

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, 2012

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 May 2, 2012, there were 528,783,529 shares of the registrant's common stock (\$5 par value) outstanding.

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## FINANCIAL REVIEW

### TABLE 1: CONSOLIDATED FINANCIAL HIGHLIGHTS

THE PNC FINANCIAL SERVICES GROUP, INC.

Dollars in millions, except per share data Unaudited	Three months ended March 31	
	2012	2011
<b>Financial Results (a)</b>		
Revenue		
Net interest income	\$2,291	\$2,176
Noninterest income	1,441	1,455
Total revenue	3,732	3,631
Noninterest expense (b)	2,455	2,070
Pretax, pre-provision earnings (c)	1,277	1,561
Provision for credit losses	185	421
Income before income taxes and noncontrolling interests (pretax earnings)	\$1,092	\$1,140
Net income	\$ 811	\$ 832
Less:		
Net income (loss) attributable to noncontrolling interests	6	(5)
Preferred stock dividends and discount accretion	39	4
Net income attributable to common shareholders	\$ 766	\$ 833
Diluted earnings per common share	\$ 1.44	\$ 1.57
Cash dividends declared per common share (d)	\$ .35	\$ .10
Integration costs:		
Pretax	\$ 145	\$ 1
After-tax	\$ 94	
Impact on diluted earnings per share	\$ .18	
<b>Performance Ratios</b>		
Net interest margin (e)	3.90%	3.94%
Noninterest income to total revenue	39	40
Efficiency	66	57
Return on:		
Average common shareholders' equity	9.41	11.12
Average assets	1.16	1.29

See page 57 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 after-tax amounts in this table and notes below were calculated using a marginal federal income tax rate of 35% and include applicable income tax adjustments.

- (a) 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.
- (b) Includes expenses of \$38 million and \$5 million (\$24 million and \$4 million after taxes, respectively) for the three months ended March 31, 2012 and March 31, 2011 for residential mortgage foreclosure-related expenses. The impact on diluted earnings per share was \$.05, and \$.01 for the three months ended March 31, 2012 and March 31, 2011.
- (c) We believe that pretax, pre-provision earnings, a non-GAAP measure, is useful as a tool to help evaluate our earnings created by operating leverage.
- (d) In April 2012, the PNC Board of Directors declared a quarterly cash dividend on common stock of 40 cents per share, an increase of 5 cents per share, or 14%, from the prior quarterly dividend of 35 cents per share. The increased dividend was paid on the next business day after May 5, 2012 to shareholders of record at the close of business on April 17, 2012.
- (e) 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 generally accepted accounting principles (GAAP) in the Consolidated Income Statement. The taxable-equivalent adjustments to net interest income for the three months ended March 31, 2012 and March 31, 2011 were \$31 million and \$24 million, respectively.

**TABLE 1: CONSOLIDATED FINANCIAL HIGHLIGHTS (CONTINUED) (a)**

Unaudited	March 31 2012	December 31 2011	March 31 2011
<b>Balance Sheet Data</b> (dollars in millions, except per share data)			
Assets	\$295,883	\$ 271,205	\$259,378
Loans (b) (c)	176,214	159,014	149,387
Allowance for loan and lease losses (b)	4,196	4,347	4,759
Interest-earning deposits with banks (b)	2,084	1,169	1,359
Investment securities (b)	64,554	60,634	60,992
Loans held for sale (c)	2,456	2,936	2,980
Goodwill and other intangible assets	11,188	10,144	10,764
Equity investments (b) (d)	10,352	10,134	9,595
Noninterest-bearing deposits	62,463	59,048	48,707
Interest-bearing deposits	143,664	128,918	133,283
Total deposits	206,127	187,966	181,990
Transaction deposits	164,575	147,637	134,516
Borrowed funds (b)	42,539	36,704	34,996
Shareholders' equity	35,045	34,053	31,132
Common shareholders' equity	33,408	32,417	30,485
Accumulated other comprehensive income (loss)	281	(105)	(309)
Book value per common share	63.26	61.52	58.01
Common shares outstanding (millions)	528	527	526
Loans to deposits	85%	85%	82%
<b>Client Assets</b> (billions)			
Discretionary assets under management	\$ 112	\$ 107	\$ 110
Nondiscretionary assets under administration	107	103	109
Total assets under administration	219	210	219
Brokerage account assets	37	34	35
Total client assets	\$ 256	\$ 244	\$ 254
<b>Capital Ratios</b>			
Tier 1 common	9.3%	10.3%	10.3%
Tier 1 risk-based (e)	11.4	12.6	12.6
Total risk-based (e)	14.4	15.8	16.2
Leverage (e)	10.5	11.1	10.6
Common shareholders' equity to assets	11.3	12.0	11.8
<b>Asset Quality</b>			
Nonperforming loans to total loans	2.03%	2.24%	2.88%
Nonperforming assets to total loans, OREO and foreclosed assets	2.46	2.60	3.29
Nonperforming assets to total assets	1.47	1.53	1.90
Net charge-offs to average loans (for the three months ended) (annualized)	.81	.83	1.44
Allowance for loan and lease losses to total loans	2.38	2.73	3.19
Allowance for loan and lease losses to nonperforming loans (f)	117	122	110
Accruing loans past due 90 days or more (g)	\$ 2,609	\$ 2,973	\$ 2,645

(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.

(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) Amounts include our equity interest in BlackRock.

(e) 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 comparable well-capitalized levels are 6.0% for Tier 1 risk-based, 10.0% for Total risk-based, and 5.0% for Leverage.

(f) The allowance for loan and lease losses includes impairment reserves attributable to purchased impaired loans. Nonperforming loans exclude certain government insured or guaranteed loans, loans held for sale, loans accounted for under the fair value option and purchased impaired loans.

(g) Excludes loans held for sale and purchased impaired loans. In the first quarter of 2012, we adopted a policy stating that home equity loans past due 90 days or more would be placed on nonaccrual status. Prior policy required that these loans be past due 180 days before being placed on nonaccrual status.

## 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 2011 Annual Report on Form 10-K as amended by Amendment No. 1 on Form 10-K/A (2011 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, regulatory and legal risks, see the following sections as they appear in this Report and in our 2011 Form 10-K: the Risk Management section of the Financial Review portion of the respective report; Item 1A Risk Factors included in our 2011 Form 10-K; and the Legal Proceedings and Commitments and Guarantees Notes of the Notes to Consolidated Financial Statements included in the respective 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 from 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 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, Illinois, Maryland, Indiana, North Carolina, Florida, Kentucky, Washington, D.C., Alabama, Delaware, Georgia, Virginia, Missouri, Wisconsin and South Carolina. PNC also provides certain products and services internationally.

#### KEY STRATEGIC GOALS

We manage our company for the long term and seek to manage risk in keeping with a moderate risk philosophy. We emphasize 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 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 managing a significantly enhanced branding initiative. This strategy is designed to give our 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 have made substantial progress in transitioning our balance sheet and managing our risks over the past several years. Our actions have resulted in a strong capital position, created a well-positioned balance sheet, reduced credit risk, and helped us to maintain strong liquidity and investment flexibility to adjust, where appropriate and permissible, to changing interest rates and market conditions. We remain committed to our moderate risk philosophy. We believe, however, that characterizing our view of our overall risk profile at a given time in a single word (as opposed to describing our efforts to seek to manage risk in keeping with our moderate risk philosophy) is not meaningful to investors and, as a result, we will no longer make such characterizations in our public disclosures. PNC faces a variety of risks that may impact different aspects of our risk profile from time to time, the extent of each varying depending on factors such as the current economic, political and regulatory environment, the impact of mergers and acquisition activity, and operational challenges. Many of these risks and our risk management strategies are described in more detail in our 2011 Form 10-K and elsewhere in this Report.

We expect to build capital via retained earnings while having opportunities to return capital to shareholders during 2012. See the 2012 Capital and Liquidity Actions section of this Executive Summary, the Funding and Capital Sources section of the Consolidated Balance Sheet Review section and the Liquidity Risk Management section of this Financial Review and the Supervision and Regulation section in Item 1 of our 2011 Form 10-K.

#### RBC BANK (USA) ACQUISITION

On March 2, 2012, we acquired 100% of the issued and outstanding common stock of RBC Bank (USA), the US retail banking subsidiary of Royal Bank of Canada. As part of the

acquisition, PNC also purchased a credit card portfolio from RBC Bank (Georgia), National Association. PNC paid \$3.6 billion in cash as the consideration for the acquisition of both RBC Bank (USA) and the credit card portfolio, subject to certain post-closing adjustments that are considered normal course of business. The transaction added approximately \$18.1 billion in deposits, \$14.5 billion of loans and \$1.1 billion of goodwill and intangible assets to PNC's Consolidated Balance Sheet. Our Consolidated Income Statement includes the impact of business activity associated with the RBC Bank (USA) acquisition subsequent to March 2, 2012.

RBC Bank (USA), based in Raleigh, North Carolina, operated more than 400 branches in North Carolina, Florida, Alabama, Georgia, Virginia and South Carolina. The primary reasons for the acquisition of RBC were to enhance shareholder value, to improve PNC's competitive position in the financial services industry and to further expand PNC's existing branch network in the states where it currently operates as well as expanding into new markets. When combined with PNC's existing network, PNC now has 2,900 branches across 17 states and the District of Columbia, ranking it fifth among U.S. banks in branches. See Note 2 Acquisition and Divestiture Activity in the Notes To Consolidated Financial Statements in this Report.

On April 20, 2012, PNC signed a purchase and assumption agreement with Union Bank, N.A. pursuant to which Union Bank will assume the deposits and acquire certain assets of the Smartstreet business unit, which was acquired by PNC as part of the RBC Bank (USA) acquisition. Smartstreet is a nationwide business focused on homeowner or community association managers and has approximately \$1 billion of assets and deposits as of March 31, 2012. The transaction is expected to close in the fourth quarter of 2012 and is subject to certain closing conditions, including regulatory approval. Financial terms of the transaction have not been disclosed.

#### **FLAGSTAR BRANCH ACQUISITION**

Effective December 9, 2011, PNC acquired 27 branches in the northern metropolitan Atlanta, Georgia area from Flagstar Bank, FSB, a subsidiary of Flagstar Bancorp, Inc. We assumed approximately \$210.5 million of deposits associated with these branches. No loans were acquired in the transaction. Our Consolidated Income Statement includes the impact of the branch activity subsequent to our December 9, 2011 acquisition. See Note 2 Acquisition and Divestiture Activity in the Notes To Consolidated Financial Statements in this Report.

#### **BANKATLANTIC BRANCH ACQUISITION**

Effective June 6, 2011, PNC acquired 19 branches in the greater Tampa, Florida area from BankAtlantic, a subsidiary of BankAtlantic Bancorp, Inc. We assumed approximately \$324.5 million of deposits associated with these branches. No loans were acquired in the transaction. Our Consolidated

Income Statement includes the impact of the branch activity subsequent to our June 6, 2011 acquisition. See Note 2 Acquisition and Divestiture Activity in the Notes To Consolidated Financial Statements in this Report.

#### **2012 CAPITAL AND LIQUIDITY ACTIONS**

Our ability to take certain capital actions, including plans to pay or increase common stock dividends or to repurchase shares under current or future programs, is 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 Comprehensive Capital Analysis and Review (CCAR) process. This capital adequacy assessment is based on a review of a comprehensive capital plan submitted to the Federal Reserve. In connection with the annual review process for 2012 (2012 CCAR), PNC filed its capital plan with the Federal Reserve on January 9, 2012. As we announced on March 13, 2012, the Federal Reserve accepted the capital plan that we submitted for their review and did not object to our capital actions proposed as part of that plan. The capital actions included recommendations to increase the quarterly common stock dividend and a modest share repurchase program. For additional information concerning the CCAR process and the factors the Federal Reserve takes into consideration in evaluating capital plans, see Item 1 Business – Supervision and Regulation included in our 2011 Form 10-K.

On April 5, 2012, consistent with our capital plan submitted to the Federal Reserve in 2012, our Board of Directors approved an increase to PNC's quarterly common stock dividend from \$.35 per common share to \$.40 per common share. For the second quarter of 2012, the increased dividend was payable to shareholders of record at the close of business on April 17, 2012 and the payment date was May 5, 2012. Additionally, also consistent with that capital plan, PNC plans to purchase up to \$250 million of common stock under our existing 25 million share repurchase program in open market or privately negotiated transactions during the remainder of 2012. We did not repurchase any shares under PNC's existing common stock repurchase program in the first quarter of 2012. The discussion of capital within the Consolidated Balance Sheet Review section of this Financial Review includes additional information regarding our common stock repurchase program.

On March 8, 2012, PNC Funding Corp issued \$1 billion of senior notes, unconditionally guaranteed by The PNC Financial Services Group, Inc., due March 8, 2022. Interest is paid semi-annually at a fixed rate of 3.30%. The offering resulted in gross proceeds to us of \$990 million before offering related expenses. We intend to use the net proceeds from this offering for general corporate purposes, which may include: advances to PNC and its subsidiaries to finance their activities, repayment of outstanding indebtedness, and repurchases and redemptions of issued and outstanding securities of PNC and its subsidiaries.

On April 10, 2012, we announced that May 25, 2012 will be the redemption date of \$500 million of trust preferred securities issued by National City Capital Trust III with a current distribution rate of 6.625% and an original scheduled maturity date of May 25, 2047 and submitted a redemption notice to the trustee. The redemption price will be \$25 per trust preferred security plus any accrued and unpaid distributions to the redemption date of May 25, 2012. In addition, on April 25, 2012 we redeemed \$300 million of trust preferred securities issued by PNC Capital Trust D with a distribution rate of 6.125% and \$6 million of trust preferred securities issued by Yardville Capital Trust III with a distribution rate of 10.18%. These redemptions together will result in a noncash charge for the unamortized discounts of approximately \$130 million in the second quarter of 2012. We have an additional \$1 billion of securities that are redeemable at par beginning in the latter half of 2012, and if we call those securities, we expect that the related noncash charges will be approximately \$150 million.

On April 24, 2012, we issued 60 million depositary shares, each representing a 1/4,000th interest in a share of our Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series P, in an underwritten public offering resulting in gross proceeds of \$1.5 billion to us before commissions and expenses. We granted the underwriters an option to purchase up to an additional 3 million depositary shares within 30 days after April 19, 2012 at the public offering price, less underwriting discounts and commissions, to cover overallocments, if any. We intend to use the net proceeds from the sale of the depositary shares for general corporate purposes, which may include repurchases and redemptions of issued and outstanding securities of PNC and its subsidiaries, including trust preferred securities.

#### **RECENT MARKET AND INDUSTRY DEVELOPMENTS**

There have been numerous legislative and regulatory developments and dramatic changes in the competitive landscape of our industry over the last several years.

The United States and other governments have undertaken major reform of the regulation of the financial services industry, including engaging in new efforts to impose requirements designed to strengthen the stability of the financial system and protect consumers and investors from financial abuse. We expect to face further increased regulation of our industry as a result of current and future initiatives intended to provide economic stimulus, financial market stability and enhanced regulation of financial services companies and to enhance the liquidity and solvency of financial institutions and markets. We also expect in many cases more intense scrutiny from our bank supervisors in the examination process and more aggressive enforcement of regulations on both the federal and state levels. Compliance with new regulations will increase our costs and reduce our revenue. Some new regulations may limit our ability to pursue

certain desirable business opportunities, place constraints on business activities we currently conduct, or have other adverse impacts on our operations or revenue.

The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), enacted in July 2010, mandates the most wide-ranging overhaul of financial industry regulation in decades. Many parts of the law are now in effect and others are now in the implementation stage, which is likely to continue for several years.

Until such time as the regulatory agencies issue final regulations implementing all of the numerous provisions of Dodd-Frank, 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 effort by international banking supervisors to improve the ability of the banking sector to absorb shocks in periods of financial and economic stress and changes by the federal banking agencies to reduce the use of credit ratings in the rules governing regulatory capital. 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. The Basel III accord provides for the new Basel III capital standards to become effective under a phase-in period beginning January 1, 2013 and to be in full effect on January 1, 2019. Basel III capital standards require implementing regulations and standards by the U.S. banking regulators.

The Basel III initiatives also include new, quantitative short-term liquidity standards (the Liquidity Coverage Ratio) and long-term funding standards (the Net Stable Funding Ratio). The Liquidity Coverage Ratio, which is scheduled to take effect on January 1, 2015, requires a banking organization to maintain a sufficient level of unencumbered, high-quality liquid assets that could be converted to cash to meet projected cash outflows during a 30-day severe stress scenario. The Net Stable Funding Ratio, which is scheduled to take effect on January 1, 2018, is designed to promote a stable maturity structure of assets and liabilities of banking organizations over a one-year time horizon. Accordingly, it measures the amount of longer-term, stable sources of funding available to support the portion of a banking organization’s assets (both on- and off-balance sheet) that could not be readily converted to cash over a stress period lasting one year. Like the Basel III capital standards, the Basel III liquidity standards require implementing regulations by the U.S. banking regulators.



A number of reform provisions are likely to significantly impact the ways in which banks and bank holding companies, including PNC, do business. We provide additional information on a number of these provisions (including new regulatory agencies (such as the Consumer Financial Protection Bureau (CFPB)), consumer protection regulation, enhanced capital requirements, limitations on investment in and sponsorship of funds, risk retention by securitization participants, new regulation of derivatives, potential applicability of state consumer protection laws, and limitations on interchange fees) and some of their potential impacts on PNC in Item 1 Business-Supervision and Regulation and Item 1A Risk Factors included in our 2011 Form 10-K.

#### **RESIDENTIAL MORTGAGE 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 1.4% according to the National Mortgage News. 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).

There have been, and continue to be, numerous governmental, legislative and regulatory inquiries and investigations on this topic and other issues related to mortgage lending and servicing. These inquiries and investigations may result in significant additional actions, penalties or other remedies.

For additional information, including with respect to some of these other ongoing governmental, legislative and regulatory inquiries, please see Item 1A Risk Factors and Note 22 Legal Proceedings in Item 8 in our 2011 Form 10-K.

#### **PNC'S PARTICIPATION IN SELECT GOVERNMENT PROGRAMS**

##### **FDIC Temporary Liquidity Guarantee Program (TLGP) – Transaction Account Guarantee Program**

Part of the FDIC's Temporary Liquidity Guarantee Program involves providing full deposit insurance coverage for non-interest bearing transaction accounts in FDIC-insured institutions, regardless of the dollar amount (TLGP-Transaction Account Guarantee Program).

Beginning January 1, 2010, PNC Bank, N.A. ceased participating in the FDIC's TLGP-Transaction Account Guarantee Program. Dodd-Frank, however, extended for two years, beginning December 31, 2010, unlimited deposit insurance coverage for non-interest bearing transaction accounts held at all banks. Therefore, eligible accounts at PNC Bank, N.A. are again eligible for unlimited deposit insurance, through December 31, 2012. Coverage under this extension is in addition to, and separate from, the coverage available under the FDIC's general deposit insurance rules. We believe that

FDIC insurance has been an attraction for customers seeking to maintain liquidity during this prolonged period of low interest rates.

##### **Home Affordable Modification Program (HAMP)**

As part of its effort to stabilize the US housing market, in March 2009 the Obama Administration published detailed guidelines implementing HAMP, and authorized servicers to begin loan modifications under the program. PNC began participating in HAMP through its then subsidiary National City Bank in May 2009 and directly through PNC Bank, N.A. in July 2009, and entered into an agreement on October 1, 2010 to participate in the Second Lien Program. HAMP was scheduled to terminate as of December 31, 2012; however, the Administration has announced that the HAMP program deadline will be extended to December 31, 2013.

##### **Home Affordable Refinance Program (HARP)**

Another part of its efforts to stabilize the US housing market is the Obama Administration's Home Affordable Refinance Program (HARP), which provided a means for certain borrowers to refinance their mortgage loans. PNC began participating in HARP in May 2009. On October 24, 2011 the Obama Administration announced revisions to the program (HARP 2), increasing borrower eligibility and extending the program for another twelve months with a new termination date of December 31, 2013. During the fourth quarter of 2011, both FNMA and FHLMC announced their respective HARP 2 provisions and in December 2011 PNC began participating in HARP 2 with both entities. Under HARP 2 there is no limit on the borrower's loan-to-value (LTV) for fixed rate mortgages, which was a key change from the original program's 125% LTV limit. This change significantly increased the number of borrowers eligible for a refinance under the program. During the first quarter of 2012, nearly 30% of PNC's mortgage loan originations were original HARP or HARP 2 refinancing transactions.

#### **KEY FACTORS AFFECTING FINANCIAL PERFORMANCE**

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

- General economic conditions, including the continuity, 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 non-loan 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 elsewhere in this Report, and
- The impact of market credit spreads on asset valuations.

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

- 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, and integration of the acquired RBC Bank (USA) businesses into PNC,
- Revenue growth and our ability to provide innovative and valued products to our customers,
- Our ability to utilize technology to develop and deliver products and services to our customers,
- Our ability to manage and implement strategic business objectives within the changing regulatory environment,
- A sustained focus on expense management,
- Managing the non-strategic assets portfolio and impaired assets,
- Improving our overall asset quality,
- Continuing to maintain and grow our deposit base as a low-cost funding source,
- Prudent risk and capital management related to our efforts to operate in accordance with our moderate risk philosophy, and to meet evolving regulatory capital standards,
- Actions we take within the capital and other financial markets, and
- The impact of legal and regulatory-related contingencies.

For additional information, please see the Cautionary Statement Regarding Forward-Looking Information section in this Financial Review and Item 1A Risk Factors in our 2011 Form 10-K.

#### **INCOME STATEMENT HIGHLIGHTS**

- Net income for the first quarter of 2012 of \$811 million was down 3% compared to first quarter of 2011. Net income for the first quarter of 2012 included integration costs of \$145 million, additions to legal reserves of \$72 million, operating expenses of \$40 million for the RBC Bank (USA) acquisition, and \$38 million of residential mortgage foreclosure-related expenses. The impacts of these items were not significant to net income for the first quarter of 2011.

- Net interest income of \$2.3 billion for the first quarter of 2012 increased 5 percent compared with the first quarter of 2011 driven by loans added through the RBC Bank (USA) acquisition, organic loan growth and lower funding costs. Net interest margin declined to 3.90% for the first quarter of 2012 compared to 3.94% for the first quarter of 2011, primarily as loan growth and lower funding costs were offset by lower yields on loans and securities.
- Noninterest income of \$1.4 billion for the first quarter 2012 declined \$14 million compared to first quarter 2011. Increases were reflected in higher residential mortgage revenue, higher asset management fees, and an increase in corporate service fees. These increases were offset by various declines in other income and by lower consumer service fees primarily reflecting the regulatory impact of lower interchange fees on debit card transactions.
- The provision for credit losses declined to \$185 million for the first quarter of 2012 compared to \$421 million for the first quarter of 2011 as overall credit quality improved.
- Noninterest expense of \$2.5 billion for the first quarter of 2012 increased \$385 million compared with the first quarter of 2011 primarily due to higher integration costs, additions to legal reserves, operating expense for the RBC Bank (USA) acquisition, and an increase in expense for residential mortgage foreclosure-related matters.

#### **CREDIT QUALITY HIGHLIGHTS**

- Overall credit quality remained stable during the first quarter of 2012 compared with year end.
  - Nonperforming assets increased \$205 million, or 5 percent, to \$4.4 billion at March 31, 2012 compared with December 31, 2011. The increase was primarily attributable to other real estate owned added in the acquisition of RBC Bank (USA) and higher nonperforming home equity loans from a change in policy which places home equity loans on nonaccrual status when past due 90 days or more compared with 180 days under the prior policy. These increases were partially offset by a decline in nonperforming commercial real estate and commercial loans. Nonperforming assets to total assets were 1.47 percent at March 31, 2012 compared with 1.53 percent at December 31, 2011.
  - Accruing loans past due decreased by \$275 million, or 6%, to \$4.3 billion at March 31, 2012 from \$4.5 billion at December 31, 2011. Accruing loans past due 90 days or more declined \$364 million due to the change in policy for home equity loans and improvements in commercial loans and government insured

delinquent residential real estate loans. Accruing loans past due 30 to 59 days increased \$119 million in the linked quarter comparison due to an increase in commercial, residential real estate and commercial real estate loans primarily related to the RBC Bank (USA) acquisition.

- Net charge-offs declined to \$333 million in the first quarter of 2012 compared with \$533 million in the first quarter of 2011. Net charge-offs declined in the comparison with first quarter 2011 primarily due to lower commercial real estate, commercial and residential real estate loan net charge-offs. Net charge-offs for the first quarter of 2012 were .81 percent of average loans on an annualized basis compared with 1.44 percent for the first quarter of 2011.
- Provision for credit losses declined to \$185 million in the first quarter of 2012 compared with \$421 million in the first quarter of 2011 driven by overall credit quality improvement and continued actions to reduce exposure levels.
- The allowance for loan and lease losses (ALLL) was 2.38% of total loans and 117% of nonperforming loans as of March 31, 2012 compared with 2.73% and 122% as of December 31, 2011.

#### **BALANCE SHEET HIGHLIGHTS**

- PNC continued to expand customer relationships and focus on quality growth.
- Retail banking checking relationships increased 517,000 in the first quarter of 2012, including 460,000 from the RBC Bank (USA) acquisition.
- Total loans increased by \$17 billion to \$176 billion at March 31, 2012 compared to December 31, 2011.
- Loans of approximately \$14.5 billion were added in the RBC Bank (USA) acquisition.
- Commercial loans grew organically by approximately 5 percent, reflecting PNC's focus on long-term, broad-based client relationships. The growth was primarily in corporate banking, asset-based lending, and real estate finance.
- Total deposits were \$206 billion at March 31, 2012 compared with \$188 billion at December 31, 2011.
- Deposits of approximately \$18.1 billion were added in the RBC Bank (USA) acquisition.
- Transaction deposits also grew organically during the first quarter of 2012 and increased to \$165 billion, or 80 percent of deposits, at March 31, 2012.
- Higher rate retail certificates of deposit continued to decline.

- PNC's balance sheet remained core funded with a loans to deposits ratio of 85 percent at March 31, 2012 and reflected a strong liquidity position.
- PNC maintained strong capital levels with a Tier 1 common capital ratio of 9.3 percent at March 31, 2012 and 10.3 percent at December 31, 2011. The impact on the ratio of the acquisition of RBC Bank (USA) was a decrease of approximately 1.2 percentage points.
- In April 2012 the PNC board of directors raised the quarterly cash dividend on common stock to 40 cents per share, an increase of 5 cents per share, or 14 percent. PNC plans to purchase up to \$250 million of common stock under its existing 25 million share repurchase program in open market or privately negotiated transactions during the remainder of 2012.

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 2012 and 2011 and balances at March 31, 2012 and December 31, 2011, respectively.

#### **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 and divestitures. The Consolidated Balance Sheet Review section of this Financial Review provides information on changes in selected Consolidated Balance Sheet categories at March 31, 2012 compared with December 31, 2011.

Total average assets were \$281.5 billion for the first three months of 2012 compared with \$262.6 billion for the first three months of 2011. Average interest-earning assets were \$237.7 billion for the first three months of 2012, compared with \$224.1 billion in the first three months of 2011. In both comparisons, the increases were primarily driven by a \$14.4 billion increase in average total loans. The overall increase in average loans reflected the impact of approximately \$5 billion of average loans from the March 2, 2012 acquisition of RBC Bank (USA) and organic growth.

Average total loans increased \$14.4 billion, to \$164.6 billion for the first three months of 2012 compared with the first three months of 2011. The increase in average total loans primarily reflected an increase in commercial loans of \$13.0 billion and in consumer loans of \$2.7 billion, partially offset by a \$.7 billion decrease in commercial real estate loans.

Loans represented 69% of average interest-earning assets for the first three months of 2012 and 67% of average interest-earning assets for the first three months of 2011.

Average investment securities decreased \$.6 billion, to \$61.6 billion in the first three months of 2012 compared with the first three months of 2011.

Total investment securities comprised 26% of average interest-earning assets for the first three months of 2012 and 28% for the first three months of 2011.

Average noninterest-earning assets totaled \$43.8 billion in the first three months of 2012 compared with \$38.5 billion in the first three months of 2011. The increase over the comparable period was driven by several individually insignificant items.

Average total deposits were \$192.1 billion for the first three months of 2012 compared with \$180.8 billion for the first three months of 2011. The increase in average total deposits reflected the impact of approximately \$4.6 billion of average deposits from the March 2, 2012 acquisition of RBC Bank (USA). The period end increase of \$11.3 billion resulted from increases in average noninterest-bearing deposits of \$10.1 billion, average interest-bearing demand deposits of \$5.3 billion and average money market deposits of \$2.6 billion, offset by a decrease in retail certificates of deposit of \$7.5 billion. The growth also reflects customer preferences for liquidity in this prolonged period of low interest rates. Total deposits at March 31, 2012 were \$206.1 billion compared with \$188.0 billion at December 31, 2011 and are further discussed within the Consolidated Balance Sheet Review section of this Report.

Average total deposits represented 68% of average total assets for the first three months of 2012 and 69% for the first three months of 2011.

Average transaction deposits were \$150.7 billion for the first three months of 2012 compared with \$132.6 billion for the first three months of 2011. The continued execution of the retail deposit strategy and corporate and personal customer preference for liquidity, as well as the impact from the RBC Bank (USA) acquisition, contributed to the year-over-year increase in average balances.

Average borrowed funds were \$40.2 billion for the first three months of 2012 compared with \$38.4 billion for the first three months of 2011. Net issuances of Federal Home Loan Bank (FHLB) borrowings during the first quarter of 2012 and an increase in commercial paper issued drove the increase compared with the first three months of 2011. Total borrowed funds at March 31, 2012 were \$42.5 billion compared with \$36.7 billion at December 31, 2011 and are further discussed within the Consolidated Balance Sheet Review section of this Financial Review. 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 \$770 million for the first three months of 2012 and \$639 million for the first three

months of 2011. Highlights of results for the first quarters of 2012 and 2011 are included below. The Business Segments Review section of this Financial Review includes a Results of Businesses-Summary table and further analysis of our business segment results over the first three months of 2012 and 2011 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 total consolidated net income 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 earned \$50 million in the first three months of 2012 compared with a loss of \$18 million for the same period a year ago. Earnings increased from the prior year as a result of a lower provision for credit losses and improved net interest income partially offset by higher noninterest expense and a decline in noninterest income. Retail Banking continued to maintain its focus on growing core customers, selectively investing in the business for future growth, and disciplined expense management.

#### **Corporate & Institutional Banking**

Corporate & Institutional Banking earned \$470 million in the first three months of 2012 as compared with \$432 million in the first three months of 2011. The increase in earnings was primarily due to higher net interest income resulting from higher average loans and deposits. We continued to focus on adding new clients, increasing cross sales and remaining committed to strong expense discipline.

#### **Asset Management Group**

Asset Management Group earned \$28 million in the first three months of 2012 compared with \$43 million in the first three months of 2011. Assets under administration were \$219 billion at both March 31, 2012 and March 31, 2011. Earnings for the first quarter of 2012 reflected an increase in the provision for credit losses and an increase in noninterest expense partially offset by growth in net interest income and noninterest income. Noninterest expense increased due to continued investments in the business including additional headcount. The core growth strategies for the business include: increasing channel penetration; investing in higher growth geographies; and investing in differentiated client-facing technology.

#### **Residential Mortgage Banking**

Residential Mortgage Banking earned \$61 million in the first three months of 2012 compared with \$71 million in the first three months of 2011. Earnings declined from the prior year period primarily as a result of higher noninterest expense, partially offset by higher noninterest income and lower provision for credit losses.

### BlackRock

Our BlackRock business segment earned \$90 million in the first three months of 2012 and \$86 million in the first three months of 2011. The higher business segment earnings from BlackRock for the first quarter of 2012 compared to the first quarter of 2011 was primarily due to PNC's higher equity earnings from BlackRock.

### Non-Strategic Assets Portfolio

This business segment consists primarily of acquired non-strategic assets that fall outside of our core business strategy. Non-Strategic Assets Portfolio had earnings of \$71 million for the first three months of 2012 compared with \$25 million in the first three months of 2011. The increase was driven primarily by a lower provision for credit losses partially offset by a decline in revenue.

### Other

"Other" reported earnings of \$41 million for the three months of 2012 compared with earnings of \$193 million for the first three months of 2011. The decrease in earnings from the first three months of 2011 primarily reflected the impact of integration costs incurred in the 2012 period.

## 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 2012 was \$811 million, down 3% compared with \$832 million for the first three months of 2011. Net income for the first quarter of 2012 included integration costs of \$145 million, additions to legal reserves of \$72 million, operating expenses of \$40 million for the RBC Bank (USA) acquisition and \$38 million of residential mortgage foreclosure-related expenses. The impacts of these items were not significant to net income for the first quarter of 2011.

**TABLE 2: NET INTEREST INCOME AND NET INTEREST MARGIN**

Three months ended March 31 Dollars in millions	2012	2011
Net interest income	<b>\$2,291</b>	\$2,176
Net interest margin	<b>3.90%</b>	3.94%

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.

Net interest income of \$2.3 billion for the first quarter of 2012 increased 5 percent compared with the first quarter of 2011 driven by loans from the RBC Bank (USA) acquisition, organic loan growth and lower funding costs.

The net interest margin was 3.90% for the first three months of 2012 and 3.94% for the first three months of 2011. The following factors impacted the comparison:

- Average loans increased \$14.4 billion, or 10 percent. Average commercial loans grew \$13.0 billion, or 23 percent, and average consumer loans increased \$2.7 billion, or 5 percent, partially offset by declines in average commercial real estate and residential real estate loans.
- A 26 basis point decrease in the yield on interest-earning assets. The yield on loans, the largest portion of our earning assets, decreased 31 basis points.
- These factors were partially offset by a weighted-average 25 basis point decline in the rate accrued on interest-bearing liabilities. The rate accrued on interest-bearing deposits, the largest component, decreased 24 basis points, and the rate on total borrowed funds decreased by 34 basis points.

We expect our net interest income for full year 2012 to increase in percentage terms by high single digits compared to full year 2011, assuming the economic outlook for the remainder of 2012 will be a continuation of the recent trends. Approximately \$5 billion of higher-cost retail certificates of deposit are scheduled to mature during the second quarter of 2012 at a weighted-average rate of about 2.2%. We expect to retain about half of the maturing retail certificates of deposit, and we expect those to re-price on average to approximately 30 basis points. In addition, we see future benefits to our funding costs relating to calling certain trust preferred securities. We redeemed \$306 million of trust preferred securities with an average rate of 6.2% in April 2012, and in April 2012 we announced that we are calling another \$500 million with a current distribution rate of 6.6%. We expect to replace these securities with lower cost funding. We have an additional \$1 billion of trust preferred securities at an average rate of almost 10% with par call dates later this year that potentially could be called.

### **NONINTEREST INCOME**

Noninterest income totaled \$1.4 billion for the first three months of 2012 and \$1.5 billion for the first three months of 2011. Increases were reflected in higher residential mortgage revenue from higher loan sales revenue, higher asset management fees from improved equity markets, and an increase in corporate service fees from higher merger and acquisition advisory fees and commercial mortgage banking revenue. These increases were offset by a decline in other income including a decrease in revenue from private and other equity investments and lower gains on loan sales, and by lower consumer service fees reflecting the regulatory impact of lower interchange fees on debit card transactions.

Asset management revenue, including BlackRock, increased \$21 million to \$284 million in the first three months of 2012 compared with the first three months of 2011. This increase was driven primarily by higher equity earnings from our BlackRock investment. Discretionary assets under management at March 31, 2012 totaled \$112 billion compared with \$110 billion at March 31, 2011.

For the first three months of 2012, consumer services fees totaled \$264 million compared with \$311 million in the first three months of 2011. Lower consumer services fees for the first quarter 2012 reflected the regulatory impact of lower interchange fees on debit card transactions partially offset by higher volumes of customer-initiated transactions. As further discussed in the Retail Banking section of the Business Segments Review portion of this Financial Review, the Dodd-Frank limits on interchange rates were effective October 1, 2011 and had a negative impact on revenues of approximately \$70 million in the first quarter of 2012. Based on 2012 projected transaction volumes, an additional incremental reduction of approximately \$230 million in 2012 revenue is expected.

Corporate services revenue totaled \$232 million in the first three months of 2012 and \$217 million in the first three months of 2011. Higher merger and acquisition advisory fees and commercial mortgage banking revenue led to the increase in corporate service fees in the first quarter of 2012.

Residential mortgage revenue totaled \$230 million in the first three months of 2012 and \$195 million in the first three months of 2011, driven by higher loans sales revenue, higher net hedging gains on mortgage servicing rights and higher servicing fees.

Service charges on deposits totaled \$127 million for the first three months of 2012 and \$123 million for the first three months of 2011. The slight increase in service charges on deposits during the first quarter 2012 related to the impact of the RBC Bank (USA) acquisition during the quarter.

Net gains on sales of securities totaled \$57 million for the first three months of 2012 and \$37 million for the first three months of 2011. The net credit component of OTTI of securities recognized in earnings was a loss of \$38 million in the first three months of 2012 compared with a loss of \$34 million in the first three months of 2011.

Other noninterest income totaled \$285 million for the first three months of 2012 compared with \$343 million for the first three months of 2011, largely related to a decrease in revenue from private and other equity investments and lower gains on loan sales.

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 private and other equity 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.

The growth in our diverse revenue streams is an important component of driving positive operating leverage and should enable us to achieve a solid performance in an environment that will continue to be affected by regulatory reform headwinds and implementation challenges. Looking to full year 2012, we see further opportunities for growth as a result of our larger franchise, our ability to cross-sell our products and services to existing clients and our excellent progress in adding new clients. We expect noninterest income to increase in percentage terms by the mid-single digits despite further regulatory impacts on debit card interchange fees, assuming the economic outlook for 2012 will be a continuation of the 2011 environment.

#### **PRODUCT REVENUE**

In addition to credit and deposit products for commercial customers, Corporate & Institutional Banking offers other services, including treasury management, capital markets-related products and services, and commercial mortgage banking activities for customers in all business segments. A portion of the revenue and expense related to these products is reflected in the Corporate & Institutional Banking segment results and the remainder is reflected in the results of other businesses. The Other Information section in the Corporate & Institutional Banking table in the Business Segments Review section of this Financial Review includes the consolidated revenue to PNC for these services. A discussion of the consolidated revenue from these services follows.

Treasury management revenue, which includes fees as well as net interest income from customer deposit balances, totaled \$311 million for the first three months of 2012 and \$301 million for the first three months of 2011. Higher deposit related balances along with strong commercial card growth led to favorable results.

Revenue from capital markets-related products and services totaled \$156 million in the first three months of 2012 compared with \$139 million in the first three months of 2011. The increase was primarily due to revenue from higher derivatives and foreign exchange sales and higher merger and acquisition advisory fees which more than offset a lower level of loan sale activity.

Commercial mortgage banking activities include revenue derived from commercial mortgage servicing (including net interest income and noninterest income from loan servicing and ancillary services, net of commercial mortgage servicing

rights amortization, and commercial mortgage servicing rights valuations), 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 \$43 million in the first three months of 2012 compared with \$41 million in the first three months of 2011. Higher revenue from commercial mortgage servicing was partially offset by lower revenue from loan originations.

#### ***PROVISION FOR CREDIT LOSSES***

The provision for credit losses totaled \$185 million for the first three months of 2012 compared with \$421 million for the first three months of 2011. The decline in the comparison was driven by overall credit quality improvement and continuation of actions to reduce exposure levels.

We expect our provision for credit losses for full year 2012 to improve relative to full year 2011 assuming the economic outlook for the full year 2012 will be a continuation of the 2011 environment and excluding legal and regulatory-related contingencies to the extent that the nature of the resolution of such contingencies causes us to recognize additional provision.

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.

#### ***NONINTEREST EXPENSE***

Noninterest expense was \$2.5 billion for the first three months of 2012 and \$2.1 billion for the first three months of 2011. First quarter 2012 expense included integration costs of \$145 million, additions to legal reserves of \$72 million, operating expense for the RBC Bank (USA) acquisition of \$40 million and \$38 million of residential mortgage foreclosure-related expenses.

We expect that total noninterest expense for full year 2012 will increase in percentage terms by mid-to-high single-digits compared to full year 2011. This expectation is based primarily due to increases in mortgage expenses as a result of higher volumes in the low rate environment and mortgage foreclosure-related matters. This guidance excludes legal and regulatory-related contingencies, charges for trust preferred securities redemptions and integration expenses for both years.

#### ***EFFECTIVE INCOME TAX RATE***

The effective income tax rate was 25.7% in the first three months of 2012 compared with 27.0% in the first three months of 2011. The lower rate in the first quarter of 2012 was primarily attributable to the impact of higher tax-exempt income and tax credits partially offset by higher levels of pretax income.

## CONSOLIDATED BALANCE SHEET REVIEW

**TABLE 3: SUMMARIZED BALANCE SHEET DATA**

In millions	Mar. 31 2012	Dec. 31 2011
<b>Assets</b>		
Loans	<b>\$176,214</b>	\$159,014
Investment securities	<b>64,554</b>	60,634
Cash and short-term investments	<b>10,256</b>	9,992
Loans held for sale	<b>2,456</b>	2,936
Goodwill and other intangible assets	<b>11,188</b>	10,144
Equity investments	<b>10,352</b>	10,134
Other, net	<b>20,863</b>	18,351
<b>Total assets</b>	<b>\$295,883</b>	\$271,205
<b>Liabilities</b>		
Deposits	<b>\$206,127</b>	\$187,966
Borrowed funds	<b>42,539</b>	36,704
Other	<b>8,981</b>	9,289
<b>Total liabilities</b>	<b>257,647</b>	233,959
Total shareholders' equity	<b>35,045</b>	34,053
Noncontrolling interests	<b>3,191</b>	3,193
<b>Total equity</b>	<b>38,236</b>	37,246
<b>Total liabilities and equity</b>	<b>\$295,883</b>	\$271,205

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

The increase in total assets of \$24.7 billion at March 31, 2012 compared with December 31, 2011 was primarily due to the addition of assets from the RBC Bank (USA) acquisition, loan growth and higher 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 of \$176.2 billion at March 31, 2012 and \$159.0 billion at December 31, 2011 were net of unearned income, net deferred loan fees, unamortized discounts and premiums, and purchase discounts and premiums of \$3.3 billion at March 31, 2012 and \$2.3 billion at December 31, 2011, respectively. The balances do not include future accretable net interest (i.e., the difference between the undiscounted expected cash flows and the carrying value of the loan) on the purchased impaired loans.

Loans increased \$17.2 billion as of March 31, 2012 compared with December 31, 2011. On March 2, 2012, our RBC Bank (USA) acquisition added \$14.5 billion of loans, which included \$6.4 billion of commercial, \$2.5 billion of commercial real estate, \$3.4 billion of consumer (including \$3.0 billion of home equity loans and \$3.3 billion of credit card loans), \$2.1 billion of residential real estate, and \$1.1 billion of equipment lease financing loans. Excluding acquisition

activity, the growth in commercial loans was due to organic growth in the portfolio while the decline in consumer and residential real estate loans was due to loan demand being outpaced by paydowns, refinancing, and charge-offs.

Loans represented 60% of total assets at March 31, 2012 and 59% of total assets at December 31, 2011. Commercial lending represented 57% of the loan portfolio at March 31, 2012 and 56% at December 31, 2011. Consumer lending represented 43% at March 31, 2012 and 44% at December 31, 2011.

Commercial real estate loans represented 6% of total assets at both March 31, 2012 and December 31, 2011.

**Table 4: Details Of Loans**

In millions	Mar. 31 2012	Dec. 31 2011
<b>Commercial Lending</b>		
<b>Commercial</b>		
Retail/wholesale trade	<b>\$ 12,983</b>	\$ 11,539
Manufacturing	<b>12,684</b>	11,453
Service providers	<b>11,215</b>	9,717
Real estate related (a)	<b>10,091</b>	8,488
Financial services	<b>8,273</b>	6,646
Health care	<b>5,695</b>	5,068
Other industries	<b>14,574</b>	12,783
<b>Total commercial</b>	<b>75,515</b>	65,694
<b>Commercial real estate</b>		
Real estate projects	<b>12,589</b>	10,640
Commercial mortgage	<b>5,945</b>	5,564
<b>Total commercial real estate</b>	<b>18,534</b>	16,204
<b>Equipment lease financing</b>	<b>6,594</b>	6,416
<b>TOTAL COMMERCIAL LENDING</b>	<b>100,643</b>	88,314
<b>Consumer Lending</b>		
<b>Home equity</b>		
Lines of credit	<b>24,668</b>	22,491
Installment	<b>11,076</b>	10,598
<b>Total home equity</b>	<b>35,744</b>	33,089
<b>Residential real estate</b>		
Residential mortgage	<b>15,287</b>	13,885
Residential construction	<b>925</b>	584
<b>Total residential real estate</b>	<b>16,212</b>	14,469
<b>Credit card</b>	<b>4,089</b>	3,976
<b>Other consumer</b>		
Education	<b>9,246</b>	9,582
Automobile	<b>5,794</b>	5,181
Other	<b>4,486</b>	4,403
<b>Total other consumer</b>	<b>19,526</b>	19,166
<b>TOTAL CONSUMER LENDING</b>	<b>75,571</b>	70,700
<b>Total loans (b)</b>	<b>\$176,214</b>	\$159,014

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

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



Total loans above include purchased impaired loans of \$8.4 billion, or 5% of total loans, at March 31, 2012, and \$6.7 billion, or 4% of total loans, at December 31, 2011. The increase is related to the addition of purchased impaired loans from the RBC (USA) acquisition.

We are committed to providing credit and liquidity to qualified borrowers. Total loan originations and new commitments and renewals totaled \$35 billion for the first three months of 2012.

Our loan portfolio continued to be diversified among numerous industries and types of businesses in 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:

- Industry concentrations and conditions,
- Recent credit quality trends,
- Recent loss experience in particular portfolios,
- Recent macro economic factors,

- Changes in risk selection and underwriting standards, and
- Timing of available information.

#### Higher Risk Loans

Our loan portfolio includes certain loans deemed to be higher risk and therefore more likely to result in credit losses. As of March 31, 2012, we established specific and pooled reserves on the total commercial lending category of \$1.9 billion. This commercial lending reserve included what we believe to be appropriate loss coverage on the higher risk commercial loans in the total commercial portfolio. The commercial lending reserve represented 46% of the total ALLL of \$4.2 billion at that date. The remaining 54% of ALLL pertained to the total consumer lending category, including loans with certain attributes that we would consider to be higher risk. We do not consider government insured or guaranteed loans to be higher risk as defaults are materially mitigated by payments of insurance or guarantee amounts for approved claims. 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.

#### Purchase Accounting, Accretion and Valuation for Purchased Impaired Loans

Table 5: RBC Acquired Loan Portfolio on March 2, 2012

In millions	Purchased Impaired			Other Purchased Loans (a)		
	Fair Value	Outstanding Balance	Net Investment	Fair Value	Outstanding Balance (b)	Net Investment
Commercial	\$ 446	\$ 746	60%	\$ 6,002	\$ 6,328	95%
Commercial Real Estate	481	836	58	2,067	2,310	89
Equipment Lease Financing				86	92	93
Consumer	151	215	70	3,203	3,731	86
Residential Real Estate	896	1,214	74	1,168	1,202	97
Total	\$ 1,974	\$ 3,011	66%	\$12,526	\$ 13,663	92%

(a) Other purchased loans includes revolving loans that are excluded from the purchased impaired loans.

(b) The difference between total outstanding balance and total fair value will be accreted into net interest income on a constant effective yield over the life of the loans unless future credit events cause the loans to be on nonaccrual.

Information related to purchase accounting, accretion and valuation for purchased impaired loans for the first three months of 2012 and 2011 follows.

Table 6: Accretion – Purchased Impaired Loans

Three months ended March 31		
In millions	2012 (a)	2011 (b)
Impaired loans		
Scheduled accretion	\$ 158	\$ 160
Reversal of contractual interest on impaired loans	(97)	(106)
Scheduled accretion net of contractual interest	61	54
Excess cash recoveries	40	81
Total impaired loans	\$ 101	\$ 135

(a) Represents National City and RBC acquisitions.

(b) Represents National City acquisition.

