropriate, including whether (A) such Dividend Equivalent will be paid currently or will be deferred; (B) deferred Dividend Equivalents will accrue interest; (C) payout of Dividend Equivalents will be subject to service and/or performance conditions; (D) Dividend Equivalents will be accrued as a cash obligation or converted to Share Units. In no event shall Dividend Equivalents be granted with respect to Options or Share Appreciation Rights. In addition, Dividend Equivalents granted with respect to a performance-based Award shall not be distributed during the Performance Period or to the extent any such Award is otherwise unearned. Notwithstanding the foregoing, any deferral of the payment of a Dividend Equivalent will comply with Section 409A of the Internal Revenue Code.

Any determinations or actions made or taken by the Committee pursuant to this Article will be binding

and final.

4. ELIGIBILITY.

Eligible Persons may be granted one or more Awards; provided, however, that Incentive Stock Options will not be granted to Directors.

5. SHARES SUBJECT TO THE PLAN.

- 5.1. The number of Shares initially reserved for issuance over the term of the Plan is limited to 46,000,000 Shares, which includes 23,647,000 authorized but unissued Shares under the Prior Plan. Each Share issued pursuant to an award of Options or Share Appreciation Rights will reduce the aggregate plan limit by one Share. Each Share issued pursuant to an award other than Options or Share Appreciation Rights will reduce the aggregate plan limit by 2.5 Shares. The Plan serves as the successor to the Prior Plan, and no further Prior Plan Awards will be made after the date this Plan is approved by the Corporation's shareholders ("Approval Date"). However, all awards under the Prior Plan, including any features thereof involving reload rights or performance units and the subsequent grant of options or performance units on the exercise thereof, outstanding on the Approval Date will continue in full force and effect in accordance with their terms, and no provision of this Plan will be deemed to affect or otherwise modify the rights or obligations of the holders of those Prior Plan Awards with respect to their acquisition of shares of Common Stock thereunder. To the extent any Prior Plan Awards outstanding under the Prior Plan on the Approval Date are forfeited or expire or terminate unexercised, the number of Shares subject to those forfeited, expired or terminated awards at the time of forfeiture, expiration or termination will be added to the share reserve under this Plan and accordingly will be available for issuance hereunder, except and to the extent that the Committee determines that such shares should be reserved for the purpose of satisfying any reload or performance unit rights with respect to the Prior Plan Awards outstanding on the Approval Date.
- 5.2. Grants of Incentive Stock Options under the Plan may not be made with respect to more than 1,000,000 Shares during any calendar year, provided that such limit only applies to the extent consistent with applicable regulations relating to Incentive Stock Options under the Internal Revenue Code. With respect to one calendar year, an Eligible Person may receive (i) Share-Denominated Awards, other than Share-Denominated Awards (or any portion thereof) that by their terms can only be settled in cash, not to exceed, in the aggregate, 1,000,000 Shares plus (ii) Dollar-Denominated Awards and Share-Denominated Awards (or any portion thereof) that by their terms can only be settled in cash, not to exceed, in the aggregate, 1,000,000 Shares (or the equivalent thereof) for a total individual annual limit of the equivalent of 2,000,000 Shares (the "Individual Limit"). With respect to any Dollar-Denominated Award, the number of Shares allocated to such Award for purposes of applying the Individual Limit in (ii) above will be determined on the Grant Date by dividing the amount of such Award by the Fair Market Value of a share of Common Stock on the Grant Date.
- 5.3. Shares subject to outstanding Awards made under the Plan will be available for subsequent issuance under the Plan to the extent those Awards are forfeited, expire or terminate for any reason prior to the issuance of the Shares subject to those Awards. Shares issued under the Plan subject to a vesting requirement and subsequently forfeited or repurchased by the Corporation, at a price per share not greater than the original issue price paid per share, pursuant to the Corporation's repurchase rights under the Plan or the applicable Agreement will be added back to the number of Shares reserved for issuance under the Plan and accordingly will be available for subsequent reissuance. Should the exercise price of an Option under the Plan be paid with Shares, then the authorized reserve of Common Stock under the Plan will be reduced by the gross number of Shares for which that Option is exercised, and not by the net number of Shares issued under the exercised Option. If a Share Appreciation Right is settled in Shares upon exercise, then the authorized reserve of Common Stock under the Plan will be reduced by the gross number of Shares with respect to which the Share Appreciation Right is exercised, and not by the net number of Shares issued under the exercised Share Appreciation Right. If Shares otherwise issuable under the Plan are withheld by the Corporation in satisfaction of the withholding

taxes incurred in connection with the exercise of an Option, Share Appreciation Right or issuance of fully-vested Shares under another type of Award, then the number of Shares available for issuance under the Plan will be reduced by the gross number of Shares issuable under the exercised Option or Share Appreciation Right or the gross number of fully-vested Shares issuable under another type of Award, calculated in each instance prior to any such share withholding. Notwithstanding the foregoing, any Award or portion of an Award that (i) in accordance with the terms of the applicable Agreement, is payable only in cash and (ii) is disclosed as being payable only in cash in the Corporation's annual report filed with the Securities and Exchange Commission on Form 10-K will be added back immediately to the number of Shares reserved for issuance under the Plan and accordingly will be available for subsequent reissuance.

- 5.4. Where two or more Awards are granted in relation to each other such that the exercise or payment of one such Award automatically and by its terms reduces the number of Shares that may be issued or the amount that may be received pursuant to the other Award or Awards, then the amount that will be included for purposes of the Individual Limits set forth in Section 5.2 for such Awards will be the amount that is the maximum number of Shares (or their equivalent) that could be issued or received pursuant to such Awards and their related Awards taken as a whole, and only the maximum number of Shares that could be issued pursuant to such Awards will be counted against the number of Shares reserved under the Plan at the time of their grant.
 - 5.5. In the case of any Award granted in substitution for an award of a company or business acquired by the Corporation or a Subsidiary, Shares issued or issuable in connection with such substitution will not be counted against the number of Shares reserved under the Plan, but will be available under the Plan by virtue of the Corporation's assumption of the plan or arrangement of the acquired company or business.
 - 5.6. For purposes of the limitations on Shares set forth in Section 5.1, the number of Shares available for issuance under this Plan shall be reduced by the number of shares of common stock of the Corporation issued on or after January 1, 2007 to participants as awards under the Corporation's 1996 Executive Incentive Award Plan (the "1996 Plan"). Shares issued under the 1996 Plan on or after January 1, 2007 that are subject to a vesting requirement and are subsequently forfeited or repurchased by the Corporation (at a price per share not greater than the original issue price paid per share) will be considered to be added back to the number of Shares reserved for issuance under this Plan and accordingly will be available for subsequent reissuance.
6. OPTIONS.
- 6.1. The Committee is hereby authorized to grant Incentive Stock Options and Nonstatutory Stock Options to any employee who is an Eligible Person and to grant Nonstatutory Stock Options to any Director, provided that the number of Options granted to an Eligible Person during a calendar year will not exceed the applicable limitations set forth in Article 5 when aggregated with other applicable Awards made to that Eligible Person during that calendar year.
 - 6.2. All Options will be evidenced by an Agreement. All Agreements granting Incentive Stock Options will contain a statement that the Option is intended to be an Incentive Stock Option; if no such statement is included in the Agreement, or if the Agreement affirmatively states that the Option is intended to be a Nonstatutory Stock Option, the Option shall be a Nonstatutory Stock Option.
 - 6.3. The Option Period will be determined by the Committee and specifically set forth in the Agreement, provided that an Option will not be exercisable after ten years from the Grant Date and will not be exercisable until the expiration of at least six months from the Grant Date (except that this limitation need not apply in the event of the death or disability of the Optionee or as otherwise permitted by the Agreement upon a change in control of the Corporation or, other than with respect to Optionees who are Non-Exempt Employees, as otherwise permitted by the Agreement).
 - 6.4. All Incentive Stock Options granted under the Plan will comply with the provisions of Section 422 of the

Internal Revenue Code and with all other applicable rules and regulations.

- 6.5. The Option Price for any Option will not be less than the Fair Market Value of a Share on the Grant Date.
- 6.6. The Committee will determine the methods by which the Option Price of an Option may be paid and the form or forms of payment that may be permitted.
- 6.7. All other terms of Options granted under the Plan will be determined by the Committee in its sole discretion.
- 6.8. The Committee may provide in the Agreement evidencing the grant of an Option that the Committee, in its sole discretion, will have the right to substitute a Share Appreciation Right for such Option at any time prior to or upon exercise of such Option; provided, however, that the substituted Share Appreciation Right will be exercisable with respect to the same number of Shares for which the Option being replaced would have been exercisable, the base price for the substituted Share Appreciation Right will be the same as the Option Price for the Option being replaced, and the Right Period shall be the same term as the Option Period for the Option being replaced.
- 6.9. Other than in connection with capital adjustments as described in Article 16, an Option may not be repriced without shareholder approval (including cancelling previously awarded Options and regranting them with a lower Option Price or taking any other action with respect to an Option that would be treated as a repricing under the rules and regulations of the principal securities exchange on which the Shares are traded).

7. SHARE AWARDS AND RESTRICTED SHARES.

- 7.1. The Committee is authorized to grant Share Awards to any Eligible Person in such amounts and subject to such terms and conditions as determined by the Committee, provided that the number of Shares awarded to an Eligible Person during a calendar year will not exceed the applicable limitations set forth in Article 5 when aggregated with other applicable Awards made to that Eligible Person during that calendar year. All Share Awards will be evidenced by an Agreement.
- 7.2. Shares issued pursuant to a Share Award may be issued for consideration or no consideration (except as required by applicable law), and may be subject to restrictions or no restrictions, as determined by the Committee. A Share Award that is issued subject to restrictions is referred to in this Plan as a Restricted Share. The Committee may establish conditions under which restrictions on Restricted Shares will lapse over time or according to such other criteria as the Committee deems appropriate.
- 7.3. Restricted Shares will be subject to such restrictions on transferability and other restrictions as the Committee may impose (including, without limitation, restrictions on the right to vote Restricted Shares or the right to receive dividends on Restricted Shares). These restrictions may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Committee determines at the time of the grant of an Award or thereafter, provided that no restrictions will lapse prior to the expiration of six months from the Grant Date (except that this limitation need not apply in the event of the death or disability of the Grantee or as otherwise permitted by the Agreement).
- 7.4. Except as otherwise determined by the Committee at the time of the grant of an Award or thereafter, upon termination of employment or service with or for the Corporation and/or Subsidiaries during the applicable restriction period, Restricted Shares that are at that time subject to restrictions will be forfeited.
- 7.5. Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Committee determines. If certificates representing Restricted Shares are registered in the name of the Grantee,

those certificates must bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares, and the Corporation may, at its discretion, retain physical possession of certificates until such time as all applicable restrictions lapse.

8. SHARE APPRECIATION RIGHTS.

8.1. The Committee may grant Share Appreciation Rights to any Eligible Person, upon such terms and conditions as the Committee deems appropriate under this Article 8, provided that the number of Share Appreciation Rights granted to an Eligible Person during a calendar year will not exceed the applicable limitations set forth in Article 5 when aggregated with other applicable Awards made to that Eligible Person during that calendar year.

8.2. A Share Appreciation Right may be granted under the Plan:

- (i) in connection with, and at the same time as, the grant of another Award to an Eligible Person;
- (ii) by amendment of an outstanding Nonstatutory Stock Option granted under the Plan to an Eligible Person; or
- (iii) independently of any Award granted under the Plan.

A Share Appreciation Right granted under clause (i) or (ii) of the preceding sentence is a Related Right. A Related Right may, in the Committee's discretion, apply to all or a portion of the Shares subject to the Related Award.

8.3. A Share Appreciation Right may be exercised in whole or in part as provided in the Agreement, and, subject to the provisions of the Agreement, entitles its Grantee to receive, without any payment to the Corporation (other than required tax withholding amounts), either cash or that number of Shares (equal to the highest whole number of Shares), or a combination thereof, in an amount or having a Fair Market Value determined as of the date such Award is exercised not to exceed the number of Shares subject to the portion of the Share Appreciation Right exercised multiplied by an amount equal to the excess of the Fair Market Value on the Exercise Date of the Share Appreciation Right over the "base price". The base price for a Share Appreciation Right will not be less than the Fair Market Value per Share as of the Grant Date.

8.4. Other than in connection with capital adjustments as described in Article 16, a Share Appreciation Right may not be repriced without shareholder approval (including cancelling previously awarded Share Appreciation Rights and regranting them with a lower base price or taking any other action with respect to a Share Appreciation Right that would be treated as a repricing under the rules and regulations of the principal securities exchange on which the Shares are traded).

8.5. The Right Period will be determined by the Committee and specifically set forth in the Agreement, provided, however:

- (i) a Share Appreciation Right may not be exercised until the expiration of at least six months from the Grant Date (except that this limitation need not apply in the event of the death or disability of the Grantee or as otherwise permitted by the Agreement upon a change in control of the Corporation or, other than with respect to Grantees who are Non-Exempt Employees, as otherwise permitted by the Agreement);
- (ii) a Share Appreciation Right will expire no later than the earlier of (A) ten years from the Grant Date, or (B) in the case of a Related Right, the expiration of the Related Award; and
- (iii) a Share Appreciation Right that is a Related Right may be exercised only when and to the extent the Related Award is exercisable.

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- 8.6. The exercise or settlement, in whole or in part, of a Related Right will cause a reduction in the number of Shares subject to the Related Award equal to the number of Shares with respect to which the Related Right is exercised or settled. Similarly, the exercise or settlement, in whole or in part, of a Related Award will cause a reduction in the number of Shares subject to the Related Right equal to the number of Shares with respect to which the Related Award is exercised or settled.

9. INCENTIVE SHARE AWARDS.

The Committee may, in its sole discretion, grant Incentive Shares to Eligible Persons, provided that the number of Incentive Shares granted to an Eligible Person during a calendar year will not exceed the applicable limitations set forth in Article 5 when aggregated with other applicable Awards made to such Eligible Person during that calendar year. Incentive Shares will entitle an Eligible Person to receive Shares, to be issued at such times, subject to the achievement of such Performance Criteria or other goals, in recognition of such performance or other achievements, or for such other purposes, and on such other terms and conditions, if any, as the Committee deems appropriate.

10. SHARE UNITS AND RESTRICTED SHARE UNITS.

- 10.1. The Committee may grant Share Units to any Eligible Person, upon such terms and conditions as the Committee deems appropriate under this Article 10, provided that the number of Share Units granted to an Eligible Person during a calendar year will not exceed the applicable limitations set forth in Article 5 when aggregated with other applicable Awards made to such Eligible Person during that calendar year. Each Share Unit will represent the right of the Grantee to receive a Share or an amount based on the value of a Share upon such terms and conditions as the Committee deems appropriate.

- 10.2. Share Units may be issued for consideration or no consideration and may be subject to restrictions or no restrictions, as determined by the Committee. A Share Unit that is issued subject to restrictions is referred to as a Restricted Share Unit. The Committee may establish conditions under which restrictions on Restricted Share Units will lapse over time or according to such other criteria as the Committee deems appropriate.

- 10.3. The Committee may grant Share Units that are payable if specified Performance Criteria or other conditions are met, or under other circumstances. A Share Unit that is payable if specified Performance Criteria are achieved may be referred to as a Performance Unit. During the Performance Period, such Performance Criteria may be particular to an Eligible Person or to the department, branch, Subsidiary or other unit in which the Eligible Person works, or may be based on the performance of the Corporation or of a specified portion or portions of the Corporation and/or Subsidiaries generally.

- 10.4. Share Units may be granted under the Plan:

- (i) in connection with, and at the same time as, the grant of another Award to an Eligible Person;
- (ii) by amendment of an outstanding Nonstatutory Stock Option, Restricted Share or Incentive Share granted under the Plan or the Prior Plan to an Eligible Person; or
- (iii) independently of any Award granted under the Plan.

A Share Unit granted under subparagraph (i) or (ii) of the preceding sentence is a Related Share Unit. A Related Share Unit may, in the Committee's discretion, apply to all or a portion of the Shares subject to the Related Award. A Share Unit may not be granted in connection with, or by amendment to, an Incentive Stock Option.

- 10.5. Share Units may be paid at the end of a specified period, or payment may be deferred to a date authorized by the Committee in accordance with the deferral requirements set forth in Section 409A of

the Internal Revenue Code, to the extent applicable, provided that no restrictions will lapse on Restricted Share Units prior to the expiration of at least six months from the Grant Date (except that this limitation need not apply in the event of the death or disability of the Grantee or as otherwise permitted by the Agreement).

- 10.6. Payment with respect to Share Units will be made in cash, in Shares, or in a combination of the two, as determined by the Committee and set forth in the Agreement. The Agreement will specify the maximum number of Shares (which may be determined by a formula) that will be paid under the Share Units.
- 10.7. The Committee will determine in the Agreement under what circumstances a Grantee may retain Restricted Share Units after termination of the Grantee's employment or service with or for the Corporation and/or Subsidiaries, and the circumstances under which Restricted Share Units may be forfeited.

11. OTHER SHARE-BASED AWARDS.

The Committee may grant Other Share-Based Awards, which are Share-Denominated Awards other than those described in Articles 6 through 10 of the Plan, to any Eligible Person on such terms and conditions as the Committee determines, provided that the number of Other Share-Based Awards granted to an Eligible Person during a calendar year will not exceed the applicable limitations set forth in Article 5 when aggregated with other applicable Awards made to such Eligible Person during that calendar year. Other Share-Based Awards may be awarded subject to the achievement of Performance Criteria or other conditions and may be payable in cash, Shares or any combination of the foregoing, as the Committee determines.

12. DOLLAR-DENOMINATED AWARDS.

The Committee is authorized to grant Dollar-Denominated Awards entitling Eligible Persons to receive a specified dollar amount (which may be determined by a formula) based upon the achievement of specified Performance Criteria or other conditions, provided that the amount of any Dollar-Denominated Award granted to an Eligible Person during a calendar year will not exceed the applicable limitations set forth in Article 5 when aggregated with other applicable Awards made to such Eligible Person during that calendar year. The Committee will determine the terms and conditions of such Awards, which may be payable in cash, Shares or any combination of the foregoing, as the Committee determines.

13. QUALIFIED PERFORMANCE-BASED COMPENSATION.

- 13.1. The Committee may determine that an Award or Awards granted to an Eligible Person will be considered "qualified performance-based compensation" under Section 162(m) of the Internal Revenue Code. The provisions of this Article 13 apply to any such Grants that are to be considered "qualified performance-based compensation" under Section 162(m) of the Internal Revenue Code. To the extent that Awards designated as "qualified performance-based compensation" under Section 162(m) of the Internal Revenue Code are made, no such Award may be made as an alternative to another Award that is not also designated as "qualified performance-based compensation" but instead must be separate and apart from all other Awards made.
- 13.2. When Options or Share Appreciation Rights that are to be considered "qualified performance-based compensation" are granted, the Committee approving such grants must consist solely of two or more "outside directors" as defined in Treas. Reg. Section 1.162-27(e)(3), and the Option Price or base price, as the case may be, established for the grant by the Committee will not be less than the Fair Market Value on the Grant Date.
- 13.3. When Awards other than Options or Share Appreciation Rights that are to be considered "qualified

performance-based compensation” are granted, the Committee will establish in writing (i) the Performance Criteria that must be met, (ii) the Performance Period during which performance will be measured, (iii) the maximum amounts that may be paid if the Performance Criteria are met, and (iv) any other conditions that the Committee deems appropriate and consistent with the Plan and the requirements of Section 162(m) of the Internal Revenue Code for “qualified performance-based compensation.” The Performance Criteria will satisfy the requirements for “qualified performance-based compensation,” including the requirement that the achievement of the goals be substantially uncertain at the time they are established and that the Performance Criteria be established in such a way that a third party with knowledge of the relevant facts could determine whether and to what extent the Performance Criteria have been met. The Committee will not have discretion to increase the maximum amount of compensation that is payable upon achievement of the designated Performance Criteria, but the Committee may in its discretion reduce the amount of compensation that is payable to an Eligible Person upon achievement of the designated Performance Criteria.

- 13.4. The Committee will establish the Performance Criteria in writing either before the beginning of the Performance Period or during a period ending no later than the earlier of (i) 90 days after the beginning of the Performance Period or (ii) the date on which 25% of the Performance Period has been completed, or such other date as may be required or permitted under applicable regulations under Section 162(m) of the Internal Revenue Code.
- 13.5. The Committee will certify and announce the results for the Performance Period to all affected Grantees after the Corporation determines the financial and other relevant performance results for the Performance Period. The Committee will determine the amount, if any, to be paid pursuant to each Grant based on the achievement of the Performance Criteria and the terms of each Agreement.
- 13.6. The Committee may provide in the Agreement that Awards will be payable, in whole or in part, in the event of the Grantee’s death or disability, a change of control or under other circumstances consistent with the Treasury regulations and rulings under Section 162(m) of the Internal Revenue Code.

14. EXERCISE; PAYMENT OF WITHHOLDING TAXES.

An Award that is exercisable by the Grantee may, subject to the provisions of the Agreement under which it was granted, be exercised in whole or in part by the delivery to the Corporation or its designated agent of written notice of the exercise, in such form as the Committee may prescribe. The exercise, however, will not be effective until the Corporation has received the election notice and will be subject to receipt by the Corporation of payment of any applicable Option Price, calculation by the Corporation of the applicable withholding taxes, and receipt by the Corporation of payment for any applicable withholding taxes.

15. DEFERRAL OF AWARDS.

If a Grantee so elects in accordance with the terms of an Agreement, the Grantee may defer any or all of an amount otherwise payable in connection with an Award in accordance with the provisions of a deferred compensation plan maintained by the Corporation or a Subsidiary, provided that:

- (i) the Grantee makes such election by delivering to the Corporation written notice of such election, at such time and in such form as the Committee may from time to time prescribe in accordance with the deferral requirements set forth in Section 409A of the Internal Revenue Code;
- (ii) such election will be irrevocable;
- (iii) such deferred payment will be made in accordance with the provisions of such deferred compensation plan; and
- (iv) the terms of the deferred compensation plan and the election to defer under this Plan comply with

16. CAPITAL ADJUSTMENTS.

The number and class of Shares subject to each outstanding Share-Denominated Award, the Option Price, the base price for any Share Appreciation Right or other Award using such a price, the aggregate number and class of Shares for which grants of Share-Denominated Awards thereafter may be made or in which Awards may be paid, and the Share-based limits provided for in Article 5, will be subject to such adjustment, if any, as the Committee in its sole discretion deems appropriate to reflect any corporate transaction or event, including, without limitation, Share dividends, Share splits, spin-offs, split-ups, recapitalizations, mergers, consolidations or reorganizations of or by the Corporation.

17. TERMINATION OR AMENDMENT.

- 17.1. The Board or the Committee may amend, alter or terminate this Plan in any respect, at any time; provided, however, that, after this Plan has been approved by the shareholders of the Corporation, no amendment, alteration or termination of this Plan will be made by the Board or the Committee without approval of (i) the Corporation's shareholders to the extent shareholder approval of the amendment is required by applicable law or regulations or the requirements of the principal exchange or interdealer quotation system on which the Common Stock is listed or quoted, and (ii) each affected Optionee or Grantee if such amendment, alteration or termination would adversely affect his or her rights or obligations under any grant or award made prior to the date of such amendment, alteration or termination except as otherwise permitted under Articles 15, 18 and 21.
- 17.2. The effective date of any amendment to the Plan will be the date specified by the Board or Committee, as applicable. Any amendments to the Plan requiring shareholder approval pursuant to Section 17.1 are subject to approval by vote of the shareholders of the Corporation within 12 months after their adoption by the Board or the Committee. Subject to that approval, any such amendments are effective as of the date on which they are adopted by the Board or the Committee. Awards may be granted or awarded prior to shareholder approval of amendments, but each Award requiring such amendments will be subject to the approval of the amendments by the shareholders. The date on which any such Award is made prior to shareholder approval of the amendment will be the Grant Date for all purposes of the Plan as if the Award had not been subject to approval. No Award granted subject to shareholder approval of an amendment may be exercised prior to such shareholder approval, and any dividends payable thereon are subject to forfeiture if such shareholder approval is not obtained.

18. MODIFICATION, EXTENSION AND RENEWAL OF AWARDS.

- 18.1. Subject to the terms and conditions of Section 409A of the Internal Revenue Code and the Plan and within the limitations of the Plan, the Committee may modify, extend or renew outstanding Awards, or accept the surrender of outstanding Awards (to the extent not theretofore exercised where applicable) granted under the Plan or under any other plan of the Corporation, a Subsidiary or a company or similar entity acquired by the Corporation or a Subsidiary, and authorize the granting of new Awards pursuant to the Plan in substitution therefor (to the extent not theretofore exercised where applicable), and the modified, extended, renewed or substituted Awards may have any provisions that are authorized by the Plan; provided, however, that unless approved by the shareholders of the Corporation, a modified, extended, renewed or substituted Option or Share Appreciation Right Award may not specify a lower exercise or base price than the Option or Share Appreciation Right that is being modified, extended, renewed or replaced. Subject to the terms and conditions and within the limitations of the Plan, the Committee may modify the terms of any outstanding Agreement. Notwithstanding the foregoing, however, no modification of an Award granted under the Plan will (i) without the consent of the Optionee or Grantee, adversely affect the rights or obligations of the Optionee or Grantee except as otherwise permitted under Articles 15, 18 or 21 or as may be necessary for the Award to qualify as qualified performance-based compensation as provided under Article 13 or (ii) reduce the exercise price or base price of an Award where applicable. Adjustments pursuant to Article 16 are not modifications.

18.2. The Committee may make adjustments to the terms and conditions of, and any Performance Criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Article 16) affecting the Corporation or financial statements of the Corporation or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such adjustments are appropriate to prevent unintended dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan. The determination of the Committee as to the foregoing adjustments, if any, shall be conclusive and binding upon Grantees, the Corporation, and all other interested persons.

19. TERM OF THE PLAN.

Unless sooner terminated by the Board or the Committee pursuant to Article 17, the Plan will terminate on April 25, 2016, provided that the Plan will terminate on February 14, 2016 with respect to incentive stock options, and no new Awards may be granted after the applicable termination date. The termination will not affect the validity of any Awards outstanding on the date of termination, including any reload rights and any other rights in accordance with the applicable Award Agreement to make new grants in substitution for a Restricted Share or Restricted Share Unit, or a portion thereof, that is forfeited.

20. INDEMNIFICATION OF COMMITTEE.

In addition to such other rights of indemnification as they may have as directors or as members of the Committee, the members of the Committee will be indemnified by the Corporation against the reasonable expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan or any Awards granted hereunder, and against all amounts reasonably paid by them in settlement thereof or paid by them in satisfaction of a judgment in any such action, suit or proceeding, if such members acted in good faith and in a manner which they believed to be in, and not opposed to, the best interests of the Corporation.

21. COMPLIANCE WITH SECTION 409A OF THE INTERNAL REVENUE CODE.

To the extent the Committee determines that any Award granted under the Plan is subject to Section 409A of the Internal Revenue Code, the Agreement evidencing such Award will incorporate the terms and conditions required by Section 409A of the Internal Revenue Code. To the extent applicable, the Plan and Agreement will be interpreted in accordance with Section 409A of the Internal Revenue Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan, in the event that following the Effective Date the Committee determines that any Award may be subject to Section 409A of the Internal Revenue Code, the Committee may adopt such amendments to the Plan and/or the applicable Agreement or adopt policies and procedures or take any other action or actions, including an action or amendment with retroactive effect, that the Committee determines is necessary or appropriate to (i) exempt the Award from the application of Section 409A of the Internal Revenue Code or (ii) comply with the requirements of Section 409A of the Internal Revenue Code. Notwithstanding any other provision of the Plan to the contrary, with respect to any Award that constitutes deferred compensation within the meaning of Section 409A of the Internal Revenue Code, any payment or distribution to be made with respect to such Award upon the Grantee's separation from service shall be delayed if the Grantee is a "specified employee" (within the meaning of Section 409A of the Internal Revenue Code) until the earlier of (a) the first day of the seventh month following the Grantee's separation from service and (b) the Grantee's death.

22. GENERAL PROVISIONS.

- 22.1. The establishment of the Plan will not confer upon any Eligible Person any legal or equitable right against the Corporation, any Subsidiary or the Committee, except as expressly provided in the Plan.
- 22.2. All grants and awards under the Plan are subject to the condition subsequent that an appropriate Agreement be signed by the parties.
- 22.3. Neither the Plan nor any Agreement constitutes inducement or consideration for the employment or retention of any Eligible Person, nor are they a contract of employment or retention for a specific term between the Corporation or any Subsidiary and any Eligible Person. Participation in the Plan will not give an Eligible Person any right to be retained in the service of the Corporation or any Subsidiary as an employee, a director or otherwise.
- 22.4. The Corporation and its Subsidiaries may assume options, warrants, or rights to purchase shares issued or granted by other corporations whose shares or assets are acquired by the Corporation or its Subsidiaries, or which are merged into or consolidated with the Corporation or its Subsidiaries. Neither the adoption of this Plan, nor its submission to the shareholders, will be taken to impose any limitations on the powers of the Corporation or its affiliates to issue, grant, or assume options, warrants, or rights otherwise than under this Plan, or to adopt other share option or restricted share plans or other incentives, or to impose any requirement of shareholder approval upon the same.
- 22.5. Except as the Committee may otherwise provide, or as may otherwise be required by a deferral election pursuant to Article 15, the interests of any Eligible Person under the Plan are not subject to the claims of creditors and no Award and no right under any such Award may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent or distribution. Each Award or right under any Award will be exercisable during the Grantee's lifetime only by the Grantee, or if permissible under applicable law, by the Grantee's guardian or legal representative.
- 22.6. The Board or the Committee may, in its sole discretion, delegate authority hereunder not already delegated by the terms hereof, including but not limited to delegating authority to select Eligible Persons, to grant Awards, to establish terms and conditions of Awards, or to amend, manage, administer, interpret, construe or vary the Plan or any Awards or Agreements, to the extent permitted by applicable law or administrative or regulatory rule.
- 22.7. The Committee may, without amending the Plan, determine the terms and conditions applicable to grants of Awards to participants who are foreign nationals or employed outside the United States in a manner otherwise inconsistent with the Plan if the Committee deems such terms and conditions necessary in order to recognize differences in local law or regulations, tax policies or customs.
- 22.8. Each Grantee agrees to reimburse the Corporation with respect to any Award granted under the Plan (or any Prior Plan Award) to the extent required by any clawback or recoupment policy of the Corporation now in effect or as may be adopted by the Corporation from time to time as required by Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or as otherwise required by applicable law.
- 22.9. Shares acquired by an Eligible Person under this Plan upon the exercise of an Option or Share Appreciation Right or upon a grant of Restricted Stock becoming nonforfeitable may be subject to share retention guidelines or minimum holding requirements established by the Corporation.
- 22.10. The Plan will be governed, construed and administered in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws provisions, and it is the

intention of the Corporation that Incentive Stock Options granted under the Plan qualify as such under Section 422 of the Internal Revenue Code and that Qualified Performance-Based Compensation granted under the Plan qualify as “qualified performance-based compensation” as described in Section 162(m) of the Internal Revenue Code.

2011 FORMS OF EMPLOYEE STOCK OPTION, RESTRICTED STOCK,
RESTRICTED SHARE UNIT AND PERFORMANCE UNIT AGREEMENTS

FORMS OF EMPLOYEE STOCK OPTION AGREEMENTS

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

NONSTATUTORY STOCK OPTION AGREEMENT

OPTIONEE: [Name]
GRANT DATE: _____, 20__
OPTION PRICE: \$_____ per share
COVERED SHARES: [Shares]

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

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

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

2. Terms of the Option.

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

2.2 Option Period. Except as otherwise set forth in Section 2.3, the Option is exercisable in whole or in part as to any Covered Shares as to which it is outstanding and has become exercisable at any time and from time to time through the Expiration Date as defined in Section A.18 of Annex A hereto, including and subject to the early termination provisions set forth in said definition.

To the extent that the Option or relevant portion thereof is then outstanding and the Expiration Date has not yet occurred, the Option will become exercisable as to Covered Shares as set forth in this Section 2.2.

(a) Unless the Option has previously become exercisable pursuant to another subsection of this Section 2.2, the Option will become exercisable as follows:

(i) as to one-third (1/3rd) of the Covered Shares (rounded down to the nearest whole Share), commencing on the first (1st) anniversary date of the Grant Date *provided that* Optionee is still an employee of the

Corporation on such anniversary date or is a Retiree whose Retirement date occurred on or after the six (6) month anniversary date of the Grant Date;

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

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

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

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

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

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

(f) The Committee or its delegate may in their sole discretion, but need not, accelerate the date as of which all or any portion of the Option first becomes exercisable subject, if applicable, to such limitations as may be set forth in the Plan.

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

2.3 Judicial Criminal Proceedings. If any criminal charges are brought against Optionee, in an indictment or in other analogous formal charges commencing judicial criminal proceedings, alleging the commission of a felony that relates to or arises out of Optionee's employment or other service relationship with the Corporation, then to the extent that the Option is then outstanding and exercisable or would otherwise become exercisable, the Committee may determine to suspend the exercisability of the Option or to require the escrow of the proceeds of any exercise of the Option.

Any such suspension or escrow is subject to the following restrictions:

(a) It may last only until the earliest to occur of the following:

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

(ii) resolution of the criminal proceedings in one of the following ways: (A) the charges as they relate to such alleged felony have been dismissed (with or without prejudice); (B) Optionee has been acquitted of such alleged felony; or (C) a criminal proceeding relating to such alleged felony has been completed without resolution (for example, as a result of a mistrial) and the relevant time period for recommencing criminal proceedings relating to such alleged felony has expired without any such commencement;

(iii) Optionee's death;

(iv) the occurrence of a Change of Control; or

(v) termination of the suspension or escrow in the discretion of the Committee; and

(b) It may be imposed only if the Committee makes reasonable provision for the retention or realization of the value of the Option to Optionee as if no suspension or escrow had been imposed upon any termination of the suspension or escrow under clauses (a)(ii) or (v) above.

2.4 Nontransferability; Designation of Beneficiary; Payment to Legal Representative

(a) The Option is not transferable or assignable by Optionee.

(b) During Optionee's lifetime, the Option may be exercised only by Optionee or, in the event of Optionee's legal incapacity, by his or her legal representative, as determined in good faith by PNC.

(c) During Optionee's lifetime, Optionee may file with PNC, at such address and in such manner as PNC may from time to time direct, on a form to be provided by PNC on request, a designation of a beneficiary or beneficiaries (a "properly designated beneficiary") to hold and exercise Optionee's stock options, to the extent outstanding and exercisable, in accordance with their respective stock option agreements and the Plan in the event of Optionee's death.

(d) If Optionee dies prior to the full exercise or expiration of the Option and has not filed a designation of beneficiary form as specified above, the Option will be held and may be exercised by the person or persons entitled to do so under Optionee's will or under the applicable laws of descent and distribution, as to which PNC will be entitled to rely in good faith on instructions from Optionee's executor, administrator, or other legal representative.

(e) Any delivery of shares or other payment made or action taken hereunder by PNC in good faith to or on the instructions of Optionee's executor, administrator, or other legal representative shall extinguish all right to payment hereunder.

3. Capital Adjustments. Upon the occurrence of a corporate transaction or transactions (including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC (each, a "Corporate Transaction")), the Committee shall make those adjustments, if any, in the number, class or kind of Covered Shares as to which the Option is outstanding and has not yet been exercised and in the Option Price that it deems appropriate in its discretion to reflect the Corporate Transaction(s) such that the rights of Optionee are neither enlarged nor diminished as a result of such Corporate Transaction or Transactions, including without limitation cancellation of the Option immediately prior to the effective time of the Corporate Transaction and payment, in cash, in consideration therefor, of an amount equal to the product of (a) the excess, if any, of the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction over the Option Price and (b) the total number of Covered Shares subject to the

Option that were outstanding and unexercised immediately prior to the effective time of the Corporate Transaction.

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

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

4. Exercise of Option.

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

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

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

In the event that the Option is exercised, pursuant to Section 2.4, by any person or persons other than Optionee, such notice of exercise must be accompanied by appropriate proof of the derivative right of such person or persons to exercise the Option.

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

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

For purposes of this Section 4.3, shares of PNC common stock that are used to satisfy applicable taxes will be valued at their Fair Market Value on the date the tax withholding obligation arises. In no event will the

Fair Market Value of the shares of PNC common stock otherwise issuable upon exercise of the Option but retained pursuant to Section 4.3(b) exceed the minimum amount of taxes required to be withheld in connection with the Option exercise.

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

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

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

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

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

9. Optionee Covenants.

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

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

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

customer of PNC or any subsidiary for which PNC or any subsidiary provided any services at any time during the twelve (12) months preceding the Termination Date, or (iii) was, as of the Termination Date, considering retention of PNC or any subsidiary to provide any services.

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

Notwithstanding the above, if Optionee's employment with the Corporation is terminated by the Corporation without Cause or by Optionee with Good Reason and such Termination Date occurs during a Coverage Period or, if Optionee was a party to a Change of Control Employment Agreement that was in effect at the time of such termination of employment, within three years after the occurrence of a Change of Control, then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 9.2 shall no longer apply and shall be replaced with the following subsection (c):

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

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

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

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

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

10.2 Equitable Remedies. A breach of the provisions of any of Sections 9.2, 9.3 or 9.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as

well as permanent, injunctive relief restraining Optionee, and each and every person and entity acting in concert or participating with Optionee, from initiation and/or continuation of such breach.

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

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

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

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

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

10.8 Compliance with Internal Revenue Code Section 409A. It is the intention of the parties that the Option and the Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Optionee agrees that PNC may, without the consent of Optionee, modify the Agreement and the Option to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

10.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent, if any, applicable to Optionee, the Option, and any right to receive Shares or other value pursuant to the Option and to retain such Shares or other value, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any "clawback" or similar policy of PNC in effect on the Grant Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

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

Otherwise, upon execution and delivery of the Agreement by both PNC and Optionee, the Option and the Agreement are effective as of the Grant Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

Accepted and agreed to as of the Grant Date

Optionee

Annex A - Certain Definitions

Annex B - Notice of Exercise

Annex C - Tax Payment Election Form

ANNEX A
CERTAIN DEFINITIONS

* * *

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

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

A.3 “Cause.”

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

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

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

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

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

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

(i) the willful and continued failure of Optionee to substantially perform Optionee’s duties with the Corporation (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Optionee by PNC that

specifically identifies the manner in which it is believed that Optionee has not substantially performed Optionee's duties;

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

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

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

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

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

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

A.5 "Change of Control" means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the "Outstanding PNC Common Stock") or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the "Outstanding PNC Voting Securities"); *provided, however*, that, for purposes of this Section A.5(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an "Affiliated Company"), (4) any acquisition pursuant to an Excluded Combination (as defined in Section A.5(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a “Business Combination”), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

A.6 “Change of Control Employment Agreement” means the written agreement, if any, between Optionee and PNC providing, among other things, for certain payments and benefits upon a qualifying termination of employment following a change of control.

A.7 “Change of Control Failure” means the following:

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

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

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

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

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

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

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

A.11 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the Internal Revenue Code.

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

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

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

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

(a) Optionee has engaged, without the prior written consent of PNC (with consent to be given at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Optionee’s Termination Date and extending through (and including) the first (1st) anniversary of the later of (i) Optionee’s Termination Date and, if different, (ii) the first date after Optionee’s Termination Date as of which Optionee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Optionee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Optionee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Committee (if Optionee was an “executive officer” of PNC as defined in SEC Regulation S-K when he or she ceased to be an employee of the Corporation) or the CEO or his or her designee (if Optionee was not such an executive officer), whichever is applicable, determines that Optionee has engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to Optionee, and, if so, determines that Optionee will be deemed to have engaged in Detrimental Conduct.

A.16 “Disabled” or “Disability” means, except as may otherwise be required by Section 409A of the Internal Revenue Code, that Optionee either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. If Optionee has been determined to be eligible for Social Security disability benefits, Optionee shall be presumed to be Disabled as defined herein.

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

A.18 "Expiration Date."

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) in the event that Optionee's employment with the Corporation is terminated (other than by reason of Optionee's death) during a Coverage Period by the Corporation without Cause or by Optionee with Good Reason, no determination that Optionee has engaged in Detrimental Conduct for purposes of the Agreement may be made on or after such Termination Date; and

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

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

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

A.21 "Good Reason" means:

(a) (i) the assignment to Optionee of any duties inconsistent in any respect with, or any other diminution in, Optionee's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities such that Optionee's position, authority, duties or responsibilities are not at least commensurate in all material respects with the most significant of those held, exercised and assigned to Optionee at any time during the 120-day period immediately preceding the Change of Control, or if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) the assignment to Optionee of any duties inconsistent in any material respect with, or any other material diminution in, Optionee's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities immediately prior to the Change of Control Triggering Event, excluding in either case for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Corporation promptly after receipt of notice thereof given by Optionee;

(b) a reduction by the Corporation in Optionee's annual base salary to an annual rate (i) that is less than 12 times the highest monthly base salary paid or payable, including any base salary that has been earned but deferred, to Optionee by the Corporation in respect of the 12-month period immediately preceding the month in which the Change of Control occurs or, if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) that is less than 12 times the monthly base salary paid or payable, including any base salary that has been earned but deferred, to Optionee by the Corporation in respect of the month immediately preceding the month in which the Change of Control Triggering Event occurs;

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

(d) other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Corporation promptly after receipt of notice thereof given by Optionee, the failure by the Corporation to continue Optionee's participation in annual bonus, long-term cash incentive, equity incentive, savings and retirement plans, practices, policies and programs that provide Optionee with annual bonus opportunities, long-term incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, no less favorable, in the aggregate, than the most favorable of those provided by the Corporation for Optionee under such plans, practices, policies and programs as in effect (i) at any time during the 120-day period immediately preceding the Change of Control, or if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) immediately prior to the Change of Control Triggering Event; or

(e) other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Corporation promptly after receipt of notice thereof given by Optionee, the failure by the Corporation to continue to provide Optionee with benefits under welfare benefit plans, practices, policies and programs provided by the Corporation (including, without limitation, medical, prescription, dental, vision, disability, employee life, group life, accidental

death and travel accident insurance plans and programs) no less favorable, in the aggregate, than those provided to Optionee under the most favorable of such plans, practices, policies and programs in effect for Optionee (i) at any time during the 120-day period immediately preceding the Change of Control, or if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) immediately prior to the Change of Control Triggering Event.

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

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

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

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

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

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

A.28 "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan.

A.29 "PNC" means The PNC Financial Services Group, Inc.

A.30 "Retire" or "Retirement" means, for purposes of this Option and all PNC stock options held by Optionee, whether granted under the Plan or under an earlier PNC plan, termination of Optionee's employment with the Corporation at any time and for any reason (other than termination by reason of Optionee's death or by the Corporation for Cause and, if the Committee or the CEO or his or her designee so determines prior to such divestiture, other than by reason of termination in connection with a divestiture of assets or a divestiture of one or more subsidiaries of the Corporation) on or after the first date on which Optionee has both attained at least age fifty-five (55) and completed five (5) years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan.

A.31 "Retiree" means an Optionee who has Retired.

A.32 "SEC" means the U.S. Securities and Exchange Commission.

A.33 "Service relationship" or "having a service relationship with the Corporation" means being engaged by the Corporation in any capacity for which Optionee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

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

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

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

NONSTATUTORY STOCK OPTION AGREEMENT

OPTIONEE: [Name]
GRANT DATE: _____, 20__
OPTION PRICE: \$_____ per share
COVERED SHARES: [Shares]

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

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

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

2. Terms of the Option.

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

2.2 Option Period. Except as otherwise set forth in Section 2.3, the Option is exercisable in whole or in part as to any Covered Shares as to which it is outstanding and has become exercisable at any time and from time to time through the Expiration Date as defined in Section A.18 of Annex A hereto, including and subject to the early termination provisions set forth in said definition.

To the extent that the Option is then outstanding and the Expiration Date has not yet occurred, the Option will become exercisable as to Covered Shares as set forth in this Section 2.2.

(b) Unless the Option has previously become exercisable pursuant to another subsection of this Section 2.2, the Option will become exercisable commencing on the third (3rd) anniversary date of the Grant Date, *provided that* Optionee is still an employee of the Corporation on such anniversary date.

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

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

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

(e) Notwithstanding any other provision of this Section 2.2, to the extent that the Option is outstanding but has not yet become exercisable at the time a Change of Control occurs, the Option will become exercisable as to all then outstanding Covered Shares as to which it has not otherwise become exercisable, effective as of the day immediately prior to the occurrence of the Change of Control, *provided that*, at the time the Change of Control occurs, Optionee is an employee of the Corporation.

(f) The Committee or its delegate may in their sole discretion, but need not, accelerate the date as of which all or any portion of the Option first becomes exercisable, subject, if applicable, to such limitations as may be set forth in the Plan.

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

2.3 Judicial Criminal Proceedings. If any criminal charges are brought against Optionee, in an indictment or in other analogous formal charges commencing judicial criminal proceedings, alleging the commission of a felony that relates to or arises out of Optionee's employment or other service relationship with the Corporation, then to the extent that the Option is then outstanding and exercisable or would otherwise become exercisable, the Committee may determine to suspend the exercisability of the Option or to require the escrow of the proceeds of any exercise of the Option.

Any such suspension or escrow is subject to the following restrictions:

(a) It may last only until the earliest to occur of the following:

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

(ii) resolution of the criminal proceedings in one of the following ways: (A) the charges as they relate to such alleged felony have been dismissed (with or without prejudice); (B) Optionee has been acquitted of such alleged felony; or (C) a criminal proceeding relating to such alleged felony has been completed without resolution (for example, as a result of a mistrial) and the relevant time period for recommencing criminal proceedings relating to such alleged felony has expired without any such recommencement;

(iii) Optionee's death;

(iv) the occurrence of a Change of Control; or

(v) termination of the suspension or escrow in the discretion of the Committee; and

(b) It may be imposed only if the Committee makes reasonable provision for the retention or realization of the value of the Option to Optionee as if no suspension or escrow had been imposed upon any termination of the suspension or escrow under clauses (a)(ii) or (v) above.

2.4 Nontransferability; Designation of Beneficiary; Payment to Legal Representative

(a) The Option is not transferable or assignable by Optionee.

(b) During Optionee's lifetime, the Option may be exercised only by Optionee or, in the event of Optionee's legal incapacity, by his or her legal representative, as determined in good faith by PNC.

(c) During Optionee's lifetime, Optionee may file with PNC, at such address and in such manner as PNC may from time to time direct, on a form to be provided by PNC on request, a designation of a beneficiary or beneficiaries (a "properly designated beneficiary") to hold and exercise Optionee's stock options, to the extent outstanding and exercisable, in accordance with their respective stock option agreements and the Plan in the event of Optionee's death.

(d) If Optionee dies prior to the full exercise or expiration of the Option and has not filed a designation of beneficiary form as specified above, the Option will be held and may be exercised by the person or persons entitled to do so under Optionee's will or under the applicable laws of descent and distribution, as to which PNC will be entitled to rely in good faith on instructions from Optionee's executor, administrator, or other legal representative.

(e) Any delivery of shares or other payment made or action taken hereunder by PNC in good faith to or on the instructions of Optionee's executor, administrator, or other legal representative shall extinguish all right to payment hereunder.

3. Capital Adjustments. Upon the occurrence of a corporate transaction or transactions (including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC (each, a "Corporate Transaction")), the Committee shall make those adjustments, if any, in the number, class or kind of Covered Shares as to which the Option is outstanding and has not yet been exercised and in the Option Price that it deems appropriate in its discretion to reflect the Corporate Transaction(s) such that the rights of Optionee are neither enlarged nor diminished as a result of such Corporate Transaction or Transactions, including without limitation cancellation of the Option immediately prior to the effective time of the Corporate Transaction and payment, in cash, in consideration therefor, of an amount equal to the product of (a) the excess, if any, of the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction over the Option Price and (b) the total number of Covered Shares subject to the Option that were outstanding and unexercised immediately prior to the effective time of the Corporate Transaction.

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

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

4. Exercise of Option.

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

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

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

In the event that the Option is exercised, pursuant to Section 2.4, by any person or persons other than Optionee, such notice of exercise must be accompanied by appropriate proof of the derivative right of such person or persons to exercise the Option.

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

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

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

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

5. Restrictions on Exercise and on Shares Issued on Exercise. Notwithstanding any other provision of the Agreement, the Option may not be exercised at any time that PNC does not have in effect a registration statement under the Securities Act of 1933 as amended relating to the offer of shares of PNC common stock under the Plan unless PNC agrees to permit such exercise. Upon the issuance of any shares of PNC common stock pursuant to exercise of the Option at a time when such a registration statement is not in effect, Optionee will, upon the request of PNC, agree in writing that Optionee is acquiring such shares for investment only and not with a view to resale and that Optionee will not sell, pledge, or otherwise dispose of such shares unless and until (a) PNC is furnished with an opinion of counsel to the effect that registration of such shares pursuant to the Securities Act of 1933 as amended is not required by that Act or by rules and regulations promulgated thereunder, (b) the staff of the SEC has issued a no-action letter with respect to such disposition, or (c) such registration or notification as is, in the opinion of counsel for PNC, required for the lawful disposition of such shares has been filed and has become effective; *provided, however*, that

PNC is not obligated hereby to file any such registration or notification. PNC may place a legend embodying such restrictions on the certificate(s) evidencing such shares.

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

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

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

9. **Optionee Covenants.**

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

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

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

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

Notwithstanding the above, if Optionee's employment with the Corporation is terminated by the Corporation without Cause or by Optionee with Good Reason and such Termination Date occurs during a Coverage Period or, if Optionee was a party to a Change of Control Employment Agreement that was in effect at the time of such termination of employment, within three years after the occurrence of a Change of Control, then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 9.2 shall no longer apply and shall be replaced with the following subsection (c):

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

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

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

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

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

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

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

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

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

10.6 Reform. In the event any of Sections 9.2, 9.3 and 9.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said

restriction applies, it is the intent of Optionee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

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

10.8 Compliance with Internal Revenue Code Section 409A. It is the intention of the parties that the Option and the Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Optionee agrees that PNC may, without the consent of Optionee, modify the Agreement and the Option to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

10.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent, if any, applicable to Optionee, the Option, and any right to receive Shares or other value pursuant to the Option and to retain such Shares or other value, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any "clawback" or similar policy of PNC in effect on the Grant Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

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

Otherwise, upon execution and delivery of the Agreement by both PNC and Optionee, the Option and the Agreement are effective as of the Grant Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

Accepted and agreed to as of the Grant Date

Optionee

- Annex A - Certain Definitions
- Annex B - Notice of Exercise
- Annex C - Tax Payment Election Form

ANNEX A
CERTAIN DEFINITIONS

* * *

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

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

A.3 “Cause.”

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

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

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

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

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

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

(i) the willful and continued failure of Optionee to substantially perform Optionee’s duties with the Corporation (other than any such failure resulting from incapacity due to physical or mental

illness), after a written demand for substantial performance is delivered to Optionee by PNC that specifically identifies the manner in which it is believed that Optionee has not substantially performed Optionee's duties;

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

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

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

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

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

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

A.5 "Change of Control" means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the "Outstanding PNC Common Stock") or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the "Outstanding PNC Voting Securities"); *provided, however*, that, for purposes of this Section A.5(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an "Affiliated Company"), (4) any acquisition pursuant to an Excluded Combination (as defined in Section A.5(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a “Business Combination”), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

A.6 “Change of Control Employment Agreement” means the written agreement, if any, between Optionee and PNC providing, among other things, for certain payments and benefits upon a qualifying termination of employment following a change of control.

A.7 “Change of Control Failure” means the following:

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

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

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

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

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

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

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

A.11 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the Internal Revenue Code.

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

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

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

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

(a) Optionee has engaged, without the prior written consent of PNC (with consent to be given at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Optionee’s Termination Date and extending through (and including) the first (1st) anniversary of the later of (i) Optionee’s Termination Date and, if different, (ii) the first date after Optionee’s Termination Date as of which Optionee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Optionee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Optionee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Committee (if Optionee was an “executive officer” of PNC as defined in SEC Regulation S-K when he or she ceased to be an employee of the Corporation) or the CEO or his or her designee (if Optionee was not such an executive officer), whichever is applicable, determines that Optionee has engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to Optionee, and, if so, determines that Optionee will be deemed to have engaged in Detrimental Conduct.

A.16 “Disabled” or “Disability” means, except as may otherwise be required by Section 409A of the Internal Revenue Code, that Optionee either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. If Optionee has been determined to be eligible for Social Security disability benefits, Optionee shall be presumed to be Disabled as defined herein.

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

A.18 "Expiration Date."

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

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

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

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

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

(1) Retirement. If the termination of Optionee's employment with the Corporation meets the definition of Retirement and the Option became exercisable while Optionee was still an employee of the Corporation, then the Option will expire on the tenth (10th) anniversary of the Grant Date with respect to any Covered Shares as to which the Option is exercisable on the Retirement date.

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

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

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

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

If the Option became exercisable while Optionee was still an employee of the Corporation but will expire on Optionee's Termination Date unless the conditions set forth in this Section A.18(c)(5) are met, then such Option will not terminate on the Termination Date, but Optionee will not be able to exercise the Option after such Termination Date unless and until all of the conditions set forth in this Section A.18(c)(5) have been met and the Option will terminate on the ninetieth (90th) day after Optionee's Termination Date (but in no event later than on the tenth (10th) anniversary of the Grant Date).

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

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

(2) in the event that Optionee's employment with the Corporation is terminated (other than by reason of Optionee's death) during a Coverage Period by the Corporation without Cause or by Optionee with Good Reason, no determination that Optionee has engaged in Detrimental Conduct for purposes of the Agreement may be made on or after such Termination Date; and

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

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

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

A.21 "Good Reason" means:

(a) (i) the assignment to Optionee of any duties inconsistent in any respect with, or any other diminution in, Optionee's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities such that Optionee's position, authority, duties or responsibilities are not at least commensurate in all material respects with the most significant of those held, exercised and assigned to Optionee at any time during the 120-day period immediately preceding the Change of Control, or if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) the assignment to Optionee of any duties inconsistent in any material respect with, or any other material diminution in, Optionee's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities immediately prior to the Change of Control Triggering Event, excluding in either case for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Corporation promptly after receipt of notice thereof given by Optionee;

(b) a reduction by the Corporation in Optionee's annual base salary to an annual rate (i) that is less than 12 times the highest monthly base salary paid or payable, including any base salary that has been earned but deferred, to Optionee by the Corporation in respect of the 12-month period immediately preceding the month in which the Change of Control occurs or, if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) that is less than 12 times the monthly base salary paid or payable, including any base salary that has been earned but deferred, to Optionee by the Corporation in respect of the month immediately preceding the month in which the Change of Control Triggering Event occurs;

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

(d) other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Corporation promptly after receipt of notice thereof given by Optionee, the failure by the Corporation to continue Optionee's participation in annual bonus, long-term cash incentive, equity incentive, savings and retirement plans, practices, policies and programs that provide Optionee with annual bonus opportunities, long-term incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, no less favorable, in the aggregate, than the most favorable of those provided by the Corporation for Optionee under such plans, practices, policies and programs as in effect (i) at any time during the 120-day period immediately preceding the Change of Control, or if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) immediately prior to the Change of Control Triggering Event; or

(e) other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Corporation promptly after receipt of notice thereof given by Optionee, the failure by the Corporation to continue to provide Optionee with benefits under welfare benefit plans, practices, policies and programs provided by the Corporation (including, without

limitation, medical, prescription, dental, vision, disability, employee life, group life, accidental death and travel accident insurance plans and programs) no less favorable, in the aggregate, than those provided to Optionee under the most favorable of such plans, practices, policies and programs in effect for Optionee (i) at any time during the 120-day period immediately preceding the Change of Control, or if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) immediately prior to the Change of Control Triggering Event.

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

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

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

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

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

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

A.28 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan.

A.29 “PNC” means The PNC Financial Services Group, Inc.

A.30 “Retire” or “Retirement” means, for purposes of this Option and all PNC stock options held by Optionee, whether granted under the Plan or under an earlier PNC plan, termination of Optionee’s employment with the Corporation at any time and for any reason (other than termination by reason of Optionee’s death or by the Corporation for Cause and, if the Committee or the CEO or his or her designee so determines prior to such divestiture, other than by reason of termination in connection with a divestiture of assets or a divestiture of one or more subsidiaries of the Corporation) on or after the first date on which Optionee has both attained at least age fifty-five (55) and completed five (5) years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan.

A.31 “Retiree” means an Optionee who has Retired.

A.32 “SEC” means the U.S. Securities and Exchange Commission.

A.33 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Optionee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

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

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

THE PNC FINANCIAL SERVICES GROUP, INC.
1997 LONG-TERM INCENTIVE AWARD PLAN
RELOAD NONSTATUTORY STOCK OPTION AGREEMENT

OPTIONEE: [Employee]

ORIGINAL OPTION GRANT DATE:

RELOAD OPTION GRANT DATE:

RELOAD OPTION PRICE: \$ per share

COVERED SHARES:

Terms defined in The PNC Financial Services Group, Inc. 1997 Long-Term Incentive Award Plan as amended from time to time ("Plan") are used in this reload nonstatutory stock option agreement ("Reload Agreement") as defined in the Plan unless otherwise defined in the Reload Agreement or an Annex thereto. In the Reload Agreement, "PNC" means The PNC Financial Services Group, Inc. and "Corporation" means PNC and its Subsidiaries. For certain definitions, see Annex A attached hereto and incorporated herein by reference. Headings used in the Reload Agreement and in the Annexes hereto are for convenience only and are not part of the Reload Agreement and Annexes.

1. Grant of Reload Option. Optionee, having exercised all or a portion of the Option granted to Optionee under the Plan as of _____, 200__ (the "Original Option") while employed by the Corporation and in a manner specified in the Addendum to the Original Option stock option agreement, is hereby granted, pursuant to the Plan and subject to the terms of the Reload Agreement, a Reload Option ("Reload Option") to purchase from PNC that number of shares of PNC common stock specified above as the "Covered Shares," exercisable at the Reload Option Price.

2. Terms of the Reload Option.

2.1 Type of Option. The Reload Option is intended to be a Nonstatutory Stock Option without Rights.

2.2 Reload Option Period. The Reload Option is exercisable in whole or in part as to any Covered Shares as to which it is outstanding and has become exercisable at any time and from time to time through the Expiration Date as defined in Section A.15 of Annex A hereto, including and subject to the early termination provisions set forth in said definition.

To the extent that the Reload Option is otherwise outstanding and the Expiration Date has not yet occurred, the Reload Option will become exercisable as to Covered Shares as set forth in this Section 2.2.

(a) Unless the Reload Option has previously become exercisable pursuant to another subsection of this Section 2.2, the Reload Option will become exercisable commencing on the first (1st) anniversary date of the Reload Option Grant Date *provided that* Optionee is still an employee of the Corporation on such anniversary date or is a Retiree whose Retirement date occurred on or after the six (6) month anniversary date of the Reload Option Grant Date.

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

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

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

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

(f) The Committee or its delegate may in their sole discretion, but need not, accelerate the date as of which all or any portion of the Reload Option first becomes exercisable, subject, if applicable, to such limitations as may be set forth in the Plan.

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

2.3 Nontransferability; Designation of Beneficiary; Payment to Legal Representative

(a) The Reload Option is not transferable or assignable by Optionee.

(b) During Optionee's lifetime, the Reload Option may be exercised only by Optionee or, in the event of Optionee's legal incapacity, by his or her legal representative, as determined in good faith by PNC.

(c) During Optionee's lifetime, Optionee may file with PNC, at such address and in such manner as PNC may from time to time direct, on a form to be provided by PNC on request, a designation of a beneficiary or beneficiaries (a "properly designated beneficiary") to hold and exercise Optionee's stock options, to the extent outstanding and exercisable, in accordance with their respective stock option agreements and the Plan in the event of Optionee's death.

(d) If Optionee dies prior to the full exercise or expiration of the Reload Option and has not filed a designation of beneficiary form as specified above, the Reload Option will be held and may be exercised by the person or persons entitled to do so under Optionee's will or under the applicable laws of descent and distribution, as to which PNC will be entitled to rely in good faith on instructions from Optionee's executor, administrator, or other legal representative.

(e) Any delivery of shares or other payment made or action taken hereunder by PNC in good faith to or on the instructions of Optionee's executor, administrator, or other legal representative shall extinguish all right to payment hereunder.

3. Capital Adjustments. Upon the occurrence of a corporate transaction or transactions (including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC (each, a "Corporate Transaction")), the Committee shall make those adjustments, if any, in the number, class or kind of Covered Shares as to which the Reload Option is outstanding and has not yet been exercised and in the Reload Option Price that it deems appropriate in its discretion to reflect the Corporate Transaction(s) such that the rights of Optionee are neither enlarged nor diminished as a result of such Corporate Transaction or Transactions, including without limitation cancellation of the Reload Option immediately prior to the effective time of the Corporate Transaction and payment, in cash, in consideration therefor, of an amount equal to the product of (a) the excess, if any, of the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction over the Reload Option Price and (b) the total number of Covered Shares subject to the Reload Option that were outstanding and unexercised immediately prior to the effective time of the Corporate Transaction.