Table 7: Accretable Net Interest – Purchased Impaired Loans

In billions	2012	2011
January 1	\$2.1	\$2.2
Addition due to RBC acquisition on March 2, 2012	.6	
Accretion	(.2)	(.2)
Excess cash recoveries		(.1)
Net reclassifications to accretable from non-accretable and other activity		.3
March 31 (a)	\$2.5	\$2.2

(a) As of March 31, 2012, we estimate that the reversal of contractual interest on purchased impaired loans will total approximately \$1.5 billion in future periods, of which \$250 million was associated with loans purchased in the RBC acquisition. This will offset the total net accretable interest in future interest income of \$2.5 billion on purchased impaired loans.

**Table 8: Valuation of Purchased Impaired Loans**

Dollars in billions	March 31, 2012 (a)		December 31, 2011 (b)	
	Balance	Net Investment	Balance	Net Investment
<b>Commercial and commercial real estate loans:</b>				
Unpaid principal balance	\$ 2.4		\$ 1.0	
Purchased impaired mark	(.7)		(.1)	
Recorded investment	1.7		.9	
Allowance for loan losses	(.2)		(.2)	
Net investment	1.5	63%	.7	70%
<b>Consumer and residential mortgage loans:</b>				
Unpaid principal balance	7.7		6.5	
Purchased impaired mark	(1.0)		(.7)	
Recorded investment	6.7		5.8	
Allowance for loan losses	(.8)		(.8)	
Net investment	5.9	77%	5.0	77%
<b>Total purchased impaired loans:</b>				
Unpaid principal balance	10.1		7.5	
Purchased impaired mark	(1.7)		(.8)	
Recorded investment	8.4		6.7	
Allowance for loan losses	(1.0)		(1.0)	
<b>Net investment</b>	<b>\$ 7.4</b>	<b>73%</b>	<b>\$ 5.7</b>	<b>76%</b>

(a) Represents National City and RBC acquisitions.

(b) Represents National City acquisition.

The unpaid principal balance of purchased impaired loans increased from \$7.5 billion at December 31, 2011 to \$10.1 billion at March 31, 2012 due to the acquisition of RBC Bank (USA) and related credit card portfolio, partially offset by payments, disposals, and charge-offs of amounts determined to be uncollectible. The remaining purchased impaired mark at March 31, 2012 was \$1.7 billion, which was an increase from \$0.8 billion at December 31, 2011. The associated allowance for loan losses remained flat at March 31, 2012. The net investment of \$5.7 billion at December 31, 2011 also increased 30% to \$7.4 billion at March 31, 2012. At March 31, 2012, our largest individual purchased impaired loan had a recorded investment of \$21.8 million.

We currently expect to collect total cash flows of \$9.9 billion on purchased impaired loans, representing the \$7.4 billion net investment at March 31, 2012 and the accretable net interest of \$2.5 billion shown in the Accretable Net Interest-Purchased Impaired Loans table. These represent the net future cash flows on purchased impaired loans, as contractual interest will be reversed.

#### **Net Unfunded Credit Commitments**

Net unfunded credit commitments are comprised of the following:

**Table 9: Net Unfunded Credit Commitments**

In millions	March 31 2012	December 31 2011
Commercial/commercial real estate (a)	\$ 69,941	\$ 64,955
Home equity lines of credit	20,751	18,317
Credit card	17,610	16,216
Other	4,152	3,783
<b>Total</b>	<b>\$112,454</b>	<b>\$ 103,271</b>

(a) Less than 4% 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 \$20.9 billion at March 31, 2012 and \$20.2 billion at December 31, 2011.

Unfunded liquidity facility commitments and standby bond purchase agreements totaled \$903 million at March 31, 2012 and \$742 million at December 31, 2011 and are included in the preceding table primarily within the Commercial / commercial real estate category.

In addition to the credit commitments set forth in the table above, our net outstanding standby letters of credit totaled \$10.9 billion at March 31, 2012 and \$10.8 billion at December 31, 2011. Standby letters of credit commit us to make payments on behalf of our customers if specified future events occur.

**INVESTMENT SECURITIES**
**Table 10: Details of Investment Securities**

In millions	Amortized Cost	Fair Value
<b>March 31, 2012</b>		
<b>SECURITIES AVAILABLE FOR SALE</b>		
<b>Debt securities</b>		
US Treasury and government agencies	\$ 2,567	\$ 2,842
Residential mortgage-backed		
Agency	28,493	29,298
Non-agency	6,791	6,121
Commercial mortgage-backed		
Agency	865	899
Non-agency	2,805	2,943
Asset-backed	5,417	5,283
State and municipal	1,899	1,936
Other debt	3,647	3,738
Corporate stocks and other	298	298
Total securities available for sale	\$ 52,782	\$53,358
<b>SECURITIES HELD TO MATURITY</b>		
<b>Debt securities</b>		
US Treasury and government agencies	\$ 224	\$ 246
Residential mortgage-backed (agency)	4,450	4,590
Commercial mortgage-backed		
Agency	1,301	1,357
Non-agency	3,223	3,334
Asset-backed	967	977
State and municipal	671	704
Other debt	360	373
Total securities held to maturity	\$ 11,196	\$11,581
<b>December 31, 2011</b>		
<b>SECURITIES AVAILABLE FOR SALE</b>		
<b>Debt securities</b>		
US Treasury and government agencies	\$ 3,369	\$ 3,717
Residential mortgage-backed		
Agency	26,081	26,792
Non-agency	6,673	5,557
Commercial mortgage-backed		
Agency	1,101	1,140
Non-agency	2,693	2,756
Asset-backed	3,854	3,669
State and municipal	1,779	1,807
Other debt	2,691	2,762
Corporate stocks and other	368	368
Total securities available for sale	\$ 48,609	\$48,568
<b>SECURITIES HELD TO MATURITY</b>		
<b>Debt securities</b>		
US Treasury and government agencies	\$ 221	\$ 261
Residential mortgage-backed (agency)	4,761	4,891
Commercial mortgage-backed		
Agency	1,332	1,382
Non-agency	3,467	3,573
Asset-backed	1,251	1,262
State and municipal	671	702
Other debt	363	379
Total securities held to maturity	\$ 12,066	\$12,450

The carrying amount of investment securities totaled \$64.6 billion at March 31, 2012, an increase of \$3.9 billion, or 6%, from \$60.6 billion at December 31, 2011. The increase reflected higher agency residential mortgage-backed securities from net purchase activity and asset-backed and other debt securities added in the RBC Bank (USA) acquisition. Investment securities represented 22% of total assets at both March 31, 2012 and December 31, 2011.

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 and agency commercial mortgage-backed securities collectively represented 60% of the investment securities portfolio at March 31, 2012.

At March 31, 2012, the securities available for sale portfolio included a net unrealized gain of \$576 million, which represented the difference between fair value and amortized cost. The comparable amount at December 31, 2011 was a net unrealized loss of \$41 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 gain as compared with a loss at December 31, 2011 was primarily due to the effect of higher valuations of non-agency residential mortgage-backed securities. 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 could have an impact on the liquidity of the securities or 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 3.7 years at March 31, 2012 and 3.7 years at December 31, 2011.

We estimate that, at March 31, 2012, the effective duration of investment securities was 2.7 years for an immediate 50 basis points parallel increase in interest rates and 2.5 years for an immediate 50 basis points parallel decrease in interest rates. Comparable amounts at December 31, 2011 were 2.6 years and 2.4 years, respectively.

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:

**Table 11: Vintage, Current Credit Rating, and FICO Score for Asset-Backed Securities**

	March 31, 2012				
	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					
<b>Fair Value – Available for Sale</b>	<b>\$ 29,298</b>	<b>\$ 899</b>	<b>\$ 6,121</b>	<b>\$ 2,943</b>	<b>\$ 5,283</b>
<b>Fair Value – Held to Maturity</b>	<b>4,590</b>	<b>1,357</b>		<b>3,334</b>	<b>977</b>
<b>Total Fair Value</b>	<b>\$ 33,888</b>	<b>\$ 2,256</b>	<b>\$ 6,121</b>	<b>\$ 6,277</b>	<b>\$ 6,260</b>
<b>% of Fair Value:</b>					
<b>By Vintage</b>					
2012	7%			1%	
2011	31%	43%		5%	
2010	30%	19%		4%	4%
2009	11%	20%		3%	5%
2008	3%	2%			2%
2007	3%	1%	24%	9%	5%
2006	2%	4%	22%	24%	6%
2005 and earlier	8%	11%	53%	52%	7%
Not Available	5%		1%	2%	71%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>By Credit Rating (at March 31, 2012)</b>					
Agency	100%	100%			
AAA			1%	77%	57%
AA			1%	6%	30%
A			3%	10%	1%
BBB			5%	4%	
BB			12%	1%	
B			6%		1%
Lower than B			71%		9%
No rating			1%	2%	2%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>By FICO Score (at origination)</b>					
>720			56%		5%
<720 and >660			30%		6%
<660					4%
No FICO score			14%		85%
<b>Total</b>			<b>100%</b>		<b>100%</b>

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 income (loss). Also see our Consolidated Statement of Comprehensive Income.

We recognized OTTI for the first three months of 2012 and 2011 as follows:

**Table 12: Other-Than-Temporary Impairments**

Three months ended March 31		
In millions	2012	2011
Credit portion of OTTI losses (a)		
Non-agency residential mortgage-backed	\$ 32	\$ 28
Asset-backed	5	5
Other debt	1	1
Total credit portion of OTTI losses	38	34
Noncredit portion of OTTI (recoveries) (b)	(22)	(4)
Total OTTI losses	\$ 16	\$ 30

- (a) Reduction of noninterest income in our Consolidated Income Statement.  
(b) Included in Accumulated other comprehensive income (loss), net of tax, on our Consolidated Balance Sheet. Also see our Consolidated Statement of Comprehensive Income.

The following table summarizes net unrealized gains and losses 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 2012 by investment type is included in Note 7 Investment Securities in the Notes To Consolidated Financial Statements in this Report.

**Table 13: Net Unrealized Gains and Losses on Non-Agency Securities**

In millions	March 31, 2012					
	Residential Mortgage-Backed Securities		Commercial Mortgage-Backed Securities		Asset-Backed Securities (a)	
	Fair Value	Net Unrealized Gain (Loss)	Fair Value	Net Unrealized Gain	Fair Value	Net Unrealized Gain (Loss)
<b>Available for Sale Securities (Non-Agency)</b>						
<u>Credit Rating Analysis</u>						
AAA	\$ 91	\$ 1	\$ 1,708	\$ 69	\$2,897	\$ 11
Other Investment Grade (AA, A, BBB)	546	(9)	1,033	65	1,715	(14)
Total Investment Grade	637	(8)	2,741	134	4,612	(3)
BB	734	(81)	93			
B	384	(25)			61	(5)
Lower than B	4,333	(557)			585	(107)
Total Sub-Investment Grade	5,451	(663)	93		646	(112)
Total No Rating	33	1	109	4	22	(19)
Total	\$ 6,121	\$ (670)	\$ 2,943	\$ 138	\$5,280	\$ (134)
<u>OTTI Analysis</u>						
Investment Grade:						
OTTI has been recognized						
No OTTI recognized to date	\$ 637	\$ (8)	\$ 2,741	\$ 134	\$4,612	\$ (3)
Total Investment Grade	637	(8)	2,741	134	4,612	(3)
Sub-Investment Grade:						
OTTI has been recognized	3,565	(623)			565	(125)
No OTTI recognized to date	1,886	(40)	93		81	13
Total Sub-Investment Grade	5,451	(663)	93		646	(112)
No Rating:						
OTTI has been recognized					22	(19)
No OTTI recognized to date	33	1	109	4		
Total No Rating	33	1	109	4	22	(19)
Total	\$ 6,121	\$ (670)	\$ 2,943	\$ 138	\$5,280	\$ (134)
<b>Securities Held to Maturity (Non-Agency)</b>						
<u>Credit Rating Analysis</u>						
AAA			\$ 3,122	\$ 101	\$ 654	\$ 7
Other Investment Grade (AA, A, BBB)			212	10	212	(1)
Total Investment Grade			3,334	111	866	6
BB					4	
B					1	
Lower than B						
Total Sub-Investment Grade					5	
Total No Rating					100	4
Total			\$ 3,334	\$ 111	\$ 971	\$ 10

(a) Excludes \$3 million and \$6 million of available for sale and held to maturity agency asset-backed securities, respectively.

### Residential Mortgage-Backed Securities

At March 31, 2012, our residential mortgage-backed securities portfolio was comprised of \$33.9 billion fair value of US government agency-backed securities and \$6.1 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 three months of 2012, we recorded OTTI credit losses of \$32 million on non-agency residential mortgage-backed securities. All of the losses were associated with securities rated below investment grade. As of March 31, 2012, the noncredit portion of OTTI losses recorded in accumulated other comprehensive income for non-agency residential mortgage-backed securities totaled \$623 million and the related securities had a fair value of \$3.6 billion.

The fair value of sub-investment grade investment securities for which we have not recorded an OTTI credit loss as of March 31, 2012 totaled \$1.9 billion, with unrealized net losses of \$40 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 \$6.3 billion at March 31, 2012 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 \$2.3 billion fair value at March 31, 2012 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 three months of 2012.

### Asset-Backed Securities

The fair value of the asset-backed securities portfolio was \$6.3 billion at March 31, 2012 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 the first three months of 2012. All of the securities are collateralized by first and second lien residential mortgage loans and are rated below investment grade. As of March 31, 2012, the noncredit portion of OTTI losses recorded in accumulated other comprehensive income for asset-backed securities totaled \$144 million and the related securities had a fair value of \$587 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, 2012, the remaining fair value was \$86 million, with unrealized net gains of \$13 million. The results of our security-level assessments indicate that we will recover the 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, and 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.

**Table 14: Loans Held For Sale**

In millions	March 31 2012	December 31 2011
Commercial mortgages at fair value	\$ 840	\$ 843
Commercial mortgages at lower of cost or fair value	174	451
<b>Total commercial mortgages</b>	<b>1,014</b>	<b>1,294</b>
Residential mortgages	1,387	1,522
Other	55	120
<b>Total</b>	<b>\$ 2,456</b>	<b>\$ 2,936</b>

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 \$10 million in unpaid principal balance of these commercial mortgage loans held for sale carried at fair value in the first three months of 2012 and sold \$16 million in the first three months of 2011.

We recognized total net losses of \$3 million in the first three months of 2012 on the valuation and sale of commercial mortgage loans held for sale, net of hedges. Net gains of \$13

million on the valuation and sale of commercial mortgage loans held for sale, net of hedges, were recognized in the first three months of 2011.

Residential mortgage loan origination volume was \$3.4 billion in the first three months of 2012 compared to \$3.2 billion for the first three months of 2011. Substantially all such loans were originated under agency or Federal Housing Administration (FHA) standards.

We sold \$3.5 billion of loans and recognized related gains of \$109 million during the first three months of 2012. The comparable amounts for the first three months of 2011 were \$3.4 billion and \$84 million, respectively.

Interest income on loans held for sale was \$50 million in the first three months of 2012, and \$69 million in the first three months of 2011. These amounts are included in Other interest income on our Consolidated Income Statement.

#### GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill and other intangible assets totaled \$11.2 billion at March 31, 2012 and \$10.1 billion at December 31, 2011. During the first three months of 2012, PNC recorded goodwill of \$954 million and other intangible assets of \$180 million associated with the RBC Bank (USA) acquisition. See Note 2 Acquisition and Divestiture Activity and Note 9 Goodwill and Other Intangible Assets included in the Notes To Consolidated Financial Statements in this Report.

#### FUNDING AND CAPITAL SOURCES

*Table 15: Details Of Funding Sources*

In millions	March 31 2012	December 31 2011
<b>Deposits</b>		
Money market	\$ 99,481	\$ 89,912
Demand	65,086	57,717
Retail certificates of deposit	29,342	29,518
Savings	9,945	8,705
Time deposits in foreign offices and other time	2,273	2,114
<b>Total deposits</b>	<b>206,127</b>	<b>187,966</b>
<b>Borrowed funds</b>		
Federal funds purchased and repurchase agreements	4,832	2,984
Federal Home Loan Bank borrowings	8,957	6,967
Bank notes and senior debt	12,065	11,793
Subordinated debt	8,221	8,321
Other	8,464	6,639
<b>Total borrowed funds</b>	<b>42,539</b>	<b>36,704</b>
<b>Total</b>	<b>\$248,666</b>	<b>\$ 224,670</b>

Total funding sources increased \$24.0 billion at March 31, 2012 compared with December 31, 2011.

Total deposits increased \$18.2 billion, or 10%, at March 31, 2012 compared with December 31, 2011. On March 2, 2012, our RBC Bank (USA) acquisition added \$18.1 billion of deposits, including \$6.9 billion of money market, \$6.7 billion of demand deposit, \$4.1 billion of retail certificate of deposit, and \$4 billion of savings accounts. Excluding acquisition activity, money market, demand deposits and savings accounts increased for the three months ended March 31, 2012, partially offset by the redemption of retail certificates of deposit. Interest-bearing deposits represented 70% of total deposits at March 31, 2012 compared to 69% at December 31, 2011. Total borrowed funds increased \$5.8 billion since December 31, 2011. The change from December 31, 2011 was due to an increase in Federal funds purchased and repurchase agreements along with an increase in FHLB borrowings and commercial paper, partially offset by repayments and maturities.

#### Capital

See 2012 Capital and Liquidity Actions in the Executive Summary section of this Financial Review for additional information regarding our upcoming May 2012 redemption of trust preferred securities, our plans to purchase shares under PNC's existing common stock repurchase program (described below) during the remainder of 2012, our April 2012 increase to PNC's quarterly common stock dividend, redemption of trust preferred securities and issuance of preferred securities, and our March 2012 issuance of senior notes.

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 \$1.0 billion, to \$35.0 billion, at March 31, 2012 compared with December 31, 2011 as retained earnings increased \$0.6 billion. Accumulated other comprehensive income increased \$4 billion, to \$3 billion, at March 31, 2012 compared with a loss of \$1 billion at December 31, 2011 due to net unrealized gains on securities and lower OTTI losses on debt securities. Common shares outstanding were 528 million at March 31, 2012 and 527 million at December 31, 2011.

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 2012 under this program.



**Table 16: Risk-Based Capital**

Dollars in millions	March 31 2012	December 31 2011
<b>Capital components</b>		
Shareholders' equity		
Common	\$ 33,409	\$ 32,417
Preferred	1,636	1,636
Trust preferred capital securities	2,302	2,354
Noncontrolling interests	1,356	1,351
Goodwill and other intangible assets	(10,036)	(9,027)
Eligible deferred income taxes on goodwill and other intangible assets	378	431
Pension, other postretirement benefit plan adjustments	724	755
Net unrealized securities (gains) losses, after-tax	(365)	41
Net unrealized gains on cash flow hedge derivatives, after-tax	(660)	(717)
Other	(157)	(168)
Tier 1 risk-based capital	28,587	29,073
Subordinated debt	4,327	4,571
Eligible allowance for credit losses	3,152	2,904
<b>Total risk-based capital</b>	<b>\$ 36,066</b>	<b>\$ 36,548</b>
<b>Tier 1 common capital</b>		
Tier 1 risk-based capital	\$ 28,587	\$ 29,073
Preferred equity	(1,636)	(1,636)
Trust preferred capital securities	(2,302)	(2,354)
Noncontrolling interests	(1,356)	(1,351)
<b>Tier 1 common capital</b>	<b>\$ 23,293</b>	<b>\$ 23,732</b>
<b>Assets</b>		
Risk-weighted assets, including off-balance sheet instruments and market risk equivalent assets	\$250,873	\$ 230,705
<b>Adjusted average total assets</b>	<b>271,382</b>	<b>261,958</b>
<b>Capital ratios</b>		
Tier 1 common	9.3%	10.3%
Tier 1 risk-based	11.4	12.6
Total risk-based	14.4	15.8
Leverage	10.5	11.1

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 estimated stress scenarios. 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 a formal ratio for this metric is not provided for in current regulations. We seek to manage our capital consistent with these regulatory principles, and believe that our March 31, 2012 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 redemption on the first call date 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. See 2012 Capital and Liquidity Actions in the Executive Summary section of this Financial Review for additional information regarding our April 2012 and upcoming May 2012 redemptions of trust preferred securities. PNC is also subject to replacement capital covenants with respect to certain of its trust preferred securities. See Note 13 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in Item 8 of our 2011 Form 10-K and Note 10 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in the Notes to Consolidated Financial Statements in this Report for additional information on trust preferred securities.

Our Tier 1 common capital ratio was 9.3% at March 31, 2012, compared with 10.3% at December 31, 2011. Our Tier 1 risk-based capital ratio decreased 120 basis points to 11.4% at March 31, 2012 from 12.6% at December 31, 2011. Our total risk-based capital ratio declined 140 basis points to 14.4% at March 31, 2012 from 15.8% at December 31, 2011. The decline in these ratios was primarily due to an increase in goodwill and risk-weighted assets as a result of the RBC Bank (USA) acquisition.

At March 31, 2012, PNC and PNC Bank, National Association (PNC Bank), our domestic bank subsidiary, were both considered "well capitalized" based on US regulatory capital ratio requirements under Basel I. To qualify as "well-capitalized", regulators currently require bank holding companies and banks to maintain capital ratios of at least 6% for Tier 1 risk-based, 10% for total risk-based, and 5% for leverage. We believe PNC and PNC Bank will continue to meet these requirements during the remainder of 2012.

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.



We provide additional information regarding enhanced capital requirements and some of their potential impacts on PNC in Item 1A Risk Factors included in our 2011 Form 10-K.

## 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 2011 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, 2012 and December 31, 2011 is included in Note 3 of this Report.

## Trust Preferred Securities

In connection with the \$950 million in principal amount of junior subordinated debentures associated with the trust preferred securities issued by PNC Capital Trusts C, D and E, as well as in connection with the obligations that remain outstanding assumed by PNC with respect to \$1.7 billion in principal amount of junior subordinated debentures issued by acquired entities in association with trust preferred securities issued by various subsidiary statutory trusts, we are subject to certain restrictions, including restrictions on dividend payments. Generally, if there is (i) an event of default under the debentures, (ii) PNC elects to defer interest on the debentures, (iii) PNC exercises its right to defer payments on the related trust preferred securities issued by the statutory trusts, or (iv) there is a default under PNC’s guarantee of such payment obligations, as specified in the applicable governing documents, then 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 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in our 2011 Form 10-K. See 2012 Capital and Liquidity Actions in the Executive Summary section of this Financial Review for additional information regarding our April 2012 and upcoming May 2012 redemptions of trust preferred securities.

Also, in connection with the Trust E Securities sale, we are subject to a replacement capital covenant, which is described in Note 13 in our 2011 Form 10-K. Effective April 25, 2012, PNC’s 6 7/8% Subordinated Notes due May 15, 2019 became the covered debt with respect to and in accordance with the terms of this replacement capital covenant because the 6.125% Junior Subordinated Deferrable Interest Debentures issued by PNC to PNC Capital Trust D, which had been the covered debt under this replacement capital covenant, were redeemed in connection with the redemption of the trust preferred securities issued by PNC Capital Trust D.

## 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 24% of total assets at March 31, 2012 and 25% at December 31, 2011. Liabilities recorded at fair value represented 3% of total liabilities at March 31, 2012 and 4% at December 31, 2011.

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.

**Table 17: Fair Value Measurements – Summary**

In millions	March 31, 2012		December 31, 2011	
	Total Fair Value	Level 3	Total Fair Value	Level 3
<b>Assets</b>				
Securities available for sale	\$53,358	\$ 7,264	\$48,568	\$ 6,729
Financial derivatives	8,703	84	9,463	67
Residential mortgage loans held for sale	1,387		1,522	
Trading securities	2,639	39	2,513	39
Residential mortgage servicing rights	724	724	647	647
Commercial mortgage loans held for sale	840	840	843	843
Equity investments	1,522	1,522	1,504	1,504
Customer resale agreements	688		732	
Loans	273	6	227	5
Other assets	683	248	639	217
<b>Total assets</b>	<b>\$70,817</b>	<b>\$10,727</b>	<b>\$66,658</b>	<b>\$10,051</b>
Level 3 assets as a percentage of total assets at fair value		15%		15%
Level 3 assets as a percentage of consolidated assets		4%		4%
<b>Liabilities</b>				
Financial derivatives	\$ 6,961	\$ 334	\$ 7,606	\$ 308
Trading securities sold short	540		1,016	
Other liabilities			3	
<b>Total liabilities</b>	<b>\$ 7,501</b>	<b>\$ 334</b>	<b>\$ 8,625</b>	<b>\$ 308</b>
Level 3 liabilities as a percentage of total liabilities at fair value		4%		4%
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 limited market activity.

An instrument's categorization within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. PNC reviews and updates fair value hierarchy classifications quarterly. Changes from one quarter to the next related to the observability of inputs to a fair value measurement may result in a reclassification (transfer) of assets or liabilities between hierarchy levels. During the first three months of 2012 there were transfers of assets and liabilities from Level 2 to Level 3 of \$460 million consisting primarily of mortgage-backed securities as a result of a ratings downgrade which reduced the observability of valuation inputs. During the first three months of 2012 and 2011 there were no other material transfers of assets or liabilities between the hierarchy levels.

## BUSINESS SEGMENTS REVIEW

We have six reportable business segments:

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

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.

A portion of 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 allocated the allowances for loan and lease losses and for unfunded loan commitments and letters of credit based on our assessment of risk 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 net income. 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 long-term incentive plan (LTIP) share distributions and obligations, integration costs, asset and liability management activities including net securities gains or losses, other-than-temporary impairment of investment securities and certain trading activities, exited businesses, alternative investments, including private equity, intercompany eliminations, most corporate overhead, tax adjustments that are not allocated to business segments, and differences between business segment performance reporting and financial statement reporting (GAAP), including the presentation of net income attributable to noncontrolling interests.

**Table 18: Results Of Businesses – Summary**  
(Unaudited)

	Income		Revenue		Average Assets (a)	
	2012	2011	2012	2011	2012	2011
Three months ended March 31 – in millions						
Retail Banking	\$ 50	\$ (18)	\$1,285	\$1,247	\$ 69,709	\$ 66,670
Corporate & Institutional Banking	470	432	1,226	1,098	92,896	76,980
Asset Management Group	28	43	231	222	6,566	6,917
Residential Mortgage Banking	61	71	292	258	11,989	11,619
BlackRock	90	86	116	108	5,565	5,530
Non-Strategic Assets Portfolio	71	25	198	245	12,124	14,121
Total business segments	770	639	3,348	3,178	198,849	181,837
Other (b) (c)	41	193	384	453	82,693	80,717
Net income	\$811	\$832	\$3,732	\$3,631	\$281,542	\$262,554

(a) Period-end balances for BlackRock.

(b) For our segment reporting presentation in this Financial Review, “Other” for the first three months of 2012 included \$145 million of pretax integration costs related to acquisitions.

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

## RETAIL BANKING

(Unaudited)

Table 19: Retail Banking Table

Three months ended March 31 Dollars in millions, except as noted		
	2012	2011
<b>INCOME STATEMENT</b>		
Net interest income	\$ 895	\$ 818
Noninterest income		
Service charges on deposits	121	117
Brokerage	45	53
Consumer services	191	228
Other	33	31
Total noninterest income	390	429
Total revenue	1,285	1,247
Provision for credit losses	135	276
Noninterest expense	1,070	1,001
Pretax earnings (loss)	80	(30)
Income taxes (benefit)	30	(12)
Earnings (loss)	\$ 50	\$ (18)
<b>AVERAGE BALANCE SHEET</b>		
Loans		
Consumer		
Home equity	\$ 26,591	\$ 26,064
Indirect auto	4,433	2,400
Indirect other	1,282	1,612
Education	9,440	9,101
Credit cards	3,928	3,731
Other	2,072	1,823
Total consumer	47,746	44,731
Commercial and commercial real estate	10,682	10,786
Floor plan	1,663	1,572
Residential mortgage	1,031	1,287
Total loans	61,122	58,376
Goodwill and other intangible assets	5,888	5,769
Other assets	2,699	2,525
Total assets	\$ 69,709	\$ 66,670
Deposits		
Noninterest-bearing demand	\$ 18,764	\$ 18,103
Interest-bearing demand	25,707	20,921
Money market	43,601	40,387
Total transaction deposits	88,072	79,411
Savings	9,077	7,573
Certificates of deposit	28,150	35,365
Total deposits	125,299	122,349
Other liabilities	629	1,147
Capital	8,328	8,048
Total liabilities and equity	\$134,256	\$131,544
<b>PERFORMANCE RATIOS</b>		
Return on average capital	2%	(1)%
Return on average assets	.29	(.11)
Noninterest income to total revenue	30	34
Efficiency	83	80
<b>OTHER INFORMATION (a)</b>		
<u>Credit-related statistics:</u>		
Commercial nonperforming assets	\$ 315	\$ 301
Consumer nonperforming assets	650	409
Total nonperforming assets (b)	\$ 965	\$ 710
Purchased impaired loans (c)	\$ 903	\$ 869

At March 31

Dollars in millions, except as noted

	2012	2011
<b>OTHER INFORMATION (CONTINUED) (a)</b>		
Commercial lending net charge-offs	\$ 28	\$ 67
Credit card lending net charge-offs	50	68
Consumer lending (excluding credit card) net charge-offs	113	122
Total net charge-offs	\$ 191	\$ 257
Commercial lending annualized net charge-off ratio	.91%	2.20%
Credit card lending annualized net charge-off ratio	5.12%	7.39%
Consumer lending (excluding credit card) annualized net charge-off ratio	1.01%	1.17%
Total annualized net charge-off ratio	1.26%	1.79%
<u>Home equity portfolio credit statistics: (d)</u>		
% of first lien positions at origination (e)	37%	36%
Weighted-average loan-to-value ratios (LTVs) (e)	81%	73%
Weighted-average updated FICO scores (f)	739	731
Annualized net charge-off ratio	1.11%	1.31%
Loans 30 – 59 days past due	.56%	.47%
Loans 60 – 89 days past due	.35%	.31%
Loans 90 days past due (g)	1.24%	.99%
<u>Other statistics:</u>		
ATMs	7,220	6,660
Branches (h)	2,900	2,446
<u>Customer-related statistics: (in thousands)</u>		
Retail Banking checking relationships	6,278	5,521
Retail online banking active customers	3,823	3,226
Retail online bill payment active customers	1,161	1,029
<u>Brokerage statistics:</u>		
Financial consultants (i)	693	700
Full service brokerage offices	38	34
Brokerage account assets (billions)	\$ 37	\$ 35

Retail Banking earned \$50 million for the quarter compared with a loss of \$18 million for a year ago quarter. Earnings increased from the prior year quarter as improving credit quality, a more favorable interest rate environment, higher loan and transaction deposit balances, and higher volumes of customer-initiated transactions were partially offset by the regulatory impact of lower interchange fees on debit card transactions and increased noninterest expense as a result of

additions to legal reserves and the operating expenses associated with RBC Bank (USA). The first quarter of 2012 results include the impact of the retail business associated with the March 2012 acquisition of RBC Bank (USA) and the credit card portfolio purchase from RBC Bank (Georgia), National Association. Retail Banking added approximately \$12.1 billion in deposits, \$4.9 billion in loans, 460,000 checking relationships, over 400 branches, and over 400 ATMs through this acquisition.

Retail Banking's core strategy is to grow consumer and small business checking households, and to provide an experience that builds customer loyalty and creates opportunities to sell other products and services including loans, savings, investment products and money management services. Net new checking relationships grew 517,000 in the first quarter, including 460,000 from the RBC Bank (USA) acquisition. The growth reflects strong results and gains in all of our markets as well as strong customer retention in the overall network. The business is also focused on expanding the use of technology, using services such as online banking and mobile deposit taking to improve customer service convenience and lower our service delivery costs. Active online banking customers and active online bill payment customers grew by 19% and 13%, respectively, from the prior year first quarter. Retail Banking's footprint extends across 17 states and Washington, D.C. covering nearly half the US population and serving 5,546,000 consumers and 732,000 small businesses with 2,900 branches and 7,220 ATM's.

Total revenue for the first quarter of 2012 was \$1.3 billion compared with \$1.2 billion for the same period of 2011. Net interest income of \$895 million increased \$77 million compared with the first quarter of 2011. The increase resulted from higher loan and transaction deposit balances and lower rates paid on deposits.

Noninterest income declined \$39 million compared to the first quarter 2011. The decline was driven by lower interchange rates on debit card transactions due to Dodd-Frank and lower brokerage fees, partially offset by higher volumes of customer-initiated transactions including debit and credit cards and higher service charges on deposits. The Dodd-Frank limits related to interchange rates on debit card transactions were effective October 1, 2011. In the first quarter of 2012, the negative impact on Retail Banking revenue from these limits was approximately \$70 million. Based on 2012 projected transaction volumes, we expect an additional incremental reduction in 2012 revenue of approximately \$230 million.

The provision for credit losses was \$135 million in the first quarter of 2012 compared with \$276 million in prior year first quarter. Net charge-offs were \$191 million for the first quarter 2012 compared with \$257 million in the prior year first

quarter. Improvements in credit quality over the prior year were evident in the small business, home equity and credit card portfolios. The level of provisioning will be dependent on general economic conditions, loan growth, utilization of credit commitments and asset quality.

Noninterest expense increased \$69 million in the first quarter of 2012 from same period of 2011. The increase was primarily attributable to additions to legal reserves and the operating expenses associated with RBC Bank (USA).

Growing core checking deposits is key to Retail Banking's growth. The deposit product 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 2012, average total deposits of \$125.3 billion increased \$3.0 billion, or 2%, compared with the same period in 2011.

- The RBC Bank (USA) acquisition, customer preference for liquidity in the low rate environment, and customer growth resulted in period over period growth in average transaction deposits of \$8.7 billion, or 11% and growth in average savings deposit balances of \$1.5 billion or 20%. In the first quarter of 2012, compared with the year-ago quarter, average demand deposits increased \$5.5 billion, or 14% to \$44.5 billion; average money market deposits increased \$3.2 billion, or 8% to \$43.6 billion.
- Average consumer certificates of deposit decreased \$7.2 billion or 20% from the same period in 2011 and was partially offset by the impact of the RBC Bank (USA) acquisition. The decline in high-rate certificates of deposit is expected to continue through the second quarter of 2012.

Retail Banking continues to focus on a relationship-based lending strategy that targets specific customer sectors including mass and mass affluent consumers, small businesses and auto dealerships. In the first quarter of 2012, average total loans were \$61.1 billion, an increase of \$2.7 billion, or 5%, over the same quarter in 2011, of which \$1.5 billion was attributable to the RBC Bank (USA) acquisition, primarily in the home equity portfolio.

- Average indirect auto loans increased \$2.0 billion, or 85%, over the same quarter in 2011. 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.
- Average home equity loans increased \$527 million, or 2%, compared with the same period in 2011. The increase was primarily due to the RBC Bank (USA) acquisition. The remainder of the portfolio showed a decline as loan demand was outpaced by paydowns, refinancings, and charge-offs. Retail Banking's home

equity loan portfolio is relationship based, with 97% of the portfolio attributable to borrowers in our primary geographic footprint. A change in policy implemented in the first quarter of 2012 on home equity loans places them on nonaccrual status when past due 90 days or more compared with 180 days under the prior policy.

- Average education loans grew \$339 million, or 4%, compared with the same period in 2011, primarily due to portfolio purchases in July 2011 and November 2011 of approximately \$445 million and \$560 million, respectively.
- Average auto dealer floor plan loans grew \$91 million, or 6%, compared with the same quarter in 2011, primarily resulting from additional dealer relationships.
- Average credit card balances increased \$197 million, or 5%, over the same quarter in 2011. An increase in active accounts and the portfolio purchase from RBC Bank (Georgia) National Association combined to increase credit card balances.
- Average commercial and commercial real estate loans declined \$104 million, or 1%, compared with the same period in 2011. The decrease was primarily due to refinancings, paydowns, and charge-offs, partially offset by the acquisition of RBC Bank (USA).
- Average indirect other and residential mortgages are primarily run-off portfolios and declined \$330 million and \$256 million, respectively, compared with the same period in 2011. The indirect other portfolio is comprised of marine, RV, and other indirect loan products.

# CORPORATE & INSTITUTIONAL BANKING

(Unaudited)

Table 20: Corporate & Institutional Banking Table

Three months ended March 31 Dollars in millions, except as noted		
	2012	2011
<b>INCOME STATEMENT</b>		
Net interest income	\$ 896	\$ 799
Noninterest income		
Corporate service fees	202	187
Other	128	112
Noninterest income	330	299
Total revenue	1,226	1,098
Provision for credit losses (benefit)	19	(30)
Noninterest expense	463	445
Pretax earnings	744	683
Income taxes	274	251
Earnings	\$ 470	\$ 432
<b>AVERAGE BALANCE SHEET</b>		
Loans		
Commercial	\$42,919	\$33,194
Commercial real estate	14,388	14,347
Commercial – real estate related	4,971	3,463
Asset-based lending	9,266	7,370
Equipment lease financing	5,706	5,540
Total loans	77,250	63,914
Goodwill and other intangible assets	3,442	3,484
Loans held for sale	1,244	1,341
Other assets	10,960	8,241
Total assets	\$92,896	\$76,980
Deposits		
Noninterest-bearing demand	\$37,225	\$27,843
Money market	13,872	12,131
Other	5,372	6,057
Total deposits	56,469	46,031
Other liabilities	15,987	12,205
Capital	8,537	7,858
Total liabilities and equity	\$80,993	\$66,094

Three months ended March 31 Dollars in millions, except as noted		
	2012	2011
<b>PERFORMANCE RATIOS</b>		
Return on average capital	22%	22%
Return on average assets	2.03	2.28
Noninterest income to total revenue	27	27
Efficiency	38	41
<b>COMMERCIAL MORTGAGE SERVICING</b>		
<b>PORTFOLIO</b> (in billions)		
Beginning of period	\$ 267	\$ 266
Acquisitions/additions	10	10
Repayments/transfers	(9)	(10)
End of period	\$ 268	\$ 266
<b>OTHER INFORMATION</b>		
Consolidated revenue from: (a)		
Treasury Management	\$ 311	\$ 301
Capital Markets	\$ 156	\$ 139
Commercial mortgage loans held for sale		
(b)	\$ 13	\$ 29
Commercial mortgage loan servicing		
income, net of amortization (c)	49	47
Commercial mortgage servicing rights		
impairment	(19)	(35)
Total commercial mortgage banking		
activities	\$ 43	\$ 41
Total loans (d)	\$84,329	\$64,368
<b>Credit-related statistics:</b>		
Nonperforming assets (d) (e)	\$ 1,776	\$ 2,574
Purchased impaired loans (d) (f)	\$ 1,177	\$ 659
Net charge-offs	\$ 43	\$ 153
Net carrying amount of commercial mortgage		
servicing rights (d)	\$ 428	\$ 645
(a) Represents consolidated PNC amounts. 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.		
(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, net of commercial mortgage servicing rights amortization. Commercial mortgage servicing rights impairment is shown separately.		
(d) As of March 31.		
(e) Includes nonperforming loans of \$1.6 billion at March 31, 2012 and \$2.4 billion at March 31, 2011.		
(f) Recorded investment of purchased impaired loans related to acquisitions.		

Corporate & Institutional Banking earned \$470 million in the first quarter of 2012 and \$432 million in the first quarter of 2011. The increase in earnings was primarily due to higher net interest and noninterest income which more than offset an increase in the provision for credit losses. We continued to focus on adding new clients, increasing cross sales, and remaining committed to strong expense discipline.

The first quarter of 2012 included the impact of the RBC Bank (USA) acquisition which added approximately \$7.5 billion of loans and \$4.8 billion of deposits.

Highlights of Corporate & Institutional Banking's performance during first quarter 2012 include the following:

- Overall results benefited from successful sales efforts to new clients and product penetration of the existing customer base.
- New primary client acquisitions in corporate banking were 243 in the first quarter of 2012, consistent with growth in 2011.
- Loan commitments increased 23% to \$163 billion at March 31, 2012 compared to March 31, 2011, primarily due to the RBC Bank (USA) acquisition and growth in our Corporate Finance, Public Finance, Healthcare, Real Estate and Business Credit businesses.
- Loan balances have increased for five consecutive quarters, including an increase in average loans for the first quarter of 2012 of \$13.3 billion or 21%, compared to the first quarter of 2011.
- Our Treasury Management business, which ranks among the top providers in the country, continued to invest in markets, products and infrastructure as well as major initiatives such as healthcare.
- Cross sales of treasury management and capital markets products to customers in PNC's markets continued to be successful and were ahead of both target and 2011.
- 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 for the 11th consecutive year.
- Midland Loan Services was the number one servicer of FNMA and FHLMC multifamily and healthcare loans and was the second leading servicer of commercial and multifamily loans by volume as of March 31, 2012 according to Mortgage Bankers Association.

Net interest income in the first quarter of 2012 was \$896 million, a 12% increase from the first quarter of 2011, reflecting higher average loans and deposits including the impact of the RBC Bank (USA) acquisition.

Corporate service fees were \$202 million in the first quarter of 2012, a increase of \$15 million from the first quarter of 2011, primarily due to higher commercial mortgage banking revenue

and merger and acquisition advisory fees. The increases more than offset a decrease in treasury management fees due to the impact of the prolonged low interest rate environment which has resulted in customers leaving compensating balances in lieu of paying fees. The major components of corporate service fees are treasury management, corporate finance fees and commercial mortgage servicing revenue.

Other noninterest income was \$128 million in the first three months of 2012 compared with \$112 million in the first three months of 2011. The increase of \$16 million was primarily due to customer driven capital markets activity.

The provision for credit losses was \$19 million in the first quarter of 2012 compared with a benefit of \$30 million in the first quarter of 2011. The increase reflected the impact of higher loan and commitment levels. There were net charge-offs of \$43 million in the first quarter of 2012, which decreased \$110 million, or 72%, compared with the first quarter of 2011. The decline was attributable primarily to the commercial real estate and aviation portfolios. Nonperforming assets declined for the eighth consecutive quarter, and at \$1.8 billion represented a 31% decrease from March 31, 2011.

Noninterest expense was \$463 million in the first quarter of 2012, an increase of \$18 million from the first quarter of 2011. Higher compensation-related costs were driven by higher staffing including the impact of the RBC Bank (USA) acquisition.

Average loans were \$77.3 billion in the first quarter of 2012 compared with \$63.9 billion in the first quarter of 2011, an increase of 21%.

- The Corporate Banking business 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. Average loans for this business increased \$7.9 billion or 25% in the first quarter of 2012 compared with the first quarter of 2011. Loan commitments have increased since the second quarter of 2011 due to new customers and increased demand from existing customers.
- 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. Average loans for this business increased \$1.6 billion or 10% in the first quarter of 2012 compared to the first quarter of 2011 due to improved originations.
- PNC Business Credit is one of the top middle market asset-based lenders in the country. The loan portfolio is relatively high yielding, with moderate risk, as the loans are mainly secured by short-term assets. Average loans increased \$1.9 billion or 26% in the first quarter of 2012 compared with the first quarter of 2011 due to customers seeking stable lending



sources, loan usage rates, and market expansion.

- PNC Equipment Finance is the 4th largest bank-affiliated leasing company with over \$9 billion in equipment finance assets.

Average deposits were \$56.5 billion in the first quarter of 2012, an increase of \$10.4 billion, or 23%, compared with the first quarter of 2011.

- Deposit growth has been very strong, and is an industry-wide trend as clients are holding record levels of cash and liquidity.
- Deposit inflows into noninterest-bearing demand deposits continued as FDIC insurance has been an attraction for customers maintaining liquidity during this prolonged period of low interest rates.
- The repeal of Regulation Q limitations on interest-bearing commercial demand deposit accounts became effective in the third quarter of 2011. As expected, interest in this product has been muted due to the current rate environment and the limited amount of FDIC insurance coverage.

The commercial mortgage servicing portfolio was \$268 billion at March 31, 2012 compared with \$266 billion March 31, 2011. Servicing additions were mostly offset by portfolio run-off.

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.

## ASSET MANAGEMENT GROUP

(Unaudited)

**Table 21: Asset Management Group Table**

Three months ended March 31		
Dollars in millions, except as noted		
	2012	2011
<b>INCOME STATEMENT</b>		
Net interest income	\$ 63	\$ 60
Noninterest income	168	162
Total revenue	231	222
Provision for credit losses (benefit)	10	(6)
Noninterest expense	176	160
Pretax earnings	45	68
Income taxes	17	25
Earnings	\$ 28	\$ 43
<b>AVERAGE BALANCE SHEET</b>		
<b>Loans</b>		
Consumer	\$4,183	\$4,054
Commercial and commercial real estate	1,126	1,503
Residential mortgage	692	715
Total loans	6,001	6,272
Goodwill and other intangible assets	345	374
Other assets	220	271
Total assets	\$6,566	\$6,917
<b>Deposits</b>		
Noninterest-bearing demand	\$1,575	\$1,161
Interest-bearing demand	2,637	2,291
Money market	3,651	3,591
Total transaction deposits	7,863	7,043
CDs/IRAs/savings deposits	549	676
Total deposits	8,412	7,719
Other liabilities	71	69
Capital	347	344
Total liabilities and equity	\$8,830	\$8,132
<b>PERFORMANCE RATIOS</b>		
Return on average capital	32%	51%
Return on average assets	1.72	2.52
Noninterest income to total revenue	73	73
Efficiency	76	72
<b>OTHER INFORMATION</b>		
Total nonperforming assets (a) (b)	\$ 73	\$ 74
Purchased impaired loans (a) (c)	\$ 126	\$ 143
Total net charge-offs (recoveries)	\$ 2	\$ (11)

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

	2012	2011
<b>Assets Under Administration (in billions) (a) (d)</b>		
Personal	<b>\$104</b>	\$102
Institutional	<b>115</b>	117
Total	<b>\$219</b>	\$219
<i>Asset Type</i>		
Equity	<b>\$119</b>	\$120
Fixed Income	<b>66</b>	64
Liquidity/Other	<b>34</b>	35
Total	<b>\$219</b>	\$219
<u>Discretionary assets under management</u>		
Personal	<b>\$ 73</b>	\$ 71
Institutional	<b>39</b>	39
Total	<b>\$112</b>	\$110
<i>Asset Type</i>		
Equity	<b>\$ 58</b>	\$ 57
Fixed Income	<b>38</b>	36
Liquidity/Other	<b>16</b>	17
Total	<b>\$112</b>	\$110
<u>Nondiscretionary assets under administration</u>		
Personal	<b>\$ 31</b>	\$ 31
Institutional	<b>76</b>	78
Total	<b>\$107</b>	\$109
<i>Asset Type</i>		
Equity	<b>\$ 61</b>	\$ 63
Fixed Income	<b>28</b>	28
Liquidity/Other	<b>18</b>	18
Total	<b>\$107</b>	\$109

(a) As of March 31.

(b) Includes nonperforming loans of \$69 million at March 31, 2012 and March 31, 2011.

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

(d) Excludes brokerage account assets.

Asset Management Group earned \$28 million in the first quarter of 2012 compared with \$43 million in the first quarter of 2011. Assets under administration were \$219 billion as of March 31, 2012 and March 31, 2011. The decline in earnings compared to the first quarter of 2011 resulted from higher noninterest expense from strategic business investments and higher provision for credit losses. First quarter 2012 net charge-offs were \$2 million compared with net recoveries of \$11 million in the first quarter of 2011. Revenue increased \$9 million or 4% in the year-over-year comparison as growth in discretionary assets under management drove higher noninterest income and higher average deposit balances increased net interest income.

The core growth strategies for the business include: increasing channel penetration; investing in higher growth geographies; and investing in differentiated client-facing technology. During the first quarter of 2012, the business delivered strong sales production and benefited from significant referrals from other PNC lines of business. Over time and with stabilized market conditions, the successful execution of these strategies and the accumulation of our strong sales performance are

expected to create meaningful growth in assets under management and noninterest income.

Highlights of Asset Management Group's performance during the first three months of 2012 include the following:

- Positive net flows of approximately \$0.2 billion in discretionary assets under management after adjustments to total net flows for cyclical client activities;
- Strong sales production, up nearly 35% over the prior year first quarter;
- Significant referrals from other PNC lines of business, an increase of nearly 40% over first quarter 2011; and
- Continuing levels of new business investment and focused hiring to drive growth with nearly 65 external new hires.

Assets under administration were \$219 billion at March 31, 2012, comparable to the same amount at March 31, 2011. Discretionary assets under management were \$112 billion at March 31, 2012 compared with \$110 billion at March 31, 2011. The increase in the year-over-year comparison was driven by higher equity markets, strong sales performance and successful client retention.

Total revenue for the first quarter was \$231 million compared with \$222 million for the same period in 2011. Net interest income was \$63 million for the first quarter of 2012 compared with \$60 million in the first quarter 2011. The increase was attributable to higher deposit balances. Noninterest income was \$168 million for the first three months of 2012, up \$6 million from the prior year due to stronger average equity markets and strong sales.

Provision for credit losses was \$10 million for the first quarter of 2012 compared to a benefit of \$6 million in the first quarter of 2011.

Noninterest expense was \$176 million in the first quarter of 2012, an increase of \$16 million or 10% from the prior year. The increase was attributable to investments in the business to drive growth including front-line sales staff, client-facing technology and aggressive marketing. Over the last 12 months, total full-time headcount has increased by approximately 116 positions or 4%. Asset Management Group remains focused on disciplined expense management as it invests in these strategic growth opportunities.

Average deposits for the quarter increased \$693 million, or 9%, over the prior year. Average transaction deposits grew 12% compared with 2011 and were partially offset by the strategic run-off of higher rate certificates of deposit in the comparison. Average loan balances of \$6.0 billion decreased \$271 million, or 4%, from the prior year as portfolio repositioning and loan pay downs exceeded new loan production.

## RESIDENTIAL MORTGAGE BANKING

(Unaudited)

Table 22: Residential Mortgage Banking Table

Three months ended March 31 Dollars in millions, except as noted		
	2012	2011
<b>INCOME STATEMENT</b>		
Net interest income	\$ 51	\$ 56
Noninterest income		
Loan servicing revenue		
Servicing fees	56	50
Net MSR hedging gains	71	64
Loan sales revenue	109	84
Other	5	4
Total noninterest income	241	202
Total revenue	292	258
Provision for credit losses (benefit)	(7)	8
Noninterest expense	203	137
Pretax earnings	96	113
Income taxes	35	42
Earnings	\$ 61	\$ 71
<b>AVERAGE BALANCE SHEET</b>		
Portfolio loans	\$ 2,922	\$ 2,734
Loans held for sale	1,675	1,802
Mortgage servicing rights (MSR)	645	1,048
Other assets	6,747	6,035
Total assets	\$11,989	\$11,619
Deposits	\$ 1,662	\$ 1,587
Borrowings and other liabilities	4,353	4,144
Capital	832	729
Total liabilities and equity	\$ 6,847	\$ 6,460
<b>PERFORMANCE RATIOS</b>		
Return on average capital	29%	39%
Return on average assets	2.05	2.48
Noninterest income to total revenue	83	78
Efficiency	70	53
<b>RESIDENTIAL MORTGAGE SERVICING</b>		
<b>PORTFOLIO – THIRD-PARTY (in billions)</b>		
Beginning of period	\$ 118	\$ 125
Acquisitions	7	5
Additions	4	3
Repayments/transfers	(8)	(6)
End of period	\$ 121	\$ 127
<b>Servicing portfolio – third-party statistics: (a)</b>		
Fixed rate	91%	90%
Adjustable rate/balloon	9%	10%
Weighted-average interest rate	5.26%	5.53%
MSR capitalized value (in billions)	\$ .7	\$ 1.1
MSR capitalization value (in basis points)	60	88
Weighted-average servicing fee (in basis points)	29	30
<b>OTHER INFORMATION</b>		
Loan origination volume (in billions)	\$ 3.4	\$ 3.2
<b>Percentage of originations represented by:</b>		
Agency and government programs	100%	100%
Refinance volume	82%	85%
Total nonperforming assets (a) (b)	\$ 80	\$ 78
Purchased impaired loans (a) (c)	\$ 100	\$ 158

(a) As of March 31.

(b) Includes nonperforming loans of \$39 million at March 31, 2012 and \$101 million at March 31, 2011.

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

Residential Mortgage Banking earned \$61 million in the first quarter of 2012 compared with \$71 million in the first quarter of 2011. Earnings declined from the prior year first quarter primarily as a result of higher noninterest expense, partially offset by increased loans sales revenue, lower provision for credit losses and higher net hedging gains on mortgage servicing rights and servicing fees.

Residential Mortgage Banking overview:

- Total loan originations were \$3.4 billion for 2012 compared with \$3.2 billion in 2011. Loans continue to be originated primarily through direct channels under FNMA, FHLMC and FHA/VA agency guidelines.
- Investors having purchased mortgage loans 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, 2012, the liability for estimated losses on repurchase and indemnification claims for the Residential Mortgage Banking business segment was \$101 million compared with \$83 million at December 31, 2011 and \$124 million at March 31, 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 of this Report for additional information.
- Residential mortgage loans serviced for others totaled \$121 billion at March 31, 2012 compared with \$127 billion at March 31, 2011 as payoffs continued to outpace new direct loan origination volume.
- Noninterest income was \$241 million in the first quarter of 2012 compared with \$202 million in the first quarter of 2011. The increase resulted from higher loan sales revenue driven by higher loan origination volume, higher net hedging gains on mortgage servicing rights and higher servicing fees.
- Net interest income was \$51 million in the first quarter of 2012 compared with \$56 million in the first quarter of 2011. The decrease in the comparisons was primarily due to lower interest yields on loans held for sale.
- Noninterest expense was \$203 million in the first quarter of 2012 compared with \$137 million in the first quarter of 2011. The increase from the prior year first quarter was primarily driven by higher residential mortgage foreclosure-related expenses and additions to legal reserves.

- The fair value of mortgage servicing rights was \$0.7 billion at March 31, 2012 compared with \$1.1 billion at March 31, 2011. The decline was due to lower mortgage rates at March 31, 2012 and a smaller mortgage servicing portfolio.

## BLACKROCK (Unaudited)

**Table 23: BlackRock Table**

Information related to our equity investment in BlackRock follows:

Three months ended March 31 Dollars in millions	2012	2011
Business segment earnings (a)	<b>\$90</b>	\$86
PNC's economic interest in BlackRock (b)	<b>21%</b>	20%

(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.

In billions	Mar. 31 2012	Dec. 31 2011
Carrying value of PNC's investment in BlackRock (c)	<b>\$ 5.3</b>	\$ 5.3
Market value of PNC's investment in BlackRock (d)	<b>7.4</b>	6.4

(c) PNC accounts for its investment in BlackRock under the equity method of accounting, exclusive of a related deferred tax liability of \$1.8 billion at March 31, 2012 and \$1.7 billion at December 31, 2011.

(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 partially 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.

At March 31, 2012, approximately 1.5 million shares of BlackRock Series C Preferred Stock were available to fund a portion of awards under future BlackRock LTIP programs.

PNC accounts for its remaining investment in BlackRock under the equity method of accounting. Our voting interest in BlackRock common stock (approximately 24% at March 31, 2012) is higher than our overall share of BlackRock's equity and earnings.

Our 2011 Form 10-K includes additional information about our investment in BlackRock, including the September 2011 transfer of 1.3 million shares of BlackRock Series C Preferred Stock from PNC to BlackRock to satisfy a portion of our LTIP obligation.

## NON-STRATEGIC ASSETS PORTFOLIO

(Unaudited)

**Table 24: Non-Strategic Assets Portfolio Table**

Three months ended March 31 Dollars in millions	2012	2011
<b>INCOME STATEMENT</b>		
Net interest income	<b>\$ 217</b>	\$ 236
Noninterest income	<b>(19)</b>	9
Total revenue	<b>198</b>	245
Provision for credit losses	<b>18</b>	152
Noninterest expense	<b>68</b>	53
Pretax earnings	<b>112</b>	40
Income taxes	<b>41</b>	15
Earnings	<b>\$ 71</b>	\$ 25
<b>AVERAGE BALANCE SHEET</b>		
<b>Commercial Lending:</b>		
Commercial/Commercial real estate	<b>\$ 1,004</b>	\$ 1,582
Lease financing	<b>670</b>	757
Total commercial lending	<b>1,674</b>	2,339
<b>Consumer Lending:</b>		
Consumer	<b>4,849</b>	5,559
Residential real estate	<b>6,046</b>	6,332
Total consumer lending	<b>10,895</b>	11,891
Total portfolio loans	<b>12,569</b>	14,230
Other assets (a)	<b>(445)</b>	(109)
Total assets	<b>\$12,124</b>	\$14,121
Deposits and other liabilities	<b>\$ 177</b>	159
Capital	<b>1,176</b>	1,371
Total liabilities and equity	<b>\$ 1,353</b>	\$ 1,530
<b>PERFORMANCE RATIOS</b>		
Return on average capital	<b>24%</b>	7%
Return on average assets	<b>2.36</b>	.72
<b>OTHER INFORMATION</b>		
Nonperforming assets (b) (c)	<b>\$ 1,192</b>	\$ 1,208
Purchased impaired loans (b) (d)	<b>\$ 6,097</b>	\$ 5,685
Net charge-offs (e)	<b>\$ 91</b>	\$ 123
Annualized net charge-off ratio (e)	<b>2.91%</b>	3.51%
<b>LOANS (b)</b>		
<b>Commercial Lending</b>		
Commercial/Commercial real estate	<b>\$ 1,104</b>	\$ 1,474
Lease financing	<b>671</b>	695
Total commercial lending	<b>1,775</b>	2,169
<b>Consumer Lending</b>		
Consumer	<b>4,751</b>	5,381
Residential real estate	<b>6,693</b>	6,325
Total consumer lending	<b>11,444</b>	11,706
Total loans	<b>\$13,219</b>	\$13,875

(a) Other assets includes deferred taxes, ALLL and OREO. Other assets were negative in both periods due to the ALLL.

(b) As of March 31.

(c) Includes nonperforming loans of \$.7 billion at March 31, 2012 and \$.9 billion at March 31, 2011.

(d) Recorded investment of purchased impaired loans related to acquisitions. At March 31, 2012, this segment contained 72% of PNC's purchased impaired loans.

(e) For the three months ended March 31.

This business segment consists primarily of acquired non-strategic assets that fall outside of our core business strategy. Non-Strategic Assets Portfolio had earnings of \$71 million in the first quarter of 2012 compared with \$25 million

in the first quarter of 2011. The increase was primarily attributable to a lower provision for credit losses partially offset by a decline in revenue.

Non-Strategic Assets Portfolio overview:

- Average loans declined to \$12.6 billion in the first quarter of 2012 compared with \$14.2 billion in the first quarter of 2011. The overall decline was driven by customer payment activity and portfolio management activities to reduce under-performing assets partially offset by the addition of loans from the RBC Bank (USA) acquisition.
- The first quarter of 2012 included the impact of the RBC Bank (USA) acquisition which added approximately \$1.0 billion of residential real estate loans, \$.2 billion of commercial/commercial real estate loans and \$.2 billion of OREO assets. Of these assets, \$1.0 billion were deemed purchased impaired loans.
- Net interest income was \$217 million in the first three months of 2012 compared with \$236 million in the first three months of 2011. The decrease reflected lower loan balances and related purchase accounting accretion.
- Noninterest income was a loss of \$19 million in the first quarter of 2012 compared with earnings of \$9 million in the first quarter of 2011. The decline was driven mainly by additions to the liability for estimated losses on repurchase and indemnification claims.
- The provision for credit losses was \$18 million in the first three months of 2012 compared with \$152 million in the first three months of 2011. The decline was primarily due to overall improvement in credit quality across the portfolios.
- Noninterest expense in the first quarter of 2012 was \$68 million compared with \$53 million in the first quarter of 2011. The increase was due to higher other real estate owned costs.
- Nonperforming loans decreased to \$.7 billion at March 31, 2012 compared with \$.9 billion at March 31, 2011. The consumer lending portfolio comprised 68% of the nonperforming loans at March 31, 2012. Nonperforming consumer loans increased \$19 million.
- Net charge-offs were \$91 million in the first quarter of 2012 and \$123 million in the first quarter of 2011. The decrease was due to lower net charge-offs on residential real estate and commercial real estate loans.

The majority of assets within this portfolio were obtained through acquisitions and fall outside of our core business strategy. Consequently, the business activity of this segment is to manage the wind-down of the portfolio assigned to it while maximizing the value and mitigating risk. The fair value marks taken upon acquisition of the assets, the team we have in place, and targeted asset resolution strategies help us to

manage these assets. Additionally, our capital and liquidity positions provide us flexibility in a challenging environment to optimize returns on this portfolio for our shareholders.

- The \$13.2 billion of loans held in this portfolio at March 31, 2012 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 79% of customer outstandings.
- The Commercial Lending portfolio within this segment is comprised of \$1.1 billion in residential development loans (i.e. condominiums, townhomes, developed and undeveloped land) and \$.7 billion of performing cross-border leases. This portfolio has been reduced by 18% since March 31, 2011 driven by the decline in residential development loans. The cross-border lease portfolio has been relatively stable. These assets are long-term and are of high credit quality.
- The performance of the Consumer Lending portfolio within this segment 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 three years. Approximately 75% of customers have been current with principal and interest payments for the past 12 months. Consumer Lending consists of consumer loans, which are mainly brokered home equity loans and lines of credit, and residential real estate mortgages. 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. Management has implemented various refinance programs, line management programs, and loss mitigation programs to mitigate risks within these portfolios while assisting borrowers to maintain homeownership when possible.
- When loans are sold, we may assume certain loan repurchase obligations associated with those loans primarily relating to situations where 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, 2012, the liability for estimated losses on repurchase and indemnification claims for the Non-Strategic Assets Portfolio business segment was \$51 million compared to \$128 million at March 31, 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 this Report for additional information.

## CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

Note 1 Accounting Policies in Part II, Item 8 of our 2011 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 Item 7 of our 2011 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 and Commercial Mortgage Servicing Rights
- Income Taxes
- Proposed Accounting Standards

We provide additional information about many of these items in the Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report, including in the case of Residential and Commercial Mortgage Servicing Rights in Notes 8 and 9.

### ***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 2011 Form 10-K.

We calculate the expense associated with the pension plan and the assumptions and methods that we use reflect 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 \$23 million per year. 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 historically 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 2011, 2010, and 2009 were +.11%, +14.87%, and +20.61%, 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.

As more fully described in our 2011 Form 10-K, the expected long-term return on plan assets for determining net periodic pension cost for 2011 was 7.75%. We are maintaining our expected long-term return on plan assets at 7.75% for determining pension cost for 2012.

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 increase or decrease by up to \$8 million as the impact is amortized into results of operations.

We currently estimate a pretax pension expense of \$92 million in 2012 compared with pretax expense of \$3 million in 2011. This year-over-year expected increase is primarily due to the amortization impact of the unfavorable 2011 investment returns as compared with the expected long-term return assumption and the increase in obligations due to the drop in the discount rate. In addition, the estimate for 2012 includes approximately \$1 million for employees expected to join the plan after the RBC Bank (USA) acquisition upon attainment of certain eligibility criteria.

The table below reflects the estimated effects on pension expense of certain changes in annual assumptions, using 2012 estimated expense as a baseline.

**Table 25: Pension Expense – Sensitivity Analysis**

	Estimated Increase to 2012 Pension Expense (In millions)
<b>Change in Assumption (a)</b>	
.5% decrease in discount rate	\$ 23
.5% decrease in expected long-term return on assets	\$ 18
.5% increase in compensation rate	\$ 2

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

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 2012.

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 2011 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 Loan Recourse Obligations*

We originate, close, and service certain multi-family commercial mortgage loans which are sold to FNMA under FNMA's Delegated Underwriting and Servicing (DUS) program. We participated in a similar program with the 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. At March 31, 2012 and December 31, 2011, the unpaid principal balance outstanding of loans sold as a participant in these programs was \$13.2 billion and \$13.0 billion, respectively. The potential maximum exposure under the loss share arrangements was \$4.0 billion at both March 31, 2012 and December 31, 2011. We maintain a reserve for estimated losses based on our exposure. The reserve for losses under these programs totaled \$50 million and \$47 million as of March 31, 2012 and December 31, 2011, 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 and home equity 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 2011 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 historical exposure and activity associated with Agency securitization repurchase obligations has primarily been related to transactions with FNMA and FHLMC, as indemnification and repurchase losses associated with Federal Housing Agency (FHA) and Department of Veterans Affairs (VA)-insured and uninsured loans pooled in GNMA securitizations historically have been minimal. Repurchase obligation activity associated with residential mortgages is reported in the Residential Mortgage Banking segment.

PNC's repurchase obligations also include certain brokered home equity loans/lines that were sold to a limited number of private investors in the financial services industry 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 limited to repurchases of the whole-loans sold in these transactions. Repurchase activity associated with brokered home equity lines/loans are reported in the Non-Strategic 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 for the transaction, 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. In connection with pooled settlements, we typically do not repurchase loans and the consummation of such transactions generally results in us no longer having indemnification and repurchase exposure with the investor in the transaction.

The following table details the unpaid principal balance of our unresolved indemnification and repurchase claims at March 31, 2012 and December 31, 2011.

**Table 26: Analysis of Unresolved Asserted Indemnification and Repurchase Claims**

In millions	Mar. 31 2012	Dec. 31 2011
<b>Residential mortgages:</b>		
Agency securitizations	\$ 337	\$ 302
Private investors (a)	69	73
<b>Home equity loans/lines:</b>		
Private investors (b)	73	110
<b>Total unresolved claims</b>	<b>\$ 479</b>	<b>\$ 485</b>

(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 2012 and 2011.

**Table 27: Analysis of Indemnification and Repurchase Claim Settlement Activity**

Three months ended March 31 - In millions	2012			2011		
	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)
<b>Residential mortgages (d):</b>						
Agency securitizations	\$ 50	\$ 29	\$ 13	\$ 59	\$ 29	\$ 24
Private investors (e)	21	11	3	21	5	6
<b>Home equity loans/lines:</b>						
Private investors - Repurchases (f)	10	8	2	22	22	
<b>Total indemnification and repurchase settlements</b>	<b>\$ 81</b>	<b>\$ 48</b>	<b>\$ 18</b>	<b>\$ 102</b>	<b>\$ 56</b>	<b>\$ 30</b>

- (a) Represents unpaid principal balance of loans at the indemnification or repurchase date. Excluded from these balances are amounts associated with pooled settlement payments as loans are typically not repurchased in these transactions.
- (b) Represents both i) amounts paid for indemnification/settlement 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/settlement 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.

During 2011 and the first three months of 2012, 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.); 3) underwriting guideline violations; or 4) mortgage insurance rescissions. During 2011, the volume of residential mortgage indemnification and repurchase claims increased reflecting the prolonged weak residential housing sector and the continuing industry trend of Agency investors pursuing strategies to aggressively reduce their exposure to losses on purchased loans. This increase, along with an increase in the average time to resolve investor claims, has contributed to the higher balances of unresolved claims for residential mortgages in agency securitizations at March 31, 2012. The extended period of time to resolve these investor claims coupled with higher claim rescission rates drove the decline in residential mortgage indemnification and repurchase settlement activity in 2011 and the first three months of 2012. As the level of residential mortgage claims increased over the past couple of years, management focused its efforts on improving its process to review and respond to these claims. The lower balance of unresolved indemnification and repurchase claims for home equity loans/lines at March 31, 2012 was primarily attributed to pooled settlement activity in the second quarter of 2011 and higher claim rescission rates. Management also implemented enhancements to its process of reviewing and responding to investor claims for this sold portfolio. The lower first quarter 2012 indemnification and repurchase settlement activity was also impacted by higher claim rescission rates coupled with management's prior year strategy to settle investor repurchase claims.

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 factors that limit our ability to pursue recourse from these parties (e.g., contractual loss caps, statutes of limitations). Broker recourse activities, to the extent material, as well as the trends in unresolved claim and indemnification and repurchase activity described above 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 to recognize 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, which are included in Other liabilities on the Consolidated Balance Sheet, are initially recognized when loans are sold to investors and are subsequently evaluated by management. Initial recognition and subsequent adjustments to the indemnification and repurchase liability for the sold residential mortgage 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, 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. We believe our indemnification and repurchase liabilities appropriately reflect the estimated probable losses on investor indemnification and repurchase claims at March 31, 2012 and December 31, 2011.

At March 31, 2012 and December 31, 2011, the liability for estimated losses on indemnification and repurchase claims for residential mortgages totaled \$101 million and \$83 million, respectively. The first quarter 2012 increase resulted from the RBC Bank (USA) acquisition which added \$26 million to this liability and related to repurchase obligations on RBC Bank (USA) sold loans. Excluding this impact, the liability decreased from December 31, 2011, reflecting the continuing seasoning of the sold portfolio and higher claim rescission rates as described above. This decrease was related solely to the period ended March 31, 2012 and resulted despite higher levels of investor indemnification and repurchase claim activity. The indemnification and repurchase liability for home equity loans/lines was \$51 million and \$47 million at March 31, 2012 and December 31, 2011, respectively. The increase in this liability was primarily driven by management's projection that home equity repurchases will be higher in 2012.

## RISK MANAGEMENT

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

The Risk Management section included in Item 7 of our 2011 Form 10-K describes our risk management philosophy, principles, governance and various aspects of our corporate-level risk management program. Additionally, our 2011 Form 10-K provides an analysis of our primary areas of risk: credit, operational, model, 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 2011 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. Our processes for managing credit risk are embedded in PNC's risk culture and in our decision-making processes using a systematic approach whereby credit risks and related exposures are: identified and assessed; managed through specific policies and processes; measured and evaluated against our risk tolerance limits; and reported, along with specific mitigation activities, to management and the board through our governance structure.

### **Asset Quality Overview**

Overall asset quality trends for the first quarter of 2012 were stable from December 31, 2011 and improved over March 31, 2011 and included the following:

- Overall loan delinquencies have decreased \$275 million, or 6%, from year-end 2011 levels.
- Nonperforming loans increased \$21 million, less than 1%, to \$3.6 billion as of March 31, 2012 compared with December 31, 2011 mainly attributable to a change in policy for home equity loans past due 90 days being placed on nonaccrual status, compared to the prior policy of past due 180 days. The increase was partially offset by a decline in total nonperforming commercial lending.
- Nonperforming assets increased \$205 million, or 5%, to \$4.4 billion as of March 31, 2012, compared with December 31, 2011 primarily driven by OREO assets due to the acquisition of RBC Bank (USA).
- First quarter 2012 net charge-offs were \$333 million, down 38% from first quarter 2011 net charge-offs of \$533 million.
- Reflecting improvements in overall asset quality from March 31, 2011 and continued actions to reduce exposure levels, the provision for credit losses declined to \$185 million for the first three months of 2012 compared with \$421 million for the first three months of 2011.

- The level of ALLL has decreased to \$4.2 billion at March 31, 2012 from \$4.8 billion at March 31, 2011.

## NONPERFORMING ASSETS AND LOAN DELINQUENCIES

### Nonperforming Assets, including OREO and Foreclosed Assets

Nonperforming assets include nonaccrual loans and leases for which ultimate collectability of the full amount of contractual principal and interest is not probable and include TDRs, OREO and foreclosed assets. Loans held for sale, certain government insured or guaranteed loans, purchased impaired loans and loans accounted for under the fair value option are excluded from nonperforming loans. Additional information regarding our nonaccrual policies is included in Note 1 Accounting Policies in the Notes to Consolidated Financial Statements in this Report. A summary of nonperforming assets is presented in the table below.

Nonperforming assets increased \$205 million from December 31, 2011, to \$4.4 billion at March 31, 2012. The increase in nonperforming assets at March 31, 2012 compared with year end was primarily attributable to OREO added in the acquisition of RBC Bank (USA) and higher nonperforming home equity loans from a change in policy which places home equity loans on nonaccrual status when past due 90 days or more compared with 180 days under the prior policy. This increase was partially offset by a decline in nonperforming commercial and commercial real estate loans. Nonperforming loans increased \$21 million to \$3.6 billion while OREO and foreclosed assets increased \$184 million to \$780 million. The ratio of nonperforming assets to total loans, OREO and foreclosed assets decreased to 2.46% at March 31, 2012 from 2.60% at December 31, 2011 primarily as the increase in nonperforming loans was more than offset by the increase in loans due to the RBC Bank (USA) acquisition. The ratio of nonperforming loans to total loans declined to 2.03% at March 31, 2012, compared to 2.24% at December 31, 2011. Total nonperforming assets have declined \$2.0 billion, or 31%, from their peak of \$6.4 billion at March 31, 2010.

Management continues to evaluate nonaccrual and charge off policies for second-lien consumer loans (residential mortgages and home equity loans and lines) pursuant to interagency supervisory guidance on practices for loans and lines of credit secured by junior liens on 1-4 family residential properties. This may result in future classification of performing second-lien consumer loans as nonperforming where the first-lien loan is 90 days or more past due. Such change in classification should not have a material impact on our allowance for loan and lease losses or provision in future periods as the credit loss for these loans is considered in our reserving process.

At March 31, 2012, TDRs included in nonperforming loans was \$1.1 billion or 31% of total nonperforming loans compared to \$1.1 billion or 32% of nonperforming loans as of December 31, 2011. Within consumer nonperforming loans, residential real estate TDRs comprise 44% of total residential real estate nonperforming loans at March 31, 2012, down from 51% at December 31, 2011. Similarly, home equity TDRs

comprise 55% of home equity nonperforming loans at March 31, 2012, down from 77% at December 31, 2011. The level of 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, 2012, our largest nonperforming asset was \$45 million in the Real Estate Rental and Leasing Industry and our average nonperforming loans associated with commercial lending was under \$1 million. Our ten largest outstanding nonperforming assets are all from the commercial lending portfolio and represent 12% and 6% of total commercial lending nonperforming loans and total nonperforming assets, respectively, as of March 31, 2012.

**Table 28: Nonperforming Assets By Type**

In millions	Mar. 31 2012	Dec. 31 2011
<b>Nonperforming loans</b>		
Commercial lending		
Commercial		
Retail/wholesale trade	\$ 108	\$ 109
Manufacturing	107	117
Service providers	149	147
Real estate related (a)	232	252
Financial services	20	36
Health care	23	29
Other industries	200	209
<b>Total commercial</b>	<b>839</b>	<b>899</b>
Commercial real estate		
Real estate projects	977	1,051
Commercial mortgage	274	294
<b>Total commercial real estate</b>	<b>1,251</b>	<b>1,345</b>
Equipment lease financing	21	22
<b>Total commercial lending</b>	<b>2,111</b>	<b>2,266</b>
Consumer lending (b)		
Home equity (c)	685	529
Residential real estate		
Residential mortgage (d)	684	685
Residential construction	44	41
Credit card (e)	12	8
Other consumer	45	31
<b>Total consumer lending</b>	<b>1,470</b>	<b>1,294</b>
<b>Total nonperforming loans (f)</b>	<b>3,581</b>	<b>3,560</b>
<b>OREO and foreclosed assets</b>		
Other real estate owned (OREO) (g)	749	561
Foreclosed and other assets	31	35
<b>Total OREO and foreclosed assets</b>	<b>780</b>	<b>596</b>
<b>Total nonperforming assets</b>	<b>\$ 4,361</b>	<b>\$4,156</b>
Amount of commercial lending nonperforming loans		
contractually current as to remaining principal and interest	\$ 667	\$ 632
<b>Percentage of total commercial nonperforming loans</b>	<b>32%</b>	<b>28%</b>
Amount of TDRs included in nonperforming loans	\$ 1,095	\$1,141
<b>Percentage of total nonperforming loans</b>	<b>30%</b>	<b>32%</b>
<b>Nonperforming loans to total loans</b>	<b>2.03%</b>	<b>2.24%</b>
<b>Nonperforming assets to total loans, OREO and foreclosed assets</b>	<b>2.46</b>	<b>2.60</b>
<b>Nonperforming assets to total assets</b>	<b>1.47</b>	<b>1.53</b>
<b>Allowance for loan and lease losses to total nonperforming loans (f) (h)</b>	<b>117</b>	<b>122</b>

- (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.
- (c) In the first quarter of 2012, we adopted a policy stating that Home equity loans past due 90 days or more would be placed on nonaccrual status. Prior policy required that these loans be past due 180 days before being placed on nonaccrual status.
- (d) Nonperforming residential mortgage excludes loans of \$55 million and \$61 million accounted for under the fair value option as of March 31, 2012 and December 31, 2011, respectively.
- (e) Effective in the second quarter 2011, the commercial nonaccrual policy was applied to certain small business credit card balances. This change resulted in loans being placed on nonaccrual status when they become 90 days or more past due. We continue to charge off these loans at 180 days past due.
- (f) Nonperforming loans exclude certain government insured or guaranteed loans, loans held for sale, loans accounted for under the fair value option and purchased impaired loans.
- (g) Other real estate owned excludes \$252 million and \$280 million at March 31, 2012 and December 31, 2011, respectively, related to residential real estate that was acquired by us upon foreclosure of serviced loans because they are insured by the Federal Housing Administration (FHA) or guaranteed by the Department of Veterans Affairs (VA).
- (h) The allowance for loan and lease losses includes impairment reserves attributable to purchased impaired loans. 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.

**Table 29: OREO and Foreclosed Assets**

In millions	Mar. 31 2012	Dec. 31 2011
<b>Other real estate owned (OREO):</b>		
Residential properties	\$ 215	\$ 191
Residential development properties	226	183
Commercial properties	308	187
<b>Total OREO</b>	<b>749</b>	<b>561</b>
Foreclosed and other assets	31	35
<b>Total OREO and foreclosed assets</b>	<b>\$ 780</b>	<b>\$ 596</b>

Total OREO and foreclosed assets increased \$184 million during the first three months of 2012 from \$596 million at December 31, 2011, to \$780 million at March 31, 2012, which represents 18% of total nonperforming assets. As of March 31, 2012 and December 31, 2011, 28% and 32%, respectively, of our OREO and foreclosed assets were comprised of single family residential properties. The higher level of OREO and foreclosed assets was driven mainly by the acquisition of RBC Bank (USA). This was partially offset by lower additions and higher sales related to commercial OREO. Excluded from OREO at March 31, 2012 and December 31, 2011, respectively, was \$252 million and \$280 million of residential real estate that was acquired by us upon foreclosure of serviced loans because they are insured by the Federal Housing Administration (FHA) or guaranteed by the Department of Veterans Affairs (VA).

**Table 30: Change in Nonperforming Assets**

In millions	2012	2011
<b>January 1</b>	<b>\$4,156</b>	<b>\$5,123</b>
New nonperforming assets	1,186	1,003
Charge-offs and valuation adjustments	(236)	(390)
Principal activity, including paydowns and payoffs	(414)	(380)
Asset sales and transfers to loans held for sale	(146)	(178)
Returned to performing status	(185)	(238)
<b>March 31</b>	<b>\$4,361</b>	<b>\$4,940</b>

The table above presents nonperforming asset activity for the three months ended March 31, 2012 and 2011. For the three months ended March 31, 2012, nonperforming assets increased \$205 million from \$4.2 billion at December 31, 2011, to \$4.4 billion at March 31, 2012, driven primarily by other real estate owned added in the acquisition of RBC Bank (USA) and higher nonperforming home equity loans arising from a change in policy which places home equity loans on nonaccrual status when past due 90 days or more compared with 180 days under the prior policy. These increases were partially offset by a decline in nonperforming commercial real estate and commercial loans. Approximately 82% 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, and 32% of commercial lending nonperforming loans are contractually current as to principal and interest. As of March 31, 2012, commercial nonperforming loans are carried at approximately 60% of their unpaid principal balance, due to charge-offs recorded to date, before consideration of the allowance for loan and lease losses.

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 carrying value. Generally decreases, other than interest rate decreases for variable rate notes, in the net present value of expected cash flows of individual commercial or pooled 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. Generally increases 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. See Note 6 Purchased 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 may be a key indicator of loan portfolio asset quality. 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. Loan delinquencies exclude loans held for sale and purchased impaired loans, but include government insured or guaranteed loans.

Total early stage loan delinquencies (accruing loans past due 30 to 89 days) increased by \$89 million from December 31, 2011, to \$1.7 billion at March 31, 2012. Commercial lending early stage delinquencies increased by \$136 million from December 31, 2011, while consumer lending delinquencies decreased by \$47 million. Deterioration in early stage delinquency levels was primarily due to increases in commercial, commercial real estate and non government insured residential real estate loan classes related to the RBC Bank (USA) acquisition.

Accruing loans past due 90 days or more are referred to as late stage delinquencies. These loans are not included in nonperforming loans and continue to accrue interest because they are well secured by collateral, are in the process of collection and are reasonably expected to result in repayment or restoration to current status, or are managed in homogenous portfolios with specified charge-off timeframes adhering to regulatory guidelines. These loans decreased \$364 million, or 12%, from \$3.0 billion at December 31, 2011, to \$2.6 billion at March 31, 2012, mainly due to the change in policy for home equity loans and improvements in commercial loans and government insured delinquent residential real estate loans. The following tables display the delinquency status of our loans at March 31, 2012 and December 31, 2011. 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.

**Table 31: Accruing Loans Past Due 30 To 59 Days**

	Amount		Percent of Total Outstandings	
	Mar. 31 2012	Dec. 31 2011	Mar. 31 2012	Dec. 31 2011
Dollars in millions				
Commercial	\$ 195	\$ 122	.26%	.19%
Commercial real estate	144	96	.78	.59
Equipment lease financing	25	22	.38	.34
Home equity	174	173	.49	.52
Residential real estate				
Non government insured	222	180	1.37	1.24
Government insured	122	122	.75	.84
Credit card	34	38	.83	.96
Other consumer				
Non government insured	50	58	.26	.30
Government insured	171	207	.88	1.08
Total	\$1,137	\$1,018	.65	.64

**Table 32: Accruing Loans Past Due 60 To 89 Days**

	Amount		Percent of Total Outstandings	
	Mar. 31 2012	Dec. 31 2011	Mar. 31 2012	Dec. 31 2011
Dollars in millions				
Commercial	\$ 53	\$ 47	.07%	.07%
Commercial real estate	44	35	.24	.22
Equipment lease financing	2	5	.03	.08
Home equity	103	114	.29	.34
Residential real estate				
Non government insured	73	72	.45	.50
Government insured	100	104	.62	.72
Credit card	24	25	.59	.63
Other consumer				
Non government insured	20	21	.10	.11
Government insured	98	124	.50	.65
Total	\$ 517	\$ 547	.29	.34

**Table 33: Accruing Loans Past Due 90 Days Or More**

	Amount		Percent of Total Outstandings	
	Mar. 31 2012	Dec. 31 2011	Mar. 31 2012	Dec. 31 2011
Dollars in millions				
Commercial	\$ 28	\$ 49	.04%	.07%
Commercial real estate	5	6	.03	.04
Equipment lease financing	5		.08	
Home equity (a)		221		.67
Residential real estate				
Non government insured	140	152	.86	1.05
Government insured	2,012	2,129	12.41	14.71
Credit card	47	48	1.15	1.21
Other consumer				
Non government insured	21	23	.11	.12
Government insured	351	345	1.80	1.80
Total	\$2,609	\$2,973	1.48	1.87

(a) In the first quarter of 2012, we adopted a policy stating that Home equity loans past due 90 days or more would be placed on nonaccrual status. Prior policy required that these loans be past due 180 days before being placed on nonaccrual status.

On a regular basis our Special Asset Committee closely monitors loans, primarily commercial 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 \$334 million at March 31, 2012 and \$438 million at December 31, 2011.

#### **Home Equity Loan Portfolio**

Our home equity loan portfolio totaled \$35.7 billion as of March 31, 2012, or 20% of the total loan portfolio. Of that total, \$24.6 billion, or 69%, was outstanding under primarily variable-rate home equity lines of credit and \$11.1 billion, or 31%, consisted of closed-end home equity installment loans. Approximately 2% of the home equity portfolio was on nonperforming status as of March 31, 2012.

As of March 31, 2012, we are in an originated first lien position for approximately 31% of the total portfolio and, where originated as a second lien, we currently hold or service the first lien position for approximately an additional 2% of the portfolio. Historically, we have originated and sold first mortgages which has resulted in a low percentage of home equity loans where we hold the first lien mortgage position. The remaining 67% of the portfolio was secured by second liens where we do not hold the first lien position. For the majority of the home equity portfolio where we are in, hold or service the first lien position, the credit performance of this portion of the portfolio is superior to the portion of the portfolio where we hold the second lien position but do not hold the first lien.

Subsequent to origination, PNC is not typically notified when a senior lien position that is not held by PNC is satisfied. Therefore, information about the current lien status of the loans is limited, for loans that were originated in subordinated

lien positions where PNC does not also hold the senior lien, to what can be obtained from external sources.

PNC contracted with a third-party service provider to provide updated loan, lien and collateral data that is aggregated from public and private sources. We started receiving the data in late 2011 and we are working with the third-party provider to enhance the information we are receiving. As we have made progress in our efforts, we have incrementally enhanced our risk management processes and reporting to incorporate this updated loan, lien, and collateral data, and we anticipate being substantially complete by the end of second quarter 2012.

We track borrower performance monthly and other credit metrics at least quarterly, including historical performance of any mortgage loans regardless of lien position that we may or may not hold, updated FICO scores and original and updated LTVs. This information is used for internal risk management reporting and monitoring. We segment the population into pools based on product type (e.g., home equity loans, brokered home equity loans, home equity lines of credit, brokered home equity lines of credit). We also further segment certain loans based upon the delinquency status of any mortgage loan with the same borrower (regardless of whether it is a first lien senior to our second lien).

In establishing our ALLL, we utilize a delinquency roll-rate methodology for pools of loans. In accordance with accounting principles, under this methodology, we establish our allowance based upon incurred losses and not lifetime expected losses. The roll-rate methodology estimates transition/roll of loan balances from one delinquency state (e.g., 30-59 days past due) to another delinquency state (e.g., 60-89 days past due) and ultimately charge-off. The roll through to charge-off is based on PNC's actual loss experience for each type of pool. Since a pool may consist of first and second liens, the charge-off amounts for

the pool are proportionate to the composition of first and second liens in the pool. Our experience has been that the ratio of first to second lien loans has been consistent over time and is appropriately represented in our pools used for roll-rate calculations.

Generally, our variable-rate home equity lines of credit have either a seven or ten year draw period, followed by a 20 year amortization term. During the draw period, we have home equity lines of credit where borrowers pay interest only and home equity lines of credit where borrowers pay principal and interest. Based upon outstanding balances at March 31, 2012, the following table presents the periods when home equity lines of credit draw periods are scheduled to end.

**Table 34: Home Equity Lines of Credit – Draw Period End Dates**

In millions	Interest Only Product	Principal and Interest Product
Remainder of 2012	\$ 895	\$ 175
2013	1,323	295
2014	2,112	593
2015	2,152	747
2016	1,671	594
2017 and thereafter	6,166	7,246
Total (a)	\$ 14,319	\$ 9,650

(a) Includes approximately \$197 million, \$97 million, \$162 million, \$176 million, \$16 million and \$293 million of home equity lines of credit with balloon payments with draw periods scheduled to end in the remainder of 2012, 2013, 2014, 2015, 2016, and 2017 and thereafter, respectively.

We view home equity lines of credit where borrowers are paying principal and interest under the draw period as less risky than those where the borrowers are paying interest only, as these borrowers have a demonstrated ability to make some level of principal and interest payments.

Based upon outstanding balances, and excluding purchased impaired loans, at March 31, 2012, for home equity lines of credit for which the borrower can no longer draw (e.g., draw period has ended or borrowing privileges have been terminated), approximately 6.69% were 30-89 days past due and approximately 6.06% were greater than or equal to 90 days past due. Generally, when a borrower becomes 60 days past due, we terminate borrowing privileges, and those privileges are not subsequently reinstated. At that point, we continue our collection/recovery processes, which may include a loss mitigation loan modification resulting in a loan that is classified as a TDR.

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.

## 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 principal. Temporary and permanent modifications under programs involving a change to loan terms are generally classified as TDRs. Further, certain payment plans and trial payment arrangements which do not include a contractual change to loan terms may be classified as TDRs. Additional detail on TDRs is discussed below as well as 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.

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. Permanent modifications primarily include the government-created Home Affordable Modification Program (HAMP) or PNC-developed HAMP-like modification programs.

For consumer loan programs, such as residential mortgages and 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 terms for up to 60 months, although the majority involve periods of three to 24 months.

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, twelve months and fifteen months after the modification date.



**Table 35: Bank-Owned Consumer Real Estate Related Loan Modifications**

	March 31, 2012		December 31, 2011	
	Number of Accounts	Unpaid Principal Balance	Number of Accounts	Unpaid Principal Balance
Dollars in millions				
<b>Home equity</b>				
Temporary Modifications	12,345	\$ 1,111	13,352	\$ 1,215
Permanent Modifications	3,062	200	1,533	92
Total home equity	15,407	1,311	14,885	1,307
<b>Residential Mortgages</b>				
Permanent Modifications	8,364	1,453	7,473	1,342
<b>Non-Prime Mortgages</b>				
Permanent Modifications	4,417	620	4,355	610
<b>Residential Construction</b>				
Permanent Modifications	1,371	590	1,282	578
Total Bank-Owned Consumer Real Estate Related Loan Modifications	29,559	\$ 3,974	27,995	\$ 3,837

**Table 36: Bank-Owned Consumer Real Estate Related Loan Modifications Re-Default by Vintage (a) (b)**

	Six Months		Nine Months		Twelve Months		Fifteen Months		Unpaid Principal Balance (c)
	Number of Accounts	% of Vintage	Number of Accounts	% of Vintage	Number of Accounts	% of Vintage	Number of Accounts	% of Vintage	
March 31, 2012	Re-defaulted	Re-defaulted	Re-defaulted	Re-defaulted	Re-defaulted	Re-defaulted	Re-defaulted	Re-defaulted	
Dollars in millions, except as noted									
<b>Permanent Modifications</b>									
<b>Home Equity</b>									
Third Quarter 2011	24	4.2%							\$ 1.8
Second Quarter 2011	20	5.3	29	7.7%					2.1
First Quarter 2011	9	9.3	9	9.3	12	12.4%			1.4
Fourth Quarter 2010 (d)	6	17.1	9	25.7	8	22.9	9	25.7%	
Third Quarter 2010 (d)	1	5.6	2	11.1	1	5.6	3	16.7	
<b>Residential Mortgages</b>									
Third Quarter 2011	282	22.9							47.8
Second Quarter 2011	387	27.8	481	34.6					81.5
First Quarter 2011	349	21.4	497	30.4	562	34.4			91.2
Fourth Quarter 2010	323	17.9	504	27.9	655	36.2	683	37.8	112.3
Third Quarter 2010	460	24.1	549	28.8	647	33.9	737	38.6	117.7
<b>Non-Prime Mortgages</b>									
Third Quarter 2011	86	23.1							12.0
Second Quarter 2011	119	19.6	159	26.2					28.1
First Quarter 2011	77	18.2	103	24.4	118	28.0			14.9
Fourth Quarter 2010	13	13.7	23	24.2	27	28.4	29	30.5	5.0
Third Quarter 2010	90	18.0	105	21.0	130	26.0	142	28.4	18.1
<b>Residential Construction</b>									
Third Quarter 2011 (d)	2	1.8							
Second Quarter 2011 (d)	4	3.9	4	3.9					
First Quarter 2011	7	4.2	10	6.0	17	10.2			7.9
Fourth Quarter 2010	11	4.7	17	7.3	24	10.3	26	11.1	6.6
Third Quarter 2010	23	8.1	25	8.8	27	9.5	31	11.0	5.3
<b>Temporary Modifications</b>									
<b>Home Equity</b>									
Third Quarter 2011	45	10.0%							\$ 6.2
Second Quarter 2011	67	10.4	99	15.4%					9.7
First Quarter 2011	91	6.5	160	11.4	204	14.5%			18.4
Fourth Quarter 2010	128	6.5	260	13.1	337	17.0	397	20.0%	36.3
Third Quarter 2010	141	7.1	245	12.3	366	18.3	469	23.5	40.6



- (a) An account is considered in re-default if it is 60 days or more delinquent after modification. The data in this table represents loan modifications completed during the quarter ending September 30, 2010 through September 30, 2011 and represents a vintage look at all quarterly accounts and the number of those modified accounts (for each quarterly vintage) 60 days or more delinquent at six, nine, twelve, and fifteen months after modification. Account totals include active and inactive accounts that were delinquent when they achieved inactive status.
- (b) Vintage refers to the quarter in which the modification occurred.
- (c) Reflects March 31, 2012 unpaid principal balances of the re-defaulted accounts for the Third Quarter 2011 Vintage at Six Months, for the Second Quarter 2011 Vintage at Nine Months, for First Quarter 2011 at Twelve Months, and for the Fourth Quarter 2010 and prior Vintages at Fifteen Months.
- (d) The unpaid principal balance for this vintage totals less than \$1 million.

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 there is a minimal impact to the ALLL.

Under a HAMP trial payment period, we allow a borrower to demonstrate successful payment performance before establishing an alternative payment amount. Subsequent to successful borrower performance under the trial payment period, we will change a loan's contractual terms. As the borrower is often already delinquent at the time of participation in the HAMP trial payment period, 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 similarly to HAMP. These programs first require a reduction of the interest rate followed by an extension of term and, if appropriate, deferral of principal payments. As of March 31, 2012 and December 31, 2011, 2,996 accounts with a balance of \$510 million and 2,701 accounts with a balance of \$478 million, respectively, of residential real estate loans have been modified under HAMP and were still outstanding on our balance sheet.

We do not re-modify a defaulted modified loan except for subsequent significant life events, as defined by the Office of the Comptroller of the Currency (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 and Payment Plans**

Modifications of terms for large 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 and payment programs for small business loans, Small Business Administration loans, and investment real estate loans. As of March 31, 2012 and December 31, 2011, \$82 million and \$81 million, respectively, in loan balances were covered under these modification and payment plan programs. Of these loan balances, \$28 million and \$24 million have been determined to be TDRs as of March 31, 2012 and December 31, 2011.

#### **Troubled Debt Restructurings**

A TDR is a loan whose terms have been restructured in a manner that grants a concession to a borrower experiencing financial difficulties. TDRs typically result from our loss mitigation activities and include rate reductions, principal forgiveness, postponement/reduction of scheduled amortization, and extensions, which are intended to minimize economic loss and to avoid foreclosure or repossession of collateral. For the three months ended March 31, 2012, \$740 million of loans held for sale, loans accounted for under the fair value option, pooled purchased impaired loans, as well as certain consumer government insured or guaranteed loans which were evaluated for TDR consideration, are not classified as TDRs. The comparable amount for the three months ended March 31, 2011 was \$515 million.

**Table 37: Summary of Troubled Debt Restructurings**

In millions	Mar. 31 2012	Dec. 31 2011
<b>Consumer lending:</b>		
Real estate-related	<b>\$1,521</b>	\$1,492
Credit card (a)	<b>273</b>	291
Other consumer	<b>27</b>	15
<b>Total consumer lending</b>	<b>1,821</b>	1,798
<b>Total commercial lending</b>	<b>412</b>	405
<b>Total TDRs</b>	<b>\$2,233</b>	\$2,203
<b>Nonperforming</b>	<b>\$1,095</b>	\$1,141
<b>Accruing (b)</b>	<b>865</b>	771
<b>Credit card (a)</b>	<b>273</b>	291
<b>Total TDRs</b>	<b>\$2,233</b>	\$2,203

- (a) Includes credit cards and certain small business and consumer credit agreements whose terms have been restructured and are TDRs. However, since our policy is to exempt these loans from being placed on nonaccrual status as permitted by regulatory guidance as generally these loans are directly charged off in the period that they become 180 days past due, these loans are excluded from nonperforming loans.
- (b) Accruing loans have demonstrated a period of at least six months of performance under the restructured terms and are excluded from nonperforming loans.

Total TDRs increased \$30 million or 1% during the first three months of 2012 to \$2.2 billion as of March 31, 2012. Of this total, nonperforming TDRs totaled \$1.1 billion, which represents approximately 31% of total nonperforming loans.