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

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

4. Exercise of Reload Option.

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

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

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

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

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

4.3 Payment of Taxes. Optionee may elect to satisfy any or all applicable federal, state, or local tax liabilities incurred in connection with exercise of the Reload Option (a) by payment of cash, (b) if and to

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

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

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

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

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

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

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

9. Optionee Covenants.

9.1 General. Optionee and PNC acknowledge and agree that Optionee has received adequate consideration with respect to enforcement of the provisions of Sections 9 and 10 hereof by virtue of receiving this Reload Option, which gives Optionee an opportunity potentially to benefit from an increase

in the future value of PNC common stock (regardless of whether any such benefit is ultimately realized); that such provisions are reasonable and properly required for the adequate protection of the business of the Corporation; and that enforcement of such provisions will not prevent Optionee from earning a living.

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

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

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

Notwithstanding the above, if Optionee's employment with the Corporation is terminated by the Corporation without Cause or by Optionee with Good Reason and such Termination Date occurs during a Coverage Period or, if Optionee was a party to a Change of Control Employment Agreement that was in effect at the time of such termination of employment, within three years after the occurrence of a Change of Control, then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 9.2 shall no longer apply and shall be replaced with the following subsection (c):

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

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

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

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

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

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

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

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

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

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

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

10.8 Compliance with Internal Revenue Code Section 409A. It is the intention of the parties that the Reload Option and the Agreement comply with the provisions of Section 409A of the Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder, ("Section 409A") to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Optionee agrees that PNC may, without the consent of Optionee, modify the Agreement and the Reload Option to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

10.9 Applicable Law; Clawback. Notwithstanding anything in the Reload Agreement, PNC will not be required to comply with any term, covenant or condition of the Reload Agreement if and to the extent

prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent, if any, applicable to Optionee, the Reload Option, and any right to receive shares or other value pursuant to the Reload Option and to retain such shares or other value, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any “clawback” or similar policy of PNC in effect on the Reload Option Grant Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

11. No Additional Reload Option. Exercise of the Reload Option will not entitle Optionee to receive an additional reload option, regardless of the manner in which the Reload Option is exercised.

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

Otherwise, upon execution and delivery of the Reload Agreement by both PNC and Optionee, the Reload Option and the Reload Agreement are effective as of the Reload Option Grant Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

Accepted and agreed to as of the Reload Option Grant Date

Optionee

Annex A - Certain Definitions

Annex B - Notice of Exercise

Annex C - Tax Payment Election Form

ANNEX A
CERTAIN DEFINITIONS

* * *

Except where the context otherwise indicates, the following definitions apply to the Reload Nonstatutory Stock Option Agreement (“Reload Agreement”) to which this Annex A is attached.

A.1 “Board” means the Board of Directors of PNC.

A.2 “Cause.”

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

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

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

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

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

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

(i) the willful and continued failure of Optionee to substantially perform Optionee’s duties with the Corporation (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Optionee by PNC that

specifically identifies the manner in which it is believed that Optionee has not substantially performed Optionee's duties;

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

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

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

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

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

A.3 "CEO" means the chief executive officer of PNC.

A.4 "Change of Control" means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the "Outstanding PNC Common Stock") or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the "Outstanding PNC Voting Securities"); *provided, however*, that, for purposes of this Section A.4(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an "Affiliated Company"), (4) any acquisition pursuant to an Excluded Combination (as defined in Section A.4(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a “Business Combination”), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

A.5 “Change of Control Employment Agreement” means the written agreement, if any, between Optionee and PNC providing, among other things, for certain payments and benefits upon a qualifying termination of employment following a change of control.

A.6 “Change of Control Failure” means the following:

(a) with respect to a Change of Control Triggering Event described in Section A.7(a), PNC’s shareholders vote against the transaction approved by the Board or the agreement to consummate the transaction is terminated; or

(b) with respect to a Change of Control Triggering Event described in Section A.7(b), the proxy contest fails to replace or remove a majority of the members of the Board.

A.7 “Change of Control Triggering Event” means the occurrence of either of the following:

(a) the Board or PNC’s shareholders approve a transaction described in Subsection (c) of the definition of Change of Control contained in Section A.4; or

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

A.8 “Committee” means the Personnel and Compensation Committee of the Board or such person or persons as may be designated or appointed by that committee as its delegate or designee.

A.9 “Competitive Activity” means, for purposes of the Reload Agreement, any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any Subsidiary (1) engaged in business activities similar to some or all of the business activities of PNC or any Subsidiary as of Optionee’s Termination Date or (2) engaged in business activities that Optionee knows PNC or any Subsidiary intends to enter within the first twelve (12) months after Optionee’s Termination Date or, if later and if applicable, after the date specified in clause (2) of Section A.12(i), in either case whether Optionee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

A.10 “Corporation” means PNC and its Subsidiaries.

A.11 "Coverage Period" means a period (a) commencing on the earlier to occur of (i) the date of a Change of Control Triggering Event and (ii) the date of a Change of Control and (b) ending on the date that is two (2) years after the date of the Change of Control; *provided, however*, that in the event that a Coverage Period commences on the date of a Change of Control Triggering Event, such Coverage Period will terminate upon the earlier to occur of (x) the date of a Change of Control Failure and (y) the date that is two (2) years after the date of the Change of Control triggered by the Change of Control Triggering Event. After the termination of any Coverage Period, another Coverage Period will commence upon the earlier to occur of clauses (a)(i) and (a)(ii) in the preceding sentence.

A.12 "Detrimental Conduct" means, for purposes of the Reload Agreement:

- (i) Optionee has engaged, without the prior written consent of PNC (at PNC's sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Optionee's Termination Date and extending through the first (1st) anniversary of the later of (1) Optionee's Termination Date and, if different, (2) the first date after Optionee's Termination Date as of which Optionee ceases to have a service relationship with the Corporation;
- (ii) a material breach by Optionee of (1) any code of conduct of PNC or a Subsidiary or (2) other written policy of PNC or a Subsidiary, in either case required by law or established to maintain compliance with applicable law;
- (iii) any act of fraud, misappropriation, material dishonesty, or embezzlement by Optionee against PNC or a Subsidiary or any client or customer of PNC or a Subsidiary;
- (iv) any conviction (including a plea of guilty or of *nolo contendere*) of Optionee for, or entry by Optionee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Optionee's employment or other service relationship with the Corporation; or
- (v) entry of any order against Optionee, by any governmental body having regulatory authority with respect to the business of PNC or any Subsidiary, that relates to or arises out of Optionee's employment or other service relationship with the Corporation.

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

A.13 "Disabled" or "Disability" means, except as may otherwise be required by Section 409A of the Internal Revenue Code, that Optionee either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. If Optionee has been determined to be eligible for Social Security disability benefits, Optionee shall be presumed to be Disabled as defined herein.

A.14 "Exercise Date" means the date (which must be a business day for PNC Bank, National Association) on which PNC receives written notice, in such form as PNC may from time to time prescribe, of the exercise, in whole or in part, of the Reload Option pursuant to the terms of the Reload Agreement, subject to receipt by PNC of full payment of the aggregate Reload Option

Price, calculation by PNC of the applicable withholding taxes, and receipt by PNC of payment for any taxes required to be withheld in connection with such exercise as provided in Sections 4.1, 4.2 and 4.3 of the Reload Agreement.

A.15 "Expiration Date."

(a) Expiration Date. Expiration Date means the date on which the Reload Option expires, which will be the tenth (10th) anniversary of the Original Option Grant Date unless the Reload Option expires earlier pursuant to any of the provisions set forth in Sections A.15(b) through A.15(d) (with the Reload Option expiring on the first date determined under any of such sections);

provided, however, if there is a Change of Control, then notwithstanding Sections A.15(c) and A.15(d), to the extent that the Reload Option is outstanding and exercisable or becomes exercisable at the time the Change of Control occurs, the Reload Option will not expire at the earliest before the close of business on the ninetieth (90th) day after the occurrence of the Change of Control (or the tenth (10th) anniversary of the Original Option Grant Date if earlier), *provided that* either (1) Optionee is an employee of the Corporation at the time the Change of Control occurs and Optionee's employment with the Corporation is not terminated for Cause or (2) Optionee is a former employee of the Corporation whose Reload Option, or portion thereof, is outstanding at the time the Change of Control occurs by virtue of the application of one or more of the exceptions set forth in Section A.15(c) and at least one of such exceptions is still applicable at the time the Change of Control occurs.

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

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

(c) Ceasing to be an Employee other than by Termination for Cause If Optionee ceases to be an employee of the Corporation other than by termination of Optionee's employment for Cause, then unless the Committee determines otherwise, the Reload Option will expire at the close of business on Optionee's Termination Date with respect to all Covered Shares, whether or not the Reload Option has become exercisable, except to the extent that the provisions set forth in subsection (1), (2), (3), (4) or (5) of this Section A.15(c) apply to Optionee's circumstances and such applicable subsection specifies a later expiration date for all or a portion of the Reload Option. If more than one of such exceptions is applicable to the Reload Option or a portion thereof, then the Reload Option or such portion of the Reload Option will expire in accordance with the provisions of the subsection that specifies the latest expiration date.

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

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

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

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

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

If the Reload Option (or portion thereof) has become exercisable while Optionee was still an employee of the Corporation but will expire on Optionee's Termination Date unless the conditions set forth in this Section A.15(c)(5) are met, then such Reload Option or portion thereof will not terminate on the Termination Date, but Optionee will not be able to exercise the Reload Option after such Termination Date unless and until all of the conditions set forth in this Section A.15(c)(5) have been met and the Reload Option will terminate on the ninetieth (90th) day after Optionee's Termination Date (but in no event later than on the tenth (10th) anniversary of the Original Option Grant Date).

(d) Detrimental Conduct If the Reload Option would otherwise remain outstanding after Optionee's Termination Date with respect to any of the Covered Shares pursuant to one or more of the exceptions set forth in the subsections of Section A.15(c), then notwithstanding the provisions of such exception or exceptions, the Reload Option will expire on the date that PNC determines that Optionee has engaged in Detrimental Conduct, if earlier than the date on which the Reload Option would otherwise expire; *provided, however*, that:

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

(2) in the event that Optionee's employment with the Corporation is terminated (other than by reason of Optionee's death) during a Coverage Period by the Corporation without Cause or by Optionee with Good Reason, no determination that Optionee has engaged in Detrimental

Conduct for purposes of the Reload Agreement may be made on or after such Termination Date; and

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

A.16 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means the average of the reported high and low trading prices on the New York Stock Exchange (or such successor reporting system as PNC may select) for a share of PNC common stock on such date, or, if no PNC common stock trades have been reported on such exchange for that day, the average of such prices on the next preceding day and the next following day for which there were reported trades.

A.17 “Good Reason” means:

(a) (i) the assignment to Optionee of any duties inconsistent in any respect with, or any other diminution in, Optionee’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities such that Optionee’s position, authority, duties or responsibilities are not at least commensurate in all material respects with the most significant of those held, exercised and assigned to Optionee at any time during the 120-day period immediately preceding the Change of Control, or if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) the assignment to Optionee of any duties inconsistent in any material respect with, or any other material diminution in, Optionee’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities immediately prior to the Change of Control Triggering Event, excluding in either case for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Corporation promptly after receipt of notice thereof given by Optionee;

(b) a reduction by the Corporation in Optionee’s annual base salary to an annual rate (i) that is less than 12 times the highest monthly base salary paid or payable, including any base salary that has been earned but deferred, to Optionee by the Corporation in respect of the 12-month period immediately preceding the month in which the Change of Control occurs or, if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) that is less than 12 times the monthly base salary paid or payable, including any base salary that has been earned but deferred, to Optionee by the Corporation in respect of the month immediately preceding the month in which the Change of Control Triggering Event occurs;

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

(d) other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Corporation promptly after receipt of notice thereof given by Optionee, the failure by the Corporation to continue Optionee’s participation in annual bonus, long-term cash incentive, equity incentive, savings and retirement plans, practices, policies and programs that provide Optionee with annual bonus opportunities, long-term incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, no less favorable, in the aggregate, than the most favorable of those provided by the Corporation for Optionee under such plans, practices, policies and programs as in effect (i) at any time during the 120-day period immediately preceding the Change of Control, or if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) immediately prior to the Change of Control Triggering Event; or

(e) other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Corporation promptly after receipt of notice thereof given by Optionee, the failure by the Corporation to continue to provide Optionee with benefits under welfare

benefit plans, practices, policies and programs provided by the Corporation (including, without limitation, medical, prescription, dental, vision, disability, employee life, group life, accidental death and travel accident insurance plans and programs) no less favorable, in the aggregate, than those provided to Optionee under the most favorable of such plans, practices, policies and programs in effect for Optionee (i) at any time during the 120-day period immediately preceding the Change of Control, or if a Change of Control has not yet occurred but there has been a Change of Control Triggering Event, (ii) immediately prior to the Change of Control Triggering Event.

A.18 "Optionee" means the person identified as Optionee on page 1 of the Reload Agreement.

A.19 "Original Option" has the meaning set forth in Section 1 of the Reload Agreement.

A.20 "Original Option Grant Date" is the date as of which the Original Option was granted.

A.21 "PNC" means The PNC Financial Services Group, Inc.

A.22 "Reload Option" means the Nonstatutory Stock Option granted to Optionee in Section 1 of the Reload Agreement pursuant to which Optionee may purchase shares of PNC common stock as provided in the Reload Agreement.

A.23 "Reload Option Grant Date" means the date set forth as the Reload Option Grant Date on page 1 of the Reload Agreement, which is the date the Original Option was exercised in accordance with the terms of the Addendum to the Original Option stock option agreement.

A.24 "Reload Option Price" means the dollar amount per share of PNC common stock set forth as the Reload Option Price on page 1 of the Reload Agreement.

A.25 "Retiree" means an Optionee who has Retired.

A.26 "Retire" or "Retirement" means termination of Optionee's employment with the Corporation at any time and for any reason (other than termination by reason of Optionee's death or by the Corporation for Cause and, if the Committee or the CEO or his or her designee so determines prior to such divestiture, other than by reason of termination in connection with a divestiture of assets or a divestiture of one or more Subsidiaries of the Corporation) on or after the first date on which Optionee has both attained at least age fifty-five (55) and completed five (5) years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan.

A.27 "Right(s)" means stock appreciation right(s) in accordance with the terms of Article 7 of the Plan.

A.28 "SEC" means the U.S. Securities and Exchange Commission.

A.29 "Service relationship" or "having a service relationship with the Corporation" means being engaged by the Corporation in any capacity for which Optionee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

A.30 "Subsidiary" has the meaning set forth in the Plan; provided, however, that in order to be a "Subsidiary" for purposes of the Agreement the entity must also satisfy the definition of "service recipient" under Section 409A of the Internal Revenue Code of 1986 as amended.

A.31 "Termination Date" means Optionee's last date of employment with the Corporation. If Optionee is employed by a Subsidiary that ceases to be a Subsidiary of PNC and Optionee does

not continue to be employed by PNC or a Subsidiary, then for purposes of the Reload Agreement, Optionee's employment with the Corporation terminates effective at the time this occurs.

FORMS OF EMPLOYEE RESTRICTED STOCK,
RESTRICTED SHARE UNIT AND PERFORMANCE UNIT AGREEMENTS

20__ Long-Term Incentive Award Program
Continued Employment Performance Goal
Restricted Period: Three Years (100%)

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

* * *

20__ LONG-TERM INCENTIVE AWARD PROGRAM

* * *

RESTRICTED STOCK AWARD AGREEMENT

* * *

GRANTEE: [name]
AWARD DATE: _____, 20__
RESTRICTED SHARES: [number of whole shares]

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

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

2. Restricted Shares Award. Pursuant to The PNC Financial Services Group, Inc. 2006 Incentive Award Plan (the “Plan”), and subject to the terms and conditions of the Agreement, PNC grants to the Grantee named above (“Grantee”) a Restricted Shares Award of the number of restricted shares of PNC common stock set forth above (the “Award” and the “Restricted Shares”), all subject to acceptance of the Award by Grantee in accordance with Section 16 and subject to the terms and conditions of the Agreement and the Plan.

3. Terms of Award. The Award is subject to the following terms and conditions.

Restricted Shares are subject to a Restricted Period as provided in Section A.20 of Annex A. During the Restricted Period and until all of the conditions of the Agreement have been satisfied and the shares become Awarded Shares, Restricted Shares are subject to forfeiture and to transfer restrictions pursuant to the terms and conditions of the Agreement.

Once issued in accordance with Section 16, Restricted Shares will be deposited with PNC or its designee in a restricted account or credited to a restricted book-entry account. Restricted Shares will be held in a restricted account until either all of the conditions of the Agreement have been satisfied or the shares are forfeited pursuant to the terms of the Agreement. Restricted Shares that are forfeited by Grantee pursuant to and in accordance with the terms of Section 7 will be cancelled without payment of any consideration by PNC.

Any certificate or certificates representing the Restricted Shares will contain the following legend:

“This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in The PNC Financial Services Group, Inc. 2006 Incentive Award Plan and an Agreement entered into between the registered owner and The PNC Financial Services Group, Inc. Release from such terms and conditions will be made only in accordance with the provisions of such Plan and such Agreement, a copy of each of which is on file in the office of the Corporate Secretary of The PNC Financial Services Group, Inc.”

Where a book-entry system is used with respect to the issuance of Restricted Shares, appropriate notation of such forfeiture possibility and transfer restrictions will be made on the system with respect to the account or accounts to which the Restricted Shares are credited.

Restricted Shares deposited with PNC or its designee that become Awarded Shares as provided in Section A.3 of Annex A upon satisfaction of all of the conditions of the Agreement will be released from the restricted account and reissued to, or at the proper direction of, Grantee or Grantee's legal representative pursuant to Section 9.

4. Rights as Shareholder. Except as provided in Sections 6 through 9 and subject to Section 16, Grantee will have all the rights and privileges of a shareholder with respect to the Restricted Shares including, but not limited to, the right to vote the Restricted Shares and the right to receive dividends thereon if and when declared by the Board; *provided, however*, that all such rights and privileges will cease immediately upon any forfeiture of such shares.

5. Capital Adjustments. Restricted Shares issued pursuant to the Award shall, as issued and outstanding shares of PNC common stock, be subject to such adjustment as may be necessary to reflect corporate transactions, including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC; *provided, however*, that any shares received as distributions on or in exchange for Restricted Shares that have not yet been released from the terms of the Agreement shall be subject to the terms and conditions of the Agreement as if they were Restricted Shares.

6. Prohibitions Against Sale, Assignment, etc.; Payment to Legal Representative

(a) Restricted Shares may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered, other than as may be required pursuant to Section 10.2, unless and until the Restricted Period terminates and the Awarded Shares are released and reissued by PNC pursuant to Section 9.

(b) If Grantee is deceased at the time Restricted Shares become Awarded Shares, PNC will deliver such shares to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by the Committee.

(c) Any delivery of shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative shall extinguish all right to payment hereunder.

7. Forfeiture Provisions.

7.1 Forfeiture on Termination of Employment. Except as otherwise provided in and subject to the conditions of Section 7.3, Section 7.4(a), Section 7.5(a), Section 7.6, Section 7.7, or Section 8, if applicable, in the event that Grantee's employment with the Corporation terminates prior to the third (3rd) anniversary of the Award Date, all Restricted Shares that are Unvested Shares on Grantee's Termination Date will be forfeited by Grantee to PNC without payment of any consideration by PNC.

Upon any forfeiture of Unvested Shares pursuant to the provisions of this Section 7.1 or the provisions of Section 7.2, Section 7.4(b) or Section 7.5(b), neither Grantee nor any successors, heirs,

assigns or legal representatives of Grantee will thereafter have any further rights or interest in such Unvested Shares or any certificate or certificates representing such Unvested Shares.

7.2 Detrimental Conduct; Judicial Criminal Proceedings

(a) Detrimental Conduct. Unvested Shares that would otherwise remain outstanding after Grantee's Termination Date, if any, will be forfeited by Grantee to PNC without payment of any consideration by PNC in the event that, at any time prior to the date such shares become Awarded Shares, PNC determines that Grantee has engaged in Detrimental Conduct; *provided, however*, that: (i) this Section 7.2(a) will not apply to Restricted Shares that remain outstanding after Grantee's Termination Date pursuant to Section 7.3 or Section 7.6, if any; (ii) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death; (iii) Detrimental Conduct will not apply to conduct by or activities of successors to the Restricted Shares by will or the laws of descent and distribution in the event of Grantee's death; and (iv) Detrimental Conduct will cease to apply to any Restricted Shares upon a Change of Control.

(b) Judicial Criminal Proceedings. If any criminal charges are brought against Grantee, in an indictment or in other analogous formal charges commencing judicial criminal proceedings, alleging the commission of a felony that relates to or arises out of Grantee's employment or other service relationship with the Corporation, then to the extent that the Restricted Shares are still outstanding and have not yet become Awarded Shares, the Committee may determine to suspend the vesting of the Restricted Shares or to require the escrow of the proceeds of the shares.

Any such suspension or escrow is subject to the following restrictions:

(1) It may last only until the earliest to occur of the following:

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

(B) resolution of the criminal proceedings in one of the following ways: (i) the charges as they relate to such alleged felony have been dismissed (with or without prejudice); (ii) Grantee has been acquitted of such alleged felony; or (iii) a criminal proceeding relating to such alleged felony has been completed without resolution (for example, as a result of a mistrial) and the relevant time period for recommencing criminal proceedings relating to such alleged felony has expired without any such recommencement;

(C) Grantee's death;

(D) the occurrence of a Change of Control; or

(E) termination of the suspension or escrow in the discretion of the Committee; and

(2) It may be imposed only if the Committee makes reasonable provision for the retention or realization of the value of the Restricted Shares to Grantee as if no suspension or escrow had been imposed upon any termination of the suspension or escrow under clauses (1)(B) or (E) above.

If the suspension is terminated by the occurrence of an event set forth in clause (1)(A) above, the Restricted Shares will, upon such occurrence, be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

7.3 Death. In the event of Grantee's death while an employee of the Corporation and prior to the third (3^d) anniversary of the Award Date, the Three-Year Continued Employment Performance Goal

will be *deemed* to have been achieved, and the Restricted Period with respect to all then outstanding Unvested Shares, if any, will terminate on the date of Grantee's death.

The Restricted Shares which thereby become Awarded Shares will be released and reissued by PNC to, or at the proper direction of, Grantee's legal representative pursuant to Section 9 as soon as administratively practicable following such date.

7.4 Qualifying Disability Termination

(a) In the event Grantee's employment with the Corporation is terminated prior to the third (3rd) anniversary of the Award Date by the Corporation by reason of Grantee's Disability, Unvested Shares will not be automatically forfeited on Grantee's Termination Date. Instead, Unvested Shares will, subject to the forfeiture provisions of Section 7.2 and Section 7.4(b), remain outstanding pending and subject to affirmative approval of the vesting of the Restricted Shares pursuant to this Section 7.4(a) by the Designated Person specified in Section A.12 of Annex A.

If such Unvested Shares are still outstanding but the Designated Person has not made a specific determination to either approve or disapprove the vesting of the Unvested Shares by the day immediately preceding the third (3rd) anniversary of the Award Date, then the Restricted Period will be automatically extended through the first to occur of: (1) the day the Designated Person makes a specific determination regarding such vesting; and (2) either (i) the ninetieth (90th) day following the third (3rd) anniversary of the Award Date, if the Designated Person is the Chief Human Resources Officer of PNC, or (ii) the 180th day following such anniversary date if the Designated Person is the Committee or its delegate, whichever is applicable; *provided, however*, if the Committee has acted to suspend the vesting of the Restricted Shares pursuant to Section 7.2(b), the Restricted Period will be extended until the terms of such suspension have been satisfied.

If the vesting of the then outstanding Unvested Shares is affirmatively approved by the Designated Person on or prior to the last day of the Restricted Period, including any extension of the Restricted Period, if applicable, then the Three-Year Continued Employment Performance Goal will be *deemed* to have been achieved, and the Restricted Period with respect to all then outstanding Unvested Shares, if any, will terminate as of the end of the day on the date of such approval. The Restricted Shares outstanding at the termination of the Restricted Period will become Awarded Shares and will be released and reissued by PNC pursuant to Section 9.

(b) If the Designated Person disapproves the vesting of the Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC on such disapproval date without payment of any consideration by PNC.

If by the end of the Restricted Period, including any extension of the Restricted Period pursuant to the second paragraph of Section 7.4(a), if applicable, the Designated Person has neither affirmatively approved nor specifically disapproved the vesting of the Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC at the close of business on the last day of the Restricted Period without payment of any consideration by PNC.

7.5 Qualifying Retirement

(a) In the event that Grantee Retires on or after the first (1st) anniversary of the Award Date but prior to the third (3rd) anniversary of the Award Date, Unvested Shares will not be automatically forfeited on Grantee's Termination Date. Instead, Unvested Shares will, subject to the forfeiture provisions of Section 7.2 and Section 7.5(b), remain outstanding pending and subject to affirmative approval of the vesting of the Restricted Shares pursuant to this Section 7.5(a) by the Designated Person specified in Section A.12 of Annex A.

If such Unvested Shares are still outstanding but the Designated Person has not made a specific determination to either approve or disapprove the vesting of the Unvested Shares by the day immediately preceding the third (3rd) anniversary of the Award Date, then the Restricted Period will be automatically extended through the first to occur of: (1) the day the Designated Person makes a specific determination regarding such vesting; and (2) either (i) the ninetieth (90th) day following the third (3rd) anniversary of the Award Date, if the Designated Person is the Chief Human Resources Officer of PNC, or (ii) the 180th day following such anniversary date if the Designated Person is the Committee or its delegate, whichever is applicable; *provided, however*, if the Committee has acted to suspend the vesting of the Restricted Shares pursuant to Section 7.2(b), the Restricted Period will be extended until the terms of such suspension have been satisfied.

If the vesting of the then outstanding Unvested Shares is affirmatively approved by the Designated Person on or prior to the last day of the Restricted Period, including any extension of the Restricted Period, if applicable, then the Three-Year Continued Employment Performance Goal will be *deemed* to have been achieved, and the Restricted Period with respect to all then outstanding Unvested Shares, if any, will terminate as of the end of the day on the date of such approval. The Restricted Shares outstanding at the termination of the Restricted Period will become Awarded Shares and will be released and reissued by PNC pursuant to Section 9.

(b) If the Designated Person disapproves the vesting of the Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC on such disapproval date without payment of any consideration by PNC.

If by the end of the Restricted Period, including any extension of the Restricted Period pursuant to the second paragraph of Section 7.5(a), if applicable, the Designated Person has neither affirmatively approved nor specifically disapproved the vesting of the Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC at the close of business on the last day of the Restricted Period without payment of any consideration by PNC.

7.6 Termination in Anticipation of a Change of Control. Notwithstanding anything in the Agreement to the contrary, if Grantee's employment with the Corporation is terminated by the Corporation prior to the third (3rd) anniversary of the Award Date and such termination is an Anticipatory Termination as defined in Section A.2 of Annex A, then: (i) the Three-Year Continued Employment Performance Goal will be *deemed* to have been achieved and the Restricted Period with respect to any then outstanding Unvested Shares will terminate as of the end of the day on the day immediately preceding Grantee's Termination Date; and (ii) all Restricted Shares that thereby become Awarded Shares will be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such date.

7.7 Other Committee Authority. Prior to the third (3rd) anniversary of the Award Date, the Committee or its delegate may in their sole discretion, but need not, determine that, with respect to some or all of Grantee's outstanding Unvested Shares, the Three-Year Continued Employment Performance Goal will be *deemed* to have been achieved and the Restricted Period with respect to such shares will terminate, all subject to such restrictions, terms or conditions as the Committee or its delegate may in their sole discretion determine.

8. Change of Control. Notwithstanding anything in the Agreement to the contrary, upon the occurrence of a Change of Control: (i) if Grantee is an employee of the Corporation as of the day immediately preceding the Change of Control, the Three-Year Continued Employment Performance Goal will be *deemed* to have been achieved and the Restricted Period will terminate with respect to all then outstanding Unvested Shares, if any, as of the day immediately preceding the Change of Control; (ii) if Grantee's employment with the Corporation terminated prior to the occurrence of the Change of Control but the Unvested Shares remained outstanding after such termination of employment pursuant to Section 7.4 or Section 7.5 and are still outstanding pending and subject to affirmative approval of the vesting of such shares by the Designated Person specified in Section A.12 of Annex A, then with respect to all

Unvested Shares outstanding as of the day immediately preceding the Change of Control, such affirmative vesting approval will be *deemed* to have been given, the Three-Year Continued Employment Performance Goal will be *deemed* to have been achieved, and the Restricted Period will terminate, all as of the day immediately preceding the Change of Control; and (iii) all Restricted Shares that thereby become Awarded Shares will be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such date.

9. Termination of Restrictions; Payment to Legal Representative Except as otherwise directed by the Committee pursuant to the suspension or escrow provisions of Section 7.2(b), if and to the extent applicable, PNC will release and issue or reissue the outstanding whole Restricted Shares that have not been forfeited and have become Awarded Shares following termination of the Restricted Period, without the legend referred to in Section 3.

Upon release of shares that have satisfied all of the conditions of the Agreement and have become Awarded Shares in accordance with this Section 9, PNC or its designee will deliver such whole shares to, or at the proper direction of, Grantee or Grantee's legal representative.

Any delivery of shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative shall extinguish all right to payment hereunder.

10. Payment of Taxes

10.1 Internal Revenue Code Section 83(b) Election In the event that Grantee makes an Internal Revenue Code Section 83(b) election with respect to the Restricted Shares, Grantee shall satisfy all then applicable federal, state or local withholding tax obligations arising from that election (a) by payment of cash or (b) if and to the extent then permitted by PNC and subject to such terms and conditions as PNC may from time to time establish, by physical delivery to PNC of certificates for whole shares of PNC common stock that are not subject to any contractual restriction, pledge or other encumbrance and that have been owned by Grantee for at least six (6) months and, in the case of restricted stock, for which it has been at least six (6) months since the restrictions lapsed, or by a combination of cash and such stock. Any such tax election shall be made pursuant to a form to be provided to Grantee by PNC on request. For purposes of this Section 10.1, shares of PNC common stock that are used to satisfy applicable withholding tax obligations will be valued at their Fair Market Value on the date the tax withholding obligation arises. Grantee will provide to PNC a copy of any Internal Revenue Code Section 83(b) election filed by Grantee with respect to the Restricted Shares not later than ten (10) days after the filing of such election.

10.2 Other Tax Liabilities. Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time the tax withholding obligation arises, retain sufficient whole shares of PNC common stock from Restricted Shares that have become Awarded Shares to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection with the Restricted Shares. For purposes of this Section 10.2, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value on the date the tax withholding obligation arises.

PNC will *not* retain more than the number of shares sufficient to satisfy the minimum amount of taxes then required to be withheld in connection with the Restricted Shares. If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding either: (a) by payment of cash; or (b) if and to the extent then permitted by PNC and subject to such terms and conditions as PNC may from time to time establish, using whole shares of PNC common stock (either by physical delivery to PNC of certificates for the shares or through PNC's share attestation procedure) that are not subject to any contractual restriction, pledge or other encumbrance and that have been owned by Grantee for at least six (6) months and, in the case of restricted stock, for which it has been at least six (6) months since the restrictions lapsed. Any such tax election shall be made pursuant to a form provided by PNC. Shares of PNC common stock that are used for this purpose will be valued at their Fair Market Value on the date the

tax withholding obligation arises. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection with the Restricted Shares, no additional withholding may be made.

11. Employment. Neither the Award and the issuance of the Restricted Shares nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

12. Subject to the Plan and the Committee. In all respects the Award and the Agreement are subject to the terms and conditions of the Plan, which has been made available to Grantee and is incorporated herein by reference; *provided, however*, the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. Further, the Award and the Agreement are subject to any interpretation of, and any rules and regulations issued by, the Committee or its delegate or under the authority of the Committee, whether made or issued before or after the Award Date.

13. Headings: Entire Agreement. Headings used in the Agreement are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement. The Agreement constitutes the entire agreement between Grantee and PNC and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties with respect to the subject matter hereof.

14. Grantee Covenants.

14.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 14 and 15 by virtue of receiving this Award (regardless of whether the Restricted Shares ultimately become Awarded Shares); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

14.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 14.2 while employed by the Corporation and for a period of one year after Grantee's Termination Date regardless of the reason for such termination of employment.

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

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

Notwithstanding the above, if Grantee's employment with the Corporation is terminated by the Corporation and such termination is an Anticipatory Termination, then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 14.2 will no longer apply and will be replaced with the following subsection (c):

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

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

14.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 14.4 shall be performed by Grantee without further compensation and will continue beyond the Termination Date.

15. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

15.2 Equitable Remedies. A breach of the provisions of any of Sections 14.2, 14.3 or 14.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

15.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 14.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

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

15.5 Severability. The restrictions and obligations imposed by Sections 14.2, 14.3 and 14.4 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon Grantee.

15.6 Reform. In the event any of Sections 14.2, 14.3 and 14.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to

which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

15.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 14.2, 14.3 and 14.4.

15.8 Compliance with Internal Revenue Code Section 409A. It is the intention of the parties that the Award and the Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Grantee agrees that PNC may, without the consent of Grantee, modify the Agreement and the Award to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

15.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent, if any, applicable to Grantee, the Award, and any right to receive Shares or other value pursuant to the Award and to retain such Shares or other value, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any "clawback" or similar policy of PNC in effect on the Award Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

16. Acceptance of Award; PNC Right to Cancel. If Grantee does not accept the Award by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms thereof in any way, within thirty (30) days of receipt by Grantee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the Award at any time prior to Grantee's delivery to PNC of a copy of the Agreement executed by Grantee. Otherwise, upon execution and delivery of the Agreement by both PNC and Grantee, the Agreement is effective as of the Award Date and the Restricted Shares will be issued as soon thereafter as administratively practicable.

Grantee will not have any of the rights of a shareholder with respect to the Restricted Shares as set forth in Section 4, and will not have the right to vote or to receive dividends in connection with such shares, until the date the Agreement is effective and the Restricted Shares are issued in accordance with this Section 16.

In the event that one or more record dates for dividends on PNC common stock occur after the Award Date but before the Agreement is effective in accordance with this Section 16 and the Restricted Shares are issued, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equivalent to the amount of the dividends Grantee would have received had the Restricted Shares been issued on the Award Date. Any such amount will be payable in accordance with applicable regular payroll practice as in effect from time to time for similarly situated employees.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

ANNEX A
CERTAIN DEFINITIONS

* * *

A.1 “Agreement,” “Award,” and “Award Date.” “Agreement” means the Restricted Stock Award Agreement between PNC and Grantee evidencing the Award made to Grantee pursuant to the Plan. “Award” means the Award made to Grantee pursuant to the Plan and evidenced by the Agreement. “Award Date” means the Award Date set forth on page 1 of the Agreement and is the date as of which the Restricted Shares are authorized to be granted by the Committee or its delegate in accordance with the Plan.

A.2 “Anticipatory Termination.” If Grantee’s employment with the Corporation is terminated by the Corporation other than for Cause, death or Disability prior to the date on which a Change of Control occurs, and if it is reasonably demonstrated by Grantee that such termination of employment (i) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (ii) otherwise arose in connection with or anticipation of a Change of Control, such a termination of employment is an “Anticipatory Termination.”

For purposes of this definition, “Cause” shall mean:

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

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

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

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

A.3 “Awarded Shares.” Provided that the Restricted Shares are then outstanding and have not been forfeited, Restricted Shares become “Awarded Shares” when all of the following have occurred: (a) the Three-Year Continued Employment Performance Goal has been achieved or is *deemed* to have been achieved pursuant to the terms of the Agreement; (b) the Restricted Period has terminated; and (c) if the Committee has acted to suspend the vesting of the Restricted Shares pursuant to Section 7.2(b) of the

Agreement, the terms of such suspension have been satisfied and the Restricted Shares have not been forfeited.

A.4 “Board” means the Board of Directors of PNC.

A.5 “Cause.” Except as otherwise provided in Section A.2, “Cause” means:

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

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

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

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

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

Except as otherwise provided in Section A.2, the cessation of employment of Grantee will be deemed to have been a termination of Grantee’s employment with the Corporation for Cause for purposes of the Agreement only if and when the CEO or his or her designee (or, if Grantee is the CEO, the Board) determines that Grantee is guilty of conduct described in clause (a), (b) or (c) above or that an event described in clause (d) or (e) above has occurred with respect to Grantee and, if so, determines that the termination of Grantee’s employment with the Corporation will be deemed to have been for Cause.

A.6 “CEO” means the chief executive officer of PNC.

A.7 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”); *provided, however*, that, for purposes of this Section A.7(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an “Affiliated Company”), (4) any acquisition pursuant to an Excluded Combination (as defined in Section A.7(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC’s shareholders, was approved by a vote of at

least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a “Business Combination”), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

A.8 “Committee” means the Personnel and Compensation Committee of the Board or such person or persons as may be designated or appointed by that committee as its delegate or designee.

A.9 “Competitive Activity” means any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any of its subsidiaries (a) engaged in business activities similar to some or all of the business activities of PNC or any subsidiary as of Grantee’s Termination Date or (b) engaged in business activities which Grantee knows PNC or any subsidiary intends to enter within the first twelve (12) months after Grantee’s Termination Date or, if later and if applicable, after the date specified in clause (ii) of Section A.13(a), in either case whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

A.10 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the Internal Revenue Code.

A.11 “Corporation” means PNC and its Consolidated Subsidiaries.

A.12 “Designated Person” will be either: (a) the Committee or its delegate, if Grantee was a member of the Corporate Executive Group (or equivalent successor classification) or was subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities when he or she ceased to be an employee of the Corporation; or (b) the Chief Human Resources Officer of PNC, if Grantee is not within one of the groups specified in Section A.12(a).

A.13 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Grantee’s Termination Date and extending through (and including) the first (1st)

anniversary of the later of (i) Grantee's Termination Date and, if different, (ii) the first date after Grantee's Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Committee (if Grantee was an "executive officer" of PNC as defined in SEC Regulation S-K when he or she ceased to be an employee of the Corporation) or the CEO or his or her designee (if Grantee was not such an executive officer), whichever is applicable, determines that Grantee has engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to Grantee, and, if so, determines that Grantee will be deemed to have engaged in Detrimental Conduct.

A.14 "Disabled" or "Disability" means, except as may otherwise be required by Section 409A of the Internal Revenue Code, that Grantee either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. If Grantee has been determined to be eligible for Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

A.15 "Fair Market Value" as it relates to a share of PNC common stock as of any given date means the average of the reported high and low trading prices on the New York Stock Exchange (or such successor reporting system as PNC may select) for a share of PNC common stock on such date, or, if no PNC common stock trades have been reported on such exchange for that day, the average of such prices on the next preceding day and the next following day for which there were reported trades.

A.16 "GAAP" or "generally accepted accounting principles" means accounting principles generally accepted in the United States of America.

A.17 "Grantee" means the person to whom the Restricted Stock Award is granted, and is identified as Grantee on page 1 of the Agreement.

A.18 "Internal Revenue Code" means the Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

A.19 "PNC" means The PNC Financial Services Group, Inc.

A.20 "Restricted Period" means, subject to early termination if so determined by the Committee or its delegate or pursuant to Section 7.6 of the Agreement, if applicable, the period from the Award Date through (and including) the earlier of: (a) the date of Grantee's death; (b) the day immediately preceding the day a Change of Control is *deemed* to have occurred; and (c) the day immediately preceding the third (3rd) anniversary of the Award Date or, if later, the last day of any extension of the Restricted Period pursuant to Section 7.4(a) or Section 7.5(a) of the Agreement, if applicable.

A.21 "Retire" or "Retirement" means termination of Grantee's employment with the Corporation at any time and for any reason (other than termination by reason of Grantee's death or by the Corporation for Cause and, if the Committee or the CEO or his or her designee so determines prior to such

divestiture, other than by reason of termination in connection with a divestiture of assets or a divestiture of one or more subsidiaries of the Corporation) on or after the first date on which Grantee has both attained at least age fifty-five (55) and completed five (5) years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan.

A.22 “Retiree” means a Grantee who has Retired.

A.23 “SEC” means the United States Securities and Exchange Commission.

A.24 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

A.25 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under generally accepted accounting principles and Grantee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee’s employment with the Corporation terminates effective at the time this occurs.

A.26 “Three-Year Continued Employment Performance Goal” means, subject to early achievement if so determined by the Committee or its delegate or *deemed* achievement pursuant to Section 7.3, Section 7.4, Section 7.5, Section 7.6, or Section 8 of the Agreement, if applicable, that Grantee has been continuously employed by the Corporation for the period from the Award Date through (and including) the day immediately preceding the first of the following to occur: (a) the third (3rd) anniversary of the Award Date; (b) the date of Grantee’s death; and (c) the day a Change of Control is *deemed* to have occurred.

A.27 “Unvested Shares” means any Restricted Shares that are outstanding but have not yet become Awarded Shares in accordance with the terms of the Agreement.

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

* * *
CASH-PAYABLE RESTRICTED SHARE UNITS AGREEMENT
* * *

GRANTEE: [Name]
AWARD DATE: _____, 20__
SHARE UNITS: [Number]

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

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

2. Restricted Share Units with Dividend Equivalents Award. Pursuant to The PNC Financial Services Group, Inc. 2006 Incentive Award Plan (the "Plan"), and subject to the terms and conditions of the Agreement, PNC grants to the Grantee named above ("Grantee") an award of Restricted Share Units ("Restricted Share Units") of the number of share units of PNC common stock set forth above, together with Dividend Equivalents ("Dividend Equivalents"), payable in cash, with respect to the same number of shares of PNC common stock as the number of share units set forth above (together, the "Award"), all subject to acceptance of the Award by Grantee in accordance with Section 15 and subject to the terms and conditions of the Agreement and the Plan.

3. Terms of Award. The Award is subject to the following terms and conditions.

Restricted Share Units and Dividend Equivalents are not transferable. The Restricted Share Units and ongoing Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Agreement prior to vesting; *provided, however*, that there shall be no forfeiture of Dividend Equivalents with respect to dividend payment dates that occur prior to a forfeiture of the Restricted Share Units to which they relate.

Restricted Share Units that vest in accordance with the terms of Section 6 will be settled pursuant to and in accordance with the terms of that Section. Unvested Share Units that are forfeited by Grantee pursuant to and in accordance with the terms of Section 5 will be cancelled without payment of any consideration by PNC.

The right to ongoing Dividend Equivalents is granted in connection with the Restricted Share Units and therefore shall terminate, without payment of any consideration by PNC, upon the settlement of Vested Share Units or the cancellation of Unvested Share Units, whichever is applicable.

4. Dividend Equivalents. From and after the Award Date until such time as the Restricted Share Units granted in connection with such Dividend Equivalents are either (i) settled pursuant to and in accordance with the terms of Section 6 or (ii) cancelled upon forfeiture in accordance with the terms of Section 5, the Corporation will make cash payments to Grantee equivalent to the amounts of the quarterly cash dividends Grantee would have received, if any, had the Restricted Share Units to which such Dividend

Equivalents relate been shares of PNC common stock issued and outstanding on the record dates for cash dividends on PNC common stock that occur during such period.

The Corporation will make such payments to Grantee pursuant to this Section 4 each quarter following the dividend payment date that relates to each such record date, if any. Such amounts shall be paid in cash in accordance with applicable regular payroll practice as in effect from time to time for similarly situated employees within 30 days after the applicable dividend payment date.

Termination or cancellation of Dividend Equivalents will have no effect on cash payments made pursuant to this Section 4 prior to such termination or cancellation.

If the right to ongoing Dividend Equivalents terminates because the Restricted Share Units to which they relate have been settled pursuant to and in accordance with the terms of Section 6 and such termination occurs after the dividend record date for a quarter but before the related dividend payment date, the Corporation will nonetheless make such a quarterly dividend equivalent payment to Grantee with respect to that record date, if any.

5. Forfeiture Events.

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 3rd anniversary of the Award Date and prior to the occurrence of a Change of Control, if any, all Restricted Share Units that are Unvested Share Units on Grantee's Termination Date, together with the right to Dividend Equivalents granted in connection with such Restricted Share Units, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

(b) Competitive Activities. Unvested Share Units that would otherwise remain outstanding after Grantee's Termination Date, if any, together with the right to Dividend Equivalents granted in connection with such Restricted Share Units, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC in the event that, at any time prior to the date such units vest in accordance with Section 6, PNC, by PNC's Designated Person, determines in its sole discretion that Grantee has engaged in Competitive Activities; *provided, however*, that no determination that Grantee has engaged in Competitive Activities may be made on or after the date of Grantee's death or on or after the date of a Change of Control.

For purposes of this Section 5(b), "Competitive Activities" shall mean any participation in, employment by, ownership of any equity interest exceeding 1% in, or promotion or organization of, any Person (other than PNC or any of its subsidiaries) engaged in financial services activities, including but not limited to a bank, bank affiliate, broker, dealer, or hedge fund, whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

(c) Upon forfeiture and cancellation pursuant to the provisions of this Section 5 of Unvested Share Units and the right to Dividend Equivalents granted in connection with such Restricted Share Units, the Award will terminate and neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in such Unvested Share Units or Dividend Equivalents.

6. Vesting; Cash Settlement of Vested Share Units.

(a) Vesting. For the purpose of determining the vesting date applicable to each portion of the Award, the Restricted Share Units are divided into three "Tranches" as follows: (1) 1/3 of the share units (rounded down to the nearest whole share unit) are in the First Tranche of the Restricted Share Units; (2) another 1/3 of the share units (rounded down to the nearest whole share unit) are in the Second Tranche of the Restricted Share Units; and (3) the remaining share units are in the Third Tranche of the Restricted Share Units.

Unless Unvested Share Units have been forfeited pursuant to the provisions of Section 5, Grantee's Unvested Share Units will vest upon the earliest to occur of the following:

- (i) the 1st anniversary of the Award Date in the case of the First Tranche share units, the 2nd anniversary of the Award Date in the case of the Second Tranche share units, and the 3rd anniversary of the Award Date in the case of the Third Tranche share units, respectively;
- (ii) Grantee's death; and
- (iii) the occurrence of a Change of Control.

(b) Settlement. Vested Share Units will be settled at the time set forth in this Section 6(b) by the payment to Grantee of cash in an amount equal to the number of Vested Share Units being settled multiplied by the Fair Market Value of a share of PNC common stock on the settlement date or as otherwise determined pursuant to Section 8 if applicable.

Payment will be made to Grantee with respect to the settlement of Vested Share Units as soon as practicable, but in no event later than 30 days, following the settlement date, which shall be the earliest to occur of the following:

- (i) the 1st, 2nd, or 3rd anniversary of the Award Date, as the case may be, with respect to the First, Second or Third Tranche of the Restricted Share Units, as applicable;
- (ii) the date of Grantee's death; and
- (iii) the occurrence of a Change of Control, but only if such Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code and any regulations, revenue procedures or revenue rulings issued by the Secretary of the United States Treasury applicable to such Section 409A.

7. No Rights as Shareholder. Grantee will have no rights as a shareholder of PNC by virtue of this Award.

8. Capital Adjustments. Upon the occurrence of a corporate transaction or transaction (including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC (each, a "Corporate Transaction")), the Compensation Committee or its delegate shall make those adjustments, if any, in the number, class or kind of Restricted Share Units and related Dividend Equivalents then outstanding under the Award that it deems appropriate in its discretion to reflect the Corporate Transaction(s) such that the rights of Grantee are neither enlarged nor diminished as a result of such Corporate Transaction or Transactions, including without limitation measuring the value per share unit by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction.

All determinations hereunder shall be made by the Compensation Committee or its delegate in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

9. Prohibitions Against Sale, Assignment, etc.; Payment to Legal Representative

(a) Restricted Share Units and Dividend Equivalents may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered.

(b) If Grantee is deceased at the time vested Restricted Share Units are settled in accordance with the terms of Section 6, such payment will be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by PNC.

(c) Any payment made in good faith by PNC to Grantee's executor, administrator or other legal representative shall extinguish all right to payment hereunder.

10. Withholding Taxes.

Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time the tax withholding obligation arises in connection herewith, retain an amount sufficient to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection therewith from any amounts then payable hereunder to Grantee. If any withholding is required prior to the time amounts are payable to Grantee hereunder, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding by payment of cash. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection herewith, no additional withholding may be made.

11. Employment. Neither the granting of the Restricted Share Units and Dividend Equivalents nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

12. Subject to the Plan and the Compensation Committee. In all respects the Award and the Agreement are subject to the terms and conditions of the Plan, which has been made available to Grantee and is incorporated herein by reference; *provided, however*, the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. Further, the Award and the Agreement are subject to any interpretation of, and any rules and regulations issued by, the Compensation Committee or its delegate or under the authority of the Compensation Committee, whether made or issued before or after the Award Date.

13. Headings; Entire Agreement. Headings used in the Agreement are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement. The Agreement constitutes the entire agreement between Grantee and PNC with respect to the subject matters addressed herein, and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties concerning the subject matters hereof.

14. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

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

14.3 Applicable Law. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law,

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

14.4. Compliance with Internal Revenue Code Section 409A It is the intention of the parties that the Award and the Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Grantee agrees that PNC may, without the consent of Grantee, modify the Agreement and the Award to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed “deferred compensation” within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

15. Acceptance of Award; PNC Right to Cancel. If Grantee does not accept the Award by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms thereof in any way, within 30 days of receipt by Grantee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the Award at any time prior to Grantee’s delivery to PNC of a copy of the Agreement executed by Grantee. Otherwise, upon execution and delivery of the Agreement by both PNC and Grantee, the Agreement is effective.

In the event that one or more record dates for dividends on PNC common stock occur after the Award Date but before the date the Agreement is effective in accordance with this Section 15, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equal to the amount of the dividend equivalent payment Grantee would have received had the Agreement been effective on the Award Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

ANNEX A
CERTAIN DEFINITIONS

* * *

A.1 “Agreement” means the Cash-Payable Restricted Share Units Agreement between PNC and Grantee evidencing the Restricted Share Units with Dividend Equivalents award granted to Grantee pursuant to the Plan.

A.2 “Award” and “Award Date.” “Award” means the Restricted Share Units with Dividend Equivalents award granted to Grantee pursuant to the Plan and evidenced by the Agreement. “Award Date” means the Award Date set forth on page 1 of the Agreement and is the date as of which the Restricted Share Units with Dividend Equivalents are authorized to be granted by the Compensation Committee or its delegate in accordance with the Plan.

A.3 “Board” means the Board of Directors of PNC.

A.4 “Cause” means:

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

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

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

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

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

The cessation of employment of Grantee will be deemed to have been a termination of Grantee’s employment with the Corporation for Cause for purposes of the Agreement only if and when PNC, by PNC’s Designated Person, determines that Grantee is guilty of conduct described in clause (a), (b) or (c) above or that an event described in clause (d) or (e) above has occurred with respect to Grantee and, if so, determines that the termination of Grantee’s employment with the Corporation will be deemed to have been for Cause.

A.5 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”); *provided, however*, that, for purposes of this Section A.5(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit

plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an “Affiliated Company”), (4) any acquisition pursuant to an Excluded Combination (as defined in Section A.5(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC’s shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a “Business Combination”), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

A.6 “Compensation Committee” means the Personnel and Compensation Committee of the Board or such person or persons as may be designated or appointed by that committee as its delegate or designee.

A.7 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the Internal Revenue Code.

A.8 “Corporation” means PNC and its Consolidated Subsidiaries.

A.9 “Designated Person” shall mean PNC’s CEO or any other executive officer of PNC.

A.10 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means the average of the reported high and low trading prices on the New York Stock Exchange (or such successor reporting system as PNC may select) for a share of PNC common stock on such date, or, if no PNC common stock trades have been reported on such exchange for that day, the average of such prices on the next preceding day and the next following day for which there were reported trades.

A.11 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

A.12 “Grantee” means the person to whom the Restricted Share Units with Dividend Equivalents award is granted, and is identified as Grantee on page 1 of the Agreement.

A.13 “Internal Revenue Code” means the Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

A.14 “PNC” means The PNC Financial Services Group, Inc.

A.15 “SEC” means the United States Securities and Exchange Commission.

A.16 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under generally accepted accounting principles and Grantee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee’s employment with the Corporation terminates effective at the time this occurs.

A.17 “Unvested Share Units” means any Restricted Share Units that are outstanding but have not vested in accordance with the terms of Section 6 of the Agreement.

A.18 “Vested Share Units.” Provided that the Restricted Share Units have not been forfeited pursuant to the terms of Section 5 of the Agreement and are then outstanding, Restricted Share Units will vest in accordance with the terms of Section 6 of the Agreement. Restricted Share Units that have vested and become Vested Share Units are no longer subject to forfeiture under the terms of the Agreement.

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

* * *
CASH-PAYABLE RESTRICTED SHARE UNITS AWARD AGREEMENT
* * *

GRANTEE: [Name]
AWARD DATE: _____, 20__
SHARE UNITS: [Number] share units

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

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

2. Restricted Share Units with Dividend Equivalents Award. Pursuant to The PNC Financial Services Group, Inc. 2006 Incentive Award Plan (the "Plan"), and subject to the terms and conditions of the Agreement, PNC grants to the Grantee named above ("Grantee") an award of Restricted Share Units ("Restricted Share Units") of the number of share units of PNC common stock set forth above, together with Dividend Equivalents ("Dividend Equivalents"), payable in cash, with respect to the same number of shares of PNC common stock as the number of share units set forth above (together, the "Award"), all subject to acceptance of the Award by Grantee in accordance with Section 16 and subject to the terms and conditions of the Agreement and the Plan.

3. Terms of Award. The Award is subject to the following terms and conditions.

Restricted Share Units and Dividend Equivalents are not transferable. The Restricted Share Units and ongoing Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Agreement prior to vesting; *provided, however*, that there shall be no forfeiture of Dividend Equivalents with respect to dividend payment dates that occur prior to a forfeiture of the Restricted Share Units to which they relate.

Restricted Share Units that vest in accordance with the terms of Section 6 will be settled pursuant to and in accordance with the terms of that Section. Unvested Share Units that are forfeited by Grantee pursuant to and in accordance with the terms of Section 5 will be cancelled without payment of any consideration by PNC.

The right to ongoing Dividend Equivalents is granted in connection with the Restricted Share Units and therefore shall terminate, without payment of any consideration by PNC, upon the settlement of Vested Share Units or the cancellation of Unvested Share Units, whichever is applicable.

4. Dividend Equivalents. From and after the Award Date until such time as the Restricted Share Units granted in connection with such Dividend Equivalents are either (i) settled pursuant to and in accordance with the terms of Section 6 or (ii) cancelled upon forfeiture in accordance with the terms of Section 5, the Corporation will make cash payments to Grantee equivalent to the amounts of the quarterly cash dividends Grantee would have received, if any, had the Restricted Share Units to which such Dividend

Equivalents relate been shares of PNC common stock issued and outstanding on the record dates for cash dividends on PNC common stock that occur during such period.

The Corporation will make such payments to Grantee pursuant to this Section 4 each quarter following the dividend payment date that relates to each such record date, if any. Such amounts shall be paid in cash in accordance with applicable regular payroll practice as in effect from time to time for similarly situated employees within 30 days after the applicable dividend payment date.

Termination or cancellation of Dividend Equivalents will have no effect on cash payments made pursuant to this Section 4 prior to such termination or cancellation.

If the right to ongoing Dividend Equivalents terminates because the Restricted Share Units to which they relate have been settled pursuant to and in accordance with the terms of Section 6 and such termination occurs after the dividend record date for a quarter but before the related dividend payment date, the Corporation will nonetheless make such a quarterly dividend equivalent payment to Grantee with respect to that record date, if any. However, if the right to ongoing Dividend Equivalents terminates because the Restricted Share Units to which they relate have been cancelled upon forfeiture in accordance with the terms of Section 5, Grantee will not receive any dividend equivalent payments after such forfeiture date, whether or not a dividend record date had occurred prior to such date.

5. Forfeiture Events.

5.1 Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 3^d anniversary of the Award Date, all Restricted Share Units that are Unvested Share Units on Grantee's Termination Date, together with the right to Dividend Equivalents granted in connection with such Restricted Share Units, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC; *provided, however*, this Section 5.1 shall only apply if the Termination Date occurs prior to the occurrence of a Change of Control, if any.

5.2 Termination Other than for Death or Disability. In the event that Grantee's employment with the Corporation terminates prior to 3^d anniversary of the Award Date for any reason other than (i) Grantee's death or (ii) termination of Grantee's employment by the Corporation by reason of Grantee's Disability, all Restricted Share Units that are Unvested Share Units on Grantee's Termination Date, together with the right to Dividend Equivalents granted in connection with such Restricted Share Units, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC; *provided, however*, this Section 5.2 shall only apply if the Termination Date occurs prior to the occurrence of a Change of Control, if any.

5.3 Detrimental Conduct. Unvested Share Units that would otherwise remain outstanding after Grantee's Termination Date, if any, together with the right to Dividend Equivalents granted in connection with such Restricted Share Units, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC in the event that, at any time prior to the date such units vest in accordance with Section 6, PNC, by PNC's Designated Person, determines in its sole discretion that Grantee has engaged in Detrimental Conduct; *provided, however*, that no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death or on or after the date of a Change of Control.

5.4 Judicial Criminal Proceedings. If any criminal charges are brought against Grantee, in an indictment or in other analogous formal charges commencing judicial criminal proceedings, alleging the commission of a felony that relates to or arises out of Grantee's employment or other service relationship with the Corporation, then to the extent that the Restricted Share Units are still outstanding and have not yet vested, the vesting of the Unvested Share Units shall be automatically suspended.

Such suspension of vesting shall continue until the earliest to occur of the following:

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

(2) resolution of the criminal proceedings in one of the following ways: (i) the charges as they relate to such alleged felony have been dismissed (with or without prejudice); (ii) Grantee has been acquitted of such alleged felony; or (iii) a criminal proceeding relating to such alleged felony has been completed without resolution (for example, as a result of a mistrial) and the relevant time period for recommencing criminal proceedings relating to such alleged felony has expired without any such recommencement;

(3) Grantee's death; or

(4) the occurrence of a Change of Control.

If the suspension is terminated by the occurrence of an event set forth in clause (1) above, the Restricted Share Units, together with all Dividend Equivalents granted in connection with such Restricted Share Units, will, upon such occurrence, be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

If the suspension is terminated by the occurrence of an event set forth in clause (2), (3) or (4) above, vesting and settlement shall proceed in accordance with Section 6, as applicable.

5.5 Termination of Award Upon Forfeiture of Units The Award will terminate, and neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in the Restricted Share Units or the related right to Dividend Equivalents evidenced by the Agreement, upon forfeiture and cancellation pursuant to the provisions of Section 5 of such Restricted Share Units and related right to Dividend Equivalents.

6. Vesting; Cash Settlement of Vested Share Units

6.1 Vesting Unless Unvested Share Units have been forfeited pursuant to the provisions of Section 5, Grantee's Unvested Share Units will vest upon the earliest to occur of the following:

- (i) the 3rd anniversary of the Award Date or, if later, on the date as of which any suspension imposed pursuant to Section 5.4 is lifted and the units vest, as applicable;
- (ii) Grantee's death; and
- (iii) the occurrence of a Change of Control.

6.2 Settlement Vested Share Units will be settled at the time set forth in this Section 6.2 by the payment to Grantee of cash in an amount equal to the number of Vested Share Units being settled multiplied by the Fair Market Value of a share of PNC common stock on the settlement date or as otherwise determined pursuant to Section 8 if applicable.

Payment will be made to Grantee with respect to the settlement of Vested Share Units as soon as practicable, but in no event later than 30 days, following the settlement date, which shall be the earliest to occur of the following:

- (iv) the 3rd anniversary of the Award Date or, if later, the date as of which any suspension imposed pursuant to Section 5.4 is lifted and the units vest, as applicable;
- (v) the date of Grantee's death; and

- (vi) the occurrence of a Change of Control, but only if such Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code and any regulations, revenue procedures or revenue rulings issued by the Secretary of the United States Treasury applicable to such Section 409A.

In the event that the settlement date is the date as of which any suspension imposed pursuant to Section 5.4 is lifted, payment will be made no later than the earlier of (a) 30 days after the settlement date and (b) December 31 of the year in which the settlement date occurs.

7. No Rights as Shareholder. Grantee will have no rights as a shareholder of PNC by virtue of this Award.

8. Capital Adjustments. Upon the occurrence of a corporate transaction or transaction (including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC (each, a "Corporate Transaction")), the Compensation Committee or its delegate shall make those adjustments, if any, in the number, class or kind of Restricted Share Units and related Dividend Equivalents then outstanding under the Award that it deems appropriate in its discretion to reflect the Corporate Transaction(s) such that the rights of Grantee are neither enlarged nor diminished as a result of such Corporate Transaction or Transactions, including without limitation measuring the value per share unit by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction.

All determinations hereunder shall be made by the Compensation Committee or its delegate in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

9. Prohibitions Against Sale, Assignment, etc.: Payment to Legal Representative

(a) Restricted Share Units and Dividend Equivalents may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered.

(b) If Grantee is deceased at the time vested Restricted Share Units are settled in accordance with the terms of Section 6, such payment will be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by PNC.

(c) Any payment made in good faith by PNC to Grantee's executor, administrator or other legal representative shall extinguish all right to payment hereunder.

10. Withholding Taxes. Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time the tax withholding obligation arises in connection herewith, retain an amount sufficient to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection therewith from any amounts then payable hereunder to Grantee. If any withholding is required prior to the time amounts are payable to Grantee hereunder, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding by payment of cash. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection herewith, no additional withholding may be made.