TDRs that have returned to performing (accruing) status are excluded from nonperforming loans. These loans have demonstrated a period of at least six months of consecutive performance under the restructured terms. These TDRs increased \$94 million or 12% during the first three months of 2012 to \$865 million as of March 31, 2012. This increase reflects the further seasoning and performance of the TDRs. 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.

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

We recorded \$333 million in net charge-offs for the first three months of 2012, compared to \$533 million in the first three months of 2011. Commercial lending net charge-offs fell from \$248 million in the first three months of 2011 to \$96 million in the first three months of 2012. Consumer lending net charge-offs declined from \$285 million in the first three months of 2011 to \$237 million in the first three months of 2012.

**Table 38: Loan Charge-Offs And Recoveries**

Three months ended March 31 Dollars in millions	Charge- offs	Recoveries	Net Charge- offs	Percent of Average Loans
<b>2012</b>				
Commercial	\$ 111	\$ 72	\$ 39	.23%
Commercial real estate	84	23	61	1.46
Equipment lease financing	5	9	(4)	(.25)
Home equity	131	13	118	1.40
Residential real estate	30	(1)	31	.84
Credit card	55	5	50	5.10
Other consumer	51	13	38	.79
<b>Total</b>	<b>\$ 467</b>	<b>\$ 134</b>	<b>\$ 333</b>	<b>.81</b>
<b>2011</b>				
Commercial	\$ 179	\$ 80	\$ 99	.71%
Commercial real estate	158	14	144	3.33
Equipment lease financing	14	9	5	.32
Home equity	140	10	130	1.57
Residential real estate	58	1	57	1.49
Credit card	74	6	68	7.21
Other consumer	51	21	30	.73
<b>Total</b>	<b>\$ 674</b>	<b>\$ 141</b>	<b>\$ 533</b>	<b>1.44</b>

Total net charge-offs are 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. See Note 6 Purchased 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. We maintain the ALLL at a level that we believe to be appropriate to absorb estimated probable credit losses incurred in the loan portfolio as of the balance sheet date. 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 three months of 2012 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 (including commercial and consumer TDRs) are determined 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.

Reserves allocated to non-impaired commercial loan classes are based on probability of default (PD) and loss given default (LGD) credit risk ratings.

Our pool reserve methodology is sensitive to changes in key risk parameters such as PD, LGD and exposure at date of default (EAD). 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.

The majority of the commercial portfolio is secured by collateral, including loans to asset-based lending customers that continue to show demonstrably lower LGD. Further, the large investment grade or equivalent portion of the loan portfolio has performed well and has not been subject to significant deterioration.

Allocations to non-impaired consumer loan classes are based upon a roll-rate model which uses statistical relationships,

calculated from historical data that estimate the movement of loan outstandings through the various stages of delinquency and ultimately charge-off.

A portion of the ALLL related to qualitative and measurement factors has been assigned to loan categories. These factors include, but are not limited to, the following:

- Industry concentrations and conditions,
- Recent credit quality trends,
- Recent loss experience in particular portfolios,
- Recent macro economic factors,
- 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 maintain the allowance for unfunded loan commitments and letters of credit at a level we believe is appropriate to absorb estimated probable losses on these unfunded credit facilities. 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 our ALLL.

We refer you to 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 further information on key asset quality indicators that we use to evaluate our portfolio and establish the allowances.

**Table 39: Allowance for Loan and Lease Losses**

Dollars in millions	2012	2011
January 1	\$4,347	\$4,887
Total net charge-offs	(333)	(533)
Provision for credit losses	185	421
Net change in allowance for unfunded loan commitments and letters of credit	(3)	(16)
March 31	\$4,196	\$4,759
Net charge-offs to average loans (for the three months ended) (annualized)	.81%	1.44%
Allowance for loan and lease losses to total loans	2.38	3.19
Commercial lending net charge-offs	\$ (96)	\$ (248)
Consumer lending net charge-offs	(237)	(285)
Total net charge-offs	\$ (333)	\$ (533)
Net charge-offs to average loans (for the three months ended) (annualized)		
Commercial lending	.42%	1.25%
Consumer lending	1.32	1.65

As further described in the Consolidated Income Statement Review section of this Report, the provision for credit losses totaled \$185 million for the first three months of 2012 compared to \$421 million for the first three months of 2011. For the first three months of 2012, the provision for commercial lending credit losses declined by \$83 million or 65% from the first three months of 2011. Similarly, the provision for consumer lending credit losses decreased \$153 million or 52% from the first three months of 2011.

Purchased impaired loans are recorded at fair value and applicable accounting guidance prohibits the carry over or creation of valuation allowances at acquisition. Because the initial fair values of these loans already reflect a credit component, additional reserves are established when performance is expected to be worse than our expectations as of the acquisition date. At March 31, 2012, we had established reserves of \$991 million for purchased impaired loans. In addition, all loans (purchased impaired and non-impaired) acquired in the RBC Bank (USA) acquisition were recorded at fair value. No allowance for loan losses was carried over and no allowance was created at acquisition. See Note 6 Purchased Loans for additional information.

At March 31, 2012, total ALLL to total nonperforming loans was 117%. The comparable amount for December 31, 2011 was 122%. The allowance allocated to consumer loans and lines of credit not secured by residential real estate and purchased impaired loans, which are both excluded from nonperforming loans, totaled \$1.4 billion at both March 31, 2012 and December 31, 2011. See the Nonperforming Assets By Type table within this Credit Risk Management section for additional information. Excluding these balances, the allowance as a percent of nonperforming loans was 79% and 84% as of March 31, 2012 and December 31, 2011, 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 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 use credit default swaps (CDS) as a tool to manage risk concentrations in the credit portfolio. That risk management could come from protection purchased or sold in the form of single name or index products. When we buy loss protection by purchasing a 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.

When we sell protection, we receive a CDS premium from the buyer in return for PNC's obligation to pay the buyer if a

specified credit event occurs for a particular obligor or reference entity.

We evaluate the counterparty credit worthiness for all 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 potential loss assuming 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 consolidated company level (bank, parent company, and nonbank subsidiaries combined) 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 used to measure and monitor consolidated 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. Management also monitors liquidity through a series of early warning indicators that may indicate a potential market, or PNC-specific, liquidity stress event. Finally, management performs a set of liquidity stress tests and maintains a contingency funding plan to address a potential liquidity crisis. In the most severe liquidity stress simulation, we assume that PNC’s liquidity position is under pressure, while the market in general is under systemic pressure. The simulation considers, among other things, the impact of restricted access to both secured and unsecured external sources of funding, accelerated run-off of customer deposits, valuation pressure on assets, and heavy demand to fund contingent obligations. Risk limits are established within our Liquidity Risk Policy. Management’s Asset and Liability Committee regularly reviews compliance with the established limits.

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 and Liquidity 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. As of March 31, 2012, there were approximately \$14.8 billion of bank borrowings with maturities of less than one year. We also maintain adequate bank liquidity to meet future potential loan demand and provide for other business needs, as necessary. See the Bank Level Liquidity – Sources section below.

#### **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. Total deposits increased to \$206.1 billion at March 31, 2012 from \$188.0 billion at December 31, 2011, primarily due to the RBC Bank (USA) acquisition. 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, 2012, our liquid assets consisted of short-term investments (Federal funds sold, resale agreements, trading securities, and interest-earning deposits with banks) totaling \$6.1 billion and securities available for sale totaling \$53.4 billion. Of our total liquid assets of \$59.5 billion, we had \$23.9 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, 2012, PNC Bank, N.A. had issued \$7.0 billion of debt under this program of which \$100 million of senior bank notes were issued March 5, 2012 and due April 8, 2015 with interest paid semi-annually at a fixed rate of 1.07%. Total senior and subordinated debt increased to \$4.2 billion at March 31, 2012 from \$4.1 billion at December 31, 2011 due to issuances.

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, 2012, our unused secured borrowing capacity was \$8.1 billion with FHLB-Pittsburgh. Total FHLB borrowings increased to \$ 9.0 billion at March 31, 2012 from \$ 7.0 billion at December 31, 2011 due to \$3.5 billion in new borrowings partially offset by maturities.

PNC Bank, N.A. has the ability to offer up to \$3.0 billion of its commercial paper to provide additional liquidity. As of March 31, 2012, there was \$1.5 billion outstanding under this program. Other borrowed funds on our Consolidated Balance Sheet also includes \$5.3 billion of commercial paper issued by Market Street Funding LLC, a consolidated VIE.

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, 2012, our unused secured borrowing capacity was \$29.3 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. As of March 31, 2012, there were approximately \$3.3 billion of parent company borrowings with maturities of less than one year.

Additionally, the parent company maintains adequate liquidity to fund discretionary activities such as paying dividends to PNC shareholders, share repurchases, and acquisitions. See the Parent Company Liquidity – Sources section below. In March 2012, we used approximately \$3.6 billion of parent company cash to acquire both RBC Bank (USA) and a credit card portfolio from RBC Bank (Georgia), National Association.

See 2012 Capital and Liquidity Actions in the Executive Summary section of this Financial Review for information regarding the Federal Reserve's 2012 CCAR process, including their acceptance of the capital plan filed by PNC on January 9, 2012 and their not objecting to our capital actions proposed as part of that plan, as well as additional information regarding our April 2012 increase to PNC's quarterly common stock dividend, our plans to purchase shares under PNC's existing common stock repurchase program during the remainder of 2012, our March 2012 issuance of senior notes, our upcoming May 2012 redemption of \$500 million of trust preferred securities, our April 2012 redemption of \$306

million of trust preferred securities, and our April 2012 issuance of \$1.5 billion of preferred stock. We did not repurchase any shares under PNC's existing common stock repurchase program in the first quarter of 2012.

#### ***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.

The amount available for dividend payments by PNC Bank, N.A. to the parent company without prior regulatory approval was approximately \$1.3 billion at March 31, 2012. 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 Item 8 of our 2011 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 "Trust Preferred Securities" section 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 Item 8 of our 2011 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, 2012, the parent company had approximately \$4.8 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 increased to \$16.1 billion at March 31, 2012 from \$16.0 billion at December 31, 2011 due to \$1.0 billion in new borrowings partially offset by maturities.

During 2012 we issued the following securities under our shelf registration statement:

- \$1.0 billion of senior notes issued March 8, 2012 and due March 2022. Interest is paid semi-annually at a

fixed rate of 3.30%. The offering resulted in gross proceeds to us, before offering related expenses, of \$990 million,

- Sixty million depositary shares, each representing a 1/4,000th interest in a share of our Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series P, issued April 24, 2012, resulting in gross proceeds to us, before commissions and expenses, of \$1.5 billion.

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, 2012, there were no issuances outstanding under this program.

Note 18 Equity in Item 8 of our 2011 Form 10-K describes the 16,885,192 warrants we have outstanding, each to purchase one share of PNC common stock at an exercise price of \$67.33 per share. These warrants were sold by the US Treasury in a secondary public offering in May 2010 after the US Treasury exchanged its TARP Warrant. These warrants will expire December 31, 2018.

#### Status of Credit Ratings

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

**Table 40: Credit ratings as of March 31, 2012 for PNC and PNC Bank, N.A.**

	Standard &		
	Moody's	Poor's	Fitch
<b>The PNC Financial Services Group, Inc.</b>			
Senior debt	A3	A-	A+
Subordinated debt	Baa1	BBB+	A
Preferred stock	Baa3	BBB	BBB-
<b>PNC Bank, N.A.</b>			
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, 2012 representing required and potential cash outflows.

**Table 41: Contractual Obligations**

March 31, 2012 – in millions	Payment Due By Period				
	Total	Less than one year	One to three years	Four to five years	After five years
Remaining contractual maturities of time deposits (a)	\$31,615	\$22,158	\$ 5,589	\$2,311	\$ 1,557
Borrowed funds (a) (b)	42,539	23,556	4,688	4,603	9,692
Minimum annual rentals on noncancellable leases	2,794	379	655	474	1,286
Nonqualified pension and postretirement benefits	558	64	122	116	256
Purchase obligations (c)	644	401	168	45	30
Total contractual cash obligations	\$78,150	\$46,558	\$ 11,222	\$7,549	\$12,821

(a) Includes purchase accounting adjustments.

(b) Includes basis adjustment relating to accounting hedges.

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

At March 31, 2012, unrecognized tax benefits totaled \$220 million. This liability for unrecognized tax benefits 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 \$72.0 billion at December 31, 2011. The increase in the comparison is primarily attributable to the increase in borrowed funds. See the Funding and Capital Sources section in the Consolidated Balance Sheet Review section of this Financial Review for additional information.

**Table 42: Other Commitments (a)**

	Total Amounts Committed	Amount Of Commitment Expiration By Period			
		Less than one year	One to three years	Four to five years	After five years
March 31, 2012 – in millions					
Net unfunded credit commitments	\$ 112,454	\$50,432	\$35,377	\$26,040	\$ 605
Standby letters of credit (b)	10,897	4,736	4,723	1,362	76
Reinsurance agreements (c)	6,177	2,822	95	46	3,214
Other commitments (d)	706	379	248	76	3
<b>Total commitments</b>	<b>\$ 130,234</b>	<b>\$58,369</b>	<b>\$40,443</b>	<b>\$27,524</b>	<b>\$3,898</b>

- (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. Balances represent estimates based on availability of financial information.
- (d) Includes unfunded commitments related to private equity investments of \$234 million and other investments of \$4 million that are not on our Consolidated Balance Sheet. Also includes commitments related to tax credit investments of \$437 million and other direct equity investments of \$31 million that are included in Other liabilities on our Consolidated Balance Sheet.

#### MARKET RISK MANAGEMENT

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 as 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 2012 and 2011 follow:

**Table 43: Interest Sensitivity Analysis**

	First Quarter 2012	First Quarter 2011
<b>Net Interest Income Sensitivity Simulation</b>		
Effect on net interest income in first year from gradual interest rate change over following 12 months of:		
100 basis point increase	2.4%	1.1%
100 basis point decrease (a)	(1.7)%	(.9)%
Effect on net interest income in second year from gradual interest rate change over the preceding 12 months of:		
100 basis point increase	7.1%	3.4%
100 basis point decrease (a)	(4.9)%	(3.4)%
<b>Duration of Equity Model (a)</b>		
Base case duration of equity (in years):	(6.0)	–
<b>Key Period-End Interest Rates</b>		
One-month LIBOR	.24%	.24%
Three-year swap	.76%	1.47%

- (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) Yield Curve Slope Flattening (a 100 basis point yield curve slope flattening between 1-month and ten-year rates superimposed on current base rates) scenario.



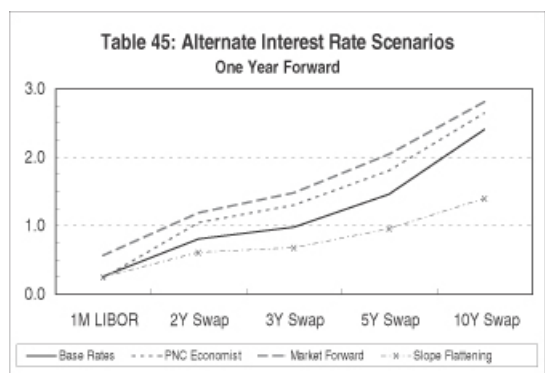
**Table 44: Net Interest Income Sensitivity to Alternative Rate Scenarios (First Quarter 2012)**

	PNC Economist	Market Forward	Slope Flattening
First year sensitivity	.1%	.6%	(.9)%
Second year sensitivity	1.7%	2.4%	(3.6)%

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 2012 interest sensitivity analyses indicate that our Consolidated Balance Sheet is positioned to benefit from an increase in interest rates and an upward sloping interest rate yield curve. 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

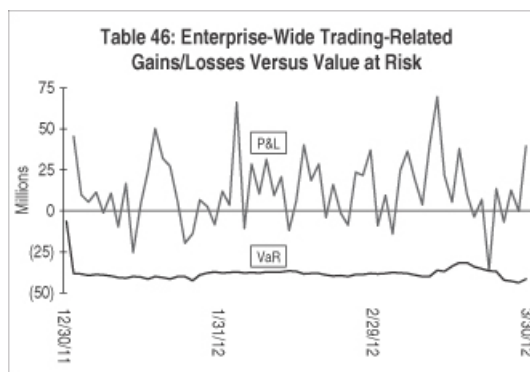
Our trading activities are primarily customer-driven trading in fixed income securities, derivatives and foreign exchange contracts, as well as the daily mark-to-market impact from the credit valuation adjustment (CVA) on the customer derivatives portfolio. They also include the underwriting of fixed income and equity securities.

We use value-at-risk (VaR) as the primary means to measure and monitor market risk in trading activities. We calculate a diversified VaR at a 95% confidence interval. We believe a diversified VaR is a better representation of risk than a non-diversified VaR as it reflects empirical correlations across different asset classes. PNC began to include the daily mark-to-market impact from the CVA in determining the diversified VaR measure during the first quarter of 2012 and comparative periods are stated on a comparable basis.

During the first three months of 2012, our 95% VaR ranged between \$3.3 million and \$4.6 million, averaging \$4.0 million. During the first three months of 2011, our 95% VaR ranged between \$3.5 million and \$4.8 million, averaging \$4.2 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 normal business cycle, we would expect an average of twelve to thirteen instances a year in which actual losses exceeded the prior day VaR measure at the enterprise-wide level at a 95% confidence interval. There was one such instance during the first three months of 2012 under our diversified VaR measure. In comparison, there were no such instances during the first three months of 2011. We use a 500 day look back period for backtesting and include customer related revenue. Including customer revenue helps to reduce trading losses and may reduce the number of instances of actual losses exceeding the prior day VaR measure.

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





Total trading revenue was as follows:

**Table 47: Trading Revenue**

Three months ended March 31		
In millions	2012	2011
Net interest income	\$ 9	\$11
Noninterest income	72	50
Total trading revenue	\$81	\$61
Securities underwriting and trading (a)	\$25	\$16
Foreign exchange	20	17
Financial derivatives and other	36	28
Total trading revenue	\$81	\$61

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

The trading revenue disclosed above includes results from providing investing and risk management services to our customers as well as results from hedges of customer activity. Trading revenue excludes the impact of economic hedging activities which we transact to manage risk primarily related to residential mortgage servicing rights, residential and commercial mortgage loans held-for-sale, and certain residential mortgage-backed agency securities with embedded derivatives. Derivatives used for economic hedges 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. Economic hedge results, along with the associated hedged items, are reported in the respective income statement line items, as appropriate.

Trading revenue for the first quarter of 2012 increased \$20 million compared with the first quarter of 2011 primarily due to higher derivative and foreign exchange client sales revenues and, to a lesser extent, securities underwriting and improved customer-driven trading results.

#### **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. PNC invests primarily in private 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 potential value depreciation over a one year horizon commensurate with solvency expectations of an institution rated single-A 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. See Note 8 Fair Value in the Notes To Consolidated Financial Statements in this Report for additional information.

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:

**Table 48: Equity Investments Summary**

In millions	Mar. 31 2012	Dec. 31 2011
BlackRock	\$ 5,324	\$ 5,291
Tax credit investments	2,818	2,646
Private equity	1,510	1,491
Visa	459	456
Other	241	250
Total	\$10,352	\$10,134

#### **BlackRock**

PNC owned approximately 36 million common stock equivalent shares of BlackRock equity at March 31, 2012, 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 accounted for under the equity method. These investments, as well as equity investments held by consolidated partnerships, totaled \$2.8 billion at March 31, 2012 and \$2.6 billion at December 31, 2011.

#### **Private Equity**

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

Private equity investments carried at estimated fair value totaled \$1.5 billion at both March 31, 2012 and December 31, 2011. As of March 31, 2012, \$865 million was invested directly in a variety of companies and \$645 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 \$241 million as of March 31, 2012. 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. See Item 1 Business – Supervision and Regulation and Item 1A Risk Factors included in our 2011 Form 10-K for discussion of potential impacts of the Volcker Rule provisions of Dodd-Frank on our holding interests in and sponsorship of private equity or hedge funds.

Our unfunded commitments related to private equity totaled \$234 million at March 31, 2012 compared with \$247 million at December 31, 2011.

#### **Visa**

At March 31, 2012, our investment in Visa Class B common shares totaled approximately 23 million shares. As of March 31, 2012, our recognized Visa indemnification liability was zero. As we continue to have an obligation to indemnify Visa for judgments and settlements for the remaining specified litigation, we may have additional exposure to the specified Visa litigation.

As of March 31, 2012, we had a recorded investment of \$459 million in Visa. Based on the March 31, 2012 closing price of \$118.00 for the Visa Class A shares, the market value of our total investment was approximately \$1.2 billion at the current conversion ratio which considers all litigation funding by Visa to date. 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.

Our 2011 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, the status of pending interchange litigation and other 2011 developments in this area. See also Note 17 Commitments and Guarantees in our Notes To Consolidated Financial Statements of this Report for 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, 2012, other investments totaled \$241 million compared with \$250 million at December 31, 2011. We recognized net gains related to these investments of \$15 million during both the first three months of 2012 and 2011.

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 \$4 million at March 31, 2012 and \$3 million at December 31, 2011.

#### **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 Item 8 of our 2011 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.

The following table provides the notional or contractual amounts and estimated net fair value of financial derivatives at March 31, 2012 and December 31, 2011.

**Table 49: Financial Derivatives**

	March 31, 2012		December 31, 2011	
	Notional/ Contractual Amount	Estimated Net Fair Value	Notional/ Contractual Amount	Estimated Net Fair Value
In millions				
<b>Derivatives designated as hedging instruments under GAAP</b>				
Interest rate contracts (a)				
Asset rate conversion				
Receive fixed swaps	\$ 14,115	\$ 497	\$ 13,902	\$ 529
Pay fixed swaps (c)	1,996	(86)	1,797	(116)
Liability rate conversion				
Receive fixed swaps	11,469	1,214	10,476	1,316
Forward purchase commitments	250	1	2,733	43
Total interest rate risk management	27,830	1,626	28,908	1,772
Foreign exchange contracts				
FX forward (d)	609	(12)	326	
Total derivatives designated as hedging instruments (b)	\$ 28,439	\$ 1,614	\$ 29,234	\$ 1,772
<b>Derivatives not designated as hedging instruments under GAAP</b>				
<u>Derivatives used for residential mortgage banking activities:</u>				
Interest rate contracts				
Swaps	\$ 97,165	\$ 464	\$ 98,406	\$ 454
Futures	61,575		64,250	
Future options	31,600	3	8,000	
Bond options	800	3	1,250	3
Swaptions	8,286	68	10,312	49
Commitments related to residential mortgage assets	17,770	43	14,773	59
Total residential mortgage banking activities	\$ 217,196	\$ 581	\$ 196,991	\$ 565
<u>Derivatives used for commercial mortgage banking activities:</u>				
Interest rate contracts				
Swaps	\$ 1,385	\$ (30)	\$ 1,180	\$ (34)
Swaptions			450	3
Commitments related to commercial mortgage assets	1,062	14	995	5
Credit contracts				
Credit default swaps	95	3	95	5
Total commercial mortgage banking activities	\$ 2,542	\$ (13)	\$ 2,720	\$ (21)
<u>Derivatives used for customer-related activities:</u>				
Interest rate contracts				
Swaps	\$ 116,738	\$ (175)	\$ 122,088	\$ (214)
Caps/floors				
Sold	4,715	(6)	5,861	(6)
Purchased	4,460	20	5,601	19
Swaptions	1,667	50	1,713	63
Futures	4,094		6,982	
Commitments related to residential mortgage assets	1,651		487	(1)
Foreign exchange contracts	13,373	6	11,920	9
Equity contracts (d)	180	(4)	184	(3)
Credit contracts				
Risk participation agreements	3,463	2	3,259	1
Total customer-related	\$ 150,341	\$ (107)	\$ 158,095	\$ (132)
<u>Derivatives used for other risk management activities:</u>				
Interest rate contracts				
Swaps	\$ 1,527	\$ (13)	\$ 1,704	\$ (34)
Swaptions			225	1
Futures	1,597		1,740	
Future options	600	1		
Commitments related to residential mortgage assets	1,000			
Foreign exchange contracts	23	(4)	25	(4)
Equity contracts	11			
Credit contracts				
Credit default swaps	114	1	209	6
Other contracts (d) (e)	363	(318)	386	(296)
Total other risk management	\$ 5,235	\$ (333)	\$ 4,289	\$ (327)
Total derivatives not designated as hedging instruments	\$ 375,314	\$ 128	\$ 362,095	\$ 85
Total Gross Derivatives	\$ 403,753	\$ 1,742	\$ 391,329	\$ 1,857

- (a) The floating rate portion of interest rate contracts is based on money-market indices. As a percent of notional amount, 54% were based on 1-month LIBOR and 46% on 3-month LIBOR at March 31, 2012 compared with 57% and 43%, respectively, at December 31, 2011.
- (b) Fair value amount includes net accrued interest receivable of \$130 million at March 31, 2012 and \$140 million at December 31, 2011.
- (c) Includes zero-coupon swaps.
- (d) The increases in the negative fair values from December 31, 2011 to March 31, 2012 for 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 2012 period and contracts terminated during that period.
- (e) Includes PNC's obligation to fund a portion of certain BlackRock LTIP programs and other contracts.

## INTERNAL CONTROLS AND DISCLOSURE CONTROLS AND PROCEDURES

As of March 31, 2012, 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, 2012, and that there has been no change in PNC's internal control over financial reporting that occurred during the first quarter of 2012 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.

**Carrying value of purchased impaired loans** – The net value on the balance sheet which represents the recorded investment less any valuation allowance.

**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.

**Combined Loan-to-value ratio (CLTV)** – This is the aggregate principal balance(s) of the mortgages on a property divided by its appraised value or purchase price.

**Commercial mortgage banking activities** – Includes commercial mortgage servicing, originating commercial mortgages for sale and related hedging activities. Commercial mortgage banking activities revenue includes commercial mortgage servicing (including net interest income and noninterest income from loan servicing and ancillary services, net of commercial mortgage servicing rights amortization, and commercial mortgage servicing rights valuations), 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).

**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.

**Core net interest income** – Total net interest income less purchase accounting accretion.

**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 or business segment should hold to guard against potentially large losses that could cause insolvency and is based on a measurement of economic risk. 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.

**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.

**Home Price Index (HPI)** – A broad measure of the movement of single-family house prices in the U.S.

**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 difference between the price, if any, required to be paid for stock issued pursuant to an equity compensation arrangement and the fair market value of the underlying 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. PNC’s product set includes loans priced using LIBOR as a benchmark.

**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%.

**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.

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

**Nonaccretable 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 nonperforming loans, TDRs, and OREO and foreclosed assets, but exclude certain government insured or guaranteed loans, loans held for sale, loans accounted for under fair value option and purchased impaired loans. 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 financing, home equity, residential real estate, credit card and other consumer customers as well as TDRs which have not returned to performing status. Nonperforming loans exclude certain government insured or guaranteed loans, loans held for sale, loans accounted for under the fair value option and purchased impaired loans. Nonperforming loans exclude 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) and foreclosed assets** – Assets taken in settlement of troubled loans primarily through surrender or foreclosure. Foreclosed assets include real and personal property, equity interests in corporations, partnerships, and limited liability companies.

**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.

**Parent company liquidity coverage** – Liquid assets divided by funding obligations within a two year period.

**Pretax earnings** – Income from continuing operations before income taxes and noncontrolling interests.

**Pretax, pre-provision earnings** – Total revenue less noninterest expense.

**Primary client relationship** – A corporate banking client relationship with annual revenue generation of \$10,000 to \$50,000 or more, and for Asset Management Group, a client relationship with annual revenue generation of \$10,000 or more.

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

**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. Accretion for purchased impaired loans includes any cash recoveries received in excess of the recorded investment.

**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.

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 (losses) on available for sale equity 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 (TDR)** – A loan whose terms have been restructured in a manner that grants a concession to a borrower experiencing financial difficulties.

**Value-at-risk (VaR)** – A statistically-based measure of risk that 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 95 out of 100 days for a 95% VaR.

**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 for earnings, revenues, expenses, capital levels and ratios, liquidity levels, asset levels, asset quality, financial position and 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,” “see,” “look,” “intend,” “outlook,” “project,” “forecast,” “estimate,” “goal,” “will,” “should” 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 made. We do not assume any duty and do not undertake to update forward-looking statements. Actual results or future events could differ, possibly materially, from those anticipated in forward-looking statements, as well as from historical performance.

Our forward-looking statements are subject to the following principal risks and uncertainties.

- Our businesses, financial results and balance sheet values are affected by business and economic conditions, including the following:
  - Changes in interest rates and valuations in debt, equity and other financial markets.
  - Disruptions in the liquidity and other functioning of U.S. and global financial markets.
  - The impact on financial markets and the economy of the downgrade by Standard & Poor’s of U.S. Treasury obligations and other U.S. government-backed debt, as well as issues surrounding the level of U.S. and European government debt and concerns regarding the creditworthiness of certain sovereign governments, supranationals and financial institutions in Europe.
  - Actions by Federal Reserve, U.S. Treasury and other government agencies, including those that impact money supply and market interest rates.
  - Changes in customers’, suppliers’ and other counterparties’ performance and creditworthiness.
  - Slowing or failure of the current moderate economic recovery.
  - Continued effects of aftermath of recessionary conditions and uneven spread of positive impacts of recovery on the economy and our counterparties, including adverse impacts on levels of unemployment, loan utilization rates, delinquencies, defaults and counterparty ability to meet credit and other obligations.
  - Changes in customer preferences and behavior, whether due to changing business and economic conditions, legislative and regulatory initiatives, or other factors.
- Our forward-looking financial statements are subject to the risk that economic and financial market conditions will be substantially different than we are currently expecting. These statements are based on our current view that the moderate economic expansion will persist in 2012 and interest rates will remain very low.
- Legal and regulatory developments could have an impact on our ability to operate our businesses, financial condition, results of operations, competitive position, reputation, or pursuit of attractive acquisition opportunities. Reputational impacts could affect matters such as business generation and retention, liquidity, funding, and ability to attract and retain management. These developments could include:
  - Changes resulting from legislative and regulatory reforms, including major reform of the regulatory oversight structure of the financial services industry and changes to laws and regulations involving tax, pension, bankruptcy, consumer protection, and other industry aspects, and changes in accounting policies and principles. We will be impacted by extensive reforms provided for in the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-



Frank Act”) and otherwise growing out of the recent financial crisis, the precise nature, extent and timing of which, and their impact on us, remains uncertain.

- Changes to regulations governing bank capital and liquidity standards, including due to the Dodd-Frank Act and to Basel III initiatives.
- 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 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, and may cause reputational harm to PNC.
- Results of the regulatory examination and supervision process, including our failure to satisfy requirements of agreements with governmental agencies.
- Impact on business and operating results of any costs associated with obtaining rights in intellectual property claimed by others and of adequacy of our intellectual property protection in general.
- Business and operating results are affected by our ability to identify and effectively manage risks inherent in our businesses, including, where appropriate, through effective use of third-party insurance, derivatives, and capital management techniques, and to meet evolving regulatory capital standards. In particular, our results currently depend on our ability to manage elevated levels of impaired assets.
- Business and operating results also include impacts relating to our equity interest in BlackRock, Inc. and rely to a significant extent on information provided to us by BlackRock. Risks and uncertainties that could affect BlackRock are discussed in more detail by BlackRock in its SEC filings.
- Our acquisition of RBC Bank (USA) presents us with risks and uncertainties related to the integration of the acquired businesses into PNC, including:
  - Anticipated benefits of the transaction, including cost savings and strategic gains, may be significantly harder or take longer to achieve than expected or may not be achieved in their entirety as a result of unexpected factors or events.
  - Our ability to achieve anticipated results from this transaction is dependent also on the extent of credit losses in the acquired loan portfolios and the extent of deposit attrition, in part related to the state of

economic and financial markets. Also, litigation and regulatory and other governmental investigations that may be filed or commenced, relating to pre-acquisition business and activities of RBC Bank (USA), could impact the timing or realization of anticipated benefits to PNC.

- Integration of RBC Bank (USA)’s business and operations into PNC may take longer than anticipated or be substantially more costly than anticipated or have unanticipated adverse results relating to RBC Bank (USA)’s or PNC’s existing businesses. PNC’s ability to integrate RBC Bank (USA) successfully may be adversely affected by the fact that this transaction results in PNC entering several geographic markets where PNC did not previously have any meaningful retail presence.
- In addition to the RBC Bank (USA) transaction, we grow our business in part by acquiring from time to time other financial services companies, financial services assets and related deposits and other liabilities. These other acquisitions often present risks and uncertainties analogous to those presented by the RBC Bank (USA) transaction. Acquisition risks include those presented by the nature of the business acquired as well as risks and uncertainties related to the acquisition transactions themselves, regulatory issues, and the integration of the acquired businesses into PNC after closing.
- Competition can have an impact on customer acquisition, growth and retention and on credit spreads and product pricing, which can affect market share, deposits and revenues. Industry restructuring in the current environment could also impact our business and financial performance through changes in counterparty creditworthiness and performance and in the competitive and regulatory landscape. Our ability to anticipate and respond to technological changes can also impact our ability to respond to customer needs and meet competitive demands.
- Business and operating results can also be affected by widespread disasters, dislocations, terrorist activities or international hostilities through impacts on the economy and financial markets generally or on us or our counterparties specifically.

We provide greater detail regarding some of these factors in our 2011 Form 10-K and elsewhere in this Report, including in the Risk Factors and Risk Management sections and the Legal Proceedings and Commitments and Guarantees Notes of the Notes to Consolidated Financial Statements in 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.

# CONSOLIDATED INCOME STATEMENT

THE PNC FINANCIAL SERVICES GROUP, INC.

In millions, except per share data

Unaudited

	Three months ended March 31	
	2012	2011
<b>Interest Income</b>		
Loans	\$1,951	\$1,884
Investment securities	526	578
Other	120	121
Total interest income	2,597	2,583
<b>Interest Expense</b>		
Deposits	103	182
Borrowed funds	203	225
Total interest expense	306	407
Net interest income	2,291	2,176
<b>Noninterest Income</b>		
Asset management	284	263
Consumer services	264	311
Corporate services	232	217
Residential mortgage	230	195
Service charges on deposits	127	123
Net gains on sales of securities	57	37
Other-than-temporary impairments	(16)	(30)
Less: Noncredit portion of other-than-temporary impairments (a)	22	4
Net other-than-temporary impairments	(38)	(34)
Other	285	343
Total noninterest income	1,441	1,455
Total revenue	3,732	3,631
<b>Provision For Credit Losses</b>	185	421
<b>Noninterest Expense</b>		
Personnel	1,111	989
Occupancy	190	193
Equipment	175	167
Marketing	68	40
Other	911	681
Total noninterest expense	2,455	2,070
Income before income taxes and noncontrolling interests	1,092	1,140
Income taxes	281	308
Net income	811	832
Less: Net income (loss) attributable to noncontrolling interests	6	(5)
Preferred stock dividends and discount accretion	39	4
Net income attributable to common shareholders	\$ 766	\$ 833
<b>Earnings Per Common Share</b>		
Basic	\$ 1.45	\$ 1.59
Diluted	1.44	1.57
<b>Average Common Shares Outstanding</b>		
Basic	526	524
Diluted	529	526

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

See accompanying Notes To Consolidated Financial Statements.

# CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

THE PNC FINANCIAL SERVICES GROUP, INC.

<i>In millions</i> <i>Unaudited</i>	Three months ended	
	March 31	
	2012	2011
<b><i>Net income</i></b>	<b>\$ 811</b>	<b>\$ 832</b>
<b><i>Other comprehensive income, before tax and net of reclassifications into Net income:</i></b>		
Net unrealized gains on OTTI debt securities	406	231
Net unrealized gains on non-OTTI securities	238	28
Net unrealized losses on cash flow hedge derivatives	(90)	(108)
Pension, other postretirement and postemployment benefit plan adjustments	48	16
Other	12	33
<b><i>Other comprehensive income, before tax and net of reclassifications into Net income</i></b>	<b>614</b>	<b>200</b>
Income tax expense related to items of other comprehensive income	(228)	(78)
<b><i>Other comprehensive income, after tax and net of reclassifications into Net income</i></b>	<b>386</b>	<b>122</b>
<b><i>Comprehensive income</i></b>	<b>1,197</b>	<b>954</b>
Less: Comprehensive income (loss) attributable to noncontrolling interests	6	(5)
<b><i>Comprehensive income attributable to PNC</i></b>	<b>\$ 1,191</b>	<b>\$ 959</b>

See accompanying Notes To Consolidated Financial Statements.

# CONSOLIDATED BALANCE SHEET

THE PNC FINANCIAL SERVICES GROUP, INC.

In millions, except par value

Unaudited

	March 31 2012	December 31 2011
<b>Assets</b>		
Cash and due from banks (includes \$7 and \$7 for VIEs) (a)	\$ 4,162	\$ 4,105
Federal funds sold and resale agreements (includes \$688 and \$732 measured at fair value) (b)	1,371	2,205
Trading securities	2,639	2,513
Interest-earning deposits with banks (includes \$8 and \$325 for VIEs) (a)	2,084	1,169
Loans held for sale (includes \$2,227 and \$2,365 measured at fair value) (b)	2,456	2,936
Investment securities (includes \$109 and \$109 for VIEs) (a)	64,554	60,634
Loans (includes \$7,032 and \$6,096 for VIEs)		
(includes \$273 and \$227 measured at fair value) (a) (b)	176,214	159,014
Allowance for loan and lease losses (includes \$(73) and \$(91) for VIEs) (a)	(4,196)	(4,347)
Net loans	172,018	154,667
Goodwill	9,169	8,285
Other intangible assets	2,019	1,859
Equity investments (includes \$1,741 and \$1,643 for VIEs) (a)	10,352	10,134
Other (includes \$1,231 and \$1,205 for VIEs) (includes \$241 and \$210 measured at fair value) (a) (b)	25,059	22,698
Total assets	\$295,883	\$ 271,205
<b>Liabilities</b>		
Deposits		
Noninterest-bearing	\$ 62,463	\$ 59,048
Interest-bearing	143,664	128,918
Total deposits	206,127	187,966
Borrowed funds		
Federal funds purchased and repurchase agreements	4,832	2,984
Federal Home Loan Bank borrowings	8,957	6,967
Bank notes and senior debt	12,065	11,793
Subordinated debt	8,221	8,321
Other (includes \$5,546 and \$4,777 for VIEs) (a)	8,464	6,639
Total borrowed funds	42,539	36,704
Allowance for unfunded loan commitments and letters of credit	243	240
Accrued expenses (includes \$173 and \$155 for VIEs) (a)	3,607	4,175
Other (includes \$807 and \$734 for VIEs) (a)	5,131	4,874
Total liabilities	257,647	233,959
<b>Equity</b>		
Preferred stock (c)		
Common stock (\$5 par value, authorized 800 shares, issued 537 shares)	2,685	2,683
Capital surplus – preferred stock	1,638	1,637
Capital surplus – common stock and other	12,074	12,072
Retained earnings	18,834	18,253
Accumulated other comprehensive income (loss)	281	(105)
Common stock held in treasury at cost: 9 and 10 shares	(467)	(487)
Total shareholders' equity	35,045	34,053
Noncontrolling interests	3,191	3,193
Total equity	38,236	37,246
Total liabilities and equity	\$295,883	\$ 271,205

(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.

# CONSOLIDATED STATEMENT OF CASH FLOWS

THE PNC FINANCIAL SERVICES GROUP, INC.

In millions

Unaudited

	Three months ended March 31	
	2012	2011
<b>Operating Activities</b>		
Net income	\$ 811	\$ 832
Adjustments to reconcile net income to net cash provided (used) by operating activities		
Provision for credit losses	185	421
Depreciation and amortization	269	279
Deferred income taxes	181	46
Net gains on sales of securities	(57)	(37)
Net other-than-temporary impairments	38	34
Mortgage servicing rights valuation adjustment	35	46
Undistributed earnings of BlackRock	(68)	(55)
Excess tax benefits from share-based payment arrangements	(12)	
Net change in		
Trading securities and other short-term investments	1,131	(294)
Loans held for sale	493	166
Other assets	(97)	(291)
Accrued expenses and other liabilities	(55)	(411)
Other	(90)	(9)
Net cash provided (used) by operating activities	2,764	727
<b>Investing Activities</b>		
Sales		
Securities available for sale	3,492	8,018
Loans	389	590
Repayments/maturities		
Securities available for sale	1,994	1,590
Securities held to maturity	836	506
Purchases		
Securities available for sale	(6,948)	(7,237)
Securities held to maturity		(22)
Loans	(388)	(417)
Net change in		
Federal funds sold and resale agreements	830	1,456
Interest-earning deposits with banks	(626)	251
Loans	(3,346)	458
Net cash paid for acquisition activity	(3,329)	
Other	(12)	(80)
Net cash provided (used) by investing activities	(7,108)	5,113

# **CONSOLIDATED STATEMENT OF CASH FLOWS**

THE PNC FINANCIAL SERVICES GROUP, INC.

(continued from previous page)

<i>In millions</i> <i>Unaudited</i>	<b>Three months ended March 31</b>	
	<b>2012</b>	<b>2011</b>
<b><i>Financing Activities</i></b>		
Net change in		
Noninterest-bearing deposits	\$ (757)	\$ (1,266)
Interest-bearing deposits	867	(88)
Federal funds purchased and repurchase agreements	1,500	(63)
Other borrowed funds	1,095	(1,361)
Sales/issuances		
Federal Home Loan Bank borrowings	5,000	
Bank notes and senior debt	1,090	
Other borrowed funds	4,336	2,201
Common and treasury stock	70	14
Repayments/maturities		
Federal Home Loan Bank borrowings	(3,980)	(1,023)
Bank notes and senior debt	(770)	(1,525)
Subordinated debt	(22)	(480)
Other borrowed funds	(3,792)	(2,068)
Excess tax benefits from share-based payment arrangements	12	
Acquisition of treasury stock	(25)	(33)
Preferred stock cash dividends paid	(38)	(4)
Common stock cash dividends paid	(185)	(52)
Net cash provided (used) by financing activities	4,401	(5,748)
<b><i>Net Increase (Decrease) In Cash And Due From Banks</i></b>		
Cash and due from banks at beginning of period	4,105	3,297
Cash and due from banks at end of period	\$ 4,162	\$ 3,389
<b><i>Supplemental Disclosures</i></b>		
Interest paid	\$ 338	\$ 445
Income taxes paid	7	265
Income taxes refunded	4	26
<b><i>Non-cash Investing and Financing Items</i></b>		
Transfer from loans to loans held for sale, net	199	100
Transfer from loans to foreclosed assets	236	161

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, Illinois, Maryland, Indiana, North Carolina, Florida, Kentucky, Washington, D.C., Alabama, Delaware, Georgia, Virginia, Missouri, Wisconsin and South Carolina. 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 to the 2012 presentation. These reclassifications did not have a material impact on our consolidated financial condition or results of operations.

As described in Note 2 Acquisition and Divestiture Activity, on March 2, 2012, PNC acquired 100% of the issued and outstanding common stock of RBC Bank (USA), the US retail banking subsidiary of Royal Bank of Canada. As part of the acquisition, PNC also purchased a credit card portfolio from RBC Bank (Georgia), National Association. The transaction added approximately \$18.1 billion of deposits and \$14.5 billion of loans to PNC's Consolidated Balance Sheet.

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 2011 Annual Report on Form 10-K as amended by Amendment

No. 1 on Form 10-K/A (2011 Form 10-K). Reference is made to Note 1 Accounting Policies in the 2011 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 2012 other than as disclosed herein. These interim consolidated financial statements serve to update the 2011 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, and accretion on purchased impaired loans. 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 approximately 1.5 million shares of Series C Preferred Stock of BlackRock after delivery of approximately 1.3 million shares in September 2011 pursuant to our obligation to partially fund a portion of certain BlackRock LTIP programs. 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 and leases,
- Troubled debt restructurings, and
- Other real estate owned and foreclosed assets.

Nonperforming loans are those loans that have deteriorated in credit quality to the extent that full collection of contractual principal and interest is not probable. 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 310-30 – Loans and Debt Securities Acquired with Deteriorated Credit Quality is reported as an accruing loan and a performing asset due to the accretion of interest income.

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 not probable 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 the loan 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 borrower's future debt service ability, whether 90 days have passed or not,
- Borrower 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 when we determine that a specific loan, or portion thereof, is uncollectible. This determination is based on the specific facts and circumstances of the individual loans. In making this determination, we consider the viability of the business or project as a going concern, the past due status when the asset is not well-secured, the expected cash flows to repay the loan, the value of the collateral, and the ability and willingness of any guarantors to perform.

Additionally, in general, for smaller dollar commercial loans of \$1 million or less, a partial or full charge-off will occur at 120 days past due for term loans and 180 days past due for revolving.

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, has a realizable value sufficient to discharge the debt in full, including accrued interest. Starting in the first quarter of 2012, home equity installment loans and lines of credit, whether well-secured or not, are classified as nonaccrual at 90 days past due instead of the prior policy of nonaccrual classification at 180 days past due. Well-secured residential real estate loans are classified as nonaccrual at 180 days past due.

Home equity installment loans, lines of credit, and residential real estate loans that are not well-secured and/or are not in the process of collection are charged-off at 180 days past due to the estimated fair value of the collateral less costs to sell.

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 be recorded as interest income. For TDRs, payments are applied based upon their contractual terms.

A TDR is a loan whose terms have been restructured in a manner that grants a concession to a borrower experiencing financial difficulties. TDRs may include restructuring certain terms of loans, receipts of assets from debtors in partial satisfaction of loans, or a combination thereof. TDRs are included in nonperforming loans until returned to performing status through the fulfilling of restructured 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 estimated fair value less cost to sell. Based upon the estimated fair value less cost to sell, the recorded investment of the loan is adjusted and, typically, a charge-off/recovery is recognized to the Allowance for Loan and Lease Losses (ALLL). We estimate fair values primarily based on appraisals, or sales agreements with third parties. Anticipated recoveries and government guarantees are also considered in evaluating the potential impairment of loans at the date of transfer.

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 appropriate to absorb estimated probable credit losses incurred in the loan portfolio as of the balance sheet date. Our determination 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),
- Movement through delinquency stages,
- Amounts and timing of expected future cash flows,
- Value of collateral, and
- Qualitative factors such as changes in current 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 may include:

- Industry concentrations and conditions,
- Recent credit quality trends,

- Recent loss experience in particular portfolios,
- Recent macro economic factors,
- Changes in risk selection and underwriting standards, and
- Timing of available information.

In determining the appropriateness of the ALLL, we make specific allocations to impaired loans and allocations to portfolios of commercial and consumer loans. 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 commercial nonperforming loans and TDRs greater than or equal to a defined dollar threshold, 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 commercial nonperforming loans and TDRs 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 loan.
- Consumer nonperforming loans are collectively reserved for unless classified as TDRs, for which specific reserves are based on an analysis of the present value of the loan's expected future cash flows.
- For purchased impaired loans, 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 ALLL.

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 lending standards and 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 appropriate to absorb estimated probable credit losses on these unfunded credit facilities as of the balance sheet date. We determine the allowance based on periodic evaluations of the unfunded credit facilities, including an assessment of the probability of commitment usage, credit risk factors, and, solely for commercial lending, 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 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 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 December 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2011-11 – Balance Sheet (Topic 210) – Disclosures about Offsetting Assets and Liabilities. This ASU applies to all entities that have financial instruments and derivative instruments that are either (1) offset in accordance with either ASC 210-20-45 or ASC 815-10-45 or (2) subject to an enforceable master netting arrangement or similar agreement. Under this ASU, an entity is required to disclose information about offsetting and related arrangements to enable users of its financial statements to understand the effect of those arrangements on its financial position. This ASU is effective for annual reporting periods beginning on or after January 1, 2013, and interim periods within those annual periods. The disclosures required by the ASU are to be applied retrospectively for all comparative periods presented. We will adopt the new disclosure requirements on January 1, 2013. These disclosures should not affect our results of operations or financial position.

In December 2011, the FASB also finalized ASU 2011-10 – Property, Plant, and Equipment (Topic 360) – Derecognition of in Substance Real Estate – a Scope Clarification (a consensus of the FASB Emerging Issues Task Force). This ASU clarified that the guidance in ASC 360-20 applies to a parent that ceases to have a controlling financial interest (as described in ASC 810-10) in a subsidiary that is in substance real estate as a result of default on the subsidiary's nonrecourse debt. The amendments within this update should be applied on a prospective basis and are effective for fiscal years, and interim periods within those years, beginning on or after June 15, 2012. The adoption of this new guidance is not expected to have a material effect on our results of operations or financial position.

In September 2011, the FASB issued ASU 2011-08 – Intangibles – Goodwill and Other (Topic 350) – Testing Goodwill for Impairment. The ASU permits an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If an entity qualitatively determines the fair value of a reporting unit is greater than its carrying amount, it is not required to perform the step 1 quantitative goodwill impairment test for the reporting unit. ASU 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. The adoption of this new guidance is not expected to have a material effect on our results of operations or financial position.

In June 2011, the FASB issued ASU 2011-05 – Comprehensive Income (Topic 220), Presentation of Comprehensive Income. This ASU will require an entity to present each component of net income along with total net income, each component of other comprehensive income along with total other comprehensive income, and a total amount for comprehensive income either in a single

continuous statement of comprehensive income or in two separate but consecutive statements. In both presentation options, the tax effect for each component must be presented in the statement in which other comprehensive income is presented or disclosed in the notes to the financial statements. This ASU does not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income. In December 2011, the FASB issued ASU 2011-12 – Comprehensive Income (Topic 220), Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in ASU 2011-05. This ASU defers those changes in ASU 2011-05 that relate to the presentation of reclassification adjustments as the Board redeliberates this item. Entities should continue to report reclassifications out of accumulated other comprehensive income consistent with the presentation requirements in effect before ASU 2011-05. We adopted ASU 2011-05 and ASU 2011-12 on January 1, 2012. See the Consolidated Statement of Comprehensive Income and Note 14, Total Equity and Other Comprehensive Income for additional information.

In May 2011, the FASB issued ASU 2011-04 – Fair Value Measurement (Topic 820), Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRS. This ASU provides guidance to clarify the concept of highest and best use valuation premise, how a principal market is determined, and the application of the fair value measurement for instruments with offsetting market or counterparty credit risks. It also extends the prohibition on blockage factors to all fair value hierarchy levels. This ASU will require additional disclosures for the following: (1) quantitative information about the significant unobservable inputs used in all Level 3 financial instruments, (2) the valuation processes used by the reporting entity as well as a narrative description of the sensitivity of the fair value measurement to changes in unobservable inputs, (3) a reporting entity's use of a nonfinancial asset in a way that differs from the asset's highest and best use if the fair value of the asset is reported, (4) the categorization by level of the fair value hierarchy for items that are not measured at fair value in financial statements and (5) any transfers between Level 1 and 2 and the reason for those transfers. ASU 2011-04 is effective for the first interim or annual period beginning after December 15, 2011, and should be applied prospectively. The adoption of this new guidance is not expected to have a

material effect on our results of operations or financial position. We adopted ASU 2011-04 on January 1, 2012. See Note 8 Fair Value for additional information.

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. The adoption of ASU 2011-03 on January 1, 2012 did not have a material effect on our results of operations or financial position.

## NOTE 2 ACQUISITION AND DIVESTITURE ACTIVITY

### ***RBC BANK (USA) ACQUISITION***

On March 2, 2012, PNC acquired 100% of the issued and outstanding common stock of RBC Bank (USA), the US retail banking subsidiary of Royal Bank of Canada. As part of the acquisition, PNC also purchased a credit card portfolio from RBC Bank (Georgia), National Association. PNC paid \$3.6 billion in cash as consideration for the acquisition of both RBC Bank (USA) and the credit card portfolio, subject to certain post-closing adjustments that are considered normal course of business. The transactions added approximately \$18.1 billion of deposits and \$14.5 billion of loans to PNC's Consolidated Balance Sheet.

RBC Bank (USA), based in Raleigh, North Carolina, operated more than 400 branches in North Carolina, Florida, Alabama, Georgia, Virginia and South Carolina. The primary reasons for the acquisition of RBC were to enhance shareholder value, to improve PNC's competitive position in the financial services industry and to further expand PNC's existing branch network in the states where it currently operates as well as expanding into new markets.

The RBC transactions noted above were accounted for using the acquisition method of accounting and, as such, assets acquired, liabilities assumed and consideration exchanged were recorded at their estimated fair value on the acquisition date. All acquired loans were also recorded at fair value. No allowance for loan losses was carried over and no allowance was created at acquisition. In connection with the acquisition,

the assets acquired and the liabilities assumed were recorded at fair value on the date of acquisition, as summarized in the following table:

#### RBC PURCHASE ACCOUNTING

In millions

<b>Purchase price as of March 2, 2012, subject to certain post-closing adjustments</b>	<b>\$ 3,602</b>
<b>Recognized amounts of identifiable assets acquired and (liabilities assumed), at fair value (a)</b>	
Cash due from banks	305
Trading assets, interest-earning deposits with banks, and other short-term investments	1,493
Loans held for sale	97
Investment securities	2,349
Net loans	14,504
Other intangible assets	180
Equity investments	33
Other assets	3,392
Deposits	(18,094)
Other borrowed funds	(1,321)
Other liabilities	(290)
Total fair value of identifiable net assets	2,648
<b>Goodwill</b>	<b>\$ 954</b>

(a) These items are considered as non-cash activity for the Consolidated Statement of Cash Flows.

In many cases the determination of estimated fair values required management to make certain estimates about discount rates, future expected cash flows, market conditions and other future events that are highly subjective in nature. The most significant of these determinations related to the fair valuation of acquired loans. See Note 6, Purchased Loans, for further discussion of the accounting for purchased impaired and purchased non-impaired loans, including the determination of fair value for acquired loans.

The amount of goodwill recorded reflects the increased market share and related synergies that are expected to result from the acquisition, and represents the excess purchase price over the estimated fair value of the net assets acquired by PNC. The goodwill was assigned primarily to PNC's Retail Banking and Corporate & Institutional Banking segments, and is not deductible for income tax purposes. Other intangible assets acquired, as of March 2, 2012 consisted of the following:

Intangible Assets (in millions)	Fair Value	Weighted Life	Amortization Method
Residential mortgage servicing rights	\$ 16	68 months	(a)
Core deposits	164	144 months	Accelerated
<b>Total</b>	<b>\$180</b>		

(a) Intangible asset accounted for at fair value

See Note 9, Goodwill and Other Intangible Assets, for further discussion of the accounting for goodwill and other intangible assets.

The amount of RBC's revenue and net income (excluding integration costs) included in PNC's consolidated income statement for the three-months ended March 31, 2012 was \$98 million and \$43 million, respectively.

The following table presents certain unaudited pro forma information for illustrative purposes only, for the three months ended March 31, 2012 and 2011 as if RBC had been acquired on January 1, 2011. The unaudited estimated pro forma information combines the historical results of RBC with the Company's consolidated historical results and includes certain adjustments reflecting the estimated impact of certain fair value adjustments for the respective periods. The pro forma information is not indicative of what would have occurred had the acquisition taken place on January 1, 2011. In particular, no adjustments have been made to eliminate the impact of other-than-temporary impairment losses and losses recognized on the sale of securities that may not have been necessary had the investment securities been recorded at fair value as of January 1, 2011. The unaudited pro forma information does not consider any changes to the provision for credit losses resulting from recording loan assets at fair value. Additionally, the pro forma financial information does not include the impact of possible business model changes and does not reflect pro forma adjustments to conform accounting policies between RBC Bank (USA) and PNC. Additionally, PNC expects to achieve further operating cost savings and other business synergies, including revenue growth, as a result of the acquisition which are not reflected in the pro forma amounts that follow. As a result, actual results will differ from the unaudited pro forma information presented.

In millions	Unaudited Pro Forma (RBC & PNC) For the Three Months Ended March 31	
	2012	2011
Total revenues	\$ 3,941	\$ 4,006
Net income	798	862

In connection with the RBC acquisition and other prior acquisitions, PNC recognized \$145 million of integration charges. The integration charges are included in the table above.

On April 20, 2012, PNC signed a purchase and assumption agreement with Union Bank, N.A. pursuant to which Union Bank will assume the deposits and acquire certain assets of the Smartstreet business unit, which was acquired by PNC as part of the RBC Bank (USA) acquisition. Smartstreet is a

nationwide business focused on homeowner or community association managers and has approximately \$1 billion of assets and deposits as of March 31, 2012. The transaction is expected to close in the fourth quarter of 2012 and is subject to certain closing conditions, including regulatory approval. Financial terms of the transaction have not been disclosed.

#### **FLAGSTAR BRANCH ACQUISITION**

Effective December 9, 2011, PNC acquired 27 branches in the northern metropolitan Atlanta, Georgia area from Flagstar Bank, FSB, a subsidiary of Flagstar Bancorp, Inc. The fair value of the assets acquired totaled approximately \$211.8 million, including \$169.3 million in cash, \$24.3 million in fixed assets and \$18.2 million of goodwill and intangible assets. We also assumed approximately \$210.5 million of deposits associated with these branches. No deposit premium was paid and no loans were acquired in the transaction. Our Consolidated Income Statement includes the impact of the branch activity subsequent to our December 9, 2011 acquisition.

#### **BANKATLANTIC BRANCH ACQUISITION**

Effective June 6, 2011, we acquired 19 branches from BankAtlantic in the greater Tampa, Florida area from BankAtlantic, a subsidiary of BankAtlantic Bancorp, Inc. The fair value of the assets acquired totaled \$324.9 million, including \$256.9 million in cash, \$26.0 million in fixed assets and \$42.0 million of goodwill and intangible assets. We also assumed approximately \$324.5 million of deposits associated with these branches. A \$39.0 million deposit premium was paid and no loans were acquired in the transaction. Our Consolidated Income Statement includes the impact of the branch activity subsequent to our June 6, 2011 acquisition.

### **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) that they sponsor. We, as an authorized GNMA issuer/servicer, pool Federal Housing Administration (FHA) and Department of Veterans Affairs (VA) insured loans into mortgage-backed securities for sale into the secondary market. In Non-Agency securitizations, we have transferred loans into securitization SPEs. Third-party investors have also purchased our loans in whole-loan sale transactions and in certain instances have

subsequently sold these loans into securitization SPEs. Securitization SPEs 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 under certain conditions and loss share arrangements, and, in limited circumstances, holding of mortgage-backed securities issued by the securitization SPEs.

Depending on the transaction, we may act as the master, primary, and/or special servicer to the securitization SPEs or third-party investors. Servicing responsibilities typically consist of collecting and remitting monthly borrower principal and interest payments, maintaining escrow deposits, performing loss mitigation and foreclosure activities, and, in certain instances, funding of servicing advances. Servicing advances, which are reimbursable, are recognized in Other assets at cost and are made for principal and interest and collateral protection.

We earn servicing and other ancillary fees for our role as servicer and, depending on the contractual terms of the servicing arrangement, we can be terminated as servicer with or without cause. At the consummation date of each type of loan transfer, we recognize a servicing asset at fair value. Servicing assets are recognized in Other intangible assets on our Consolidated Balance Sheet and almost all when subsequently accounted for at fair value are classified within Level 3 of the fair value hierarchy. See Note 8 Fair Value and Note 9 Goodwill and Other Intangible Assets for further discussion of our residential and commercial servicing assets.

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 an asset (in either Loans or Loans held for sale) and a corresponding liability (in Other borrowed funds) on the balance sheet regardless of our intent to repurchase the loan. At March 31, 2012 and December 31, 2011, the balance of our ROAP asset and liability totaled \$202 million and \$265 million, respectively.

The Agency and Non-Agency mortgage-backed securities issued by the securitization SPEs that are purchased and held on our balance sheet are typically purchased in the secondary market. PNC does not retain any credit risk on its Agency mortgage-backed security positions as FNMA, FHLMC, and the US Government (for GNMA) guarantee losses of principal and interest. Substantially all of the non-agency mortgage-backed securities acquired and held on our balance sheet are senior tranches in the securitization structure.

We also have involvement with certain Agency and Non-Agency commercial securitization SPEs where we have

not transferred commercial mortgage loans. These SPEs were sponsored by independent third-parties and the loans held by these entities were purchased exclusively from other third-parties. Generally, our involvement with these SPEs is as servicer with servicing activities consistent with those described above. In certain instances, we can be terminated as servicer in these commercial securitization structures without cause by the controlling class of mortgage-backed security holders of the SPE.

We recognize a liability for our loss exposure associated with contractual obligations to repurchase previously transferred

loans due to breaches of representations and warranties and also for loss sharing arrangements (recourse obligations) with the Agencies. Other than providing temporary liquidity under servicing advances and our loss exposure associated with our repurchase and recourse obligations, we have not provided nor are we required to provide any type of credit support, guarantees, or commitments to the securitization SPEs or third-party investors in these transactions. See Note 17 Commitments and Guarantees for further discussion of our repurchase and recourse obligations.

The following table provides information related to certain financial information associated with PNC's loan sale and servicing activities:

***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)
<b>FINANCIAL INFORMATION – March 31, 2012</b>			
Servicing portfolio (c)	\$121,129	\$ 152,320	\$ 5,584
Carrying value of servicing assets (d)	724	428	1
Servicing advances (e)	585	503	9
Servicing deposits (f)	2,466	3,522	40
Repurchase and recourse obligations (g)	101	50	51
Carrying value of mortgage-backed securities held (h)	5,124	1,687	
<b>FINANCIAL INFORMATION – December 31, 2011</b>			
Servicing portfolio (c)	\$118,058	\$ 155,813	\$ 5,661
Carrying value of servicing assets (d)	647	468	1
Servicing advances (e)	563	510	8
Servicing deposits (f)	2,264	3,861	38
Repurchase and recourse obligations (g)	83	47	47
Carrying value of mortgage-backed securities held (h)	4,654	1,839	

In millions	Residential Mortgages	Commercial Mortgages (a)	Home Equity Loans/ Lines (b)
<b>CASH FLOWS – Three months ended March 31, 2012</b>			
Sales of loans (i)	\$ 3,509	\$ 481	
Repurchases of previously transferred loans (j)	411		\$ 10
Contractual servicing fees received	84	45	5
Servicing advances recovered/(funded), net	(21)	8	
Cash flows on mortgage-backed securities held (h)	256	129	
<b>CASH FLOWS – Three months ended March 31, 2011</b>			
Sales of loans (i)	\$ 3,385	\$ 483	
Repurchases of previously transferred loans (j)	444		\$ 22
Contractual servicing fees received	90	43	6
Servicing advances recovered/(funded), net	30	(35)	15
Cash flows on mortgage-backed securities held (h)	151	97	

(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.

(d) See Note 8 Fair Value and Note 9 Goodwill and Other Intangible Assets for further information.

(e) Pursuant to certain contractual servicing agreements, represents outstanding balance of funds advanced (i) to investors for monthly collections of borrower principal and interest, (ii) for borrower draws on unused home equity lines of credit, and (iii) for collateral protection associated with the underlying mortgage collateral.

- (f) Represents balances in custodial and escrow demand deposit accounts held at PNC on behalf of investors. Borrower's loan payments including escrows are deposited in these accounts prior to their distribution.
- (g) Represents liability for our loss exposure associated with loan repurchases for breaches of representations and warranties for our Residential Mortgage Banking and Non-Strategic 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.
- (h) Represents securities held where PNC transferred to and/or services loans for a securitization SPE and we hold securities issued by that SPE.
- (i) 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 mortgage loans not recognized on the balance sheet at fair value, gains/losses recognized on sales of these loans were insignificant for the periods presented.
- (j) Includes repurchases of government insured, and government guaranteed loans, repurchased through the exercise of our ROAP option.

#### ***VARIABLE INTEREST ENTITIES (VIES)***

As discussed in our 2011 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, 2012 and December 31, 2011.

#### ***Consolidated VIEs – Carrying Value (a)***

<b>March 31, 2012</b> In millions	Market Street	Credit Card Securitization Trust	Tax Credit Investments	Total
<b>Assets</b>				
Cash and due from banks			\$ 7	\$ 7
Interest-earning deposits with banks			8	8
Investment securities	\$ 109			109
Loans	5,220	\$ 1,812		7,032
Allowance for loan and lease losses		(73)		(73)
Equity investments			1,741	1,741
Other assets	424		807	1,231
Total assets	\$ 5,753	\$ 1,739	\$ 2,563	\$10,055
<b>Liabilities</b>				
Other borrowed funds	\$ 5,329		\$ 217	\$ 5,546
Accrued expenses		\$ 68	105	173
Other liabilities	420		387	807
Total liabilities	\$ 5,749	\$ 68	\$ 709	\$ 6,526

<b>December 31, 2011</b> In millions	Market Street	Credit Card Securitization Trust	Tax Credit Investments	Total
<b>Assets</b>				
Cash and due from banks			\$ 7	\$ 7
Interest-earning deposits with banks		\$ 317	8	325
Investment securities	\$ 109			109
Loans	4,163	1,933		6,096
Allowance for loan and lease losses		(91)		(91)
Equity investments			1,643	1,643
Other assets	360	7	838	1,205
Total assets	\$ 4,632	\$ 2,166	\$ 2,496	\$9,294
<b>Liabilities</b>				
Other borrowed funds	\$ 4,272	\$ 287	\$ 218	\$4,777
Accrued expenses		50	105	155
Other liabilities	355		379	734
Total liabilities	\$ 4,627	\$ 337	\$ 702	\$5,666

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

## Assets and Liabilities of Consolidated VIEs (a)

In millions	Aggregate Assets	Aggregate Liabilities
<b>March 31, 2012</b>		
Market Street	\$ 6,728	\$ 6,730
Credit Card Securitization Trust	1,817	68
Tax Credit Investments	2,572	730
<b>December 31, 2011</b>		
Market Street	\$ 5,490	\$ 5,491
Credit Card Securitization Trust	2,175	494
Tax Credit Investments	2,503	723

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

## Non-Consolidated VIEs

In millions	Aggregate Assets	Aggregate Liabilities	PNC Risk of Loss	Carrying Value of Assets	Carrying Value of Liabilities
<b>March 31, 2012</b>					
Tax Credit Investments (a)	\$ 5,965	\$ 2,225	\$ 909	\$ 909 (c)	\$ 370 (d)
Commercial Mortgage-Backed Securitizations (b)	74,280	74,280	1,927	1,927 (e)	
Residential Mortgage-Backed Securitizations (b)	46,904	46,904	5,140	5,140 (e)	90 (d)
Collateralized Debt Obligations	15		1	1 (c)	
<b>Total</b>	<b>\$127,164</b>	<b>\$123,409</b>	<b>\$7,977</b>	<b>\$7,977</b>	<b>\$ 460</b>

In millions	Aggregate Assets	Aggregate Liabilities	PNC Risk of Loss	Carrying Value of Assets	Carrying Value of Liabilities
<b>December 31, 2011</b>					
Tax Credit Investments (a)	\$ 5,382	\$ 2,384	\$ 836	\$ 836 (c)	\$ 352 (d)
Commercial Mortgage-Backed Securitizations (b)	75,961	75,961	2,079	2,079 (e)	
Residential Mortgage-Backed Securitizations (b)	44,315	44,315	4,667	4,667 (e)	99 (d)
Collateralized Debt Obligations	13		1	1 (c)	
<b>Total</b>	<b>\$125,671</b>	<b>\$122,660</b>	<b>\$7,583</b>	<b>\$7,583</b>	<b>\$ 451</b>

(a) Aggregate assets and aggregate liabilities are based on 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. Asset amounts equal outstanding liability amounts of the SPEs due to limited availability of SPE financial information. 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 Funding LLC (Market Street), owned by an independent third-party, is a multi-seller asset-backed commercial paper conduit that primarily purchases assets or makes loans secured by interests in pools of receivables from US corporations. Market Street funds the purchases of assets or loans by issuing commercial paper. Market Street is supported by pool-specific credit enhancements, liquidity facilities, and a 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 2011 and the first three months of 2012, 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 a liquidity facility to Market Street in exchange for fees negotiated based on market rates. The program-level credit enhancement covers net losses in the amount of 10% of commitments, excluding explicitly rated AAA/Aaa facilities. Coverage is the form of a cash collateral account funded by a loan facility. This facility expires in June 2016. At March 31, 2012, \$974 million was outstanding on this facility.

Although the commercial paper obligations at March 31, 2012 and December 31, 2011 were supported by Market Street's assets, PNC Bank, N.A. may be obligated to fund Market Street under the \$9.5 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 facility is secondary to the risk of first loss absorbed by Market Street borrowers through over-collateralization of assets and losses absorbed by deal-specific credit enhancement provided by a third party. The deal-specific credit enhancement is generally structured to cover a multiple of expected losses for the pool of assets and is sized to meet rating agency standards for comparably structured transactions.

Through the credit enhancement and liquid facility arrangements, PNC Bank, N.A. has the power to direct the activities of Market Street that most significantly affect its economic performance and these arrangements expose PNC Bank, N.A. to expected losses or residual returns that are potentially significant to Market Street. Therefore, PNC Bank, N.A. consolidates Market Street. PNC Bank, N.A. is not required to nor have we provided additional financial support to Market Street and Market Street creditors have no direct recourse to PNC Bank, N.A.

#### **CREDIT CARD SECURITIZATION TRUST**

We were 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.

Our continuing involvement in these securitization transactions consisted primarily of holding certain retained interests and acting as the primary servicer. For each securitization series that was outstanding, our retained interests held were 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 consolidated the SPE as we were deemed the primary beneficiary of the entity based upon our level of continuing involvement. Our role as primary servicer gave us the power to direct the activities of the SPE that most significantly affect its economic performance and our holding of retained interests gave us the obligation to absorb or receive expected losses or residual returns that are significant to the SPE. The underlying assets of the consolidated SPE were restricted only for payment of the beneficial interest issued by the SPE. We were not required to nor did we provide additional financial support to the SPE. Additionally, creditors of the SPE have no direct recourse to PNC.

During the first quarter of 2012, the last series issued by the SPE, Series 2007-1, matured. At March 31, 2012, the SPE remained outstanding and we consolidated the entity as we continued to be the primary beneficiary of the SPE through

our holding of seller's interest and our role as the primary servicer.

#### **TAX CREDIT INVESTMENTS**

We make certain equity investments in various limited partnerships or limited liability companies (LLCs). The purpose of these investments is to achieve a satisfactory return on capital, and to assist us in achieving goals associated with the Community Reinvestment Act.

Also, we are a national syndicator of affordable housing equity. 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. In some cases PNC 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 for these investments are the tax credits, tax benefits due to passive losses on the investments, and development and operating cash flows. We have consolidated 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 borrowed funds, Accrued expenses, and Other liabilities and third party investors' interests included in the Equity section as Noncontrolling interests. Neither creditors nor equity investors in these investments have any recourse to our general credit. We have not provided 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 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 nature 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, 2012, 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 2012	December 31 2011
<b>Commercial lending</b>		
Commercial	\$ 75,515	\$ 65,694
Commercial real estate	18,534	16,204
Equipment lease financing	6,594	6,416
<b>TOTAL COMMERCIAL LENDING</b>	<b>100,643</b>	<b>88,314</b>
<b>Consumer lending</b>		
Home equity	35,744	33,089
Residential real estate	16,212	14,469
Credit card	4,089	3,976
Other consumer	19,526	19,166
<b>TOTAL CONSUMER LENDING</b>	<b>75,571</b>	<b>70,700</b>
<b>Total loans (a) (b)</b>	<b>\$176,214</b>	<b>\$ 159,014</b>

(a) Net of unearned income, net deferred loan fees, unamortized discounts and premiums, and purchase discounts and premiums totaling \$3.3 billion and \$2.3 billion at March 31, 2012 and December 31, 2011, respectively.

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

At March 31, 2012, we pledged \$22.9 billion of commercial loans to the Federal Reserve Bank and \$31.4 billion of residential real estate and other loans to the Federal Home Loan Bank as collateral for the contingent ability to borrow, if necessary. The comparable amounts at December 31, 2011 were \$21.8 billion and \$27.7 billion, respectively.

### Net Unfunded Credit Commitments

In millions	March 31 2012	December 31 2011
Commercial and commercial real estate	\$ 69,941	\$ 64,955
Home equity lines of credit	20,751	18,317
Credit card	17,610	16,216
Other	4,152	3,783
<b>Total (a)</b>	<b>\$112,454</b>	<b>\$ 103,271</b>

(a) Excludes standby letters of credit. See Note 17 Commitments and Guarantees for additional information on standby letters of credit.

Commitments to extend credit represent arrangements to lend funds or provide liquidity subject to specified contractual conditions. At March 31, 2012, commercial commitments reported above exclude \$20.9 billion of syndications, assignments and participations, primarily to financial institutions. The comparable amount at December 31, 2011 was \$20.2 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. Loan delinquencies exclude loans held for sale and purchased impaired loans, but include government insured or guaranteed loans.

The trends in nonperforming assets represent 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 certain government insured or guaranteed loans, loans held for sale, loans accounted for under the fair value option and purchased impaired loans. See Note 6 Purchased Loans for further information.

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

The following tables display the delinquency status of our loans and our nonperforming assets at March 31, 2012 and December 31, 2011.

### 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, 2012</b>								
Commercial	\$ 73,832	\$ 195	\$ 53	\$ 28	\$ 276	\$ 839	\$ 568	\$ 75,515
Commercial real estate	15,962	144	44	5	193	1,251	1,128	18,534
Equipment lease financing	6,541	25	2	5	32	21		6,594
Home equity (b)	31,946	174	103		277	685	2,836	35,744
Residential real estate (c)	8,929	344	173	2,152	2,669	728	3,886	16,212
Credit card	3,972	34	24	47	105	12		4,089
Other consumer (d)	18,767	221	118	372	711	45	3	19,526
Total	\$ 159,949	\$ 1,137	\$ 517	\$2,609	\$ 4,263	\$ 3,581	\$ 8,421	\$176,214
Percentage of total loans	90.77%	.65%	.29%	1.48%	2.42%	2.03%	4.78%	100.00%
<b>December 31, 2011</b>								
Commercial	\$ 64,437	\$ 122	\$ 47	\$ 49	\$ 218	\$ 899	\$ 140	\$ 65,694
Commercial real estate	14,010	96	35	6	137	1,345	712	16,204
Equipment lease financing	6,367	22	5		27	22		6,416
Home equity	29,288	173	114	221	508	529	2,764	33,089
Residential real estate (c)	7,935	302	176	2,281	2,759	726	3,049	14,469
Credit card	3,857	38	25	48	111	8		3,976
Other consumer (d)	18,355	265	145	368	778	31	2	19,166
Total	\$ 144,249	\$ 1,018	\$ 547	\$2,973	\$ 4,538	\$ 3,560	\$ 6,667	\$159,014
Percentage of total loans	90.72%	.64%	.34%	1.87%	2.85%	2.24%	4.19%	100.00%

- (a) Past due loan amounts exclude purchased impaired loans as they 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.
- (b) In the first quarter 2012, we adopted a policy stating that Home equity loans past due 90 days or more would be placed on nonaccrual status. Prior policy required that these loans be past due 180 days before being placed on nonaccrual status.
- (c) Past due loan amounts at March 31, 2012, include government insured or guaranteed residential real estate mortgages, totaling \$.1 billion for 30 to 59 days past due, \$.1 billion for 60 to 89 days past due and \$.2 billion for 90 days or more past due. Past due loan amounts at December 31, 2011, include government insured or guaranteed residential real estate mortgages, totaling \$.1 billion for 30 to 59 days past due, \$.1 billion for 60 to 89 days past due and \$.2 billion for 90 days or more past due.
- (d) Past due loan amounts at March 31, 2012, include government insured or guaranteed other consumer loans, totaling \$.2 billion for 30 to 59 days past due, \$.1 billion for 60 to 89 days past due and \$.4 billion for 90 days or more past due. Past due loan amounts at December 31, 2011, include government insured or guaranteed other consumer loans, totaling \$.2 billion for 30 to 59 days past due, \$.1 billion for 60 to 89 days past due and \$.3 billion for 90 days or more past due.

## Nonperforming Assets

Dollars in millions	March 31, 2012	December 31, 2011
<b>Nonperforming loans</b>		
Commercial lending		
Commercial	\$ 839	\$ 899
Commercial real estate	1,251	1,345
Equipment lease financing	21	22
<b>TOTAL COMMERCIAL LENDING</b>	<b>2,111</b>	<b>2,266</b>
Consumer lending (a)		
Home equity (b)	685	529
Residential real estate (c)	728	726
Credit card (d)	12	8
Other consumer	45	31
<b>TOTAL CONSUMER LENDING</b>	<b>1,470</b>	<b>1,294</b>
<b>Total nonperforming loans (e)</b>	<b>3,581</b>	<b>3,560</b>
OREO and foreclosed assets		
Other real estate owned (OREO) (f)	749	561
Foreclosed and other assets	31	35
<b>TOTAL OREO AND FORECLOSED ASSETS</b>	<b>780</b>	<b>596</b>
<b>Total nonperforming assets</b>	<b>\$ 4,361</b>	<b>\$ 4,156</b>
<b>Nonperforming loans to total loans</b>	<b>2.03%</b>	<b>2.24%</b>
<b>Nonperforming assets to total loans, OREO and foreclosed assets</b>	<b>2.46</b>	<b>2.60</b>
<b>Nonperforming assets to total assets</b>	<b>1.47</b>	<b>1.53</b>

- (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.
- (b) In the first quarter 2012, we adopted a policy stating that Home equity loans past due 90 days or more would be placed on nonaccrual status. Prior policy required that these loans be past due 180 days before being placed on nonaccrual status.
- (c) Nonperforming residential real estate excludes loans of \$55 million and \$61 million accounted for under the fair value option as of March 31, 2012 and December 31, 2011, respectively.
- (d) Effective in the second quarter 2011, the commercial nonaccrual policy was applied to certain small business credit card balances. This change resulted in loans being placed on nonaccrual status when they become 90 days or more past due. We continue to charge off these loans at 180 days past due.
- (e) Nonperforming loans exclude certain government insured or guaranteed loans, loans held for sale, loans accounted for under the fair value option and purchased impaired loans.
- (f) Other real estate owned excludes \$252 million and \$280 million at March 31, 2012 and December 31, 2011, respectively, related to residential real estate that was acquired by us upon foreclosure of serviced loans because they are insured by the Federal Housing Administration (FHA) or guaranteed by the Department of Veterans Affairs (VA).

Nonperforming loans also include loans whose terms have been restructured in a manner that grants a concession to a borrower experiencing financial difficulties. In accordance with applicable accounting guidance, these loans are considered TDRs. See Note 1 Accounting Policies and the TDR section of this Note 5 for additional information. For the three months ended March 31, 2012, \$740 million of loans held for sale, loans accounted for under the fair value option, pooled purchased impaired loans, as well as certain consumer government insured or guaranteed loans which were evaluated for TDR consideration, are not classified as TDRs. The comparable amount for the three months ended March 31, 2011 was \$515 million.

Total nonperforming loans in the nonperforming assets table above include TDRs of \$1.1 billion at both March 31, 2012 and December 31, 2011. TDRs returned to performing (accruing) status totaled \$865 million and \$771 million at March 31, 2012 and December 31, 2011, respectively, and are excluded from nonperforming loans. These loans have demonstrated a period of at least six months of consecutive performance under the restructured terms. At March 31, 2012 and December 31, 2011, remaining commitments to lend additional funds to debtors 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 home equity, residential real estate, 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. At least annually, we update PDs based upon market data. Additionally, when statistically significant historical data exists, we update our LGDs. The

combination of the PD and LGD ratings assigned to a commercial loan, capturing both the combination of expectations of default and loss severity in event of default, reflects the relative estimated likelihood of loss for that loan at the reporting date. Loans with better PD and LGD have the lowest likelihood of loss. Conversely, loans with worse PD and LGD have the highest likelihood of loss. The loss amount also considers EAD, which we update when statistically significant historical data exists.

Based upon the amount of the lending arrangement and our risk rating assessment, we follow a formal schedule of written periodic review. On a quarterly basis, we conduct formal reviews of a market's or business unit's entire loan portfolio, focusing on those loans which we perceive to be of higher risk, based upon PDs and LGDs, or weakening credit quality. If circumstances warrant, it is our practice to review any customer obligation and its level of credit risk more frequently. We attempt to proactively manage our loans by using various procedures that are customized to the risk of a given loan, including ongoing outreach, contact, and assessment of obligor financial conditions, collateral inspection and appraisal.

#### **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 formal schedule of periodic review is performed to also assess market/geographic risk and business unit/industry risk. Often as a result of these overviews, more in-depth reviews and increased scrutiny is placed on areas of higher risk, including 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**

We manage credit risk associated with our equipment lease financing class similar to commercial loans by analyzing PD and LGD.

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.

#### **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: 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 Loans for additional information.

#### **Commercial Lending Asset Quality Indicators (a)**

In millions	Criticized Commercial Loans				Total Loans
	Pass Rated (b)	Special Mention (c)	Substandard (d)	Doubtful (e)	
<b>March 31, 2012</b>					
Commercial	\$69,268	\$ 2,254	\$ 3,208	\$ 217	\$ 74,947
Commercial real estate	13,022	1,124	2,876	384	17,406
Equipment lease financing	6,410	37	142	5	6,594
Purchased impaired loans	147	41	755	753	1,696
Total commercial lending (f)	\$88,847	\$ 3,456	\$ 6,981	\$ 1,359	\$100,643
<b>December 31, 2011</b>					
Commercial	\$60,649	\$ 1,831	\$ 2,817	\$ 257	\$ 65,554
Commercial real estate	11,478	791	2,823	400	15,492
Equipment lease financing	6,210	48	153	5	6,416
Purchased impaired loans	107	35	542	168	852
Total commercial lending (f)	\$78,444	\$ 2,705	\$ 6,335	\$ 830	\$ 88,314

(a) Based upon PDs and LGDs.

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

- (c) Special Mention rated loans 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 loans do not expose us to sufficient risk to warrant a more adverse classification at this time.
- (d) Substandard rated loans 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.
- (e) Doubtful rated loans possess all the inherent weaknesses of a Substandard loan with the additional characteristics that the weakness makes collection or liquidation in full improbable due to existing facts, conditions, and values.
- (f) Loans are included above based on their contractual terms as "Pass", "Special Mention", "Substandard" or "Doubtful".

### ***Home Equity and Residential Real Estate Loan Classes***

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

**Delinquency/Delinquency Rates:** We monitor trending of delinquency/delinquency rates for home equity and residential real estate loans. See the Asset Quality section of this Note 5 for additional information.

**Nonperforming Loans:** We monitor trending of nonperforming loans for home equity and residential real estate loans. See the Asset Quality section of this Note 5 for additional information.

**Credit Scores:** We use a national third-party provider to update FICO credit scores for home equity loans and lines of credit and residential real estate loans on at least a quarterly basis. The updated scores are incorporated into a series of credit management reports, which are utilized to monitor the risk in the loan classes.

### **LTV (inclusive of combined loan-to-value (CLTV) ratios for second lien positions)**

At least annually, we update the property values of real estate collateral and calculate an updated LTV ratio. For open-end credit lines secured by real estate in regions experiencing significant declines in property values, more frequent valuations may occur. We examine LTV migration and stratify LTV into categories to monitor the risk in the loan classes.

Historically, we used, and we continue to use, a combination of original LTV and updated LTV for internal risk management reporting and risk management purposes (e.g., line management, loss mitigation strategies). In addition to the fact that estimated property values by their nature are

estimates, given certain data limitations it is important to note that updated LTVs may be based upon management's assumptions (e.g., if an updated LTV is not provided by the third-party service provider, home price index (HPI) changes will be incorporated in arriving at management's estimate of updated LTV).

**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.

A combination of updated FICO scores, originated and updated LTV ratios and geographic location assigned to home equity loans and lines of credit and residential real estate loans are used to monitor the risk in the loan classes. Loans with higher FICO scores and lower LTVs tend to have a lower level of risk. Conversely, loans with lower FICO scores, higher LTVs, and in certain geographic locations tend to have a higher level of risk.

In the table below, we provide information on home equity and residential real estate outstanding balances and recorded investment. See Note 4 Loans and Commitments to Extend Credit for additional information.

### ***Home Equity and Residential Real Estate Balances***

In millions	March 31 2012	December 31 2011
Home equity and residential real estate loans – excluding purchased impaired loans (a)	\$45,275	\$ 41,014
Home equity and residential real estate loans – purchased impaired loans (a)	7,676	6,533
Government insured or guaranteed residential real estate mortgages (a)	2,656	2,884
Purchase accounting, deferred fees and other accounting adjustments	(3,651)	(2,873)
Total home equity and residential real estate loans (b)	\$51,956	\$ 47,558

(a) Represents outstanding balance.

(b) Represents recorded investment.

**Consumer Real Estate Secured Asset Quality Indicators – Excluding Purchased Impaired Loans (a) (b)**

March 31, 2012 – in millions	Home Equity		Residential Real Estate	Total
	1st Liens	2nd Liens	1st Liens	
Current estimated LTV ratios (c) (d)				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 709	\$ 3,007	\$ 1,091	\$ 4,807
Less than or equal to 660 (e) (f)	136	669	517	1,322
Missing FICO	16	10	23	49
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	924	2,920	1,052	4,896
Less than or equal to 660 (e) (f)	166	520	375	1,061
Missing FICO	15	9	18	42
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	813	1,609	900	3,322
Less than or equal to 660	120	230	217	567
Missing FICO	22	19	20	61
Less than 90% and updated FICO scores:				
Greater than 660	9,092	9,436	5,050	23,578
Less than or equal to 660	1,317	1,356	956	3,629
Missing FICO	704	244	302	1,250
Missing LTV and updated FICO scores:				
Greater than 660	6	1	4	11
Less than or equal to 660	1		1	2
Missing FICO			678	678
Total home equity and residential real estate loans	\$14,041	\$20,030	\$ 11,204	\$45,275

December 31, 2011 – in millions	Home Equity		Residential Real Estate	Total
	1st Liens	2nd Liens	1st Liens	
Current estimated LTV ratios (c) (d)				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 1,448	\$ 3,488	\$ 1,845	\$ 6,781
Less than or equal to 660 (e) (f)	213	713	463	1,389
Missing FICO	494	135	289	918
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	1,017	2,864	1,336	5,217
Less than or equal to 660 (e) (f)	172	517	349	1,038
Missing FICO	186	87	53	326
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	687	1,350	760	2,797
Less than or equal to 660	111	205	200	516
Missing FICO	3	2	12	17
Less than 90% and updated FICO scores:				
Greater than 660	7,190	7,888	3,152	18,230
Less than or equal to 660	1,080	1,102	799	2,981
Missing FICO	14	13	32	59
Missing LTV and updated FICO scores:				
Greater than 660	9	2		11
Less than or equal to 660	2	1		3
Missing FICO			731	731
Total home equity and residential real estate loans	\$12,626	\$18,367	\$ 10,021	\$41,014

(a) Excludes purchased impaired loans of approximately \$7.7 billion and \$6.5 billion in outstanding balances, certain government insured or guaranteed residential real estate mortgages of approximately \$2.7 billion and \$2.9 billion, and loans held for sale at March 31, 2012 and December 31, 2011, respectively. See the Consumer Real Estate Secured Asset Quality Indicators – Purchased Impaired Loans table below for additional information on purchased impaired loans.

(b) Amounts shown represent outstanding balance.

(c) Based upon updated LTV (inclusive of CLTV for second lien positions).

(d) Updated LTV (inclusive of CLTV for second lien positions) are estimated using modeled property values. These ratios are updated at least annually. The related estimates and inputs are based upon an approach that uses a combination of third-party automated valuation models (AVMs), HPI indices, property location, internal and external balance information, origination data and management assumptions. In cases where we are in an originated second lien position, we generally utilize origination balances provided by a third-party which

do not include an amortization assumption when calculating updated LTV. Accordingly, the results of these calculations do not represent actual appraised loan level collateral or updated LTV based upon a current first lien balance, and as such, are necessarily imprecise and subject to change as we enhance our methodology.

- (e) Higher risk loans are defined as loans with both an updated FICO score of less than or equal to 660 and an updated LTV greater than or equal to 100%.
- (f) The following states have the highest percentage of higher risk loans at March 31, 2012: New Jersey 12%, Illinois 10%, Florida 10%, California 10%, Pennsylvania 9%, Ohio 9%, Maryland 6%, and Michigan 5%. The remainder of the states have lower than 5% of the high risk loans individually, and collectively they represent approximately 29% of the higher risk loans. At December 31, 2011, the states with the highest percentage of higher risk loans were as follows: Pennsylvania 13%, New Jersey 13%, Illinois 10%, Ohio 9%, Florida 8%, California 8%, Maryland 5%, and Michigan 5%. The remainder of the states had lower than 3% of the high risk loans individually, and collectively they represented approximately 29% of the higher risk loans.

**Consumer Real Estate Secured Asset Quality Indicators – Purchased Impaired Loans (a)**

March 31, 2012 – in millions	Home Equity (b)		Residential Real Estate (b)	Total
	1st Liens (c)	2nd Liens (c)	1st Liens (c)	
Current estimated LTV ratios (d) (e)				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 21	\$ 868	\$ 664	\$1,553
Less than or equal to 660	25	474	752	1,251
Missing FICO		22	34	56
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	26	514	576	1,116
Less than or equal to 660	23	256	493	772
Missing FICO		18	9	27
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	15	116	214	345
Less than or equal to 660	16	81	249	346
Missing FICO		5	4	9
Less than 90% and updated FICO scores:				
Greater than 660	61	391	355	807
Less than or equal to 660	146	352	843	1,341
Missing FICO	1	28	22	51
Missing LTV and updated FICO scores:				
Greater than 660			1	1
Less than or equal to 660			1	1
Total home equity and residential real estate loans	\$ 334	\$ 3,125	\$ 4,217	\$7,676

December 31, 2011 – in millions	Home Equity (b)		Residential Real Estate (b)	Total
	1st Liens (c)	2nd Liens (c)	1st Liens (c)	
Current estimated LTV ratios (d) (e)				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 21	\$ 871	\$ 361	\$1,253
Less than or equal to 660	28	532	681	1,241
Missing FICO		24	38	62
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	19	490	229	738
Less than or equal to 660	22	272	375	669
Missing FICO		19	7	26
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	10	118	116	244
Less than or equal to 660	13	69	208	290
Missing FICO		5	4	9
Less than 90% and updated FICO scores:				
Greater than 660	52	398	404	854
Less than or equal to 660	102	322	679	1,103
Missing FICO	1	16	22	39
Missing LTV and updated FICO scores:				
Greater than 660			1	1
Less than or equal to 660			1	1
Missing FICO		1	2	3
Total home equity and residential real estate loans	\$ 268	\$ 3,137	\$ 3,128	\$6,533



- (a) Amounts shown represent outstanding balance. See Note 6 Purchased Loans for additional information.
- (b) For the estimate of cash flows utilized in our purchased impaired loan accounting, other assumptions and estimates are made, including amortization of first lien balances, pre-payment rates, etc., which are not reflected in this table.
- (c) The following states have the highest percentage of loans at March 31, 2012: California 21%, Florida 21%, Illinois 8%, Ohio 6%, North Carolina 5%, and Michigan 4%. The remainder of the states have lower than a 4% concentration of purchased impaired loans individually, and collectively they represent approximately 35% of the purchased impaired portfolio. At December 31, 2011, the states with the highest percentage of loans were as follows: California 22%, Florida 13%, Illinois 12%, Ohio 9%, Michigan 5% and New York 4%. The remainder of the states have lower than a 4% concentration of purchased impaired loans individually, and collectively they represent approximately 35% of the purchased impaired portfolio.
- (d) Based upon updated LTV (inclusive of CLTV for second lien positions).
- (e) Updated LTV (inclusive of CLTV for second lien positions) are estimated using modeled property values. These ratios are updated at least annually. The related estimates and inputs are based upon an approach that uses a combination of third-party AVMs, HPI indices, property location, internal and external balance information, origination data and management assumptions. In cases where we are in an originated second lien position, we generally utilize origination balances provided by a third-party which do not include an amortization assumption when calculating updated LTV. Accordingly, the results of these calculations do not represent actual appraised loan level collateral or updated LTV based upon a current first lien balance, and as such, are necessarily imprecise and subject to change as we enhance our methodology.

#### ***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 generally obtained on a monthly basis, as well as a variety of credit bureau attributes. 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, updated FICO scores, the current economic environment, updated LTV ratios and the date of origination. These key factors are monitored to help ensure that concentrations of risk are mitigated and cash flows are maximized.

See Note 6 Purchased Loans for additional information.

#### ***Credit Card and Other Consumer Loan Classes Asset Quality Indicators***

	Credit Card (a)		Other Consumer (b)	
	Amount	% of Total Loans Using FICO Credit Metric	Amount	% of Total Loans Using FICO Credit Metric
<b>March 31, 2012</b>				
FICO score greater than 719	\$2,043	50%	\$ 5,941	60%
650 to 719	1,147	28	2,393	24
620 to 649	191	5	406	4
Less than 620	287	7	563	6
No FICO score available or required (c)	421	10	601	6
Total loans using FICO credit metric	4,089	100%	9,904	100%
Consumer loans using other internal credit metrics (b)			9,622	
Total loan balance	\$4,089		\$19,526	
Weighted-average updated FICO score (d)		722		738
<b>December 31, 2011</b>				
FICO score greater than 719	\$2,016	51%	\$ 5,556	61%
650 to 719	1,100	28	2,125	23
620 to 649	184	5	370	4
Less than 620	284	7	548	6
No FICO score available or required (c)	392	9	574	6
Total loans using FICO credit metric	3,976	100%	9,173	100%
Consumer loans using other internal credit metrics (b)			9,993	
Total loan balance	\$3,976		\$19,166	
Weighted-average updated FICO score (d)		723		739

- (a) At March 31, 2012, we had \$47 million of credit card loans that are higher risk (i.e., loans with both updated FICO scores less than 660 and in late stage (90+ days) delinquency status). The majority of the March 31, 2012 balance related to higher risk credit card loans is geographically distributed throughout the following areas: Ohio 19%, Michigan 14%, Pennsylvania 13%, Illinois 8%, Indiana 7%, Florida 5%, Kentucky 4%, and New Jersey 4%. All other states, none of which comprise more than 3%, make up the remainder of the balance. At December 31, 2011, we had \$49 million of credit card loans that are higher risk. The majority of the December 31, 2011 balance related to higher risk credit card loans is geographically distributed throughout the following areas: Ohio 20%, Michigan 14%, Pennsylvania 13%, Illinois 7%, Indiana 7%, Florida 6%, and Kentucky 5%. All other states, none of which comprise more than 4%, make up the remainder of the balance.
- (b) Other consumer loans for which updated FICO scores are used as an asset quality indicator include non-government guaranteed or insured education loans, automobile loans and other secured and unsecured lines and loans. Other consumer loans for which other internal credit metrics are used as an asset quality indicator include primarily government guaranteed or insured education loans, as well as consumer loans to high net worth individuals. Other internal credit metrics may include delinquency status, geography or other factors.
- (c) Credit card loans and other consumer loans with no FICO score available or required refers to new accounts issued to borrowers with limited credit history, accounts for which we cannot obtain an updated FICO (e.g., recent profile changes), cards issued with a business name, and/or cards secured by collateral. Management proactively assesses the risk and size of this loan portfolio and, when necessary, takes actions to mitigate the credit risk.
- (d) Weighted-average updated FICO score excludes accounts with no FICO score available or required.

#### **TROUBLED DEBT RESTRUCTURINGS (TDRs)**

A TDR is a loan whose terms have been restructured in a manner that grants a concession to a borrower experiencing financial difficulties. TDRs typically result from our loss mitigation activities and include rate reductions, principal forgiveness, postponement/reduction of scheduled amortization, and extensions, which are intended to minimize economic loss and to avoid foreclosure or repossession of collateral. In those situations where principal is forgiven, the amount of such principal forgiveness is immediately charged off.

Some TDRs may not ultimately result in the full collection of principal and interest, as restructured, and result in potential incremental losses. These potential incremental losses have been factored into our overall ALLL estimate. The level of any subsequent defaults will likely be affected by future economic conditions. Once a loan becomes a TDR, it will continue to be reported as a TDR until it is ultimately repaid in full, the collateral is foreclosed upon, or it is fully charged off. We held specific reserves in the ALLL of \$571 million and \$580 million at March 31, 2012, and December 31, 2011, respectively, for the total TDR portfolio.