11. Employment. Neither the granting of the Restricted Share Units and Dividend Equivalents nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

12. Subject to the Plan and the Compensation Committee. In all respects the Award and the Agreement are subject to the terms and conditions of the Plan, which has been made available to Grantee and is incorporated herein by reference; *provided, however*, the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. Further, the Award and the Agreement are subject to any interpretation of, and any rules and regulations issued by, the Compensation Committee or its delegate or under the authority of the Compensation Committee, whether made or issued before or after the Award Date.

13. Headings; Entire Agreement. Headings used in the Agreement are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement. The Agreement constitutes the entire agreement between Grantee and PNC with respect to the subject matters addressed herein, and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties concerning the subject matters hereof.

14. Grantee Covenants.

14.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 14 and 15 by virtue of receiving this Restricted Share Units and Dividend Equivalents Award (regardless of whether such share units ultimately vest and settle); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

14.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 14.2 while employed by the Corporation and for a period of twelve (12) months after Grantee's Termination Date regardless of the reason for such termination of employment.

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

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

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

14.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly

or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 14.4 shall be performed by Grantee without further compensation and will continue beyond the Termination Date.

15. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

15.2 Equitable Remedies. A breach of the provisions of any of Sections 14.2, 14.3 or 14.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

15.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 14.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

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

15.5 Severability. The restrictions and obligations imposed by Sections 14.2, 14.3 and 14.4 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon Grantee.

15.6 Reform. In the event any of Sections 14.2, 14.3 and 14.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

15.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 14.2, 14.3 and 14.4.

15.8 Compliance with Internal Revenue Code Section 409A. It is the intention of the parties that the Award and the Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Grantee agrees that PNC may,

without the consent of Grantee, modify the Agreement and the Award to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed “deferred compensation” within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

15.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent, if any, applicable to Grantee, the Award, and any right to receive and retain any value pursuant to the Award, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any “clawback” or similar policy of PNC in effect on the Award Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

16. Acceptance of Award; PNC Right to Cancel. If Grantee does not accept the Award by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms thereof in any way, within 30 days of receipt by Grantee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the Award at any time prior to Grantee’s delivery to PNC of a copy of the Agreement executed by Grantee. Otherwise, upon execution and delivery of the Agreement by both PNC and Grantee, the Agreement is effective.

In the event that one or more record dates for dividends on PNC common stock occur after the Award Date but before the date the Agreement is effective in accordance with this Section 16, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equal to the amount of the dividend equivalent payment Grantee would have received had the Agreement been effective on the Award Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

ANNEX A
CERTAIN DEFINITIONS

* * *

A.1 “Agreement” means the Cash-Payable Restricted Share Units Agreement between PNC and Grantee evidencing the Restricted Share Units with Dividend Equivalents award granted to Grantee pursuant to the Plan.

A.2 “Award” and “Award Date.” “Award” means the Restricted Share Units with Dividend Equivalents award granted to Grantee pursuant to the Plan and evidenced by the Agreement. “Award Date” means the Award Date set forth on page 1 of the Agreement and is the date as of which the Restricted Share Units with Dividend Equivalents are authorized to be granted by the Compensation Committee or its delegate in accordance with the Plan.

A.3 “Board” means the Board of Directors of PNC.

A.4 “Cause” means:

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

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

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

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

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

The cessation of employment of Grantee will be deemed to have been a termination of Grantee’s employment with the Corporation for Cause for purposes of the Agreement only if and when PNC, by PNC’s Designated Person, determines that Grantee is guilty of conduct described in clause (a), (b) or (c) above or that an event described in clause (d) or (e) above has occurred with respect to Grantee and, if so, determines that the termination of Grantee’s employment with the Corporation will be deemed to have been for Cause.

A.5 “CEO” means the chief executive officer of PNC.

A.6 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in

the election of directors (the "Outstanding PNC Voting Securities"); *provided, however*, that, for purposes of this Section A.6(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an "Affiliated Company"), (4) any acquisition pursuant to an Excluded Combination (as defined in Section A.6(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a "Business Combination"), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an "Excluded Combination"); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

A.7 "Compensation Committee" means the Personnel and Compensation Committee of the Board or such person or persons as may be designated or appointed by that committee as its delegate or designee.

A.8 "Competitive Activity" means any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any of its subsidiaries (a) engaged in business activities similar to some or all of the business activities of PNC or any subsidiary as of Grantee's Termination Date or (b) engaged in business activities which Grantee knows PNC or any subsidiary intends to enter within the first twelve (12) months after Grantee's Termination Date or, if later and if applicable, after the date specified in clause (ii) of Section A.12(a), in either case whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

A.9 "Consolidated Subsidiary" means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under generally accepted accounting principles and (2) satisfies the definition of "service recipient" under Section 409A of the Internal Revenue Code.

A.10 “Corporation” means PNC and its Consolidated Subsidiaries.

A.11 “Designated Person” shall mean PNC’s CEO or any other executive officer of PNC.

A.12 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Grantee’s Termination Date and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when PNC, by PNC’s Designated Person, determines that Grantee has engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to Grantee and, if so, determines that Grantee will be deemed to have engaged in Detrimental Conduct.

A.13 “Disabled” or “Disability” means, except as may otherwise be required by Section 409A of the Internal Revenue Code, that Grantee either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. If Grantee has been determined to be eligible for Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

A.14 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means the average of the reported high and low trading prices on the New York Stock Exchange (or such successor reporting system as PNC may select) for a share of PNC common stock on such date, or, if no PNC common stock trades have been reported on such exchange for that day, the average of such prices on the next preceding day and the next following day for which there were reported trades.

A.15 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

A.16 “Grantee” means the person to whom the Restricted Share Units with Dividend Equivalents award is granted, and is identified as Grantee on page 1 of the Agreement.

A.17 “Internal Revenue Code” means the Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

A.18 “PNC” means The PNC Financial Services Group, Inc.

A.19 “SEC” means the United States Securities and Exchange Commission.

A.20 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the

Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

A.21 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under generally accepted accounting principles and Grantee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee’s employment with the Corporation terminates effective at the time this occurs.

A.22 “Unvested Share Units” means any Restricted Share Units that are outstanding but have not vested in accordance with the terms of Section 6 of the Agreement.

A.23 “Vested Share Units.” Provided that the Restricted Share Units have not been forfeited pursuant to the terms of Section 5 of the Agreement and are then outstanding, Restricted Share Units will vest in accordance with the terms of Section 6 of the Agreement.

Restricted Stock Award
Continued Employment Performance Goals
Restricted Periods: Three Years (25%); Four Years (25%); Five Years (50%)

THE PNC FINANCIAL SERVICES GROUP, INC.
2006 INCENTIVE AWARD PLAN
* * *
RESTRICTED STOCK AWARD AGREEMENT
* * *

GRANTEE: [name]
AWARD DATE: _____, 20____
RESTRICTED SHARES: [number of whole shares]

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

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

2. Restricted Shares Award. Pursuant to The PNC Financial Services Group, Inc. 2006 Incentive Award Plan (the “Plan”), and subject to the terms and conditions of the Agreement, PNC grants to the Grantee named above (“Grantee”) a Restricted Shares Award of the number of restricted shares of PNC common stock set forth above (the “Award” and the “Restricted Shares”), all subject to acceptance of the Award by Grantee in accordance with Section 16 and subject to the terms and conditions of the Agreement and the Plan.

For purposes of determining the Restricted Period and Continued Employment Performance Goal applicable to each portion of the Restricted Shares under the Agreement, the Restricted Shares are divided into three “Tranches” as follows:

- (a) twenty-five percent (25%) of these shares (rounded down to the nearest whole share) are in the First Tranche of Restricted Shares;
- (b) another twenty-five percent (25%) of these shares (rounded down to the nearest whole share) are in the Second Tranche of Restricted Shares; and
- (c) the remaining fifty percent (50%) of these shares are in the Third Tranche of Restricted Shares.

3. Terms of Award. The Award is subject to the following terms and conditions.

Restricted Shares are subject to the Restricted Period applicable to such shares as provided in Section A.23 of Annex A. During the applicable Restricted Period and until all of the conditions of the Agreement with respect to such shares have been satisfied and the shares become Awarded Shares, Restricted Shares are subject to forfeiture and to transfer restrictions pursuant to the terms and conditions of the Agreement.

Once issued in accordance with Section 16, Restricted Shares will be deposited with PNC or its designee in a restricted account or credited to a restricted book-entry account. Restricted Shares will be held in a restricted account until either all of the conditions of the Agreement with respect to such shares have been satisfied or the shares are forfeited pursuant to the terms of the Agreement. Restricted Shares that are forfeited by Grantee pursuant to and in accordance with the terms of Section 7 will be cancelled without payment of any consideration by PNC.

Any certificate or certificates representing Restricted Shares will contain the following legend:

“This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in The PNC Financial Services Group, Inc. 2006 Incentive Award Plan and an Agreement entered into between the registered owner and The PNC Financial Services Group, Inc. Release from such terms and conditions will be made only in accordance with the provisions of such Plan and such Agreement, a copy of each of which is on file in the office of the Corporate Secretary of The PNC Financial Services Group, Inc.”

Where a book-entry system is used with respect to the issuance of Restricted Shares, appropriate notation of such forfeiture possibility and transfer restrictions will be made on the system with respect to the account or accounts to which the Restricted Shares are credited.

Restricted Shares deposited with PNC or its designee that become Awarded Shares as provided in Section A.3 of Annex A upon satisfaction of all of the conditions of the Agreement with respect to such shares will be released from the restricted account and reissued to, or at the proper direction of, Grantee or Grantee's legal representative pursuant to Section 9.

4. Rights as Shareholder. Except as provided in Sections 6 through 9 and subject to Section 16, Grantee will have all the rights and privileges of a shareholder with respect to the Restricted Shares including, but not limited to, the right to vote the Restricted Shares and the right to receive dividends thereon if and when declared by the Board; *provided, however*, that all such rights and privileges will cease immediately upon any forfeiture of such shares.

5. Capital Adjustments. Restricted Shares issued pursuant to the Award shall, as issued and outstanding shares of PNC common stock, be subject to such adjustment as may be necessary to reflect corporate transactions, including, without limitation, stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC; *provided, however*, that any shares received as distributions on or in exchange for Restricted Shares that have not yet been released from the terms of the Agreement shall be subject to the terms and conditions of the Agreement as if they were Restricted Shares, and shall have the same Restricted Period and Performance Goal that are applicable to the Restricted Shares that such shares were a distribution on or for which such shares were exchanged.

6. Prohibitions Against Sale, Assignment, etc.: Payment to Legal Representative

(a) Restricted Shares may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered, other than as may be required pursuant to Section 10.2, unless and until the Restricted Period terminates and the Awarded Shares are released and reissued by PNC pursuant to Section 9.

(b) If Grantee is deceased at the time Restricted Shares become Awarded Shares, PNC will deliver such shares to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by the Committee.

(c) Any delivery of shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative shall extinguish all right to payment hereunder.

7. Forfeiture Provisions.

7.1 Forfeiture on Termination of Employment. Except as otherwise provided in and subject to the conditions of Section 7.3, Section 7.4(a), Section 7.5, Section 7.6, or Section 8, if applicable, in the event that Grantee's employment with the Corporation terminates prior to the fifth (5th) anniversary of the Award Date, all Restricted Shares that are Unvested Shares on Grantee's Termination Date will be forfeited by Grantee to PNC without payment of any consideration by PNC.

Upon any forfeiture of Unvested Shares pursuant to the provisions of this Section 7.1 or the provisions of Section 7.2 or Section 7.4(b), neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in such Unvested Shares or any certificate or certificates representing such Unvested Shares.

7.2 Detrimental Conduct; Judicial Criminal Proceedings.

(a) Detrimental Conduct. Unvested Shares that would otherwise remain outstanding after Grantee's Termination Date, if any, will be forfeited by Grantee to PNC without payment of any consideration by PNC in the event that, at any time prior to the date such shares become Awarded Shares, PNC determines that Grantee has engaged in Detrimental Conduct; *provided, however*, that: (i) this Section 7.2(a) will not apply to Restricted Shares that remain outstanding after Grantee's Termination Date pursuant to Section 7.3 or Section 7.6, if any; (ii) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death; (iii) Detrimental Conduct will not apply to conduct by or activities of successors to the Restricted Shares by will or the laws of descent and distribution in the event of Grantee's death; and (iv) Detrimental Conduct will cease to apply to any Restricted Shares upon a Change of Control.

(b) Judicial Criminal Proceedings. If any criminal charges are brought against Grantee, in an indictment or in other analogous formal charges commencing judicial criminal proceedings, alleging the commission of a felony that relates to or arises out of Grantee's employment or other service relationship with the Corporation, then to the extent that the Restricted Shares are still outstanding and have not yet become Awarded Shares, the Committee may determine to suspend the vesting of the Restricted Shares or to require the escrow of the proceeds of the shares.

Any such suspension or escrow is subject to the following restrictions:

(1) It may last only until the earliest to occur of the following:

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

(B) resolution of the criminal proceedings in one of the following ways: (i) the charges as they relate to such alleged felony have been dismissed (with or without prejudice); (ii) Grantee has been acquitted of such alleged felony; or (iii) a criminal proceeding relating to such alleged felony has been completed without resolution (for example, as a result of a mistrial) and the relevant time period for recommencing criminal proceedings relating to such alleged felony has expired without any such recommencement;

(C) Grantee's death;

(D) the occurrence of a Change of Control; or

(E) termination of the suspension or escrow in the discretion of the Committee; and

(2) It may be imposed only if the Committee makes reasonable provision for the retention or realization of the value of the Restricted Shares to Grantee as if no suspension or escrow had been imposed upon any termination of the suspension or escrow under clauses (1)(B) or (E) above.

If the suspension is terminated by the occurrence of an event set forth in clause (1)(A) above, the Restricted Shares will, upon such occurrence, be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

7.3 Death. In the event of Grantee's death while an employee of the Corporation and prior to the fifth (5th) anniversary of the Award Date, all remaining applicable Continued Employment Performance Goals will be *deemed* to have been achieved, and the Restricted Period or Periods with respect to all then outstanding Unvested Shares, if any, will terminate on the date of Grantee's death.

The Restricted Shares which thereby become Awarded Shares will be released and reissued by PNC to, or at the proper direction of, Grantee's legal representative pursuant to Section 9 as soon as administratively practicable following such date.

7.4 Qualifying Disability Termination

(a) In the event Grantee's employment with the Corporation is terminated prior to the fifth (5th) anniversary of the Award Date by the Corporation by reason of Grantee's Disability, Unvested Shares will not be automatically forfeited on Grantee's Termination Date. Instead, Unvested Shares will, subject to the forfeiture provisions of Section 7.2 and Section 7.4(b), remain outstanding pending and subject to affirmative approval of the vesting of the Restricted Shares pursuant to this Section 7.4(a) by the Designated Person specified in Section A.13 of Annex A.

If such Unvested Shares are still outstanding but the Designated Person has not made a specific determination to either approve or disapprove the vesting of the Unvested Shares or relevant portion thereof by the day immediately preceding the third (3rd) anniversary of the Award Date in the case of First Tranche shares, or the fourth (4th) or fifth (5th) anniversary of the Award Date in the case of Second or Third Tranche shares, respectively, then the Restricted Period applicable to such shares will be automatically extended through the first to occur of: (1) the day the Designated Person makes a specific determination regarding such vesting; and (2) either (i) the ninetieth (90th) day following the third (3rd) anniversary of the Award Date in the case of First Tranche shares, or the fourth (4th) or fifth (5th) anniversary of the Award Date in the case of Second or Third Tranche shares, respectively, if the Designated Person is the Chief Human Resources Officer of PNC, or (ii) the 180th day following such anniversary date if the Designated Person is the Committee or its delegate, whichever is applicable; *provided, however*, if the Committee has acted to suspend the vesting of the Restricted Shares pursuant to Section 7.2(b), the Restricted Period will be extended until the terms of such suspension have been satisfied.

If the vesting of the then outstanding Unvested Shares or relevant portion thereof is affirmatively approved by the Designated Person on or prior to the last day of the applicable Restricted Period for the respective Tranche of shares, including any extension of such Restricted Period, if applicable, then the applicable Continued Employment Performance Goal with respect to such Tranche of shares will be *deemed* to have been achieved, and the Restricted Period with respect to all Unvested Shares in such Tranche then outstanding, if any, will terminate as of the end of the day on the date of such approval. The Restricted Shares outstanding at the termination of such applicable Restricted Period will become Awarded Shares and will be released and reissued by PNC pursuant to Section 9.

(b) If the Designated Person disapproves the vesting of Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC on such disapproval date without payment of any consideration by PNC.

If by the end of the applicable Restricted Period, including any extension of such Restricted Period pursuant to the second paragraph of Section 7.4(a), if applicable, the Designated Person has neither

affirmatively approved nor specifically disapproved the vesting of Unvested Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then all such Unvested Shares that are still outstanding will be forfeited by Grantee to PNC at the close of business on the last day of the applicable Restricted Period without payment of any consideration by PNC.

7.5 Other Committee Authority. Prior to the third (3rd) anniversary of the Award Date in the case of the First Tranche shares, or the fourth (4th) or fifth (5th) anniversary of the Award Date in the case of the Second or Third Tranche shares, respectively, the Committee or its delegate may in their sole discretion, but need not, determine that, with respect to some or all of Grantee's then outstanding Unvested Shares, the applicable Continued Employment Performance Goal(s) with respect to such Tranche or Tranches of shares will be *deemed* to have been achieved and the Restricted Period with respect to some or all of the Unvested Shares in such Tranche or Tranches then outstanding, if any, will terminate, all subject to such restrictions, terms or conditions as the Committee or its delegate may in their sole discretion determine.

7.6 Termination in Anticipation of a Change of Control. Notwithstanding anything in the Agreement to the contrary, if Grantee's employment with the Corporation is terminated by the Corporation prior to the fifth (5th) anniversary of the Award Date and such termination is an Anticipatory Termination as defined in Section A.2 of Annex A, then: (i) all remaining applicable Continued Employment Performance Goals will be *deemed* to have been achieved and the Restricted Period or Periods with respect to all then outstanding Unvested Shares, if any, will terminate as of the end of the day on the day immediately preceding Grantee's Termination Date; and (ii) all Restricted Shares that thereby become Awarded Shares will be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such date.

8. Change of Control. Notwithstanding anything in the Agreement to the contrary, upon the occurrence of a Change of Control: (i) if Grantee is an employee of the Corporation as of the day immediately preceding the Change of Control, all remaining applicable Continued Employment Performance Goals will be *deemed* to have been achieved and the Restricted Period or Periods with respect to all then outstanding Unvested Shares, if any, will terminate as of the day immediately preceding the Change of Control; (ii) if Grantee's employment with the Corporation terminated prior to the occurrence of the Change of Control but Unvested Shares remained outstanding after such termination of employment pursuant to Section 7.4 and are still outstanding pending and subject to affirmative approval of the vesting of such shares by the Designated Person specified in Section A.13 of Annex A, then with respect to all such Unvested Shares outstanding as of the day immediately preceding the Change of Control, such affirmative vesting approval will be *deemed* to have been given, the applicable Continued Employment Performance Goal or Goals will be *deemed* to have been achieved, and the applicable Restricted Period or Periods will terminate, all as of the day immediately preceding the Change of Control; and (iii) all Restricted Shares that thereby become Awarded Shares will be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such date.

9. Termination of Restrictions; Payment to Legal Representative. Except as otherwise directed by the Committee pursuant to the suspension or escrow provisions of Section 7.2(b), if and to the extent applicable, PNC will release and issue or reissue the outstanding whole Restricted Shares that have not been forfeited and have become Awarded Shares upon satisfaction of all of the conditions of the Agreement with respect to such shares following termination of the applicable Restricted Period for such shares, without the legend referred to in Section 3.

Upon release of shares that have satisfied all of the conditions of the Agreement with respect to such shares and have become Awarded Shares in accordance with this Section 9, PNC or its designee will deliver such whole shares to, or at the proper direction of, Grantee or Grantee's legal representative.

Any delivery of shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative shall extinguish all right to payment hereunder.

10. Payment of Taxes

10.1 Internal Revenue Code Section 83(b) Election In the event that Grantee makes an Internal Revenue Code Section 83(b) election with respect to the Restricted Shares, Grantee shall satisfy all then applicable federal, state or local withholding tax obligations arising from that election (a) by payment of cash or (b) if and to the extent then permitted by PNC and subject to such terms and conditions as PNC may from time to time establish, by physical delivery to PNC of certificates for whole shares of PNC common stock that are not subject to any contractual restriction, pledge or other encumbrance and that have been owned by Grantee for at least six (6) months and, in the case of restricted stock, for which it has been at least six (6) months since the restrictions lapsed, or by a combination of cash and such stock. Any such tax election shall be made pursuant to a form to be provided to Grantee by PNC on request. For purposes of this Section 10.1, shares of PNC common stock that are used to satisfy applicable withholding tax obligations will be valued at their Fair Market Value on the date the tax withholding obligation arises. Grantee will provide to PNC a copy of any Internal Revenue Code Section 83(b) election filed by Grantee with respect to the Restricted Shares not later than ten (10) days after the filing of such election.

10.2 Other Tax Liabilities. Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time the tax withholding obligation arises with respect to any Restricted Shares, retain sufficient whole shares of PNC common stock from Restricted Shares that have become Awarded Shares to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection with such shares. For purposes of this Section 10.2, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value on the date the tax withholding obligation arises.

PNC will *not* retain more than the number of shares sufficient to satisfy the minimum amount of taxes then required to be withheld in connection with the Restricted Shares. If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding either: (a) by payment of cash; or (b) if and to the extent then permitted by PNC and subject to such terms and conditions as PNC may from time to time establish, using whole shares of PNC common stock (either by physical delivery to PNC of certificates for the shares or through PNC's share attestation procedure) that are not subject to any contractual restriction, pledge or other encumbrance and that have been owned by Grantee for at least six (6) months and, in the case of restricted stock, for which it has been at least six (6) months since the restrictions lapsed. Any such tax election shall be made pursuant to a form provided by PNC. Shares of PNC common stock that are used for this purpose will be valued at their Fair Market Value on the date the tax withholding obligation arises. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection with the Restricted Shares, no additional withholding may be made.

11. Employment. Neither the Award and the issuance of the Restricted Shares nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

12. Subject to the Plan and the Committee. In all respects the Award and the Agreement are subject to the terms and conditions of the Plan, which has been made available to Grantee and is incorporated herein by reference; *provided, however*, the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. Further, the Award and the Agreement are subject to any interpretation of, and any rules and regulations issued by, the Committee or its delegate or under the authority of the Committee, whether made or issued before or after the Award Date.

13. Headings; Entire Agreement. Headings used in the Agreement are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement. The Agreement constitutes the entire agreement between Grantee and PNC and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties with respect to the subject matter hereof.

14. Grantee Covenants.

14.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 14 and 15 by virtue of receiving this Award (regardless of whether the Restricted Shares ultimately become Awarded Shares); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

14.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 14.2 while employed by the Corporation and for a period of one year after Grantee's Termination Date regardless of the reason for such termination of employment.

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

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

Notwithstanding the above, if Grantee's employment with the Corporation is terminated by the Corporation and such termination is an Anticipatory Termination, then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 14.2 will no longer apply and will be replaced with the following subsection (c):

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

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

14.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its

designee's interests in the Developments. The obligations of this Section 14.4 shall be performed by Grantee without further compensation and will continue beyond the Termination Date.

15. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

15.2 Equitable Remedies. A breach of the provisions of any of Sections 14.2, 14.3 or 14.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

15.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 14.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

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

15.5 Severability. The restrictions and obligations imposed by Sections 14.2, 14.3 and 14.4 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon Grantee.

15.6 Reform. In the event any of Sections 14.2, 14.3 and 14.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

15.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 14.2, 14.3 and 14.4.

15.8 Compliance with Internal Revenue Code Section 409A It is the intention of the parties that the Award and the Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Grantee agrees that PNC may, without the consent of Grantee, modify the Agreement and the Award to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such

payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

15.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent, if any, applicable to Grantee, the Award, and any right to receive Shares or other value pursuant to the Award and to retain such Shares or other value, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any “clawback” or similar policy of PNC in effect on the Award Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

16. Acceptance of Award; PNC Right to Cancel. If Grantee does not accept the Award by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms thereof in any way, within thirty (30) days of receipt by Grantee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the Award at any time prior to Grantee’s delivery to PNC of a copy of the Agreement executed by Grantee. Otherwise, upon execution and delivery of the Agreement by both PNC and Grantee, the Agreement is effective as of the Award Date and the Restricted Shares will be issued as soon thereafter as administratively practicable.

Grantee will not have any of the rights of a shareholder with respect to the Restricted Shares as set forth in Section 4, and will not have the right to vote or to receive dividends in connection with such shares, until the date the Agreement is effective and the Restricted Shares are issued in accordance with this Section 16.

In the event that one or more record dates for dividends on PNC common stock occur after the Award Date but before the Agreement is effective in accordance with this Section 16 and the Restricted Shares are issued, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equivalent to the amount of the dividends Grantee would have received had the Restricted Shares been issued on the Award Date. Any such amount will be payable in accordance with applicable regular payroll practice as in effect from time to time for similarly situated employees.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

ANNEX A
CERTAIN DEFINITIONS

* * *

A.1 “Agreement,” “Award,” and “Award Date.” “Agreement” means the Restricted Stock Award Agreement between PNC and Grantee evidencing the Award made to Grantee pursuant to the Plan. “Award” means the Award made to Grantee pursuant to the Plan and evidenced by the Agreement. “Award Date” means the Award Date set forth on page 1 of the Agreement and is the date as of which the Restricted Shares are authorized to be granted by the Committee or its delegate in accordance with the Plan.

A.2 “Anticipatory Termination.” If Grantee’s employment with the Corporation is terminated by the Corporation other than for Cause, death or Disability prior to the date on which a Change of Control occurs, and if it is reasonably demonstrated by Grantee that such termination of employment (i) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (ii) otherwise arose in connection with or anticipation of a Change of Control, such a termination of employment is an “Anticipatory Termination.”

For purposes of this definition, “Cause” shall mean:

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

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

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

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

A.3 “Awarded Shares.” Provided that the Restricted Shares are then outstanding and have not been forfeited, Restricted Shares become “Awarded Shares” when all of the following have occurred: (a) the Continued Employment Performance Goal or Goals applicable to such Restricted Shares have been achieved or are *deemed* to have been achieved pursuant to the terms of the Agreement; (b) the Restricted

Period or Periods applicable to such Restricted Shares have terminated; and (c) if the Committee has acted to suspend the vesting of the Restricted Shares pursuant to Section 7.2(b) of the Agreement, the terms of such suspension have been satisfied and the Restricted Shares have not been forfeited.

A.4 “Board” means the Board of Directors of PNC.

A.5 “Cause.” Except as otherwise provided in Section A.2, “Cause” means:

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

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

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

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

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

Except as otherwise provided in Section A.2, the cessation of employment of Grantee will be deemed to have been a termination of Grantee’s employment with the Corporation for Cause for purposes of the Agreement only if and when the CEO or his or her designee (or, if Grantee is the CEO, the Board) determines that Grantee is guilty of conduct described in clause (a), (b) or (c) above or that an event described in clause (d) or (e) above has occurred with respect to Grantee and, if so, determines that the termination of Grantee’s employment with the Corporation will be deemed to have been for Cause.

A.6 “CEO” means the chief executive officer of PNC.

A.7 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”); *provided, however*, that, for purposes of this Section A.7(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an “Affiliated Company”), (4) any acquisition pursuant to an Excluded Combination (as defined in Section A.7(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the

date hereof whose election, or nomination for election by PNC's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a "Business Combination"), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an "Excluded Combination"); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

A.8 "Committee" means the Personnel and Compensation Committee of the Board or such person or persons as may be designated or appointed by that committee as its delegate or designee.

A.9 "Competitive Activity" means any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any of its subsidiaries (a) engaged in business activities similar to some or all of the business activities of PNC or any subsidiary as of Grantee's Termination Date or (b) engaged in business activities which Grantee knows PNC or any subsidiary intends to enter within the first twelve (12) months after Grantee's Termination Date or, if later and if applicable, after the date specified in clause (ii) of Section A.14(a), in either case whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

A.10 "Consolidated Subsidiary" means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under generally accepted accounting principles and (2) satisfies the definition of "service recipient" under Section 409A of the Internal Revenue Code.

A.11 "Continued Employment Performance Goal" means: (a) with respect to shares in the First Tranche of Restricted Shares, the Three-Year Continued Employment Performance Goal; (b) with respect to shares in the Second Tranche of Restricted Shares, the Four-Year Continued Employment Performance Goal; and (c) with respect to shares in the Third Tranche of Restricted Shares, the Five-Year Continued Employment Performance Goal, as applicable.

A.12 "Corporation" means PNC and its Consolidated Subsidiaries.

A.13 "Designated Person" will be either: (a) the Committee or its delegate, if Grantee was a member of the Corporate Executive Group (or equivalent successor classification) or was subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities when he or she ceased to be an employee of the Corporation; or (b) the Chief Human Resources Officer of PNC, if Grantee is not within one of the groups specified in Section A.13(a).

A.14 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Grantee’s Termination Date and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Committee (if Grantee was an “executive officer” of PNC as defined in SEC Regulation S-K when he or she ceased to be an employee of the Corporation) or the CEO or his or her designee (if Grantee was not such an executive officer), whichever is applicable, determines that Grantee has engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to Grantee, and, if so, determines that Grantee will be deemed to have engaged in Detrimental Conduct.

A.15 “Disabled” or “Disability” means, except as may otherwise be required by Section 409A of the Internal Revenue Code, that Grantee either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. If Grantee has been determined to be eligible for Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

A.16 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means the average of the reported high and low trading prices on the New York Stock Exchange (or such successor reporting system as PNC may select) for a share of PNC common stock on such date, or, if no PNC common stock trades have been reported on such exchange for that day, the average of such prices on the next preceding day and the next following day for which there were reported trades.

A.17 “Five-Year Continued Employment Performance Goal” means, subject to early achievement if so determined by the Committee or its delegate or *deemed* achievement pursuant to Section 7.3, Section 7.4, Section 7.6, or Section 8 of the Agreement, if applicable, that Grantee has been continuously employed by the Corporation for the period from the Award Date through (and including) the day immediately preceding the first of the following to occur: (a) the fifth (5th) anniversary of the Award Date; (b) the date of Grantee’s death; and (c) the day a Change of Control is *deemed* to have occurred.

A.18 “Four-Year Continued Employment Performance Goal” means, subject to early achievement if so determined by the Committee or its delegate or *deemed* achievement pursuant to Section 7.3, Section 7.4, Section 7.6, or Section 8 of the Agreement, if applicable, that Grantee has been continuously employed by the Corporation for the period from the Award Date through (and including) the day immediately preceding the first of the following to occur: (a) the fourth (4th) anniversary of the Award Date; (b) the date of Grantee’s death; and (c) the day a Change of Control is *deemed* to have occurred.

A.19 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

A.20 “Grantee” means the person to whom the Restricted Stock Award is granted, and is identified as Grantee on page 1 of the Agreement.

A.21 “Internal Revenue Code” means the Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

A.22 “PNC” means The PNC Financial Services Group, Inc.

A.23 “Restricted Period.” The applicable Restricted Period for Restricted Shares means, subject to early termination if so determined by the Committee or its delegate or pursuant to Section 7.6 of the Agreement, if applicable, the period set forth in the applicable subsection below:

(a) For First Tranche Shares: with respect to shares in the First Tranche of Restricted Shares, the period from the Award Date through (and including) the earlier of: (i) the date of Grantee’s death; (ii) the day immediately preceding the day a Change of Control is *deemed* to have occurred; and (iii) the day immediately preceding the third (3rd) anniversary of the Award Date or, if later, the last day of any extension of the Restricted Period pursuant to Section 7.4(a) of the Agreement, if applicable;

(b) For Second Tranche Shares: with respect to shares in the Second Tranche of Restricted Shares, the period from the Award Date through (and including) the earlier of: (i) the date of Grantee’s death; (ii) the day immediately preceding the day a Change of Control is *deemed* to have occurred; and (iii) the day immediately preceding the fourth (4th) anniversary of the Award Date or, if later, the last day of any extension of the Restricted Period pursuant to Section 7.4(a) of the Agreement, if applicable; and

(c) For Third Tranche Shares: with respect to shares in the Third Tranche of Restricted Shares, the period from the Award Date through (and including) the earlier of: (i) the date of Grantee’s death; (ii) the day immediately preceding the day a Change of Control is *deemed* to have occurred; and (iii) the day immediately preceding the fifth (5th) anniversary of the Award Date or, if later, the last day of any extension of the Restricted Period pursuant to Section 7.4(a) of the Agreement, if applicable.

A.24 “SEC” means the United States Securities and Exchange Commission.

A.25 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

A.26 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under generally accepted accounting principles and Grantee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee’s employment with the Corporation terminates effective at the time this occurs.

A.27 “Three-Year Continued Employment Performance Goal” means, subject to early achievement if so determined by the Committee or its delegate or *todeemed* achievement pursuant to Section 7.3, Section 7.4, Section 7.6, or Section 8 of the Agreement, if applicable, that Grantee has been continuously employed by the Corporation for the period from the Award Date through (and including) the day immediately preceding the first of the following to occur: (a) the third (3rd) anniversary of the Award Date; (b) the date of Grantee’s death; and (c) the day a Change of Control is *deemed* to have occurred.

A.28 “Tranche(s)” or “First, Second or Third Tranche” have the meanings set forth in Section 2 of the Agreement.

A.29 “Unvested Shares” means any Restricted Shares that are outstanding but have not yet become Awarded Shares in accordance with the terms of the Agreement.

2011 Incentive Performance Units

Overall Standard Performance Period: January 1, 2011 - December 31, 2013 (3 Years)

Corporate Performance Criteria: Based on PNC performance and rankings relative to Peers with respect to Earnings per Share Growth and Return on Average Common Equity (not including goodwill) performance

Risk Metrics Performance Downward Adjustment Criteria based on PNC's Return on Economic Capital as compared to its Cost of Capital

100% Vests on Final Award

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

2011-2013 INCENTIVE PERFORMANCE UNITS AWARD AGREEMENT

* * *

GRANTEE: [name]
GRANT DATE: February 9, 2011
TARGET SHARE UNITS: [number] Share Units

1. Definitions.

Certain terms used in this 2011-2013 Incentive Performance Units Award Agreement ("Agreement") are defined in Section 15 or elsewhere in the Agreement, and such definitions will apply except where the context otherwise indicates.

In the Agreement, "PNC" means The PNC Financial Services Group, Inc., "Corporation" means PNC and its Consolidated Subsidiaries, and "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan.

2. 2011 Incentive Performance Units

Pursuant to the Plan and subject to the terms and conditions of the Agreement, PNC grants to the grantee named above ("Grantee") a Share-denominated incentive award opportunity of Performance Units (the "Performance Units" or the "2011 Incentive Performance Units") with the number of target Share Units set forth above ("Target Share Units"). Performance Units are subject to acceptance by Grantee in accordance with Section 18.

The 2011 Incentive Performance Units are subject to the corporate performance conditions, risk metrics performance downward adjustment conditions, employment conditions, and other terms and conditions of this Agreement and to the Plan, and to final award determination in accordance with Section 5 or Section 6, as applicable.

In general, the 2011 Incentive Performance Units are an opportunity for Grantee to receive, at the end of the applicable overall performance period, an award of Shares and, if applicable, cash Share-equivalents, provided that the conditions of the Agreement are met. The maximum potential payout amount that Grantee may receive as a final award determined by the Compensation Committee (defined

in Section 15.13) in accordance with Section 5 is based on the degree to which specified corporate performance criteria have been achieved by PNC, the applicable basic calculation schedule established by the Compensation Committee for use in generating the maximum corporate performance potential payout percentage for the 2011 Incentive Performance Units from such corporate performance results, any formulaically determined downward adjustment to the potential payout percentage calculated on the basis of corporate performance based on PNC's performance with respect to specified risk metrics for the 2011 Incentive Performance Units, any further downward adjustment to the calculated potential payout amount based on the Compensation Committee's negative discretion, and Grantee's level of satisfaction (or deemed satisfaction) of the service requirements set forth in Section 4, including any limitations on the maximum potential payout amount that may apply in the circumstances (*e.g.*, in the case of a qualifying retirement or death).

Further limitations or adjustments may apply if there is an early termination or limitation of the overall performance measurement period. Final awards are determined by the Compensation Committee in the absence of a Change of Control (as defined herein) and are subject to the Compensation Committee's negative discretion. The Agreement provides a formula for calculation of the Final Award in the event of a Change of Control of PNC and for the form and timing of payment of any such award.

Any Final Award (as defined in Section 15.23) authorized pursuant to the Agreement will be expressed as a number of awarded Share Units and paid in accordance with Section 7. Generally, an award will be paid in shares of PNC common stock ("Shares") up to the same number of Shares as the number set forth above as the number of Target Share Units (which is also the maximum number of Shares, subject to capital adjustments, if any, pursuant to Section 9, that may be paid with respect to the 2011 Incentive Performance Units hereunder). To the extent, if any, that the total Final Award amount exceeds the Target Share Units number set forth above, any remainder will generally be paid in cash in an amount equal to the number of remaining awarded Share Units multiplied by the per share price of PNC common stock on the award date (sometimes referred to in the Agreement as payment in "cash Share-equivalents").

The 2011 Incentive Performance Units must still be outstanding at the time a Final Award determination is made for Grantee to be eligible to receive an award, and any Final Award and payment thereof is subject to the terms and conditions set forth in this Agreement and to the Plan.

3. Corporate Performance Conditions; Risk Metrics Performance Downward Adjustment Conditions; Dividend-Adjusted Target Share Units.

3.1 Corporate Performance Conditions and Risk Metrics Performance Downward Adjustment Conditions. The 2011 Incentive Performance Units are subject to corporate performance conditions and risk metrics performance downward adjustment conditions as set forth in this Section 3.

Final Award determination by the Compensation Committee pursuant to Section 5 requires the calculation of the "Final Potential Payout Percentage" and the "Calculated Maximum Potential Payout Amount," as defined in Section 15.24 and Section 15.7, respectively. Final Award calculation pursuant to Section 6 of the Agreement, if applicable, requires the calculation of the Change of Control Payout Percentage and the calculated Final Award as set forth in that section of the Agreement.

Calculation of the Final Potential Payout Percentage first takes into account PNC's specified corporate performance to generate a corporate performance factor (the "Corporate Performance Factor" or "Corporate Factor"). The Corporate Performance Factor represents the maximum corporate performance potential payout percentage for a final award determined by the Compensation Committee pursuant to Section 5. Then PNC's measured performance with respect to specified risk metrics performance criteria is taken into account to determine whether there will be a downward adjustment for risk metrics performance and, if so, the size of the formulaically determined downward adjustment to the Corporate Factor applicable to arrive at a Final Potential Payout Percentage. Section 5 provides further detail on the calculation of the Final Potential Payout Percentage and the calculation of the Calculated Maximum Potential Payout Amount from the Final Potential Payout Percentage and the Adjusted Target

Share Units in varying circumstances to determine the maximum final award that Grantee may be eligible to receive upon award determination by the Compensation Committee in the circumstances. Section 6 provides details on the calculation of final awards upon the occurrence of a Change of Control.

Calculation of the Corporate Performance Factor takes into account PNC's performance and ranking relative to its Peers with respect to two corporate performance measures or metrics (the Corporate Performance Criteria), as measured annually and expressed as the Annual Corporate Performance Potential Payout Percentages for the applicable covered annual performance measurement periods (which may be full or partial year periods as required by the Agreement) in the applicable overall Performance Period. These annual percentages are averaged as provided in the applicable subsection of Section 5 to generate the Corporate Performance Factor, which is the final calculated corporate performance payout percentage.

Calculation of the Final Potential Payout Percentage also takes into account PNC's performance with respect to the specified risk metrics as measured annually for the applicable covered annual performance measurement periods, and whether such risk metrics performance meets the risk metrics performance criteria specified in the Agreement. The overall Corporate Performance Factor is subject to a formulaically determined risk metrics performance downward adjustment for those covered annual periods, if any, in which PNC's risk metrics performance does not meet the specified risk metrics performance criteria in arriving at the overall Final Potential Payout Percentage.

This Section 3 sets forth the corporate performance metrics (EPS growth and ROCE performance) and how they are measured, how risk metrics performance is measured and the risk metrics performance criteria (PNC's return on economic capital for a covered period as compared to its cost of capital for that period, and whether or not such return on economic capital at least equals cost of capital and thus satisfies the risk metrics performance criteria with respect to that period), the applicable covered annual performance measurement periods, the basic schedule established for the 2011 Incentive Performance Units by the Compensation Committee for calculating annual corporate performance potential payout percentages based on corporate performance, as well as the establishment of the Peer Group by the Compensation Committee, the manner in which PNC and its Peers will be ranked for the applicable covered performance periods based on each of the two corporate performance metrics (EPS growth and ROCE performance), and the establishment by the Compensation Committee of the risk metrics, risk metrics performance measurement, and risk metrics performance criteria, each unless and until amended prospectively by the Compensation Committee.

3.2 Corporate Performance Criteria; Risk Metrics Performance Downward Adjustment Criteria; and Performance Period The corporate performance standards established by the Compensation Committee as the Corporate Performance Criteria for the 2011 Incentive Performance Units are PNC's performance and ranking relative to its Peers with respect to two performance metrics — EPS growth and ROCE performance — measured as set forth in Section 3.3 below. This performance is measured annually for each applicable covered annual performance period, which may consist of a full calendar year or a shorter partial-year period as required by the Agreement, in the overall Performance Period.

The performance standards established by the Compensation Committee as the Risk Metrics Performance downward adjustment criteria for the 2011 Incentive Performance Units are whether PNC's return on economic capital at least equals its cost of capital for the applicable covered annual performance period. This performance is measured as set forth in Section 3.5 below for each applicable covered annual performance measurement period in the overall Performance Period.

The overall Performance Period for the 2011 Incentive Performance Units is the period commencing January 1, 2011 through and including the applicable performance measurement date specified in Section 5.1 or Section 6.1 of the Agreement as applicable. Generally the overall Performance Period will cover a three year period, but it may be terminated early or limited in specified circumstances.

In the standard non-exceptional circumstances as specified in Section 5.1(a), the applicable performance measurement date will be December 31, 2013 and the overall Performance Period will be the three year period commencing January 1, 2011 through and including December 31, 2013, consisting of the following three covered annual performance measurement periods: (1) the full year period commencing January 1, 2011 through and including December 31, 2011; (2) the full year period commencing January 1, 2012 through and including December 31, 2012; and (3) the full year period commencing January 1, 2013 through and including December 31, 2013.

If the overall Performance Period is terminated early or limited pursuant to the terms of the Agreement, the applicable overall Performance Period will be the period commencing January 1, 2011 through and including the performance measurement date as specified in the Agreement as applicable in such circumstances. The final covered annual performance measurement period in such overall Performance Period will be the one ending on the performance measurement date specified in the Agreement as applicable in such circumstances, and may consist of a full calendar year or a shorter partial-year period as required by the Agreement. Thus the number of applicable covered annual performance measurement periods will be one, two or three, as the case may be.

3.3 Peer Group; Rankings; and Corporate Performance Metrics.

(a) Peer Group. The Peer Group, as defined in Section 15.29, is determined by the Compensation Committee and may be reset by the Compensation Committee annually but no later than the 90th day of that year. Corporate performance measurements for a given covered performance period will be made with respect to the Peers in the Peer Group as they exist on the last day of that covered period taking into account Peer name changes and the elimination from the Peer Group of any members that have been eliminated since the beginning of the year due, for example, to consolidations, mergers or other material corporate reorganizations.

Unless and until reset prospectively by the Compensation Committee, the Peer Group will consist of the following members: PNC; BB&T Corporation; Bank of America Corporation; Capital One Financial, Inc.; Comerica Inc.; Fifth Third Bancorp; JPMorgan Chase; KeyCorp; M&T Bank; Regions Financial Corporation; SunTrust Banks, Inc.; U.S. Bancorp; and Wells Fargo & Co.

(b) Rankings. The performance of PNC and each of the other Peers, as such Peer Group exists as of the last day of a given covered period, is measured for the given covered performance period with respect to each of the two corporate performance metrics — EPS growth and ROCE performance — as set forth in Section 3.3(c) below. This performance is measured annually for each applicable covered annual performance period (which may consist of a full calendar year or a shorter partial-year period as required by the Agreement) in the applicable overall Performance Period.

After measuring EPS growth and ROCE performance for PNC and its Peers for the covered performance period with respect to a given year, PNC and its Peers will be ranked for that covered period based on their respective EPS growth performances and on their respective ROCE performances, in each case as adjusted as set forth in the following paragraph.

Rankings Adjustments. When ranking PNC's and the other Peers' EPS growth and ROCE performance for a given covered performance period, a Peer that had positive adjusted earnings (as set forth in Section 3.3(c) below) for that covered year or partial year period will be ranked above any Peer that had a loss (*i.e.*, negative adjusted earnings) for that covered year or partial year period or, for purposes of the EPS growth metric, that had a loss either for that covered period or for the comparable period of the comparison year.

(c) Corporate Performance Metrics. The Compensation Committee has determined that the metrics for measuring corporate performance for each applicable covered annual performance measurement period in the overall Performance Period, whether the given covered period consists of a full calendar year or a shorter partial-year period as required by the Agreement, will be EPS growth and

ROCE performance measured as set forth herein unless and until amended prospectively by the Compensation Committee.

“EPS growth” with respect to a given year means the growth or decline, as the case may be, in EPS achieved by PNC or other Peer for the given covered period of that year as compared to EPS for the comparable period of the prior calendar year, expressed as a percentage (with a positive percentage for growth over the comparable prior year period EPS and a negative percentage for decline from the comparable prior year period EPS, as the case may be) rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%. “EPS” for this purpose means the publicly-reported diluted earnings per share of PNC or other Peer for the given covered period or period of comparison, as the case may be, in each case as adjusted, on an after-tax basis, as described below, rounded to the nearest cent with \$0.005 being rounded upward to \$0.01.

“ROCE performance” with respect to a given year means the ROCE achieved by PNC or other Peer for the given covered period of that year and may be a positive or negative return, as the case may be. “ROCE” for this purpose means the publicly-reported return on average common shareholders’ equity of PNC or other Peer for the given covered period of the year, as adjusted, on an after-tax basis, as described below, expressed as a percentage rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%.

EPS and ROCE Adjustments. For purposes of measuring EPS growth and ROCE performance for PNC and the other Peers for the 2011 Incentive Performance Units calculations, publicly-reported performance results will be adjusted, on an after-tax basis, for the impact of any of the following where such impact occurs during the covered period of a given year in the applicable overall Performance Period or, where applicable for purposes of the EPS growth metric, during the prior year comparison period for a given year:

- extraordinary items (as such term is used under GAAP);
- items resulting from a change in tax law;
- discontinued operations (such as, in PNC’s case, adjusting 2010 comparison period results for PNC Global Investment Servicing, including the 2010 gain on sale, for purposes of the 2011 covered period EPS growth comparison);
- acquisition costs and merger integration costs;
- any costs or expense arising from specified Visa litigation (including Visa-litigation-related expenses/charges recorded for obligations to Visa with respect to the costs of specified litigation or the gains/reversal of expense recognized in connection with such obligations) and any other gains recognized on the redemption or sale of Visa shares as applicable;
- acceleration of the accretion of any remaining issuance discount in connection with the redemption of TARP preferred stock;
- and, in PNC’s case, the net impact on PNC of significant gains or losses related to BlackRock transactions (similar to the adjustment provided for in the 2010 Incentive Performance Units that included adjusting 2009 comparison period results to exclude the 4th quarter 2009 gain related to BlackRock’s acquisition of Barclays Global Investors, for purposes of the 2010 covered performance period EPS growth comparison).

In the case of the EPS growth metric, there will be an additional adjustment for the impact of any stock splits (whether in the form of a stock split or a stock dividend). In the case of the ROCE performance metric, there will be an additional adjustment for the impact of any goodwill.

All of these adjustments will be made, with respect to both PNC and the other Peers, on the basis of, and only where such amounts can be reasonably determined from, publicly-disclosed financial information. After-tax adjustments for PNC and the other Peers will be calculated using the same methodology for making such adjustments on an after-tax basis.

The Compensation Committee may also take into account other adjustments applied on a consistent basis to the EPS or ROCE of each member of the Peer Group but only if the effect of such

adjustment or adjustments would be to reduce the calculated potential award payout amounts in making its final award payout determinations.

3.4 Annual Corporate Performance Potential Payout Calculation Schedule; Calculation of Applicable Annual Corporate Performance Potential Payout Percentages The Compensation Committee also establishes the applicable Annual Corporate Performance Potential Payout Calculation Schedule (as defined in Section 15.2) for the 2011 Incentive Performance Units. Unless and until amended prospectively by the Compensation Committee, the Schedule established by the Compensation Committee at the time it authorized the 2011 Incentive Performance Units that accompanies the Agreement shall be applied in order to generate the Annual Corporate Performance Potential Payout Percentage (as defined in Section 15.3) for each of the applicable covered annual performance measurement periods in the applicable overall Performance Period from the corporate performance results for each such covered period.

For each applicable covered annual performance period (which may consist of a full calendar year or a shorter partial-year period as required by the Agreement), PNC will measure EPS growth and ROCE performance for the covered period with respect to that year for PNC and for each other member of the applicable Peer Group as of the end of the covered period and will calculate the relative rankings of PNC and the other Peers with respect to each corporate performance metric for the covered period with respect to that given year, all as set forth in Section 3.3.

Once PNC and other Peer EPS growth and ROCE performance and rankings have been measured and calculated for a given covered annual performance measurement period in accordance with Section 3.3, the applicable Schedule (as defined in Section 15.2) will be applied (1) to generate a payout percentage for each corporate metric for that given year based on such relative covered period performance, and then (2) to generate the final Annual Corporate Performance Potential Payout Percentage for that given year giving equal weight to each corporate performance metric. Such results will be presented to the Compensation Committee.

The Annual Corporate Performance Potential Payout Percentages for the applicable covered annual performance periods in the applicable overall Performance Period are taken into account in the calculation of the final Corporate Performance Factor as part of the Final Award determination process by the Compensation Committee as set forth in Section 5 or may be a part of the Final Award calculation pursuant to Section 6 of the Agreement, as applicable.

3.5 Risk Metrics Performance Criteria; Conditions for Risk Metrics Performance Downward Adjustment to Corporate Performance Factor

(a) **Risk Metrics Performance Criteria.** The Compensation Committee has determined that there will be a formulaically determined downward adjustment to the overall Corporate Performance Factor if specified risk metrics performance criteria are not met as set forth in the Agreement.

For each applicable covered annual performance measurement period in the applicable overall Performance Period, whether the given covered period consists of a full calendar year or a shorter partial-year period as required by the Agreement, PNC will measure, as its "Risk Metrics Performance" with respect to that given covered annual period, PNC's return on economic capital for the covered period as compared to PNC's cost of capital with respect to that same covered period, all as set forth herein unless and until amended prospectively by the Compensation Committee.

"Risk Metrics Performance Criteria." If PNC's ROEC (as defined below) for a covered annual performance measurement period in the applicable overall Performance Period equals or exceeds its Cost of Capital (as defined below) with respect to that same covered period, this Risk Metrics Performance meets the Risk Metrics Performance Criteria for that covered period.

If PNC's ROEC for a covered annual performance measurement period in the applicable overall Performance Period is less than its Cost of Capital with respect to that same covered period, the Risk Metrics Performance Criteria for that covered period has not been met, and the overall Risk Metrics

Performance Downward Adjustment to the Corporate Performance Factor, where applicable, will include an adjustment amount with respect to that covered period.

Return on economic capital ("ROEC"). For purposes of the measurement of Risk Metrics Performance, PNC's ROEC is calculated as earnings for the applicable covered performance measurement period, divided by average economic capital for the same period, then annualized.

Earnings will mean PNC's publicly-reported earnings for the applicable covered period adjusted, on an after-tax basis, for the impact of the same items as for purposes of measuring PNC's EPS growth performance as described under Corporate Performance Metrics in Section 3.3(c) above.

Economic capital will mean total economic capital for PNC on a consolidated basis as that term is used by PNC for its internal measurement purposes. Average economic capital for the applicable covered period will mean the average of the economic capital values at the following points: beginning of period, end of period, and at each intermediate quarter-end in the period. For example, for a full calendar year 2011 covered period, this would be the average of the economic capital values at the following dates: December 31, 2010 (for the beginning of period value), December 31, 2011 (for the end of period value), and March 31, 2011, June 30, 2011 and September 30, 2011 (for the intermediate points).

Cost of capital ("Cost of Capital"). Cost of capital, for purposes of the measurement of Risk Metrics Performance, will be established as of the beginning of each year for that covered annual performance measurement period of the overall Performance Period and approved by the Compensation Committee no later than March 30th of that year. The Cost of Capital number approved by the Compensation Committee for 2011 is 10.0%.

Generally, PNC's cost of capital for the given performance year will be calculated by (1) generating an initial cost of capital using PNC's internal Capital Asset Pricing Model with a three-year average of three-year Treasury rates for the risk free rate, a PNC three-year Beta (PNC's measure of volatility), and an equity risk premium of 6%, and then (2) adding to that initial percentage an expected return on goodwill. The Compensation Committee may modify the definition of cost of capital and how it is calculated prospectively.

ROEC and Cost of Capital will be calculated to one place to the right of the decimal, rounded to the nearest tenth with 0.05 being rounded upward to 0.1, for assessing PNC's Risk Metrics Performance.

(b) Determination of Risk Metrics Performance Downward Adjustment to Corporate Performance Factor PNC will measure its Risk Metrics Performance as set forth in Section 3.5(a) above for each applicable covered annual performance measurement period in the applicable overall Performance Period and will determine whether or not such Risk Metrics Performance meets the Risk Metrics Performance Criteria for each such covered period. Such results will be presented to the Compensation Committee.

If PNC's Risk Metrics Performance meets the Risk Metrics Performance Criteria set forth in Section 3.5(a) in all of the applicable covered annual periods in the applicable overall Performance Period (generally, in all 3 years of the overall Performance Period unless the overall Performance Period is terminated early or limited pursuant to the terms of the Agreement), no Risk Metrics Performance Downward Adjustment (as defined in Section 15.24) will be made to the overall Corporate Performance Factor.

If PNC's Risk Metrics Performance does not meet the Risk Metrics Performance Criteria set forth in Section 3.5(a) for one or more given covered annual periods in the applicable overall Performance Period, the Risk Metrics Performance Downward Adjustment will include an adjustment amount or amounts, as the case may be, with respect to such covered period or periods, calculated as set forth in Section 15.24.

As set forth in Section 15.24, where a Final Award determination is made by the Compensation Committee pursuant to Section 5, the Final Potential Payout Percentage that is taken into account in the calculation of the maximum potential payout amount that Grantee may be eligible to receive upon award determination by the Compensation Committee will take into account a Risk Metrics Performance Downward Adjustment to the Corporate Performance Factor where applicable. When a Final Award is calculated pursuant to Section 6, a downward adjustment for Risk Metrics Performance would be part of the Final Award calculation if and when provided for under that Section 6.

3.6 Adjusted Target Share Units. Generally, the maximum size of any Final Award that Grantee may receive pursuant to the Agreement will be expressed as a specified number of Share Units and will be a percentage of the dividend-adjusted Target Share Units. The applicable percentage is calculated in accordance with Section 5 or Section 6, as the case may be, and takes into account the degree to which corporate performance criteria have been achieved and any applicable downward adjustment for risk metrics performance, or the formula for calculating a Change of Control payout percentage, as the case may be, and the degree to which service requirements have been met. In most cases, there are further limitations set forth in those Sections on the maximum size of an award that may be made to a former employee, if any. Dividend-adjusted Target Share Units reflect adjustments for phantom dividends on target share units converted to additional target share units. The calculation of dividend-adjusted target share units is described below.

As used in the Agreement, “Adjusted Target Share Units” means the number of Share Units equal to the Target Share Units (i.e., the number of Share Units specified on page 1 of the Agreement as the Target Share Units, subject to capital adjustments pursuant to Section 9 if any) as adjusted for the addition of all Dividend Adjustment Share Units accrued through the date specified by the applicable Section of the Agreement. Generally, dividend adjustments are calculated through December 31, 2013 unless an earlier date is specified in Section 5.1 or Section 6.1 of the Agreement as applicable (e.g., in the case of a qualifying Retirement or a Change of Control prior to December 31, 2013).

“Dividend Adjustment Share Units” are calculated as follows. For each PNC common stock cash dividend payment date that occurs during the period beginning on January 1, 2011 through and including December 31, 2013 (or, if earlier and if so required by the Agreement, through the date so specified by the Agreement), there will be added as of that dividend payment date to the number of Adjusted Target Share Units a number of Share Units (including fractional Share Units computed to six decimal places) equal to (i) the amount of the cash dividends that would have been paid on that dividend payment date on the target number of share units, as adjusted for all previous additions to such target number pursuant to this paragraph up to that date, had each such Share Unit been an issued and outstanding share of PNC common stock on the record date for such dividend, divided by (ii) the Fair Market Value of a share of PNC common stock on that dividend payment date. The addition of Dividend Adjustment Share Units is subject to any applicable Plan limits. Cumulatively, these additional Share Units are referred to as the “Dividend Adjustment Share Units,” and the Target Share Units as adjusted for the addition of all accrued Dividend Adjustment Share Units are referred to as the “Adjusted Target Share Units.”

4. Grantee Service Requirements and Limitation of Potential Award; Early Termination of 2011 Incentive Performance Units

4.1 Eligibility for an Award; Employment Conditions and Early Termination of 2011 Incentive Performance Units The 2011 Incentive Performance Units are subject to the employment conditions set forth in this Section 4.

Grantee will not be eligible to receive a Final Award unless the 2011 Incentive Performance Units remain outstanding on the Compensation Committee-determined Award Date (as defined in Section 15.5) or as of the end of the day immediately preceding the day on which a Change of Control occurs, if earlier.

The 2011 Incentive Performance Units will automatically terminate on Grantee's Termination Date (as defined in Section 15.46) unless an exception is available as set forth in Section 4.2, Section 4.3, Section 4.4 or Section 4.5. Where one or more of the conditions to an exception are post-employment conditions, the Performance Units will terminate upon the failure of any of those conditions.

In the event that Grantee's employment is terminated by the Corporation for Cause (as defined in Section 15.8), the 2011 Incentive Performance Units will automatically terminate on Grantee's Termination Date whether or not the termination might otherwise have qualified for an exception as a Retirement or a Disability termination pursuant to Section 4.3 or Section 4.4.

In the limited circumstances where the 2011 Incentive Performance Units remain outstanding notwithstanding Grantee's termination of employment with the Corporation, Grantee will be eligible for consideration for an award, subject to limitation as set forth in the applicable section of the Agreement. Said award, if any, will be determined and payable at the same time as the awards of those 2011 Incentive Performance Units grantees who remain Corporation employees, except that in the case of death, the determination and payment of said award, if any, shall be accelerated if so indicated in accordance with the applicable provisions of Section 5 or Section 6, as applicable, and Section 7.

Any award that the Compensation Committee may determine to make after Grantee's death will be paid to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 10.

Notwithstanding anything in Section 4 or Section 5 to the contrary, if a Change of Control (as defined in Section 15.10) occurs prior to the time the Compensation Committee makes a Final Award determination pursuant to Section 5.2 (that is, prior to the Committee-determined Award Date), an award will be determined in accordance with Section 6.

4.2 Death While an Employee. If Grantee dies while an employee of the Corporation and prior to the Committee-determined Award Date, the 2011 Incentive Performance Units will remain outstanding and Grantee will be eligible for consideration for a prorated award calculated in accordance with Section 5.1(b), with an applicable performance measurement date (as defined in Section 5.1) of the earlier of the last day of the calendar year in which the death occurred and December 31, 2013, and with dividend adjustments to Adjusted Target Share Units calculated through that December 31st, and payable in accordance with Section 7.

Any such award will be subject to Compensation Committee determination pursuant to Section 5.2, and may be further reduced or eliminated by the Compensation Committee in the exercise of its negative discretion unless such determination occurs during a Change of Control Coverage Period (as defined in Section 15.11) or a Change of Control has occurred.

In the event that a Change of Control occurs after the time Grantee died but prior to the time the Compensation Committee makes an award determination with respect to Grantee (either to award a specified amount or not to authorize any award), an award will be deemed to be made pursuant to Section 6, calculated as specified in Section 6.1(b) and payable in accordance with Section 7.

4.3 Qualifying Retirement. If Grantee Retires (as defined in Section 15.38) prior to the Committee-determined Award Date and the termination of employment is not also a termination by the Corporation for Cause, the 2011 Incentive Performance Units will remain outstanding post-employment; provided, however, that PNC may terminate the Performance Units at any time prior to the Award Date, other than during a Change of Control Coverage Period or after the occurrence of a Change of Control, upon determination that Grantee has engaged in Detrimental Conduct (as defined in Section 15.18). If Grantee is Disabled (as defined in Section 15.19) at the time of Retirement and Section 4.4 is also applicable to Grantee, that subsection will govern rather than this Section 4.3.