#### **Summary of Troubled Debt Restructurings**

In millions	Mar. 31 2012	Dec. 31 2011
Total consumer lending	<b>\$1,821</b>	\$1,798
Total commercial lending	<b>412</b>	405
<b>Total TDRs</b>	<b>\$2,233</b>	\$2,203
Nonperforming	<b>\$1,095</b>	\$1,141
Accruing (a)	<b>865</b>	771
Credit card (b)	<b>273</b>	291
<b>Total TDRs</b>	<b>\$2,233</b>	\$2,203

- (a) Accruing loans have demonstrated a period of at least six months of performance under the restructured terms and are excluded from nonperforming loans.
- (b) Includes credit cards and certain small business and consumer credit agreements whose terms have been restructured and are TDRs. However, since our policy is to exempt these loans from being placed on nonaccrual status as permitted by regulatory guidance as generally these loans are directly charged off in the period that they become 180 days past due, these loans are excluded from nonperforming loans.

The table below quantifies the number of loans that were classified as TDRs during the three months ended March 31, 2012 and March 31, 2011. The change in the recorded investments as a result of the TDR is also provided below.

#### **FINANCIAL IMPACT OF TDRs (a)**

During the three months ended March 31, 2012	Number of Loans	Pre-TDR Recorded Investment (b)	Post-TDR Recorded Investment (c)
Dollars in millions			
<b>Commercial lending</b>			
Commercial	<b>104</b>	<b>\$ 26</b>	<b>\$ 17</b>
Commercial real estate	<b>21</b>	<b>74</b>	<b>67</b>
Equipment lease financing	<b>5</b>	<b>15</b>	<b>11</b>
<b>TOTAL COMMERCIAL LENDING</b>	<b>130</b>	<b>115</b>	<b>95</b>
<b>Consumer lending</b>			
Home equity	<b>1,103</b>	<b>74</b>	<b>74</b>
Residential real estate	<b>182</b>	<b>33</b>	<b>33</b>
Credit card	<b>2,501</b>	<b>18</b>	<b>17</b>
Other consumer	<b>352</b>	<b>9</b>	<b>9</b>
<b>TOTAL CONSUMER LENDING</b>	<b>4,138</b>	<b>134</b>	<b>133</b>
<b>Total TDRs</b>	<b>4,268</b>	<b>\$ 249</b>	<b>\$ 228</b>

During the three months ended March 31, 2011 (d)	Number of Loans	Pre-TDR Recorded Investment (b)	Post-TDR Recorded Investment (c)
Dollars in millions			
<b>Commercial lending</b>			
Commercial	150	\$ 19	\$ 15
Commercial real estate	20	69	68
<b>Total commercial lending (e)</b>	<b>170</b>	<b>88</b>	<b>83</b>
<b>Consumer lending</b>			
Home equity	1,070	86	87
Residential real estate	374	92	81
Credit card	4,117	31	30
Other consumer	21	1	1
<b>Total consumer lending</b>	<b>5,582</b>	<b>210</b>	<b>199</b>
<b>Total TDRs</b>	<b>5,752</b>	<b>\$ 298</b>	<b>\$ 282</b>

- (a) Impact of partial charge offs at TDR date are included in this table.
- (b) Represents the recorded investment of the loans as of the quarter end prior to the TDR designation, and excludes immaterial amounts of accrued interest receivable.
- (c) Represents the recorded investment of the TDRs as of the quarter end the TDR occurs, and excludes immaterial amounts of accrued interest receivable.
- (d) Includes loans modified during the three months ended March 31, 2011 that were determined to be TDRs under the requirements of ASU 2011-02, which was adopted on July 1, 2011 and prospectively applied to all modifications entered into on and after January 1, 2011.
- (e) During the three months ended March 31, 2011, there were no loans classified as TDRs in the Equipment lease financing loan class.

TDRs may result in charge-offs and interest income not being recognized. At or around the time of modification, there was \$1 million in recorded investment of commercial TDRs, \$2 million in recorded investment of commercial real estate TDRs, and \$5 million in recorded investment of equipment lease financing TDRs charged off during the three months ended March 31, 2012. Comparable amounts for the three months ended March 31, 2011 were \$2 million, \$2 million, and zero respectively. For residential real estate, the amount of recorded investment that was charged off during the three months ended March 31, 2012, related to modifications in which principal was partially deferred and deemed uncollectible, was immaterial. The comparable amount for the three months ended March 31, 2011 was \$8 million. There were no charge offs around the time of modification related to home equity, credit card, and other consumer TDR portfolios for either periods.

#### TDRS BY TYPE

##### During the three months ended March 31, 2012

Dollars in millions

	Post-TDR Recorded Investment			
	Principal Forgiveness	Rate Reduction	Other	Total
<b>Commercial lending</b>				
Commercial	\$ 2	\$ 4	\$ 11	\$ 17
Commercial real estate	9	38	20	67
Equipment lease financing			11	11
<b>TOTAL COMMERCIAL LENDING</b>	<b>11</b>	<b>42</b>	<b>42</b>	<b>95</b>
<b>Consumer lending</b>				
Home equity		52	22	74
Residential real estate		11	22	33
Credit card		17		17
Other consumer		1	8	9
<b>TOTAL CONSUMER LENDING</b>		<b>81</b>	<b>52</b>	<b>133</b>
<b>Total TDRs</b>	<b>\$ 11</b>	<b>\$ 123</b>	<b>\$ 94</b>	<b>\$228</b>

A financial effect of rate reduction TDRs is that interest income not recognized. Interest income not recognized that otherwise would have been earned in the three months ended March 31, 2012 and March 31, 2011 related to both commercial TDRs and consumer TDRs was not material.

The table below provides additional TDR information. The Principal Forgiveness TDR category includes principal forgiveness and accrued interest forgiveness. These types of TDRs result in a write down of the recorded investment and a charge-off if such action has not already taken place. The Rate Reduction TDR category includes reduced interest rate and interest deferral. The TDRs within this category would result in reductions to future interest income. The Other TDR category primarily includes postponement/reduction of scheduled amortization, as well as contractual extensions.

In some cases, there have been multiple concessions granted on one loan. When there have been multiple concessions granted, the principal forgiveness TDR was prioritized for purposes of determining the inclusion in the table below. For example, if there is principal forgiveness in conjunction with lower interest rate and postponement of amortization, the type of concession will be reported as Principal Forgiveness. Second in priority would be rate reduction. For example, if there is an interest rate reduction in conjunction with postponement of amortization, the type of concession will be reported as a Rate Reduction.

During the three months ended March 31, 2011 (a) Dollars in millions	Post-TDR Recorded Investment			
	Principal Forgiveness	Rate Reduction	Other	Total
<b>Commercial lending</b>				
Commercial	\$ 2	\$ 2	\$ 11	\$ 15
Commercial real estate	13	42	13	68
<b>TOTAL COMMERCIAL LENDING (b)</b>	15	44	24	83
<b>Consumer lending</b>				
Home equity		84	3	87
Residential real estate		73	8	81
Credit card		30		30
Other consumer			1	1
<b>TOTAL CONSUMER LENDING</b>		187	12	199
<b>Total TDRs</b>	<b>\$ 15</b>	<b>\$ 231</b>	<b>\$ 36</b>	<b>\$282</b>

(a) Includes loans modified during the three months ended March 31, 2011 that were determined to be TDRs under the requirements of ASU 2011-02, which was adopted on July 1, 2011 and prospectively applied to all modifications entered into on and after January 1, 2011.

(b) During the three months ended March 31, 2011, there were no loans classified as TDRs in the Equipment lease financing loan class.

After a loan is determined to be a TDR, we continue to track its performance under its most recent restructured terms. In the table below, we consider a TDR to have subsequently defaulted when it becomes 60 days past due after the most recent date the loan was restructured. The following table

presents the recorded investment of loans that were classified as TDRs during a 12-month period within 2010, 2011 and 2012 and subsequently defaulted during the three months ended March 31, 2012 and March 31, 2011.

#### ***TDRs which have Subsequently Defaulted***

During the three months ended March 31, 2012 Dollars in millions	Number of Contracts	Recorded Investment
<b>Commercial lending</b>		
Commercial	31	\$ 10
Commercial real estate	8	5
<b>TOTAL COMMERCIAL LENDING (a)</b>	39	15
<b>Consumer lending</b>		
Home equity	205	19
Residential real estate	163	24
Credit card	1,685	12
Other consumer	37	1
<b>TOTAL CONSUMER LENDING</b>	2,090	56
<b>Total TDRs</b>	2,129	\$ 71

During the three months ended March 31, 2011 (b) Dollars in millions	Number of Contracts	Recorded Investment
<b>Commercial lending</b>		
Commercial	4	\$ 22
Commercial real estate	5	34
<b>TOTAL COMMERCIAL LENDING (a)</b>	9	56
<b>Consumer lending</b>		
Home equity	244	21
Residential real estate	52	16
Credit card	2,806	19
<b>TOTAL CONSUMER LENDING (c)</b>	3,102	56
<b>Total TDRs</b>	3,111	\$ 112

(a) During both the three months ended March 31, 2012 and March 31, 2011, there were no loans classified as TDRs in the Equipment lease financing loan class that have subsequently defaulted.

(b) Includes loans modified during the three months ended March 31, 2011 that were determined to be TDRs under the requirements of ASU 2011-02, which was adopted on July 1, 2011 and prospectively applied to all modifications entered into on and after January 1, 2011.

(c) During the three months ended March 31, 2011, there were no loans classified as TDRs in the Other consumer loan class that have subsequently defaulted.

The impact to the ALLL for commercial lending TDRs is the effect of moving to the specific reserve methodology from the quantitative reserve methodology for those loans that were not already put on nonaccrual status. There is an impact to the ALLL as a result of the concession made, which generally results in the expectation of fewer future cash flows. The decline in expected cash flows, as well as the application of a present value discount rate, when compared to the recorded investment, results in a charge-off or increased ALLL. Subsequent defaults of commercial lending TDRs do not have a significant impact on the ALLL as these TDRs are individually evaluated under the specific reserve methodology.

For consumer lending TDRs the ALLL is calculated using a discounted cash flow model, which leverages subsequent default, prepayment, and severity rate assumptions based upon historically observed data. Similar to the commercial lending specific reserve methodology, the reduced expected cash flows resulting from the concessions granted impact the consumer lending ALLL. The decline in expected cash flows, as well as the application of a present value discount rate, when compared to the recorded investment, results in a charge-off or increased ALLL.

#### ***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 appropriate 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 all loans, except purchased impaired loans, the ALLL is the sum of three components: (1) asset specific/individual impaired reserves, (2) quantitative (formulaic or pooled) reserves, and (3) qualitative (judgmental) reserves. See Note 6 Purchased 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 updated 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 2012.

##### ***Asset Specific/Individual Component***

Commercial nonperforming loans and all 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 incurred losses within the commercial lending portfolio

segment are determined through statistical loss modeling 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, including market data. PD is influenced by such factors as liquidity, industry, obligor financial structure, access to capital, and cash flow. LGD is influenced by collateral type, original and/or updated 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.

##### ***Qualitative Component***

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:

- Industry concentrations and conditions,
- Recent credit quality trends,
- Recent loss experience in particular portfolios,
- Recent macro economic factors,
- Changes in risk selection and underwriting standards, and
- Timing of available information.

##### ***Allowance for Purchased Impaired Loans***

ALLL for purchased impaired loans is determined in accordance with ASC 310-30 by comparing the net present value of the cash flows expected to be collected to the Recorded Investment for a given loan (or pool of loans). In cases where the net present value of expected cash flows is lower than Recorded Investment, ALLL is established. Cash flows expected to be collected represent management's best estimate of the cash flows expected over the life of a loan (or pool of loans). For large balance commercial loans, cash flows are separately estimated and compared to the Recorded Investment at the loan level. For smaller balance pooled loans, cash flows are estimated using cash flow models and compared at the risk pool level, which was defined at acquisition based on risk characteristics of the loan. Our cash flow models use loan data including, but not limited to, delinquency status of the loan, updated borrower FICO credit scores, geographic information, historical loss experience, and updated LTVs, as well as best estimates for unemployment rates, home prices and other economic factors to determine estimated cash flows.

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

In millions	Commercial Lending	Consumer Lending	Total
<b>March 31, 2012</b>			
<b>ALLOWANCE FOR LOAN AND LEASE LOSSES</b>			
January 1	\$ 1,995	\$ 2,352	\$ 4,347
Charge-offs	(200)	(267)	(467)
Recoveries	104	30	134
Net charge-offs	(96)	(237)	(333)
Provision for credit losses	44	141	185
Net change in allowance for unfunded loan commitments and letters of credit	(6)	3	(3)
March 31	\$ 1,937	\$ 2,259	\$ 4,196
TDRs individually evaluated for impairment	\$ 35	\$ 536	\$ 571
Other loans individually evaluated for impairment	455		455
Loans collectively evaluated for impairment	1,211	968	2,179
Purchased impaired loans	236	755	991
March 31	\$ 1,937	\$ 2,259	\$ 4,196
<b>LOAN PORTFOLIO</b>			
TDRs individually evaluated for impairment	\$ 412	\$ 1,821	\$ 2,233
Other loans individually evaluated for impairment	1,736		1,736
Loans collectively evaluated for impairment	96,799	67,025	163,824
Purchased impaired loans	1,696	6,725	8,421
March 31	\$100,643	\$75,571	\$176,214
Portfolio Segment ALLL as a percentage of total ALLL	46%	54%	100%
Ratio of the allowance for loan and lease losses to total loans	1.92%	2.99%	2.38%
<b>March 31, 2011</b>			
<b>ALLOWANCE FOR LOAN AND LEASE LOSSES</b>			
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 (a)	\$ 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
<b>LOAN PORTFOLIO</b>			
TDRs individually evaluated for impairment (a)	\$ 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
Portfolio segment ALLL as a percentage of total ALLL	52%	48%	100%
Ratio of the allowance for loan and lease losses to total loans	3.07%	3.32%	3.19%

(a) Includes only TDRs individually evaluated for impairment prior to the adoption of ASU 2011-02.

### Impaired Loans

Impaired loans include commercial nonperforming loans and consumer and commercial TDRs, regardless of nonperforming status. Excluded from impaired loans are nonperforming leases, loans held for sale, smaller balance homogeneous type loans and purchased impaired loans. See Note 6 Purchased Loans for additional information. Nonperforming equipment lease financing loans of \$21 million and \$22 million at March 31, 2012, and December 31, 2011, respectively, are excluded from impaired loans pursuant to authoritative lease

accounting guidance. We did not recognize any interest income on impaired loans that have not returned to performing status, while they were impaired during the three months ended March 31, 2012 and March 31, 2011. The following table provides further detail on impaired loans individually evaluated for impairment and the associated ALLL. Certain commercial impaired loans do not have a related ALLL as the valuation of these impaired loans exceeded the recorded investment.

### Impaired Loans

In millions	Unpaid Principal Balance	Recorded Investment (a)	Associated Allowance (b)	Average Recorded Investment (a)
<b>March 31, 2012</b>				
<u>Impaired loans with an associated allowance</u>				
Commercial	\$1,058	\$ 691	\$ 204	\$ 737
Commercial real estate	1,415	927	286	985
Home equity	806	794	290	778
Residential real estate	878	727	187	729
Credit card	241	241	55	250
Other consumer	59	59	4	53
Total impaired loans with an associated allowance	\$4,457	\$ 3,439	\$ 1,026	\$ 3,532
<u>Impaired loans without an associated allowance</u>				
Commercial	\$ 373	\$ 167		\$ 146
Commercial real estate	598	363		353
Total impaired loans without an associated allowance	\$ 971	\$ 530		\$ 499
Total impaired loans	\$5,428	\$ 3,969	\$ 1,026	\$ 4,031
<b>December 31, 2011</b>				
<u>Impaired loans with an associated allowance</u>				
Commercial	\$1,125	\$ 785	\$ 241	\$ 979
Commercial real estate	1,452	1,043	318	1,247
Home equity	774	762	292	702
Residential real estate	853	730	193	609
Credit card	258	258	53	281
Other consumer	48	48	3	39
Total impaired loans with an associated allowance	\$4,510	\$ 3,626	\$ 1,100	\$ 3,857
<u>Impaired loans without an associated allowance</u>				
Commercial	\$ 347	\$ 125		\$ 104
Commercial real estate	592	342		413
Total impaired loans without an associated allowance	\$ 939	\$ 467		\$ 517
Total impaired loans	\$5,449	\$ 4,093	\$ 1,100	\$ 4,374

(a) Recorded investment in a loan includes the unpaid principal balance plus accrued interest and net accounting adjustments, less any charge-offs. Recorded investment does not include any associated valuation allowance. Average recorded investment is for the three months ended March 31, 2012, and year ended December 31, 2011.

(b) Associated allowance amounts include \$571 million and \$580 million for TDRs at March 31, 2012, and December 31, 2011, respectively.

### 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 appropriate to absorb estimated probable credit losses on 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	2012	2011
January 1	\$240	\$188
Net change in allowance for unfunded loan commitments and letters of credit	3	16
March 31	\$243	\$204

## NOTE 6 PURCHASED LOANS

Loans acquired as part of the RBC acquisition on March 2, 2012 had an outstanding balance of \$16.7 billion. At purchase, acquired loans were recorded at fair value. No separate valuation allowance was carried over and no allowance was created at acquisition. Fair values were determined by discounting both principal and interest cash flows expected to be collected using a market discount rate for similar instruments with adjustments that management believes a market participant would consider in determining fair value. Cash flows expected to be collected as of the acquisition date were estimated using internal models and third party data that incorporate management's best estimate of key assumptions, such as default rates, loss severity, prepayment speeds, and timing of disposition upon default. In addition, each loan was reviewed to determine if it should be classified as a purchased impaired loan accounted for under ASC 310-30. Loans with evidence of credit quality deterioration since origination and for which it is probable at purchase that PNC will be unable to collect all contractually required payments were considered purchased impaired. Several factors were considered when evaluating whether a loan was considered a purchased impaired loan, including the delinquency status of the loan, updated borrower credit status, geographic information, and updated loan-to-values (LTV). In accordance with ASC 310-30, excluded from the purchased impaired loans were leases, revolving credit arrangements and loans held for sale.

As of March 2, 2012, loans were classified as impaired or non-impaired and had a fair value of \$2.0 billion and \$12.5 billion and an outstanding balance of \$3.0 billion and \$13.7 billion, respectively.

### RBC Acquisition – Purchased Loans Balances

In millions	Purchased Impaired Loans		Other Purchased Loans	
	Fair Value	Outstanding Balance	Fair Value	Outstanding Balance
<b>Commercial Lending</b>				
Commercial	\$ 446	\$ 746	\$ 6,002	\$ 6,328
Commercial real estate	481	836	2,067	2,310
Equipment lease financing			86	92
<b>Total Commercial Lending</b>	<b>927</b>	<b>1,582</b>	<b>8,155</b>	<b>8,730</b>
<b>Consumer Lending</b>				
Home equity	151	215	2,827	3,346
Residential real estate	896	1,214	1,168	1,202
Credit card and other consumer			376	385
<b>Total Consumer Lending</b>	<b>1,047</b>	<b>1,429</b>	<b>4,371</b>	<b>4,933</b>
<b>Total</b>	<b>\$ 1,974</b>	<b>\$ 3,011</b>	<b>\$12,526</b>	<b>\$ 13,663</b>

### Purchased Impaired Loans

Purchased impaired loans are accounted for under ASC 310-30, which addresses accounting for differences between contractual cash flows and cash flows expected to be collected from the initial investment in loans if those differences are attributable, at least in part, to credit quality. GAAP allows purchasers to aggregate purchased impaired loans acquired in the same fiscal quarter into one or more pools, provided that the loans have common risk characteristics. A pool is then accounted for as a single asset with a single composite interest rate and an aggregate expectation of cash flows. Purchased impaired loans with homogeneous consumer, residential real estate and smaller balance commercial loans with common risk characteristics are aggregated into pools where appropriate. Commercial loans with a total commitment greater than a defined threshold are accounted for individually. The excess of cash flows expected at acquisition over the estimated fair value is referred to as the accretible yield and is recognized as 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. Subsequent changes in the expected cash flows of individual or pooled purchased impaired loans from the date of acquisition will either impact the accretible yield or result in an impairment charge to provision for credit losses in the period in which the changes become probable. Decreases to the net present value of expected cash flows will generally result in an impairment charge recorded as a provision for credit losses, resulting in an increase to the allowance for loan and lease losses, and a reclassification from accretible 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. The table below details the contractually required payments, non-accretable difference, accretible yield, and fair value for purchased impaired loans acquired in the RBC Bank (USA) acquisition as of March 2, 2012.

### Purchased Impaired Loans – RBC Acquisition

In millions	March 2, 2012
Contractually required payments including interest	\$ 3,769
Less: Nonaccretable difference	1,211
Cash flows expected to be collected	2,558
Less: Accretible yield	584
Fair value of loans acquired	\$ 1,974



The following table provides purchased impaired loans at March 31, 2012 and at December 31, 2011:

**Purchased Impaired Loans – Balances**

In millions	March 31, 2012 (a)		December 31, 2011 (b)	
	Recorded Investment	Outstanding Balance	Recorded Investment	Outstanding Balance
<b>Commercial Lending</b>				
Commercial	\$ 568	\$ 947	\$ 140	\$ 245
Commercial real estate	1,128	1,465	712	743
<b>Total Commercial Lending</b>	<b>1,696</b>	<b>2,412</b>	852	988
<b>Consumer Lending</b>				
Consumer	2,839	3,459	2,766	3,405
Residential real estate	3,886	4,217	3,049	3,128
<b>Total Consumer Lending</b>	<b>6,725</b>	<b>7,676</b>	5,815	6,533
<b>Total</b>	<b>\$ 8,421</b>	<b>\$ 10,088</b>	\$ 6,667	\$ 7,521

(a) Represents National City and RBC acquisitions.

(b) Represents National City acquisition.

As of December 31, 2011, the allowance for loan and lease losses related to purchased impaired loans was \$998 million. During the first three months of 2012, \$13 million of provision and \$20 million of charge-offs were recorded on purchased impaired loans. At March 31, 2012, the allowance for loan and lease losses was \$991 million on \$6.3 billion of purchased impaired loans while the remaining \$2.1 billion of

purchased 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/or a reclassification from non-accretable 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. The cash flow re-estimation process is completed quarterly to evaluate the adequacy of the allowance associated with the purchased impaired loans.

Activity for the accretable yield for the first three months of 2012 follows:

**Accretable Yield**

In millions	2012
January 1	<b>\$2,109</b>
Accretion due to RBC acquisition on March 2, 2012	<b>584</b>
Accretion (including excess cash recoveries)	<b>(198)</b>
Net reclassifications to accretable from non-accretable (a)	<b>(23)</b>
Disposals	<b>(3)</b>
<b>March 31</b>	<b>\$2,469</b>

(a) The net reclass includes the impact of improvements in the excess cash expected to be collected from credit improvements, as well as accretable differences related to cash flow extensions.

**Purchased Non-Impaired Loans**

Other purchased loans acquired from RBC were recorded at fair value as provided in the table below. The difference between the acquisition date fair value and the outstanding balance represents the fair value adjustment for a loan and includes both credit and interest rate considerations. Fair values were determined by discounting both principal and interest cash flows expected to be collected using a market discount rate for similar instruments with adjustments that management believes a market participant would consider in determining fair value. Cash flows expected to be collected as of the acquisition date were estimated using internal models and third party data that incorporate management's best estimate of key assumptions, such as default rates, loss severity, prepayment speeds, and timing of undiscounted expected principal, interest and other cash flows. Fair value adjustments may be discounts (or premiums) to a loan's cost basis and are accreted (or amortized) to net interest income (or expense) over the loan's remaining life in accordance with ASC 310-20. Fair value adjustments for revolving loans are accreted (or amortized) using a straight line method. Term loans are accreted (or amortized) using the constant effective yield method.

As of March 2, 2012

In millions	Commercial	Commercial Real Estate	Equipment Lease Finance	Home Equity	Residential Real Estate	Credit Card and other consumer	Total
Outstanding Balance	\$ 6,328	\$ 2,310	\$ 92	\$3,346	\$ 1,202	\$ 385	\$13,663
Less: Fair value adjustment	326	243	6	519	34	9	1,137
<b>Fair value of loans acquired</b>	<b>\$ 6,002</b>	<b>\$ 2,067</b>	<b>\$ 86</b>	<b>\$2,827</b>	<b>\$ 1,168</b>	<b>\$ 376</b>	<b>\$12,526</b>

The table below details contractually required payments, cash flows not expected to be collected and cash flows expected to be collected on other purchased loans acquired from RBC.

As of March 2, 2012

In millions	Commercial	Commercial Real Estate	Equipment Lease Finance	Home Equity	Residential Real Estate	Credit Card and other consumer	Total
Contractually required repayments including interest (a)	\$ 6,864	\$ 2,466	\$ 101	\$ 5,003	\$ 1,869	\$ 414	\$16,717
Less: Contractual cash flows not expected to be collected	86	131	6	1,501	538	189	2,451
<b>Cash flows expected to be collected</b>	<b>\$ 6,778</b>	<b>\$ 2,335</b>	<b>\$ 95</b>	<b>\$ 3,502</b>	<b>\$ 1,331</b>	<b>\$ 225</b>	<b>\$14,266</b>

(a) Denotes required payments based on a loan's contractual schedule assuming no loss or prepayment.

## NOTE 7 INVESTMENT SECURITIES

### Investment Securities Summary

In millions	Amortized Cost	Unrealized		Fair Value
		Gains	Losses	
<b>March 31, 2012</b>				
<b>SECURITIES AVAILABLE FOR SALE</b>				
Debt securities				
US Treasury and government agencies	\$ 2,567	\$ 275		\$ 2,842
Residential mortgage-backed				
Agency	28,493	836	\$ (31)	29,298
Non-agency	6,791	212	(882)	6,121
Commercial mortgage-backed				
Agency	865	34		899
Non-agency	2,805	140	(2)	2,943
Asset-backed	5,417	36	(170)	5,283
State and municipal	1,899	80	(43)	1,936
Other debt	3,647	93	(2)	3,738
Total debt securities	52,484	1,706	(1,130)	53,060
Corporate stocks and other	298			298
Total securities available for sale	\$52,782	\$1,706	\$(1,130)	\$53,358
<b>SECURITIES HELD TO MATURITY</b>				
Debt securities				
US Treasury and government agencies	\$ 224	\$ 22		\$ 246
Residential mortgage-backed (agency)	4,450	140		4,590
Commercial mortgage-backed				
Agency	1,301	56		1,357
Non-agency	3,223	112	\$ (1)	3,334
Asset-backed	967	12	(2)	977
State and municipal	671	33		704
Other debt	360	13		373
Total securities held to maturity	\$11,196	\$ 388	\$ (3)	\$11,581
December 31, 2011				
<b>SECURITIES AVAILABLE FOR SALE</b>				
Debt securities				
US Treasury and government agencies	\$ 3,369	\$ 348		\$ 3,717
Residential mortgage-backed				
Agency	26,081	772	\$ (61)	26,792
Non-agency	6,673	152	(1,268)	5,557
Commercial mortgage-backed				
Agency	1,101	39		1,140
Non-agency	2,693	80	(17)	2,756
Asset-backed				
	3,854	31	(216)	3,669
State and municipal	1,779	75	(47)	1,807
Other debt	2,691	83	(12)	2,762
Total debt securities	48,241	1,580	(1,621)	48,200
Corporate stocks and other	368			368
Total securities available for sale	\$48,609	\$1,580	\$(1,621)	\$48,568
<b>SECURITIES HELD TO MATURITY</b>				
Debt securities				
US Treasury and government agencies	\$ 221	\$ 40		\$ 261
Residential mortgage-backed (agency)	4,761	131	\$ (1)	4,891
Commercial mortgage-backed				
Agency	1,332	50		1,382
Non-agency	3,467	108	(2)	3,573
Asset-backed	1,251	14	(3)	1,262
State and municipal	671	31		702
Other debt	363	16		379
Total securities held to maturity	\$12,066	\$ 390	\$ (6)	\$12,450

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. Securities held to maturity are carried at amortized cost. At March 31, 2012, accumulated other comprehensive income included pretax gains of \$90 million from derivatives used to hedge the purchase of investment securities classified as held to maturity. The gains will be accreted into interest income as an adjustment of yield on the securities.

The gross unrealized loss on debt securities held to maturity was \$3 million at March 31, 2012 and \$6 million at December 31, 2011, with \$.2 billion and \$.5 billion of

positions in a continuous loss position for less than 12 months at March 31, 2012 and December 31, 2011, respectively. The gross unrealized loss and fair value on debt securities held to maturity that were in a continuous loss position for 12 months or more were not significant at both March 31, 2012 and December 31, 2011.

The following table presents gross unrealized loss and fair value of securities available for sale at March 31, 2012 and December 31, 2011. 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.

#### ***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
<b>March 31, 2012</b>						
Debt securities						
Residential mortgage-backed						
Agency	\$ (25)	\$ 4,204	\$ (6)	\$ 96	\$ (31)	\$ 4,300
Non-agency	(35)	289	(847)	4,569	(882)	4,858
Commercial mortgage-backed						
Non-agency	(2)	275			(2)	275
Asset-backed	(10)	1,435	(160)	734	(170)	2,169
State and municipal	(8)	516	(35)	305	(43)	821
Other debt			(2)	13	(2)	13
Total	\$ (80)	\$ 6,719	\$ (1,050)	\$ 5,717	\$ (1,130)	\$ 12,436
<b>December 31, 2011</b>						
Debt securities						
US Treasury and government agencies						
Residential mortgage-backed						
Agency	\$ (24)	\$ 2,165	\$ (37)	\$ 408	\$ (61)	\$ 2,573
Non-agency	(26)	273	(1,242)	4,378	(1,268)	4,651
Commercial mortgage-backed						
Non-agency	(17)	483			(17)	483
Asset-backed	(13)	1,355	(203)	764	(216)	2,119
State and municipal	(6)	512	(41)	318	(47)	830
Other debt	(5)	240	(7)	289	(12)	529
Total	\$ (91)	\$ 5,028	\$ (1,530)	\$ 6,157	\$ (1,621)	\$ 11,185

#### ***EVALUATING INVESTMENT SECURITIES FOR OTHER-THAN-TEMPORARY IMPAIRMENTS***

For the securities in the preceding table, as of March 31, 2012 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.

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 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, employment, 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.

The following table provides detail on the significant assumptions used to determine credit impairment for non-agency residential mortgage-backed and asset-backed securities collateralized by first-lien and second-lien residential mortgage loans:

***Credit Impairment Assessment Assumptions – Non-Agency Residential Mortgage-Backed and Asset-Backed Securities (a)***

March 31, 2012	Range	Weighted-average (b)
<b>Long-term prepayment rate (annual CPR)</b>		
Prime	7-20%	14%
Alt-A	5-12	6
Option ARM	3-6	3
<b>Remaining collateral expected to default</b>		
Prime	1-45%	20%
Alt-A	3-61	34
Option ARM	13-83	58
<b>Loss severity</b>		
Prime	25-65%	47%
Alt-A	30-85	60
Option ARM	44-76	60

(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.

***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 forecasts. 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 2012 and 2011, 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**

Three months ended March 31 In millions		2012	2011
<b>Available for sale securities:</b>			
Non-agency residential mortgage-backed		<b>\$(32)</b>	\$(28)
Asset-backed		<b>(5)</b>	(5)
Other debt		<b>(1)</b>	(1)
<b>Total</b>		<b>\$(38)</b>	\$(34)

**Summary of OTTI Noncredit (Losses) Recoveries Included in Accumulated Other Comprehensive Loss**

Three months ended March 31 In millions		2012	2011
<b>Total</b>		<b>\$22</b>	\$ 4

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
<b>For the three months ended March 31, 2012</b>					
December 31, 2011	\$ (828)	\$ (6)	\$ (244)	\$ (13)	\$(1,091)
Loss where impairment was not previously recognized	(1)			(1)	(2)
Additional loss where credit impairment was previously recognized	(31)		(5)		(36)
Reduction due to credit impaired securities sold	1				1
<b>March 31, 2012</b>	<b>\$ (859)</b>	<b>\$ (6)</b>	<b>\$ (249)</b>	<b>\$ (14)</b>	<b>\$(1,128)</b>

In millions	Non-agency residential mortgage-backed	Non-agency commercial mortgage-backed	Asset-backed	Other debt	Total
<b>For the three months ended March 31, 2011</b>					
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
<b>March 31, 2011</b>	<b>\$ (737)</b>	<b>\$ (6)</b>	<b>\$ (228)</b>	<b>\$ (13)</b>	<b>\$(984)</b>

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
<b>For the three months ended March 31</b>					
<b>2012</b>	<b>\$3,553</b>	<b>\$ 67</b>	<b>\$ (10)</b>	<b>\$ 57</b>	<b>\$ 20</b>
<b>2011</b>	<b>8,178</b>	<b>109</b>	<b>(72)</b>	<b>37</b>	<b>13</b>

The following table presents, by remaining contractual maturity, the amortized cost, fair value and weighted-average yield of debt securities at March 31, 2012.

# **Contractual Maturity of Debt Securities**

March 31, 2012 Dollars in millions	1 Year or Less	After 1 Year through 5 Years	After 5 Years through 10 Years	After 10 Years	Total
<b>SECURITIES AVAILABLE FOR SALE</b>					
US Treasury and government agencies		\$ 910	\$ 1,253	\$ 404	\$ 2,567
Residential mortgage-backed					
Agency		35	810	27,648	28,493
Non-agency			25	6,766	6,791
Commercial mortgage-backed					
Agency	\$ 3	729	133		865
Non-agency	21	175	49	2,560	2,805
Asset-backed	68	1,206	1,204	2,939	5,417
State and municipal	15	73	280	1,531	1,899
Other debt	655	1,933	615	444	3,647
Total debt securities available for sale	\$ 762	\$ 5,061	\$ 4,369	\$42,292	\$52,484
Fair value	\$ 766	\$ 5,236	\$ 4,565	\$42,493	\$53,060
Weighted-average yield, GAAP basis	1.93%	2.42%	2.87%	3.65%	3.44%
<b>SECURITIES HELD TO MATURITY</b>					
US Treasury and government agencies				\$ 224	\$ 224
Residential mortgage-backed (agency)				4,450	4,450
Commercial mortgage-backed					
Agency		\$ 162	\$ 1,134	5	1,301
Non-agency	\$ 24	58		3,141	3,223
Asset-backed	7	591	90	279	967
State and municipal	33	20	157	461	671
Other debt		1	359		360
Total debt securities held to maturity	\$ 64	\$ 832	\$ 1,740	\$ 8,560	\$11,196
Fair value	\$ 64	\$ 848	\$ 1,814	\$ 8,855	\$11,581
Weighted-average yield, GAAP basis	2.59%	2.63%	3.34%	4.39%	4.08%

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, 2012:

## **Weighted-Average Expected Maturity of Mortgage and Other Asset-Backed Debt Securities**

	March 31, 2012
Agency residential mortgage-backed securities	3.2 years
Non-agency residential mortgage-backed securities	4.9 years
Agency commercial mortgage-backed securities	5.0 years
Non-agency commercial mortgage-backed securities	2.6 years
Asset-backed securities	2.8 years

Weighted-average yields are based on historical cost with effective yields weighted for the contractual maturity of each security. At March 31, 2012, there were no securities of a single issuer, other than FNMA and FHLMC, that exceeded 10% of total shareholders' equity.

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 2012	December 31 2011
Pledged to others	\$23,858	\$ 20,109
Accepted from others:		
Permitted by contract or custom to sell or repledge	1,215	1,796
Permitted amount repledged to others	440	892

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

Fair value is determined using a quoted price in an active market 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 Treasury securities that are actively traded in over-the-counter markets.

Level 2

Fair value is estimated using inputs other than quoted prices included within Level 1 that are observable for assets or liabilities, either directly or indirectly. 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 US government agency debt securities, agency residential and commercial mortgage-backed debt securities, asset-backed debt securities, corporate debt securities, residential mortgage loans held for sale, and derivative contracts.

Level 3

Fair value is estimated using unobservable inputs 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 services, 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 that 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 reviews 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.

Assets and liabilities measured at fair value, by their nature, result in a higher degree of financial statement volatility. Assets and liabilities classified within Level 3 inherently require the use of various assumptions, estimates and judgments when measuring their fair value. As observable market activity is commonly not available to use when estimating the fair value of Level 3 assets and liabilities, we must estimate fair value using various modeling techniques. These techniques include the use of a variety of inputs/assumptions including credit quality, liquidity, interest rates or other relevant inputs across the entire population of our Level 3 assets and liabilities. Changes in the significant underlying factors or assumptions (either an increase or a decrease) in any of these areas underlying our estimates may result in a significant increase/decrease in the Level 3 fair value measurement of a particular asset and/or liability from period to period.

#### **FINANCIAL INSTRUMENTS ACCOUNTED FOR AT FAIR VALUE ON A RECURRING BASIS**

##### ***Securities Available for Sale and Trading Securities***

Securities accounted for at fair value include both the available for sale and trading portfolios. We primarily use prices obtained from pricing services, dealer quotes, or recent trades to determine the fair value of securities. As of March 31, 2012, 84% of the positions in these portfolios were priced by using pricing services provided by third-party vendors. The third-party vendors use a variety of methods when pricing securities that incorporate relevant market data to arrive at an estimate of what a buyer in the marketplace would pay for a security under current market conditions. One of the vendor's prices are set with reference to market activity for highly liquid assets such as U.S. Treasury and agency securities and agency residential mortgage-backed securities, and matrix pricing for other asset classes, such as commercial mortgage and other asset-backed securities. Another vendor primarily uses discounted cash flow pricing models considering adjustments for spreads and prepayments for the instruments we value using this service, such as non-agency residential mortgage-backed securities, agency adjustable rate mortgage securities, agency collateralized mortgage obligations (CMOs), commercial mortgage-backed securities and municipal bonds. The vendors we use provide pricing services on a global basis and have quality management processes in place to monitor the integrity of the valuation inputs and the prices provided to users, including procedures to consider and incorporate information received from pricing service users who may challenge a price. We monitor and validate the reliability of vendor pricing on an ongoing basis through pricing methodology reviews, by performing detailed reviews of the assumptions and inputs used by the vendor to price individual securities, and through price validation testing. Price validation testing is performed independent of the risk-taking function and involves corroborating the prices received from third-party vendors with prices from another

third-party source, by reviewing valuations of comparable instruments, by comparison to internal valuations, or by reference to recent sales of similar securities. Securities not priced by one of our pricing vendors may be valued using a dealer quote. Dealer quotes received are typically non-binding. Securities priced using a dealer quote are subject to corroboration either with another dealer quote, by comparison to similar securities priced by either a third-party vendor or another dealer, or through internal valuation in order to validate that the quote is representative of the market. Security prices are also validated through actual cash settlement upon sale of a security.

A cross-functional team comprised of representatives from Asset & Liability Management, Finance, and Market Risk Management oversees the governance of the processes and methodologies used to estimate the fair value of securities and the price validation testing that is performed. This management team reviews pricing sources and trends and the results of validation testing on a monthly basis.

Securities are classified within the fair value hierarchy after giving consideration to the activity level in the market for the security type and the observability of the inputs used to determine the fair value. When a quoted price in an active market exists for the identical security, this price is used to determine fair value and the security is classified within Level 1 of the hierarchy. Level 1 securities include certain U.S. Treasury securities and exchange traded equities. When a quoted price in an active market for the identical security is not available, fair value is estimated using either an alternative market approach, such as a recent trade or matrix pricing, or an income approach, such as a discounted cash flow pricing model. If the inputs to the valuation are based primarily on market observable information then the security is classified within Level 2 of the hierarchy. Level 2 securities include agency debt securities, agency residential mortgage-backed securities, agency and non-agency commercial mortgage-backed securities, asset-backed securities collateralized by non-mortgage related consumer loans, municipal securities, and other debt securities. Level 2 securities are predominantly priced by third parties, either a pricing vendor or dealer.

In certain cases where there is limited activity or less transparency around the inputs to the valuation, securities are classified within Level 3 of the hierarchy. Securities classified as Level 3 consist primarily of non-agency residential mortgage-backed and asset-backed securities collateralized by first- and second-lien residential mortgage loans. Fair value for these securities is primarily estimated using pricing obtained from third-party vendors. In some cases, fair value is estimated using a dealer quote, by reference to prices of securities of a similar vintage and collateral type or by reference to recent sales of similar securities. Market activity for these security types is limited with little price transparency. As a result, these securities are generally valued by the third-party vendor using a discounted cash flow



approach that incorporates observable market activity where available. Significant inputs to the valuation include prepayment projections and credit loss assumptions (default rate and loss severity) and discount rates that are deemed representative of current market conditions. The discount rates used incorporate a spread over the benchmark curve that takes into consideration liquidity risk and potential credit risk not already included in the credit loss assumptions. Significant increases (decreases) in any of those assumptions in isolation would result in a significantly lower (higher) fair value measurement. Prepayment estimates generally increase when market interest rates decline and decrease when market interest rates rise. Credit loss estimates are driven by the ability of borrowers to pay their loans and housing market prices and are impacted by changes in overall macroeconomic conditions, typically increasing when economic conditions worsen and decreasing when conditions improve. An increase in the estimated prepayment rate typically results in a decrease in estimated credit losses and vice versa. Discount rates typically increase when market interest rates increase and/or credit and liquidity risks increase and decrease when market interest rates decline and/or credit and liquidity conditions improve. Price validation procedures are performed and the results reviewed on a monthly basis for these Level 3 securities by a cross-functional Asset & Liability Management, Finance, and Market Risk Management team. Specific price validation procedures performed for these securities include comparing current prices to historical pricing trends by collateral type and vintage, comparing prices by product type to indicative pricing grids published by market makers, and by obtaining corroborating dealer prices for a sample of securities.

Certain infrequently traded debt securities within the State and Municipal and Other Debt Available-for-sale and Trading securities categories are also classified in Level 3. The significant unobservable inputs used to estimate the fair value of these securities include an estimate of expected credit losses and a discount for liquidity risk. These inputs are incorporated into the fair value measurement by either increasing the spread over the benchmark curve or by applying a credit and liquidity discount to the par value of the security. Significant increases (decreases) in credit and/or liquidity risk could result in a significantly lower (higher) fair value estimate.

#### **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. These derivatives are primarily classified as Level 2 as the readily observable market inputs to these models are validated to external sources. The external sources for these inputs include industry pricing services, or are corroborated through recent trades, dealer quotes, yield curves, implied volatility or other market-related data. Level 2 financial derivatives are primarily estimated using a combination of Eurodollar future prices and

observable benchmark interest rate swaps to construct projected discounted cash flows. Financial derivatives that are priced using significant management judgment or assumptions are classified as Level 3.

Fair value information for Level 3 financial derivatives is presented separately for interest rate contracts and other contracts. Interest rate contracts include residential and commercial mortgage interest rate lock commitments and certain interest rate options. Other contracts include risk participation agreements, certain equity options and other types of contracts.

Significant unobservable inputs for residential mortgage loan commitments include the probability of funding and embedded servicing. The fair value of residential mortgage loan commitments assets as of March 31, 2012 was \$50 million compared with liabilities of \$1 million. The probability of funding for residential mortgage loan commitments represents the expected proportion of loan commitments in the pipeline that will fund. Additionally, embedded in the market price of the underlying loan is a value for retaining servicing of the loan once it is sold. Significant increases (decreases) in the fair value of a residential mortgage loan commitment asset (liability) result when the probability of funding increases (decreases). Significant increases (decreases) in the fair value of a residential mortgage loan commitment result when the embedded servicing value increases (decreases).

The fair value of commercial mortgage loan commitments assets as of March 31, 2012 was \$23 million compared to liabilities of \$8 million. Significant unobservable inputs for commercial mortgage loan commitments include spread over the benchmark curve U.S. Treasury interest rate and embedded servicing value. The spread over the benchmark curve reflects management assumptions regarding credit and liquidity risks. Embedded servicing value reflects the estimated value for retaining the right to service the underlying loan once it is sold. Significant increases (decreases) in the fair value of commercial mortgage loan commitments result when the spread over the benchmark curve decreases (increases) or the embedded servicing value increases (decreases).

The fair value of interest rate options assets as of March 31, 2012 was \$5 million compared to liabilities of \$3 million. The significant unobservable input used in the fair value measurement of the interest rate options is expected interest rate volatility. Significant increases (decreases) in interest rate volatility would result in a significantly higher (lower) fair value measurement.

The fair value of risk participation agreement assets as of March 31, 2012 was \$6 million compared to liabilities of \$4 million. The significant unobservable inputs used in the fair value measurement of risk participation agreements are probability of default and loss severity. Significant increases

(decreases) in probability of default and loss severity would result in a significantly higher (lower) fair value measurement.

The fair value of the other contracts liabilities as of March 31, 2012 was \$77 million. The significant unobservable inputs for the other contracts for derivative liabilities include credit and liquidity discount and spread over the benchmark curve that are deemed representative of current market conditions. Significant increases (decreases) in these assumptions would result in significantly lower (higher) fair value measurement.

The fair values of our derivatives are adjusted for nonperformance risk through the calculation of our Credit Valuation Adjustment (CVA). Our CVA is computed using new loan pricing and considers externally available bond spreads, in conjunction with internal historical recovery observations.

#### ***Residential Mortgage Loans Held for Sale***

We account for certain residential mortgage loans originated for sale on a recurring basis at fair value. We have elected to account for certain RBC Bank (USA) residential mortgage loans held for sale at fair value. The election of the fair value option aligns the accounting for the residential mortgages with related hedges.

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 given the relative insensitivity of the value to changes in these inputs 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. Assumptions incorporated into the residential MSRs valuation model reflect management's best estimate of factors that a market participant would use in valuing the residential MSRs. Although sales of residential MSRs do occur, residential MSRs do not trade in an active, open market with readily observable prices so the precise terms and conditions of sales are not available. As a benchmark for the reasonableness of its residential MSRs fair value, PNC obtains opinions of value from independent parties ("brokers"). These brokers provided a range (+/- 10 bps) based upon their own discounted cash flow calculations of our portfolio that reflect conditions in the secondary market, and any recently executed servicing

transactions. PNC compares its internally-developed residential MSRs value to the ranges of values received from the brokers. If our residential MSRs fair value falls outside of the brokers' ranges, management will assess whether a valuation adjustment is warranted. For the periods presented, PNC's residential MSRs value did not fall outside of the brokers' ranges. We consider our residential MSRs value to represent a reasonable estimate of fair value. Due to the nature of the valuation inputs, residential MSRs are classified as Level 3.

The significant unobservable inputs used in the fair value measurement of residential MSRs are constant prepayment rates and spread over the benchmark curve. Significant increases (decreases) in prepayment rates and spread over the benchmark curve would result in lower (higher) fair market value of residential MSRs.

#### ***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 related hedges.

We determine the fair value of commercial mortgage loans held for sale by using a discounted cash flow model. Fair value is determined using sale valuation assumptions that management believes a market participant would use in pricing the loans. When available, valuation assumptions include observable inputs based on the benchmark LIBOR interest rate swap curve and whole loan sales. The significant unobservable input is management's assumption of the spread applied to the benchmark rate. The spread over the benchmark curve includes management's assumptions of the impact of credit and liquidity risk. Significant increases (decreases) in the spread applied to the benchmark would result in a significantly lower (higher) asset value. The wide range of the spread over the benchmark curve is due to the varying risk and underlying property characteristics within our portfolio. Based on the significance of unobservable inputs, we classified this portfolio as Level 3.

#### ***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. A multiple of adjusted earnings calculation is the valuation technique utilized most frequently and the multiple of earnings is the primary and most significant unobservable input used in such calculation. The multiple of earnings is utilized in conjunction with portfolio

company financial results and our ownership interest in portfolio company securities to determine PNC's interest in the enterprise value of the portfolio company. Significant decreases (increases) in the multiple of earnings could result in a significantly lower (higher) fair value measurement. The magnitude of the change in fair value is dependent on the significance of the change in the multiple of earnings and the significance of portfolio company adjusted earnings. Valuation inputs or analysis are supported by portfolio company or market documentation. Due to the size, private and unique nature of each portfolio company, lack of liquidity and the long-term nature of investments, relevant benchmarking is not always feasible. A Valuation Committee reviews the portfolio company valuations on a quarterly basis and oversight is provided by senior management of the business.

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 that 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 shares of BlackRock Series C Preferred Stock received in a stock exchange with BlackRock at fair value. We own approximately 1.5 million of these shares after delivery of approximately 1.3 million shares in September 2011 pursuant to our obligation to partially fund a portion of certain BlackRock LTIP programs. 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. Significant increases (decreases) in the liquidity discount would result in a significantly lower (higher) asset value for the BlackRock Series C and vice versa for the BlackRock LTIP.

#### ***Loans***

Loans accounted for at fair value include residential mortgage loans held for sale which were subsequently reclassified to portfolio loans. These loans are transferred to portfolio loans if they are deemed unsaleable. These loans are valued similarly to residential mortgage loans held for sale and are classified as Level 2. This category also includes repurchased brokered home equity loans. These loans are repurchased due to a breach of representations or warranties in the loan sales agreements and occur typically after the loan is in default. The fair value price is based on bids and market observations of transactions of similar vintage. Because transaction details regarding the credit and underwriting quality are often unavailable, bid information from brokers and investors is heavily relied upon. Accordingly, these loans are classified as Level 3. A significant input to the valuation includes a credit and liquidity discount that is deemed representative of current market conditions. Significant increases (decreases) in this assumption would result in a significantly lower (higher) fair value measurement.

#### ***Other assets***

We have entered into a prepaid forward contract with a financial institution to mitigate the risk of offsetting a portion of the Company's deferred compensation and supplemental incentive savings plan liabilities which are based on the Company's stock price and are subject to market risk. The prepaid forward contract is initially valued at the transaction price and is subsequently valued by reference to the market price of the Company's stock in Other Assets at fair value. In addition, deferred compensation and supplemental incentive savings plan participants may also invest in fixed income and equity-based funds. The Company utilizes a Rabbi Trust to hedge the returns by purchasing the same funds on which the participant returns are based. The Rabbi Trust balances are recorded in Other Assets at fair value using the quoted market price. These assets are generally classified as Level 2. The asset category also includes FHLB interests and the retained interest only related to the Small Business Administration (SBA) securitizations which are classified as Level 3. The fair value of the FHLB interests as of March 31, 2012 was \$5 million. The fair value of the SBA securitization as of March 31, 2012 was \$2 million. The significant unobservable inputs used in the fair value measurement of these types of assets are constant prepayment rates and spread over the benchmark curve. Significant increases (decreases) in prepayment rates and spread over the benchmark curve would result in lower (higher) fair market value of these assets.

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, 2012				December 31, 2011			
	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
<b>Assets</b>								
Securities available for sale								
US Treasury and government agencies	\$1,878	\$ 964		\$ 2,842	\$1,659	\$ 2,058		\$ 3,717
Residential mortgage-backed								
Agency		29,298		29,298		26,792		26,792
Non-agency			\$ 6,121	6,121			\$ 5,557	5,557
Commercial mortgage-backed								
Agency		899		899		1,140		1,140
Non-agency		2,943		2,943		2,756		2,756
Asset-backed		4,531	752	5,283		2,882	787	3,669
State and municipal		1,600	336	1,936		1,471	336	1,807
Other debt		3,683	55	3,738		2,713	49	2,762
Total debt securities	1,878	43,918	7,264	53,060	1,659	39,812	6,729	48,200
Corporate stocks and other	298			298	368			368
Total securities available for sale	2,176	43,918	7,264	53,358	2,027	39,812	6,729	48,568
Financial derivatives (a) (b)								
Interest rate contracts	12	8,454	78	8,544		9,150	60	9,210
Other contracts		153	6	159		246	7	253
Total financial derivatives	12	8,607	84	8,703		9,396	67	9,463
Residential mortgage loans held for sale (c)		1,387		1,387		1,522		1,522
Trading securities (d)								
Debt (e) (f)	969	1,581	39	2,589	1,058	1,371	39	2,468
Equity	47	3		50	42	3		45
Total trading securities	1,016	1,584	39	2,639	1,100	1,374	39	2,513
Residential mortgage servicing rights (g)			724	724			647	647
Commercial mortgage loans held for sale (c)			840	840			843	843
Equity investments								
Direct investments			865	865			856	856
Indirect investments (h)			657	657			648	648
Total equity investments			1,522	1,522			1,504	1,504
Customer resale agreements (i)		688		688		732		732
Loans (j)		267	6	273		222	5	227
Other assets								
BlackRock Series C Preferred Stock (k)			241	241			210	210
Other		435	7	442		422	7	429
Total other assets		435	248	683		422	217	639
Total assets	\$3,204	\$56,886	\$10,727	\$70,817	\$3,127	\$53,480	\$10,051	\$66,658
<b>Liabilities</b>								
Financial derivatives (b) (l)								
Interest rate contracts	\$ 8	\$ 6,457	\$ 12	\$ 6,477	\$ 7,065	\$ 6	\$ 7,071	
BlackRock LTIP			241	241			210	210
Other contracts		162	81	243		233	92	325
Total financial derivatives	8	6,619	334	6,961		7,298	308	7,606
Trading securities sold short (m)								
Debt (e)	393	147		540	\$ 997	19		1,016
Total trading securities sold short	393	147		540	997	19		1,016
Other liabilities						3		3
Total liabilities	\$ 401	\$ 6,766	\$ 334	\$ 7,501	\$ 997	\$ 7,320	\$ 308	\$ 8,625

- (a) Included in Other assets on our Consolidated Balance Sheet.
- (b) Amounts at March 31, 2012 and December 31, 2011 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, 2012 and December 31, 2011, respectively, the net asset amounts were \$2.1 billion and \$2.4 billion and the net liability amounts were \$.6 billion and \$.7 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.
- (d) Fair value includes net unrealized gains of \$53 million at March 31, 2012 compared with net unrealized gains of \$102 million at December 31, 2011.
- (e) Approximately 47% of these securities are residential mortgage-backed securities and 37% are US Treasury and government agencies securities at March 31, 2012. Comparable amounts at December 31, 2011 were 57% and 34%, respectively.
- (f) At March 31, 2012 and December 31, 2011, respectively, \$.1 billion and \$1.1 billion of residential mortgage-backed agency securities with embedded derivatives were carried in Trading securities.
- (g) Included in Other intangible assets on our Consolidated Balance Sheet.
- (h) 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.
- (i) Included in Federal funds sold and resale agreements on our Consolidated Balance Sheet. PNC has elected the fair value option for these items.
- (j) Included in Loans on our Consolidated Balance Sheet.
- (k) PNC has elected the fair value option for these shares.
- (l) Included in Other liabilities on our Consolidated Balance Sheet.
- (m) 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, 2012 and 2011 follow.

**Three Months Ended March 31, 2012**

Level 3 Instruments Only In millions	Total realized / unrealized gains or losses for the period (a)										Fair Value March 31, 2012	(*) Unrealized gains (losses) on assets and liabilities held on Consolidated Balance Sheet at March 31, 2012
	Fair Value Dec. 31, 2011	Included in other comprehensive income		Purchases	Sales	Issuances	Settlements	Transfers into Level 3 (b)	Transfers out of Level 3 (b)			
	Included in Earnings (*)											
Assets												
Securities available for sale												
Residential mortgage- backed non-agency	\$ 5,557	\$ (9)	\$ 520			\$ (163)	\$ (242)	\$ 458		\$ 6,121	\$ (32)	
Commercial mortgage- backed non-agency		1					(1)					
Asset-backed	787	(5)	41			(38)	(33)			752	(5)	
State and municipal	336		2				(2)			336		
Other debt	49	(1)	1	\$ 6						55	(1)	
Total securities available for sale	6,729	(14)	564	6	(201)		(278)	458		7,264	(38)	
Financial derivatives	67	80		3			(68)	3	\$ (1)	84	73	
Trading securities - Debt	39	1					(1)			39	1	
Residential mortgage servicing rights	647	20		64		\$ 29	(36)			724	21	
Commercial mortgage loans held for sale	843	(6)			(3)		6			840	(2)	
Equity investments												
Direct investments	856	22		43	(56)					865	21	
Indirect investments	648	31		11	(33)					657	30	
Total equity investments	1,504	53		54	(89)					1,522	51	
Loans	5			1						6		
Other assets												
BlackRock Series C Preferred Stock	210	31								241	31	
Other	7									7		
Total other assets	217	31								248	31	
Total assets	\$10,051	\$ 165	\$ 564	\$ 128	\$(293)	\$ 29	\$ (377)	\$ 461	\$ (1)	\$10,727	\$ 137	
Total liabilities (c)	\$ 308	\$ 77					\$ (50)	\$ 1	\$ (2)	\$ 334	\$ 21	

Three Months Ended March 31, 2011

Level 3 Instruments Only In millions	Total realized / unrealized gains or losses for the period (a)							Fair Value March 31, 2011	(*) Unrealized gains (losses) on assets and liabilities held on Consolidated Balance Sheet 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

(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.

Net gains (realized and unrealized) included in earnings relating to Level 3 assets and liabilities were \$88 million for the first three months of 2012 compared with net gains of \$102 million for the first three months of 2011. These amounts included net unrealized gains of \$116 million for the first three months of 2012 compared with net unrealized gains of \$68 million for the first three months of 2011. These amounts were included in noninterest income on the Consolidated Income Statement. These amounts also included amortization and accretion of \$33 million for the first three months of 2012 compared with \$24 million for the first three months of 2011. The amortization and accretion amounts were included in Interest income on the Consolidated Income Statement.

An instrument's categorization within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. PNC reviews and updates fair value hierarchy classifications quarterly. Changes from one quarter to the next related to the observability of inputs to a fair value measurement may result in a reclassification (transfer) of assets or liabilities between hierarchy levels. During the first three months of 2012 there were transfers of assets and liabilities from Level 2 to Level 3 of \$460 million consisting primarily of mortgage-backed securities as a result of a ratings downgrade which reduced the observability of valuation inputs. During the first three months of 2012 and 2011 there were no other material transfers of assets or liabilities between the hierarchy levels.

Quantitative Information about the significant unobservable inputs within Level 3 Recurring Assets and Liabilities follow.

**Fair Value Measurement – Recurring Quantitative Information**

Level 3 Instruments Only		Fair Value			
In millions		March 31			
		2012	Valuation Techniques	Unobservable Inputs	Range (Weighted Average)
<b>Assets</b>					
Securities available for sale					
Residential mortgage - backed non-agency	\$	6,121	Priced by a third-party vendor using a discounted cash flow pricing model (a)	Constant prepayment rate (CPR)	1.0% - 32.0% (6.0%) (a)
				Constant default rate (CDR)	0.0% - 19.0% (6.0%) (a)
				Loss Severity	10.0% - 85.0% (48.0%) (a)
Asset-backed		752	Priced by a third-party vendor using a discounted cash flow pricing model (a)	Spread over the benchmark curve (b)	525bps weighted average (a)
				Constant prepayment rate (CPR)	1.0% - 13.0% (3.0%) (a)
				Constant default rate (CDR)	1.0% - 25.0% (10.0%) (a)
				Loss Severity	10.0% - 100.0% (70.0%) (a)
State and municipal		153	Discounted cash flow	Spread over the benchmark curve (b)	711bps weighted average (a)
		183	Consensus pricing (c)	Credit and Liquidity discount	125bps -310bps (183bps)
		336			0.0% - 40.0% (9.0%)
Other debt		55	Consensus pricing (c)	Credit and Liquidity discount	7.0% - 95.0% (52.0%)
Total debt securities		7,264			
Financial derivatives assets Interest rate contracts		50	Discounted cash flow	Probability of funding	61.3% - 75.2% (67.6%)
				Embedded servicing value	0.0% - 2.0% (0.9%)
		23	Discounted cash flow	Spread over the benchmark curve (b)	65bps - 360bps (144bps)
				Embedded servicing value	0.8% - 2.6% (1.6%)
		5	Option model	Interest rate volatility	24.0% - 33.0% (29.0%)
		78			
Other contracts		6	Discounted cash flow	Probability of default	4.0% - 100.0% (32.0%)
				Loss Severity	28.0% - 40.0% (32.0%)
		6			
		84			
Trading securities - Debt		39	Consensus pricing (c)	Credit and Liquidity discount	8.0% - 40.0% (19.0%)
Residential mortgage servicing rights		724	Discounted cash flow	Constant prepayment rate	4.1% - 54.9% (18.6%)
				Spread over the benchmark curve (b)	939bps - 1,948bps (1,168bps)
Commercial mortgage loans held for sale		840	Discounted cash flow	Spread over the benchmark curve (b)	440bps - 2,780bps (864bps)
Equity investments - Direct investments		865	Multiple of adjusted earnings	Multiple of earnings	4.5 - 11.0 (7.1)
Loans		6	Consensus pricing (c)	Credit and Liquidity discount	40.0% - 97.0% (66.0%)
Other assets					
BlackRock Series C Preferred Stock		241	Consensus pricing (c)	Liquidity discount	22.5%
Other		5	Discounted cash flow	Constant prepayment rate	8.5% - 11.0% (10.0%)
		2	Discounted cash flow	Constant prepayment rate	13.7% - 13.7% (13.7%)
				Spread over the benchmark curve (b)	650bps - 650bps (650bps)
		7			
		248			
Total Assets (d)	\$	10,070			
<b>Liabilities</b>					
Financial derivative liabilities Interest rate contracts	\$	8	Discounted cash flow	Spread over the benchmark curve (b)	65bps - 360bps (116bps)
				Embedded servicing value	0.8% - 2.6% (1.7%)
		1	Discounted cash flow	Probability of funding	61.3% - 75.2% (67.6%)
				Embedded servicing value	0.0% - 2.0% (0.9%)
		3	Option model	Interest rate volatility	24.0% - 33.0% (29.0%)
		12			
BlackRock LTIP		241	Consensus pricing (c)	Liquidity discount	22.5%
Other contracts		77	Discounted cash flow	Credit and Liquidity discount	39.0% - 99.0% (48.0%)
				Spread over the benchmark curve (b)	(132bps)
				Probability of default	1.0% - 100.0% (22.0)
		4	Discounted cash flow	Loss Severity	5.0% - 40.0% (30.0%)
		81			
Total Liabilities	\$	334			

- (a) Level 3 residential mortgage-backed non-agency and asset-backed securities with fair values as of March 31, 2012 totaling \$5,343 million and \$724 million, respectively, were priced by a third-party vendor using a discounted cash flow pricing model, that incorporates consensus pricing, where available. The significant unobservable inputs for these securities were provided by the third-party vendor and are disclosed in the table. Our procedures to validate the prices provided by the third-party vendor related to these securities are discussed further in the fair value measurement section of this Note 8. Certain level 3 residential mortgage-backed non-agency and asset-backed securities with fair value as of March 31, 2012 of \$778 million and \$28 million, respectively, were valued using a pricing source, such as, a dealer quote or comparable security price, for which the significant unobservable inputs used to determine the price were not reasonably available.
- (b) The assumed yield spread over the benchmark curve for each instrument is generally intended to incorporate non-interest-risks such as credit and liquidity risks.
- (c) Consensus pricing refers to fair value estimates that are generally internally developed using information such as dealer quotes or other third-party provided valuations or comparable asset prices.
- (d) Total assets exclude the amount of indirect investments of \$657 million which are scoped out of this disclosure because the fair value is estimated using the net asset value per share of the investments.

#### **OTHER FINANCIAL ASSETS ACCOUNTED FOR AT FAIR VALUE ON A NONRECURRING BASIS**

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.

#### **Nonaccrual Loans**

The amounts below for nonaccrual loans represent the carrying value of loans for which adjustments are primarily based on the appraised value of the collateral or the net book value of the collateral from the borrower's most recent financial statements if no appraisal is available. As part of the appraisal process, persons ordering or reviewing appraisals are independent of the asset manager. Appraisals must be provided by licensed or certified appraisers and conform to the Uniform Standards of Professional Appraisal Practice. For loans secured by commercial properties where the underlying collateral is in excess of \$250,000, appraisals are obtained at least annually. In certain instances (e.g., physical changes in the property), a more recent appraisal is obtained. Additionally, borrower ordered appraisals are not permitted, and PNC ordered appraisals are regularly reviewed. For loans secured by commercial properties where the underlying collateral is \$250,000 and less, there is no requirement to obtain an appraisal. In instances where an appraisal is not obtained, the collateral value is determined consistent with external third-party appraisal standards, by an internal person independent of the asset manager. We have a real estate valuation services group whose sole function is to manage the real estate appraisal solicitation and evaluation process for commercial loans. All third-party appraisals are reviewed by this group, including consideration of comments/questions on the appraisal by the reviewer, customer relationship manager, credit officer, and underwriter. Upon resolving these comments/questions through discussions with the third-party appraiser, adjustments to the initial appraisal may occur and be incorporated into the final issued appraisal report.

If an appraisal is outdated due to changed project or market conditions, or if the net book value is utilized, management uses a Loss Given Default (LGD) percentage which represents the exposure PNC expects to lose in the event a borrower defaults on an obligation. Accordingly, LGD is a function of

collateral recovery rates and loan-to-value. Collateral recovery rates can vary widely (15% – 76% at March 31, 2012) based upon collateral type and represent the expected recovery amount on defaulted loans from the collateral after workout costs. Those rates are established based upon actual PNC loss experience and external market data. In instances where we have agreed to sell the property to a third party, the fair value is based on the contractual sales price adjusted for costs to sell. In these instances, the most significant unobservable input is the appraised value or the sales price. The estimated costs to sell are incremental direct costs to transact a sale such as broker commissions, legal, closing costs and title transfer fees. The costs must be essential to the sale and would not have been incurred if the decision to sell had not been made. The cost to sell is based on costs associated with our actual sales of commercial and residential OREO and other foreclosed assets which are assessed annually.

#### **Loans Held for Sale**

The amounts below for loans held for sale represent the carrying value of commercial mortgage loans which are intended to be sold with servicing retained. The fair value is determined using discounted cash flows. Significant observable market data includes the applicable benchmark U.S. Treasury interest rates. Significant unobservable inputs include a spread over the benchmark curve and the embedded servicing value. Significant increases (decreases) to the spread over the benchmark curve would result in a significantly lower (higher) carrying value of the assets. Significant increases (decreases) in the embedded servicing value would result in significantly higher (lower) carrying value.

#### **Equity Investments**

The amounts below for equity investments represent the carrying value of Low Income Housing Tax Credit (LIHTC) investments held for sale calculated using a discounted cash flow model. The significant unobservable input is management's estimate of required market rate of return. The market rate of return is based on comparison to recent LIHTC sales in the market. Significant increases (decreases) in this input would result in a significantly lower (higher) carrying value of the investments.

#### **Commercial Mortgage Servicing Rights**

The amounts below for commercial MSRs are periodically evaluated for impairment and reflect an impairment of three strata at March 31, 2012 and December 31, 2011, respectively. For purposes of impairment, the commercial MSRs are



stratified based on asset type, which characterizes the predominant risk of the underlying financial asset. The fair value of commercial MSRs is estimated by using a discounted cash flow model incorporating unobservable inputs for assumptions as to constant prepayment rates, discount rates and other factors. Significant increases (decreases) in constant prepayment rates and discount rates would result in significantly lower (higher) commercial MSR value determined based on current market conditions and expectations.

#### **OREO and Foreclosed Assets**

The amounts below for OREO and foreclosed assets represent the carrying value of OREO and foreclosed assets for which valuation adjustments were recorded subsequent to the transfer to OREO. Valuation adjustments are based on the fair value less cost to sell of the property. Fair value is based on appraised value or sales price. As part of the appraisal process, persons ordering or reviewing appraisals are independent of the asset manager. The ongoing performance of appraisers is regularly reviewed. Additionally, appraisals must be provided by licensed or certified appraisers and conform to the Uniform Standards of Professional Appraisal Practice. For commercial properties in excess of \$250,000 appraisals are obtained at least annually. In certain instances (e.g., physical changes in the property), a more recent appraisal is obtained. For commercial properties of \$250,000 and less, there is no requirement to obtain an appraisal. In instances where an appraisal is not obtained, the collateral value is determined consistent with external third party appraisal standards, by an internal person independent of the asset manager. In instances where we have agreed to sell the property to a third party, the fair value is based on the contractual sale price adjusted for costs to sell. The significant unobservable inputs for OREO and foreclosed assets are the appraised value or the sales price. The estimated costs to sell are incremental direct costs to transact a sale such as broker commissions, legal, closing costs and title transfer fees. The costs must be essential to the

sale and would not have been incurred if the decision to sell had not been made. The costs to sell are based on costs associated with our actual sales of commercial and residential OREO which are assessed annually. We have a real estate valuation services group whose sole function is to manage the real estate appraisal solicitation and evaluation process for commercial loans. All third-party appraisals are reviewed by this group, including consideration of comments/questions on the appraisal by the reviewer, asset manager, and credit officer. Upon resolving these comments/questions through discussions with the third-party appraiser, adjustments to the initial appraisal may occur and be incorporated into the final issued appraisal report.

#### **Long-Lived Assets Held for Sale**

The amounts below for Long-lived assets held for sale represent the carrying value of the asset for which valuation adjustments were recorded during the current year and subsequent to the transfer to Long-lived assets held for sale. Valuation adjustments are based on the fair value of the property less an estimated cost to sell. Fair value is determined either by a recent appraisal, recent sales offer or changes in market or property conditions. Appraisals are provided by licensed or certified appraisers. Where we have agreed to sell the property to a third party, the fair value is based on the contractual sale price. The significant unobservable inputs for long-lived assets held for sale are the appraised value, the sales price or the changes in market or property conditions. Changes in market or property conditions are subjectively determined by management through observation of the physical condition of the property along with the condition of properties in the surrounding market place. The availability and recent sales of similar properties is also considered. The range of fair values vary significantly as this category often includes smaller properties such as offsite ATM locations and smaller rural branches up to large commercial buildings, operation centers or urban branches.

#### **FAIR VALUE MEASUREMENTS – NONRECURRING (a)**

In millions	Fair Value		Gains (Losses) Three months ended	
	March 31 2012	December 31 2011	March 31 2012	March 31 2011
<b>Assets</b>				
Nonaccrual loans	\$ 223	\$ 253	\$ (86)	\$ (71)
Loans held for sale	131	130	(10)	(1)
Equity investments	4	1		
Commercial mortgage servicing rights	418	457	5	(35)
OREO and foreclosed assets	223	223	(26)	(29)
Long-lived assets held for sale	7	17	(7)	(1)
<b>Total assets</b>	<b>\$ 1,006</b>	<b>\$ 1,081</b>	<b>\$ (124)</b>	<b>\$ (137)</b>

(a) All Level 3, except for \$15 million included in Loans held for sale which is categorized as Level 2 as of March 31, 2012.

Quantitative Information about the significant unobservable inputs within Level 3 Nonrecurring Assets follow.

**Fair Value Measurements – Nonrecurring Quantitative Information**

Level 3 Instruments Only In millions	Fair Value March 31 2012	Valuation Techniques	Unobservable Inputs	Range (Weighted Average) (a)
<b>Assets</b>				
Nonaccrual loans	\$ 223	Fair value of collateral	Loss Severity	9.0% - 83.0% (45.0%)
			Appraised value	\$2 - \$16.5 (\$4.4)
Loans held for sale	116	Discounted cash flow	Spread over the benchmark curve (b)	68bps - 293bps (214bps)
			Embedded servicing value	0.80% - 2.55% (1.62%)
Equity investments	4	Discounted cash flow	Market rate of return	6.0%
Commercial mortgage servicing rights	418	Discounted cash flow	Constant prepayment rate (CPR)	13.0% - 30.00% (21.95%)
			Discount rate	6.00% - 9.00% (7.88%)
OREO and foreclosed assets	223	Fair value of collateral	Appraised value	\$0 - \$11.0 (\$0.5)
			Sales price	\$0 - \$5.0 (\$0.2)
Long-lived assets held for sale	7	Market Comparables	Appraised value	\$0.0 - \$0.9 (\$0.3)
			Sales price	\$0.1 - \$1.3 (\$0.4)
			Adjustments for market/property conditions	\$0.0 - \$0.1 (\$0.0)
<b>Total Assets</b>	<b>\$ 991</b>			

(a) Where dollar amounts are disclosed, the amounts represent the lowest and highest fair value of the respective assets in the population except for adjustments for market/property conditions which represents the range of adjustments to individual properties.

(b) The assumed yield spread over benchmark curve for each instrument is generally intended to incorporate non-interest-rate risks such as credit and liquidity risks.

**FINANCIAL ASSETS ACCOUNTED FOR UNDER 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, certain portfolio loans, 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 2012 and 2011 were not material.

**Residential Mortgage Loans Held for Sale and in Portfolio**

Interest income on these loans is recorded as earned and reported on the Consolidated Income Statement in Other interest income. Throughout 2011 and the first three months

of 2012, 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 2012 and 2011 were not material.

**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 2012 and 2011 were not material.

**Residential Mortgage-Backed Agency Securities with Embedded Derivatives**

Interest income on securities is reported on the Consolidated Income Statement in Interest income.

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 2012	March 31 2011
<b>Assets</b>		
Customer resale agreements	\$ (4)	\$ (8)
Residential mortgage-backed agency securities with embedded derivatives (b)	14	
Commercial mortgage loans held for sale	(6)	(7)
Residential mortgage loans held for sale	87	48
Residential mortgage loans – portfolio	(17)	10
BlackRock Series C Preferred Stock	31	51

(a) The impact on earnings of offsetting hedged items or hedging instruments is not reflected in these amounts.

(b) These residential mortgage-backed agency securities with embedded derivatives were carried as trading securities.

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
<b>March 31, 2012</b>			
Customer resale agreements	\$ 688	\$ 648	\$ 40
Residential mortgage-backed agency securities with embedded derivatives (a)	116	103	13
Residential mortgage loans held for sale			
Performing loans	1,360	1,320	40
Loans 90 days or more past due	22	30	(8)
Nonaccrual loans	5	10	(5)
Total	1,387	1,360	27
Commercial mortgage loans held for sale (b)			
Performing loans	828	963	(135)
Nonaccrual loans	12	18	(6)
Total	840	981	(141)
Residential mortgage loans—portfolio			
Performing loans	78	105	(27)
Loans 90 days or more past due (c)	138	149	(11)
Nonaccrual loans	57	173	(116)
Total	\$ 273	\$ 427	\$ (154)
<b>December 31, 2011</b>			
Customer resale agreements	\$ 732	\$ 686	\$ 46
Residential mortgage-backed agency securities with embedded derivatives (a)	1,058	864	194
Residential mortgage loans held for sale			
Performing loans	1,501	1,439	62
Loans 90 days or more past due	19	25	(6)
Nonaccrual loans	2	4	(2)
Total	1,522	1,468	54
Commercial mortgage loans held for sale (b)			
Performing loans	829	962	(133)
Nonaccrual loans	14	27	(13)
Total	843	989	(146)
Residential mortgage loans—portfolio			
Performing loans	74	97	(23)
Loans 90 days or more past due (c)	90	95	(5)
Nonaccrual loans	63	176	(113)
Total	\$ 227	\$ 368	\$ (141)

(a) These residential mortgage-backed agency securities with embedded derivatives were carried as Trading securities.

(b) There were no loans 90 days or more past due within this category at March 31, 2012 or December 31, 2011.

(c) The majority of these loans are government insured loans, which positively impacts the fair value.

# **ADDITIONAL FAIR VALUE INFORMATION RELATED TO FINANCIAL INSTRUMENTS**

In millions	March 31, 2012					December 31, 2011	
	Carrying Amount	Fair Value Total	Level 1	Level 2	Level 3	Carrying Amount	Fair Value
<b>Assets</b>							
Cash and due from bank	\$ 4,162	\$ 4,162	\$4,162			\$ 4,105	\$ 4,105
Short-term assets	4,630	4,630		\$ 4,630		4,462	4,462
Trading securities	2,639	2,639	1,016	1,584	\$ 39	2,513	2,513
Investment securities	64,554	64,939	2,422	55,219	7,298	60,634	61,018
Loans held for sale	2,456	2,457		1,387	1,070	2,936	2,939
Net loans (excludes leases)	165,426	167,474		267	167,207	148,254	151,167
Other assets	4,255	4,255		2,485	1,770	4,019	4,019
Mortgage servicing rights	1,152	1,167			1,167	1,115	1,118
Financial derivatives							
Designated as hedging instruments under GAAP	1,732	1,732		1,732		1,888	1,888
Not designated as hedging instruments under GAAP	6,971	6,971	12	6,875	84	7,575	7,575
Total Assets	\$257,977	\$260,426	\$7,612	\$ 74,179	\$178,635	\$237,501	\$240,804
<b>Liabilities</b>							
Demand, savings and money market deposits	\$174,512	\$174,512		\$174,512		\$156,335	\$156,335
Time deposits	31,615	31,838		31,838		31,632	31,882
Borrowed funds	42,821	45,029	\$ 393	43,768	\$ 868	36,966	39,064
Financial derivatives							
Designated as hedging instruments under GAAP	118	118		118		116	116
Not designated as hedging instruments under GAAP	6,843	6,843	8	6,501	334	7,490	7,490
Unfunded loan commitments and letters of credit	228	228			228	223	223
Total Liabilities	\$256,137	\$258,568	\$ 401	\$256,737	\$ 1,430	\$232,762	\$235,110

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 DUE FROM BANKS**

The carrying amounts reported on our Consolidated Balance Sheet for cash and due from banks approximate fair values.

For purposes of this disclosure only, cash and due from banks include the following:

- due from banks, and
- interest-earning deposits with banks.

Cash and due from banks are classified as Level 1.

## **SHORT-TERM ASSETS**

The carrying amounts reported on our Consolidated Balance Sheet for 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:

- federal funds sold and resale agreements,
- cash collateral,
- customers' acceptances, and
- accrued interest receivable.

Short-term assets are classified as Level 2.

## **SECURITIES**

Securities include both the investment securities (comprised of available for sale and held to maturity securities) and trading portfolios. We primarily use prices obtained from pricing services, dealer quotes or recent trades to determine the fair value of securities. As of March 31, 2012, 86% of the

positions in these portfolios were priced by pricing services provided by third party vendors. The third-party vendors use a variety of methods when pricing securities that incorporate relevant market data to arrive at an estimate of what a buyer in the marketplace would pay for a security under current market conditions. One of the vendor's prices are set with reference to market activity for highly liquid assets such as U.S. Treasury and agency securities and agency mortgage-backed securities, and matrix pricing for other asset classes, such as commercial mortgage and other 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, commercial mortgage-backed securities, and municipal bonds. Management uses various methods and techniques to validate prices obtained from pricing services and dealers, including reference to another third-party source, by reviewing valuations of comparable instruments, or by comparison to internal valuations.

#### **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 carrying value, 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 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. Nonaccrual 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 preceding 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 preceding table.

Refer to the Fair Value Measurement section of this Note 8 regarding the fair value of equity investments.

The aggregate carrying value of our investments that are carried at cost and FHLB and FRB stock was \$2.1 billion at March 31, 2012 and \$1.9 billion as of December 31, 2011, 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 rates, discount rates, default 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, 2012 and December 31, 2011 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. All deposits are classified as Level 2.

#### **BORROWED FUNDS**

The carrying amounts of Federal funds purchased, commercial paper, repurchase agreements, trading securities sold short, 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 our obligation on substantially all unfunded loan commitments and letters of credit varies with changes in interest 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. These instruments are classified as Level 3.

#### **FINANCIAL DERIVATIVES**

Refer to the Fair Value Measurement section of this Note 8 regarding the fair value of financial derivatives.

## NOTE 9 GOODWILL AND OTHER INTANGIBLE ASSETS

Changes in goodwill by business segment during the first three months of 2012 follow:

### Changes in Goodwill by Business Segment (a)

In millions	Retail Banking	Corporate & Institutional Banking	Asset Management Group	Residential Mortgage Banking	Other	Total
December 31, 2011	\$5,394	\$ 2,763	\$ 69	\$ 43	\$ 16	\$8,285
RBC Bank (USA) Acquisition	429	472		2	51	954
Other	(28)	(21)	(5)		(16)	(70)
<b>March 31, 2012</b>	<b>\$5,795</b>	<b>\$ 3,214</b>	<b>\$ 64</b>	<b>\$ 45</b>	<b>\$ 51</b>	<b>\$9,169</b>

(a) The Non-Strategic Assets Portfolio business segment does not have any goodwill allocated to it.

Changes in goodwill and other intangible assets during the first three months of 2012 follow:

### Summary of Changes in Goodwill and Other Intangible Assets

In millions	Goodwill	Customer-Related	Servicing Rights
December 31, 2011	\$ 8,285	\$ 742	\$ 1,117
Additions/adjustments:			
RBC Bank (USA) Acquisition	954	164	16
Other (a)	(70)		
Mortgage and other loan servicing rights			70
Net impairment charge			(19)
Amortization		(40)	(31)
<b>March 31, 2012</b>	<b>\$ 9,169</b>	<b>\$ 866</b>	<b>\$ 1,153</b>

(a) Primarily related to correction of amount for an acquisition affecting prior periods.

Assets and liabilities of acquired entities are recorded at estimated fair value as of the acquisition date.

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 2012	December 31 2011
Customer-related and other intangibles		
Gross carrying amount	\$ 1,689	\$ 1,525
Accumulated amortization	(823)	(783)
Net carrying amount	\$ 866	\$ 742
Mortgage and other loan servicing rights		
Gross carrying amount	\$ 2,082	\$ 2,009
Valuation allowance	(192)	(197)
Accumulated amortization	(737)	(695)
Net carrying amount	\$ 1,153	\$ 1,117
Total	\$ 2,019	\$ 1,859

Our other intangible assets have finite lives and are amortized primarily on a straight-line basis. Core deposit intangibles are amortized on an accelerated basis.

For customer-related and other intangibles, the estimated remaining useful lives range from 1 year to 12 years, with a weighted-average remaining useful life of 9 years.

Amortization expense on existing intangible assets follows:

### Amortization Expense on Existing Intangible Assets

In millions	
Three months ended March 31, 2012	\$ 71
Three months ended March 31, 2011	70
Remainder of 2012	205
2013	243
2014	217
2015	204
2016	175
2017	139

Changes in commercial mortgage servicing rights follow:

### Commercial Mortgage Servicing Rights

In millions	2012	2011
January 1	\$ 468	\$665
Additions (a)	9	43
Net impairment charge	(19)	(35)
Amortization expense	(30)	(28)
March 31	\$ 428	\$645
Valuation allowance:		
January 1	\$(197)	\$(40)
Provision	(24)	(39)
Recoveries	5	4
Other (b)	24	
March 31	(192)	(75)

(a) Additions for the first three months of 2012 and first three months of 2011 included \$9 and \$15 million, respectively, from loans sold with servicing retained. Additions

for the first three months of 2011 included \$28 million from purchases of servicing rights from third parties.

(b) Represents impairment of servicing rights considered to be permanent.

We recognize as an other intangible asset the right to service mortgage loans for others. Commercial MSR's are purchased and originated when loans are sold with servicing retained. Commercial MSR's are initially recorded at fair value. These rights are subsequently accounted for at the lower of amortized cost or fair value, and are substantially amortized in proportion to and over the period of estimated net servicing income of 5 to 10 years.

Commercial MSR's are periodically evaluated for impairment. For purposes of impairment, the commercial MSR's 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 MSR's is estimated by using a discounted cash flow model incorporating unobservable inputs for assumptions as to constant prepayment rates, discount rates and other factors determined based on current market conditions and expectations.

Changes in the residential MSR's follow:

#### *Residential Mortgage Servicing Rights*

In millions	2012	2011
January 1	\$ 647	\$ 1,033
Additions:		
From loans sold with servicing retained	29	39
RBC Bank (USA) Acquisition	16	
Purchases	48	48
Changes in fair value due to:		
Time and payoffs (a)	(36)	(47)
Other (b)	20	36
March 31	\$ 724	\$ 1,109
Unpaid principal balance of loans serviced for others at March 31	\$121,129	\$127,246

(a) Represents decrease in MSR value due to passage of time, including the impact from both regularly scheduled loan principal payments and loans that were paid down or paid off during the period.

(b) Represents MSR 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. MSR's 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 MSR's with securities and derivative instruments which are expected to increase (or decrease) in value when the value of MSR's declines (or increases).

The fair value of residential MSR's is estimated by using a cash flow valuation model which calculates the present value of estimated future net servicing cash flows, taking into consideration actual and expected mortgage loan prepayment rates, discount rates, servicing costs, and other economic factors which are determined based on current market conditions.

The fair value of residential and commercial MSR's and significant inputs to the valuation models as of March 31, 2012 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 current market conditions. Future interest rates are another important factor in the valuation of MSR's. 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.

A sensitivity analysis of the hypothetical effect on the fair value of MSR's 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 MSR's 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 2012	December 31 2011
Fair value	<b>\$433</b>	<b>\$471</b>
Weighted-average life (years)	<b>5.8</b>	5.9
Prepayment rate range	<b>13%-30%</b>	13%-28%
Decline in fair value from 10% adverse change	<b>\$5</b>	\$6
Decline in fair value from 20% adverse change	<b>\$9</b>	\$11
Effective discount rate range	<b>6%-9%</b>	6%-9%
Decline in fair value from 10% adverse change	<b>\$8</b>	\$9
Decline in fair value from 20% adverse change	<b>\$16</b>	\$18

**Residential Mortgage Loan Servicing Assets – Key Valuation Assumptions**

Dollars in millions	March 31 2012	December 31 2011
Fair value	<b>\$724</b>	<b>\$647</b>
Weighted-average life (years)	<b>4.3</b>	3.6
Weighted-average constant prepayment rate	<b>18.60%</b>	22.10%
Decline in fair value from 10% adverse change	<b>\$47</b>	\$44
Decline in fair value from 20% adverse change	<b>\$90</b>	\$84
Weighted-average option adjusted spread	<b>11.68%</b>	11.77%
Decline in fair value from 10% adverse change	<b>\$29</b>	\$25
Decline in fair value from 20% adverse change	<b>\$57</b>	\$48

Fees from mortgage and other loan servicing comprised of contractually specified servicing fees, late fees, and ancillary fees follows:

**Fees from Mortgage and Other Loan Servicing**

In millions	2012	2011
Three months ended March 31	<b>\$154</b>	\$159

We also generate servicing fees from fee-based activities provided to others.

Fees from commercial MSRs, residential MSRs 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 (“Trusts”) are described in Note 13 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in our 2011 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.

Due to the April 25, 2012 redemption of trust preferred securities issued by PNC Capital Trust D and the related junior subordinated note, effective April 25, 2012, the beneficiaries of the replacement capital covenant for PNC Capital Trust E described in Note 13 of our 2011 Form 10-K are the holders of our 6 7/8% Subordinated Notes due May 15, 2019.

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 2011 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 2011 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**

Our perpetual trust securities are described in Note 13 in our 2011 Form 10-K. Our 2011 Form 10-K also 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 2011 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. PNC reserves the right to terminate or make plan changes at any time.

PNC acquired RBC Bank (USA) during the first quarter of 2012. RBC employees will become eligible to participate in PNC's pension and postretirement medical benefits upon attainment of certain criteria.

The components of our net periodic pension and post-retirement benefit cost for the first three months of 2012 and 2011 were as follows:

#### Net Periodic Pension and Postretirement Benefits Costs

	Qualified Pension Plan		Nonqualified Retirement Plans		Postretirement Benefits	
	2012	2011	2012	2011	2012	2011
<b>Three months ended March 31</b>						
<b>In millions</b>	<b>2012</b>	<b>2011</b>	<b>2012</b>	<b>2011</b>	<b>2012</b>	<b>2011</b>
Net periodic cost consists of:						
Service cost	\$ 26	\$ 27	\$ 1	\$ 1	\$ 1	\$ 1
Interest cost	48	49	3	3	4	5
Expected return on plan assets	(71)	(75)				
Amortization of prior service cost	(2)	(2)			(1)	(1)
Amortization of actuarial losses	22	4	2	1	1	1
Net periodic cost (benefit)	\$ 23	\$ 3	\$ 6	\$ 5	\$ 5	\$ 6

### STOCK BASED COMPENSATION PLANS

As more fully described in Note 15 Stock Based Compensation Plans in our 2011 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, 2012, no stock appreciation rights were outstanding.

Total compensation expense recognized related to all share-based payment arrangements during the first three months of 2012 and 2011 was \$31 million and \$30 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 by surrendering 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	2012	2011
Risk-free interest rate	1.1%	2.8%
Dividend yield	2.3	0.6
Volatility	35.1	34.7
Expected life	5.9 yrs.	5.9 yrs.
Grant-date fair value	\$ 16.22	\$ 22.82

## Stock Option Rollforward

	PNC		PNC Options Converted From National City Options		Total	
In thousands, except weighted-average data	Shares	Weighted-Average Exercise Price	Shares	Weighted-Average Exercise Price	Shares	Weighted-Average Exercise Price
Outstanding at December 31, 2011	17,490	\$ 54.48	949	\$684.40	18,439	\$ 86.90
Granted	461	60.70			461	60.70
Exercised	(1,114)	49.92			(1,114)	49.92
Cancelled	(409)	61.77	(15)	390.97	(424)	73.84
<b>Outstanding at March 31, 2012</b>	<b>16,428</b>	<b>\$ 54.78</b>	<b>934</b>	<b>\$689.29</b>	<b>17,362</b>	<b>\$ 88.90</b>
<b>Exercisable at March 31, 2012</b>	<b>13,303</b>	<b>\$ 53.23</b>	<b>934</b>	<b>\$689.29</b>	<b>14,237</b>	<b>\$ 94.94</b>

During the first three months of 2012, we issued approximately 1.1 million 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 is 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 ("P&CC") 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 2012, we incorporated several risk-related performance changes to certain incentive performance unit awards made under our long-term incentive compensation programs. In addition to achieving certain financial performance metrics relative to our peers, the final payout amount will be subject to a negative adjustment if PNC fails to meet certain risk-related performance metrics as specified in the award agreement. However, the P&CC has the discretion to reduce any or all of this negative adjustment under certain circumstances. These awards 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 were granted in 2012 to certain of our executives in lieu of stock options, with generally the same terms and conditions as the 2011 awards of the same.

### Nonvested Incentive/Performance Unit Share Awards and Restricted Stock/Unit Awards – Rollforward

Shares in thousands	Nonvested Incentive/ Performance Unit Shares	Weighted-Average Grant Date Fair Value	Nonvested Restricted Stock/ Unit Shares	Weighted-Average Grant Date Fair Value
December 31, 2011	830	\$ 61.68	2,512	\$ 54.87
Granted	465	60.70	1,251	60.60
Vested/Released	(96)	64.21	(767)	45.43
Forfeited	(7)	58.51	(23)	58.51
<b>March 31, 2012</b>	<b>1,192</b>	<b>\$ 61.11</b>	<b>2,973</b>	<b>\$ 59.68</b>

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, 2012, there was \$123 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

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, 2012, there were 823,002 of these cash-payable restricted share units outstanding.

A summary of all nonvested, cash-payable restricted share unit activity follows:

***Nonvested Cash-Payable Restricted Share Unit – Rollforward***

In thousands	Nonvested Cash- Payable Restricted Unit Shares	Aggregate Intrinsic Value
Outstanding at December 31, 2011	1,052	
Granted	543	
Vested and Released	(629)	
Forfeited		
<b>Outstanding at March 31, 2012</b>	<b>966</b>	<b>\$62,326</b>

**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. 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 2011 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, derivatives hedging the variability of expected future cash flows are considered cash flow hedges, and derivatives

hedging a net investment in a foreign subsidiary are considered net investment 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.

***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 may include bank notes, Federal Home Loan Bank borrowings, and senior and subordinated debt. We also enter into pay-fixed, receive-variable interest rate swaps, and zero-coupon swaps to hedge changes in the fair value of fixed rate and zero-coupon 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.

The ineffective portion of the change in value of our fair value hedge derivatives resulted in net losses of \$20 million for the first three months of 2012 compared with net losses of \$7 million for the first three months of 2011.

***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, 2012, we expect to reclassify from the amount currently reported in Accumulated other comprehensive income net derivative gains of \$357 million pretax, or \$232 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 de-designations, and the addition of other hedges subsequent to March 31, 2012. The maximum length of time over which forecasted loan cash flows are hedged is 9 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 investment securities. 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, 2012, we expect to reclassify from the amount currently reported in Accumulated other comprehensive loss, net derivative gains of \$66 million pretax, or \$43 million after-tax, as adjustments of yield on investment securities. The maximum length of time we are hedging forecasted purchases is four months. There were no amounts in Accumulated other comprehensive income related to the forecasted sale of securities at March 31, 2012.

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 2012 and 2011, 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. The amount of cash flow hedge ineffectiveness recognized in income for the first three months of 2012 and 2011 was not material to PNC's results of operations.

#### ***Net Investment Hedges***

We enter into foreign currency forward contracts to hedge non-U.S. Dollar (USD) net investments in foreign subsidiaries against adverse changes in foreign exchange rates. We assess whether the hedging relationship is highly effective in achieving offsetting changes in the value of the hedge and hedged item by qualitatively verifying that the critical terms of the hedge and hedged item match at the inception of the hedging relationship and on an ongoing basis. There were no components of derivative gains or losses excluded from the assessment of the hedge effectiveness.

At March 31, 2012, there was no net investment hedge ineffectiveness.

Further detail regarding the notional amounts, fair values and gains and losses recognized related to derivatives used in fair value, cash flow, and net investment hedge strategies is presented in the tables that follow.

#### ***DERIVATIVES NOT DESIGNATED IN HEDGE RELATIONSHIPS***

We also enter into derivatives that 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 as well as US 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, 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 the loans, and the related loan commitments, which are considered derivatives, 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.

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, foreign exchange contracts, and equity contracts. We primarily manage our market risk exposure from customer transactions by entering into a variety of hedging 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. The fair value of the written caps and floors liability on our Consolidated Balance Sheet was \$6 million at both March 31, 2012 and December 31, 2011. 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, 2012, we held cash, US government securities and mortgage-backed securities totaling \$1.2 billion under these agreements. We pledged cash and US government securities of \$845 million under these agreements. To the

extent not netted against derivative fair values under a master netting agreement, the receivable for cash pledged is included in Other assets and the obligation for 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, 2012 was \$983 million for which PNC had posted collateral of \$831 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, 2012, would be an additional \$152 million.