Provided that the 2011 Incentive Performance Units have not been terminated prior to the award date for Detrimental Conduct and are still outstanding at that time, Grantee will be eligible for

Compensation Committee consideration of a prorated award at the time that awards are considered for those 2011 Incentive Performance Units grantees who remain Corporation employees, calculated in accordance with Section 5.1(c) with a performance measurement date of the last day of the last full quarter completed on or prior to Grantee's Retirement date, but in no event later than December 31, 2013, and with dividend adjustments to Adjusted Target Share Units calculated through that same performance measurement date, and payable in accordance with Section 7.

Any such award will be subject to Compensation Committee determination pursuant to Section 5.2, and may be further reduced or eliminated by the Compensation Committee in the exercise of its negative discretion unless such determination occurs during a Change of Control Coverage Period or a Change of Control has occurred.

If Grantee dies after a qualifying Retirement but before the time set forth above for consideration of an award and provided that the 2011 Incentive Performance Units have not been terminated for Detrimental Conduct and are still outstanding at the time of Grantee's death, the Compensation Committee may consider an award for Grantee and make an award determination with respect to Grantee (either to award a specified amount or not to authorize any award). Any such award determination will be made and such award, if any, will be calculated in accordance with Section 5.1(c) as described above but will be paid in accordance with Section 7 during the calendar year immediately following the year in which Grantee's death occurs, if the death occurs on or prior to December 31, 2013, or in 2014 if the death occurs in 2014 but prior to the Award Date.

In the event that a Change of Control occurs prior to the time the Compensation Committee makes an award determination with respect to Grantee (either to award a specified amount or not to authorize an award), an award will be deemed to be made pursuant to Section 6, calculated as specified in Section 6.1(c) and payable in accordance with Section 7.

4.4 Qualifying Disability Termination. If Grantee's employment with the Corporation is terminated by reason of Disability (as defined in Section 15.19) prior to the Committee-determined Award Date and the termination of employment is not also a termination by the Corporation for Cause, the 2011 Incentive Performance Units will remain outstanding post-employment; provided, however, that PNC may terminate the Performance Units at any time prior to the Award Date, other than during a Change of Control Coverage Period or after the occurrence of a Change of Control, upon determination that Grantee has engaged in Detrimental Conduct (as defined in Section 15.18).

Provided that the 2011 Incentive Performance Units are still outstanding at that time, Grantee will be eligible for Compensation Committee consideration of a full award at the time that awards are considered for those 2011 Incentive Performance Units grantees who remain Corporation employees, calculated in accordance with Section 5.1(d) and payable in accordance with Section 7.

Any such award will be subject to Compensation Committee determination pursuant to Section 5.2, and may be further reduced or eliminated by the Compensation Committee in the exercise of its negative discretion unless such determination occurs during a Change of Control Coverage Period or a Change of Control has occurred. Although Grantee will be eligible for consideration for a full award (Standard Payout Calculation) at the scheduled time, it is anticipated that the Compensation Committee will take into account the timing and circumstances of the Disability when deciding whether and the extent to which to exercise its negative discretion.

If Grantee dies after a qualifying Disability termination but before the time set forth above for consideration of an award and provided that the 2011 Performance Units have not been terminated for Detrimental Conduct and are still outstanding at the time of Grantee's death, the Compensation Committee may consider an award for Grantee and make an award determination with respect to Grantee (either to award a specified amount or not to authorize any award). Any such award determination will be made and such award, if any, will be paid in accordance with Section 7 during the calendar year immediately following the year in which Grantee's death occurs, if the death occurs on or prior to December 31, 2013, or in 2014 if the death occurs in 2014 but prior to the Award Date; provided.

however, that the maximum award that may be approved in these circumstances is the award that could have been authorized had Grantee died while an employee of the Corporation.

In the event that a Change of Control occurs prior to the time the Compensation Committee makes an award determination with respect to Grantee (either to award a specified amount or not to authorize an award), an award will be deemed to be made pursuant to Section 6, calculated as specified in Section 6.1(d) and payable in accordance with Section 7.

4.5 Qualifying Termination in Anticipation of a Change of Control. If Grantee's employment with the Corporation is terminated by the Corporation prior to the Award Date and such termination is an Anticipatory Termination as defined in Section 15.4, then (i) the 2011 Incentive Performance Units will remain outstanding notwithstanding Grantee's termination of employment with the Corporation, (ii) the Performance Units will not be subject to termination for Detrimental Conduct, and (iii) Grantee will be eligible for consideration for an award pursuant to Section 5.2, calculated in accordance with Section 5.1(e), or will receive an award pursuant to Section 6, calculated as specified in Section 6.1(e), as applicable. Any such award will be payable in accordance with Section 7.

If Grantee dies while eligible to receive an award pursuant to this Section 4.5 but prior to the time the Compensation Committee makes an award determination pursuant to Section 5.2 or a Change of Control occurs, Grantee will be eligible for Compensation Committee consideration of an award of up to the greater of the award Grantee could have received had he or she died while an employee of the Corporation or an award determined as set forth in Section 5.1(e). If Grantee dies while eligible to receive an award pursuant to this Section 4.5 but a Change of Control occurs prior to the time the Compensation Committee makes an award determination pursuant to Section 5.2, Grantee will be deemed to receive an award in accordance with Section 6.1(e).

5. Certification of Performance Results; Calculation of Maximum Potential Payout Amount; and Final Award Determination

5.1 Certification of Level of Achievement of Corporate Performance and Risk Metrics Performance with respect to the Specified Criteria; Calculation of Final Potential Payout Percentage and Calculated Maximum Potential Payout Amount. As soon as practicable after December 31, 2013, or after the earlier relevant date if the applicable performance measurement date and potential award date are earlier under the circumstances, PNC will present information to the Compensation Committee concerning the following:

- (1) the levels of EPS growth and ROCE performance achieved by PNC and the other members of the applicable Peer Group and the relative rankings of PNC and the other Peers with respect to such corporate performance metrics for each of the applicable covered annual performance periods for which performance is being measured under the circumstances;
- (2) the Annual Corporate Performance Potential Payout Percentages for such covered performance periods generated in accordance with the Schedule on the basis of such corporate performance, giving equal weight to each of the two corporate performance metrics;
- (3) the Corporate Performance Factor calculated as set forth in Section 15.24 on the basis of such Annual Corporate Performance Potential Payout Percentages;
- (4) PNC's Risk Metrics Performance for each of the applicable covered annual performance periods for which performance is being measured under the circumstances;
- (5) the Risk Metrics Performance Downward Adjustment, if any, generated on the basis of such risk metrics performance as calculated as set forth in Section 3.5(b) and Section 15.24;
- (6) the Final Potential Payout Percentage applicable under the circumstances, calculated as set forth in Section 15.24;

(7) such additional criteria for the certifications and calculations to be made pursuant to this Section 5.1 as may be required by subsection (a), (b), (c), (d) or (e) below, as applicable under the circumstances (including the last day of the applicable performance measurement period and such limitations and prorations as may be applicable) in order to calculate the applicable Maximum Calculated Potential Payout Amount; and

(8) such additional criteria and information as the Compensation Committee may request.

The last day of the applicable performance measurement period is sometimes referred to as the “performance measurement date.” The time when the certification, calculation and Final Award determination process will take place is sometimes referred to as the “scheduled award-determination period,” and the date when a Final Award, if any, is determined and made by the Compensation Committee is sometimes referred to as the “Committee-determined Award Date” (as set forth in Section 15.5).

Notwithstanding anything in this Section 5 to the contrary, if a Change of Control has occurred, Section 6 will apply.

(a) Non-Exceptional Circumstances – Standard Payout Calculation. Provided that Grantee remains an employee of the Corporation and the 2011 Incentive Performance Units remain outstanding such that Grantee remains eligible for consideration for an award, and that a Change of Control has not occurred, the overall Performance Period will run from January 1, 2011 through December 31, 2013 and the process of certification of the levels of achievement of corporate performance with respect to the Corporate Performance Criteria and Risk Metrics Performance with respect to the Risk Metrics Performance Criteria, the calculation of the final Corporate Performance Factor, Risk Metrics Performance Downward Adjustment, and Final Potential Payout Percentage, the calculation of the Calculated Maximum Potential Payout Amount, and the determination of the Final Award, if any, by the Compensation Committee will occur in early 2014.

Under the circumstances set forth in this subsection (a) above (“non-exceptional circumstances”), PNC will present information to the Compensation Committee for purposes of this Section 5.1 on the following basis:

(i) the applicable performance measurement date will be December 31, 2013;

(ii) the applicable overall Performance Period will be the period beginning on January 1, 2011 and ending on December 31, 2013, and will consist of the full calendar year covered annual performance periods from January 1, 2011 through December 31, 2011, from January 1, 2012 through December 31, 2012, and from January 1, 2013 through December 31, 2013;

(iii) the applicable Final Potential Payout Percentage will be the percentage that is the Corporate Performance Factor less (i.e., adjusted downward for) the Risk Metrics Performance Downward Adjustment, if any, all calculated as set forth in Section 15.24 using corporate performance and risk metrics performance for the three full calendar year covered annual performance measurement periods (2011, 2012 and 2013) in the overall Performance Period specified above, but in no event resulting in a Corporate Performance Factor greater than 200.00% or a Risk Metrics Performance Downward Adjustment of greater than 30 percentage points;

(iv) the applicable Calculated Maximum Potential Payout Amount will be the number of Share Units equal to the applicable Final Potential Payout Percentage of the Adjusted Target Share Units, with dividend adjustments to the Target Share Units calculated through December 31, 2013; and

(v) the scheduled award-determination period will occur in early 2014.

(b) Death While an Employee. In the event that Grantee dies while an employee of the Corporation and prior to the regularly scheduled award date for non-exceptional circumstances in early 2014 and the 2011 Incentive Performance Units remain outstanding pursuant to Section 4.2, PNC will present information to the Compensation Committee for purposes of this Section 5.1 on the following basis:

(i) the applicable performance measurement date will be the earlier of the last day of the calendar year in which the death occurred and December 31, 2013;

(ii) the applicable overall Performance Period will be the period beginning on January 1, 2011 and ending on the December 31st that is the applicable performance measurement date, and will consist of the one, two or three full calendar year covered annual performance periods (for 2011, or for 2011 and 2012, or for 2011, 2012 and 2013, as the case may be) in that period;

(iii) the applicable Final Potential Payout Percentage will be the percentage that is the Corporate Performance Factor less (i.e., adjusted downward for) the Risk Metrics Performance Downward Adjustment, if any, all calculated as set forth in Section 15.24 using corporate performance and risk metrics performance for the one, two or three full calendar year covered annual performance measurement periods, as the case may be, in the applicable overall Performance Period specified above, but in no event resulting in a Corporate Performance Factor greater than 200.00% or a Risk Metrics Performance Downward Adjustment of greater than 30 percentage points;

(iv) the applicable Calculated Maximum Potential Payout Amount will be the number of Share Units equal to (x) the applicable Final Potential Payout Percentage of the Adjusted Target Share Units, with dividend adjustments to the Target Share Units calculated through the December 31st that is the applicable performance measurement date, then (y) prorated (as defined in Section 15.36) based on the number of full quarters in the applicable overall Performance Period specified above, including through December 31st of the year of death if prior to 2014; and

(v) the scheduled award-determination period will occur during the year immediately following the year in which Grantee died (i.e., early in 2012, 2013, or 2014, as the case may be) unless Grantee dies after December 31, 2013 but prior to the award date, in which case the scheduled award-determination period will occur in 2014.

(c) Qualifying Retirement. In the event that Grantee Retires prior to the regularly scheduled award date for non-exceptional circumstances in early 2014 but Grantee has met the conditions for a qualifying Retirement termination set forth in Section 4.3 and the 2011 Incentive Performance Units have not been terminated by PNC prior to the award date pursuant to Section 4.3 for Detrimental Conduct and remain outstanding, PNC will present information to the Compensation Committee for purposes of this Section 5.1 on the following basis:

(i) the applicable performance measurement date will be the last day of the last full quarter completed prior to Grantee's Retirement date or, if the Retirement date is a quarter-end date, that quarter-end date, but in no event later than December 31, 2013;

(ii) the applicable overall Performance Period will be the period beginning on January 1, 2011 and ending on the quarter-end date that is the applicable performance measurement date, and will consist of one, two or three covered periods, as the case may be, consisting of the full covered year or years, if any, and any partial covered year, as applicable, in that period;

(iii) the applicable Final Potential Payout Percentage will be the percentage that is the Corporate Performance Factor less (i.e., adjusted downward for) the Risk Metrics Performance Downward Adjustment, if any, all calculated as set forth in Section 15.24 using corporate performance and risk metrics performance for the one, two or three covered periods, as the case may be, in the applicable overall Performance Period specified above;

(iv) the applicable Calculated Maximum Potential Payout Amount will be the number of Share Units equal to (x) the applicable Final Potential Payout Percentage of the Adjusted Target Share Units, with dividend adjustments to the Target Share Units calculated through the quarter-end date that is the applicable performance measurement date, then (y) prorated (as defined in Section 15.36) based on the number of full quarters in the applicable overall Performance Period (*i.e.*, in the period from January 1, 2011 through the quarter-end date that is the applicable performance measurement date specified above); and

(v) the scheduled award-determination period will occur in early 2014 as provided in Section 7.1, unless Grantee dies after Retirement but before the beginning of 2013, in which case the scheduled award-determination period will occur in early 2013 (if the death occurred in 2012) or early 2012 (if the death occurred in 2011), as the case may be.

In the event that Grantee is Disabled at the time of Retirement and Section 4.4 is also applicable to Grantee, then Section 5.1(d) will govern rather than this Section 5.1(c).

(d) Qualifying Disability. Except as set forth in the following paragraph, in the event that Grantee becomes Disabled prior to the regularly scheduled award date for non-exceptional circumstances in early 2014 but Grantee has met the conditions for a qualifying Disability termination set forth in Section 4.4 and the 2011 Incentive Performance Units have not been terminated by PNC prior to the award date pursuant to Section 4.4 for Detrimental Conduct and remain outstanding, PNC will present information to the Compensation Committee for purposes of this Section 5.1 for consideration of an award on the same basis as that set forth in Section 5.1(a) for a continuing employee of the Corporation, together with such information as the Compensation Committee may request concerning the timing and circumstances of the Disability. The scheduled award-determination period will occur in early 2014 as provided in Section 7.1.

If Grantee dies after a qualifying Disability termination but prior to the regularly scheduled award date and the 2011 Incentive Performance Units are still outstanding at the time of Grantee's death, Grantee will be eligible for Compensation Committee consideration of an award at the time and up to the maximum amount of the award Grantee could have received had he or she died while an employee of the Corporation.

(e) Qualifying Termination in Anticipation of a Change of Control. In the event that Grantee's employment with the Corporation is terminated by the Corporation prior to the regularly scheduled award date for non-exceptional circumstances in early 2014 but Grantee has met the conditions for a qualifying termination in anticipation of a Change of Control set forth in Section 4.5 and the 2011 Incentive Performance Units remain outstanding, but a Change of Control has not yet occurred, then:

- (1) If a Change of Control transaction is pending at the regularly scheduled award date, the 2011 Incentive Performance Units will remain outstanding and Grantee will be eligible to receive an award pursuant to Section 5.2 on the same basis as that set forth in Section 5.1(c) for a qualifying Retiree and the Compensation Committee will have no discretion to further reduce the size of such award; and
- (2) If there is no Change of Control transaction pending at the regularly scheduled award date, the 2011 Incentive Performance Units will remain outstanding and the Compensation Committee will have discretion to authorize an award, pursuant to Section 5.2, to Grantee up to a maximum permitted award calculated on the same basis as that set forth in Section 5.1(c) for a qualifying Retiree, but the Compensation Committee will also have discretion to further reduce the award as set forth in Section 5.2(b).

If Grantee dies after an Anticipatory Termination but prior to the time the Compensation Committee makes an award determination pursuant to Section 5.2 or a Change of Control occurs, Grantee will be eligible for Compensation Committee consideration of an award of up to the greater of

the award Grantee could have received had he or she died while an employee of the Corporation and an award determined as set forth above in this Section 5.1(e).

If Grantee dies after an Anticipatory Termination but a Change of Control occurs prior to the time the Compensation Committee makes an award determination pursuant to Section 5.2, Grantee will be deemed to receive an award in accordance with Section 6.1(e).

5.2 Final Award Determination by Compensation Committee.

(a) The Compensation Committee will have the authority to award to Grantee ("award") as a Final Award such amount, denominated as a specified number of Share Units, as may be determined by the Compensation Committee, subject to the limitations set forth in the following paragraph, provided, that, the 2011 Incentive Performance Units are still outstanding, that Grantee is either still an employee of the Corporation or qualifies for an exception to the employment condition pursuant to Section 4.2, 4.3, 4.4 or 4.5, and that the Final Potential Payout Percentage is greater than zero.

The Final Award will not exceed the applicable Calculated Maximum Potential Payout Amount, as determined in accordance with the applicable subsection of Section 5.1, and is subject to the exercise of negative discretion by the Compensation Committee to further reduce this calculated payout amount pursuant to Section 5.2(b), if applicable.

The Compensation Committee will not have authority to exercise negative discretion to further reduce the payout amount below the full applicable Calculated Maximum Potential Payout Amount if a Change of Control Coverage Period has commenced and has not yet ended or if a Change of Control has occurred. If there has been a Change of Control, the Compensation Committee's authority is subject to Section 6.

The date on which the Compensation Committee makes its determination as to whether or not it will authorize an award and, if so, the size of a Final Award, if any, it authorizes within the Calculated Maximum Potential Payout Amount determined pursuant to the Agreement is sometimes referred to in the Agreement as the "Committee-determined Award Date" (as set forth in Section 15.5).

Payment of the Final Award, if any, will be made in accordance with Section 7. If Grantee dies after a Final Award is determined but before payment is made, payment of the Final Award will be made to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 10.

(b) Except during a Change of Control Coverage Period or after the occurrence of a Change of Control, the Compensation Committee may exercise negative discretion with respect to the 2011 Incentive Performance Units and may determine, in light of such Corporation or individual performance or other factors as the Compensation Committee may deem appropriate, that notwithstanding the levels of EPS growth and/or ROCE performance and rankings achieved by PNC relative to the performance of the other members of the Peer Group and notwithstanding the extent to which PNC's Risk Metrics Performance has satisfied the Risk Metrics Performance Criteria, the Compensation Committee will not award Grantee the full applicable Calculated Maximum Potential Payout Amount that the Compensation Committee is authorized to award pursuant to Section 5.2(a), or any of such amount.

If the Compensation Committee so determines to exercise its negative discretion pursuant to this Section 5.2(b), the Final Award, if any, will be further reduced accordingly; provided, however, that the Compensation Committee will not have authority to exercise negative discretion if a Change of Control Coverage Period has commenced and has not yet ended or if a Change of Control has occurred.

(c) If a Change of Control occurs prior to the time the Compensation Committee makes an award determination pursuant to Section 5.2, the Final Award will be determined in accordance with Section 6 rather than being determined by the Compensation Committee pursuant to Section 5.2, and the

Compensation Committee will not have negative discretion to reduce the payout amount calculated pursuant to Section 6.

6. Change of Control Prior to a Committee-Determined Award Date

6.1 Final Award Calculation.

Notwithstanding anything in the Agreement to the contrary, upon the occurrence of a Change of Control at any time prior to a Committee-determined Award Date pursuant to Section 5.2, (i) the overall Performance Period, if not already ended, will be limited and will end on the last day of the last full quarter completed prior to the day the Change of Control occurs, or, if the Change of Control occurs on a quarter-end date, on the day the Change of Control occurs, but in no event later than December 31, 2013, (ii) if Dividend Adjustment Share Units were otherwise still accruing at the time, no further Dividend Adjustment Share Units will accrue and be added to the number of Adjusted Target Share Units after the last day of the overall Performance Period as so limited, and (iii) Grantee will be deemed to have been awarded a Final Award in an amount determined as set forth in this Section 6, payable to Grantee or Grantee's legal representative at the time and in the manner set forth in Section 7, provided that the 2011 Incentive Performance Units are still outstanding as of the end of the day immediately preceding the day on which the Change of Control occurs and have not already terminated or been terminated in accordance with the service or conduct provisions of Section 4.

If this Section 6 is applicable and a Final Award is deemed to be awarded pursuant to Section 6, the day the Change of Control occurs will be considered the Award Date for purposes of the Agreement. This date is sometimes referred to in the Agreement as the "Change-of-Control-determined Award Date" (as set forth in Section 15.5).

(a) Standard Change of Control Payout Calculation. Provided that Grantee is an employee of the Corporation and the 2011 Incentive Performance Units are still outstanding as of the end of the day immediately preceding the day on which the Change of Control occurs such that Grantee remains eligible for an award, Grantee's Final Award will be determined as follows:

(i) the applicable performance measurement date will be the last day of the last full quarter completed prior to the day the Change of Control occurs, or, if the Change of Control occurs on a quarter-end date, the day the Change of Control occurs, but in no event later than December 31, 2013;

(ii) the applicable overall Performance Period will be the period beginning on January 1, 2011 and ending on the quarter-end date that is the applicable performance measurement date, and will consist of one, two or three covered periods, as the case may be, consisting of the full covered year or years, if any, and any partial covered year, as applicable, in that period;

(iii) the scheduled award-determination period will occur as soon as practicable after the occurrence of the Change of Control; and

(iv) a Final Award will be calculated in two parts (Part A and Part B), and the Final Award amount will be the sum of the amounts calculated for the Part A Award and the Part B Award as set forth below; provided, however, that the Part B Award is not applicable in the limited circumstance where the Change of Control occurs on or after December 31, 2013 and the Part A Award is not prorated.

Part A Award: The Part A Award amount will be the number of Share Units equal to:

(1) the "Change of Control Payout Percentage" (calculated as set forth below) of the Adjusted Target Share Units, with dividend adjustments to the Target Share Units calculated through the quarter-end date that is the applicable performance measurement date specified above, then,

(2) prorated (as defined in Section 15.36) based on the number of full quarters in the applicable overall Performance Period (*i.e.*, in the period from January 1, 2011 through the quarter-end date that is the applicable performance measurement date specified above) unless the Change of Control occurs on or after December 31, 2013. If the Change of Control occurs on or after December 31, 2013 (and therefore the applicable overall Performance Period covers a full three year period), proration will not apply.

The "Change of Control Payout Percentage" will be (a) or (b) below, as applicable, (but in no event greater than 200.00%):

(a) If the Change of Control occurs prior to December 31, 2013, such that the applicable overall Performance Period is less than three years, the Change of Control Payout Percentage will be the higher of (1) 100% and (2) the percentage that is the Corporate Performance Factor less (i.e., adjusted downward for) the Risk Metrics Performance Downward Adjustment, if any, all calculated in the same manner as set forth in Section 15.24 for an award determination made pursuant to Section 5 using corporate performance and risk metrics performance for the one, two or three covered periods, as the case may be, in the applicable overall Performance Period specified above in subsection (ii) of this Section 6.1(a); and

(b) If the Change of Control occurs on or after December 31, 2013, the Change of Control Payout Percentage will be the percentage that is the Corporate Performance Factor less (i.e., adjusted downward for) the Risk Metrics Performance Downward Adjustment, if any, calculated in the same manner as set forth in Section 15.24 for an award determination made pursuant to Section 5 using corporate performance and risk metrics performance for all three covered annual performance measurement periods in the applicable overall Performance Period (*i.e.*, for the three full calendar year covered annual performance periods for 2011, 2012 and 2013).

Part B Award: The Part B Award amount will be the number of Share Units equal to:

(1) 100% of the Adjusted Target Share Units, with dividend adjustments to the Target Share Units calculated through the quarter-end date that is the applicable performance measurement date specified above, multiplied by

(2) the fraction equal to 1.00 minus the fraction used for the proration by quarters in the calculation of the Part A Award above.

If the calculation of the Part A Award above does not include a proration factor, the Part B Award will not be applicable.

Grantee's Final Award determined pursuant to this Section 6.1(a) will be paid to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 10 if Grantee dies after the Change of Control occurs but before this Final Award is paid.

(b) Death While an Employee. If Grantee died while an employee of the Corporation and a Final Award determination (either to award a specified amount or not to authorize any award) was made by the Compensation Committee pursuant to Section 5.2 prior to the Change of Control, no further or different award determination will be made pursuant to this Section 6.1.

In the event that Grantee died while an employee of the Corporation and qualified for consideration for an award pursuant to Section 4.2 but the Compensation Committee had not yet made an award determination (either to award a specified amount or not to authorize any award) with respect to Grantee at the time the Change of Control occurs such that Grantee remains eligible for an award, then the scheduled award-determination period will occur as soon as practicable after the occurrence of the Change of Control, and the amount of Grantee's Final Award (payable to Grantee's legal representative,

as determined in good faith by the Compensation Committee, in accordance with Section 10) will be determined on the following basis, as applicable.

(1) If Grantee died in the calendar year prior to the year in which the Change of Control occurs but the Compensation Committee had not yet made an award determination (either to award a specified amount or not to authorize any award) with respect to Grantee at the time the Change of Control occurs, Grantee's Final Award will be in the amount of the Calculated Maximum Potential Payout Amount determined in the same manner as set forth in Section 5.1(b) but with no Compensation Committee discretion to further reduce the amount of the award.

(2) If Grantee died prior to but in the same calendar year as the Change of Control, Grantee's Final Award will be in the amount of the award that would have been payable to Grantee pursuant to the calculations set forth in Section 6.1(a), but substituting a Part B Award of zero Share Units for any Part B Award amount calculated pursuant to that section, had Grantee not died but had been an employee of the Corporation as of the end of day immediately preceding the day the Change of Control occurred.

(c) Qualifying Retirement. In the event that Grantee Retired prior to the day the Change of Control occurs but Grantee has met the conditions for a qualifying Retirement termination set forth in Section 4.3 and the 2011 Incentive Performance Units have not been terminated by PNC prior to the Change of Control pursuant to Section 4.3 for Detrimental Conduct and are still outstanding as of the end of the day immediately preceding the day on which the Change of Control occurs such that Grantee remains eligible for an award, Grantee's Final Award will be in the amount of the lesser of:

(1) the Calculated Maximum Potential Payout Amount determined in the same manner as set forth in Section 5.1(c) but with no Compensation Committee discretion to further reduce the amount of the award; and

(2) the amount of the award that would have been payable to Grantee pursuant to the calculations set forth in Section 6.1(a), but substituting a Part B Award of zero Share Units for any Part B Award amount calculated pursuant to that section, had Grantee not Retired but had been an employee of the Corporation as of the end of the day immediately preceding the day the Change of Control occurred.

The scheduled award-determination period will occur as soon as practicable after the occurrence of the Change of Control.

If Grantee died while a qualified Retiree and a Final Award determination (either to award a specified amount or not to authorize any award) was made by the Compensation Committee pursuant to Section 5.2 prior to the Change of Control, no further or different award determination will be made pursuant to this Section 6.1.

If no such Final Award determination was made prior to the Change of Control, Grantee's Final Award determined pursuant to this Section 6.1(c) will be paid to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 10.

(d) Qualifying Disability. In the event that Grantee became Disabled and Grantee's employment with the Corporation terminated prior to the day the Change of Control occurs but Grantee has met the conditions for a qualifying Disability termination set forth in Section 4.4 and the 2011 Incentive Performance Units have not been terminated by PNC prior to the Change of Control pursuant to Section 4.4 for Detrimental Conduct and are still outstanding as of the end of the day immediately preceding the day on which the Change of Control occurs such that Grantee remains eligible for an award, Grantee's Final Award will be in the amount of the award that would have been payable to Grantee pursuant to the calculations set forth in Section 6.1(a), but substituting a Part B Award of zero Share Units for any Part B Award amount calculated pursuant to that section, had Grantee still been an

employee of the Corporation as of the end of the day immediately preceding the day the Change of Control occurred.

The scheduled award-determination period will occur as soon as practicable after the occurrence of the Change of Control.

If Grantee died while qualified to receive an award and a Final Award determination (either to award a specified amount or not to authorize any award) was made by the Compensation Committee pursuant to Section 5.2 prior to the Change of Control, no further or different award determination will be made pursuant to this Section 6.1. If no such Final Award determination was made prior to the Change of Control, Grantee's Final Award (payable to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 10) will be an award determined in accordance with Section 6.1(b) as if Grantee had died while an employee of the Corporation and prior to the Change of Control.

(e) Qualifying Termination in Anticipation of a Change of Control. In the event that Grantee's employment with the Corporation was terminated by the Corporation prior to the Award Date and such termination was an Anticipatory Termination as defined in Section 15.4 and the 2011 Incentive Performance Units are still outstanding at the time the Change of Control occurs and Grantee remains eligible for an award pursuant to Section 4.5, Grantee will receive a Final Award on the following basis, as applicable.

(1) If the Change of Control occurs within three (3) months of Grantee's Termination Date, Grantee will receive a Final Award on the same basis as a continuing employee of the Corporation as set forth in Section 6.1(a).

(2) If the Change of Control occurs more than three (3) months after Grantee's Termination Date, Grantee will receive a Final Award on the same basis as a qualifying Retiree as set forth in Section 6.1(c).

If Grantee died while qualified to receive an award pursuant to Section 4.5 and a Final Award determination (either to award a specified amount or not to authorize any award) was made by the Compensation Committee pursuant to Section 5.2 prior to the Change of Control, no further or different award determination will be made pursuant to this Section 6.1. If no such Final Award determination was made prior to the Change of Control, Grantee's Final Award (payable to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 10) will be in the same amount as the Final Award that would have been paid to Grantee pursuant to this Section 6.1(e) had Grantee still been alive on the Change-of-Control-determined Award Date.

6.2 No Committee Discretion to Reduce Calculated Award Amount. The Compensation Committee may not exercise any further negative discretion pursuant to Section 5.2(b) or otherwise exercise discretion pursuant to the Agreement in any way that would serve to reduce an award calculated pursuant to and deemed to be made to Grantee in accordance with this Section 6.

7. Payment of Final Award; Termination of Any Unawarded 2011 Incentive Performance Units

7.1 Payment of Final Award Determined by the Compensation Committee. Any Final Award determined by the Compensation Committee pursuant to Section 5.2 will be settled by delivery of whole Shares and, if applicable, cash Share-equivalents that together equal the number of Share Units specified in the Final Award (sometimes referred to in the Agreement as "awarded Share Units") or as otherwise provided pursuant to Section 9 if applicable. Payment will be subject to applicable withholding taxes as set forth in Section 11.

(a) Form of Payment. Except as set forth below or as otherwise provided pursuant to Section 9 if applicable, any Final Award determined by the Compensation Committee pursuant to

Section 5.2 will be settled first by delivery of a number of whole Shares equal to the number of awarded Share Units. This number of shares may not, however, exceed the number specified in the Agreement as the Target Share Units number. The Target Share Units number, which does not include any additions for Dividend Adjustment Share Units, is the maximum number of Shares, subject to capital adjustments, if any, pursuant to Section 9, that may be paid with respect to the 2011 Incentive Performance Units under the Agreement.

To the extent, if any, that the total number of awarded Share Units exceeds that maximum number of Shares, then any such excess number of awarded Share Units will be settled in cash (sometimes referred to in the Agreement as payment in "cash Share-equivalents"). This cash payment amount will be equal to the number of such remaining awarded Share Units multiplied by the Fair Market Value (as defined in Section 15.22) of a share of PNC common stock on the Committee-determined Award Date or as otherwise provided pursuant to Section 9 if applicable.

In the event that a Final Award determined by the Compensation Committee is a prorated award and is made to Grantee as a qualifying Retiree or in the event of Grantee's death, then the form of payment of any such Final Award will be determined as follows unless otherwise provided pursuant to Section 9 if applicable. The Final Award will be settled by delivery of whole Shares up to a number of Shares equal to the product of the proration factor used in calculating the award and the number specified in the Agreement as the Target Share Units number, rounded down to the nearest whole number, and any remainder will be settled in cash as cash Share-equivalents.

(b) Timing. Determination of eligibility for an award, calculation of the Calculated Maximum Potential Payout Amount, and a decision by the Compensation Committee on whether or not to authorize an award and, if so, the size of such Final Award within such maximum potential award amount (the "scheduled award-determination process") and then payment of any such Final Award will all generally occur in the first quarter of 2014 or as soon thereafter as practicable after the final Peer data necessary for the Compensation Committee to make its award determination is available.

In general, it is expected that the Award Date will occur in 2014 and no later than the end of the second quarter of that year, and that payment of a Final Award, if any, will be made as soon as practicable after the Award Date. Except as otherwise provided below, in no event will payment be made earlier than January 1, 2014 or later than December 31, 2014, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

In the event of Grantee's death prior to the Award Date where Grantee has satisfied all of the conditions of Section 4.2, 4.3, 4.4 or 4.5 of the Agreement and otherwise meets all applicable criteria as set forth in the Agreement for consideration for an award, (a) the scheduled award-determination process will occur at the same time and in the same manner as set forth above for grantees of 2011 Incentive Performance Units who remain employees of the Corporation, provided that if the death occurs prior to 2013, the scheduled award-determination process will occur in the calendar year immediately following Grantee's death, and (b) payment of a Final Award, if any, will be made during the calendar year immediately following the year in which Grantee died if the death occurs on or prior to December 31, 2013, or in 2014 if Grantee dies in 2014, provided, that, in no event will payment occur later than December 31st of the calendar year so specified as the year for payment, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

Otherwise, in the event that Grantee is no longer employed by the Corporation but has satisfied all of the conditions of Section 4.3, 4.4 or 4.5 of the Agreement and otherwise meets all applicable criteria as set forth in the Agreement for consideration for an award, (a) the scheduled award-determination process will occur at the same time and in the same manner as set forth above for grantees of 2011 Incentive Performance Units who remain employees of the Corporation, generally in 2014 during the first quarter of that year, and (b) once the Compensation Committee has made its award

determination, payment of a Final Award, if any, will be made as soon as practicable after the Committee-determined Award Date, provided, that, in no event will payment be made earlier than January 1, 2014 or later than December 31, 2014, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

(c) Dividend Record Dates. In the event that one or more record dates for dividends on PNC common stock occur after December 31, 2013 (or, in the event of Grantee's death prior to 2013, after the end of the applicable overall Performance Period) but before the date the Final Award, if any, is paid pursuant to this Section 7.1, PNC will make a cash payment to Grantee in an amount equivalent to the amount of the dividends Grantee would have received had the full number of Share Units specified in the Final Award, if any, been that number of shares of PNC common stock and had such shares been issued and outstanding on January 1, 2014 (or, in the event of Grantee's death prior to 2013, on the January 1st immediately following the last day of the applicable overall Performance Period) and had remained outstanding on the record date or dates for such dividends. Any such payment will be made at the same time as payment of the Final Award, if any.

(d) Disputes. If there is a dispute regarding payment of the Final Award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth above in this Section 7.1, and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the Internal Revenue Code.

7.2 Delivery of Final Award Determined by Section 6 If a Final Award is deemed to be made pursuant to Section 6 rather than determined by the Compensation Committee pursuant to Section 5.2, the Final Award is fully vested as of the date of the Change of Control. The number of Share Units in the Final Award will be calculated as of the date of the Change of Control once the final data necessary for the award determination is available, and the Final Award will be paid at the time and in the form set forth below.

(a) Timing. If Grantee died in the calendar year prior to the year in which the Change of Control occurs but no final payment decision had been made and no resulting payment, if any, had been made prior to the date the Change of Control occurred, payment will be made as soon as practicable after the date the Change of Control occurs and the amount of the Final Award is determinable and determined in accordance with Section 6, but in no event later than December 31st of the calendar year following the year in which Grantee died unless payment at such time would be a noncompliant payment under Section 409A of the Internal Revenue Code, in which case payment will be made at the time set forth in subsection (a)(1) or subsection (a)(2) of this Section 7.2, as the case may be, that does comply with such Section 409A.

Except as otherwise set forth in the preceding paragraph, payment of the Final Award will be made by PNC at the time set forth in subsection (a)(1) of this Section 7.2 unless payment at such time would be a noncompliant payment under Section 409A of the Internal Revenue Code, and otherwise, at the time set forth in subsection (a)(2) of this Section 7.2, in either case as further described below.

(1) If, under the circumstances, the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code, payment of the Final Award will be made as soon as practicable after the date the Change of Control occurs and the amount of the Final Award is determinable and determined in accordance with Section 6, but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

(2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code, then payment will be made as soon as practicable after January 1, 2014, but in no event later than December 31, 2014.

(b) Form of Payment

(1) If, under the circumstances, (i) payment of the Final Award is made in the calendar year immediately following the year in which Grantee died pursuant to the first paragraph of Section 7.2(a) or (ii) payment of the Final Award is made at the time specified in Section 7.2(a)(1), then the Final Award will be in an amount equal to the base amount described below in subsection (2)(A) of Section 7.2(b).

Payment of this amount will be made entirely in cash if so provided in the circumstances pursuant to Section 9.2. Otherwise, payment of this amount will be made in the form of shares of PNC common stock (valued as provided in Section 15.22 or Section 9, as applicable, as of the date of the Change of Control) up to the Target Share Units number of shares and any remaining value will be paid in the form of cash; provided, that, if the award is made as a prorated award to a qualifying Retiree or in the event of Grantee's death, the maximum number of such shares that may be delivered in payment of such award will be the number that is the product of the proration factor used in calculating the award and the Target Share Units number, and any remaining value will be paid in the form of cash.

If applicable, in the event that one or more record dates for dividends on PNC common stock occur on or after the date of the Change of Control but before the date the Final Award is paid pursuant to Section 7.2(a)(1), PNC will also make a cash payment to Grantee in an amount equivalent to the amount of the dividends Grantee would have received had the full number of Share Units specified in the Final Award been that number of shares of PNC common stock and had such shares been issued and outstanding on the date of the Change of Control and had remained outstanding on the record date or dates for such dividends. Any such payment will be made at the same time as payment of the Final Award, and will be applicable only in the event that the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code and payment of the Final Award is made at the time specified in Section 7.2(a)(1).

(2) If, under the circumstances, payment of the Final Award is made at the time specified in Section 7.2(a)(2), then the Final Award will be paid entirely in cash and will be in an amount equal to the base amount described below in subsection (A) of this Section 7.2(b)(2) plus the phantom investment amount described below in subsection (B) of this Section 7.2(b)(2).

(A) The base amount will be an amount equal to the number of Share Units specified in the Final Award multiplied by the Fair Market Value (as defined in Section 15.22) of a share of PNC common stock on the date of the Change of Control or by the per share value otherwise provided pursuant to Section 9 as applicable.

(B) The phantom investment amount will be either (i) or (ii), whichever is larger: (i) interest on the base amount described in Section 7.2(b)(2)(A) from the date of the Change of Control through the payment date at the short-term, mid-term or long-term Federal rate under Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually; or (ii) a phantom investment amount with respect to said base amount that reflects, if positive, the performance of the PNC stock or other consideration received by a PNC common shareholder in the Change of Control transaction, with dividends reinvested in such stock, from the date of the Change of Control through the payment date. PNC may, at its option, provide other phantom investment alternatives in addition to those referenced in the preceding sentence and may permit Grantee to make a phantom investment election from among such alternatives under and in accordance with procedures established by PNC, but any such alternatives must provide for at least the two phantom investments set forth in Section 7.2(b)(2)(B)(i) and (ii) at a minimum. The phantom investment amount will be applicable only in the event that payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code and thus payment is made at the time specified in Section 7.2(a)(2) rather than at the time specified in Section 7.2(a)(1).

(c) Disputes. If there is a dispute regarding payment of the Final Award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth in the applicable provisions of Section 7.2(a), and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the Internal Revenue Code.

7.3 Final Award Fully Vested. The Final Award, if any, will be fully vested at the Committee-determined Award Date or as of the date of the Change of Control, as applicable. Any Shares issued pursuant to this Section 7 will be fully vested at the time of issuance, and PNC will issue any such Shares and deliver any cash payable pursuant to this Section 7 to, or at the proper direction of, Grantee or Grantee's legal representative, as determined in good faith by the Compensation Committee, at the time specified in the applicable subsection of Section 7.1 or Section 7.2, whichever is applicable.

No fractional shares will be issued. If a Final Award is payable in Shares and includes a fractional interest, such fractional interest will be liquidated on the basis of the then current Fair Market Value of PNC common stock and paid to Grantee or Grantee's legal representative in cash at the time the Shares are issued pursuant to this Section 7.

In the event that Grantee is deceased, payment will be delivered to the executor or administrator of Grantee's estate or to Grantee's other legal representative, as determined in good faith by the Compensation Committee.

7.4 Termination of Any Unawarded 2011 Incentive Performance Units. Once an award determination has been made by the Compensation Committee pursuant to Section 5.2 or a Final Award is deemed to have been made by virtue of the application of Section 6, the Share-denominated incentive award opportunity represented by the 2011 Incentive Performance Units will terminate as to any portion of the Performance Units not so awarded.

Termination of all or a portion of the 2011 Incentive Performance Units pursuant to this Section 7.4, or pursuant to Section 4, if applicable, will in no way affect Grantee's covenants or the other provisions of Sections 16 and 17.

8. No Rights as Shareholder until Final Award and Issuance of Shares.

Grantee will have no rights as a shareholder by virtue of the 2011 Incentive Performance Units unless and until a Final Award, if any, is made and Shares are issued and delivered in settlement of all or a portion of such Final Award, if any.

9. Capital Adjustments.

9.1 Except as otherwise provided in Section 9.2, if applicable, if corporate transactions such as stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC ("Corporate Transactions") occur prior to the time a Final Award, if any, is paid, the Compensation Committee shall make those adjustments, if any, in the number, class or kind of the Target Share Units that it deems appropriate in its discretion to reflect Corporate Transactions such that the rights of Grantee are neither enlarged nor diminished as a result of such Corporate Transactions, including without limitation (a) measuring the value per Share Unit of any share-denominated award authorized for payment to Grantee by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transactions, and (b) authorizing payment of the entire Final Award, if any, in cash at the time otherwise specified in Section 7.

All determinations hereunder shall be made by the Compensation Committee in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

9.2 Upon the occurrence of a Change of Control, (a) the number, class and kind of the Target Share Units will automatically be adjusted to reflect the same changes as are made to outstanding shares of PNC common stock generally, (b) the value per Share Unit to be used in calculating the base amount described in Section 7.2(b) of any award that is deemed to be awarded to Grantee in accordance with Section 6 will be measured by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction or Transactions if applicable, and (c) if the effect of the Corporate Transaction or Transactions on a PNC common shareholder is to convert that shareholder's holdings into consideration that does not consist solely (other than as to a minimal amount) of shares of PNC common stock, then the entire value of any amounts payable to Grantee pursuant to Section 6 will be paid solely in cash at the time otherwise specified in Section 7.

10. Prohibitions Against Sale, Assignment, etc.: Payment to Legal Representative

(a) Performance Units may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered.

(b) If Grantee is deceased at the time any Final Award authorized by this Agreement is to be paid, such payment shall be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by the Compensation Committee.

(c) Any delivery of Shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative shall extinguish all right to payment hereunder.

11. Withholding Taxes: Payment Upon Inclusion Under Section 409A

Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time the tax withholding obligation arises in connection herewith, retain an amount sufficient to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection therewith from any amounts then payable hereunder to Grantee. If any withholding is required prior to the time amounts are payable hereunder to Grantee, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

To the extent, if any, that payment of any amounts then payable to Grantee hereunder is made in cash, the Corporation will withhold first from such cash portion of the award payment unless the Compensation Committee determines otherwise. If the amount so withheld is not sufficient or if there is no such cash portion, the Corporation will retain whole shares of PNC common stock from any amounts payable to Grantee hereunder in the form of Shares, until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligations.

For purposes of this Section 11, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value (as defined in Section 15.22) on the date the tax withholding obligation arises.

If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding by payment of cash. PNC will not retain Shares for this purpose. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection herewith, no additional withholding may be made.

It is the intention of the parties that the 2011 Incentive Performance Units and the Agreement comply with the provisions of Section 409A to the extent, if any, that such provisions are applicable to the Agreement. In the event that, notwithstanding such intention, the arrangement fails to meet the requirements of Section 409A and the regulations promulgated thereunder, then PNC may at that time permit the acceleration of the time for payment to Grantee under the Agreement notwithstanding any of the other provisions of the Agreement, but any such accelerated payment may not exceed the amount required to be included in Grantee's income as a result of the failure to comply with the requirements of

Section 409A and the regulations promulgated thereunder. For purposes of this provision, an amount will be deemed to have been included in Grantee's income if the amount is timely reported on Form W-2 or Form 1099-MISC as appropriate.

12. Employment.

Neither the granting of the 2011 Incentive Performance Units nor the calculation, determination and payment of any Final Award hereunder nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

13. Subject to the Plan and the Compensation Committee.

In all respects the 2011 Incentive Performance Units and the Agreement are subject to the terms and conditions of the Plan, which has been made available to Grantee and is incorporated herein by reference; provided, however, the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. Further, the 2011 Incentive Performance Units and the Agreement are subject to any interpretation of, and any rules and regulations issued by, the Compensation Committee or its delegate or under the authority of the Compensation Committee, whether made or issued before or after the Grant Date.

14. Headings: Entire Agreement.

Headings used in the Agreement are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement.

The Agreement constitutes the entire agreement between Grantee and PNC with respect to the subject matters addressed herein, and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties concerning the subject matters hereof.

15. Certain Definitions.

Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

15.1 "Adjusted Target Share Units" has the meaning set forth in Section 3.6.

15.2 "Annual Corporate Performance Potential Payout Calculation Schedule" or "Schedule" means the Schedule established by the Compensation Committee with respect to the 2011 Incentive Performance Units as set forth in Section 3.4 setting forth the method by which the Annual Corporate Performance Potential Payout Percentage will be calculated for a given covered annual performance measurement period, as specified by the Agreement, from the corporate performance results for such period.

15.3 "Annual Corporate Performance Potential Payout Percentage"

The Annual Corporate Performance Potential Payout Percentage for a given year is the percentage determined with respect to that year in accordance with the Annual Corporate Performance Potential Payout Calculation Schedule on the basis of PNC's relative covered period EPS growth and ROCE performance rankings and PNC's covered period EPS growth and ROCE performance relative to Peer performance for the covered annual performance period applicable to that given year, giving equal weight to each corporate performance metric. The Annual Corporate Performance Potential Payout Percentage is rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%.

The covered annual performance period for any given year of the overall Performance Period will consist of the full or partial year period beginning on January 1 of the given year and ending on December 31 of that year, or on such earlier quarter-end performance measurement date as may be specified by the Agreement if applicable.

15.4 “Anticipatory Termination.”

If Grantee’s employment with the Corporation is terminated by the Corporation other than for Cause (as Cause is defined in Section 15.8(a)), death or Disability (as Disability is defined in Section 15.19) prior to the date on which a Change of Control occurs, and if it is reasonably demonstrated by Grantee that such termination of employment (i) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (ii) otherwise arose in connection with or anticipation of a Change of Control, such a termination of employment is an “Anticipatory Termination.”

15.5 “Award Date” means: (1) the date on which the Compensation Committee makes its determination as to whether or not it will authorize an award, and if so, as to the size of the Final Award, if any, it authorizes pursuant to Section 5.2 within the Calculated Maximum Potential Payout Amount determined in accordance with the Agreement (sometimes referred to as the “Committee-determined Award Date”); or (2) if a Change of Control has occurred and Grantee is deemed to have been awarded a Final Award pursuant to Section 6, the Award Date will be the date the Change of Control occurs (sometimes referred to as the “Change-of-Control-determined Award Date”).

15.6 “Board” means the Board of Directors of PNC.

15.7 “Calculated Maximum Potential Payout Amount” means the maximum size of the award, denominated as a specified number of Share Units, that the Compensation Committee may award to Grantee as calculated in accordance with the applicable provisions of Section 5.1.

15.8 “Cause.”

(a) “Cause” on or after the occurrence of a Change of Control or for purposes of the definition of an Anticipatory Termination

If a termination of Grantee’s employment with the Corporation occurs on or within three (3) years after the occurrence of a Change of Control, then “Cause” means:

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

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

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

The cessation of employment of Grantee will be deemed to be a termination of Grantee’s employment with the Corporation for Cause for purposes of the Agreement only if and when there shall have been delivered to Grantee, as part of the notice of Grantee’s termination, a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board, at a

Board meeting called and held for the purpose of considering such termination, finding on the basis of clear and convincing evidence that, in the good faith opinion of the Board, Grantee is guilty of conduct described in clause (i) or clause (ii) above and, in either case, specifying the particulars thereof in detail. Such resolution shall be adopted only after (1) reasonable notice of such Board meeting is provided to Grantee, together with written notice that PNC believes that Grantee is guilty of conduct described in clause (i) or clause (ii) above and, in either case, specifying the particulars thereof in detail, and (2) Grantee is given an opportunity, together with counsel, to be heard before the Board.

“Cause” shall also have the meaning set forth in this Section 15.8(a) for purposes of the definition of Anticipatory Termination in Section 15.4.

(b) “Cause” other than as provided in subsection (a)

Except as otherwise provided in Section 15.8(a), “Cause” means:

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

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

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

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

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

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

15.9 “CEO” means the chief executive officer of PNC.

15.10 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”); *provided, however*, that, for purposes of this Section 15.10(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any

company controlled by, controlling or under common control with PNC (an “Affiliated Company”), (4) any acquisition pursuant to an Excluded Combination (as defined in Section 15.10(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC’s shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a “Business Combination”), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

15.11 “Change of Control Coverage Period” means a period commencing on the occurrence of a Change of Control Triggering Event and ending upon the earlier to occur of (a) the date of a Change of Control Failure and (b) the date of a Change of Control.

After the termination of any Change of Control Coverage Period, another Change of Control Coverage Period will commence upon the occurrence of another Change of Control Triggering Event.

For purposes of this Agreement, “Change of Control Triggering Event” shall mean the occurrence of either of the following: (i) the Board or PNC’s shareholders approve a transaction described in subsection (c) of the definition of Change of Control contained in Section 15.10; or (ii) the commencement of a proxy contest in which any Person seeks to replace or remove a majority of the members of the Board.

For purposes of this Agreement, “Change of Control Failure” shall mean: (x) with respect to a Change of Control Triggering Event described in clause (i) of the definition above, PNC’s shareholders vote against the transaction approved by the Board or the agreement to consummate the transaction is terminated; or (y) with respect to a Change of Control Triggering Event described in clause (ii) of the definition above, the proxy contest fails to replace or remove a majority of the members of the Board.

15.12 “Change of Control Payout Percentage” has the meaning set forth in Section 6.1(a)(iv).

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

15.14 “Competitive Activity” means any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any of its subsidiaries (a) engaged in business activities similar to some or all of the business activities of PNC or any subsidiary as of Grantee’s Termination Date or (b) engaged in business activities which Grantee knows PNC or any subsidiary intends to enter within the first twelve (12) months after Grantee’s Termination Date or, if later and if applicable, after the date specified in clause (ii) of Section 15.18(a), in either case whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

15.15 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A.

15.15.1 “Corporate Performance Criteria” means the corporate performance standards established by the Compensation Committee as the corporate performance criteria for the 2011 Incentive Performance Units as set forth in Section 3.

15.15.2 “Corporate Performance Factor” or “Corporate Factor” has the meaning set forth in Section 15.24.

15.16 “Corporation” means PNC and its Consolidated Subsidiaries.

15.16.1 “Cost of Capital” has the meaning set forth in Section 3.5.

15.17 “Covered annual performance period” or “covered annual performance measurement period” or “covered performance period” or “covered annual period” or “covered period” with respect to a given year means the full year or portion of the year specified in the Agreement as the period for which corporate performance is to be measured for purposes of determining an Annual Corporate Performance Potential Payout Percentage for that given year and for which risk metrics performance is to be measured for purposes of determining whether the Risk Metrics Performance Criteria have been met with respect to that given year. The covered annual performance period with respect to a given year may be the full calendar year or the portion of the calendar year from January 1 through the quarter-end date specified by the Agreement.

15.18 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Grantee’s Termination Date and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or its delegate (if Grantee was an “executive officer” of PNC as defined in SEC Regulation S-K when he or she ceased to be an employee of the Corporation) or the CEO (if Grantee was not such an executive officer) determines that Grantee has engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to Grantee, and, if so, determines that Grantee will be deemed to have engaged in Detrimental Conduct.

15.19 “Disabled” or “Disability” means, except as may otherwise be required by Section 409A, that Grantee either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. If Grantee has been determined to be eligible for Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

15.20 “Dividend Adjustment Share Units” has the meaning set forth in Section 3.6.

15.21 “EPS” and “EPS growth” have the meanings set forth in Section 3.3(c).

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

15.23 “Final Award” means the amount, if any, (a) awarded to Grantee by the Compensation Committee in accordance with Section 5.2, or (b) deemed to be awarded to Grantee pursuant to Section 6. The Final Award will be denominated as a specified number of awarded Share Units and will be payable in accordance with Section 7.

15.24 “Final Potential Payout Percentage.”

Section 5 Final Award Determination: Where a Final Award determination is made by the Compensation Committee pursuant to the applicable provisions of Section 5, the term “Final Potential Payout Percentage” will be the percentage that is equal to:

(A) the “Corporate Performance Factor” (also sometimes referred to as the “Corporate Factor”) calculated as the weighted average, as set forth below, of the Annual Corporate Performance Potential Payout Percentages for all of the covered annual performance measurement periods in the applicable overall Performance Period, including those covered periods consisting of a full year, if any, and those, if any, consisting of a partial year, but in no event more than three covered periods in all and in no event resulting in a Corporate Performance Factor greater than 200.00%;

less (i.e., adjusted downward for, but not below 0%),

(B) the amount of the “Risk Metrics Performance Downward Adjustment,” if any, calculated as set forth below, but in no event resulting in a downward adjustment to the Corporate Performance Factor of more than 30 percentage points.

The Risk Metrics Performance Downward Adjustment will either be a downward adjustment of an amount calculated as set forth below, or zero (that is, no adjustment). The Risk Metrics Performance Downward Adjustment cannot result in a positive adjustment (that is, an increase) to the Corporate Performance Factor.

If the Corporate Performance Factor less the downward adjustment for the Risk Metrics Performance Downward Adjustment would mathematically result in a negative number, the Final Potential Payout Percentage will be 0%.

The weighted average for the Corporate Performance Factor will be calculated as follows:

- (1) the sum of one, two or three amounts, as the case may be, for the one, two or three covered periods, as applicable, in the overall Performance Period specified in the Agreement, where the amount for a given covered period is calculated by the applicable subsection below:
 - (i) for any applicable full year covered annual performance period in the overall Performance Period, if any, the amount will be the product of (a) the Annual Corporate Performance Potential Payout Percentage for such full year covered period and (b) four (for the four full completed quarters in any such covered period);
 - (ii) for any applicable partial year covered annual performance period in the overall Performance Period, if any, the amount will be the product of (a) the Annual Corporate Performance Potential Payout Percentage for that partial year covered period and (b) the number of full completed quarters, if any, in such covered period;

divided by

- (2) the total number of quarters in the applicable overall Performance Period.

If all of the Annual Corporate Performance Potential Payout Percentages are 0%, then the Corporate Performance Factor will be 0%.

The Risk Metrics Performance Downward Adjustment is a negative adjustment to the Corporate Performance Factor of an amount calculated as follows:

- (X) The sum of one, two or three amounts, as the case may be, for the one, two or three covered periods, as applicable, in the overall Performance Period specified in the Agreement, where the amount for a given covered period is calculated by the applicable subsection below:
 - (i) for any applicable full year or partial year covered annual performance period in the overall Performance Period, if any, where the Risk Metrics Performance for that covered period meets the Risk Metrics Performance Criteria (measured as set forth in Section 3.5 of the Agreement), the amount with respect to that given covered period will be zero;
 - (ii) for any applicable full year covered annual performance period in the overall Performance Period, if any, where the Risk Metrics Performance for that covered period does not meet the Risk Metrics Performance Criteria (measured as set forth in Section 3.5 of the Agreement), the amount with respect to that given covered period will be 10 percentage points;
 - (iii) for any applicable partial year covered annual performance period in the overall Performance Period, if any, where the Risk Metrics Performance for that covered period does not meet the Risk Metrics Performance Criteria (measured as set forth in Section 3.5 of the Agreement), the amount with respect to that given covered period will be the product of (a) 2.5 percentage points and (b) the number of full completed quarters, if any, in such covered period, or zero if the covered period is less than one full quarter;

- (Y) If all of the amounts calculated as set forth in (X) above are zero, then the Risk Metrics Performance Adjustment will be zero i.e., in that case, there will be no downward adjustment for Risk Metrics Performance).

Section 6 Final Award Calculation: Where a Final Award is deemed to be awarded pursuant to Section 6 by reason of the occurrence of a Change of Control, the Final Award payout calculation will be as set forth in the applicable subsection of Section 6.

15.25 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

15.26 “Grant Date” means the Grant Date set forth on page 1 of the Agreement, and is the date as of which the 2011 Incentive Performance Units are authorized to be granted by the Compensation Committee in accordance with the Plan.

15.27 “Grantee” means the person to whom the 2011 Incentive Performance Units are granted and is identified as Grantee on page 1 of the Agreement.

15.28 “Internal Revenue Code” means the Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

15.29 “Peer Group” means the group of financial institutions, including PNC, designated by the Compensation Committee as PNC’s Peer Group as applicable in accordance with Section 3.3. A member of the Peer Group, including PNC, is sometimes referred to as a “Peer”.

15.30 [intentionally omitted]

15.31 “Performance measurement date” has the meaning set forth in Section 5.1 or Section 6.1, as applicable, and refers to the last day of the applicable overall performance measurement period.

15.32 “Performance Period” has the meaning set forth in Section 3.2 and refers to the period during which corporate performance and risk metrics performance will be measured against the applicable corporate and risk metrics performance standards established by the Compensation Committee in accordance with the Agreement.

15.33 “Performance Units” or “2010 Incentive Performance Units” means the Share-denominated incentive award opportunity performance units granted to Grantee in accordance with Article 10.3 of the Plan and evidenced by the Agreement.

15.33.1 “Person” has the meaning set forth in Section 15.10(a).

15.34 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

15.35 “PNC” means The PNC Financial Services Group, Inc.

15.36 “Prorate” or “Prorated” means multiplying by a fraction, sometimes referred to as the “proration factor,” not to exceed 1 and determined as follows.

Where the Agreement specifies “prorating” or “prorating by quarters,” the proration factor is the fraction equal to (a) the number of full quarters in the applicable overall Performance Period, (b) divided by twelve, which is the number of quarters in the full three year period from January 1, 2011 through December 31, 2013.

15.37 “Retiree.” Grantee is sometimes referred to as a “Retiree” if Grantee Retires, as defined in Section 15.38.

15.38 “Retires” or “Retirement.” Grantee “Retires” if his employment with the Corporation terminates at any time and for any reason (other than termination by reason of Grantee’s death or by the Corporation for Cause and, if the Compensation Committee or the CEO so determines prior to such divestiture, other than by reason of termination in connection with a divestiture of assets or a divestiture of one or more subsidiaries of the Corporation) on or after the first date on which Grantee has both attained at least age fifty-five (55) and completed five (5) years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan. If Grantee “Retires” as defined herein, the termination of Grantee’s employment with the Corporation is sometimes referred to as “Retirement.”

15.38.1 “Risk Metrics Performance” has the meaning set forth in Section 3.5.

15.38.2 “Risk Metrics Performance Criteria” means the risk metrics performance criteria established by the Compensation Committee as set forth in Section 3.5.

15.38.3 “Risk Metrics Performance Downward Adjustment” has the meaning set forth in Section 15.24.

15.39 “ROCE” and “ROCE performance” have the meanings set forth in Section 3.3(c).

15.39.1 “ROEC” or “Return on Economic Capital” has the meaning set forth in Section 3.5.

15.40 “Schedule” is defined in Section 15.2.

15.41 “SEC” means the United States Securities and Exchange Commission.

15.42 “Section 409A” means Section 409A of the Internal Revenue Code.

15.43 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

15.44 “Share” means a share of PNC common stock.

15.45 “Target Share Units” means the number of Share Units specified on page 1 of the Agreement as Target Share Units, subject to capital adjustments pursuant to Section 9 if any.

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

16. Grantee Covenants.

16.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 16 and 17 by virtue of receiving the 2011 Incentive Performance Units (regardless of whether a Final Award is ultimately determined and paid or of the size of such Final Award, if any); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

16.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 16.2 while employed by the Corporation and for a period of one year after Grantee's Termination Date regardless of the reason for such termination of employment.

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

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

Notwithstanding the above, if Grantee's employment with the Corporation is terminated by the Corporation and such termination is an Anticipatory Termination, then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 16.2 shall no longer apply and will be replaced with the following subsection (c):

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

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

16.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 16.4 shall be performed by Grantee without further compensation and will continue beyond Grantee's Termination Date.

17. Enforcement Provisions.

Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

17.2 Equitable Remedies. A breach of the provisions of any of Sections 16.2, 16.3 or 16.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

17.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 16.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

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

17.5 Severability. The restrictions and obligations imposed by Sections 16.2, 16.3, 16.4, 17.1 and 17.7 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon Grantee.

17.6 Reform. In the event any of Sections 16.2, 16.3 and 16.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

17.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 16.2, 16.3 and 16.4.

17.8 Compliance with Internal Revenue Code Section 409A. It is the intention of the parties that the Performance Units and the Agreement comply with the provisions of Section 409A to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Grantee agrees that PNC may, without the consent of Grantee, modify the Agreement to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

17.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent applicable to Grantee, the 2011 Incentive Performance Units, and any right to receive and retain any Shares or other value pursuant to such Performance Units, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any "clawback" or similar policy of PNC in effect on the Grant Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

18. Acceptance of 2011 Incentive Performance Units; PNC Right to Cancel; Effectiveness of Agreement

If Grantee does not accept the 2011 Incentive Performance Units by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms thereof in any way, within thirty (30) days of receipt by Grantee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the 2011 Incentive Performance Units at any time prior to Grantee's delivery to PNC of a copy of the Agreement executed by Grantee. Otherwise, upon execution and delivery of the Agreement by both PNC and Grantee, the Agreement is effective as of the Grant Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

SCHEDULE

* * *

ANNUAL CORPORATE PERFORMANCE POTENTIAL PAYOUT CALCULATION SCHEDULE FOR 2011 INCENTIVE PERFORMANCE UNITS

* * *

Final Award determination by the Compensation Committee pursuant to Section 5 of the 2011-2013 Incentive Performance Units Award Agreement (the "Agreement") requires the calculation of the Final Potential Payout Percentage and the Calculated Maximum Potential Payout Amount, each as defined in the Agreement. Final Award calculation pursuant to Section 6 of the Agreement, if applicable, requires the calculation of the Change of Control Payout Percentage and the calculated final award as set forth in that section of the Agreement.

Those calculations, in turn, take into account PNC's performance and rankings relative to its Peers with respect to two corporate performance measures or metrics (the Corporate Performance Criteria), as measured annually and expressed as the Annual Corporate Performance Potential Payout Percentages for the applicable covered annual performance measurement periods (which may be full or partial year periods as required by the Agreement) in the applicable overall Performance Period.

Unless and until amended prospectively by the Compensation Committee, this Schedule will be applied in order to generate an Annual Corporate Performance Potential Payout Percentage for each of the applicable covered annual performance measurement periods in the applicable overall Performance Period.

Section 3 of the Agreement sets forth the corporate performance metrics (EPS growth and ROCE performance) and how they are measured, the applicable covered performance periods, the establishment of the applicable Peer Group, and the manner in which PNC and its Peers will be ranked for the applicable covered performance periods based on each of the two corporate performance metrics (EPS growth and ROCE performance).

Once PNC and other Peer EPS growth and ROCE performance and rankings have been measured and calculated for a given covered annual performance measurement period in accordance with Section 3.3 of the Agreement, this Schedule uses the table that follows and interpolation to generate a payout percentage for each corporate performance metric for that given year based on such relative covered period performance.

Once payout percentages for each of relative covered period EPS growth and relative covered period ROCE performance are calculated using the table and interpolation, they are averaged, giving equal weight to each corporate performance metric, to generate the final Annual Corporate Performance Potential Payout Percentage for that given year, rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%.

If the payout percentage with respect to either covered period EPS growth or covered period ROCE performance for a given year is 0% but is a positive number with respect to the other corporate performance metric, the Annual Corporate Performance Potential Payout Percentage for that given year will be the percentage that is one-half (1/2) of that positive number. If the payout percentages with respect to covered period EPS growth and covered period ROCE performance for that given year are both 0%, the Annual Corporate Performance Potential Payout Percentage for that given year will be 0%. In no event will an Annual Corporate Performance Potential Payout Percentage be greater than 200.00% or less than 0%.

The table used for this Schedule, as established by the Compensation Committee at the time it authorized the 2011 Incentive Performance Units, follows.

Peer Group Position with respect to Covered Period EPS Growth and ROCE Performance	Corporate Performance Measures	
		Unadjusted Payout Percentage *
Maximum	#1	200%
	#2	183%
	#3	167%
	#4	150%
	#5	133%
	#6	117%
Median	#7	100%
	#8	80%
	#9	60%
	#10	40%
Minimum	#11	0%
	#12	0%
	#13	0%

* Consistent with the design of this compensation program and approach taken in prior years, this Schedule interpolates results to arrive at final potential payout percentages for EPS growth and ROCE performance, respectively. In other words, the final payout percentage with respect to a given year for each corporate performance metric will depend both on PNC's relative covered period ranking and on PNC's covered period performance relative to the performance of the Peers ranked immediately above and below PNC for the covered period of that year, as illustrated below.

The calculated payout percentage for a corporate performance metric with respect to a given year depends both on PNC's relative covered period ranking achieved with respect to that corporate performance metric and on PNC's performance for that corporate metric for the covered period of that year relative to the comparable performance of the Peers ranking immediately above and below PNC (other than where PNC ranks #1 or ranks near the bottom at #11, #12 or #13). This calculated percentage is rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%.

For example, if PNC achieves a #2 covered period ranking, the payout percentage for this rank would be between 175% (which is the mid-point between 167% and 183% in the table) and 191.50% (which is the mid-point between 183% and 200% in the table). The final calculated percentage depends on how PNC's EPS growth or ROCE performance, as the case may be, for the covered period compares to the covered period EPS growth or ROCE performance, as applicable, of the Peers ranking immediately above and below PNC, in this case the performance of the Peers ranking #1 and #3.

At the other end of the scale, if for example PNC achieves a #10 covered period ranking (the lowest ranking that would generate a payout potential above zero) for a corporate performance metric, the payout percentage for this rank would be between 20% and 50% and the final calculated percentage would be determined based on the comparison of PNC's covered period performance for that corporate performance metric to that of the Peers ranking #9 and #11.

Compensation Committee Negative Discretion. Once the annual corporate performance potential payout percentage for PNC's relative performance with respect to the Corporate Performance Criteria for the given full year or partial-year covered annual performance period has been determined using the table above and interpolation, the Compensation Committee may decide, in its discretion, to reduce that percentage (as long as such decision is not made during a Change of Control Coverage Period, as defined in the Agreement, or after the occurrence of a Change of Control) but may not increase it.

2011 Performance Units
Overall Standard Performance Period: January 1, 2011 - December 31, 2013 (3 Years)
Corporate Performance Criteria: Levels of Financial Return from Investing Activities
Achieved by PNC's A&L Unit Relative to Benchmark Index
100% Vests on Final Award

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

2011 PERFORMANCE UNITS AWARD AGREEMENT

* * *

GRANTEE:

GRANT DATE:

February 9, 2011

TARGET SHARE UNITS:

[_____] Share Units

1. Definitions.

Certain terms used in this 2011 Performance Units Award Agreement ("Agreement") are defined in Section 14 or elsewhere in the Agreement, and such definitions will apply except where the context otherwise indicates.

In the Agreement, "PNC" means The PNC Financial Services Group, Inc., "Corporation" means PNC and its Consolidated Subsidiaries, and "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan.

2. 2011 Performance Units.

Pursuant to the Plan and subject to the terms and conditions of the Agreement, PNC grants to the grantee named above ("Grantee") a Share-denominated incentive award opportunity of Performance Units (the "Performance Units" or the "2011 Performance Units") with the number of target Share Units set forth above ("Target Share Units"). Performance Units are subject to acceptance by Grantee in accordance with Section 17.

The 2011 Performance Units are subject to the corporate performance conditions, employment conditions, and other terms and conditions of this Agreement and to the Plan, and to final award determination in accordance with Section 5 or Section 6, as applicable. Payment of any Final Award (as defined in Section 14.22) authorized pursuant to the Agreement will be made in cash, generally in an amount equal to the number of Share Units specified in the Final Award multiplied by the per share price of PNC common stock on the award date (sometimes referred to in the Agreement as payment in "cash Share-equivalents").

In general, the 2011 Performance Units are an opportunity for Grantee to receive, at the end of the applicable overall performance period, an award of cash Share-equivalents provided that the conditions of the Agreement are met. The maximum potential payout amount that Grantee may receive as an award is based on the degree to which specified corporate performance criteria for PNC's Asset & Liability Unit ("A&L Unit") have been achieved, the applicable basic calculation schedule established by the

Compensation Committee (defined in Section 14.14) for use in generating the maximum potential payout percentage for the 2011 Performance Units from such performance results, any downward adjustment to the calculated potential payout amount based on the Compensation Committee's negative discretion, and Grantee's level of satisfaction (or deemed satisfaction) of the service requirements set forth in Section 4, including any limitations on the maximum potential payout amount that may apply in the circumstances (e.g., in the case of a qualifying retirement or death).

Further limitations or adjustments may apply if there is an early termination or limitation of the overall performance measurement period. Final awards are determined by the Compensation Committee in the absence of a Change of Control (as defined herein) and are subject to the Compensation Committee's negative discretion. The Agreement provides a formula for calculation of the Final Award in the event of a Change of Control of PNC and for the form and timing of payment of any such award.

Any Final Award (as defined in Section 14.22) for the 2011 Performance Units authorized pursuant to this Agreement will be expressed as a number of awarded Share Units and will be paid in cash in accordance with Section 7, generally in cash Share-equivalents. The 2011 Performance Units must still be outstanding at the time a Final Award determination is made for Grantee to be eligible to receive an award, and any Final Award and payment thereof is subject to the terms and conditions set forth in the Agreement and to the Plan.

3. Corporate Performance Conditions; Calculation of Applicable Annual Potential Payout Percentages

3.1 Corporate Performance Conditions. The 2011 Performance Units are subject to the corporate performance conditions set forth in this Section 3.

Final Award determination by the Committee pursuant to Section 5 requires the calculation of the Final Potential Payout Percentage (also referred to as the Corporate Performance Factor) and the Calculated Maximum Potential Payout Amount, as defined in Section 14.23 and Section 14.8, respectively. Final Award calculation pursuant to Section 6 of the Agreement, if applicable, requires the calculation of the Change of Control Payout Percentage and the calculated final award as set forth in that section of the Agreement.

Those calculations, in turn, take into account the levels of investment performance achieved by the A&L Unit with respect to the corporate Performance Criteria, as measured annually and expressed as the Annual Potential Payout Percentages for the applicable covered annual performance measurement periods (which may be full or partial year periods as required by the Agreement) in the applicable overall Performance Period.

This Section 3 sets forth the corporate Performance Criteria, applicable covered performance measurement periods and Benchmark Performance Index for such periods, measurement of the specified A&L Unit investment performance with respect to the Performance Criteria, and the basic annual potential payout calculation schedule established by the Compensation Committee for use in generating the maximum potential payout percentage for the 2011 Performance Units from such corporate performance results, each unless and until amended prospectively by the Compensation Committee.

3.2 Performance Criteria and Performance Period. The corporate performance standards established by the Compensation Committee as the Performance Criteria for the 2011 Performance Units are the levels of financial return from investing activities achieved by the A&L Unit relative to the applicable Benchmark Performance Index measured as set forth in this Section 3, all unless and until amended prospectively by the Compensation Committee. This A&L Unit investment performance is measured annually for each applicable covered annual performance period, which may consist of a full calendar year or a shorter partial-year period as required by the Agreement, in the overall Performance Period.

The overall Performance Period for the 2011 Performance Units is the period commencing January 1, 2011 through and including the applicable performance measurement date specified in Section 5.1 or Section 6.1 of the Agreement as applicable. Generally the overall Performance Period will cover a three year period, but it may be terminated early or limited in specified circumstances.

In the standard non-exceptional circumstances as specified in Section 5.1(a), the applicable performance measurement date will be December 31, 2013 and the overall Performance Period will be the three year period commencing January 1, 2011 through and including December 31, 2013, consisting of the following three covered annual performance measurement periods: (1) the full year period commencing January 1, 2011 through and including December 31, 2011; (2) the full year period commencing January 1, 2012 through and including December 31, 2012; and (3) the full year period commencing January 1, 2013 through and including December 31, 2013.

If the overall Performance Period is terminated early or limited pursuant to the terms of the Agreement, the applicable overall Performance Period will be the period commencing January 1, 2011 through and including the performance measurement date as specified in the Agreement as applicable in such circumstances. The final covered annual performance measurement period in such overall Performance Period will be the one ending on the performance measurement date specified in the Agreement as applicable in such circumstances and may consist of a full calendar year or a shorter partial-year period as required by the Agreement. Thus the number of applicable covered annual performance measurement periods will be one, two or three, as the case may be.

3.3 Benchmark Performance Index; Measured A&L Unit Investment Performance The Compensation Committee has determined that the applicable Benchmark Performance Index for each applicable covered annual performance measurement period in the overall Performance Period, whether the given covered period consists of a full calendar year or a shorter partial-year period as required by the Agreement, will be the benchmark performance index that PNC uses internally to evaluate the investment performance of the A&L Unit as in effect as of March 30 of that given year (or as of the last business day that occurs prior to March 30 if March 30 does not fall on a business day), so that, to the extent applicable:

- (1) performance for the covered annual performance period consisting of the full year period from January 1, 2011 through December 31, 2011 (or through an earlier quarter-end date of that calendar year if so specified by the Agreement) will be compared to PNC's internal performance benchmark index for the A&L Unit in effect on March 30, 2011;
- (2) performance for the covered annual performance period consisting of the full calendar year period from January 1, 2012 through December 31, 2012 (or the portion of that calendar year from January 1, 2012 through an earlier quarter-end date of that calendar year if so specified by the Agreement) will be compared to PNC's internal performance benchmark index for the A&L Unit in effect on March 30, 2012; and
- (3) performance for the covered annual performance period consisting of the full calendar year period from January 1, 2013 through December 31, 2013 (or the portion of that calendar year from January 1, 2013 through an earlier quarter-end date of that calendar year if so specified by the Agreement) will be compared to PNC's internal performance benchmark index for the A&L Unit in effect on March 29, 2013.

The A&L Unit investment performance as measured for a given year with respect to the Performance Criteria will be expressed as the number of basis points by which the level of financial return from investing activities achieved by the A&L Unit for the applicable covered measurement period with respect to that year exceeds or falls short of the Benchmark Performance Index applicable to that covered period, with zero basis points indicating performance at the benchmark index level.

3.4 Annual Potential Payout Calculation Schedule (Schedule); Calculation of Applicable Annual Potential Payout Percentages The Compensation Committee also establishes the applicable Annual Potential Payout Calculation Schedule ("Schedule") (as defined in Section 14.2) for the 2011

Performance Units. Unless and until amended prospectively by the Compensation Committee, the Schedule established by the Compensation Committee at the time it authorized the 2011 Performance Units that accompanies the Agreement shall be applied in order to generate the Annual Potential Payout Percentage (as defined in Section 14.3) for each of the applicable covered annual performance measurement periods in the applicable overall Performance Period from the performance results for each such covered period.

For each applicable covered annual performance period (which may consist of a full calendar year or a shorter partial-year period as required by the Agreement), PNC will determine the measured A&L Unit investment performance for the covered period with respect to that year based on the level of financial return from investing activities achieved by the A&L Unit for that covered period and the comparison in basis points of such performance to the applicable Benchmark Performance Index, all as set forth in this Section 3. Once this measured performance has been calculated and expressed in basis points, the applicable Schedule (as defined in Section 14.2) will be applied to generate the Annual Potential Payout Percentage (as defined in Section 14.3) achieved by the A&L Unit for that given year. Such results will be presented to the Compensation Committee.

As described in Section 3.1 above, the Annual Potential Payout Percentages for the applicable covered annual performance periods in the applicable overall Performance Period are taken into account in the calculation of the Final Potential Payout Percentage as part of the Final Award determination process by the Compensation Committee as set forth in Section 5 or may be a part of the Final Award calculation pursuant to Section 6 of the Agreement, as applicable.

4. Grantee Service Requirements and Limitation of Potential Award; Early Termination of 2011 Performance Units

4.1 Eligibility for an Award; Employment Conditions and Early Termination of Performance Units The 2011 Performance Units are subject to the employment conditions set forth in this Section 4.

Grantee will not be eligible to receive a Final Award unless the 2011 Performance Units remain outstanding on the Compensation Committee-determined Award Date (as defined in Section 14.5) or as of the end of the day immediately preceding the day on which a Change of Control occurs, if earlier.

The 2011 Performance Units will automatically terminate on Grantee's Termination Date (as defined in Section 14.43) unless an exception is available as set forth in Section 4.2, Section 4.3, Section 4.4 or Section 4.5. Where one or more of the conditions to an exception are post-employment conditions, the Performance Units will terminate upon the failure of any of those conditions.

In the event that Grantee's employment is terminated by the Corporation for Cause (as defined in Section 14.9), the 2011 Performance Units will automatically terminate on Grantee's Termination Date whether or not the termination might otherwise have qualified for an exception as a Retirement or a Disability termination pursuant to Section 4.3 or Section 4.4.

In the limited circumstances where the 2011 Performance Units remain outstanding notwithstanding Grantee's termination of employment with the Corporation, Grantee will be eligible for consideration for an award, subject to limitation as set forth in the applicable section of the Agreement. Said award, if any, will be determined and payable at the same time that such an award would have been determined and payable had Grantee remained a Corporation employee, except that in the case of death, the determination and payment of said award, if any, shall be accelerated if so indicated in accordance with the applicable provisions of Section 5 or Section 6, as applicable, and Section 7.

Any award that the Compensation Committee may determine to make after Grantee's death will be paid to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 9.

Notwithstanding anything in Section 4 or Section 5 to the contrary, if a Change of Control (as defined in Section 14.11) occurs prior to the time the Compensation Committee makes a Final Award determination pursuant to Section 5.2 (that is, prior to the Compensation Committee-determined Award Date), an award will be determined in accordance with Section 6.

4.2 Death While an Employee. If Grantee dies while an employee of the Corporation and prior to the Compensation Committee-determined Award Date, the 2011 Performance Units will remain outstanding and Grantee will be eligible for consideration for a prorated award calculated in accordance with Section 5.1(b), with an applicable performance measurement date (as defined in Section 5.1) of the earlier of the last day of the calendar year in which the death occurred and December 31, 2013, and payable in accordance with Section 7.

Any such award will be subject to Compensation Committee determination pursuant to Section 5.2, and may be further reduced or eliminated by the Compensation Committee in the exercise of its negative discretion unless such determination occurs during a Change of Control Coverage Period (as defined in Section 14.12) or a Change of Control has occurred.

In the event that a Change of Control occurs after the time Grantee died but prior to the time the Compensation Committee makes an award determination with respect to Grantee (either to award a specified amount or not to authorize any award), an award will be deemed to be made pursuant to Section 6, calculated as specified in Section 6.1(b) and payable in accordance with Section 7.

4.3 Qualifying Retirement. If Grantee Retires (as defined in Section 14.36) prior to the Compensation Committee-determined Award Date and the termination of employment is not also a termination by the Corporation for Cause, the 2011 Performance Units will remain outstanding post-employment; provided, however, that PNC may terminate the Performance Units at any time prior to the Award Date, other than during a Change of Control Coverage Period or after the occurrence of a Change of Control, upon determination that Grantee has engaged in Detrimental Conduct (as defined in Section 14.19). If Grantee is Disabled (as defined in Section 14.20) at the time of Retirement and Section 4.4 is also applicable to Grantee, that subsection will govern rather than this Section 4.3.

Provided that the 2011 Performance Units have not been terminated prior to the award date for Detrimental Conduct and are still outstanding at that time, Grantee will be eligible for Compensation Committee consideration of a prorated award at the time that such an award, if any, would have been considered had Grantee remained a Corporation employee, calculated in accordance with Section 5.1(c) with a performance measurement date of the last day of the last full quarter completed on or prior to Grantee's Retirement date, but in no event later than December 31, 2013, and payable in accordance with Section 7.

Any such award will be subject to Compensation Committee determination pursuant to Section 5.2, and may be further reduced or eliminated by the Compensation Committee in the exercise of its negative discretion unless such determination occurs during a Change of Control Coverage Period or a Change of Control has occurred.

If Grantee dies after a qualifying Retirement but before the time set forth above for consideration of an award and provided that the 2011 Performance Units have not been terminated for Detrimental Conduct and are still outstanding at the time of Grantee's death, the Compensation Committee may consider an award for Grantee and make an award determination with respect to Grantee (either to award a specified amount or not to authorize any award). Any such award determination will be made and such award, if any, will be calculated in accordance with Section 5.1(c) as described above but will be paid in accordance with Section 7 during the calendar year immediately following the year in which Grantee's death occurs, if the death occurs on or prior to December 31, 2013, or in 2014 if the death occurs in 2014 but prior to the Award Date.

In the event that a Change of Control occurs prior to the time the Compensation Committee makes an award determination with respect to Grantee (either to award a specified amount or not to authorize an

award), an award will be deemed to be made pursuant to Section 6, calculated as specified in Section 6.1(c) and payable in accordance with Section 7.

4.4 Qualifying Disability Termination. If Grantee's employment with the Corporation is terminated by reason of Disability (as defined in Section 14.20) prior to the Compensation Committee-determined Award Date and the termination of employment is not also a termination by the Corporation for Cause, the Performance Units will remain outstanding post-employment; provided, however, that PNC may terminate the 2011 Performance Units at any time prior to the Award Date, other than during a Change of Control Coverage Period or after the occurrence of a Change of Control, upon determination that Grantee has engaged in Detrimental Conduct (as defined in Section 14.19).

Provided that the 2011 Performance Units are still outstanding at that time, Grantee will be eligible for Compensation Committee consideration of a full award at the time that such an award, if any, would have been considered had Grantee remained a Corporation employee, calculated in accordance with Section 5.1(d) and payable in accordance with Section 7.

Any such award will be subject to Compensation Committee determination pursuant to Section 5.2, and may be further reduced or eliminated by the Compensation Committee in the exercise of its negative discretion unless such determination occurs during a Change of Control Coverage Period or a Change of Control has occurred. Although Grantee will be eligible for consideration for a full award (Standard Payout Calculation) at the scheduled time, it is anticipated that the Compensation Committee will take into account the timing and circumstances of the Disability when deciding whether and the extent to which to exercise its negative discretion.

If Grantee dies after a qualifying Disability termination but before the time set forth above for consideration of an award and provided that the 2011 Performance Units have not been terminated for Detrimental Conduct and are still outstanding at the time of Grantee's death, the Compensation Committee may consider an award for Grantee and make an award determination with respect to Grantee (either to award a specified amount or not to authorize any award). Any such award determination will be made and such award, if any, will be paid in accordance with Section 7 during the calendar year immediately following the year in which Grantee's death occurs, if the death occurs on or prior to December 31, 2013, or in 2014 if the death occurs in 2014 but prior to the Award Date; provided, however, that the maximum award that may be approved in these circumstances is the award that could have been authorized had Grantee died while an employee of the Corporation.

In the event that a Change of Control occurs prior to the time the Compensation Committee makes an award determination with respect to Grantee (either to award a specified amount or not to authorize an award), an award will be deemed to be made pursuant to Section 6, calculated as specified in Section 6.1(d) and payable in accordance with Section 7.

4.5 Qualifying Termination in Anticipation of a Change of Control. If Grantee's employment with the Corporation is terminated by the Corporation prior to the Award Date and such termination is an Anticipatory Termination as defined in Section 14.4, then (i) the 2011 Performance Units will remain outstanding notwithstanding Grantee's termination of employment with the Corporation, (ii) the 2011 Performance Units will not be subject to termination for Detrimental Conduct, and (iii) Grantee will be eligible for consideration for an award pursuant to Section 5.2, calculated in accordance with Section 5.1(e), or will receive an award pursuant to Section 6, calculated as specified in Section 6.1(e), as applicable. Any such award will be payable in accordance with Section 7.

If Grantee dies while eligible to receive an award pursuant to this Section 4.5 but prior to the time the Compensation Committee makes an award determination pursuant to Section 5.2 or a Change of Control occurs, Grantee will be eligible for Compensation Committee consideration of an award of up to the greater of the award Grantee could have received had he died while an employee of the Corporation or an award determined as set forth in Section 5.1(e). If Grantee dies while eligible to receive an award pursuant to this Section 4.5 but a Change of Control occurs prior to the time the Compensation Committee

makes an award determination pursuant to Section 5.2, Grantee will be deemed to receive an award in accordance with Section 6.1(e).

5. Certification of Performance Results; Calculation of Maximum Potential Payout Amount; and Final Award Determination

5.1 Certification of Level of Achievement of A&L Unit Performance with respect to Corporate Performance Criteria; Calculation of Final Potential Payout Percentage and Calculated Maximum Potential Payout Amount. As soon as practicable after December 31, 2013, or after the earlier relevant date if the applicable performance measurement date and potential award date are earlier under the circumstances, PNC will present information to the Compensation Committee concerning the following:

- (1) the levels of financial return from investing activities achieved by the A&L Unit for each of the applicable covered annual performance periods for which A&L Unit performance is being measured under the circumstances, and the comparison, in basis points, of such performance to applicable Benchmark Performance Index;
- (2) the Annual Potential Payout Percentages for such covered performance periods generated in accordance with the Schedule on the basis of the investment performance achieved by the A&L Unit with respect to the Performance Criteria for such covered periods;
- (3) the Final Potential Payout Percentage (also sometimes referred to as the Corporate Performance Factor or the Corporate Factor) applicable under the circumstances, calculated as set forth in Section 14.23;
- (4) such additional criteria for the certifications and calculations to be made pursuant to this Section 5.1 as may be required by subsection (a), (b), (c), (d) or (e) below, as applicable under the circumstances (including the last day of the applicable performance measurement period and such limitations and prorations as may be applicable), in order to calculate the applicable Maximum Calculated Potential Payout Amount; and
- (5) such additional criteria and information as the Compensation Committee may request.

The last day of the applicable performance measurement period is sometimes referred to as the “performance measurement date.” The time when the certification, calculation and Final Award determination process will take place is sometimes referred to as the “scheduled award-determination period,” and the date when a Final Award, if any, is determined and made by the Compensation Committee is sometimes referred to as the “Committee-determined Award Date” (as set forth in Section 14.5).

Notwithstanding anything in this Section 5 to the contrary, if a Change of Control has occurred, Section 6 will apply.

(a) Non-Exceptional Circumstances – Standard Payout Calculation. Provided that Grantee remains an employee of the Corporation and the 2011 Performance Units remain outstanding such that Grantee remains eligible for consideration for an award, and that a Change of Control has not occurred, the overall Performance Period will run from January 1, 2011 through December 31, 2013 and the process of certification of the levels of achievement of A&L Unit performance with respect to the corporate Performance Criteria, the calculation of the Final Potential Payout Percentage (the Corporate Performance Factor), the calculation of the Calculated Maximum Potential Payout Amount, and the determination of the Final Award, if any, by the Compensation Committee will occur in early 2014.

Under the circumstances set forth in this subsection (a) above (“non-exceptional circumstances”), PNC will present information to the Compensation Committee for purposes of this Section 5.1 on the following basis:

(i) the applicable performance measurement date will be December 31, 2013;

(ii) the applicable overall Performance Period will be the period beginning on January 1, 2011 and ending on December 31, 2013, and will consist of the full calendar year covered annual performance periods from January 1, 2011 through December 31, 2011, from January 1, 2012 through December 31, 2012, and from January 1, 2013 through December 31, 2013;

(iii) the applicable Final Potential Payout Percentage (Corporate Performance Factor) will be the percentage that is the weighted average of the Annual Potential Payout Percentages for the full calendar year covered annual performance periods for 2011, 2012 and 2013, calculated as set forth in Section 14.23, but in no event resulting in a Corporate Performance Factor greater than 200.00%;

(iv) the applicable Calculated Maximum Potential Payout Amount will be the number of Share Units equal to the applicable Final Potential Payout Percentage (Corporate Performance Factor) of the Target Share Units; and

(v) the scheduled award determination period will occur in early 2014.

(b) Death While an Employee. In the event that Grantee dies while an employee of the Corporation and prior to the regularly scheduled award date for non-exceptional circumstances in early 2014 and the 2011 Performance Units remain outstanding pursuant to Section 4.2, PNC will present information to the Compensation Committee for purposes of this Section 5.1 on the following basis:

(i) the applicable performance measurement date will be the earlier of the last day of the calendar year in which the death occurred and December 31, 2013;

(ii) the applicable overall Performance Period will be the period beginning on January 1, 2011 and ending on the December 31st that is the applicable performance measurement date, and will consist of the one, two or three full calendar year covered annual performance periods (for 2011, or for 2011 and 2012, or for 2011, 2012 and 2013, as the case may be) in that period;

(iii) the applicable Final Potential Payout Percentage (Corporate Performance Factor) will be the percentage that is the weighted average of the Annual Potential Payout Percentages for the one, two or three covered annual performance periods, as the case may be, in the applicable overall Performance Period specified above, calculated as set forth in Section 14.23, but in no event resulting in a Corporate Performance Factor greater than 200.00%;

(iv) the applicable Calculated Maximum Potential Payout Amount will be the number of Share Units equal to (x) the applicable Final Potential Payout Percentage of the Target Share Units, then (y) prorated (as defined in Section 14.34) based on the number of full quarters in the applicable overall Performance Period specified above, including through December 31st of the year of death if prior to 2014; and

(v) the scheduled award-determination period will occur during the year immediately following the year in which Grantee died *i.e.*, early in 2012, 2013, or 2014, as the case may be) unless Grantee dies after December 31, 2013 but prior to the award date, in which case the scheduled award-determination period will occur in 2014.

(c) Qualifying Retirement. In the event that Grantee Retires prior to the regularly scheduled award date for non-exceptional circumstances in early 2014 but Grantee has met the conditions for a qualifying Retirement termination set forth in Section 4.3 and the 2011 Performance Units have not been terminated by PNC prior to the award date pursuant to Section 4.3 for Detrimental Conduct and remain outstanding, PNC will present information to the Compensation Committee for purposes of this Section 5.1 on the following basis:

(i) the applicable performance measurement date will be the last day of the last full quarter completed prior to Grantee's Retirement date or, if the Retirement date is a quarter-end date, that quarter-end date, but in no event later than December 31, 2013;

(ii) the applicable overall Performance Period will be the period beginning on January 1, 2011 and ending on the quarter-end date that is the applicable performance measurement date, and will consist of one, two or three covered periods, as the case may be, consisting of the full covered year or years, if any, and any partial covered year, as applicable, in that period;

(iii) the applicable Final Potential Payout Percentage (Corporate Performance Factor) will be the percentage that is the weighted average of the Annual Potential Payout Percentages for the one, two or three covered periods, as the case may be, in the applicable overall Performance Period specified above, calculated as set forth in Section 14.23;

(iv) the applicable Calculated Maximum Potential Payout Amount will be the number of Share Units equal to (x) the applicable Final Potential Payout Percentage of the Target Share Units, then (y) prorated (as defined in Section 14.34) based on the number of full quarters in the applicable overall Performance Period (*i.e.*, in the period from January 1, 2011 through the quarter-end date that is the applicable performance measurement date specified above); and

(v) the scheduled award determination period will occur in early 2014 as provided in Section 7.1, unless Grantee dies after Retirement but before the beginning of 2013, in which case the scheduled award-determination period will occur in early 2013 (if the death occurred in 2012) or early 2012 (if the death occurred in 2011), as the case may be.

In the event that Grantee is Disabled at the time of Retirement and Section 4.4 is also applicable to Grantee, then Section 5.1(d) will govern rather than this Section 5.1(c).

(d) Qualifying Disability. Except as set forth in the following paragraph, in the event that Grantee becomes Disabled prior to the regularly scheduled award date for non-exceptional circumstances in early 2014 but Grantee has met the conditions for a qualifying Disability termination set forth in Section 4.4 and the 2011 Performance Units have not been terminated by PNC prior to the award date pursuant to Section 4.4 for Detrimental Conduct and remain outstanding, PNC will present information to the Compensation Committee for purposes of this Section 5.1 for consideration of an award on the same basis as that set forth in Section 5.1(a) for a continuing employee of the Corporation, together with such information as the Compensation Committee may request concerning the timing and circumstances of the Disability. The scheduled award-determination period will occur in early 2014 as provided in Section 7.1.

If Grantee dies after a qualifying Disability termination but prior to the regularly scheduled award date and the 2011 Performance Units are still outstanding at the time of Grantee's death, Grantee will be eligible for Compensation Committee consideration of an award at the time and up to the maximum amount of the award Grantee could have received had he died while an employee of the Corporation.

(e) Qualifying Termination in Anticipation of a Change of Control. In the event that Grantee's employment with the Corporation is terminated by the Corporation prior to the regularly scheduled award date for non-exceptional circumstances in early 2014 but Grantee has met the conditions for a qualifying termination in anticipation of a Change of Control set forth in Section 4.5 and the 2011 Performance Units remain outstanding, but a Change of Control has not yet occurred, then:

(1) If a Change of Control transaction is pending at the regularly scheduled award date, the 2011 Performance Units will remain outstanding and Grantee will be eligible to receive an award pursuant to Section 5.2 on the same basis as that set forth in Section 5.1(c) for a qualifying Retiree and the Compensation Committee will have no discretion to further reduce the size of such award; and

(2) If there is no Change of Control transaction pending at the regularly scheduled award date, the 2011 Performance Units will remain outstanding and the Compensation Committee will have discretion to authorize an award, pursuant to Section 5.2, to Grantee up to a maximum permitted award calculated on the same basis as that set forth in Section 5.1(c) for a qualifying Retiree, but the Compensation Committee will also have discretion to further reduce the award as set forth in Section 5.2(b).

If Grantee dies after an Anticipatory Termination but prior to the time the Compensation Committee makes an award determination pursuant to Section 5.2 or a Change of Control occurs, Grantee will be eligible for Compensation Committee consideration of an award of up to the greater of the award Grantee could have received had he died while an employee of the Corporation and an award determined as set forth above in this Section 5.1(e).

If Grantee dies after an Anticipatory Termination but a Change of Control occurs prior to the time the Compensation Committee makes an award determination pursuant to Section 5.2, Grantee will be deemed to receive an award in accordance with Section 6.1(e).

5.2 Final Award Determination by Compensation Committee.

(a) The Compensation Committee will have the authority to award to Grantee ("award") as a Final Award such amount, denominated as a specified number of Share Units, as may be determined by the Compensation Committee, subject to the limitations set forth in the following paragraph, provided, that, the 2011 Performance Units are still outstanding, that Grantee is either still an employee of the Corporation or qualifies for an exception to the employment condition pursuant to Section 4.2, 4.3, 4.4 or 4.5, and that the Final Potential Payout Percentage (Corporate Performance Factor) is greater than zero.

The Final Award will not exceed the applicable Calculated Maximum Potential Payout Amount, as determined in accordance with the applicable subsection of Section 5.1, and is subject to the exercise of negative discretion by the Compensation Committee to reduce or further reduce this calculated payout amount pursuant to Section 5.2(b), if applicable.

The Compensation Committee will not have authority to exercise negative discretion to reduce the payout amount below the full applicable Calculated Maximum Potential Payout Amount if a Change of Control Coverage Period has commenced and has not yet ended or if a Change of Control has occurred. If there has been a Change of Control, the Compensation Committee's authority is subject to Section 6.

The date on which the Compensation Committee makes its determination as to whether or not it will authorize an award and, if so, the size of a Final Award, if any, it authorizes within the Calculated Maximum Potential Payout Amount determined pursuant to the Agreement is sometimes referred to in the Agreement as the "Committee-determined Award Date" (as set forth in Section 14.5).

Payment of the Final Award, if any, will be made in cash in accordance with Section 7. If Grantee dies after a Final Award is determined but before payment is made, payment of the Final Award will be made to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 9.

(b) Except during a Change of Control Coverage Period or after the occurrence of a Change of Control, the Compensation Committee may exercise negative discretion with respect to the 2011 Performance Units and may determine, in light of such Corporation or individual performance or other factors as the Compensation Committee may deem appropriate, that notwithstanding the levels of financial return from investing activities achieved by the A&L Unit relative to benchmark, the Compensation Committee will not award Grantee the full applicable Calculated Maximum Potential Payout Amount that the Compensation Committee is authorized to award pursuant to Section 5.2(a), or any of such amount.

It is anticipated that the Compensation Committee will take into account such factors as absolute A&L Unit financial performance, absolute trading results, cumulative performance relative to the

benchmark, adherence to risk parameters, and Grantee's contributions to the success of other PNC businesses when deciding whether and the extent to which to exercise its negative discretion.

If the Compensation Committee so determines to exercise its negative discretion pursuant to this Section 5.2(b), the Final Award, if any, will be reduced accordingly; provided, however, that the Compensation Committee will not have authority to exercise negative discretion if a Change of Control Coverage Period has commenced and has not yet ended or if a Change of Control has occurred.

(c) If a Change of Control occurs prior to the time the Compensation Committee makes an award determination pursuant to Section 5.2, the Final Award will be determined in accordance with Section 6 rather than being determined by the Compensation Committee pursuant to Section 5.2, and the Compensation Committee will not have negative discretion to reduce the payout amount calculated pursuant to Section 6.

6. Change of Control Prior to a Committee-Determined Award Date.

6.1 Final Award Calculation.

Notwithstanding anything in the Agreement to the contrary, upon the occurrence of a Change of Control at any time prior to a Committee-determined Award Date pursuant to Section 5.2, (i) the overall Performance Period, if not already ended, will be limited and will end on the last day of the last full quarter completed prior to the day the Change of Control occurs or, if the Change of Control occurs on a quarter-end date, on the day the Change of Control occurs, but in no event later than December 31, 2013, and (ii) Grantee will be deemed to have been awarded a Final Award in an amount determined as set forth in this Section 6, payable to Grantee or Grantee's legal representative at the time and in the manner set forth in Section 7, provided that the 2011 Performance Units are still outstanding as of the end of the day immediately preceding the day on which the Change of Control occurs and have not already terminated or been terminated in accordance with the service or conduct provisions of Section 4.

If this Section 6 is applicable and a Final Award is deemed to be awarded pursuant to Section 6, the day the Change of Control occurs will be considered the Award Date for purposes of the Agreement. This date is sometimes referred to in the Agreement as the "Change-of-Control-determined Award Date" (as set forth in Section 14.5).

(a) Standard Change of Control Payout Calculation. Provided that Grantee is an employee of the Corporation and the 2011 Performance Units are still outstanding as of the end of the day immediately preceding the day on which the Change of Control occurs such that Grantee remains eligible for an award, Grantee's Final Award will be determined as follows:

(i) the applicable performance measurement date will be the last day of the last full quarter completed prior to the day the Change of Control occurs, or, if the Change of Control occurs on a quarter-end date, the day the Change of Control occurs, but in no event later than December 31, 2013;

(ii) the applicable overall Performance Period will be the period beginning on January 1, 2011 and ending on the quarter-end date that is the applicable performance measurement date, and will consist of one, two or three covered periods, as the case may be, consisting of the full covered year or years, if any, and any partial covered year, as applicable, in that period;

(iii) the scheduled award-determination period will occur as soon as practicable after the occurrence of the Change of Control; and

(iv) a Final Award will be calculated in two parts (Part A and Part B), and the Final Award amount will be the sum of the amounts calculated for the Part A Award and the Part B Award as set forth below; provided, however, that the Part B Award is not applicable in the limited circumstance

where the Change of Control occurs on or after December 31, 2013 and the Part A Award is not prorated.

Part A Award: The Part A Award amount will be the number of Share Units equal to:

- (1) the “Change of Control Payout Percentage” (calculated as set forth below) of the Target Share Units, then,
- (2) prorated (as defined in Section 14.34) based on the number of full quarters in the applicable overall Performance Period (i.e., in the period from January 1, 2011 through the quarter-end date that is the applicable performance measurement date specified above) unless the Change of Control occurs on or after December 31, 2013. If the Change of Control occurs on or after December 31, 2013 (and therefore the applicable overall Performance Period covers a full three year period), proration will not apply.

The “Change of Control Payout Percentage” will be (a) or (b) below, as applicable, (but in no event greater than 200.00%):

- (a) If the Change of Control occurs prior to December 31, 2013, such that the applicable overall Performance Period is less than three years, the Change of Control Payout Percentage will be the higher of (1) 100% and (2) the percentage that is the Corporate Performance Factor calculated in the same manner as set forth in Section 14.23 for an award determination made pursuant to Section 5 using corporate performance for the one, two or three covered periods, as the case may be, consisting of the full covered year or years, if any, and any partial covered year, as applicable, in the applicable overall Performance Period specified above in subsection (ii) of this Section 6.1(a); and
- (b) If the Change of Control occurs on or after December 31, 2013, the Change of Control Payout Percentage will be the percentage that is the Corporate Performance Factor calculated in the same manner as set forth in Section 14.23 for an award determination made pursuant to Section 5 using corporate performance for all three covered annual performance measurement periods in the applicable overall Performance Period (i.e., for the three full calendar year covered annual performance periods for 2011, 2012 and 2013).

Part B Award: The Part B Award amount will be the number of Share Units equal to:

- (1) 100% of the Target Share Units, multiplied by
- (2) the fraction equal to 1.00 minus the fraction used for the proration by quarters in the calculation of the Part A Award above.

If the calculation of the Part A Award above does not include a proration factor, the Part B Award will not be applicable.

Grantee’s Final Award determined pursuant to this Section 6.1(a) will be paid to Grantee’s legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 9 if Grantee dies after the Change of Control occurs but before this Final Award is paid.

(b) Death While an Employee. If Grantee died while an employee of the Corporation and a Final Award determination (either to award a specified amount or not to authorize any award) was made by the Compensation Committee pursuant to Section 5.2 prior to the Change of Control, no further or different award determination will be made pursuant to this Section 6.1.

In the event that Grantee died while an employee of the Corporation and qualified for consideration for an award pursuant to Section 4.2 but the Compensation Committee had not yet made an

award determination (either to award a specified amount or not to authorize any award) with respect to Grantee at the time the Change of Control occurs such that Grantee remains eligible for an award, then the scheduled award-determination period will occur as soon as practicable after the occurrence of the Change of Control, and the amount of Grantee's Final Award (payable to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 9) will be determined on the following basis, as applicable.

(1) If Grantee died in the calendar year prior to the year in which the Change of Control occurs but the Compensation Committee had not yet made an award determination (either to award a specified amount or not to authorize any award) with respect to Grantee at the time the Change of Control occurs, Grantee's Final Award will be in the amount of the Calculated Maximum Potential Payout Amount determined in the same manner as set forth in Section 5.1(b) but with no Compensation Committee discretion to further reduce the amount of the award.

(2) If Grantee died prior to but in the same calendar year as the Change of Control, Grantee's Final Award will be in the amount of the award that would have been payable to Grantee pursuant to the calculations set forth in Section 6.1(a), but substituting a Part B Award of zero Share Units for any Part B Award amount calculated pursuant to that section, had Grantee not died but had been an employee of the Corporation as of the end of day immediately preceding the day the Change of Control occurred.

(c) Qualifying Retirement. In the event that Grantee Retired prior to the day the Change of Control occurs but Grantee has met the conditions for a qualifying Retirement termination set forth in Section 4.3 and the 2011 Performance Units have not been terminated by PNC prior to the Change of Control pursuant to Section 4.3 for Detrimental Conduct and are still outstanding as of the end of the day immediately preceding the day on which the Change of Control occurs such that Grantee remains eligible for an award, Grantee's Final Award will be in the amount of the lesser of:

(1) the Calculated Maximum Potential Payout Amount determined in the same manner as set forth in Section 5.1(c) but with no Compensation Committee discretion to further reduce the amount of the award; and

(2) the amount of the award that would have been payable to Grantee pursuant to the calculations set forth in Section 6.1(a), but substituting a Part B Award of zero Share Units for any Part B Award amount calculated pursuant to that section, had Grantee not Retired but had been an employee of the Corporation as of the end of the day immediately preceding the day the Change of Control occurred.

The scheduled award-determination period will occur as soon as practicable after the occurrence of the Change of Control.

If Grantee died while a qualified Retiree and a Final Award determination (either to award a specified amount or not to authorize any award) was made by the Compensation Committee pursuant to Section 5.2 prior to the Change of Control, no further or different award determination will be made pursuant to this Section 6.1.

If no such Final Award determination was made prior to the Change of Control, Grantee's Final Award determined pursuant to this Section 6.1(c) will be paid to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 9.

(d) Qualifying Disability. In the event that Grantee became Disabled and Grantee's employment with the Corporation terminated prior to the day the Change of Control occurs but Grantee has met the conditions for a qualifying Disability termination set forth in Section 4.4 and the 2011 Performance Units have not been terminated by PNC prior to the Change of Control pursuant to Section 4.4 for Detrimental Conduct and are still outstanding as of the end of the day immediately preceding the day on which the Change of Control occurs such that Grantee remains eligible for an award, Grantee's Final

Award will be in the amount of the award that would have been payable to Grantee pursuant to the calculations set forth in Section 6.1(a), but substituting a Part B Award of zero Share Units for any Part B Award amount calculated pursuant to that section, had Grantee still been an employee of the Corporation as of the end of the day immediately preceding the day the Change of Control occurred. The scheduled award-determination period will occur as soon as practicable after the occurrence of the Change of Control.

If Grantee died while qualified to receive an award and a Final Award determination (either to award a specified amount or not to authorize any award) was made by the Compensation Committee pursuant to Section 5.2 prior to the Change of Control, no further or different award determination will be made pursuant to this Section 6.1. If no such Final Award determination was made prior to the Change of Control, Grantee's Final Award (payable to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 9) will be an award determined in accordance with Section 6.1(b) as if Grantee had died while an employee of the Corporation and prior to the Change of Control.

(e) Qualifying Termination in Anticipation of a Change of Control. In the event that Grantee's employment with the Corporation was terminated by the Corporation prior to the Award Date and such termination was an Anticipatory Termination as defined in Section 14.4 and the 2011 Performance Units are still outstanding at the time the Change of Control occurs and Grantee remains eligible for an award pursuant to Section 4.5, Grantee will receive a Final Award on the following basis, as applicable.

- (1) If the Change of Control occurs within three (3) months of Grantee's Termination Date, Grantee will receive a Final Award on the same basis as a continuing employee of the Corporation as set forth in Section 6.1(a).
- (2) If the Change of Control occurs more than three (3) months after Grantee's Termination Date, Grantee will receive a Final Award on the same basis as a qualifying Retiree as set forth in Section 6.1(c).

If Grantee died while qualified to receive an award pursuant to Section 4.5 and a Final Award determination (either to award a specified amount or not to authorize any award) was made by the Compensation Committee pursuant to Section 5.2 prior to the Change of Control, no further or different award determination will be made pursuant to this Section 6.1. If no such Final Award determination was made prior to the Change of Control, Grantee's Final Award (payable to Grantee's legal representative, as determined in good faith by the Compensation Committee, in accordance with Section 9) will be in the same amount as the Final Award that would have been paid to Grantee pursuant to this Section 6.1(e) had Grantee still been alive on the Change-of-Control-determined Award Date.

6.2 No Committee Discretion to Reduce Calculated Award Amount. The Compensation Committee may not exercise any further negative discretion pursuant to Section 5.2(b) or otherwise exercise discretion pursuant to the Agreement in any way that would serve to reduce an award calculated pursuant to and deemed to be made to Grantee in accordance with this Section 6.

7. Payment of Final Award; Termination of Any Unawarded 2011 Performance Units

7.1 Payment of Final Award Determined by the Committee

(a) Form of Payment. Payment of any Final Award determined by the Compensation Committee pursuant to Section 5.2 will be made in cash in an amount equal to the number of Share Units specified in the Final Award multiplied by the Fair Market Value (as defined in Section 14.21) of a share of PNC common stock on the Committee-determined Award Date or as otherwise provided pursuant to Section 8 if applicable.

(b) Timing. Determination of eligibility for an award, calculation of the Calculated Maximum Potential Payout Amount, and a decision by the Compensation Committee on whether or not to

authorize an award and, if so, the size of such Final Award within such maximum potential award amount (the “scheduled award-determination process”) and then payment of any such Final Award will all generally occur in the first quarter of 2014 or as soon thereafter as practicable after the final data necessary for the Compensation Committee to make its award determination is available.

In general, it is expected that the Award Date will occur in 2014 and no later than the end of the second quarter of that year, and that payment of a Final Award, if any, will be made as soon as practicable after the Award Date. Except as otherwise provided below, in no event will payment be made earlier than January 1, 2014 or later than December 31, 2014, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

In the event of Grantee’s death prior to the Award Date where Grantee has satisfied all of the conditions of Section 4.2, 4.3, 4.4 or 4.5 of the Agreement and otherwise meets all applicable criteria as set forth in the Agreement for consideration for an award, (a) the scheduled award-determination process will occur at the same time and in the same manner that such process would have occurred had Grantee remained an employee of the Corporation, provided that if the death occurs prior to 2013, the scheduled award-determination process will occur in the calendar year immediately following Grantee’s death, and (b) payment of a Final Award, if any, will be made during the calendar year immediately following the year in which Grantee died if the death occurs on or prior to December 31, 2013, or in 2014 if Grantee dies in 2014, provided, that, in no event will payment occur later than December 31st of the calendar year so specified as the year for payment, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

Otherwise, in the event that Grantee is no longer employed by the Corporation but has satisfied all of the conditions of Section 4.3, 4.4 or 4.5 of the Agreement and otherwise meets all applicable criteria as set forth in the Agreement for consideration for an award, (a) the scheduled award-determination process will occur at the same time and in the same manner that such process would have occurred had Grantee remained an employee of the Corporation, generally in 2014 during the first quarter of that year, and (b) once the Compensation Committee has made its award determination, payment of a Final Award, if any, will be made as soon as practicable after the Committee-determined Award Date, provided, that, in no event will payment be made earlier than January 1, 2014 or later than December 31, 2014, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

(c) Disputes. If there is a dispute regarding payment of the Final Award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth above in this Section 7.1, and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the Internal Revenue Code.

7.2 Payment of Final Award Determined by Section 6 If a Final Award is deemed to be made pursuant to Section 6 rather than determined by the Compensation Committee pursuant to Section 5.2, the Final Award is fully vested as of the date of the Change of Control. The number of Share Units in the Final Award will be calculated as of the date of the Change of Control once the final data necessary for the award determination is available, and the Final Award will be paid at the time and in the form set forth below.

(a) Timing. If Grantee died in the calendar year prior to the year in which the Change of Control occurs but no final payment decision had been made and no resulting payment, if any, had been made prior to the date the Change of Control occurred, payment will be made as soon as practicable after the date the Change of Control occurs and the amount of the Final Award is determinable and determined in accordance with Section 6, but in no event later than December 31st of the calendar year following the year in which Grantee died unless payment at such time would be a noncompliant payment under Section 409A of the Internal Revenue Code, in which case payment will be made at the time set forth in subsection

(a)(1) or subsection (a)(2) of this Section 7.2, as the case may be, that does comply with such Section 409A.

Except as otherwise set forth in the preceding paragraph, payment of the Final Award will be made by PNC at the time set forth in subsection (a)(1) of this Section 7.2 unless payment at such time would be a noncompliant payment under Section 409A of the Internal Revenue Code, and otherwise, at the time set forth in subsection (a)(2) of this Section 7.2, in either case as further described below.

(1) If, under the circumstances, the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code, payment of the Final Award will be made in cash as soon as practicable after the date the Change of Control occurs and the amount of the Final Award is determinable and determined in accordance with Section 6, but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

(2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code, then payment will be made in cash as soon as practicable after January 1, 2014, but in no event later than December 31, 2014.

(b) Form of Payment. The Final Award will be paid in cash.

If, under the circumstances, (1) payment of the Final Award is made in the calendar year immediately following the year in which Grantee died pursuant to the first paragraph of Section 7.2(a) or (2) payment of the Final Award is made at the time specified in Section 7.2(a)(1), then the Final Award will be in an amount equal to the base amount described below in subsection (A) of this Section 7.2(b).

If, under the circumstances, payment of the Final Award is made at the time specified in Section 7.2(a)(2), then the Final Award will be in an amount equal to the base amount described below in subsection (A) of this Section 7.2(b) plus the phantom investment amount described below in subsection (B) of this Section 7.2(b).

(A) The base amount will be an amount equal to the number of Share Units specified in the Final Award multiplied by the Fair Market Value (as defined in Section 14.21) of a share of PNC common stock on the date of the Change of Control or by the per share value otherwise provided pursuant to Section 8 as applicable.

(B) The phantom investment amount will be either (i) or (ii), whichever is larger: (i) interest on the base amount described in Section 7.2(b)(A) from the date of the Change of Control through the payment date at the short-term, mid-term or long-term Federal rate under Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually; or (ii) a phantom investment amount with respect to said base amount that reflects, if positive, the performance of the PNC stock or other consideration received by a PNC common shareholder in the Change of Control transaction, with dividends reinvested in such stock, from the date of the Change of Control through the payment date. PNC may, at its option, provide other phantom investment alternatives in addition to those referenced in the preceding sentence and may permit Grantee to make a phantom investment election from among such alternatives under and in accordance with procedures established by PNC, but any such alternatives must provide for at least the two phantom investments set forth in Section 7.2(b)(B)(i) and (ii) at a minimum. The phantom investment amount will be applicable only in the event that payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code and thus payment is made at the time specified in Section 7.2(a)(2) rather than at the time specified in Section 7.2(a)(1).

(c) Disputes. If there is a dispute regarding payment of the Final Award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth in the applicable provisions of

Section 7.2(a), and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the Internal Revenue Code.

7.3 Final Award Fully Vested. The Final Award, if any, will be fully vested at the Committee-determined Award Date or as of the date of the Change of Control, as applicable. PNC will deliver any cash payable pursuant to this Section 7 to, or at the proper direction of, Grantee or Grantee's legal representative, as determined in good faith by the Compensation Committee, at the time specified in the applicable subsection of Section 7.1 or Section 7.2, whichever is applicable.

In the event that Grantee is deceased, payment will be delivered to the executor or administrator of Grantee's estate or to Grantee's other legal representative, as determined in good faith by the Compensation Committee.

7.4 Termination of Any Unawarded 2011 Performance Units. Once an award determination has been made by the Compensation Committee pursuant to Section 5.2 or a Final Award is deemed to have been made by virtue of the application of Section 6, the Share-denominated incentive award opportunity represented by the 2011 Performance Units will terminate as to any portion of the Performance Units not so awarded.

Termination of all or a portion of the 2011 Performance Units pursuant to this Section 7.4, or pursuant to Section 4, if applicable, will in no way affect Grantee's covenants or the other provisions of Sections 15 and 16.

8. Capital Adjustments.

8.1 Except as otherwise provided in Section 8.2, if applicable, if corporate transactions such as stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC ("Corporate Transactions") occur prior to the time a Final Award, if any, is paid, the Compensation Committee shall make those adjustments, if any, in the number, class or kind of the Target Share Units that it deems appropriate in its discretion to reflect Corporate Transactions such that the rights of Grantee are neither enlarged nor diminished as a result of such Corporate Transactions, including without limitation measuring the value per Share Unit of any share-denominated award authorized for payment to Grantee by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transactions.

All determinations hereunder shall be made by the Compensation Committee in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

8.2 Upon the occurrence of a Change of Control, (a) the number, class and kind of the Target Share Units will automatically be adjusted to reflect the same changes as are made to outstanding shares of PNC common stock generally, and (b) the value per Share Unit to be used in calculating the base amount described in Section 7.2(b) of any award that is deemed to be awarded to Grantee in accordance with Section 6 will be measured by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction or Transactions if applicable.

9. Prohibitions Against Sale, Assignment, etc.: Payment to Legal Representative

(a) Performance Units may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered.

(b) If Grantee is deceased at the time any Final Award authorized by this Agreement is to be paid, such payment shall be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by the Compensation Committee.

(c) Any payment made in good faith by PNC to Grantee's executor, administrator or other legal representative shall extinguish all right to payment hereunder.

10. Withholding Taxes; Payment Upon Inclusion Under Section 409A.

Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time the tax withholding obligation arises in connection herewith, retain an amount sufficient to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection therewith from any amounts then payable to Grantee hereunder. If any withholding is required prior to the time amounts are payable to Grantee hereunder, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding by payment of cash. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection herewith, no additional withholding may be made.

It is the intention of the parties that the Performance Units and the Agreement comply with the provisions of Section 409A to the extent, if any, that such provisions are applicable to the Agreement. In the event that, notwithstanding such intention, the arrangement fails to meet the requirements of Section 409A and the regulations promulgated thereunder, then PNC may at that time permit the acceleration of the time for payment to Grantee under the Agreement notwithstanding any of the other provisions of the Agreement, but any such accelerated payment may not exceed the amount required to be included in Grantee's income as a result of the failure to comply with the requirements of Section 409A and the regulations promulgated thereunder. For purposes of this provision, an amount will be deemed to have been included in Grantee's income if the amount is timely reported on Form W-2 or Form 1099-MISC as appropriate.

11. Employment.

Neither the granting of the 2011 Performance Units nor the calculation, determination and payment of any Final Award hereunder nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

12. Subject to the Plan and the Compensation Committee.

In all respects the 2011 Performance Units and the Agreement are subject to the terms and conditions of the Plan, which has been made available to Grantee and is incorporated herein by reference; provided, however, the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. Further, the 2011 Performance Units and the Agreement are subject to any interpretation of, and any rules and regulations issued by, the Compensation Committee or its delegate or under the authority of the Compensation Committee, whether made or issued before or after the Grant Date.

13. Headings; Entire Agreement.

Headings used in the Agreement are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement.

The Agreement constitutes the entire agreement between Grantee and PNC with respect to the subject matters addressed herein, and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties concerning the subject matters hereof.

14. Certain Definitions.

Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

14.1 “A&L Unit” means the Asset & Liability unit of PNC.

14.2 “Annual Potential Payout Calculation Schedule” or “Schedule” means the Schedule established by the Compensation Committee with respect to the 2011 Performance Units as set forth in Section 3.4 setting forth the method by which the Annual Potential Payout Percentage will be calculated for a given covered annual performance period as specified by the Agreement.

14.3 “Annual Potential Payout Percentage.”

The Annual Potential Payout Percentage for a given year is the percentage determined with respect to that year in accordance with the Annual Potential Payout Calculation Schedule on the basis of the level of financial return from investing activities achieved by the A&L Unit for the covered annual performance period applicable to that given year compared to the applicable Benchmark Performance Index. The Annual Potential Payout Percentage is rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%.

The covered annual performance period for any given year of the overall Performance Period will consist of the full or partial year period beginning on January 1 of the given year and ending on December 31 of that year, or on such earlier quarter-end performance measurement date as may be specified by the Agreement if applicable.

14.4 “Anticipatory Termination.”

If Grantee’s employment with the Corporation is terminated by the Corporation other than for Cause (as Cause is defined in Section 14.9(a)), death or Disability (as Disability is defined in Section 14.20) prior to the date on which a Change of Control occurs, and if it is reasonably demonstrated by Grantee that such termination of employment (i) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (ii) otherwise arose in connection with or anticipation of a Change of Control, such a termination of employment is an “Anticipatory Termination.”

14.5 “Award Date” means: (1) the date on which the Compensation Committee makes its determination as to whether or not it will authorize an award, and if so, as to the size of the Final Award, if any, it authorizes pursuant to Section 5.2 within the Calculated Maximum Potential Payout Amount determined in accordance with the Agreement (sometimes referred to as the “Committee-determined Award Date”); or (2) if a Change of Control has occurred and Grantee is deemed to have been awarded a Final Award pursuant to Section 6, the Award Date will be the date the Change of Control occurs (sometimes referred to as the “Change-of-Control-determined Award Date”).

14.6 “Benchmark Performance Index” has the meaning set forth in Section 3.3.

14.7 “Board” means the Board of Directors of PNC.

14.8 “Calculated Maximum Potential Payout Amount” means the maximum size of the award, denominated as a specified number of Share Units, that the Compensation Committee may award to Grantee based on the degree to which the specified corporate Performance Criteria have been achieved by the A&L Unit, the application of the applicable Annual Potential Payout Calculation Schedule established by the Compensation Committee to such performance results, and on Grantee’s level of satisfaction, or deemed satisfaction, of the service requirements and conduct provisions set forth in Section 4, including any limitations on the maximum potential payout amount that may apply in the circumstances (*e.g.*, in the case of a qualifying Retirement).

14.9 “Cause.”

(a) “Cause” on or after the occurrence of a Change of Control or for purposes of the definition of an Anticipatory Termination

If a termination of Grantee’s employment with the Corporation occurs on or within three (3) years after the occurrence of a Change of Control, then “Cause” means:

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

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

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

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

“Cause” shall also have the meaning set forth in this Section 14.9(a) for purposes of the definition of Anticipatory Termination in Section 14.4.

(b) “Cause” other than as provided in subsection (a)

Except as otherwise provided in Section 14.9(a), “Cause” means:

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

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

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

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

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

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

14.10 "CEO" means the chief executive officer of PNC.

14.11 "Change of Control" means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the "Outstanding PNC Common Stock") or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the "Outstanding PNC Voting Securities"); *provided, however*, that, for purposes of this Section 14.11(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an "Affiliated Company"), (4) any acquisition pursuant to an Excluded Combination (as defined in Section 14.11(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a "Business Combination"), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC's assets either directly or through one or more subsidiaries) in

substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

14.12 “Change of Control Coverage Period” means a period commencing on the occurrence of a Change of Control Triggering Event and ending upon the earlier to occur of (a) the date of a Change of Control Failure and (b) the date of a Change of Control.

After the termination of any Change of Control Coverage Period, another Change of Control Coverage Period will commence upon the occurrence of another Change of Control Triggering Event.

For purposes of this Agreement, “Change of Control Triggering Event” shall mean the occurrence of either of the following: (i) the Board or PNC’s shareholders approve a transaction described in subsection (c) of the definition of Change of Control contained in Section 14.11; or (ii) the commencement of a proxy contest in which any Person seeks to replace or remove a majority of the members of the Board.

For purposes of this Agreement, “Change of Control Failure” shall mean: (x) with respect to a Change of Control Triggering Event described in clause (i) of the definition above, PNC’s shareholders vote against the transaction approved by the Board or the agreement to consummate the transaction is terminated; or (y) with respect to a Change of Control Triggering Event described in clause (ii) of the definition above, the proxy contest fails to replace or remove a majority of the members of the Board.

14.13 “Change of Control Payout Percentage” has the meaning set forth in Section 6.1(a)(iv).

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

14.15 “Competitive Activity” means any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any of its subsidiaries (a) engaged in business activities similar to some or all of the business activities of PNC or any subsidiary as of Grantee’s Termination Date or (b) engaged in business activities which Grantee knows PNC or any subsidiary intends to enter within the first twelve (12) months after Grantee’s Termination Date or, if later and if applicable, after the date specified in clause (ii) of Section 14.19(a), in either case whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

14.16 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A.

14.16.1 “Corporate Performance Factor” has the meaning set forth in Section 14.23.

14.17 “Corporation” means PNC and its Consolidated Subsidiaries.

14.18 “Covered annual performance period” or “covered annual performance measurement period” or “covered performance period” or “covered annual period” or “covered period” with respect to a given year means the full year or portion of the year specified in the Agreement as the period for which A&L Unit performance is to be measured for purposes of determining an Annual Potential Payout Percentage for that given year. The covered annual performance period with respect to a given year may be

the full calendar year or the portion of the calendar year from January 1 through the quarter-end date specified by the Agreement.

14.19 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Grantee’s Termination Date and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or its delegate (if Grantee was an “executive officer” of PNC as defined in SEC Regulation S-K when he ceased to be an employee of the Corporation) or the CEO (if Grantee was not such an executive officer) determines that Grantee has engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to Grantee and, if so, determines that Grantee will be deemed to have engaged in Detrimental Conduct.

14.20 “Disabled” or “Disability” means, except as may otherwise be required by Section 409A, that Grantee either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. If Grantee has been determined to be eligible for Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

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

14.22 “Final Award” means the amount, if any, (a) awarded to Grantee by the Compensation Committee in accordance with Section 5.2, or (b) deemed to be awarded to Grantee pursuant to Section 6. The Final Award will be denominated as a specified number of awarded Share Units and will be payable in cash in accordance with Section 7.

14.23 “Final Potential Payout Percentage” or “Corporate Performance Factor.”

Section 5 Final Award Determination: Where a Final Award determination is made pursuant to the applicable subsections of Section 5, the “Final Potential Payout Percentage” or “Corporate Performance Factor” will be the percentage that is the weighted average (but in no event greater than 200.00%) of the Annual Potential Payout Percentages for all of the covered annual performance measurement periods in the applicable overall Performance Period, including those covered periods consisting of a full year, if any, and those, if any, consisting of a partial year (but in no event more than three covered periods in all).

Such weighted average will be calculated as follows:

(1) the sum of one, two or three amounts, as the case may be, for the one, two or three covered periods, as applicable, in the overall Performance Period specified in the Agreement, where the amount for a given covered period is calculated by the applicable subsection below:

(i) for any applicable full year covered annual performance period in the overall Performance Period, the amount will be the product of (a) the Annual Potential Payout Percentage for such full year covered period and (b) four (for the four full completed quarters in any such covered period);

(ii) for any applicable partial year covered annual performance period in the overall Performance Period, the amount will be the product of (a) the Annual Potential Payout Percentage for that partial year covered period and (b) the number of full completed quarters, if any, in such covered period;

divided by

(2) the total number of quarters in the applicable overall Performance Period.

If all of the Annual Potential Payout Percentages are 0%, then the Final Potential Payout Percentage or Corporate Performance Factor will be 0%.

Section 6 Final Award Calculation: Where a Final Award is deemed to be awarded pursuant to Section 6 by reason of the occurrence of a Change of Control, the Final Award payout calculation will be as set forth in the applicable subsection of Section 6.

14.24 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

14.25 “Grant Date” means the Grant Date set forth on page 1 of the Agreement and is the date as of which the 2011 Performance Units are authorized to be granted by the Compensation Committee in accordance with the Plan.

14.26 “Grantee” means the person to whom the 2011 Performance Units are granted and is identified as Grantee on page 1 of the Agreement.

14.27 “Internal Revenue Code” means the Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

14.28 “Performance Criteria” means the corporate performance standards established by the Compensation Committee as the performance criteria for the 2011 Performance Units as set forth in Section 3.

14.29 “Performance measurement date” has the meaning set forth in Section 5.1 or Section 6.1, as applicable, and refers to the last day of the applicable overall performance measurement period.

14.30 “Performance Period” has the meaning set forth in Section 3.2 and refers to the period during which corporate performance will be measured against the performance standards established by the Compensation Committee in accordance with the Agreement.

14.31 “Performance Units” or “2011 Performance Units” means the Share-denominated incentive award opportunity performance units granted to Grantee in accordance with Article 10.3 of the Plan and evidenced by the Agreement.

14.31.1 “Person” has the meaning set forth in Section 14.11(a).

14.32 "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

14.33 "PNC" means The PNC Financial Services Group, Inc.

14.34 "Prorate" or "Prorated" means multiplying by a fraction, sometimes referred to as the "proration factor," not to exceed 1 and determined as follows.

Where the Agreement specifies "prorating" or "prorating by quarters," the proration factor is the fraction equal to (a) the number of full quarters in the applicable overall Performance Period, (b) divided by twelve, which is the number of quarters in the full three year period from January 1, 2011 through December 31, 2013.

14.35 "Retiree." Grantee is sometimes referred to as a "Retiree" if Grantee Retires, as defined in Section 14.36.

14.36 "Retires" or "Retirement." Grantee "Retires" if his employment with the Corporation terminates at any time and for any reason (other than termination by reason of Grantee's death or by the Corporation for Cause and, if the Compensation Committee or the CEO so determines prior to such divestiture, other than by reason of termination in connection with a divestiture of assets or a divestiture of one or more subsidiaries of the Corporation) on or after the first date on which Grantee has both attained at least age fifty-five (55) and completed five (5) years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan. If Grantee "Retires" as defined herein, the termination of Grantee's employment with the Corporation is sometimes referred to as "Retirement."

14.37 "Schedule" is defined in Section 14.2.

14.38 "SEC" means the United States Securities and Exchange Commission.

14.39 "Section 409A" means Section 409A of the Internal Revenue Code.

14.40 "Service relationship" or "having a service relationship with the Corporation" means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

14.41 "Share" means a share of PNC common stock.

14.42 "Target Share Units" means the number of Share Units specified on page 1 of the Agreement as Target Share Units, subject to capital adjustments pursuant to Section 8 if any.

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

15. Grantee Covenants.

15.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 15 and 16 by virtue of receiving the 2011 Performance Units (regardless of whether a Final Award is ultimately determined and paid or of the size of such Final Award, if any); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

15.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 15.2 while employed by the Corporation and for a period of one year after Grantee's Termination Date regardless of the reason for such termination of employment.

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

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

Notwithstanding the above, if Grantee's employment with the Corporation is terminated by the Corporation and such termination is an Anticipatory Termination, then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 15.2 shall no longer apply and will be replaced with the following subsection (c):

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

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

15.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 15.4 shall be performed by Grantee without further compensation and will continue beyond Grantee's Termination Date.

16. Enforcement Provisions.

Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

16.2 Equitable Remedies. A breach of the provisions of any of Sections 15.2, 15.3 or 15.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

16.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 15.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

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

16.5 Severability. The restrictions and obligations imposed by Sections 15.2, 15.3, 15.4, 16.1 and 16.7 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon Grantee.

16.6 Reform. In the event any of Sections 15.2, 15.3 and 15.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

16.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 15.2, 15.3 and 15.4.

16.8 Compliance with Internal Revenue Code Section 409A. It is the intention of the parties that the 2011 Performance Units and the Agreement comply with the provisions of Section 409A to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Grantee agrees that PNC may, without the consent of Grantee, modify the Agreement to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

16.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent applicable to Grantee, the 2011 Performance Units, and any right to receive and retain any value pursuant to such Performance Units, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any “clawback” or similar policy of PNC in effect on the Grant Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

17. Acceptance of 2011 Performance Units; PNC Right to Cancel; Effectiveness of Agreement

If Grantee does not accept the 2011 Performance Units by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms thereof in any way, within thirty (30) days of receipt by Grantee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the 2011 Performance Units at any time prior to Grantee’s delivery to PNC of a copy of the Agreement executed by Grantee. Otherwise, upon execution and delivery of the Agreement by both PNC and Grantee, the Agreement is effective as of the Grant Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

SCHEDULE

* * *

ANNUAL POTENTIAL PAYOUT CALCULATION SCHEDULE
FOR
2011 PERFORMANCE UNITS

Final Award determination by the Compensation Committee pursuant to Section 5 of the 2011 Performance Units Award Agreement (the “Agreement”) requires the calculation of the Final Potential Payout Percentage (the Corporate Performance Factor) and the Calculated Maximum Potential Payout Amount, each as defined in the Agreement. Final Award calculation pursuant to Section 6 of the Agreement, if applicable, requires the calculation of the Change of Control Payout Percentage and the calculated final award as set forth in that section of the Agreement.

Those calculations, in turn, take into account the levels of investment performance achieved by the A&L Unit with respect to the corporate Performance Criteria, as measured annually and expressed as the Annual Potential Payout Percentages for the applicable covered annual performance measurement periods (which may be full or partial year periods as required by the Agreement) in the applicable overall Performance Period.

Unless and until amended prospectively by the Compensation Committee, this Schedule will be applied in order to generate an Annual Potential Payout Percentage for each of the applicable covered annual performance measurement periods in the applicable overall Performance Period.

Section 3 of the Agreement sets forth the corporate Performance Criteria, the applicable covered performance periods and Benchmark Performance Index for such periods, and measurement of the specified A&L Unit investment performance with respect to the corporate Performance Criteria for such periods.

Once this A&L Unit investment performance has been measured for the covered period of a given year and performance with respect to the corporate Performance Criteria for that period has been calculated and expressed in basis points, this Schedule uses the table that follows and interpolation to generate an Annual Potential Payout Percentage (ranging from 0% up through a maximum of 200.00%) for that given year based on such covered period performance.

Percentages are interpolated for performance between the points indicated on the table and are rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%. In no event will an Annual Potential Payout Percentage be greater than 200.00% or less than 0.00%.

The table used for this Schedule, as established by the Compensation Committee at the time it authorized the 2011 Performance Units, follows.

Measured A&L Unit Investment Performance Relative to Benchmark Performance Index (in basis points)	Annual Potential Payout Percentage
+40 basis points or higher	200%
+20 basis points	150%
0 basis points (at benchmark) to -25 basis points	100%
-35 basis points	40%
-40 basis points or below	0%

Compensation Committee Negative Discretion. Once the annual potential payout percentage for A&L Unit investment performance achieved for the given full year or partial-year covered annual performance period with respect to the corporate Performance Criteria has been determined using the table above, including interpolation where required, the Compensation Committee may decide, in its discretion, to reduce that percentage (as long as such decision is not made during a Change of Control Coverage Period, as defined in the Agreement, or after the occurrence of a Change of Control) but may not increase it.

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

* * *
2010 SPECIAL ACHIEVEMENT PERFORMANCE-BASED
RESTRICTED SHARE UNITS AWARD AGREEMENT
* * *

GRANTEE: [Name]
AWARD GRANT DATE: February 9, 2011
TARGET SHARE UNITS: [number of share units.]

1. Definitions.

Certain terms used in this 2010 Special Achievement Performance-Based Restricted Share Units Award Agreement (the "Agreement") are defined in Annex A (which is incorporated herein as part of the Agreement) or elsewhere in the Agreement, and such definitions will apply except where the context otherwise indicates.

In the Agreement, "PNC" means The PNC Financial Services Group, Inc., "Corporation" means PNC and its Consolidated Subsidiaries, and "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan.

2. Performance RSUs with Dividend Equivalents

Pursuant to the Plan and subject to the terms and conditions of the Agreement, PNC grants to the Grantee named above ("Grantee") a Share-denominated award opportunity of performance-based restricted share units ("Performance RSUs"), with the number of target share units set forth above, together with the opportunity to receive Dividend Equivalents ("Dividend Equivalents") with respect to those share units (together, the "Performance-Based Award"). The Performance-Based Award is subject to acceptance by Grantee in accordance with Section 18.

The Performance RSUs and related Dividend Equivalents are divided into four installments or tranches and are subject to the terms and conditions of this Agreement and to the Plan. These include (1) specified vesting conditions for each tranche that relate to a service requirement and to performance criteria based on compliance with tier 1 capital ratios required for well-capitalized institutions as established by PNC's regulators and (2) final award payout size adjustment, upward or downward within specified limits, for each tranche based on specified performance criteria that relate to one-year total shareholder return.

The four Performance RSUs and related Dividend Equivalents "Tranches" are set forth below:

- 25% of the target number of Share Units (rounded down to the nearest whole share) are in the first tranche and will relate to 2011 performance ("2011 Tranche" or "1st Tranche");
- another 25% of the target number of Share Units (rounded down to the nearest whole share) are in the second tranche and will relate to 2012 performance ("2012 Tranche" or "2nd Tranche");
- another 25% of the target number of Share Units (rounded down to the nearest whole share) are in the third tranche and will relate to 2013 performance ("2013 Tranche" or "3rd Tranche"); and

- the remaining 25% of the target number of Share Units are in the fourth tranche and will relate to 2014 performance (“2014 Tranche” or “4th Tranche”);

Provided that a Performance RSUs’ tranche vests in accordance with the terms of Section 5 and is not forfeited pursuant to Section 4, the size of the payout award amount for the Performance RSUs in that tranche will be based on the target number of share units in the tranche as adjusted upward or downward, if applicable, in accordance with the performance adjustment provisions of Section 6, and will be settled and paid, generally in shares of PNC common stock, pursuant to and in accordance with the terms of Sections 7 and 8. Provided that a Dividend Equivalents’ tranche is not forfeited pursuant to Section 4, the Dividend Equivalents that relate to such tranche will also vest when the related Performance RSUs in the tranche vest, the payout size for the Dividend Equivalents in the tranche will be adjusted to relate to the same number of adjusted share units as the adjusted share units of Performance RSUs in that same tranche that are being settled, and those Dividend Equivalents will be paid out in cash at the same time as their related Performance RSUs in accordance with the terms of Sections 7 and 8.

Performance RSUs that are forfeited by Grantee pursuant to the service or conduct provisions of Section 4 or that expire upon failure to vest in accordance with the performance vesting conditions of Section 5 will be cancelled, together with the Dividend Equivalents that relate to those Performance RSUs, without payment of any consideration by PNC.

Performance RSUs and Dividend Equivalents are not transferable. The Performance RSUs and Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Agreement prior to vesting and settlement, and are subject to upward or downward adjustment from the target number of share units, or share units to which they relate in the case of dividend equivalents, in accordance with Section 6.

3. Dividend Equivalents.

The Dividend Equivalents portion of a Tranche of share units represents the opportunity to receive a payout in cash of an amount equal to the cash dividends that would have been paid, without interest or reinvestment, between the Award Grant Date and the settlement date for that Tranche on a number of shares of PNC common stock equal to the performance-adjusted number of Share Units settled and paid out with respect to the related Performance RSUs in that same Tranche, if any, had such shares been issued and outstanding shares on the Award Grant Date and thereafter through the settlement date.

Dividend Equivalents are subject to the same service requirements, forfeiture events, performance vesting conditions, and performance-based payout size adjustments as the Performance RSUs to which they relate as set forth in Sections 4, 5 and 6, and will not be settled and paid unless and until such related Performance RSUs vest, are settled and are paid. Vested outstanding Dividend Equivalents will be settled and paid in accordance with Sections 7 and 8.

4. Forfeiture Upon Failure to Meet Service Requirements; Other Forfeiture Provisions.

4.1 Service Requirements. Grantee will fail to meet the service requirements for a given Tranche of Performance RSUs and related Dividend Equivalents in the event that Grantee does not continue to be employed by the Corporation through the earliest to occur of the following:

- (i) the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, with respect to the 1st, 2nd, 3rd, or 4th Tranche of the Performance RSUs and related Dividend Equivalents, as applicable;
- (ii) the date of Grantee’s death;
- (iii) Grantee’s Termination Date (as defined in Annex A) where Grantee’s employment was not terminated by the Corporation for Cause and where either
 - (a) Grantee’s termination

of employment qualifies as a Retirement (as defined in Annex A) or (b) Grantee's employment was terminated as of such date by the Corporation by reason of Grantee's Disability (as defined in Annex A); and

(iv) the day immediately prior to the date a Change of Control (as defined in Annex A) occurs.

4.2 Forfeiture of Performance-Based Award Upon Failure to Meet Service Requirements If, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements set forth in Section 4.1 with respect to one or more Tranches of Performance RSUs and related Dividend Equivalents, then all outstanding Performance RSUs that have so failed to meet such service requirements, together with the Dividend Equivalents related to such Tranche or Tranches of Performance RSUs, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date.

4.3 Forfeiture Upon Detrimental Conduct Determination by Designated Person Performance RSUs and related Dividend Equivalents that would otherwise remain outstanding after Grantee's Termination Date by reason of Section 4.1(iii) due to Grantee's qualifying Retirement or Disability termination, if any, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC in the event that, at any time prior to the date such units, if any, are settled in accordance with Section 7.5 or expire unvested pursuant to other provisions of the Agreement, PNC by PNC's Designated Person determines in its sole discretion that Grantee has engaged in Detrimental Conduct (each as defined in Annex A); *provided, however*, that no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death or on or after the date of a Change of Control.

4.4 Judicial Criminal Proceedings.

Any vesting and settlement, or settlement if vesting has already occurred, of Performance RSUs and related Dividend Equivalents that may otherwise remain outstanding after Grantee's Termination Date and have not yet been settled shall be automatically suspended if:

- At any time prior to the date such units are settled in accordance with Section 7.5 or expire unvested pursuant to other provisions of the Agreement,
- Any criminal charges are brought against Grantee, in an indictment or in other analogous formal charges commencing judicial criminal proceedings, alleging the commission of a felony that relates to or arises out of Grantee's employment or other service relationship with the Corporation.

Such suspension of vesting and settlement, or settlement if vesting has already occurred, shall continue until the earliest to occur of the following:

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

(2) resolution of the criminal proceedings in one of the following ways: (i) the charges as they relate to such alleged felony have been dismissed (with or without prejudice); (ii) Grantee has been acquitted of such alleged felony; or (iii) a criminal proceeding relating to such alleged felony has been completed without resolution (for example, as a result of a mistrial) and the relevant time period for recommencing criminal proceedings relating to such alleged felony has expired without any such recommencement;

(3) Grantee's death; or

(4) the occurrence of a Change of Control.

If the suspension is terminated by the occurrence of an event set forth in clause (1) above, the Performance RSUs, together with all related Dividend Equivalents, will, upon such occurrence, be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

If the suspension is terminated by the occurrence of an event set forth in clause (2), (3) or (4) above, vesting determinations and settlement shall proceed in accordance with Section 5.5 and Section 7.5 as applicable.

4.5 Termination of Performance-Based Award Upon Forfeiture of Units

The Performance-Based Award will terminate with respect to any Tranche or Tranches, as the case may be, of Performance RSUs and related Dividend Equivalents upon forfeiture and cancellation of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents pursuant to any of the provisions of Section 4.

Upon forfeiture and cancellation of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents pursuant to any of the provisions of Section 4, neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in the Performance RSUs or the related Dividend Equivalents evidenced by the Agreement with respect to that Tranche or those Tranches, as applicable.

5. Vesting Determinations; Expiration of Performance RSUs and Related Dividend Equivalents Upon Failure to Vest

5.1 Vesting Performance Conditions. Vesting of Performance RSUs and related Dividend Equivalents is subject to satisfaction or deemed satisfaction of the vesting performance condition for the applicable Tranche or Tranches of the Performance-Based Award as set forth in the applicable subsection of this Section 5.

Provided that the applicable Tranche or Tranches of Performance RSUs and related Dividend Equivalents are still outstanding and have not been forfeited pursuant to the service requirements or other forfeiture provisions of Section 4, vesting determinations will be made in accordance with Section 5.2, Section 5.3, Section 5.4 or Section 5.5, as applicable.

Any Tranche of the Performance-Based Award that fails to vest upon such final vesting determination and is no longer eligible for vesting in accordance with the applicable subsection of this Section 5 will expire and terminate unvested without payment of any consideration by PNC. Performance RSUs and related Dividend Equivalents that have met the service and vesting performance conditions of Section 4 and this Section 5 and are not forfeited pursuant to the other provisions of those Sections prior to the settlement date will be performance-adjusted, settled and paid in accordance with Sections 6, 7 and 8.

All determinations made by the Compensation Committee or by PNC's Designated Person hereunder shall be made in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

5.2 Vesting Determinations in Standard Circumstances — While Grantee is Still an Employee and there has not been a Change of Control

Provided that Grantee is still an employee of the Corporation on the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, such that the service requirements of Section 4.1(i) with respect to the applicable Tranche have been satisfied, and provided that a Change of Control has not occurred, then outstanding Performance RSUs and related Dividend Equivalents will vest as of the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, with respect to the 1st, 2nd, 3rd, or 4th

Tranche of the Performance RSUs and related Dividend Equivalents, as applicable, upon determination by the Compensation Committee that the vesting performance condition applicable for the Tranche has been met.

If a Change of Control occurs prior to the scheduled vesting date for an outstanding Tranche or Tranches of Performance RSUs and related Dividend Equivalents, vesting determinations will be made pursuant to Section 5.3.

The Vesting Performance Condition for a Tranche will be satisfied if PNC has, as of the applicable performance measurement date for that Tranche, met or exceeded the required tier 1 capital ratio established by PNC's primary Federal bank holding company regulator for well-capitalized institutions as then in effect and applicable to PNC.

For purposes of this Section 5.2, the applicable performance measurement date for a Tranche will be the year-end date immediately preceding the applicable scheduled vesting date for that Tranche (as specified in the paragraph above). For example, in order for the 1st Tranche to vest as of the 1st anniversary of the Award Grant Date, the specified tier 1 capital ratio must satisfy the Vesting Performance Condition as of December 31, 2011, for the 2nd Tranche, the specified tier 1 capital ratio must satisfy the Vesting Performance Condition as of December 31, 2012, *etc.*

The process of certification of the level of corporate achievement with respect to the vesting performance criteria will occur as soon as practicable after the applicable performance measurement date (in the case of determinations made pursuant to this Section 5.2, after the applicable year-end date). PNC will present information to the Compensation Committee with respect to (1) the minimum specified tier 1 capital ratio required to satisfy the applicable Vesting Performance Condition for the Tranche and (2) the applicable tier 1 capital ratio achieved by PNC with respect to the Tranche, which will be based on PNC's publicly reported financial results for the period ending on the applicable performance measurement date. Generally, this will be the public release of earnings results for PNC's fourth quarter that occurs after the year-end measurement date and prior to the vesting date for the Tranche, so that the Compensation Committee will be able to make its determination in late January or early February following the applicable performance year-end.

If the Compensation Committee determines that the applicable Vesting Performance Condition has been satisfied, the Tranche of Performance RSUs and related Dividend Equivalents will vest as of the scheduled vesting date for that Tranche; if not, such Tranche of Performance RSUs and related Dividend Equivalents will fail to vest and will expire unvested.

5.3 Vesting Determinations in the Event of a Change of Control While an Employee

In the event that (a) a Change of Control (as defined in Annex A) occurs prior to the time a Tranche of Performance RSUs and related Dividend Equivalents either vests or expires unvested in accordance with one of the other subsections of this Section 5 and (b) provided that Grantee was still an employee of the Corporation on the day immediately prior to the date the Change of Control occurs such that Grantee satisfies the service requirements of Section 4.1(iv), then:

(i) If the Vesting Performance Condition (as described in Section 5.2) is satisfied using the quarter-end date immediately preceding the Change of Control (or, if the Change of Control occurs on a quarter-end date, using the date of the Change of Control) as the applicable performance measurement date for the Vesting Performance Condition for all then outstanding and unvested Tranches, then any and all outstanding Tranche or Tranches, if applicable, of Performance RSUs and related Dividend Equivalents will vest as of the date that the Change of Control occurs (*i.e.*, the outstanding and unvested units and related dividend equivalents will vest as of the Change of Control date if PNC met or exceeded the then required tier 1 capital ratio for well-capitalized institutions as of the end of the last full quarter completed prior to or as of the date of the Change of Control); and

(ii) If the Vesting Performance Condition is not satisfied pursuant to Section 5.3(i) above or if the applicable service requirement set forth in clause (b) of this Section 5.3 is not met, then all outstanding and unvested Tranches of Performance RSUs and related Dividend Equivalents will fail to vest and will expire unvested as of the date the Change of Control occurs.

The process of vesting determination will occur as soon as practicable after the Change of Control date and will be based on the comparison of (1) the applicable tier 1 capital ratio performance achieved by PNC on the quarter-end performance measurement date described above as reflected in the publicly reported financial results for PNC for the period ending on that quarter-end date to (2) the minimum specified tier 1 capital ratio required to satisfy the Vesting Performance Condition.

In the event that Grantee was no longer an employee of the Corporation on the day immediately prior to the date of the Change of Control but satisfied the service requirements of Section 4.1(iii) by reason of a qualifying Disability or Retirement termination of employment and one or more Tranches of Performance RSUs and related Dividend Equivalents remain outstanding and eligible for vesting pursuant to Section 5.5 at the time the Change of Control occurs and have not been forfeited pursuant to any of the other provisions of Section 4, vesting determinations with respect to such Tranches will be made pursuant to Section 5.5(c).

5.4 Vesting Determinations in the Event of Death While an Employee

In the event of (a) Grantee's death prior to the time a Tranche of the Performance RSUs and related Dividend Equivalents either vests or expires unvested pursuant to one of the other subsections of this Section 5, and (b) provided that such Performance RSUs and related Dividend Equivalents have not been forfeited pursuant to Section 4 for any reason prior to Grantee's death, then:

- Provided that Grantee's death occurred while Grantee was still an employee of the Corporation such that the service requirements of Section 4.1(ii) were met, the Vesting Performance Conditions of this Section 5 will be deemed to have been satisfied and all then outstanding and unvested Tranches of Performance RSUs and related Dividend Equivalents will vest as of the date of Grantee's death.

If, prior to Grantee's death, Grantee ceased to be an employee of the Corporation but satisfied the service requirement of Section 4.1(iii) by reason of a qualifying Disability or Retirement termination of employment and provided that the unvested Tranche or Tranches of Performance RSUs and related Dividend Equivalents have not been forfeited since such termination of employment pursuant to any of the other provisions of Section 4 and were still outstanding and eligible for vesting at the time of Grantee's death, vesting determinations for such outstanding and unvested Tranche or Tranches will be made as set forth in Section 5.5(c).

5.5 Vesting Determinations Post-Employment in the Event of Termination of Employment by Reason of Qualifying Retirement or Disability

(a) In the event that (1) Grantee's employment with the Corporation was not terminated by the Corporation for Cause and either Grantee's termination of employment qualifies as a Retirement (as defined in Annex A) or Grantee's employment was terminated by the Corporation by reason of Grantee's Disability (as defined in Annex A) such that Grantee met the service requirements of Section 4.1(iii) and (2) such termination of employment occurs prior to the time a Tranche of Performance RSUs and related Dividend Equivalents either vests or expires unvested pursuant to Section 5.2 or Section 5.3, then:

- The service conditions for the remaining Tranche or Tranches of the Performance-Based Award are deemed to be met by reason of Section 4.1(iii), but any Tranche of Performance RSUs and related Dividend Equivalents outstanding as of Grantee's Retirement or other Termination Date will still be subject to forfeiture pursuant to the other provisions of Section 4 (including Sections 4.3 and 4.4) if, at any time prior to the applicable settlement date set forth in Section 7.5(a) for such Tranche, (i) the

Performance RSUs and related Dividend Equivalents are automatically forfeited upon resolution of judicial criminal proceedings as set forth in Section 4.4(1) or (ii) PNC by PNC's Designated Person determines in its sole discretion that Grantee has engaged in Detrimental Conduct and the Performance RSUs and related Dividend Equivalents are forfeited pursuant to Section 4.3; *provided that* no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death or on or after the date of a Change of Control.

- Provided that the Performance RSUs and related Dividend Equivalents have not been forfeited pursuant to Section 4 and are still outstanding and eligible for vesting at the time, the Compensation Committee will make a vesting determination with respect to each such eligible Tranche of Performance RSUs and related Dividend Equivalents at the time and in the manner that such determination would have been made pursuant to Section 5.2 had Grantee remained an employee of the Corporation, subject to the provisions of subsections (b) and (c) of this Section 5.5 in the event of a Change of Control or death, respectively.

If the Compensation Committee determines that the applicable Vesting Performance Condition has been satisfied, the Tranche of Performance RSUs and related Dividend Equivalents will vest as of the scheduled vesting date for that Tranche, subject to the forfeiture provisions of Sections 4.3 and 4.4 if applicable; if not, such Tranche of Performance RSUs and related Dividend Equivalents will fail to vest and will expire unvested.

In the event that prior to the applicable settlement date PNC's Designated Person determines that Grantee has engaged in Detrimental Conduct, all of the then outstanding Performance RSUs and Dividend Equivalents will be forfeited to PNC and cancelled upon such determination pursuant to Section 4.3. Performance RSUs and related Dividend Equivalents will also be cancelled if they are automatically forfeited pursuant to Section 4.4 prior to settlement.

If vesting has been suspended for pending judicial criminal proceedings pursuant to Section 4.4 and such suspension had not yet been lifted by the applicable scheduled vesting date for a Tranche but is lifted thereafter pursuant to an event that does not result in the automatic forfeiture of the Performance RSUs and related Dividend Equivalents, vesting determinations pursuant to subsection (a) of this Section 5.5 will proceed as promptly after the suspension is so lifted as practicable, but will in no event extend beyond December 31st of the calendar year in which such lifting of the suspension occurs.

If, after such lifting of the suspension, the Tranche has not been forfeited pursuant to Section 4 and the Compensation Committee determines that the applicable Vesting Performance Condition has been satisfied, the Tranche will vest as of the later of such determination date and the regularly scheduled vesting date for the Tranche; if the Compensation Committee determines that the applicable Vesting Performance Condition has not been satisfied, such Tranche will fail to vest and will expire unvested.

If a Change of Control occurs or Grantee dies prior to the time a vesting determination has been made with respect to one or more Tranches of Performance RSUs and related Dividend Equivalents pursuant to this subsection (a) of Section 5.5 and the Performance RSUs and related Dividend Equivalents have not been forfeited pursuant to Section 4.3 or Section 4.4 and are still outstanding, vesting determinations will be made pursuant to Section 5.5(b) or Section 5.5(c) as applicable.

(b) Change of Control After a Qualifying Retirement or Termination by Reason of Disability If a Change of Control occurs after Grantee's qualifying Retirement or termination of employment by the Corporation by reason of Grantee's Disability, but before a vesting determination has been made with respect to one or more Tranches of Performance RSUs and related Dividend Equivalents as

set forth above in subsection (a) of this Section 5.5, and provided that those Tranches of Performance RSUs and related Dividend Equivalents have not been forfeited pursuant to Section 4.3 or Section 4.4 and are still outstanding at the time the Change of Control occurs, vesting determinations will be made with respect to those Tranches pursuant to Section 5.3 as if Grantee had still been an employee of the Corporation as of the day immediately prior to the date the Change of Control occurs.

(c) Death After a Qualifying Retirement or Termination by Reason of Disability If Grantee dies after Grantee's qualifying Retirement or termination of employment by the Corporation by reason of Grantee's Disability, but before a vesting determination has been made with respect to one or more Tranches of Performance RSUs and related Dividend Equivalents as set forth above in subsection (a), or subsection (b) if applicable, of this Section 5.5, and provided that those Tranches of Performance RSUs and related Dividend Equivalents have not been forfeited pursuant to Section 4.3 or Section 4.4 and are still outstanding at the time of Grantee's death, then:

(i) If the Vesting Performance Condition (as described in Section 5.2) is satisfied using the quarter-end date immediately preceding the date of Grantee's death (or, if such death occurred on a quarter-end date, using the date of death) as the performance measurement date for the Vesting Performance Condition for all then outstanding and unvested Tranches, then any such outstanding Tranche (or Tranches, if applicable) of Performance RSUs and related Dividend Equivalents will vest as of the date of Grantee's death (*i.e.*, the outstanding and unvested units will vest as of the date of death if PNC met or exceeded the required tier 1 capital ratio for well-capitalized institutions as of the end of the last full quarter completed prior to or as of such date); and

(ii) If the Vesting Performance Condition is not satisfied pursuant to Section 5.5(c)(i) above, then all such outstanding and unvested Tranches of Performance RSUs and related Dividend Equivalents will fail to vest and will expire unvested as of the date of Grantee's death.

The Compensation Committee will review the applicable tier 1 capital ratio performance and make a vesting determination no later than December 31st of the calendar year in which Grantee's death occurs or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death.

5.6 Termination of Any Tranche of the Performance-Based Award that Fails to Vest or is Forfeited

The Performance-Based Award will terminate with respect to any Tranche or Tranches, as the case may be, of Performance RSUs and related Dividend Equivalents, without payment of any consideration by PNC, upon forfeiture and cancellation of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents (a) pursuant to the provisions of Section 4.2 upon failure to meet the service requirements set forth in Section 4.1, (b) pursuant to the provisions of Section 4.3 upon a Detrimental Conduct determination under that Section, (c) pursuant to the automatic forfeiture provisions of Section 4.4 on the occurrence of an event set forth in clause (1) of that Section, or (d) upon expiration for failure to vest pursuant to Section 5.2, Section 5.3 or Section 5.5.

Upon forfeiture and cancellation of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents pursuant to any of the forfeiture provisions of Section 4 or upon expiration of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents pursuant to any of the provisions of Sections 5.2, 5.3 or 5.5 for failure to vest, neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in the Performance RSUs or the related Dividend Equivalents evidenced by the Agreement with respect to that Tranche or those Tranches, as applicable.

6. Performance Adjustment of Outstanding Vested Performance RSUs and Related Dividend Equivalents

6.1 Performance Adjustment of Outstanding Units.

Once a Tranche of Performance RSUs and related Dividend Equivalents has met the service and performance conditions for vesting pursuant to Sections 4 and 5, the number of Share Units in that Tranche will be subject to performance adjustment as applicable in accordance with this Section 6 prior to settlement and payout of that portion of the Performance-Based Award in accordance with Sections 7 and 8.

The award payout on settlement for any such Tranche that has met the service and performance conditions for vesting pursuant to Sections 4 and 5 will be based on a number of Share Units (the "Payout Share Units") determined as percentage (the "Payout Percentage") of the target Share Units in the Tranche, rounded to the nearest one-hundredth with 0.005 Share Units being rounded upward to 0.01 Share Units. If a Tranche does not vest pursuant to one of the subsections of Section 5 or is forfeited prior to settlement pursuant to Section 4.3 or Section 4.4, if applicable, it will not remain outstanding and does not pay out at all.

6.2 Payout Percentage in Standard Circumstances While Grantee is an Employee or after a Qualifying Disability or Retirement Termination of Employment

For any Tranche of Performance RSUs and related Dividend Equivalents that vested pursuant to Section 5.2 or Section 5.5(a), the target number of Share Units in the Tranche will be performance adjusted by using a Payout Percentage that is adjusted upward or downward from 100% by up to 25 percentage points based on the "Payout Performance Criteria" described below.

For purposes of the Payout Performance Criteria, each Tranche relates to a given calendar year: the 1st Tranche (the one with a scheduled vesting date of the 1st anniversary of the Award Grant Date in February 2012) relates to 2011 and is sometimes referred to as the "2011 Tranche"; the 2nd Tranche relates in the same way to 2012 and is sometimes referred to as the "2012 Tranche"; *etc.* A Tranche that vests pursuant to Section 5.2 or Section 5.5(a) will vest on its scheduled vesting date.

The payout performance metric for the Payout Performance Criteria is total shareholder return for the year that relates to the given Tranche. For purposes of this measurement, total shareholder return performance ("TSR Performance") will mean the total shareholder return (*i.e.*, price change plus reinvestment of dividends) on PNC common stock for the applicable calendar year assuming an investment on the first day of the year is held through the last day of the applicable year and using, as the beginning and ending prices for purposes of that calculation, the closing price on the last trading day of the preceding year and on the last trading day of the applicable year, respectively. TSR Performance will be calculated to two places to the right of the decimal, rounded to the nearest one-hundredth with 0.005 being rounded upward to 0.01.

The Payout Percentage for a Tranche that vests pursuant to Section 5.2 or Section 5.5(a) will be 100% plus or minus (as applicable) the positive or negative TSR Performance of PNC for the year that relates to that Tranche up to a maximum of 25 percentage points either direction, such that the Payout Percentage will be no less than 75.00% and no more than 125.00%.

Thus, the number of Payout Share Units for a Tranche of Performance RSUs and related Dividend Equivalents that vested pursuant to Section 5.2 or Section 5.5(a) and is not forfeited prior to settlement pursuant to Section 4 will be the Payout Percentage of the number of target Share Units in the Tranche, rounded to the nearest one-hundredth with 0.005 Share Units being rounded upward to 0.01 Share Units). The portion of the Share Units in a Tranche that do not become Payout Share Units will be cancelled; that is, only the number of target share units that become Payout Share Units as a result of the Payout

Performance Criteria adjustment will be eligible to be the basis of the settlement and payout of the Performance RSUs and related Dividend Equivalents in the Tranche in accordance with Sections 7 and 8.

For example, if PNC's TSR Performance for 2012 is 10.16% and the 2012 Tranche vests pursuant to Section 5.2 (*i.e.*, Grantee is still an employee of the Corporation and meets the service requirement as of the 2nd anniversary of the Award Grant Date in February 2013 and PNC's tier 1 capital ratio as of December 31, 2012 meets or exceeds the tier 1 capital ratio then required by PNC's primary Federal bank holding company regulator for a well-capitalized institution), then the Payout Percentage would be 110.16%. Using this Payout Percentage of 110.16%, the award payout for the 2012 Tranche of Performance RSUs and related Dividend Equivalents in this example would be based on a number of Payout Share Units calculated as 110.16% of the target number of Share Units in that Tranche, rounded to the nearest one-hundredth, and would be settled and paid out in accordance with Sections 7 and 8, generally in February 2013.

If, in the same example, PNC's TSR Performance for 2012 were negative 10.16%, the Payout Percentage would be 89.84% and the award payout for the 2012 Tranche of Performance RSUs and related Dividend Equivalents would be based on a number of Payout Share Units calculated as 89.84% of the target number of Share Units in that Tranche, rounded to the nearest one-hundredth. The remaining portion of the target Share Units in the Tranche in this example would not be eligible to be the basis for settlement and payout.

6.3 Payout Percentage After a Change of Control or Death.

The Payout Percentage will be 100% for any Tranche of Performance RSUs and related Dividend Equivalents that vested pursuant to Section 5.3, Section 5.4, Section 5.5(b), or Section 5.5(c). Thus the number of Payout Share Units for a Tranche of outstanding Performance RSUs and related Dividend Equivalents that vested pursuant to one of those sections would be calculated as 100% of the target number of Share Units in that Tranche, rounded to the nearest one-hundredth Share Unit if the tranche is not in whole units (*e.g.*, if a capital adjustment pursuant to Section 10 resulted in a fractional share unit in the tranche).

7. Settlement Date.

7.1 Settlement of Outstanding Units. Performance RSUs and related Dividend Equivalents that (i) have been forfeited by Grantee pursuant to the service requirements or conduct provisions of Section 4 or (ii) have expired unvested and terminated pursuant to the applicable provisions of Section 5 as having failed to vest and no longer being eligible for vesting, will not settle and will be cancelled without payment of any consideration by PNC.

Performance RSUs and related Dividend Equivalents that have vested pursuant to one of the subsections of Section 5 (Section 5.2, 5.3, 5.4, 5.5(a), 5.5(b) or 5.5(c), as applicable) and that have not been forfeited prior to their settlement date pursuant to Section 4.3 or Section 4.4, if applicable, will be performance-adjusted, as applicable, as to the number of Share Units that will be the basis for payout on settlement (that is, the Payout Share Units for such Tranche of Performance RSUs and related Dividend Equivalents determined in accordance with the provisions of Section 6), and such Tranche of Performance RSUs and related Dividend Equivalents will be settled and paid out with respect to those Payout Share Units in accordance with the applicable provisions of Sections 7 and 8.

The applicable settlement date for a Tranche of Performance RSUs and related Dividend Equivalents ("Settlement Date") is determined by Section 7.2, 7.3, 7.4, 7.5(a), 7.5(b) or 7.5(c), based on the subsection of Section 5 that was applied in vesting the Performance RSUs and related Dividend Equivalents in such Tranche. Section 8 provides for the payout of such outstanding vested, performance-adjusted Performance RSUs and related Dividend Equivalents.

7.2 Settlement Date Where Vesting Determination is Made in Standard Circumstances Pursuant to Section 5.2 (While Grantee is Still an Employee and there has not been a Change of Control).

Where Grantee was still an employee of the Corporation on the applicable anniversary of the Award Grant Date and the outstanding Tranche of Performance RSUs and related Dividend Equivalents has satisfied the applicable vesting performance condition and vested pursuant to Section 5.2, the Settlement Date with respect to any such Tranche of Performance RSUs and related Dividend Equivalents will be the date as of which the Tranche vests, which will be:

- the scheduled vesting date for that Tranche (that is, as of the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, with respect to the 1st, 2nd, 3rd, or 4th Tranche, as applicable).

7.3 Settlement Date Where Vesting Determination is Made Upon the Occurrence of a Change of Control While Grantee is an Employee Pursuant to Section 5.3

Where a Change of Control has occurred, Grantee was still an employee of the Corporation on the day immediately prior to the date the Change of Control occurred, and the remaining outstanding Tranches of Performance RSUs and related Dividend Equivalents have satisfied the applicable vesting performance condition and vested pursuant to Section 5.3:

- The Settlement Date with respect to any such Tranche or Tranches of Performance RSUs and related Dividend Equivalents will be the date of the Change of Control, but only if the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code and any regulations, revenues procedures of revenue rulings issued by the Secretary of the United States Treasury applicable to such Section 409A; and
- If the Change of Control is not a permissible payment event under such Section 409A, the Settlement Date with respect to any such Tranche will be the anniversary of the Award Grant Date that would have been the scheduled vesting date for such Tranche had the Tranche vested pursuant to Section 5.2 rather than pursuant to Section 5.3.

7.4 Settlement Date Where Vesting Occurred Pursuant to Section 5.4 upon Grantee's Death While an Employee

In the event that the remaining outstanding Tranches of Performance RSUs and related Dividend Equivalents have vested pursuant to Section 5.4 upon Grantee's death while Grantee was still an employee of the Corporation:

- The Settlement Date with respect to any such Tranche or Tranches of Performance RSUs and related Dividend Equivalents will be the date of Grantee's death.

7.5 Settlement Date Where Vesting Occurred Post-Employment Pursuant to Section 5.5 Following Qualifying Disability or Retirement Termination

(a) Where the Tranche of Performance RSUs and related Dividend Equivalents has satisfied the applicable vesting performance condition and vested pursuant to Section 5.5(a) and provided that the Tranche is not forfeited prior to settlement pursuant to the conduct provisions of Section 4.3 or Section 4.4, if applicable, the Settlement Date with respect to any such Tranche of Performance RSUs and related Dividend Equivalents will be:

- the scheduled vesting date for that Tranche (that is, as of the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, with respect to the 1st, 2nd, 3rd, or 4th Tranche, as

applicable) *provided that* there either (i) has been no suspension of vesting and/or settlement of such Tranche pursuant to Section 4.4 or (ii) if there had been a suspension of vesting and/or settlement pursuant to that section, such suspension was lifted pursuant to the occurrence of an event that did not result in the forfeiture of the Tranche and such lifting occurred prior to the scheduled vesting date for that Tranche; or

- if there had been a suspension of vesting and/or settlement of such Tranche imposed pursuant to Section 4.4 and such suspension was lifted pursuant to the occurrence of an event that did not result in the forfeiture of the Tranche but the lifting of the suspension occurred after the scheduled vesting date for such Tranche, then the Settlement Date would be such later date as of which the Tranche has both vested pursuant to Section 5.5(a) and any suspension of settlement imposed pursuant to Section 4.4 has been lifted.

(b) Change of Control After a Qualifying Retirement or Termination by Reason of Disability Where the remaining Tranche or Tranches of Performance RSUs and related Dividend Equivalents were outstanding and had not been forfeited pursuant to Section 4 prior to the occurrence of the Change of Control, and such Tranche or Tranches have satisfied the applicable vesting performance condition and vested as of the Change in Control date pursuant to Section 5.5(b):

- The Settlement Date with respect to any such Tranche or Tranches of Performance RSUs and related Dividend Equivalents will be the date of the Change of Control, but only if the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code and any regulations, revenues procedures of revenue rulings issued by the Secretary of the United States Treasury applicable to such Section 409A; and
- If the Change of Control is not a permissible payment event under such Section 409A, the Settlement Date with respect to any such Tranche will be the anniversary of the Award Grant Date that would have been the scheduled vesting date for such Tranche had the Tranche vested pursuant to Section 5.5(a) rather than pursuant to Section 5.5(b).

(c) Death After a Qualifying Retirement or Termination by Reason of Disability Where the remaining Tranche or Tranches of Performance RSUs and related Dividend Equivalents were outstanding and had not been forfeited pursuant to Section 4 prior to Grantee's death, and such Tranche or Tranches have satisfied the applicable vesting performance condition and vested as of the date of Grantee's death pursuant to Section 5.5(c):

- The Settlement Date with respect to any such Tranche or Tranches of Performance RSUs and related Dividend Equivalents will be the date of Grantee's death.

8. Settlement Payout.

8.1 Settlement of Outstanding Units. Performance RSUs and related Dividend Equivalents that (i) have been forfeited by Grantee pursuant to the service requirements or conduct provisions of Section 4 or (ii) have expired unvested and terminated pursuant to the applicable provisions of Section 5 as having failed to vest and no longer being eligible for vesting, will not settle and will be cancelled without payment of any consideration by PNC.

Performance RSUs and related Dividend Equivalents that have vested pursuant to one of the subsections of Section 5 (Section 5.2, 5.3, 5.4, 5.5(a), 5.5(b) or 5.5(c), as applicable) and that have not been forfeited pursuant to Section 4.3 or Section 4.4, if applicable, prior to their Settlement Date as determined in accordance with the applicable subsection of Section 7 will be paid out with respect to the Payout Share Units determined in accordance with the provisions of Section 6 at the time and in the form set forth in the applicable subsection of this Section 8.

8.2 Settlement of Outstanding Units where there has not been a Change of Control.

(a) Timing. With respect to a Tranche or Tranches of Performance RSUs and related Dividend Equivalents that have a Settlement Date determined in accordance with Section 7.2, 7.4, 7.5(a) or 7.5(c), as the case may be, and have not been forfeited pursuant to Section 4.3 or Section 4.4 prior to settlement, payment will be made as follows:

Payment will be made to Grantee by PNC with respect to any such Tranche as soon as practicable following the applicable Settlement Date set forth in the applicable subsection of Section 7, generally within 30 days, but no later than December 31st of the calendar year in which the settlement date occurs; *provided, however*, that:

- If the Tranche of Performance RSUs and related Dividend Equivalents vested pursuant to Section 5.4 upon Grantee's death while an employee of the Corporation or was vested post-employment and after Grantee's death pursuant to a Compensation Committee determination that the applicable vesting performance condition had been met in accordance with Section 5.5(c), payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death; and
- Where the Settlement Date occurs pursuant to Section 7.5(a) following the lifting of a suspension imposed pursuant to Section 4.4, payment will be made no later than December 31st of the calendar year in which the Settlement Date occurs.

(b) Form of Payment. Except as otherwise set forth in Section 10, if applicable, such payment with respect to a given Tranche of Performance RSUs and related Dividend Equivalents will be made at the applicable time set forth above by delivery to Grantee or his or her representative as follows:

With respect to the Performance RSUs portion of the Tranche, settlement of the number of Payout Share Units determined in accordance with Section 6 for the Tranche being settled will be made by delivery of that number of whole Shares of PNC common stock equal to the number of whole Payout Share Units and by cash for any fractional Payout Share Unit as set forth in Section 8.4, or as otherwise determined pursuant to Section 10 if applicable.

With respect to the related Dividend Equivalents portion of the Tranche, settlement will be made by payment of cash in an amount equivalent to the amount of the cash dividends Grantee would have received, without interest on or reinvestment of such amounts, had Grantee been the record holder of a number of issued and outstanding Shares of PNC common stock equal to the number of Payout Share Units for that Tranche for the period beginning on the Award Grant Date and through the Settlement Date for such Tranche, subject to adjustment if any pursuant to Section 10.

(c) Disputes. If there is a dispute regarding payment of a final award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth above in this Section 8.2, and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the Internal Revenue Code.

8.3 Settlement of Outstanding Units after a Change of Control.

(a) Timing. With respect to a Tranche or Tranches of Performance RSUs and related Dividend Equivalents that have satisfied the applicable performance condition and vested pursuant to Section 5.3 or Section 5.5(b) and have a Settlement Date determined in accordance with Section 7.3 or 7.5(b), as the case may be, and have not been forfeited pursuant to Section 4.3 or Section 4.4 prior to the occurrence of the Change of Control, payment will be made as follows:

Payment will be made to Grantee by PNC with respect to any such Tranche at the time set forth in subsection (a)(1) of this Section 8.3 unless payment at such time would be a noncompliant payment under Section 409A of the Internal Revenue Code, and otherwise, at the time set forth in subsection (a)(2) of this Section 8.3, in either case as further described below.

(1) If, under the circumstances, the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code, payment of any such outstanding Tranche that satisfied the performance vesting criteria pursuant to Section 5.3 or 5.5(b) and has a Settlement Date in accordance with Section 7.3 or 7.5(b), as the case may be, will be made as soon as practicable after the date that the data was available and the determination made that such Tranche has vested in accordance with Section 5.3 or 5.5(b), as applicable, but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

(2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code, then payment will be made with respect to each Tranche of Performance RSUs and related Dividend Equivalents being settled as soon as practicable after the anniversary of the Award Grant Date that would have been the scheduled vesting date for such Tranche had the Tranche vested pursuant to Section 5.2 rather than Section 5.3 or pursuant to Section 5.5(a) rather than Section 5.5(b), as the case may be, but in no event later than December 31st of the year in which such scheduled vesting date occurs.

(b) Form of Payment

(1) If, under the circumstances, the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code and payment with respect to a Tranche or Tranches of Performance RSUs and related Dividend Equivalents is made at the time specified in Section 8.3(a)(1), then payment with respect to any such Tranche will be in an amount equal to the base amounts for the Performance RSUs and the Dividend Equivalents as described below in subsection (2)(A) of Section 8.3(b).

Payment of this amount will be made entirely in cash if so provided in the circumstances pursuant to Section 10.2(c), valued as provided in Section 10.2. Otherwise, payment of the Performance RSUs base amount will be made in the form of whole shares of PNC common stock (valued at Fair Market Value or as otherwise provided in Section 10, as applicable, as of the date of the Change of Control) and cash for any fractional interest, and payment of the Dividend Equivalents base amount (valued as provided in Section 10, as applicable) will be paid in the form of cash.

(2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code and payment with respect to the Tranche or Tranches of Performance RSUs and related Dividend Equivalents being settled will be made at the time or times specified in Section 8.3(a)(2), then such payments will be made entirely in cash and the payment amount with respect to any such Tranche will be in an amount equal to (X) plus (Y), where (X) is the Performance RSUs base amount described below in subsection (A) of this Section 8.2(b)(2) plus the phantom investment amount for the Performance RSUs base amount described below in subsection (B) of this Section 8.3(b)(2) and (Y) is the Dividend Equivalents base amount described below in subsection (A) of this Section 8.2(b)(2) plus the phantom investment amount for the Dividend Equivalents base amount described below in subsection (B) of this Section 8.2(b)(2).

(A) Base Amounts. The Performance RSUs base amount will be an amount equal to the number of Payout Share Units determined in accordance with Section 6 for the settled Tranche being paid multiplied by the Fair Market Value (as defined in Annex A) of a share of PNC common stock on the date of the Change of Control or by the per share value provided pursuant to Section 10 as applicable.

The Dividend Equivalents base amount for a settled Tranche being paid will be an amount equivalent to the amount of the cash dividends Grantee would have received, without interest on or reinvestment of such amounts, had Grantee been the record holder of a number of issued and outstanding shares of PNC common stock equal to the number of Payout Share Units for that Tranche for the period beginning on the Award Grant Date and through the date of the Change of Control, subject to adjustment if any pursuant to Section 10.

(B) Phantom Investment Amounts. The phantom investment amount for the Performance RSUs base amount with respect to the settled Tranche being paid will be either (i) or (ii), whichever is larger: (i) interest on the Performance RSUs base amount described in Section 8.3(b)(2)(A) from the date of the Change of Control through the payment date for that Tranche at the short-term, mid-term or long-term Federal rate under Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually; or (ii) a phantom investment amount with respect to said base amount that reflects, if positive, the performance of the PNC stock or other consideration received by a PNC common shareholder in the Change of Control transaction, with dividends reinvested in such stock, from the date of the Change of Control through the payment date for that Tranche.

The phantom investment amount for the Dividend Equivalents base amount with respect to the settled Tranche being paid will be interest on the Dividend Equivalents base amount described in Section 8.3(b)(2)(A) from the date of the Change of Control through the payment date for that Tranche at the short-term, mid-term or long-term Federal rate under Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually.

PNC may, at its option, provide other phantom investment alternatives in addition to those referenced in the preceding two paragraphs of this Section 8.3(b)(2)(B) and may permit Grantee to make a phantom investment election from among such alternatives under and in accordance with procedures established by PNC, but any such alternatives must provide for at least the two phantom investments set forth in Section 8.3(b)(2)(B)(i) and (ii) with respect to the Performance RSUs base amount at a minimum and for at least the one phantom investment set forth in this Section 8.3(b)(2)(B) for the Dividend Equivalents base amount at a minimum.

The phantom investment amounts will be applicable only in the event that payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code and thus payment is made at the time specified in Section 7.2(a)(2) rather than at the time specified in Section 7.2(a)(1).

(c) Disputes. If there is a dispute regarding payment of a final award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth in the applicable subsection of Section 8.3(a), and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the Internal Revenue Code.

8.4 Final Award Fully Vested. A final award, if any, will be fully vested as of the applicable Settlement Date. Any Shares issued pursuant to this Section 8 will be fully vested at the time of issuance, and PNC will issue any such Shares and deliver any cash payable pursuant to this Section 8 to, or at the proper direction of, Grantee or Grantee's legal representative, as determined in good faith by the Committee, at the time specified in the applicable subsection of Section 8.2 or Section 8.3, whichever is applicable.

No fractional shares will be issued. If a final award payment is payable in Shares and includes a fractional interest, such fractional interest will be liquidated on the basis of the then current Fair Market Value of PNC common stock, or as otherwise provided in Section 10, if applicable, and paid to Grantee or Grantee's legal representative in cash at the time the Shares are issued pursuant to this Section 8.

In the event that Grantee is deceased, payment will be delivered to the executor or administrator of Grantee's estate or to Grantee's other legal representative, as determined in good faith by the Committee.

9. No Rights as Shareholder Until Issuance of Shares. Grantee will have no rights as a shareholder of PNC by virtue of this Performance-Based Award unless and until shares of PNC stock are issued and delivered in settlement of vested outstanding Performance RSUs pursuant to Section 8.

10. Capital Adjustments.

10.1 Except as otherwise provided in Section 10.2, if applicable, if corporate transactions such as stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC ("Corporate Transactions") occur prior to the time, if any, an outstanding, vested Tranche of Performance RSUs and related Dividend Equivalents is settled and paid, the Compensation Committee shall make those adjustments, if any, in the number, class or kind of the Target Share Units that relate to any such Tranche of Performance RSUs and related Dividend Equivalents that it deems appropriate in its discretion to reflect Corporate Transactions such that the rights of Grantee are neither enlarged nor diminished as a result of such Corporate Transactions, including without limitation (a) measuring the value per Share Unit of any share-denominated award authorized for payment to Grantee by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transactions, and (b) authorizing payment of the entire value of any award amount authorized for payment to Grantee pursuant to Section 8 to be paid in cash at the time otherwise specified in Section 8.

All determinations hereunder shall be made by the Compensation Committee in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

10.2 Upon the occurrence of a Change of Control, (a) the number, class and kind of the Target Share Units that relate to any then outstanding Tranche of Performance RSUs and related Dividend Equivalents will automatically be adjusted to reflect the same changes as are made to outstanding shares of PNC common stock generally, (b) the value per Share Unit to be used in calculating the base amount described in Section 8.3(b) of any award payment to be made to Grantee in accordance with Section 8.3 will be measured by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction or Transactions if applicable, and (c) if the effect of the Corporate Transaction or Transactions on a PNC common shareholder is to convert that shareholder's holdings into consideration that does not consist solely (other than as to a minimal amount) of shares of PNC common stock, then the entire value of any amounts payable to Grantee pursuant to Section 8 will be paid solely in cash at the time otherwise specified in Section 8.

11. Prohibitions Against Sale, Assignment, etc.; Payment to Legal Representative.

(a) Performance RSUs and related Dividend Equivalents may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered.

(b) If Grantee is deceased at the time any portion of the Performance-Based Award is settled and paid in accordance with the terms of Sections 7 and 8, such delivery of shares and/or other payment will be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by the Compensation Committee.

(c) Any delivery of shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative shall extinguish all right to payment hereunder.

12. Withholding Taxes.

Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time any tax withholding obligation arises in connection herewith, retain an amount sufficient to satisfy

the minimum amount of taxes then required to be withheld by the Corporation in connection therewith from any amounts then payable hereunder to Grantee. If any withholding is required prior to the time amounts are payable to Grantee hereunder, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

To the extent, if any, that payment of any amounts then payable to Grantee hereunder is settled in cash, the Corporation will withhold first from such cash portion of the payment of such amounts unless the Compensation Committee determines otherwise. If the amount so withheld is not sufficient or if there is no such cash portion, the Corporation will retain whole shares of PNC common stock from any amounts payable to Grantee hereunder in the form of Shares, until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligations.

For purposes of this Section 12, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value (as defined in Annex A) on the date the tax withholding obligation arises.

If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding by payment of cash. PNC will not retain Shares for this purpose. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection herewith, no additional withholding may be made.

13. Employment. Neither the granting of the Performance-Based Award nor the calculation, determination and payment with respect to any vested and outstanding portion of such Performance-Based Award authorized hereunder nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

14. Subject to the Plan and the Compensation Committee. In all respects the Performance-Based Award and the Agreement are subject to the terms and conditions of the Plan, which has been made available to Grantee and is incorporated herein by reference; *provided, however*, the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. Further, the Performance-Based Award and the Agreement are subject to any interpretation of, and any rules and regulations issued by, the Compensation Committee or its delegate or under the authority of the Compensation Committee, whether made or issued before or after the Award Grant Date.

15. Headings; Entire Agreement. Headings used in the Agreement are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement.

The Agreement constitutes the entire agreement between Grantee and PNC with respect to the subject matters addressed herein, and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties concerning the subject matters hereof.

16. Grantee Covenants.

16.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 16 and 17 by virtue of receiving this Performance-Based Award (regardless of whether such share units or any portion thereof ultimately vest and settle); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

16.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 16.2 while employed by the Corporation and for a period of one year after Grantee's Termination Date regardless of the reason for such termination of employment.

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

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

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

16.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 16.4 shall be performed by Grantee without further compensation and will continue beyond Grantee's Termination Date.

17. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

17.2 Equitable Remedies. A breach of the provisions of any of Sections 16.2, 16.3 or 16.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

17.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 16.2 by legal proceedings, the period during which Grantee shall

comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

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

17.5 Severability. The restrictions and obligations imposed by Sections 16.2, 16.3, 16.4, 17.1 and 17.7 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon Grantee.

17.6 Reform. In the event any of Sections 16.2, 16.3 and 16.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

17.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 16.2, 16.3 and 16.4.

17.8. Compliance with Internal Revenue Code Section 409A. It is the intention of the parties that the Performance-Based Award and the Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Grantee agrees that PNC may, without the consent of Grantee, modify the Agreement and the Performance-Based Award to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

17.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent applicable to Grantee, the Performance-Based Award, and any right to receive and retain any Shares or other value pursuant to such Award, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any "clawback" or similar policy of PNC in effect on the Award Grant Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

18. Acceptance of Performance-Based Award; PNC Right to Cancel; Effectiveness of Agreement.

If Grantee does not accept the Performance-Based Award by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms thereof in any way, within 30 days of receipt by Grantee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the Performance-Based Award at any time prior to Grantee's delivery to PNC of a copy of the Agreement

executed by Grantee. Otherwise, upon execution and delivery of the Agreement by both PNC and Grantee, the Agreement is effective as of the Award Grant Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

ANNEX A
CERTAIN DEFINITIONS

* * *

A.1 “Agreement” means the 2010 Special Achievement Performance-Based Restricted Share Units Award Agreement between PNC and Grantee evidencing the Performance RSUs and related Dividend Equivalents award opportunity granted to Grantee pursuant to the Plan.

A.2 “Award Grant Date” means the Award Grant Date set forth on page 1 of the Agreement, and is the date as of which the award opportunity of Performance RSUs and related Dividend Equivalents (together, the “Performance-Based Award”) is authorized to be granted by the Compensation Committee in accordance with the Plan.

A.3 “Board” means the Board of Directors of PNC.

A.4 “Cause” means:

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

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

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

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

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

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

A.5 “CEO” means the chief executive officer of PNC.

A.6 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”); *provided, however*, that, for purposes

of this Section A.6(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an "Affiliated Company"), (4) any acquisition pursuant to an Excluded Combination (as defined in Section A.6(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a "Business Combination"), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an "Excluded Combination"); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

A.7 "Compensation Committee" means the Personnel and Compensation Committee of the Board or such person or persons as may be designated or appointed by that committee as its delegate or designee.

A.8 "Competitive Activity" means any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any of its subsidiaries (a) engaged in business activities similar to some or all of the business activities of PNC or any subsidiary as of Grantee's Termination Date or (b) engaged in business activities which Grantee knows PNC or any subsidiary intends to enter within the first twelve (12) months after Grantee's Termination Date or, if later and if applicable, after the date specified in clause (ii) of Section A.12(a), in either case whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

A.9 "Consolidated Subsidiary" means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under generally accepted accounting principles and (2) satisfies the definition of "service recipient" under Section 409A of the Internal Revenue Code.

A.10 “Corporation” means PNC and its Consolidated Subsidiaries.

A.11 “Designated Person” will be either: (a) the Compensation Committee or its delegate, if Grantee was a member of the Corporate Executive Group (or equivalent successor classification) or was subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities when he or she ceased to be an employee of the Corporation; or (b) the Chief Human Resources Officer of PNC, if Grantee is not within one of the groups specified in Section A.11(a).

A.12 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Grantee’s Termination Date and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when PNC, by PNC’s Designated Person, determines that Grantee has engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to Grantee and, if so, determines that Grantee will be deemed to have engaged in Detrimental Conduct.

A.13 “Disabled” or “Disability” means, except as may otherwise be required by Section 409A of the Internal Revenue Code, that Grantee either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. If Grantee has been determined to be eligible for Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

A.14 “Dividend Equivalents” means the opportunity to receive dividend-equivalents granted to Grantee in connection with the Performance RSUs to which they relate and evidenced by the Agreement.

A.15 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means the average of the reported high and low trading prices on the New York Stock Exchange (or such successor reporting system as PNC may select) for a share of PNC common stock on such date, or, if no PNC common stock trades have been reported on such exchange for that day, the average of such prices on the next preceding day and the next following day for which there were reported trades.

A.16 “Grantee” means the person to whom the Performance RSUs with related Dividend Equivalents award opportunity is granted and is identified as Grantee on page 1 of the Agreement.

A.17 “Internal Revenue Code” means the Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

A.18 “Payout Share Units” means the performance-adjusted number of Share Units calculated in accordance with Section 6 and eligible to be used in determining the payout amount for a Tranche of

Performance RSUs and related Dividend Equivalents that are settled and paid out in accordance with Sections 7 and 8 of the Agreement.

A.19 “Performance-Based Award” means the Performance RSUs and related Dividend Equivalents award opportunity granted to Grantee pursuant to the Plan and evidenced by the Agreement.

A.20 “Performance measurement date” means, with respect to the Vesting Performance Condition, the year-end or other quarter-end date specified by the applicable provisions of Section 5 of the Agreement as the date as of which the Vesting Performance Condition for a Tranche or Tranches of Performance RSUs and related Dividend Equivalents will be measured to determine whether or not the Vesting Performance Condition for such Tranche or Tranches has been satisfied.

A.21 “Performance RSUs” means the Share-denominated award opportunity performance-based restricted share units granted to Grantee in accordance with Article 10 of the Plan and evidenced by the Agreement.

A.22 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

A.23 “PNC” means The PNC Financial Services Group, Inc.

A.24 “Retiree.” Grantee is sometimes referred to as a “Retiree” if Grantee Retires, as defined in Section A.25.

A.25 “Retires” or “Retirement.” Grantee “Retires” if his or her employment with the Corporation terminates at any time and for any reason (other than termination by reason of Grantee’s death or by the Corporation for Cause and, if the Compensation Committee or the CEO so determines prior to such divestiture, other than by reason of termination in connection with a divestiture of assets or a divestiture of one or more subsidiaries of the Corporation) on or after the first date on which Grantee has both attained at least age fifty-five (55) and completed five (5) years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan.

If Grantee “Retires” as defined herein, the termination of Grantee’s employment with the Corporation is sometimes referred to as “Retirement” and such Grantee’s Termination Date is sometimes also referred to as Grantee’s “Retirement Date.”

A.26 “Section 409A” means Section 409A of the Internal Revenue Code.

A.27 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

A.28 “Settlement Date” has the meaning set forth in Section 7 of the Agreement.

A.29 “Share” means a share of PNC common stock.

A.30 “Target Share Units” means the number of share units specified on page 1 of the Agreement as the Target Share Units, subject to capital adjustments pursuant to Section 10 of the Agreement if any.

A.31 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under generally accepted accounting principles and Grantee does not

continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee's employment with the Corporation terminates effective at the time this occurs.

A.32 "Tranche" means one of the four installments into which the Performance RSUs and related Dividend Equivalents of the Performance-Based Award have been divided as specified in Section 2 of the Agreement.

A.33 "TSR Performance" has the meaning set forth in Section 6 of the Agreement.

A.34 "Vesting Performance Condition" The vesting performance condition for a Tranche or Tranches of the Performance-Based Award is set forth in the applicable subsection of Section 5 of the Agreement.

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

* * *
2011 PERFORMANCE-BASED RESTRICTED SHARE UNITS
AWARD AGREEMENT
* * *

GRANTEE: [Name]
AWARD GRANT DATE: February 9, 2011
TARGET SHARE UNITS: [number of share units]

1. Definitions

Certain terms used in this 2011 Performance-Based Restricted Share Units Award Agreement (the "Agreement") are defined in Annex A (which is incorporated herein as part of the Agreement) or elsewhere in the Agreement, and such definitions will apply except where the context otherwise indicates.

In the Agreement, "PNC" means The PNC Financial Services Group, Inc., "Corporation" means PNC and its Consolidated Subsidiaries, and "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan.

2. Performance RSUs with Dividend Equivalents

Pursuant to the Plan and subject to the terms and conditions of the Agreement, PNC grants to the Grantee named above ("Grantee") a Share-denominated award opportunity of performance-based restricted share units ("Performance RSUs"), with the number of target share units set forth above, together with the opportunity to receive Dividend Equivalents ("Dividend Equivalents") with respect to those share units (together, the "Performance-Based Award"). The Performance-Based Award is subject to acceptance by Grantee in accordance with Section 18.

The Performance RSUs and related Dividend Equivalents are divided into four installments or tranches and are subject to the terms and conditions of this Agreement and to the Plan. These include (1) specified vesting conditions for each tranche that relate to a service requirement and to performance criteria based on compliance with tier 1 capital ratios required for well-capitalized institutions as established by PNC's regulators and (2) final award payout size adjustment, upward or downward within specified limits, for each tranche based on specified performance criteria that relate to one-year total shareholder return.

The four Performance RSUs and related Dividend Equivalents "Tranches" are set forth below:

- 25% of the target number of Share Units (rounded down to the nearest whole share) are in the first tranche and will relate to 2011 performance ("2011 Tranche" or "1st Tranche");
- another 25% of the target number of Share Units (rounded down to the nearest whole share) are in the second tranche and will relate to 2012 performance ("2012 Tranche" or "2nd Tranche");
- another 25% of the target number of Share Units (rounded down to the nearest whole share) are in the third tranche and will relate to 2013 performance ("2013 Tranche" or "3rd Tranche"); and

- the remaining 25% of the target number of Share Units are in the fourth tranche and will relate to 2014 performance ("2014 Tranche" or "4th Tranche");

Provided that a Performance RSUs' tranche vests in accordance with the terms of Section 5 and is not forfeited pursuant to Section 4, the size of the payout award amount for the Performance RSUs in that tranche will be based on the target number of share units in the tranche as adjusted upward or downward, if applicable, in accordance with the performance adjustment provisions of Section 6, and will be settled and paid, generally in shares of PNC common stock, pursuant to and in accordance with the terms of Sections 7 and 8. Provided that a Dividend Equivalents' tranche is not forfeited pursuant to Section 4, the Dividend Equivalents that relate to such tranche will also vest when the related Performance RSUs in the tranche vest, the payout size for the Dividend Equivalents in the tranche will be adjusted to relate to the same number of adjusted share units as the adjusted share units of Performance RSUs in that same tranche that are being settled, and those Dividend Equivalents will be paid out in cash at the same time as their related Performance RSUs in accordance with the terms of Sections 7 and 8.

Performance RSUs that are forfeited by Grantee pursuant to the service or conduct provisions of Section 4 or that expire upon failure to vest in accordance with the performance vesting conditions of Section 5 will be cancelled, together with the Dividend Equivalents that relate to those Performance RSUs, without payment of any consideration by PNC.

Performance RSUs and Dividend Equivalents are not transferable. The Performance RSUs and Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Agreement prior to vesting and settlement, and are subject to upward or downward adjustment from the target number of share units, or share units to which they relate in the case of dividend equivalents, in accordance with Section 6.

3. Dividend Equivalents.

The Dividend Equivalents portion of a Tranche of share units represents the opportunity to receive a payout in cash of an amount equal to the cash dividends that would have been paid, without interest or reinvestment, between the Award Grant Date and the settlement date for that Tranche on a number of shares of PNC common stock equal to the performance-adjusted number of Share Units settled and paid out with respect to the related Performance RSUs in that same Tranche, if any, had such shares been issued and outstanding shares on the Award Grant Date and thereafter through the settlement date.

Dividend Equivalents are subject to the same service requirements, forfeiture events, performance vesting conditions, and performance-based payout size adjustments as the Performance RSUs to which they relate as set forth in Sections 4, 5 and 6, and will not be settled and paid unless and until such related Performance RSUs vest, are settled and are paid. Vested outstanding Dividend Equivalents will be settled and paid in accordance with Sections 7 and 8.

4. Forfeiture Upon Failure to Meet Service Requirements; Other Forfeiture Provisions.

4.1 Service Requirements. Grantee will fail to meet the service requirements for a given Tranche of Performance RSUs and related Dividend Equivalents in the event that Grantee does not continue to be employed by the Corporation through the earliest to occur of the following:

- (i) the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, with respect to the 1st, 2nd, 3rd, or 4th Tranche of the Performance RSUs and related Dividend Equivalents, as applicable;
- (ii) the date of Grantee's death;
- (iii) Grantee's Termination Date (as defined in Annex A) where Grantee's employment was not terminated by the Corporation for Cause and where either (a) Grantee's termination of employment qualifies as a Retirement (as defined in Annex A) or (b) Grantee's

employment was terminated as of such date by the Corporation by reason of Grantee's Disability (as defined in Annex A); and

(iv) the day immediately prior to the date a Change of Control (as defined in Annex A) occurs.

4.2 Forfeiture of Performance-Based Award Upon Failure to Meet Service Requirements If, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements set forth in Section 4.1 with respect to one or more Tranches of Performance RSUs and related Dividend Equivalents, then all outstanding Performance RSUs that have so failed to meet such service requirements, together with the Dividend Equivalents related to such Tranche or Tranches of Performance RSUs, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date.

4.3 Forfeiture Upon Detrimental Conduct Determination by Designated Person Performance RSUs and related Dividend Equivalents that would otherwise remain outstanding after Grantee's Termination Date by reason of Section 4.1(iii) due to Grantee's qualifying Retirement or Disability termination, if any, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC in the event that, at any time prior to the date such units, if any, are settled in accordance with Section 7.5 or expire unvested pursuant to other provisions of the Agreement, PNC by PNC's Designated Person determines in its sole discretion that Grantee has engaged in Detrimental Conduct (each as defined in Annex A); *provided, however*, that no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death or on or after the date of a Change of Control.

4.4 Judicial Criminal Proceedings.

Any vesting and settlement, or settlement if vesting has already occurred, of Performance RSUs and related Dividend Equivalents that may otherwise remain outstanding after Grantee's Termination Date and have not yet been settled shall be automatically suspended if:

- At any time prior to the date such units are settled in accordance with Section 7.5 or expire unvested pursuant to other provisions of the Agreement,
- Any criminal charges are brought against Grantee, in an indictment or in other analogous formal charges commencing judicial criminal proceedings, alleging the commission of a felony that relates to or arises out of Grantee's employment or other service relationship with the Corporation.

Such suspension of vesting and settlement, or settlement if vesting has already occurred, shall continue until the earliest to occur of the following:

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

(2) resolution of the criminal proceedings in one of the following ways: (i) the charges as they relate to such alleged felony have been dismissed (with or without prejudice); (ii) Grantee has been acquitted of such alleged felony; or (iii) a criminal proceeding relating to such alleged felony has been completed without resolution (for example, as a result of a mistrial) and the relevant time period for recommencing criminal proceedings relating to such alleged felony has expired without any such recommencement;

(3) Grantee's death; or

(4) the occurrence of a Change of Control.

If the suspension is terminated by the occurrence of an event set forth in clause (1) above, the Performance RSUs, together with all related Dividend Equivalents, will, upon such occurrence, be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

If the suspension is terminated by the occurrence of an event set forth in clause (2), (3) or (4) above, vesting determinations and settlement shall proceed in accordance with Section 5.5 and Section 7.5 as applicable.

4.5 Termination of Performance-Based Award Upon Forfeiture of Units

The Performance-Based Award will terminate with respect to any Tranche or Tranches, as the case may be, of Performance RSUs and related Dividend Equivalents upon forfeiture and cancellation of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents pursuant to any of the provisions of Section 4.

Upon forfeiture and cancellation of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents pursuant to any of the provisions of Section 4, neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in the Performance RSUs or the related Dividend Equivalents evidenced by the Agreement with respect to that Tranche or those Tranches, as applicable.

5. Vesting Determinations; Expiration of Performance RSUs and Related Dividend Equivalents Upon Failure to Vest

5.1 Vesting Performance Conditions. Vesting of Performance RSUs and related Dividend Equivalents is subject to satisfaction or deemed satisfaction of the vesting performance condition for the applicable Tranche or Tranches of the Performance-Based Award as set forth in the applicable subsection of this Section 5.

Provided that the applicable Tranche or Tranches of Performance RSUs and related Dividend Equivalents are still outstanding and have not been forfeited pursuant to the service requirements or other forfeiture provisions of Section 4, vesting determinations will be made in accordance with Section 5.2, Section 5.3, Section 5.4 or Section 5.5, as applicable.

Any Tranche of the Performance-Based Award that fails to vest upon such final vesting determination and is no longer eligible for vesting in accordance with the applicable subsection of this Section 5 will expire and terminate unvested without payment of any consideration by PNC. Performance RSUs and related Dividend Equivalents that have met the service and vesting performance conditions of Section 4 and this Section 5 and are not forfeited pursuant to the other provisions of those Sections prior to the settlement date will be performance-adjusted, settled and paid in accordance with Sections 6, 7 and 8.

All determinations made by the Compensation Committee or by PNC's Designated Person hereunder shall be made in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

5.2 Vesting Determinations in Standard Circumstances — While Grantee is Still an Employee and there has not been a Change of Control

Provided that Grantee is still an employee of the Corporation on the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, such that the service requirements of Section 4.1(i) with respect to the applicable Tranche have been satisfied, and provided that a Change of Control has not occurred, then outstanding Performance RSUs and related Dividend Equivalents will vest as of the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, with respect to the 1st, 2nd, 3rd, or 4th Tranche of the Performance RSUs and related Dividend Equivalents, as applicable, upon determination by

the Compensation Committee that the vesting performance condition applicable for the Tranche has been met.

If a Change of Control occurs prior to the scheduled vesting date for an outstanding Tranche or Tranches of Performance RSUs and related Dividend Equivalents, vesting determinations will be made pursuant to Section 5.3.

The Vesting Performance Condition for a Tranche will be satisfied if PNC has, as of the applicable performance measurement date for that Tranche, met or exceeded the required tier 1 capital ratio established by PNC's primary Federal bank holding company regulator for well-capitalized institutions as then in effect and applicable to PNC.

For purposes of this Section 5.2, the applicable performance measurement date for a Tranche will be the year-end date immediately preceding the applicable scheduled vesting date for that Tranche (as specified in the paragraph above). For example, in order for the 1st Tranche to vest as of the 1st anniversary of the Award Grant Date, the specified tier 1 capital ratio must satisfy the Vesting Performance Condition as of December 31, 2011, for the 2nd Tranche, the specified tier 1 capital ratio must satisfy the Vesting Performance Condition as of December 31, 2012, *etc.*

The process of certification of the level of corporate achievement with respect to the vesting performance criteria will occur as soon as practicable after the applicable performance measurement date (in the case of determinations made pursuant to this Section 5.2, after the applicable year-end date). PNC will present information to the Compensation Committee with respect to (1) the minimum specified tier 1 capital ratio required to satisfy the applicable Vesting Performance Condition for the Tranche and (2) the applicable tier 1 capital ratio achieved by PNC with respect to the Tranche, which will be based on PNC's publicly reported financial results for the period ending on the applicable performance measurement date. Generally, this will be the public release of earnings results for PNC's fourth quarter that occurs after the year-end measurement date and prior to the vesting date for the Tranche, so that the Compensation Committee will be able to make its determination in late January or early February following the applicable performance year-end.

If the Compensation Committee determines that the applicable Vesting Performance Condition has been satisfied, the Tranche of Performance RSUs and related Dividend Equivalents will vest as of the scheduled vesting date for that Tranche; if not, such Tranche of Performance RSUs and related Dividend Equivalents will fail to vest and will expire unvested.

5.3 Vesting Determinations in the Event of a Change of Control While an Employee

In the event that (a) a Change of Control (as defined in Annex A) occurs prior to the time a Tranche of Performance RSUs and related Dividend Equivalents either vests or expires unvested in accordance with one of the other subsections of this Section 5 and (b) provided that Grantee was still an employee of the Corporation on the day immediately prior to the date the Change of Control occurs such that Grantee satisfies the service requirements of Section 4.1(iv), then:

- (i) If the Vesting Performance Condition (as described in Section 5.2) is satisfied using the quarter-end date immediately preceding the Change of Control (or, if the Change of Control occurs on a quarter-end date, using the date of the Change of Control) as the applicable performance measurement date for the Vesting Performance Condition for all then outstanding and unvested Tranches, then any and all outstanding Tranche or Tranches, if applicable, of Performance RSUs and related Dividend Equivalents will vest as of the date that the Change of Control occurs (*i.e.*, the outstanding and unvested units and related dividend equivalents will vest as of the Change of Control date if PNC met or exceeded the then required tier 1 capital ratio for well-capitalized institutions as of the end of the last full quarter completed prior to or as of the date of the Change of Control); and

(ii) If the Vesting Performance Condition is not satisfied pursuant to Section 5.3(i) above or if the applicable service requirement set forth in clause (b) of this Section 5.3 is not met, then all outstanding and unvested Tranches of Performance RSUs and related Dividend Equivalents will fail to vest and will expire unvested as of the date the Change of Control occurs.

The process of vesting determination will occur as soon as practicable after the Change of Control date and will be based on the comparison of (1) the applicable tier 1 capital ratio performance achieved by PNC on the quarter-end performance measurement date described above as reflected in the publicly reported financial results for PNC for the period ending on that quarter-end date to (2) the minimum specified tier 1 capital ratio required to satisfy the Vesting Performance Condition.

In the event that Grantee was no longer an employee of the Corporation on the day immediately prior to the date of the Change of Control but satisfied the service requirements of Section 4.1(iii) by reason of a qualifying Disability or Retirement termination of employment and one or more Tranches of Performance RSUs and related Dividend Equivalents remain outstanding and eligible for vesting pursuant to Section 5.5 at the time the Change of Control occurs and have not been forfeited pursuant to any of the other provisions of Section 4, vesting determinations with respect to such Tranches will be made pursuant to Section 5.5(c).

5.4 Vesting Determinations in the Event of Death While an Employee

In the event of (a) Grantee's death prior to the time a Tranche of the Performance RSUs and related Dividend Equivalents either vests or expires unvested pursuant to one of the other subsections of this Section 5, and (b) provided that such Performance RSUs and related Dividend Equivalents have not been forfeited pursuant to Section 4 for any reason prior to Grantee's death, then:

- Provided that Grantee's death occurred while Grantee was still an employee of the Corporation such that the service requirements of Section 4.1(ii) were met, the Vesting Performance Conditions of this Section 5 will be deemed to have been satisfied and all then outstanding and unvested Tranches of Performance RSUs and related Dividend Equivalents will vest as of the date of Grantee's death.

If, prior to Grantee's death, Grantee ceased to be an employee of the Corporation but satisfied the service requirement of Section 4.1(iii) by reason of a qualifying Disability or Retirement termination of employment and provided that the unvested Tranche or Tranches of Performance RSUs and related Dividend Equivalents have not been forfeited since such termination of employment pursuant to any of the other provisions of Section 4 and were still outstanding and eligible for vesting at the time of Grantee's death, vesting determinations for such outstanding and unvested Tranche or Tranches will be made as set forth in Section 5.5(c).

5.5 Vesting Determinations Post-Employment in the Event of Termination of Employment by Reason of Qualifying Retirement or Disability

(a) In the event that (1) Grantee's employment with the Corporation was not terminated by the Corporation for Cause and either Grantee's termination of employment qualifies as a Retirement (as defined in Annex A) or Grantee's employment was terminated by the Corporation by reason of Grantee's Disability (as defined in Annex A) such that Grantee met the service requirements of Section 4.1(iii) and (2) such termination of employment occurs prior to the time a Tranche of Performance RSUs and related Dividend Equivalents either vests or expires unvested pursuant to Section 5.2 or Section 5.3, then:

- The service conditions for the remaining Tranche or Tranches of the Performance-Based Award are deemed to be met by reason of Section 4.1(iii), but any Tranche of Performance RSUs and related Dividend Equivalents outstanding as of Grantee's Retirement or other Termination Date will still be subject to forfeiture pursuant to the other provisions of Section 4 (including Sections 4.3 and 4.4) if, at any time prior to the applicable settlement date set forth in Section 7.5(a) for such Tranche, (i) the

Performance RSUs and related Dividend Equivalents are automatically forfeited upon resolution of judicial criminal proceedings as set forth in Section 4.4(1) or (ii) PNC by PNC's Designated Person determines in its sole discretion that Grantee has engaged in Detrimental Conduct and the Performance RSUs and related Dividend Equivalents are forfeited pursuant to Section 4.3; *provided that* no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death or on or after the date of a Change of Control.

- Provided that the Performance RSUs and related Dividend Equivalents have not been forfeited pursuant to Section 4 and are still outstanding and eligible for vesting at the time, the Compensation Committee will make a vesting determination with respect to each such eligible Tranche of Performance RSUs and related Dividend Equivalents at the time and in the manner that such determination would have been made pursuant to Section 5.2 had Grantee remained an employee of the Corporation, subject to the provisions of subsections (b) and (c) of this Section 5.5 in the event of a Change of Control or death, respectively.

If the Compensation Committee determines that the applicable Vesting Performance Condition has been satisfied, the Tranche of Performance RSUs and related Dividend Equivalents will vest as of the scheduled vesting date for that Tranche, subject to the forfeiture provisions of Sections 4.3 and 4.4 if applicable; if not, such Tranche of Performance RSUs and related Dividend Equivalents will fail to vest and will expire unvested.

In the event that prior to the applicable settlement date PNC's Designated Person determines that Grantee has engaged in Detrimental Conduct, all of the then outstanding Performance RSUs and Dividend Equivalents will be forfeited to PNC and cancelled upon such determination pursuant to Section 4.3. Performance RSUs and related Dividend Equivalents will also be cancelled if they are automatically forfeited pursuant to Section 4.4 prior to settlement.

If vesting has been suspended for pending judicial criminal proceedings pursuant to Section 4.4 and such suspension had not yet been lifted by the applicable scheduled vesting date for a Tranche but is lifted thereafter pursuant to an event that does not result in the automatic forfeiture of the Performance RSUs and related Dividend Equivalents, vesting determinations pursuant to subsection (a) of this Section 5.5 will proceed as promptly after the suspension is so lifted as practicable, but will in no event extend beyond December 31st of the calendar year in which such lifting of the suspension occurs.

If, after such lifting of the suspension, the Tranche has not been forfeited pursuant to Section 4 and the Compensation Committee determines that the applicable Vesting Performance Condition has been satisfied, the Tranche will vest as of the later of such determination date and the regularly scheduled vesting date for the Tranche; if the Compensation Committee determines that the applicable Vesting Performance Condition has not been satisfied, such Tranche will fail to vest and will expire unvested.

If a Change of Control occurs or Grantee dies prior to the time a vesting determination has been made with respect to one or more Tranches of Performance RSUs and related Dividend Equivalents pursuant to this subsection (a) of Section 5.5 and the Performance RSUs and related Dividend Equivalents have not been forfeited pursuant to Section 4.3 or Section 4.4 and are still outstanding, vesting determinations will be made pursuant to Section 5.5(b) or Section 5.5(c) as applicable.

(b) Change of Control After a Qualifying Retirement or Termination by Reason of Disability If a Change of Control occurs after Grantee's qualifying Retirement or termination of employment by the Corporation by reason of Grantee's Disability, but before a vesting determination has been made with respect to one or more Tranches of Performance RSUs and related Dividend Equivalents as

set forth above in subsection (a) of this Section 5.5, and provided that those Tranches of Performance RSUs and related Dividend Equivalents have not been forfeited pursuant to Section 4.3 or Section 4.4 and are still outstanding at the time the Change of Control occurs, vesting determinations will be made with respect to those Tranches pursuant to Section 5.3 as if Grantee had still been an employee of the Corporation as of the day immediately prior to the date the Change of Control occurs.

(c) Death After a Qualifying Retirement or Termination by Reason of Disability If Grantee dies after Grantee's qualifying Retirement or termination of employment by the Corporation by reason of Grantee's Disability, but before a vesting determination has been made with respect to one or more Tranches of Performance RSUs and related Dividend Equivalents as set forth above in subsection (a), or subsection (b) if applicable, of this Section 5.5, and provided that those Tranches of Performance RSUs and related Dividend Equivalents have not been forfeited pursuant to Section 4.3 or Section 4.4 and are still outstanding at the time of Grantee's death, then:

(i) If the Vesting Performance Condition (as described in Section 5.2) is satisfied using the quarter-end date immediately preceding the date of Grantee's death (or, if such death occurred on a quarter-end date, using the date of death) as the performance measurement date for the Vesting Performance Condition for all then outstanding and unvested Tranches, then any such outstanding Tranche (or Tranches, if applicable) of Performance RSUs and related Dividend Equivalents will vest as of the date of Grantee's death (*i.e.*, the outstanding and unvested units will vest as of the date of death if PNC met or exceeded the required tier 1 capital ratio for well-capitalized institutions as of the end of the last full quarter completed prior to or as of such date); and

(ii) If the Vesting Performance Condition is not satisfied pursuant to Section 5.5(c)(i) above, then all such outstanding and unvested Tranches of Performance RSUs and related Dividend Equivalents will fail to vest and will expire unvested as of the date of Grantee's death.

The Compensation Committee will review the applicable tier 1 capital ratio performance and make a vesting determination no later than December 31st of the calendar year in which Grantee's death occurs or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death.

5.6 Termination of Any Tranche of the Performance-Based Award that Fails to Vest or is Forfeited

The Performance-Based Award will terminate with respect to any Tranche or Tranches, as the case may be, of Performance RSUs and related Dividend Equivalents, without payment of any consideration by PNC, upon forfeiture and cancellation of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents (a) pursuant to the provisions of Section 4.2 upon failure to meet the service requirements set forth in Section 4.1, (b) pursuant to the provisions of Section 4.3 upon a Detrimental Conduct determination under that Section, (c) pursuant to the automatic forfeiture provisions of Section 4.4 on the occurrence of an event set forth in clause (1) of that Section, or (d) upon expiration for failure to vest pursuant to Section 5.2, Section 5.3 or Section 5.5.

Upon forfeiture and cancellation of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents pursuant to any of the forfeiture provisions of Section 4 or upon expiration of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents pursuant to any of the provisions of Sections 5.2, 5.3 or 5.5 for failure to vest, neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in the Performance RSUs or the related Dividend Equivalents evidenced by the Agreement with respect to that Tranche or those Tranches, as applicable.

6. Performance Adjustment of Outstanding Vested Performance RSUs and Related Dividend Equivalents

6.1 Performance Adjustment of Outstanding Units.

Once a Tranche of Performance RSUs and related Dividend Equivalents has met the service and performance conditions for vesting pursuant to Sections 4 and 5, the number of Share Units in that Tranche will be subject to performance adjustment as applicable in accordance with this Section 6 prior to settlement and payout of that portion of the Performance-Based Award in accordance with Sections 7 and 8.

The award payout on settlement for any such Tranche that has met the service and performance conditions for vesting pursuant to Sections 4 and 5 will be based on a number of Share Units (the “Payout Share Units”) determined as percentage (the “Payout Percentage”) of the target Share Units in the Tranche, rounded to the nearest one-hundredth with 0.005 Share Units being rounded upward to 0.01 Share Units. If a Tranche does not vest pursuant to one of the subsections of Section 5 or is forfeited prior to settlement pursuant to Section 4.3 or Section 4.4, if applicable, it will not remain outstanding and does not pay out at all.

6.2 Payout Percentage in Standard Circumstances While Grantee is an Employee or after a Qualifying Disability or Retirement Termination of Employment

For any Tranche of Performance RSUs and related Dividend Equivalents that vested pursuant to Section 5.2 or Section 5.5(a), the target number of Share Units in the Tranche will be performance adjusted by using a Payout Percentage that is adjusted upward or downward from 100% by up to 25 percentage points based on the “Payout Performance Criteria” described below.

For purposes of the Payout Performance Criteria, each Tranche relates to a given calendar year: the 1st Tranche (the one with a scheduled vesting date of the 1st anniversary of the Award Grant Date in February 2012) relates to 2011 and is sometimes referred to as the “2011 Tranche”; the 2nd Tranche relates in the same way to 2012 and is sometimes referred to as the “2012 Tranche”; *etc.* A Tranche that vests pursuant to Section 5.2 or Section 5.5(a) will vest on its scheduled vesting date.

The payout performance metric for the Payout Performance Criteria is total shareholder return for the year that relates to the given Tranche. For purposes of this measurement, total shareholder return performance (“TSR Performance”) will mean the total shareholder return (*i.e.*, price change plus reinvestment of dividends) on PNC common stock for the applicable calendar year assuming an investment on the first day of the year is held through the last day of the applicable year and using, as the beginning and ending prices for purposes of that calculation, the closing price on the last trading day of the preceding year and on the last trading day of the applicable year, respectively. TSR Performance will be calculated to two places to the right of the decimal, rounded to the nearest one-hundredth with 0.005 being rounded upward to 0.01.

The Payout Percentage for a Tranche that vests pursuant to Section 5.2 or Section 5.5(a) will be 100% plus or minus (as applicable) the positive or negative TSR Performance of PNC for the year that relates to that Tranche up to a maximum of 25 percentage points either direction, such that the Payout Percentage will be no less than 75.00% and no more than 125.00%.

Thus, the number of Payout Share Units for a Tranche of Performance RSUs and related Dividend Equivalents that vested pursuant to Section 5.2 or Section 5.5(a) and is not forfeited prior to settlement pursuant to Section 4 will be the Payout Percentage of the number of target Share Units in the Tranche, rounded to the nearest one-hundredth with 0.005 Share Units being rounded upward to 0.01 Share Units). The portion of the Share Units in a Tranche that do not become Payout Share Units will be cancelled; that is, only the number of target share units that become Payout Share Units as a result of the Payout

Performance Criteria adjustment will be eligible to be the basis of the settlement and payout of the Performance RSUs and related Dividend Equivalents in the Tranche in accordance with Sections 7 and 8.

For example, if PNC's TSR Performance for 2012 is 10.16% and the 2012 Tranche vests pursuant to Section 5.2 (*i.e.*, Grantee is still an employee of the Corporation and meets the service requirement as of the 2nd anniversary of the Award Grant Date in February 2013 and PNC's tier 1 capital ratio as of December 31, 2012 meets or exceeds the tier 1 capital ratio then required by PNC's primary Federal bank holding company regulator for a well-capitalized institution), then the Payout Percentage would be 110.16%. Using this Payout Percentage of 110.16%, the award payout for the 2012 Tranche of Performance RSUs and related Dividend Equivalents in this example would be based on a number of Payout Share Units calculated as 110.16% of the target number of Share Units in that Tranche, rounded to the nearest one-hundredth, and would be settled and paid out in accordance with Sections 7 and 8, generally in February 2013.

If, in the same example, PNC's TSR Performance for 2012 were negative 10.16%, the Payout Percentage would be 89.84% and the award payout for the 2012 Tranche of Performance RSUs and related Dividend Equivalents would be based on a number of Payout Share Units calculated as 89.84% of the target number of Share Units in that Tranche, rounded to the nearest one-hundredth. The remaining portion of the target Share Units in the Tranche in this example would not be eligible to be the basis for settlement and payout.

6.3 Payout Percentage After a Change of Control or Death.

The Payout Percentage will be 100% for any Tranche of Performance RSUs and related Dividend Equivalents that vested pursuant to Section 5.3, Section 5.4, Section 5.5(b), or Section 5.5(c). Thus the number of Payout Share Units for a Tranche of outstanding Performance RSUs and related Dividend Equivalents that vested pursuant to one of those sections would be calculated as 100% of the target number of Share Units in that Tranche, rounded to the nearest one-hundredth Share Unit if the tranche is not in whole units (*e.g.*, if a capital adjustment pursuant to Section 10 resulted in a fractional share unit in the tranche).

7. Settlement Date.

7.1 Settlement of Outstanding Units. Performance RSUs and related Dividend Equivalents that (i) have been forfeited by Grantee pursuant to the service requirements or conduct provisions of Section 4 or (ii) have expired unvested and terminated pursuant to the applicable provisions of Section 5 as having failed to vest and no longer being eligible for vesting, will not settle and will be cancelled without payment of any consideration by PNC.

Performance RSUs and related Dividend Equivalents that have vested pursuant to one of the subsections of Section 5 (Section 5.2, 5.3, 5.4, 5.5(a), 5.5(b) or 5.5(c), as applicable) and that have not been forfeited prior to their settlement date pursuant to Section 4.3 or Section 4.4, if applicable, will be performance-adjusted, as applicable, as to the number of Share Units that will be the basis for payout on settlement (that is, the Payout Share Units for such Tranche of Performance RSUs and related Dividend Equivalents determined in accordance with the provisions of Section 6), and such Tranche of Performance RSUs and related Dividend Equivalents will be settled and paid out with respect to those Payout Share Units in accordance with the applicable provisions of Sections 7 and 8.

The applicable settlement date for a Tranche of Performance RSUs and related Dividend Equivalents ("Settlement Date") is determined by Section 7.2, 7.3, 7.4, 7.5(a), 7.5(b) or 7.5(c), based on the subsection of Section 5 that was applied in vesting the Performance RSUs and related Dividend Equivalents in such Tranche. Section 8 provides for the payout of such outstanding vested, performance-adjusted Performance RSUs and related Dividend Equivalents.

7.2 Settlement Date Where Vesting Determination is Made in Standard Circumstances Pursuant to Section 5.2 (While Grantee is Still an Employee and there has not been a Change of Control).

Where Grantee was still an employee of the Corporation on the applicable anniversary of the Award Grant Date and the outstanding Tranche of Performance RSUs and related Dividend Equivalents has satisfied the applicable vesting performance condition and vested pursuant to Section 5.2, the Settlement Date with respect to any such Tranche of Performance RSUs and related Dividend Equivalents will be the date as of which the Tranche vests, which will be:

- the scheduled vesting date for that Tranche (that is, as of the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, with respect to the 1st, 2nd, 3rd, or 4th Tranche, as applicable).

7.3 Settlement Date Where Vesting Determination is Made Upon the Occurrence of a Change of Control While Grantee is an Employee Pursuant to Section 5.3

Where a Change of Control has occurred, Grantee was still an employee of the Corporation on the day immediately prior to the date the Change of Control occurred, and the remaining outstanding Tranches of Performance RSUs and related Dividend Equivalents have satisfied the applicable vesting performance condition and vested pursuant to Section 5.3:

- The Settlement Date with respect to any such Tranche or Tranches of Performance RSUs and related Dividend Equivalents will be the date of the Change of Control, but only if the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code and any regulations, revenues procedures of revenue rulings issued by the Secretary of the United States Treasury applicable to such Section 409A; and
- If the Change of Control is not a permissible payment event under such Section 409A, the Settlement Date with respect to any such Tranche will be the anniversary of the Award Grant Date that would have been the scheduled vesting date for such Tranche had the Tranche vested pursuant to Section 5.2 rather than pursuant to Section 5.3.

7.4 Settlement Date Where Vesting Occurred Pursuant to Section 5.4 upon Grantee's Death While an Employee

In the event that the remaining outstanding Tranches of Performance RSUs and related Dividend Equivalents have vested pursuant to Section 5.4 upon Grantee's death while Grantee was still an employee of the Corporation:

- The Settlement Date with respect to any such Tranche or Tranches of Performance RSUs and related Dividend Equivalents will be the date of Grantee's death.

7.5 Settlement Date Where Vesting Occurred Post-Employment Pursuant to Section 5.5 Following Qualifying Disability or Retirement Termination

(a) Where the Tranche of Performance RSUs and related Dividend Equivalents has satisfied the applicable vesting performance condition and vested pursuant to Section 5.5(a) and provided that the Tranche is not forfeited prior to settlement pursuant to the conduct provisions of Section 4.3 or Section 4.4, if applicable, the Settlement Date with respect to any such Tranche of Performance RSUs and related Dividend Equivalents will be:

- the scheduled vesting date for that Tranche (that is, as of the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, with respect to the 1st, 2nd, 3rd, or 4th Tranche, as

applicable) *provided that* there either (i) has been no suspension of vesting and/or settlement of such Tranche pursuant to Section 4.4 or (ii) if there had been a suspension of vesting and/or settlement pursuant to that section, such suspension was lifted pursuant to the occurrence of an event that did not result in the forfeiture of the Tranche and such lifting occurred prior to the scheduled vesting date for that Tranche; or

- if there had been a suspension of vesting and/or settlement of such Tranche imposed pursuant to Section 4.4 and such suspension was lifted pursuant to the occurrence of an event that did not result in the forfeiture of the Tranche but the lifting of the suspension occurred after the scheduled vesting date for such Tranche, then the Settlement Date would be such later date as of which the Tranche has both vested pursuant to Section 5.5(a) and any suspension of settlement imposed pursuant to Section 4.4 has been lifted.

(b) Change of Control After a Qualifying Retirement or Termination by Reason of Disability Where the remaining Tranche or Tranches of Performance RSUs and related Dividend Equivalents were outstanding and had not been forfeited pursuant to Section 4 prior to the occurrence of the Change of Control, and such Tranche or Tranches have satisfied the applicable vesting performance condition and vested as of the Change in Control date pursuant to Section 5.5(b):

- The Settlement Date with respect to any such Tranche or Tranches of Performance RSUs and related Dividend Equivalents will be the date of the Change of Control, but only if the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code and any regulations, revenues procedures of revenue rulings issued by the Secretary of the United States Treasury applicable to such Section 409A; and
- If the Change of Control is not a permissible payment event under such Section 409A, the Settlement Date with respect to any such Tranche will be the anniversary of the Award Grant Date that would have been the scheduled vesting date for such Tranche had the Tranche vested pursuant to Section 5.5(a) rather than pursuant to Section 5.5(b).

(c) Death After a Qualifying Retirement or Termination by Reason of Disability Where the remaining Tranche or Tranches of Performance RSUs and related Dividend Equivalents were outstanding and had not been forfeited pursuant to Section 4 prior to Grantee's death, and such Tranche or Tranches have satisfied the applicable vesting performance condition and vested as of the date of Grantee's death pursuant to Section 5.5(c):

- The Settlement Date with respect to any such Tranche or Tranches of Performance RSUs and related Dividend Equivalents will be the date of Grantee's death.

8. Settlement Payout.

8.1 Settlement of Outstanding Units. Performance RSUs and related Dividend Equivalents that (i) have been forfeited by Grantee pursuant to the service requirements or conduct provisions of Section 4 or (ii) have expired unvested and terminated pursuant to the applicable provisions of Section 5 as having failed to vest and no longer being eligible for vesting, will not settle and will be cancelled without payment of any consideration by PNC.

Performance RSUs and related Dividend Equivalents that have vested pursuant to one of the subsections of Section 5 (Section 5.2, 5.3, 5.4, 5.5(a), 5.5(b) or 5.5(c), as applicable) and that have not been forfeited pursuant to Section 4.3 or Section 4.4, if applicable, prior to their Settlement Date as determined in accordance with the applicable subsection of Section 7 will be paid out with respect to the Payout Share Units determined in accordance with the provisions of Section 6 at the time and in the form set forth in the applicable subsection of this Section 8.

8.2 Settlement of Outstanding Units where there has not been a Change of Control.

(a) Timing. With respect to a Tranche or Tranches of Performance RSUs and related Dividend Equivalents that have a Settlement Date determined in accordance with Section 7.2, 7.4, 7.5(a) or 7.5(c), as the case may be, and have not been forfeited pursuant to Section 4.3 or Section 4.4 prior to settlement, payment will be made as follows:

Payment will be made to Grantee by PNC with respect to any such Tranche as soon as practicable following the applicable Settlement Date set forth in the applicable subsection of Section 7, generally within 30 days, but no later than December 31st of the calendar year in which the settlement date occurs; *provided, however*, that:

- If the Tranche of Performance RSUs and related Dividend Equivalents vested pursuant to Section 5.4 upon Grantee's death while an employee of the Corporation or was vested post-employment and after Grantee's death pursuant to a Compensation Committee determination that the applicable vesting performance condition had been met in accordance with Section 5.5(c), payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death; and
- Where the Settlement Date occurs pursuant to Section 7.5(a) following the lifting of a suspension imposed pursuant to Section 4.4, payment will be made no later than December 31st of the calendar year in which the Settlement Date occurs.

(b) Form of Payment. Except as otherwise set forth in Section 10, if applicable, such payment with respect to a given Tranche of Performance RSUs and related Dividend Equivalents will be made at the applicable time set forth above by delivery to Grantee or his or her representative as follows:

With respect to the Performance RSUs portion of the Tranche, settlement of the number of Payout Share Units determined in accordance with Section 6 for the Tranche being settled will be made by delivery of that number of whole Shares of PNC common stock equal to the number of whole Payout Share Units and by cash for any fractional Payout Share Unit as set forth in Section 8.4, or as otherwise determined pursuant to Section 10 if applicable.

With respect to the related Dividend Equivalents portion of the Tranche, settlement will be made by payment of cash in an amount equivalent to the amount of the cash dividends Grantee would have received, without interest on or reinvestment of such amounts, had Grantee been the record holder of a number of issued and outstanding Shares of PNC common stock equal to the number of Payout Share Units for that Tranche for the period beginning on the Award Grant Date and through the Settlement Date for such Tranche, subject to adjustment if any pursuant to Section 10.

(c) Disputes. If there is a dispute regarding payment of a final award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth above in this Section 8.2, and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the Internal Revenue Code.

8.3 Settlement of Outstanding Units after a Change of Control.

(a) Timing. With respect to a Tranche or Tranches of Performance RSUs and related Dividend Equivalents that have satisfied the applicable performance condition and vested pursuant to Section 5.3 or Section 5.5(b) and have a Settlement Date determined in accordance with Section 7.3 or 7.5(b), as the case may be, and have not been forfeited pursuant to Section 4.3 or Section 4.4 prior to the occurrence of the Change of Control, payment will be made as follows:

Payment will be made to Grantee by PNC with respect to any such Tranche at the time set forth in subsection (a)(1) of this Section 8.3 unless payment at such time would be a noncompliant payment under Section 409A of the Internal Revenue Code, and otherwise, at the time set forth in subsection (a)(2) of this Section 8.3, in either case as further described below.

(1) If, under the circumstances, the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code, payment of any such outstanding Tranche that satisfied the performance vesting criteria pursuant to Section 5.3 or 5.5(b) and has a Settlement Date in accordance with Section 7.3 or 7.5(b), as the case may be, will be made as soon as practicable after the date that the data was available and the determination made that such Tranche has vested in accordance with Section 5.3 or 5.5(b), as applicable, but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

(2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code, then payment will be made with respect to each Tranche of Performance RSUs and related Dividend Equivalents being settled as soon as practicable after the anniversary of the Award Grant Date that would have been the scheduled vesting date for such Tranche had the Tranche vested pursuant to Section 5.2 rather than Section 5.3 or pursuant to Section 5.5(a) rather than Section 5.5(b), as the case may be, but in no event later than December 31st of the year in which such scheduled vesting date occurs.

(b) Form of Payment.

(1) If, under the circumstances, the Change of Control is a permissible payment event under Section 409A of the Internal Revenue Code and payment with respect to a Tranche or Tranches of Performance RSUs and related Dividend Equivalents is made at the time specified in Section 8.3(a)(1), then payment with respect to any such Tranche will be in an amount equal to the base amounts for the Performance RSUs and the Dividend Equivalents as described below in subsection (2)(A) of Section 8.3(b).

Payment of this amount will be made entirely in cash if so provided in the circumstances pursuant to Section 10.2(c), valued as provided in Section 10.2. Otherwise, payment of the Performance RSUs base amount will be made in the form of whole shares of PNC common stock (valued at Fair Market Value or as otherwise provided in Section 10, as applicable, as of the date of the Change of Control) and cash for any fractional interest, and payment of the Dividend Equivalents base amount (valued as provided in Section 10, as applicable) will be paid in the form of cash.

(2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code and payment with respect to the Tranche or Tranches of Performance RSUs and related Dividend Equivalents being settled will be made at the time or times specified in Section 8.3(a)(2), then such payments will be made entirely in cash and the payment amount with respect to any such Tranche will be in an amount equal to (X) plus (Y), where (X) is the Performance RSUs base amount described below in subsection (A) of this Section 8.2(b)(2) plus the phantom investment amount for the Performance RSUs base amount described below in subsection (B) of this Section 8.3(b)(2) and (Y) is the Dividend Equivalents base amount described below in subsection (A) of this Section 8.2(b)(2) plus the phantom investment amount for the Dividend Equivalents base amount described below in subsection (B) of this Section 8.2(b)(2).

(A) Base Amounts. The Performance RSUs base amount will be an amount equal to the number of Payout Share Units determined in accordance with Section 6 for the settled Tranche being paid multiplied by the Fair Market Value (as defined in Annex A) of a share of PNC common stock on the date of the Change of Control or by the per share value provided pursuant to Section 10 as applicable.

The Dividend Equivalents base amount for a settled Tranche being paid will be an amount equivalent to the amount of the cash dividends Grantee would have received, without interest on or reinvestment of such amounts, had Grantee been the record holder of a number of issued and outstanding shares of PNC common stock equal to the number of Payout Share Units for that Tranche for the period beginning on the Award Grant Date and through the date of the Change of Control, subject to adjustment if any pursuant to Section 10.

(B) Phantom Investment Amounts. The phantom investment amount for the Performance RSUs base amount with respect to the settled Tranche being paid will be either (i) or (ii), whichever is larger: (i) interest on the Performance RSUs base amount described in Section 8.3(b)(2)(A) from the date of the Change of Control through the payment date for that Tranche at the short-term, mid-term or long-term Federal rate under Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually; or (ii) a phantom investment amount with respect to said base amount that reflects, if positive, the performance of the PNC stock or other consideration received by a PNC common shareholder in the Change of Control transaction, with dividends reinvested in such stock, from the date of the Change of Control through the payment date for that Tranche.

The phantom investment amount for the Dividend Equivalents base amount with respect to the settled Tranche being paid will be interest on the Dividend Equivalents base amount described in Section 8.3(b)(2)(A) from the date of the Change of Control through the payment date for that Tranche at the short-term, mid-term or long-term Federal rate under Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually.

PNC may, at its option, provide other phantom investment alternatives in addition to those referenced in the preceding two paragraphs of this Section 8.3(b)(2)(B) and may permit Grantee to make a phantom investment election from among such alternatives under and in accordance with procedures established by PNC, but any such alternatives must provide for at least the two phantom investments set forth in Section 8.3(b)(2)(B)(i) and (ii) with respect to the Performance RSUs base amount at a minimum and for at least the one phantom investment set forth in this Section 8.3(b)(2)(B) for the Dividend Equivalents base amount at a minimum.

The phantom investment amounts will be applicable only in the event that payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code and thus payment is made at the time specified in Section 7.2(a)(2) rather than at the time specified in Section 7.2(a)(1).

(c) Disputes. If there is a dispute regarding payment of a final award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth in the applicable subsection of Section 8.3(a), and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the Internal Revenue Code.

8.4 Final Award Fully Vested. A final award, if any, will be fully vested as of the applicable Settlement Date. Any Shares issued pursuant to this Section 8 will be fully vested at the time of issuance, and PNC will issue any such Shares and deliver any cash payable pursuant to this Section 8 to, or at the proper direction of, Grantee or Grantee's legal representative, as determined in good faith by the Committee, at the time specified in the applicable subsection of Section 8.2 or Section 8.3, whichever is applicable.

No fractional shares will be issued. If a final award payment is payable in Shares and includes a fractional interest, such fractional interest will be liquidated on the basis of the then current Fair Market Value of PNC common stock, or as otherwise provided in Section 10, if applicable, and paid to Grantee or Grantee's legal representative in cash at the time the Shares are issued pursuant to this Section 8.

In the event that Grantee is deceased, payment will be delivered to the executor or administrator of Grantee's estate or to Grantee's other legal representative, as determined in good faith by the Committee.

9. No Rights as Shareholder Until Issuance of Shares. Grantee will have no rights as a shareholder of PNC by virtue of this Performance-Based Award unless and until shares of PNC stock are issued and delivered in settlement of vested outstanding Performance RSUs pursuant to Section 8.

10. Capital Adjustments.

10.1 Except as otherwise provided in Section 10.2, if applicable, if corporate transactions such as stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC ("Corporate Transactions") occur prior to the time, if any, an outstanding, vested Tranche of Performance RSUs and related Dividend Equivalents is settled and paid, the Compensation Committee shall make those adjustments, if any, in the number, class or kind of the Target Share Units that relate to any such Tranche of Performance RSUs and related Dividend Equivalents that it deems appropriate in its discretion to reflect Corporate Transactions such that the rights of Grantee are neither enlarged nor diminished as a result of such Corporate Transactions, including without limitation (a) measuring the value per Share Unit of any share-denominated award authorized for payment to Grantee by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transactions, and (b) authorizing payment of the entire value of any award amount authorized for payment to Grantee pursuant to Section 8 to be paid in cash at the time otherwise specified in Section 8.

All determinations hereunder shall be made by the Compensation Committee in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

10.2 Upon the occurrence of a Change of Control, (a) the number, class and kind of the Target Share Units that relate to any then outstanding Tranche of Performance RSUs and related Dividend Equivalents will automatically be adjusted to reflect the same changes as are made to outstanding shares of PNC common stock generally, (b) the value per Share Unit to be used in calculating the base amount described in Section 8.3(b) of any award payment to be made to Grantee in accordance with Section 8.3 will be measured by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction or Transactions if applicable, and (c) if the effect of the Corporate Transaction or Transactions on a PNC common shareholder is to convert that shareholder's holdings into consideration that does not consist solely (other than as to a minimal amount) of shares of PNC common stock, then the entire value of any amounts payable to Grantee pursuant to Section 8 will be paid solely in cash at the time otherwise specified in Section 8.

11. Prohibitions Against Sale, Assignment, etc.; Payment to Legal Representative.

(a) Performance RSUs and related Dividend Equivalents may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered.

(b) If Grantee is deceased at the time any portion of the Performance-Based Award is settled and paid in accordance with the terms of Sections 7 and 8, such delivery of shares and/or other payment will be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by the Compensation Committee.

(c) Any delivery of shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative shall extinguish all right to payment hereunder.

12. Withholding Taxes.

Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time any tax withholding obligation arises in connection herewith, retain an amount sufficient to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection therewith from any amounts then payable hereunder to Grantee. If any withholding is required prior to the time amounts are payable to Grantee hereunder, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

To the extent, if any, that payment of any amounts then payable to Grantee hereunder is settled in cash, the Corporation will withhold first from such cash portion of the payment of such amounts unless the Compensation Committee determines otherwise. If the amount so withheld is not sufficient or if there is no such cash portion, the Corporation will retain whole shares of PNC common stock from any amounts payable to Grantee hereunder in the form of Shares, until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligations.

For purposes of this Section 12, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value (as defined in Annex A) on the date the tax withholding obligation arises.

If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding by payment of cash. PNC will not retain Shares for this purpose. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection herewith, no additional withholding may be made.

13. Employment. Neither the granting of the Performance-Based Award nor the calculation, determination and payment with respect to any vested and outstanding portion of such Performance-Based Award authorized hereunder nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

14. Subject to the Plan and the Compensation Committee. In all respects the Performance-Based Award and the Agreement are subject to the terms and conditions of the Plan, which has been made available to Grantee and is incorporated herein by reference; *provided, however*, the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. Further, the Performance-Based Award and the Agreement are subject to any interpretation of, and any rules and regulations issued by, the Compensation Committee or its delegate or under the authority of the Compensation Committee, whether made or issued before or after the Award Grant Date.

15. Headings; Entire Agreement. Headings used in the Agreement are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement.

The Agreement constitutes the entire agreement between Grantee and PNC with respect to the subject matters addressed herein, and supersedes all other discussions, negotiations, correspondence, representations, understandings and agreements between the parties concerning the subject matters hereof.

16. Grantee Covenants.

16.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 16 and 17 by virtue of receiving this Performance-Based Award (regardless of whether such share units or any portion thereof ultimately vest and settle); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

16.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 16.2 while employed by the Corporation and for a period of one year after Grantee's Termination Date regardless of the reason for such termination of employment.

(a) Non-Solicitation. Grantee shall not, directly or indirectly, either for Grantee's own benefit or purpose or for the benefit or purpose of any Person other than PNC or any of its subsidiaries, solicit, call on, do business with, or actively interfere with PNC's or any subsidiary's relationship with, or

attempt to divert or entice away, any Person that Grantee should reasonably know (i) is a customer of PNC or any subsidiary for which PNC or any subsidiary provides any services as of Grantee's Termination Date, or (ii) was a customer of PNC or any subsidiary for which PNC or any subsidiary provided any services at any time during the twelve (12) months preceding the Termination Date, or (iii) was, as of the Termination Date, considering retention of PNC or any subsidiary to provide any services.

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

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

16.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 16.4 shall be performed by Grantee without further compensation and will continue beyond Grantee's Termination Date.

17. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

17.2 Equitable Remedies. A breach of the provisions of any of Sections 16.2, 16.3 or 16.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

17.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 16.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

17.4 No Waiver. Failure of PNC to demand strict compliance with any of the terms, covenants or conditions of the Agreement will not be deemed a waiver of such term, covenant or condition,

nor will any waiver or relinquishment of any such term, covenant or condition on any occasion or on multiple occasions be deemed a waiver or relinquishment of such term, covenant or condition.

17.5 Severability. The restrictions and obligations imposed by Sections 16.2, 16.3, 16.4, 17.1 and 17.7 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations will remain valid and binding upon Grantee.

17.6 Reform. In the event any of Sections 16.2, 16.3 and 16.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

17.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 16.2, 16.3 and 16.4.

17.8. Compliance with Internal Revenue Code Section 409A. It is the intention of the parties that the Performance-Based Award and the Agreement comply with the provisions of Section 409A of the Internal Revenue Code to the extent, if any, that such provisions are applicable to the Agreement, and the Agreement will be administered by PNC in a manner consistent with this intent.

If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of Section 409A, Grantee agrees that PNC may, without the consent of Grantee, modify the Agreement and the Performance-Based Award to the extent and in the manner PNC deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that PNC deems appropriate in order either to preclude any such payments or benefits from being deemed "deferred compensation" within the meaning of Section 409A or to provide such payments or benefits in a manner that complies with the provisions of Section 409A such that they will not be taxable thereunder.

17.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent applicable to Grantee, the Performance-Based Award, and any right to receive and retain any Shares or other value pursuant to such Award, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any "clawback" or similar policy of PNC in effect on the Award Grant Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

18. Acceptance of Performance-Based Award; PNC Right to Cancel; Effectiveness of Agreement.

If Grantee does not accept the Performance-Based Award by executing and delivering a copy of the Agreement to PNC, without altering or changing the terms thereof in any way, within 30 days of receipt by Grantee of a copy of the Agreement, PNC may, in its sole discretion, withdraw its offer and cancel the Performance-Based Award at any time prior to Grantee's delivery to PNC of a copy of the Agreement executed by Grantee. Otherwise, upon execution and delivery of the Agreement by both PNC and Grantee, the Agreement is effective as of the Award Grant Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chairman and Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

ANNEX A
CERTAIN DEFINITIONS

* * *

A.1 “Agreement” means the 2011 Performance-Based Restricted Share Units Award Agreement between PNC and Grantee evidencing the Performance RSUs and related Dividend Equivalents award opportunity granted to Grantee pursuant to the Plan.

A.2 “Award Grant Date” means the Award Grant Date set forth on page 1 of the Agreement, and is the date as of which the award opportunity of Performance RSUs and related Dividend Equivalents (together, the “Performance-Based Award”) is authorized to be granted by the Compensation Committee in accordance with the Plan.

A.3 “Board” means the Board of Directors of PNC.

A.4 “Cause” means:

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

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

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

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

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

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

A.5 “CEO” means the chief executive officer of PNC.

A.6 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”); *provided, however*, that, for purposes

of this Section A.6(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an "Affiliated Company"), (4) any acquisition pursuant to an Excluded Combination (as defined in Section A.6(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a "Business Combination"), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an "Excluded Combination"); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

A.7 "Compensation Committee" means the Personnel and Compensation Committee of the Board or such person or persons as may be designated or appointed by that committee as its delegate or designee.

A.8 "Competitive Activity" means any participation in, employment by, ownership of any equity interest exceeding one percent (1%) in, or promotion or organization of, any Person other than PNC or any of its subsidiaries (a) engaged in business activities similar to some or all of the business activities of PNC or any subsidiary as of Grantee's Termination Date or (b) engaged in business activities which Grantee knows PNC or any subsidiary intends to enter within the first twelve (12) months after Grantee's Termination Date or, if later and if applicable, after the date specified in clause (ii) of Section A.12(a), in either case whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

A.9 "Consolidated Subsidiary" means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under generally accepted accounting principles and (2) satisfies the definition of "service recipient" under Section 409A of the Internal Revenue Code.

A.10 “Corporation” means PNC and its Consolidated Subsidiaries.

A.11 “Designated Person” will be either: (a) the Compensation Committee or its delegate, if Grantee was a member of the Corporate Executive Group (or equivalent successor classification) or was subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities when he or she ceased to be an employee of the Corporation; or (b) the Chief Human Resources Officer of PNC, if Grantee is not within one of the groups specified in Section A.11(a).

A.12 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given at PNC’s sole discretion), in any Competitive Activity in the continental United States at any time during the period commencing on Grantee’s Termination Date and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when PNC, by PNC’s Designated Person, determines that Grantee has engaged in conduct described in clause (a) or clause (b) above or that an event described in clause (c) above has occurred with respect to Grantee and, if so, determines that Grantee will be deemed to have engaged in Detrimental Conduct.

A.13 “Disabled” or “Disability” means, except as may otherwise be required by Section 409A of the Internal Revenue Code, that Grantee either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving (and has received for at least three months) income replacement benefits under any Corporation-sponsored disability benefit plan. If Grantee has been determined to be eligible for Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

A.14 “Dividend Equivalents” means the opportunity to receive dividend-equivalents granted to Grantee in connection with the Performance RSUs to which they relate and evidenced by the Agreement.

A.15 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means the average of the reported high and low trading prices on the New York Stock Exchange (or such successor reporting system as PNC may select) for a share of PNC common stock on such date, or, if no PNC common stock trades have been reported on such exchange for that day, the average of such prices on the next preceding day and the next following day for which there were reported trades.

A.16 “Grantee” means the person to whom the Performance RSUs with related Dividend Equivalents award opportunity is granted and is identified as Grantee on page 1 of the Agreement.

A.17 “Internal Revenue Code” means the Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

A.18 “Payout Share Units” means the performance-adjusted number of Share Units calculated in accordance with Section 6 and eligible to be used in determining the payout amount for a Tranche of

Performance RSUs and related Dividend Equivalents that are settled and paid out in accordance with Sections 7 and 8 of the Agreement.

A.19 “Performance-Based Award” means the Performance RSUs and related Dividend Equivalents award opportunity granted to Grantee pursuant to the Plan and evidenced by the Agreement.

A.20 “Performance measurement date” means, with respect to the Vesting Performance Condition, the year-end or other quarter-end date specified by the applicable provisions of Section 5 of the Agreement as the date as of which the Vesting Performance Condition for a Tranche or Tranches of Performance RSUs and related Dividend Equivalents will be measured to determine whether or not the Vesting Performance Condition for such Tranche or Tranches has been satisfied.

A.21 “Performance RSUs” means the Share-denominated award opportunity performance-based restricted share units granted to Grantee in accordance with Article 10 of the Plan and evidenced by the Agreement.

A.22 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

A.23 “PNC” means The PNC Financial Services Group, Inc.

A.24 “Retiree.” Grantee is sometimes referred to as a “Retiree” if Grantee Retires, as defined in Section A.25.

A.25 “Retires” or “Retirement.” Grantee “Retires” if his or her employment with the Corporation terminates at any time and for any reason (other than termination by reason of Grantee’s death or by the Corporation for Cause and, if the Compensation Committee or the CEO so determines prior to such divestiture, other than by reason of termination in connection with a divestiture of assets or a divestiture of one or more subsidiaries of the Corporation) on or after the first date on which Grantee has both attained at least age fifty-five (55) and completed five (5) years of service, where a year of service is determined in the same manner as the determination of a year of vesting service calculated under the provisions of The PNC Financial Services Group, Inc. Pension Plan.

If Grantee “Retires” as defined herein, the termination of Grantee’s employment with the Corporation is sometimes referred to as “Retirement” and such Grantee’s Termination Date is sometimes also referred to as Grantee’s “Retirement Date.”

A.26 “Section 409A” means Section 409A of the Internal Revenue Code.

A.27 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

A.28 “Settlement Date” has the meaning set forth in Section 7 of the Agreement.

A.29 “Share” means a share of PNC common stock.

A.30 “Target Share Units” means the number of share units specified on page 1 of the Agreement as the Target Share Units, subject to capital adjustments pursuant to Section 10 of the Agreement if any.

A.31 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under generally accepted accounting principles and Grantee does not

continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee's employment with the Corporation terminates effective at the time this occurs.

A.32 "Tranche" means one of the four installments into which the Performance RSUs and related Dividend Equivalents of the Performance-Based Award have been divided as specified in Section 2 of the Agreement.

A.33 "TSR Performance" has the meaning set forth in Section 6 of the Agreement.

A.34 "Vesting Performance Condition" The vesting performance condition for a Tranche or Tranches of the Performance-Based Award is set forth in the applicable subsection of Section 5 of the Agreement.

FORM OF CHANGE OF CONTROL EMPLOYMENT AGREEMENTS

CHANGE OF CONTROL EMPLOYMENT AGREEMENT

CHANGE OF CONTROL EMPLOYMENT AGREEMENT, dated as of the [] day of [], [] (this "Agreement"), by and between The PNC Financial Services Group, Inc., a Pennsylvania corporation (the "Company"), and [] (the "Executive").

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it is in the best interests of the Company and its shareholders to assure that the Company will have the continued dedication of the Executive, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined herein). The Board believes it is imperative to diminish the inevitable distraction of the Executive by virtue of the personal uncertainties and risks created by a pending or threatened Change of Control, to encourage the Executive's full attention and dedication to the Company in the event of any threatened or pending Change of Control and to provide the Executive with compensation and benefits arrangements upon a Change of Control that ensure that the compensation and benefits expectations of the Executive will be satisfied and that provide the Executive with compensation and benefits arrangements that are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Board has caused the Company to enter into this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Certain Definitions. (a) "Effective Date" means the first date during the Change of Control Period (as defined herein) on which a Change of Control occurs. Notwithstanding anything in this Agreement to the contrary, if the Executive's employment with the Company is terminated by the Company other than for Cause, death or Disability prior to the date on which a Change of Control occurs, and if it is reasonably demonstrated by the Executive that such termination of employment (i) was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or (ii) otherwise arose in connection with or anticipation of a Change of Control (such a termination of employment, an "Anticipatory Termination"), then for all purposes of this Agreement, "Effective Date" means the date immediately prior to the date of such termination of employment.

(b) "Change of Control Period" means the period commencing on the date hereof and ending on the third anniversary of the date hereof; *provided, however*, that, commencing on the date one year after the date hereof, and on each annual anniversary of such date (such date and each annual anniversary thereof, the "Renewal Date"), unless previously terminated, the Change of Control Period shall be automatically extended so as to terminate three years from such Renewal Date, unless, at least 60 days prior to the Renewal Date, the Company shall give notice to the Executive that the Change of Control Period shall not be so extended; *provided, however*, that upon the date on which the Executive attains age 65, the Change of Control Period shall be reduced to the one-year period beginning on such date and ending on the first annual anniversary of such date, and commencing on the first annual anniversary of such date and on each subsequent annual anniversary thereof (such annual anniversary and each annual anniversary thereof, the "Post-65 Renewal Date"), the Change of Control Period shall be automatically extended so as to terminate one year from such Post-65 Renewal Date, unless, at least 60 days prior to the Post-65 Renewal Date, the Company shall give notice to the Executive that the Change of Control Period shall not be so extended.

(c) "Affiliated Company" means any company controlled by, controlling or under common control with the Company.

(d) "Benefits Period" means the period commencing on the Date of Termination (as defined herein) and continuing thereafter for the number of months equal to the product of 12 and the Classification Factor.

(e) "Change of Control" means:

(i) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); *provided, however*, that, for purposes of this Section 1(e), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from the Company, (2) any acquisition by the Company, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliated Company, (4) any acquisition pursuant to an Excluded Combination (as defined in Section 1(e)(iii)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding Company Voting Securities or Outstanding Company Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(ii) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a “Business Combination”), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(iv) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

(f) “Classification Factor” means _____ [two or three for all named executive officers], *provided*, that upon the date on which the Executive attains age 65, if and only if the Effective Date has not occurred as of such date, the Classification Factor shall be reduced by one-half.

Section 2. Employment Period. The Company hereby agrees to continue the Executive in its employ, subject to the terms and conditions of this Agreement, for the period commencing on the Effective Date and ending on the second anniversary of the Effective Date (the “Employment Period”). The Employment Period shall terminate upon the Executive’s termination of employment for any reason.

Section 3. Terms of Employment. (a) **Position and Duties.** (i) During the Employment Period, (A) the Executive’s position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held,

exercised and assigned at any time during the 120-day period immediately preceding the Effective Date, (B) the Executive's services shall be performed at the office where the Executive was employed immediately preceding the Effective Date or at any other location less than 50 miles from such office and (C) the Executive shall not be required to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the Effective Date.

(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period, it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements or teach at educational institutions and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement. It is expressly understood and agreed that, to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

(b) **Compensation.** (i) **Base Salary.** During the Employment Period, the Executive shall receive an annual base salary (the "Annual Base Salary") at an annual rate at least equal to 12 times the highest monthly base salary paid or payable, including any base salary that has been earned but deferred, to the Executive by the Company and the Affiliated Companies in respect of the 12-month period immediately preceding the month in which the Effective Date occurs. The Annual Base Salary shall be paid at such intervals as the Company pays executive salaries generally. During the Employment Period, the Annual Base Salary shall be reviewed at least annually, beginning no more than 12 months after the last salary increase awarded to the Executive prior to the Effective Date. Any increase in the Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. The Annual Base Salary shall not be reduced after any such increase and the term "Annual Base Salary" shall refer to the Annual Base Salary as so increased.

(ii) **Annual Bonus.** In addition to the Annual Base Salary, the Executive shall be awarded, for each fiscal year of the Company ending during the Employment Period, an annual bonus (the "Annual Bonus") in cash at least equal the product of (A) the Executive's Annual Base Salary and (B) the Executive's average Bonus Percent (as defined below) for the three fiscal years (or such shorter period during which the Executive has been employed by the Company) immediately preceding the Effective Date (such average, the "Minimum Annual Bonus Percent"). Notwithstanding the foregoing and not in contravention of the foregoing, to the extent that, during the Employment Period, the committee administering the applicable annual incentive plan establishes specific Annual Bonus targets with respect to an applicable fiscal year of the Company ending during the Employment Period for peer executives of the Company, the Annual Bonus target established by such committee for the Executive shall be no less favorable to the Executive than the annual bonus target established for such peer executives of the Company, and any performance criteria established with respect to the Executive's Annual Bonus target shall be (and shall be evaluated on a basis that is) no less favorable to the Executive than the performance criteria (and the basis for evaluation) applicable to peer executives of the Company. For purposes of this Agreement, the "Bonus Percent" shall mean, with respect to a particular fiscal year of the Company, the amount expressed as a percentage equal to (1) the Executive's annual bonus (including any amounts deferred by the Executive and the cash value (measured in accordance with the immediately following sentence) of any portion of any annual bonus amounts paid in stock, restricted stock or other equity-based consideration and of any additional stock, restricted stock or other equity-based awards granted to the Executive with respect to the portion of such bonus amounts paid in stock, restricted stock or an equity-based award) earned under the Company's annual incentive plans, or any comparable bonus under any predecessor or successor plan, during such fiscal year, divided by (2) the Executive's annual base salary paid or payable to the Executive for such fiscal year. For purposes of the preceding sentences, shares of stock or other consideration will be valued without regard to any vesting, transfer or other restrictions applicable to such stock or other consideration, and the cash value of any stock-based portion of such annual bonus will be determined based on a per share value equal to the closing price of the stock, as of the date the shares were awarded, on the principal stock exchange on which the stock is traded, and, with respect to awards that are stock options, based on the grant date value determined based on the Company's valuation methodology as in effect on the date of grant.

Each such Annual Bonus shall be paid no later than two and a half months after the end of the fiscal year of the Company for which the Annual Bonus is awarded, unless the Executive shall elect to defer the receipt of such Annual Bonus pursuant to an arrangement that meets the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

(iii) **Long-Term Cash and Equity Incentives, Savings and Retirement Plans**. During the Employment Period, the Executive shall be entitled to participate in all long-term cash incentive, equity incentive, savings and retirement plans, practices, policies and programs applicable generally to other peer executives of the Company and the Affiliated Companies, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by the Company and the Affiliated Companies for the Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and the Affiliated Companies.

(iv) **Welfare Benefit Plans**. During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and the Affiliated Companies (including, without limitation, medical, prescription, dental, vision, disability, employee life, group life, accidental death and travel accident insurance plans and programs) to the extent applicable generally to other peer executives of the Company and the Affiliated Companies, but in no event shall such plans, practices, policies and programs provide the Executive with benefits that are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of the Company and the Affiliated Companies.

(v) **Expenses**. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred (regardless of whether incurred prior to or following the Effective Date) by the Executive in accordance with the most favorable policies, practices and procedures of the Company and the Affiliated Companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and the Affiliated Companies.

(vi) **Fringe Benefits**. During the Employment Period, the Executive shall be entitled to fringe benefits, including, without limitation, tax and financial planning services, payment of club dues, and, if applicable, transportation benefits and payment of related expenses, in accordance with the most favorable plans, practices, programs and policies of the Company and the Affiliated Companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and the Affiliated Companies.

(vii) **Office and Support Staff**. During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to exclusive personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company and the Affiliated Companies at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other peer executives of the Company and the Affiliated Companies.

(viii) **Vacation**. During the Employment Period, the Executive shall be entitled to paid vacation in accordance with the most favorable plans, policies, programs and practices of the Company and the Affiliated Companies as in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and the Affiliated Companies.

Section 4. Termination of Employment. (a) **Death or Disability.** The Executive's employment shall terminate automatically if the Executive dies during the Employment Period. If the Company determines in good faith that the Disability (as defined herein) of the Executive has occurred during the Employment Period (pursuant to the definition of "Disability"), it may give to the Executive written notice in accordance with Section 11(b) of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive (the "Disability Effective Date"), *provided, however*, that, within the 30 days after such receipt, the Executive shall not have returned to full-time performance of the Executive's duties. "Disability" means the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days as a result of incapacity due to mental or physical illness that is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Executive or the Executive's legal representative (such agreement as to acceptability not to be unreasonably withheld).

(b) **Cause.** The Company may terminate the Executive's employment during the Employment Period with or without Cause. "Cause" means:

(i) the willful and continued failure of the Executive to perform substantially the Executive's duties (as contemplated by Section 3(a)(i)(A)) with the Company or any Affiliated Company (other than any such failure resulting from incapacity due to physical or mental illness or following the Executive's delivery of a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to the Executive by the Board or the Chief Executive Officer of the Company that specifically identifies the manner in which the Board or the Chief Executive Officer of the Company believes that the Executive has not substantially performed the Executive's duties; or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company.

For purposes of this Section 4(b), no act, or failure to act, on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Affiliated Companies and is not publicly-traded, the board of directors of the ultimate parent of the Company (the "Applicable Board"), (B) the instructions of the Chief Executive Officer of the Company or a senior officer of the Company or (C) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding the Executive, if the Executive is a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel for the Executive, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, the Executive is guilty of the conduct described in Section 4(b)(i) or 4(b)(ii), and specifying the particulars thereof in detail.

(c) **Good Reason.** The Executive's employment may be terminated during the Employment Period by the Executive for Good Reason or by the Executive voluntarily without Good Reason. "Good Reason" means:

(i) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities as contemplated by Section 3(a), or any other diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by the Executive;

- (ii) any failure by the Company to comply with any of the provisions of Section 3(b), other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by the Executive;
- (iii) the Company's requiring the Executive to be based at any office or location other than as provided in Section 3(a)(i)(B) of this Agreement;
- (iv) any action or inaction that constitutes a material breach by the Company of this Agreement; or
- (v) any failure by the Company to comply with and satisfy Section 10(c).

For purposes of this Section 4(c) of this Agreement, any good faith determination of Good Reason made by the Executive shall be conclusive. The Executive's mental or physical incapacity following the occurrence of an event described above in clauses (i) through (v) shall not affect the Executive's ability to terminate employment for Good Reason, and the Executive's death following delivery of a Notice of Termination for Good Reason shall not affect the Executive's estate's entitlement to severance payments benefits provided hereunder upon a termination of employment for Good Reason.

(d) **Notice of Termination.** Any termination by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 11(b). "Notice of Termination" means a written notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 60 days after the giving of such notice). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's respective rights hereunder. If within 30 days of receiving the Notice of Termination the party receiving such notice notifies the other party that a dispute exists concerning the provisions of the Agreement that apply to such termination, the dispute shall be resolved either (A) by mutual written agreement of the parties or (B) by a final judgment, order or decree of a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). The parties shall pursue the resolution of such dispute with reasonable diligence. Following the final resolution of such dispute, any party owing any payments under this Agreement pursuant to such resolution shall make all such payments, together with interest at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code ("Interest") determined as of the Date of Termination (and in the case of compensatory amounts payable to the Executive under this Agreement, accrued from the Date of Termination) through the date such payments are actually made. Notwithstanding anything herein to the contrary, the Executive's mental or physical incapacity following the receipt of a Notice of Termination by the Company terminating the Executive's employment other than for Cause shall not affect the obligation of the Company to pay, or the Executive's entitlement to, the payments and benefits to which the Executive is entitled to under this Agreement upon a termination of employment other than for Cause, regardless of whether the Company terminates the Executive's employment as a result of such mental or physical incapacity prior to the date set forth in the Notice of Termination.

(e) **Date of Termination.** "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the date on which the Company notifies the Executive of such termination or such later date specified in the Notice of Termination, as the case may be, (iii) if the Executive resigns without Good Reason, the date on which the Executive notifies the Company of such termination and (iv) if the Executive's employment is terminated by reason of death or Disability, the date of death of the Executive or the Disability Effective Date, as the case may be. Notwithstanding the foregoing, in no event shall the Date of Termination occur until the Executive experiences a "separation from service" within the

meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

Section 5. Obligations of the Company upon Termination (a) **By the Executive for Good Reason; By the Company Other Than for Cause, Death or Disability.** If, during the Employment Period, the Company terminates the Executive's employment other than for Cause, Death or Disability, or the Executive terminates employment for Good Reason:

(i) the Company shall pay to the Executive, in a lump sum in cash within 30 days after the Date of Termination, the aggregate of the following amounts:

(A) the sum of:

- (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid;
- (2) the Executive's business expenses that are reimbursable pursuant to Section 3(b)(v) but have not been reimbursed by the Company as of the Date of Termination;
- (3) if an annual bonus for the fiscal year of the Company immediately preceding the fiscal year of the Company in which the Date of Termination occurs (x) has not been determined as of the Date of Termination, an amount equal to the product of (I) the percentage of the Executive's Annual Base Salary on which the Executive's target cash incentive award is based under the Company's annual incentive plans (the "Target Bonus Percent") in effect during the fiscal year of the Company preceding the Effective Date, or to the extent no such percentage exists, the Minimum Annual Bonus Percent, and (II) the Annual Base Salary, or (y) has been determined as of the Date of Termination but not yet paid, the greater of (I) the bonus amount as so determined and (II) the product of the Minimum Annual Bonus Percent and the Annual Base Salary (such amount, the "Prior Year Bonus");
- (4) any accrued vacation pay to the extent not theretofore paid (the sum of the amounts described in subclauses (1), (2), (3) and (4), the "Accrued Obligations"); and
- (5) an amount equal to the product of (x) the Executive's Target Bonus Percent in effect during the fiscal year of the Company preceding the Effective Date, or to the extent no such percentage exists, the Minimum Annual Bonus Percent, and (y) the Annual Base Salary (such amount, the "Termination Year Bonus");

provided, that notwithstanding the foregoing, if the Executive has made an irrevocable election under any nonqualified deferred compensation arrangement subject to Section 409A of the Code to defer any portion of the Executive's annual bonus for the fiscal year of the Company immediately preceding the fiscal year of the Company in which the Date of Termination occurs, then for purposes of this Section 5 (except as set forth in Section 5(d) with respect to a termination for Cause), such deferral election, and the terms of the applicable deferral arrangement, shall apply to the same portion of the Prior Year Bonus, and such portion shall not be considered as part of the "Accrued Obligations" but shall instead be an "Other Benefit" (as defined below);

(B)

[Alternative 1]

the amount equal to the product of (x) the Classification Factor and (y) the sum of the following amounts:

- (1) the Annual Base Salary; and
- (2) the product of (x) the higher of (I) the Minimum Annual Bonus Percent and (II) the average Bonus Percent for the three fiscal years (or such shorter period during which the Executive has been employed by the Company) immediately preceding the Date of Termination, and (y) the Annual Base Salary (such product, the “Highest Annual Bonus”); *provided*, however, that the Highest Annual Bonus shall be calculated for purposes of this Section 5(a)(i)(B)(2) assuming the Bonus Percent with respect to the fiscal year of the Company immediately preceding the Effective Date is not less than the Executive’s Target Bonus Percent for such fiscal year, but only to the extent such a Target Bonus Percent was established for the Executive; and

[Alternative 2]

the sum of

- (1) the amount equal to the product of (x) the Classification Factor and (y) the Annual Base Salary; and
- (2) the product of (x) the higher of (I) the Minimum Annual Bonus Percent and (II) the average Bonus Percent for the three fiscal years (or such shorter period during which the Executive has been employed by the Company) immediately preceding the Date of Termination, and (y) the Annual Base Salary (such product, the “Highest Annual Bonus”); *provided*, however, that the Highest Annual Bonus shall be calculated for purposes of this Section 5(a)(i)(B)(2) assuming the Bonus Percent with respect to the fiscal year of the Company immediately preceding the Effective Date is not less than the Executive’s Target Bonus Percent for such fiscal year, but only to the extent such a Target Bonus Percent was established for the Executive; and
- (C) an amount equal to the sum of the Company or an Affiliated Company’s (as applicable) contributions under The PNC Financial Services Group, Inc. Incentive Savings Plan and the Supplemental Savings Plan (or similar qualified defined contribution plans and any excess or supplemental defined contribution plans sponsored by an Affiliated Company, if applicable to Executive) in which the Executive participates as of the Date of Termination (or, if more favorable to the Executive, the plans as in effect immediately prior to the Effective Date) (collectively, the “Savings Plans”) that the Executive would receive if the Executive’s employment continued during the Benefits Period, assuming for this purpose that (1) the Executive’s benefits under such plans are fully vested; (2) the Executive’s compensation during each year of the Benefits Period is equal to the Annual Base Salary and the Highest Annual Bonus, and such amounts are paid in equal installments ratably over each year of the Benefits Period; (3) the Executive received (x) an Annual Bonus with respect to the year in which the Date of Termination occurs equal to the amount payable pursuant to Section 5(a)(i)(A)(5) and (y) an Annual Bonus with respect to the fiscal year of the Company preceding the Date of Termination equal to the amount payable pursuant to Section 5(a)(i)(A)(3), in each case, only to the extent that an accrual in respect of the compensation described in this clause (3) has not already been credited to the Executive under the Savings Plans; (4) the amount of any such employer contributions is equal to the maximum amount that could be provided under the terms of the applicable Saving Plans for the year in

which the Date of Termination occurs (or, if more favorable to the Executive, or in the event that as of the Date of Termination the amount of any such contributions for such year is not determinable, the amount of contribution that could be provided under the Savings Plans for the plan year ending immediately prior to the Effective Date) for a participant whose compensation is as provided in clauses (2) and (3) above; and (5) to the extent that the Company's contributions are determined based on the contributions or deferrals of the Executive, disregarding the Executive's actual contributions or deferral elections as of the Date of Termination and assuming that the Executive had elected to participate in the Savings Plans and to defer that percentage of Annual Base Salary and/or Annual Bonuses under the Savings Plans that would result in the maximum possible Company contribution.

(ii) Pension Benefits.

[Alternative 1: For SERP participants who were age 50 or over with at least five years of credited service as of January 1, 1999]

(A) Additional Earnings Credits under the Pension Plan and the Excess Plan. The Company shall pay to the Executive within 30 days of the Date of Termination a lump sum amount in cash equal to the earnings credits (including any transitional earnings credits, to the extent applicable) under The PNC Financial Services Group, Inc. Pension Plan or any successor plan (the "Pension Plan") and the PNC Financial Services Group, Inc. ERISA Excess Pension Plan or any successor plan (the "Excess Plan") in which the Executive participates as of the Date of Termination (or, if more favorable to the Executive, the Pension Plan and the Excess Plan in which the Executive participated as in effect immediately prior to the Effective Date) that the Executive would receive if the Executive's employment continued during the Benefits Period and assuming for this purpose that (1) the Executive's benefits under such plans are fully vested; (2) the Executive's compensation during each year of the Benefits Period is equal to the Annual Base Salary and Highest Annual Bonus, and such amounts are paid in equal installments ratably over each year of the Benefits Period; (3) the Executive received (x) an Annual Bonus with respect to the year in which the Date of Termination occurs equal to the amount payable pursuant to Section 5(a)(i)(A)(5) and (y) an Annual Bonus with respect to the fiscal year of the Company preceding the Date of Termination equal to the amount payable pursuant to Section 5(a)(i)(A)(3), in each case, only to the extent that an accrual in respect of the compensation described in this clause (3) has not already been credited to the Executive under the Pension Plan and the Excess Plan; and (4) the earnings credits are at the level of earnings credits as in effect under the Pension Plan and the Excess Plan as of the Date of Termination (or, if more favorable to the Executive, as in effect under the Pension Plan and the Excess Plan immediately prior to the Effective Date).

(B) Additional SERP Accruals. In addition to the benefits provided under Section 5(a)(ii)(A), the Executive's retirement benefit under The PNC Financial Services Group, Inc. Supplemental Executive Retirement Plan or any successor plan (the "SERP," and together with the Excess Plan, the "Nonqualified Company Pension Plans," and the Nonqualified Company Pension Plans together with the Pension Plan, the "Company Pension Plans") shall be calculated assuming for this purpose that (1) the Executive's employment continued during the Benefits Period and that during such period, (x) the Executive received service credit under the SERP for any purpose for which, and to the extent, the Executive was receiving service credit as of the Date of Termination (or, if more favorable to the Executive, as of the Effective Date), and (y) the Executive's age increased by the number of years (including partial years) that the Executive is deemed to be so employed; (2) the Executive's compensation during each year of the Benefits Period is equal to the Annual Base Salary and Highest Annual Bonus, and such amounts are paid in equal installments ratably over each year of the Benefits Period; and (3) the Executive received (x) an Annual Bonus with respect to the year in which the Date of Termination occurs equal to the amount payable pursuant to Section 5(a)(i)(A)(5) and (y) an Annual Bonus with respect to the fiscal year of the Company preceding the Date of Termination equal to the amount payable pursuant to Section 5(a)(i)(A)(3), in each case, only to the extent that an accrual in respect of the compensation described in this clause (3) has not already been credited to the Executive under the

SERP; *provided, however*, notwithstanding clause (1), in no event shall the Executive be entitled to age or service credit, as a result of the application of this Section 5(a)(ii)(B), beyond the maximum age or maximum number of years of service credit, as applicable, permitted under the SERP.

(C) No Adverse Effect. The determinations and calculations made pursuant to Sections 5(a)(ii)(A) and 5(a)(ii)(B) shall be made without giving effect to any amendments made to the Company Pension Plans during the Employment Period that adversely affect in any manner the amount of pension benefits payable to the Executive under the Company Pension Plans.

[Alternative 2: For all other SERP participants]

(A) Vesting of Pension Plan Benefits

(1) To the extent that (i) the Executive's benefits under The PNC Financial Services Group, Inc. ERISA Excess Pension Plan or any successor plan (the "Excess Plan") and The PNC Financial Services Group, Inc. Supplemental Executive Retirement Plan or any successor plan (the "SERP," and together with the Excess Plan, the "Nonqualified Company Pension Plans") are unvested as of the Date of Termination, and (ii) the Executive would become vested in the Nonqualified Company Pension Plans had the Executive's employment continued for a number of years (including partial years) equal to the Classification Factor, the Executive's benefits under the Nonqualified Company Pension Plans shall vest in full and be paid to the Executive in accordance with the terms of such plans. This clause 5(a)(ii)(A)(1) shall constitute an amendment of the Nonqualified Company Pension Plans.

(2) To the extent that (i) the Executive is not fully vested in the accrued benefit under The PNC Financial Services Group, Inc. Pension Plan or any successor plan (the "Pension Plan," and together with the Nonqualified Company Pension Plans, the "Company Pension Plans") as of the Date of Termination, and (ii) the Executive would become vested in the Pension Plan had the Executive's employment continued for a number of years (including partial years) equal to the Classification Factor, the Company shall immediately credit to the Executive's account balance under the Excess Plan an amount equal to the Executive's unvested benefit under the Pension Plan as of the Date of Termination, which amount will be paid to the Executive in accordance with the terms of, and the Executive's distribution elections (if any) applicable to, the Excess Plan.

(B) Additional Earnings Credits with respect to the Benefits Period. In addition to the benefits provided under Section 5(a)(ii)(A), the Company shall pay to the Executive within 30 days of the Date of Termination a lump sum amount in cash equal to the earnings credits (including any transitional earnings credits, to the extent applicable) under the Company Pension Plans in which the Executive participates as of the Date of Termination (or, if more favorable to the Executive, the Company Pension Plans in which the Executive participated as in effect immediately prior to the Effective Date) that the Executive would receive if the Executive's employment continued during the Benefits Period and assuming for this purpose that (1) the Executive's benefits under such plans are fully vested; (2) the Executive's compensation during each year of the Benefits Period is equal to the Annual Base Salary and the Highest Annual Bonus, and such amounts are paid in equal installments ratably over each year of the Benefits Period; (3) the Executive received (x) an Annual Bonus with respect to the year in which the Date of Termination occurs equal to the amount payable pursuant to Section 5(a)(i)(A)(5) and (y) an Annual Bonus with respect to the fiscal year of the Company preceding the Date of Termination equal to the amount payable pursuant to Section 5(a)(i)(A)(3), in each case, only to the extent that an accrual in respect of the compensation described in this clause (3) has not already been credited to the Executive under the Company Pension Plans; and (4) the earnings credits are at the level of earnings credits (including any transitional earnings credits, to the extent applicable) as in effect

under the Company Pension Plans as of the Date of Termination (or, if more favorable to the Executive, as in effect under the Company Pension Plans immediately prior to the Effective Date).

(C) No Adverse Effect. The determinations and calculations made pursuant to Sections 5(a)(ii)(A)(2) and 5(a)(ii)(B) shall be made without giving effect to any amendments made to the Company Pension Plans during the Employment Period that adversely affect in any manner the amount of pension benefits payable to the Executive under the Company Pension Plans.

[Alternative 3: For all other executive officers]

(A) Vesting of Pension Plan Benefits

(1) To the extent that (i) the Executive's benefits under The PNC Financial Services Group, Inc. ERISA Excess Pension Plan or any successor plan (the "Excess Plan") are unvested as of the Date of Termination, and (ii) the Executive would become vested in the Excess Plan had the Executive's employment continued for a number of years (including partial years) equal to the Classification Factor, Executive's benefits under the Excess Plan shall vest in full and be paid to the Executive in accordance with the terms of such plan. This clause 5(a)(ii)(A)(1) shall constitute an amendment of the Excess Plan.

(2) To the extent that (i) the Executive is not fully vested in the accrued benefit under The PNC Financial Services Group, Inc. Pension Plan or any successor plan (the "Pension Plan," and together with the Excess Plan, the "Company Pension Plans") as of the Date of Termination, and (ii) the Executive would become vested in the Pension Plan had the Executive's employment continued for a number of years (including partial years) equal to the Classification Factor, the Company shall immediately credit to the Executive's account balance under the Excess Plan an amount equal to the Executive's unvested benefit under the Pension Plan as of the Date of Termination, which amount will be paid to the Executive in accordance with the terms of, and the Executive's distribution elections (if any) applicable to, the Excess Plan.

(B) Additional Earnings Credits with respect to the Benefits Period. In addition to the benefits provided under Section 5(a)(ii)(A), the Company shall pay to the Executive within 30 days of the Date of Termination a lump sum amount in cash equal to the earnings credits under the Company Pension Plans in which the Executive participates as of the Date of Termination (or, if more favorable to the Executive, the Company Pension Plans in which the Executive participated as in effect immediately prior to the Effective Date), that the Executive would receive if the Executive's employment continued during the Benefits Period and assuming for this purpose the following: (1) the Executive's benefits under such plans are fully vested; (2) the Executive's compensation during each year of the Benefits Period is equal to the Annual Base Salary and the Highest Annual Bonus, and such amounts are paid in equal installments ratably over each year of the Benefits Period; (3) the Executive received (x) an Annual Bonus with respect to the year in which the Date of Termination occurs equal to the amount payable pursuant to Section 5(a)(i)(A)(5) and (y) an Annual Bonus with respect to the fiscal year of the Company preceding the Date of Termination equal to the amount payable pursuant to Section 5(a)(i)(A)(3), in each case, only to the extent that an accrual in respect of the compensation described in this clause (3) has not already been credited to the Executive under the Company Pension Plans; and (4) the earnings credits are at the level of earnings credits as in effect under the Company Pension Plans as of the Date of Termination or, if more favorable to the Executive, as in effect under the Company Pension Plans immediately prior to the Effective Date.

(C) No Adverse Effect. The determinations and calculations made pursuant Sections 5(a)(ii)(A)(2) and 5(a)(ii)(B) shall be made without giving effect to any amendments made to the Company Pension Plans during the Employment Period that adversely affect in any

manner the amount of pension benefits payable to the Executive under the Company Pension Plans.

(iii) Continued Health Care Insurance Coverage.

(A) During the Benefits Period, the Company shall provide the Executive with medical and dental insurance coverage (the "Health Care Benefits") substantially similar in all respects to those which the Executive was receiving immediately prior to the Notice of Termination or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of the Company and the Affiliated Companies and their families; *provided, however*, that the Health Care Benefits shall be provided during the Benefits Period in such a manner that such benefits are excluded from the Executive's income for federal income tax purposes.

(B) The receipt of the Health Care Benefits shall, except as provided in 5(a)(iii)(E) below, be conditioned upon the Executive continuing to pay the applicable premiums for such Health Care Benefits during the Benefits Period.

(1) The applicable monthly premium shall be the monthly premium as in effect at the Company from time to time with respect to the coverage provided under Section 4980B of the Code (the "COBRA Premium").

(2) During the portion of the Benefits Period in which the Executive continues to receive coverage under the Company's Health Care Benefits plans, the Company shall pay to the Executive an amount equal to the premium cost set forth in clause (1) above, minus the amount equal to the employee contribution rate that is paid by Company employees generally for such coverage, as in effect from time to time (and which amount shall in no event be greater than the employee contribution rate for the applicable level of coverage as in effect immediately prior to the Effective Date and shall not take into account any premium or cost increases which constituted Good Reason pursuant to Section 4(c)), which payment shall be paid in advance on the first payroll day of each month, commencing with the month immediately following the Executive's Date of Termination, provided that the first such payment shall be made within 30 days after the Date of Termination.

(C) The Health Care Benefits otherwise receivable by the Executive pursuant to Section 5(a)(iii) shall terminate if the Executive becomes re-employed with another employer and is eligible to receive health care benefits under another employer-provided plan. The Executive agrees to report to the Company any coverage and benefits actually received by or made available to the Executive from such other employer(s).

(D) During the Benefits Period, the Executive shall be entitled to elect to change the Executive's level of coverage and/or choice of coverage options (such as the Executive only or family medical coverage) with respect to the Health Care Benefits to the same extent that actively employed senior executives of the Company are permitted to make such changes; *provided, however*, that in the event of any such changes, the premiums paid by the Executive for the Health Care Benefits shall reflect any cost increase or decrease to the premium rates set forth in Section 5(a)(iii)(B)(1).

(E) During the COBRA health care continuation coverage period under Section 4980B of the Code (the "COBRA Period"), all group health benefits provided to the Executive pursuant to this Section 5(a)(iii) shall constitute continuation coverage for purposes of Part 6 of Title I of the Employee Retirement Income Security Act of 1974, as amended, and Section 4980B of the Code to the maximum extent permitted thereby. To the extent that, after the COBRA Period, the Company is unable to provide the Executive with the Health Care Benefits required by this Section 5(a)(iii) under the Company's benefit plans in such a manner that such benefits (and

the costs and premiums thereof) are excluded from the Executive's income for federal income tax purposes or otherwise, the Company shall provide such benefits at the level required thereby through the purchase of individual insurance coverage, the full cost of which shall be borne by the Company and paid directly to the applicable insurance carrier at such time as the Company would have otherwise made payments to the Executive pursuant to Section 5(a)(iii)(B)(2) had such benefits been provided through the Company's Health Care Benefits plans.

(iv) The Company shall pay to the Executive, in a lump sum in cash within 30 days after the Date of Termination, an amount equal to the product of (A) the annual premium payments based on the conversion rates applicable to the Executive as of the Date of Termination in respect of the group term life insurance policy (and not any supplemental policies) under which the Executive was covered immediately prior to the Date of Termination and (B) the Classification Factor. To the extent requested by the Executive within 30 days following the Date of Termination, the Company shall take all action necessary, if any, to facilitate the Executive's exercise of all conversion privileges, if any, under such group term life insurance policy.

(v) Except as otherwise set forth in the last sentence of Section 6, to the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any Other Benefits (as defined in Section 6) in accordance with the terms of the underlying plans or agreements.

Notwithstanding the foregoing provisions of this Section 5(a), in the event that the Executive is a "specified employee" within the meaning of Section 409A of the Code (as determined in accordance with the methodology established by the Company as in effect on the Date of Termination) (a "Specified Employee"), amounts that are deferred compensation (within the meaning of Section 409A of the Code) that would otherwise be payable in a lump sum within 30 days following the Date of Termination under Section 5(a) or pursuant to Section 5(a)(iii)(B)(2) during the six-month period immediately following the Date of Termination shall instead be paid, with Interest determined as of the Date of Termination, on the first business day after the date that is six months following the Executive's "separation from service" within the meaning of Section 409A of the Code (the "Delayed Payment Date").

(b) **Death.** If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, the Company shall provide the Executive's estate or beneficiaries with (i) the Accrued Obligations, (ii) an amount equal to the product of (x) the Termination Year Bonus and (y) a fraction, the numerator of which is the number of days in the current fiscal year of the Company through the Date of Termination and the denominator of which is 365 (the "Pro Rata Bonus") and (iii) the timely payment or delivery of the Other Benefits, and shall have no other severance obligations under this Agreement. The Accrued Obligations (subject to the proviso set forth in Section 5(a)(i)(A) to the extent applicable) and the Pro Rata Bonus shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination. With respect to the provision of the Other Benefits, the term "Other Benefits" as utilized in this Section 5(b) shall include, without limitation, and the Executive's estate and/or beneficiaries shall be entitled to receive, benefits at least equal to the most favorable benefits provided by the Company and the Affiliated Companies to the estates and beneficiaries of peer executives of the Company and the Affiliated Companies under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive's estate and/or the Executive's beneficiaries, as in effect on the date of the Executive's death with respect to other peer executives of the Company and the Affiliated Companies and their beneficiaries.

(c) **Disability.** If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, the Company shall provide the Executive with the payments and benefits as set forth in Section 5(a) above at the times provided under Section 5(a) (subject to the proviso set forth in Section 5(a)(i)(A) to the extent applicable); *provided, however*, to the extent that the Executive is a Specified Employee, any such payments and benefits that are deferred compensation (within the meaning of Section 409A of the Code) shall be paid, with Interest, on the Delayed Payment Date. With respect to the provision of the Other Benefits following a Termination of Employment by reason of the Executive's Disability during the Employment Period, the term "Other Benefits" shall include, and the Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Company and the Affiliated

Companies to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive and/or the Executive's family, as in effect at any time thereafter generally with respect to other peer executives of the Company and the Affiliated Companies and their families.

(d) **Cause: Other Than for Good Reason** If the Executive's employment is terminated for Cause during the Employment Period, the Company shall provide the Executive with the Executive's Annual Base Salary through the Date of Termination, and the timely payment or delivery of the Other Benefits (disregarding the proviso set forth in Section 5(a)(i)(A) to the extent applicable), and shall have no other severance obligations under this Agreement. If the Executive voluntarily terminates employment during the Employment Period, excluding a termination for Good Reason, the Company shall provide to the Executive the Accrued Obligations and the timely payment or delivery of the Other Benefits, and shall have no other severance obligations under this Agreement. In such case, all of the Accrued Obligations (subject to the proviso set forth in Section 5(a)(i)(A)) shall be paid to the Executive in a lump sum in cash within 30 days of the Date of Termination.

Section 6. Non-exclusivity of Rights Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or the Affiliated Companies and for which the Executive may qualify, nor, subject to Section 11(f), shall anything herein limit or otherwise affect such rights as the Executive may have under any other contract or agreement with the Company or the Affiliated Companies. Amounts that are vested benefits or that the Executive is otherwise entitled to receive under any plan, policy, practice or program of, or any other contract or agreement with, the Company or the Affiliated Companies at or subsequent to the Date of Termination ("Other Benefits"), including, without limitation, the pension benefits accrued by the Executive under the Company Pension Plans, shall be payable in accordance with such plan, policy, practice or program or contract or agreement, except as explicitly modified by this Agreement. Without limiting the generality of the foregoing, the Executive's resignation under this Agreement with or without Good Reason, shall in no way affect the Executive's ability to terminate employment by reason of the Executive's "retirement" under, or the Executive's eligibility to receive benefits under, any compensation or benefit plans, programs or arrangements of the Company or the Affiliated Companies, including without limitation any retirement or pension plan or arrangement of the Company or the Affiliated Companies or substitute plans adopted by the Company, the Affiliated Companies or their respective successors, and any termination which otherwise qualifies as Good Reason shall be treated as such even if it is also a "retirement" for purposes of any such plan. To the extent that the Worker Adjustment and Retraining Notification Act of 1988 set forth at 29 U.S.C. § 2101 *et seq.* or any similar state or local statute to the extent not preempted by ERISA (the "WARN Act") requires the Company to make a payment (e.g., a payment in lieu of notice) of any kind to the Executive because of the Executive's involuntary termination due to a layoff, reduction in force, plant or facility closing, sale of business, or similar event, the separation pay and benefits provided under this Agreement shall be in lieu of, or in full satisfaction of, the Company's obligations under the WARN Act. Notwithstanding the foregoing, if the Executive receives payments and benefits pursuant to Section 5(a) or 5(c) of this Agreement, the Executive shall not be entitled to any severance pay or benefits under any severance plan, program or policy of the Company and the Affiliated Companies, unless otherwise specifically provided therein in a specific reference to this Agreement.

Section 7. Full Settlement; Legal Fees The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall, subject to Section 11(g), not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action that the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and subject to Section 5(a)(iii)(C), such amounts shall not be reduced whether or not the Executive obtains other employment. The Company agrees to pay as incurred (within 10 days following the Company's receipt of an invoice from the Executive), at any time from the Effective Date of this Agreement through the Executive's remaining lifetime (or, if longer, through the 20th anniversary of the Effective Date) to the full extent permitted by law, all legal fees and expenses that the Executive may reasonably incur as a result of any contest (regardless of the outcome thereof) by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus, in each case,

Interest determined as of the date such legal fees and expenses were incurred; *provided, however*, in connection with a contest initiated by the Executive related to an Anticipatory Termination, if a Change of Control has not occurred during the pendency of such contest relating to an Anticipatory Termination (and unless and until such time as a Change of Control does occur during the 12 months following the date of such Anticipatory Termination), the Company (i) shall not pay such legal fees and expenses as incurred, but (ii) shall reimburse the Executive for such legal fees and expenses within 30 days following the final resolution of such contest if the Executive prevails on a material issue in such contest. In order to comply with Section 409A of the Code, in no event shall the payments by the Company under this Section 7 be made later than the end of the calendar year next following the calendar year in which such fees and expenses were incurred (or, in connection with a contest related to an Anticipatory Termination, following the calendar year in which such contest is finally resolved), *provided, however*, that the Executive shall have submitted an invoice for such fees and expenses at least 10 days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred (or, in connection with a contest related to an Anticipatory Termination, following the calendar year in which such contest is finally resolved). The amount of such legal fees and expenses that the Company is obligated to pay in any given calendar year shall not affect the legal fees and expenses that the Company is obligated to pay in any other calendar year, and the Executive's right to have the Company pay such legal fees and expenses may not be liquidated or exchanged for any other benefit.

Section 8. Certain Additional Payments by the Company.

[Alternative 1: applicable to agreements with executive officers dated prior to September 1, 2009]

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any Payment would be subject to the Excise Tax, then the Executive shall be entitled to receive an additional payment (the "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (and any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, but excluding any income taxes and penalties imposed pursuant to Section 409A of the Code, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. The Company's obligation to make Gross-Up Payments under this Section 8 shall not be conditioned upon the Executive's termination of employment. Notwithstanding the foregoing provisions of this Section 8(a), if it shall be determined that the Executive is entitled to the Gross-Up Payment, but that the Parachute Value of all Payments does not exceed 105% of the Safe Harbor Amount, then no Gross-Up Payment shall be made to the Executive and the amounts payable under this Agreement shall be reduced so that the Parachute Value of all Payments, in the aggregate, equals the Safe Harbor Amount. The reduction of the amounts payable hereunder, if applicable, shall be made by reducing the payments under the following sections in the following order: (i) Section 5(a)(iii)(B)(2); (ii) Section 5(a)(iv); (iii) Section 5(a)(i)(C); (iv) Section 5(a)(i)(B); and (v) Section 5(a)(i)(A)(5). For purposes of reducing the Payments to the Safe Harbor Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. If the reduction of the amount payable under this Agreement would not result in a reduction of the Parachute Value of all Payments to the Safe Harbor Amount, no amounts payable under the Agreement shall be reduced pursuant to this Section 8(a) and the Executive shall be entitled to the Gross-Up Payment.

(b) Subject to the provisions of Section 8(c), all determinations required to be made under this Section 8, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by tax counsel or such other nationally recognized certified public accounting firm as may be designated by the Executive and reasonably acceptable to the Company (the "Accounting Firm"). The Accounting Firm shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment or such earlier time as is requested by the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change of Control, the Executive may appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made (the "Underpayment"), consistent with the calculations required to be made hereunder. In the event the Company exhausts its remedies

pursuant to Section 8(c) and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(c) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable, but no later than 10 business days after the Executive is informed in writing of such claim. The Executive shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30-day period following the date on which the Executive gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that the Company desires to contest such claim, the Executive shall:

- (i) give the Company any information reasonably requested by the Company relating to such claim,
- (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company,
- (iii) cooperate with the Company in good faith in order effectively to contest such claim; and
- (iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest, and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties) imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 8(c), the Company shall control all proceedings taken in connection with such contest, and, at its sole discretion, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the applicable taxing authority in respect of such claim and may, at its sole discretion, either pay the tax claimed to the appropriate taxing authority on behalf of the Executive and direct the Executive to sue for a refund or to contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; *provided, however*, that, if the Company pays such claim and directs the Executive to sue for a refund, the Company shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties) imposed with respect to such payment or with respect to any imputed income in connection with such payment; and *provided, further*, that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which the Gross-Up Payment would be payable hereunder, and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of a Gross-Up Payment or payment by the Company of an amount on the Executive's behalf pursuant to Section 8(c), the Executive becomes entitled to receive any refund with respect to the Excise Tax to which such Gross-Up Payment relates or with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 8(c), if applicable) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after payment by the Company of an amount on the Executive's behalf pursuant to Section 8(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then the amount of such payment shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(e) Any Gross-Up Payment, as determined pursuant to this Section 8, shall be paid by the

Company to the Executive within five days of the receipt of the Accounting Firm's determination; *provided, however*, that, the Gross-Up Payment shall in all events be paid no later than the end of the Executive's taxable year next following the Executive's taxable year in which the Excise Tax (and any income or other related taxes or interest or penalties thereon) on a Payment are remitted to the Internal Revenue Service or any other applicable taxing authority or, in the case of amounts relating to a claim described in Section 8(c) that does not result in the remittance of any federal, state, local and foreign income, excise, social security and other taxes, the calendar year in which the claim is finally settled or otherwise resolved. Notwithstanding any other provision of this Section 8, the Company may, in its sole discretion, withhold and pay over to the Internal Revenue Service or any other applicable taxing authority, for the benefit of the Executive, all or any portion of any Gross-Up Payment, and the Executive hereby consents to such withholding.

(f) Definitions. The following terms shall have the following meanings for purposes of this Section 8:

(i) "Excise Tax" shall mean the excise tax imposed by Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(ii) "Parachute Value" of a Payment shall mean the present value as of the date of the change of control for purposes of Section 280G of the Code of the portion of such Payment that constitutes a "parachute payment" under Section 280G(b)(2), as determined by the Accounting Firm for purposes of determining whether and to what extent the Excise Tax will apply to such Payment.

(iii) A "Payment" shall mean any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable pursuant to this Agreement or otherwise.

(iv) The "Safe Harbor Amount" means 2.99 times the Executive's "base amount," within the meaning of Section 280G(b)(3) of the Code.

[Alternative 2: applicable to agreements with executive officers dated on or after September 1, 2009]

(a) Anything in this Agreement to the contrary notwithstanding, in the event PricewaterhouseCoopers or such other nationally recognized accounting firm as shall be designated by the Company prior to the Effective Date (the "Accounting Firm") shall determine that receipt of all payments or distributions by the Company or its Affiliated Companies in the nature of compensation to or for the Executive's benefit, whether paid or payable pursuant to this Agreement or otherwise (a "Payment") would subject the Executive to the excise tax under Section 4999 of the Code, the Accounting Firm shall determine whether to reduce any of the Payments paid or payable pursuant to this Agreement (the "Agreement Payments") to the Reduced Amount (as defined below). The Agreement Payments shall be reduced to the Reduced Amount if but only if the Accounting Firm determines that the Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Executive's Agreement Payments were reduced to the Reduced Amount. If such a determination is not made by the Accounting Firm, the Executive shall receive all Agreement Payments to which the Executive is entitled under this Agreement.

(b) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 8 shall be binding upon the Company and the Executive and shall be made as soon as reasonably practicable and in no event later than sixty (60) days following the Date of Termination. For purposes of reducing the Agreement Payments to the Reduced Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. The reduction of the amounts payable hereunder, if applicable, shall be made by reducing the payments and benefits under the following sections in the following order: (i) Section 5(a)(iii)(B)(2); (ii) Section 5(a)(iv); (iii) Section 5(a)(i)(C); (iv) Section 5(a)(i)(B); and (v) Section 5(a)(i)(A)(5). All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(c) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement which should not have been so paid or distributed ("Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement could have been so paid or distributed ("Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accounting Firm believes has a high probability of success determines that an Overpayment has been made, the Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code; provided, however, that no amount shall be payable by the Executive to the Company if and to the extent such payment would not either reduce the amount on which the Executive is subject to tax under Section 1 and Section 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be paid promptly (and in no event later than 60 days following the date on which the Underpayment is determined) by the Company to or for the benefit of the Executive together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

(d) For purposes hereof, the following terms have the meanings set forth below:

(i) "Reduced Amount" shall mean the greatest amount of Agreement Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code if the Accounting Firm determines to reduce Agreement Payments pursuant to Section 8(a).

(ii) "Net After-Tax Receipt" shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on the Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to the Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Executive certifies, in the Executive's sole discretion, as likely to apply to him in the relevant tax year(s).

Section 9. Confidential Information; No-Raid. (a) The Executive agrees that, in the event the Executive's employment with the Company is terminated for any reason whatsoever, and as a result of such termination the Executive is entitled to receive the severance amounts and benefits specified in Section 5(a) or Section 5(c), the Executive shall not, for a period of one year after the Date of Termination, employ or offer to employ, solicit, actively interfere with the Company's or any Company affiliate's relationship with, or attempt to divert or entice away, any officer of the Company or any Company affiliate.

(b) The Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential business or technical information, trade secret, knowledge or data relating to the Company or the Affiliated Companies, and their respective businesses, which information, knowledge or data shall have been obtained by the Executive during the Executive's employment by the Company or the Affiliated Companies and which information, trade secret, knowledge or data shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those persons designated by the Company other than (i) information that is generally known in the Company's industry or acquired from public sources, (ii) as required in the course of such employment or (iii) as required by any court, supervisory authority, administrative agency or applicable law. In no event shall an asserted violation of the provisions of this Section 9 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement.

Section 10. Successors. (a) This Agreement is personal to the Executive, and, without the prior written consent of the Company, shall not be assignable by the Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees, and any benefit

payable to or for the benefit of Executive, if legally incompetent, or incapable of giving a receipt therefor, shall be deemed paid when paid to Executive's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Company.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Except as provided in Section 10(c), without the prior written consent of the Executive this Agreement shall not be assignable by the Company.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. "Company" means the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this Agreement by operation of law or otherwise.

Section 11. Miscellaneous. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. Subject to the last sentence of Section 11(h), this Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

if to the Executive:

At the most recent address on file at the Company.

if to the Company:

The PNC Financial Services Group, Inc.
One PNC Plaza
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222
Attention: Chief human resources executive of the Company

with a copy to:

The PNC Financial Services Group, Inc.
One PNC Plaza
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel of the Company

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such United States federal, state or local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Sections 4(c)(i) through 4(c)(v), shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and, subject to Section 1(a), prior to the Effective Date, the Executive's employment may be terminated by either the Executive or the Company at any time prior to the Effective Date, in which case the Executive shall have no further rights under this Agreement. From and after the Effective Date, except as specifically provided herein, this Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof. **[Also includes the following sentence where applicable]** From and after the day and year first above written, this Agreement shall supersede the Change in Control Severance Agreement between the Company (d/b/a PNC Bank Corp.) and the Executive, dated as of [—].

(g) In the event payments are made and benefits provided under Section 5(a) in connection with an Anticipatory Termination, notwithstanding anything contained herein to the contrary, if a Change of Control does not occur within 12 months following the date of such Anticipatory Termination, and the Company makes a demand in writing, (x) the Executive shall forfeit the right to retain, and shall return to the Company, any after-tax cash amounts received by the Executive from the Company, plus any amount realized by the Executive by virtue of such amounts being returned to the Company due to any refund of income or other taxes relating to, or the Executive's ability to take a loss on a tax return for, any such returned amounts, pursuant to Section 5(a)(i)(A)(5), Section 5(a)(i)(B), Section 5(a)(i)(C), Section 5(a)(ii) (to the extent previously paid, and to the extent not previously paid, any additional amounts accrued or benefits deemed to be vested under the Company Pension Plans pursuant to Section 5(a)(ii) shall be forfeited), and Section 5(a)(iv); and (y) the Company's obligations under this Agreement (other than the obligation to reimburse legal fees payable in connection with a contest relating to Anticipatory Termination as provided under Section 7), including but not limited to the provision of Health Care Benefits pursuant to Section 5(a)(iii), shall cease (other than the Executive's continued right to COBRA coverage at the Executive's expense during the COBRA Period) as of the date that is 12 months following the date of such Anticipatory Termination (or, if earlier, the date on which the proposed Change of Control to which the Anticipatory Termination was alleged to have related is finally and formally abandoned or terminated).

(h) The Agreement is intended to comply with the requirements of Section 409A of the Code or an exemption and shall in all respects be administered in accordance with Section 409A of the Code. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may the Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. If the Executive dies following the Date of Termination and prior to the payment of any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the personal representative of the Executive's estate within 30 days after the date of the Executive's death. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, without limitation, that (i) in no event shall reimbursements by the Company under this Agreement be made later than the end of the calendar year next following the calendar year in which the applicable fees and expenses were incurred, provided, that the Executive shall have submitted an invoice for such fees and expenses at least 10 days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred; (ii) the amount of in-kind benefits that the Company is obligated to pay or provide in any given calendar year shall not affect the in-kind benefits that the Company is obligated to pay or provide in any other calendar year; (iii) the Executive's right to have the Company pay or provide such reimbursements and in-kind benefits may not be liquidated or exchanged for any other benefit; and (v) in no event shall the Company's obligations to make such reimbursements or to provide such in-kind benefits apply later than the Executive's remaining lifetime (or if longer, through the 20th anniversary of the Effective Date). Prior to the Effective Date but within the time period permitted by the applicable Treasury Regulations, the Company may, in consultation with the Executive, modify the Agreement, in the least restrictive manner necessary and without any diminution in the value of the payments to the Executive, in order to cause the provisions of the Agreement to comply with the requirements of Section 409A of the Code, so as to avoid the imposition of taxes and penalties on the Executive pursuant to Section 409A of the Code.

(i) In the event the payments to be provided to the Executive under Section 5(a) are not to be paid until the Delayed Payment Date, then within five business days of the Executive's Date of Termination, the Company shall deliver cash, in an amount equal to the aggregate of the cash amounts payable under Section 5(a) (plus the estimated Interest) and, to the extent not previously paid (or immediately payable within five business days of the determination in accordance with Section 8(e) of this Agreement), any unpaid portion of the then estimated Gross-Up Payment (as determined by the Accounting Firm), to a "rabbi trust" (the "Trust") to be established by the Company with a nationally recognized financial institution as trustee (the "Trustee") to be held by the Trustee pursuant to the terms of the trust agreement entered into between the Company and the Trustee prior to the Effective Date; *provided, however*, that the Trust shall not be funded if the funding thereof would result in taxable income to the Executive by reason of Section 409A(b) of the Code; and *provided, further*, in no event shall any Trust assets at any time be located or transferred outside of the United States, within the meaning of Section 409A(b) of the Code. Any fees and expenses of the Trustee shall be paid by the Company.

(j) Upon the expiration or other termination of this Agreement or the Executive's employment, the respective rights and obligations of the parties hereto shall survive until such rights and obligations have been fulfilled.

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from the Board, the Company has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

THE PNC FINANCIAL SERVICES GROUP, INC.

By: _____
[Officer]

EXECUTIVE

By: _____
[Executive]

The PNC Financial Services Group, Inc. and Subsidiaries
Computation of Ratio of Earnings
to Fixed Charges (1)

Dollars in millions	Three months ended March 31, 2011	Year Ended December 31					
		2010	2009	2008	2007	2006	
Earnings							
Pretax income from continuing operations before adjustment for noncontrolling interests in consolidated subsidiaries or income or loss from equity investees	\$	1,062	\$3,680	\$3,135	\$ 946	\$1,612	\$3,737
Add:							
Distributed income of equity investees		50	167	171	157	124	20
Fixed charges excluding interest on deposits		256	1,092	1,396	1,026	1,208	778
Less:							
Noncontrolling interests in pretax income of subsidiaries that have not incurred fixed charges		34	148	126	122	101	33
Interest capitalized			1	3			
Earnings excluding interest on deposits		1,334	4,790	4,573	2,007	2,843	4,502
Interest on deposits		182	963	1,741	1,485	2,053	1,590
Total earnings	\$	1,516	\$5,753	\$6,314	\$3,492	\$4,896	\$6,092
Fixed charges							
Interest on borrowed funds	\$	215	\$ 918	\$1,225	\$ 961	\$1,143	\$ 719
Interest component of rentals		31	134	131	64	64	59
Amortization of notes and debentures		10	39	37	1	1	
Interest capitalized			1	3			
Fixed charges excluding interest on deposits		256	1,092	1,396	1,026	1,208	778
Interest on deposits		182	963	1,741	1,485	2,053	1,590
Total fixed charges	\$	438	\$2,055	\$3,137	\$2,511	\$3,261	\$2,368
Ratio of earnings to fixed charges							
Excluding interest on deposits		5.21x	4.39x	3.28x	1.96x	2.35x	5.79x
Including interest on deposits		3.46	2.80	2.01	1.39	1.50	2.57

(1) As defined in Item 503(d) of Regulation S-K.

The PNC Financial Services Group, Inc. and Subsidiaries
Computation of Ratio of Earnings
to Fixed Charges and Preferred Stock Dividends (1)

<i>Dollars in millions</i>	Three months ended March 31, 2011	Year Ended December 31				
		2010	2009	2008	2007	2006
Earnings						
Pretax income from continuing operations before adjustment for noncontrolling interests in consolidated subsidiaries or income or loss from equity investees	\$ 1,062	\$3,680	\$3,135	\$ 946	\$1,612	\$3,737
Add:						
Distributed income of equity investees	50	167	171	157	124	20
Fixed charges and preferred stock dividends excluding interest on deposits	262	1,316	1,993	1,059	1,209	779
Less:						
Noncontrolling interests in pretax income of subsidiaries that have not incurred fixed charges	34	148	126	122	101	33
Interest capitalized		1	3			
Preferred stock dividend requirements	6	224	597	33	1	1
Earnings excluding interest on deposits	1,334	4,790	4,573	2,007	2,843	4,502
Interest on deposits	182	963	1,741	1,485	2,053	1,590
Total earnings	\$ 1,516	\$5,753	\$6,314	\$3,492	\$4,896	\$6,092
Fixed charges and preferred stock dividends						
Interest on borrowed funds	\$ 215	\$ 918	\$1,225	\$ 961	\$1,143	\$ 719
Interest component of rentals	31	134	131	64	64	59
Amortization of notes and debentures	10	39	37	1	1	
Interest capitalized		1	3			
Preferred stock dividend requirements	6	224	597	33	1	1
Fixed charges and preferred stock dividends excluding interest on deposits	262	1,316	1,993	1,059	1,209	779
Interest on deposits	182	963	1,741	1,485	2,053	1,590
Total fixed charges and preferred stock dividends	\$ 444	\$2,279	\$3,734	\$2,544	\$3,262	\$2,369
Ratio of earnings to fixed charges and preferred stock dividends						
Excluding interest on deposits	5.09x	3.64x	2.29x	1.90x	2.35x	5.78x
Including interest on deposits	3.41	2.52	1.69	1.37	1.50	2.57

(1) As defined in Item 503(d) of Regulation S-K.

In accordance with Exchange Act Rules 13a-14(f) and 15d-14(f), this certification does not relate to Interactive Data Files or XBRL-Related Documents as defined in Rule 11 of Regulation S-T.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, James E. Rohr, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 of The PNC Financial Services Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2011

/s/ James E. Rohr

James E. Rohr
Chairman and Chief Executive Officer

In accordance with Exchange Act Rules 13a-14(f) and 15d-14(f), this certification does not relate to Interactive Data Files or XBRL-Related Documents as defined in Rule 11 of Regulation S-T.

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Richard J. Johnson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 of The PNC Financial Services Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2011

/s/ Richard J. Johnson

Richard J. Johnson

Executive Vice President and Chief Financial Officer

In accordance with Exchange Act Rules 13a-14(f) and 15d-14(f), this certification does not relate to Interactive Data Files or XBRL-Related Documents as defined in Rule 11 of Regulation S-T.

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 of The PNC Financial Services Group, Inc. (Corporation) as filed with the Securities and Exchange Commission on the date hereof (Report), I, James E. Rohr, Chairman and Chief Executive Officer of the Corporation, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation for the dates and periods covered by the Report.

This certificate is being made for the exclusive purpose of compliance by the Chief Executive Officer of the Corporation with the requirements of Section 906 of the Sarbanes-Oxley Act of 2002, and may not be used by any person or for any reason other than as specifically required by law.

/s/ James E. Rohr

James E. Rohr
Chairman and Chief Executive Officer
May 9, 2011

In accordance with Exchange Act Rules 13a-14(f) and 15d-14(f), this certification does not relate to Interactive Data Files or XBRL-Related Documents as defined in Rule 11 of Regulation S-T.

**CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 of The PNC Financial Services Group, Inc. (Corporation) as filed with the Securities and Exchange Commission on the date hereof (Report), I, Richard J. Johnson, Chief Financial Officer of the Corporation, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation for the dates and periods covered by the Report.

This certificate is being made for the exclusive purpose of compliance by the Chief Financial Officer of the Corporation with the requirements of Section 906 of the Sarbanes-Oxley Act of 2002, and may not be used by any person or for any reason other than as specifically required by law.

/s/ Richard J. Johnson

Richard J. Johnson

Executive Vice President and Chief Financial Officer

May 9, 2011