**Derivatives Total Notional or Contractual Amounts and Estimated Net Fair Values**

	Asset Derivatives				Liability Derivatives			
	March 31, 2012		December 31, 2011		March 31, 2012		December 31, 2011	
	Notional/ Contract Amount	Fair Value (a)	Notional/ Contract Amount	Fair Value (a)	Notional/ Contract Amount	Fair Value (b)	Notional/ Contract Amount	Fair Value (b)
<b>In millions</b>								
<b>Derivatives designated as hedging instruments under GAAP</b>								
Interest rate contracts:								
Cash flow hedges	\$ 14,190	\$ 499	\$ 16,542	\$ 572	\$ 175	\$ 1	\$ 93	\$ 116
Fair value hedges	10,549	1,233	10,476	1,316	2,916	105	1,797	
Foreign exchange contracts:								
Net investment hedge					609	12	326	
<b>Total derivatives designated as hedging instruments</b>	<b>\$ 24,739</b>	<b>\$ 1,732</b>	<b>\$ 27,018</b>	<b>\$ 1,888</b>	<b>\$ 3,700</b>	<b>\$ 118</b>	<b>\$ 2,216</b>	<b>\$ 116</b>
<b>Derivatives not designated as hedging instruments under GAAP</b>								
<b>Derivatives used for residential mortgage banking activities:</b>								
Residential mortgage servicing								
Interest rate contracts	\$ 126,934	\$ 3,143	\$ 122,395	\$ 3,390	\$ 77,756	\$ 2,609	\$ 63,226	\$ 2,854
Loan sales								
Interest rate contracts	8,533	59	7,394	68	3,973	12	3,976	39
Subtotal	\$ 135,467	\$ 3,202	\$ 129,789	\$ 3,458	\$ 81,729	\$ 2,621	\$ 67,202	\$ 2,893
<b>Derivatives used for commercial mortgage banking activities:</b>								
Interest rate contracts	\$ 1,580	\$ 68	\$ 1,476	\$ 54	\$ 867	\$ 84	\$ 1,149	\$ 80
Credit contracts:								
Credit default swaps	95	3	95	5				
Subtotal	\$ 1,675	\$ 71	\$ 1,571	\$ 59	\$ 867	\$ 84	\$ 1,149	\$ 80
<b>Derivatives used for customer-related activities:</b>								
Interest rate contracts	\$ 64,623	\$ 3,532	\$ 73,751	\$ 3,804	\$ 68,703	\$ 3,644	\$ 68,981	\$ 3,943
Foreign exchange contracts	7,058	143	6,088	231	6,315	136	5,832	222
Equity contracts	120	3	118	5	60	7	66	8
Credit contracts:								
Risk participation agreements	1,874	6	1,691	6	1,588	4	1,568	5
Subtotal	\$ 73,675	\$ 3,684	\$ 81,648	\$ 4,046	\$ 76,666	\$ 3,791	\$ 76,447	\$ 4,178
<b>Derivatives used for other risk management activities:</b>								
Interest rate contracts	\$ 2,970	\$ 10	\$ 2,190	\$ 6	\$ 1,754	\$ 22	\$ 1,479	\$ 39
Foreign exchange contracts					23	4	25	4
Equity contracts	5	3			6	3		
Credit contracts:								
Credit default swaps	64	1	209	6	50			
Other contracts (c)					363	318	386	296
Subtotal	\$ 3,039	\$ 14	\$ 2,399	\$ 12	\$ 2,196	\$ 347	\$ 1,890	\$ 339
<b>Total derivatives not designated as hedging instruments</b>	<b>\$ 213,856</b>	<b>\$ 6,971</b>	<b>\$ 215,407</b>	<b>\$ 7,575</b>	<b>\$ 161,458</b>	<b>\$ 6,843</b>	<b>\$ 146,688</b>	<b>\$ 7,490</b>
<b>Total Gross Derivatives</b>	<b>\$ 238,595</b>	<b>\$ 8,703</b>	<b>\$ 242,425</b>	<b>\$ 9,463</b>	<b>\$ 165,158</b>	<b>\$ 6,961</b>	<b>\$ 148,904</b>	<b>\$ 7,606</b>
Less: Legally enforceable master netting agreements		5,564		6,052		5,564		6,052
Less: Cash collateral		1,004		1,051		814		843
<b>Total Net Derivatives</b>		<b>\$ 2,135</b>		<b>\$ 2,360</b>		<b>\$ 583</b>		<b>\$ 711</b>

(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 and other contracts.

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	Hedged Items Location	March 31, 2012		March 31, 2011	
			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)	\$ 19	\$ (24)	\$ 15	\$ (14)
Interest rate contracts	Other Debt Securities	Investment securities (interest income)			4	(4)
Interest rate contracts	Subordinated debt	Borrowed funds (interest expense)	(36)	26	(59)	51
Interest rate contracts	Bank notes and senior debt	Borrowed funds (interest expense)	(53)	48	(50)	50
Total			\$ (70)	\$ 50	\$ (90)	\$ 83

**Derivatives Designated in GAAP Hedge Relationships – Cash Flow Hedges**

Three months ended In millions	Gain (Loss) on Derivatives Recognized in OCI (Effective Portion)	Location	Gain Reclassified from Accumulated OCI into Income (Effective Portion)	Location	Gain Recognized in Income on Derivatives (Ineffective Portion)
March 31, 2012 Interest rate contracts	\$ 53	Interest income	\$ 116	Interest income	\$ —
		Noninterest income	27		
March 31, 2011 Interest rate contracts	\$ 14	Interest income	\$ 88	Interest income	\$ 1
		Noninterest income	34		

**Derivatives Designated in GAAP Hedge Relationships – Net Investment Hedges**

Three months ended In millions	Gain (Loss) on Derivatives Recognized in OCI (Effective Portion)
March 31, 2012	\$ 12
Foreign exchange contracts	

Gains (losses) on derivative instruments not designated in hedge relationships:

**Derivatives Not Designated as Hedging Instruments under GAAP**

In millions	Three months ended March 31	
	2012	2011
<b>Derivatives used for residential mortgage banking activities:</b>		
Residential mortgage servicing		
Interest rate contracts	\$ 83	\$ 11
Loan sales		
Interest rate contracts	22	15
Gains (losses) included in residential mortgage banking activities (a)	\$ 105	\$ 26
<b>Derivatives used for commercial mortgage banking activities:</b>		
Interest rate contracts	\$ 2	\$ 3
Credit contracts	(1)	2
Gains (losses) from commercial mortgage banking activities (b)	\$ 1	\$ 5
<b>Derivatives used for customer-related activities:</b>		
Interest rate contracts	\$ 36	\$ 28
Foreign exchange contracts	17	14
Equity contracts	(2)	(2)
Credit contracts	(1)	
Gains (losses) from customer-related activities (b)	\$ 50	\$ 40
<b>Derivatives used for other risk management activities:</b>		
Interest rate contracts	\$ 1	\$ 1
Foreign exchange contracts		(1)
Credit contracts	(1)	(1)
Other contracts (c)	(54)	(51)
Gains (losses) from other risk management activities (b)	\$ (54)	\$ (52)
Total gains (losses) from derivatives not designated as hedging instruments	\$ 102	\$ 19

(a) Included in residential mortgage noninterest income.

(b) Included in other noninterest income.

(c) Relates to BlackRock LTIP and other contracts.

**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, 2012			December 31, 2011		
	Notional Amount	Estimated Net Fair Value	Weighted- Average Remaining Maturity In Years	Notional Amount	Estimated Net Fair Value	Weighted- Average Remaining Maturity In Years
<b>Credit Default Swaps – Sold</b>						
Single name				\$ 45	\$ 2	1.8
Index traded	\$ 49	\$ 1	1.7	49		2.0
Total	\$ 49	\$ 1	1.7	\$ 94	\$ 2	1.9
<b>Credit Default Swaps – Purchased</b>						
Single name	\$ 100		3.4	\$ 150	\$ 5	3.8
Index traded	60	\$ 3	36.9	60	4	37.2
Total	\$ 160	\$ 3	16.0	\$ 210	\$ 9	13.3
Total	\$ 209	\$ 4	12.6	\$ 304	\$ 11	9.8



The notional amount of these credit default swaps by credit rating follows:

#### Credit Ratings of Credit Default Swaps

Dollars in millions	March 31 2012	December 31 2011
<b>Credit Default Swaps – Sold</b>		
Investment grade (a)	\$ 39	\$ 84
Subinvestment grade (b)	10	10
Total	\$ 49	\$ 94
<b>Credit Default Swaps – Purchased</b>		
Investment grade (a)	\$ 95	\$ 145
Subinvestment grade (b)	65	65
Total	\$ 160	\$ 210
<b>Total</b>	<b>\$ 209</b>	<b>\$ 304</b>

(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
<b>March 31, 2012</b>	<b>40%</b>	<b>29%</b>	<b>31%</b>
December 31, 2011	59%	20%	21%

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 \$49 million at March 31, 2012 and \$94 million at December 31, 2011.

#### Risk Participation Agreements

We have sold risk participation agreements with terms ranging from less than 1 year to 25 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
<b>March 31, 2012</b>	<b>\$1,588</b>	<b>\$ (4)</b>	<b>7.4</b>
December 31, 2011	\$1,568	\$ (5)	7.5

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, 2012	December 31, 2011
Pass (a)	99%	99%
Below pass (b)	1%	1%

(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, 2012, the exposure from these agreements would be \$129 million based on the fair value of the underlying swaps, compared with \$145 million at December 31, 2011.

## NOTE 13 EARNINGS PER SHARE

### Basic and Diluted Earnings per Common Share

Three months ended March 31  
In millions, except per share data

	2012	2011
<b>Basic</b>		
Net income	\$ 811	\$ 832
Less:		
Net income (loss) attributable to noncontrolling interests	6	(5)
Dividends distributed to common shareholders	184	52
Dividends distributed to preferred shareholders	38	4
Dividends distributed to nonvested restricted shares	2	
Preferred stock discount accretion	1	
Undistributed net income	\$ 580	\$ 781
Percentage of undistributed income allocated to common shares (a)	99.65%	99.68%
Undistributed income allocated to common shares	\$ 578	\$ 779
Plus: common dividends	184	52
Net income attributable to basic common shares	\$ 762	\$ 831
Basic weighted-average common shares outstanding	526	524
Basic earnings per common share	\$ 1.45	\$ 1.59
<b>Diluted</b>		
Net income attributable to basic common shares	\$ 762	\$ 831
Less: BlackRock common stock equivalents	3	5
Net income attributable to diluted common shares	\$ 759	\$ 826
Basic weighted-average common shares outstanding	526	524
Dilutive potential common shares (b) (c)	3	2
Diluted weighted-average common shares outstanding	529	526
Diluted earnings per common share	\$ 1.44	\$ 1.57
(a) Excludes unvested shares issued for Restricted Stock plans		
(b) Excludes stock options considered to be anti-dilutive	5	5
(c) Excludes warrants considered to be anti-dilutive	17	22

# NOTE 14 TOTAL EQUITY AND OTHER COMPREHENSIVE INCOME

Activity in total equity for the first three months of 2011 and 2012 follows.

## 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						122			122
Cash dividends declared									
Common (\$.10 per share)					(52)				(52)
Preferred					(4)				(4)
Preferred stock discount accretion									
Common stock activity (a)				1					1
Treasury stock activity (a)				(13)			(12)		(25)
Other				11				(6)	5
Balance at March 31, 2011 (b)	526	\$ 2,682	\$ 647	\$ 12,056	\$ 16,640	\$ (309)	\$ (584)	\$ 2,585	\$33,717
Balance at January 1, 2012	527	\$ 2,683	\$ 1,637	\$ 12,072	\$ 18,253	\$ (105)	\$ (487)	\$ 3,193	\$37,246
Net income					805			6	811
Other comprehensive income (loss), net of tax						386			386
Cash dividends declared									
Common (\$.35 per share)					(185)				(185)
Preferred					(38)				(38)
Preferred stock discount accretion			1		(1)				
Common stock activity		2		(2)					
Treasury stock activity	1			19			20		39
Other				(15)				(8)	(23)
Balance at March 31, 2012 (b)	528	\$ 2,685	\$ 1,638	\$ 12,074	\$ 18,834	\$ 281	\$ (467)	\$ 3,191	\$38,236

(a) Common and net treasury stock activity totaled less than .5 million shares.

(b) The par value of our preferred stock outstanding was less than \$.5 million at each date and , therefore, is excluded from this presentation.

## Other Comprehensive Income

Details of other comprehensive income (loss) are as follows (in millions):

	Pretax	Tax	After-tax
<b><i>Net unrealized securities gains (losses)</i></b>			
Balance at December 31, 2010			\$ 95
<b><i>2011 activity</i></b>			
Increase in net unrealized gains for non-OTTI securities	\$ 65	\$ (24)	41
Less: net gains realized in net income	37	(13)	24
Net unrealized gains on non-OTTI securities	28	(11)	17
Balance at March 31, 2011			\$ 112
Balance at December 31, 2011			\$ 696
<b><i>2012 activity</i></b>			
Increase in net unrealized gains for non-OTTI securities	\$ 301	\$ (111)	190
Less: net gains realized in net income	63	(23)	40
Net unrealized gains on non-OTTI securities	238	(88)	150
<b>Balance at March 31, 2012</b>			<b>\$ 846</b>
<b><i>Net OTTI losses on debt securities</i></b>			
Balance at December 31, 2010			\$(646)
<b><i>2011 activity</i></b>			
Net decrease in OTTI losses on debt securities	\$ 197	\$ (72)	125
Less: Net OTTI losses realized in net income	(34)	12	(22)
Net unrealized gains (losses) on OTTI securities	231	(84)	147
Balance at March 31, 2011			\$(499)
Balance at December 31, 2011			\$(738)
<b><i>2012 activity</i></b>			
Net decrease in OTTI losses on debt securities	\$ 362	\$ (133)	229
Less: Net losses realized on sales of securities	(6)	2	(4)
Less: Net OTTI losses realized in net income	(38)	14	(24)
Net unrealized gains (losses) on OTTI securities	406	(149)	257
<b>Balance at March 31, 2012</b>			<b>\$(481)</b>

	Pretax	Tax	After-tax
<b><i>Net unrealized gains (losses) on cash flow hedge derivatives</i></b>			
Balance at December 31, 2010			\$522
<b><i>2011 activity</i></b>			
Increase in net unrealized gains on cash flow hedge derivatives	\$ 14	\$ (5)	9
Less: net gains realized in net income	122	(45)	77
Net unrealized gains on cash flow hedge derivatives	(108)	40	(68)
Balance at March 31, 2011			\$454
Balance at December 31, 2011			\$717
<b><i>2012 activity</i></b>			
Increase in net unrealized gains on cash flow hedge derivatives	\$ 53	\$ (19)	34
Less: net gains realized in net income	143	(52)	91
Net unrealized gains on cash flow hedge derivatives	(90)	33	(57)
<b>Balance at March 31, 2012</b>			<b>\$660</b>

	Pretax	Tax	After-tax
<b>Pension and other postretirement benefit plan adjustments</b>			
Balance at December 31, 2010			\$(380)
2011 Activity	\$ 16	\$(6)	10
Balance at March 31, 2011			\$(370)
Balance at December 31, 2011			\$(755)
2012 Activity	\$ 48	\$(17)	31
Balance at March 31, 2012			\$(724)
<b>Other (a)</b>			
Balance at December 31, 2010			\$ (22)
2011 Activity			
Foreign currency translation adj.	\$ 33	\$(17)	16
Total 2011 activity	33	(17)	16
Balance at March 31, 2011			\$ (6)
Balance at December 31, 2011			\$ (25)
2012 Activity			
Foreign currency translation adj.	\$ 12	\$(4)	8
BlackRock deferred tax adj.		(3)	(3)
Total 2012 activity	12	(7)	5
<b>Balance at March 31, 2012</b>			<b>\$ (20)</b>

(a) Consists of foreign currency translation adjustments and deferred tax adjustments on BlackRock's other comprehensive income in 2012.

#### Accumulated Other Comprehensive Income (Loss) Components

In millions	March 31, 2012		December 31, 2011	
	Pretax	After-tax	Pretax	After-tax
Net unrealized securities gains	\$ 1,336	\$ 846	\$ 1,098	\$ 696
OTTI losses on debt securities	(760)	(481)	(1,166)	(738)
Net unrealized gains on cash flow hedge derivatives	1,041	660	1,131	717
Pension and other postretirement benefit plan adjustments	(1,143)	(724)	(1,191)	(755)
Other, net	(39)	(20)	(51)	(25)
Accumulated other comprehensive income (loss)	\$ 435	\$ 281	\$ (179)	\$(105)

#### NOTE 15 INCOME TAXES

The net operating loss carryforwards at March 31, 2012 and December 31, 2011 follow:

#### Net Operating Loss Carryforwards and Tax Credit Carryforwards

In millions	March 31, 2012	December 31, 2011
<b>Net Operating Loss Carryforwards:</b>		
Federal	\$ 1,668	\$ 30
State	2,693	1,460
Valuation allowance – State	46	14
<b>Tax Credit Carryforwards:</b>		
Federal	\$ 94	\$ 112
State	3	3

The federal net operating loss carryforwards expire from 2027 to 2028. The state net operating loss carryforwards will expire from 2012 to 2031. The majority of the tax credit carryforwards expire in 2031. The large increases in the net operating loss carryforwards are primarily attributable to the RBC Bank (USA) acquisition.

Examinations are complete for PNC's consolidated federal income tax returns through 2006 having no outstanding unresolved issues. The Internal Revenue Service (IRS) is currently examining PNC's 2007 and 2008 returns. National City's consolidated federal income tax returns through 2007 have been audited by the IRS. Certain adjustments remain under review by the IRS Appeals division for years 2003 through 2007. The IRS is currently examining National City's 2008 return. PNC also continues to be under examination with several state taxing authorities.

We had unrecognized tax benefits of \$220 million at March 31, 2012 and \$209 million at December 31, 2011. At March 31, 2012, \$107 million of unrecognized tax benefits, if recognized, would favorably impact the effective income tax rate.

It is reasonably possible that the liability for unrecognized tax benefits could increase or decrease in the next twelve months due to completion of tax authorities' exams or the expiration of statutes of limitations. Management estimates that the liability for unrecognized tax benefits could decrease by \$83 million within the next twelve months.

## NOTE 16 LEGAL PROCEEDINGS

We establish accruals for legal proceedings, including litigation and regulatory and governmental investigations and inquiries, 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. When we are able to do so, 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 disclosed legal proceedings (“Disclosed Matters,” which are those matters disclosed in this Note 16 and also those matters disclosed in Note 22 Legal Proceedings in Part II, Item 8 of our 2011 Form 10-K (such prior disclosure referred to as “Prior Disclosure”) that are still pending). For Disclosed Matters where we are able to estimate such possible losses or ranges of possible losses, as of March 31, 2012, we estimate that it is reasonably possible that we could incur losses in an aggregate amount of up to approximately \$550 million. 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, 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 Disclosed Matter, 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 or in addition to 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 Disclosed Matters, the amount disclosed above does not represent our maximum reasonably possible loss exposure for all of the Disclosed Matters. 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 Disclosed Matters 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 Disclosed Matters may be offset by applicable insurance coverage. We do not consider the possible availability of insurance coverage in determining the amounts of any accruals (although we record the amount of related insurance recoveries that are deemed probable up to the amount of the accrual) or in determining any estimates of possible losses or ranges of possible losses.

### SECURITIES AND STATE LAW FIDUCIARY CASES AGAINST NATIONAL CITY

- In January 2008, a lawsuit (*In re National City Corporation Securities, Derivative & ERISA Litigation (The Securities Case)*) (MDL No. 2003, Case No: 1:08-nc-70004-SO) was filed in the United States District Court for the Northern District of Ohio against National City and certain officers and directors of National City. As amended, this lawsuit was brought as a class action on behalf of purchasers of National City’s stock during the period April 30, 2007 to April 21, 2008 and also on behalf of everyone who acquired National City stock pursuant to a registration statement filed in connection with its acquisition of MAF Bancorp in 2007. The amended complaint alleged violations of federal securities laws regarding public statements and disclosures relating to, among other things, the nature, quality, performance, and risks of National City’s non-prime, residential construction, and National Home Equity portfolios, its loan loss reserves, its financial condition, and related allegedly false and misleading financial statements. In the amended complaint, the plaintiffs sought, among other things, unspecified damages and attorneys’ fees. In August 2011, the parties entered into a memorandum of understanding providing for the settlement of the lawsuit for \$168 million and in November filed formal settlement papers with the district court. In March 2012, the court granted final approval of the settlement. The expected financial impact of this settlement has been fully accrued.

### **Overdraft Litigation**

As a result of the acquisition of RBC Bank (USA), we are subject to two additional pending lawsuits brought as class actions relating to the manner in which overdraft fees were charged on ATM and debit transactions to customers and related matters. Together with other similar lawsuits pending against PNC Bank, National City Bank and other banks, these lawsuits have been 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). One of these cases (*Dasher v. RBC Bank* (10-cv-22190-JLK)) was filed in July 2010 in the United States District Court for the Southern District of Florida. The other case (*Avery v. RBC Bank* (Case No. 1-cv-329)) was originally filed in North Carolina state court in July 2010 and was removed to the United States District Court for the Eastern District of North Carolina before being transferred to the MDL Court. An amended complaint was filed in *Avery* in August 2010.

The customer agreements with the RBC Bank (USA) plaintiffs contain arbitration provisions. RBC Bank (USA)’s original motion in *Dasher* to compel arbitration under these provisions was denied by the MDL Court. This denial was appealed to the United States Court of Appeals for the Eleventh Circuit. While this appeal was pending, the United States Supreme Court issued its decision in *AT&T Mobility v. Concepcion*, following which the court of appeals vacated the MDL Court’s denial of the arbitration motion and remanded to the MDL Court for further consideration in light of the *Concepcion* decision. RBC Bank (USA) has renewed its motion to compel arbitration, now covering both *Dasher* and *Avery*. This motion is still pending.

The complaints in these cases generally make the same allegations as made in the other cases against PNC Bank and National City Bank pending in the MDL Court, as described in Prior Disclosure, except that the state consumer protection statutory claims relate to the North Carolina statute and the *Avery* complaint does not make claims for breach of the covenant of good faith and fair dealing or for conversion. These cases seek to certify multi-state classes of customers for the common law claims described in Prior Disclosure (covering all states in which RBC Bank (USA) had retail branch operations during the class period), and subclasses of RBC Bank (USA) customers with accounts in North Carolina branches, with the subclass being asserted for purposes of claims under that state’s consumer protection statute. No class periods are stated in either of the complaints, other than for the applicable statutes of limitations, which vary by state and claim.

In their complaints, the plaintiffs in *Dasher* and *Avery* seek substantially similar relief to that described in Prior Disclosure with respect to the other cases pending in the MDL Court.

### **Weaving Macro Fixed Income Fund**

In March 2012, the plaintiff in the lawsuit pending in the High Court, Dublin, Ireland against a European subsidiary of PNC Global Investment Servicing (sold to Bank of New York Mellon Corporation in July 2010) appealed the judgment of the court ordering a hearing on certain preliminary issues (a “modular trial”) to the Supreme Court of Ireland.

### **365/360 Litigation**

In *PNC Bank, National Association v. St. Louis PET Centers, LLC, et al.* (Case no. 10SL-CC01076), pending in the Circuit Court of the County of St. Louis, Missouri, the borrower dismissed its counterclaim against PNC Bank without prejudice in April 2012.

### **False Claims Act Lawsuit**

PNC Bank has reached an agreement in principle with the plaintiffs to settle *United States ex rel. Bibby & Donnelly v. Wells Fargo, et al.* (1:06-CV-0547-AT), pending in the U.S. District Court for the Northern District of Georgia. This settlement is subject to, among other things, final documentation and the consent of the United States. The amount of the settlement is not material to PNC.

### **Captive Mortgage Reinsurance Litigation**

In *White, et al. v. The PNC Financial Services Group, Inc., et al.* (Civil Action No. 11-7928)), pending in the United States District Court for the Eastern District of Pennsylvania, the court granted a stay of proceedings in March 2012 pending the decision of the United States Supreme Court in *First American Financial Corporation v. Edwards*, which could address issues related to the standing of plaintiffs to pursue their claims.

### **Other Regulatory and Governmental Inquiries**

PNC is the subject of investigations, audits and other forms of regulatory and governmental inquiry covering a broad range of issues in our banking, securities and other financial services businesses, in some cases as part of reviews of specified activities at multiple industry participants. Over the last few years, we have experienced an increase in regulatory and governmental investigations, audits and other inquiries. Areas of current regulatory or governmental inquiry with respect to PNC include consumer financial protection, fair lending, mortgage origination and servicing, mortgage-related insurance and reinsurance, municipal finance activities, and participation in government insurance or guarantee programs, some of which are described in Prior Disclosure. These inquiries, including those described in Prior Disclosure, may lead to administrative, civil or criminal proceedings, and possibly result in remedies including fines, penalties, restitution, alterations in our business practices, and in additional expenses and collateral costs. Our practice is to cooperate fully with regulatory and governmental investigations, audits and other inquiries, including those described in this paragraph or in Prior Disclosure.

### Other

In addition to the proceedings or other matters described above and in Prior Disclosure, 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 described above or in Prior Disclosure or in other legal proceedings, 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.

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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, including National City.

## NOTE 17 COMMITMENTS AND GUARANTEES

### Equity Funding and Other Commitments

Our unfunded commitments at March 31, 2012 included private equity investments of \$234 million, and other investments of \$4 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 2012	December 31 2011
Net outstanding standby letters of credit	\$ 10.9	\$ 10.8
Internal credit ratings (as a percentage of portfolio):		
Pass (a)	94%	94%
Below pass (b)	6%	6%

(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, 2012 had terms ranging from less than 1 year to 7 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 \$14.3 billion at March 31, 2012, of which \$7.1 billion support remarketing programs.

As of March 31, 2012, assets of \$1.7 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, 2012. In addition, a portion of the remaining standby letters of credit and letter of credit risk participations issued on behalf of specific customers is also secured by collateral or guarantees that secure the customers' other obligations to us. The carrying amount of the liability for our obligations related to standby letters of credit and risk participations in standby letters of credit and bankers' acceptances was \$248 million at March 31, 2012.

### Standby Bond Purchase Agreements and Other Liquidity Facilities

We enter into standby bond purchase agreements to support municipal bond obligations. At March 31, 2012, the aggregate of our commitments under these facilities was \$705 million. We also enter into certain other liquidity facilities to support individual pools of receivables acquired by commercial paper conduits. At March 31, 2012, our total commitments under these facilities were \$199 million.

### Indemnifications

As further described in our 2011 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 that require our employees to be bonded. We satisfy this bonding requirement by issuing letters of credit, which were insignificant in amount at March 31, 2012.

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.

In some cases, indemnification obligations of the types described above arise under arrangements entered into by predecessor companies for which we become responsible as a result of the acquisition.

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 2012. 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 PNC Global Investment Servicing Inc. (GIS), and in addition to indemnification provisions as part of the divestiture agreements, 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 provided indemnification to those clients against the failure of the borrowers to return the securities. The market value of the securities lent was fully secured on a daily basis; therefore, the exposure to us was limited to temporary shortfalls in the collateral as a result of short-term fluctuations in trading prices of the loaned securities. In addition, the purchaser of GIS, BNY-Mellon, has entered into an agreement to indemnify PNC with respect to such exposure on the terms set forth in such indemnification agreement. Effective July 18, 2011, PNC Bank, National Association assigned its securities lending agent responsibilities to BNY-Mellon and no longer acts as securities lending agent for any of GIS's clients. 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 2011 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, the status of pending interchange litigation and other 2011 developments in this area.

As of March 31, 2012, our recognized Visa indemnification liability was zero. As we continue to have an obligation to indemnify Visa for judgments and settlements for the remaining specified litigation, we may have additional exposure to the specified Visa litigation.

#### ***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 Loan Recourse Obligations***

We originate, close and service certain multi-family commercial mortgage loans which are sold to FNMA under FNMA's DUS program. We participated in a similar program with the 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. At March 31, 2012 and December 31, 2011, the unpaid principal balance outstanding of loans sold as a participant in these programs was \$13.2 billion and \$13.0 billion, respectively. The potential maximum exposure under the loss share arrangements was \$4.0 billion at both March 31, 2012 and December 31, 2011. We maintain a reserve for estimated losses based upon our exposure. The reserve for losses under these programs totaled \$50 million and \$47 million as of March 31, 2012 and December 31, 2011, respectively, and is included in Other liabilities on our Consolidated Balance Sheet. The comparable reserve as of March 31, 2011 was \$56 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	2012	2011
January 1	\$47	\$54
Reserve adjustments, net	3	2
<b>March 31</b>	<b>\$50</b>	<b>\$56</b>

#### **Residential Mortgage Loan and Home Equity 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 2011 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 historical exposure and activity associated with Agency securitization repurchase obligations has primarily been related to transactions with FNMA and FHLMC, as indemnification and repurchase losses associated with FHA and VA-insured and uninsured loans pooled in GNMA securitizations historically have been minimal. Repurchase obligation activity associated with residential mortgages is reported in the Residential Mortgage Banking segment.

PNC's repurchase obligations also include certain brokered home equity loans/lines that were sold to a limited number of private investors in the financial services industry 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 limited to repurchases of whole-loans sold in these transactions. Repurchase activity associated with brokered home equity loans/lines is reported in the Non-Strategic 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.

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 to recognize 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 by management. Initial recognition

and subsequent adjustments to the indemnification and repurchase liability for the sold residential mortgage 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, 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, 2012 and December 31, 2011, the total indemnification and repurchase liability for estimated losses on indemnification and repurchase claims totaled \$152 million and \$130 million, respectively, and was included in Other liabilities on the Consolidated Balance Sheet. The balance at March 31, 2012 includes \$26 million from the RBC Bank (USA) acquisition for repurchase obligations related to RBC Bank (USA) sold loans. The comparable reserve as of March 31, 2011 was \$252 million. An analysis of the changes in this liability during the first three months of 2012 and 2011 follows:

***Analysis of Indemnification and Repurchase Liability for Asserted Claims and Unasserted Claims***

	2012			2011		
	Residential Mortgages (a)	Home Equity Loans/ Lines (b)	Total	Residential Mortgages (a)	Home Equity Loans/ Lines (b)	Total
<b>In millions</b>						
January 1	\$ 83	\$ 47	\$130	\$ 144	\$ 150	\$294
Reserve adjustments, net	32	12	44	14		14
RBC Bank (USA) acquisition	26		26			
Losses – loan repurchases and settlements	(40)	(8)	(48)	(34)	(22)	(56)
<b>March 31</b>	<b>\$ 101</b>	<b>\$ 51</b>	<b>\$152</b>	<b>\$ 124</b>	<b>\$ 128</b>	<b>\$252</b>

(a) Repurchase obligation associated with sold loan portfolios of \$126.0 billion and \$134.2 billion at March 31, 2012 and March 31, 2011, respectively.

(b) Repurchase obligation associated with sold loan portfolios of \$4.4 billion and \$6.3 billion at March 31, 2012 and March 31, 2011, respectively. PNC is no longer engaged in the brokered home equity business, which was acquired with National City.

Management believes our indemnification and repurchase liabilities appropriately reflect the estimated probable losses on investor indemnification and repurchase claims at March 31, 2012 and 2011. While management seeks to obtain all relevant information in estimating the indemnification and repurchase liability, the estimation process is inherently uncertain and imprecise and, accordingly, it is reasonably possible that future indemnification and repurchase losses could be more or less than our established liability. Factors that could affect our estimate include the volume of valid claims driven by investor strategies and behavior, our ability to successfully negotiate claims with investors, housing prices, and other economic conditions. At March 31, 2012, we estimate that it is reasonably possible that we could incur additional losses in excess of our indemnification and repurchase liability of up to \$104 million. This estimate of

potential additional losses in excess of our liability is based on assumed higher investor demands, lower claim rescissions, and lower home prices than our current assumptions.

***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.

These subsidiaries provide reinsurance for accidental death & dismemberment, credit life, accident & health, lender placed hazard, and borrower and lender paid mortgage insurance with an aggregate maximum exposure up to the specified limits for all reinsurance contracts as follows:

#### REINSURANCE AGREEMENTS EXPOSURE <sup>(a)</sup>

In millions	March 31, 2012	December 31, 2011
Accidental Death & Dismemberment	\$ 2,183	\$ 2,255
Credit Life, Accident & Health	932	951
Lender Placed Hazard (b)	2,768	2,899
Borrower and Lender Paid Mortgage Insurance	294	327
<b>Maximum Exposure</b>	<b>\$ 6,177</b>	<b>\$ 6,432</b>
Percentage of reinsurance agreements:		
Excess of Loss - Mortgage Insurance	4%	4%
Quota Share	96%	96%
Maximum Exposure to Quota Share		
Agreements with 100% Reinsurance	\$ 931	\$ 950

(a) Reinsurance agreements exposure balances represent estimates based on availability of financial information from insurance carriers.

(b) Through the purchase of catastrophe reinsurance connected to the Lender Placed Hazard Exposure, should a catastrophic event occur PNC will benefit from this reinsurance. No credit for the catastrophe reinsurance protection is applied to the aggregate exposure figure.

A rollforward of the reinsurance reserves for probable losses for the first three months of 2012 and 2011 follows:

#### REINSURANCE RESERVES – ROLLFORWARD

In millions	2012	2011
January 1	\$ 82	\$150
Paid Losses	(14)	(37)
Net Provision	8	6
<b>March 31</b>	<b>\$ 76</b>	<b>\$119</b>

Changes to agreements only represent entering into a new relationship or exiting an existing agreement entirely. The impact of changing the terms of existing agreements is reflected in the net provision.

There is a reasonable possibility that losses could be more than or less than the amount reserved due to on-going uncertainty in various economic, social and other factors that could impact the frequency and severity of claims covered by these reinsurance agreements. At March 31, 2012, the reasonably possible loss above our accrual was not material.

#### 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
- Non-Strategic 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. Additionally, we have aggregated the results for corporate support functions within “Other” 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.

A portion of 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 allocated the allowances for loan and lease losses and for unfunded loan commitments and letters of credit based on our assessment of risk 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 total consolidated net income. 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, integration costs, asset and liability management activities including net securities gains or losses, other-than-temporary impairment of investment securities and certain trading activities, exited businesses, alternative investments, including private equity, intercompany eliminations, most corporate overhead, tax adjustments that are not allocated to business segments, and differences between business segment

performance reporting and financial statement reporting (GAAP), including the presentation of net income attributable to noncontrolling interests as the segments' results exclude their portion 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, 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 online banking channels. The branch network is located primarily in Pennsylvania, Ohio, New Jersey, Michigan, Illinois, Maryland, Indiana, North Carolina, Florida, Kentucky, Washington, D.C., Alabama, Delaware, Georgia, Virginia, Missouri, Wisconsin, and South Carolina.

**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 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 and retirement 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 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 owned affiliates are sold to others.

**BlackRock** is a leader in investment management, risk management and advisory services for institutional and retail clients worldwide. BlackRock provides diversified investment management services to institutional clients, intermediary and individual investors through various investment vehicles. Investment management services primarily consist of the management of equity, fixed income, multi-asset class, alternative investment and cash management products. BlackRock offers its investment products in a variety of vehicles, including open-end and closed-end mutual funds, *iShares*® exchange-traded funds (“ETFs”), collective investment trusts and separate accounts. In addition, BlackRock provides market risk management, financial markets advisory and enterprise investment system services to a broad base of clients. Financial markets advisory services include valuation services relating to illiquid securities, dispositions and workout assignments (including long-term portfolio liquidation assignments), risk management and strategic planning and execution. At March 31, 2012, our economic interest in BlackRock was 21%.

PNC received cash dividends from BlackRock of \$56 million during the first three months of 2012 and \$53 million during the first three months of 2011.

**Non-Strategic Assets Portfolio** (formerly, 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. We obtained the majority of these non-strategic assets through acquisitions of other companies, and most of these assets fall outside of our core business strategy.

## Results Of Businesses

Three months ended March 31 In millions	Retail Banking	Corporate & Institutional Banking	Asset Management Group	Residential Mortgage Banking	BlackRock	Non- Strategic Assets Portfolio	Other	Consolidated
<b>2012</b>								
<b>Income Statement</b>								
Net interest income	\$ 894	\$ 874	\$ 63	\$ 51		\$ 217	\$ 192	\$ 2,291
Noninterest income	390	330	168	241	\$ 116	(19)	215	1,441
Total revenue	1,284	1,204	231	292	116	198	407	3,732
Provision for credit losses (benefit)	135	19	10	(7)		18	10	185
Depreciation and amortization	46	33	10	3			75	167
Other noninterest expense	1,024	430	166	200		68	400	2,288
Income (loss) before income taxes and noncontrolling interests	79	722	45	96	116	112	(78)	1,092
Income taxes (benefit)	29	252	17	35	26	41	(119)	281
Net income	\$ 50	\$ 470	\$ 28	\$ 61	\$ 90	\$ 71	\$ 41	\$ 811
Inter-segment revenue		\$ 9	\$ 3	\$ 2	\$ 3	\$ (2)	\$ (15)	
Average Assets (a)	\$69,709	\$ 92,896	\$ 6,566	\$ 11,989	\$ 5,565	\$12,124	\$82,693	\$ 281,542
<b>2011</b>								
<b>Income Statement</b>								
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 credit losses (benefit)	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) 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
Net Income (loss)	\$ (18)	\$ 432	\$ 43	\$ 71	\$ 86	\$ 25	\$ 193	\$ 832
Inter-segment revenue		\$ 3	\$ 3	\$ 2	\$ 4	\$ (3)	\$ (9)	
Average Assets (a)	\$66,670	\$ 76,980	\$ 6,917	\$ 11,619	\$ 5,530	\$14,121	\$80,717	\$ 262,554

(a) Period-end balances for BlackRock.

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## NOTE 19 SUBSEQUENT EVENTS

On April 10, 2012, we announced that May 25, 2012 will be the redemption date of \$500 million of trust preferred securities issued by National City Capital Trust III with a current distribution rate of 6.625% and an original scheduled maturity date of May 25, 2047 and submitted a redemption notice to the trustee. The redemption price will be \$25 per trust preferred security plus any accrued and unpaid distributions to the redemption date of May 25, 2012. In addition, on April 25, 2012 we redeemed \$300 million of trust preferred securities issued by PNC Capital Trust D with a distribution rate of 6.125% and \$6 million of trust preferred securities issued by Yardville Capital Trust III with a distribution rate of 10.18%. These redemptions together will result in a noncash charge for the unamortized discounts of approximately \$130 million in the second quarter of 2012.

On April 24, 2012, we issued 60 million depositary shares, each representing a 1/4,000th interest in a share of our Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series P, in an underwritten public offering resulting in gross proceeds of \$1.5 billion to us before commissions and expenses. We granted the underwriters an option to purchase up to an additional 3 million depositary shares within 30 days after April 19, 2012 at the public offering price, less underwriting discounts and commissions, to cover overallocments, if any. We intend to use the net proceeds from the sale of the depositary shares for general corporate purposes, which may include repurchases and redemptions of issued and outstanding securities of PNC and its subsidiaries, including trust preferred securities.

# 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 2012			Fourth Quarter 2011		
	Average Balances	Interest Income/ Expense	Average Yields/ Rates	Average Balances	Interest Income/ Expense	Average Yields/ Rates
<b>Assets</b>						
Interest-earning assets:						
Investment securities						
Securities available for sale						
Residential mortgage-backed						
Agency	\$ 27,031	\$ 212	3.14%	\$ 25,691	\$ 200	3.11%
Non-agency	6,577	89	5.38	6,859	93	5.44
Commercial mortgage-backed	3,774	42	4.42	3,640	40	4.43
Asset-backed	4,329	24	2.24	3,832	23	2.39
US Treasury and government agencies	3,123	14	1.80	3,376	23	2.61
State and municipal	1,770	23	5.13	1,767	20	4.58
Other debt	2,996	19	2.55	2,731	19	2.75
Corporate stocks and other	347		.03	446		.04
Total securities available for sale	49,947	423	3.38	48,342	418	3.46
Securities held to maturity						
Residential mortgage-backed	4,576	41	3.58	4,658	40	3.39
Commercial mortgage-backed	4,635	53	4.62	4,794	55	4.57
Asset-backed	1,170	5	1.68	1,353	6	1.98
State and municipal	671	7	4.18	670	7	4.19
Other	584	5	3.19	584	5	3.23
Total securities held to maturity	11,636	111	3.82	12,059	113	3.74
Total investment securities	61,583	534	3.47	60,401	531	3.51
Loans						
Commercial	69,286	789	4.51	63,483	755	4.66
Commercial real estate	16,818	220	5.19	16,413	223	5.33
Equipment lease financing	6,377	76	4.74	6,233	76	4.84
Consumer	57,148	679	4.78	55,556	674	4.81
Residential real estate	14,927	209	5.59	14,474	194	5.35
Total loans	164,556	1,973	4.78	156,159	1,922	4.85
Loans held for sale	2,910	50	6.89	2,673	40	5.96
Federal funds sold and resale agreements	1,821	7	1.58	2,035	8	1.48
Other	6,864	64	3.71	7,138	61	3.45
Total interest-earning assets/interest income	237,734	2,628	4.41	228,406	2,562	4.44
Noninterest-earning assets:						
Allowance for loan and lease losses	(4,314)			(4,472)		
Cash and due from banks	3,777			3,883		
Other	44,345			42,905		
Total assets	\$281,542			\$270,722		
<b>Liabilities and Equity</b>						
Interest-bearing liabilities:						
Interest-bearing deposits						
Money market	\$ 61,162	35	.23	\$ 58,897	38	.25
Demand	31,599	3	.04	29,338	4	.05
Savings	9,183	3	.10	8,545	3	.16
Retail certificates of deposit	29,011	58	.80	30,888	90	1.16
Time deposits in foreign offices and other time	3,238	4	.49	2,869	4	.53
Total interest-bearing deposits	134,193	103	.31	130,537	139	.42
Borrowed funds						
Federal funds purchased and repurchase agreements	4,551	2	.22	3,714	1	.15
Federal Home Loan Bank borrowings	8,967	18	.80	6,090	14	.93
Bank notes and senior debt	11,138	70	2.48	11,463	63	2.11
Subordinated debt	7,719	98	5.09	8,463	104	4.91
Other	7,837	15	.75	5,935	14	.93
Total borrowed funds	40,212	203	2.01	35,665	196	2.17
Total interest-bearing liabilities/interest expense	174,405	306	.70	166,202	335	.80
Noninterest-bearing liabilities and equity:						
Noninterest-bearing deposits	57,900			55,946		
Allowance for unfunded loan commitments and letters of credit	240			217		
Accrued expenses and other liabilities	11,186			11,132		
Equity	37,811			37,225		
Total liabilities and equity	\$281,542			\$270,722		
Interest rate spread			3.71			3.64
Impact of noninterest-bearing sources			.19			.22
Net interest income/margin		\$ 2,322	3.90%		\$ 2,227	3.86%

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.



Third Quarter 2011			Second Quarter 2011			First Quarter 2011		
Average Balances	Interest Income/Expense	Average Yields/Rates	Average Balances	Interest Income/Expense	Average Yields/Rates	Average Balances	Interest Income/Expense	Average Yields/Rates
\$22,822	\$ 190	3.34%	\$ 25,993	\$ 241	3.70%	\$ 29,134	\$ 263	3.61%
7,135	91	5.13	7,618	105	5.47	8,057	105	5.23
3,623	40	4.41	3,278	39	4.73	3,298	39	4.74
3,817	23	2.38	3,185	19	2.43	2,757	19	2.70
3,699	28	3.01	4,505	27	2.46	5,682	36	2.51
1,929	21	4.27	2,234	24	4.37	2,081	26	4.95
3,113	19	2.42	3,578	23	2.58	3,994	26	2.58
449		.04	376		.04	443		.06
46,587	412	3.54	50,767	478	3.77	55,446	514	3.70
3,840	32	3.45	1,130	11	3.68			
4,520	56	4.95	4,215	54	5.11	4,239	55	5.22
1,863	9	1.87	2,276	12	2.20	2,463	16	2.53
389	5	4.48	8		5.10	8		5.10
489	4	3.20	150	1	2.95	1		3.80
11,101	106	3.82	7,779	78	4.01	6,711	71	4.24
57,688	518	3.59	58,546	556	3.80	62,157	585	3.76
59,951	744	4.86	57,932	715	4.88	56,300	710	5.04
16,347	219	5.25	16,779	234	5.51	17,545	203	4.63
6,150	79	5.11	6,189	75	4.86	6,307	79	5.00
54,632	664	4.82	54,014	665	4.94	54,460	670	4.99
14,717	217	5.90	15,001	233	6.22	15,518	239	6.15
151,797	1,923	5.00	149,915	1,922	5.11	150,130	1,901	5.09
2,497	46	7.31	2,719	38	5.62	3,193	69	8.77
2,030	8	1.55	2,321	9	1.39	2,813	8	1.19
10,060	62	2.43	7,241	47	2.60	5,802	44	3.06
224,072	2,557	4.52	220,742	2,572	4.64	224,095	2,607	4.67
(4,592)			(4,728)			(4,835)		
3,544			3,433			3,393		
43,827			41,659			39,901		
\$266,851			\$ 261,106			\$ 262,554		
\$59,009	46	.31	\$ 58,594	49	.34	\$ 58,556	51	.35
27,654	5	.08	26,912	7	.10	26,313	7	.10
8,305	5	.19	8,222	4	.19	7,656	3	.19
33,607	107	1.26	35,098	115	1.32	36,509	116	1.28
2,191	4	.72	2,250	5	.75	3,967	5	.54
130,766	167	.51	131,076	180	.55	133,001	182	.55
3,685	2	.15	4,138	2	.17	6,376	2	.16
5,015	13	.99	5,021	13	1.02	5,088	13	1.02
10,480	53	2.01	11,132	68	2.40	11,745	68	2.31
8,982	107	4.76	8,981	117	5.24	9,353	128	5.46
5,736	13	.92	5,713	17	1.12	5,847	14	.98
33,898	188	2.20	34,985	217	2.46	38,409	225	2.35
164,664	355	.86	166,061	397	.95	171,410	407	.95
53,300			49,720			47,755		
202			204			188		
12,478			10,747			9,771		
36,207			34,374			33,430		
\$266,851			\$ 261,106			\$ 262,554		
		3.66			3.69			3.72
		.23			.24			.22
\$ 2,202		3.89%	\$ 2,175		3.93%	\$ 2,200		3.94%

Loan fees for the three months ended March 31, 2012, December 31, 2011, September 30, 2011, June 30, 2011, and March 31, 2011 were \$49 million, \$46 million, \$44 million, \$47 million, and \$38 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, 2012, December 31, 2011, September 30, 2011, June 30, 2011, and March 31, 2011 were \$31 million, \$28 million, \$27 million, \$25 million, and \$24 million, respectively.

## 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 2011 Form 10-K as amended by Amendment No. 1 on Form 10-K/A 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 2012 are included in the following table:

In thousands, except per share data

	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)
<b>2012 period</b>				
January 1 – 31	276	\$59.14		24,710
February 1 – 29	151	\$59.49		24,710
March 1 – 31	4	\$63.32		24,710
<b>Total</b>	<b>431</b>	<b>\$59.30</b>		

- (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 2012. 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 and Note 15 Stock Based Compensation Plans in the Notes to Consolidated Financial Statements in Item 8 of our 2011 Annual Report on Form 10-K as amended by Amendment No. 1 on Form 10-K/A (2011 Form 10-K) include 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. 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 capital and regulatory capital considerations, alternative uses of capital, the potential impact on our credit ratings, and contractual and regulatory limitations, including the impact of the Federal Reserve's supervisory assessment of capital adequacy program.

## 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

3.4 and 4.23	Statement with respect to Shares of Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series P dated April 19, 2012.  Incorporated by reference to Exhibit 3 of PNC's Current Report on Form 8-K filed April 24, 2012.
10.77	2012 forms of employee stock option, restricted stock and restricted share unit agreements
10.78	Forms of employee stock option, restricted stock and restricted share unit agreements with varied vesting, payment and other circumstances
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
101	Interactive Data File (XBRL)

You can obtain copies of these Exhibits electronically at the SEC's website at [www.sec.gov](http://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 PNC's corporate website at [www.pnc.com/secfilings](http://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](mailto: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, 2012 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](http://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 the web address of the SEC, 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. Our SEC File Number is 001-09718. You can obtain copies of these and other filings, including exhibits, electronically at the SEC's internet website at [www.sec.gov](http://www.sec.gov) or on PNC's corporate internet website at [www.pnc.com/secfilings](http://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](http://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](mailto: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](http://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](mailto: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](mailto: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)
<b>2012 Quarter</b>				
First	\$64.79	\$56.88	\$64.49	\$ .35
Total				\$ .35
<b>2011 Quarter</b>				
First	\$65.19	\$59.67	\$62.99	\$ .10
Second	64.37	55.56	59.61	.35
Third	61.21	42.70	48.19	.35
Fourth	58.70	44.74	57.67	.35
Total				\$ 1.15

(a) Our Board approved a second quarter 2012 cash dividend of \$.40 per common share, which was payable on the next business day after the payment date of May 5, 2012.

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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 Series B 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

2012 FORMS OF EMPLOYEE STOCK OPTION, RESTRICTED STOCK,  
AND RESTRICTED SHARE UNIT AGREEMENTS

FORMS OF EMPLOYEE STOCK OPTION AGREEMENTS

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

NONSTATUTORY STOCK OPTION AGREEMENT

OPTIONEE: «First\_Name\_MI» «Last\_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 Section 7 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 as amended from time to time. 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.

Pursuant to the Plan and subject to the terms and conditions of the Agreement, PNC grants to the Optionee named above (“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. The Option is subject to acceptance by Optionee in accordance with Section 12 and is subject to the terms and conditions of the Agreement and the Plan.

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 7.18, 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.

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(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 ( $1/3^{\text{rd}}$ ) of the Covered Shares (rounded down to the nearest whole Share), commencing on the first ( $1^{\text{st}}$ ) 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; and

(ii) as to one-half ( $1/2$ ) of the remaining Covered Shares (rounded down to the nearest whole Share), commencing on the second ( $2^{\text{nd}}$ ) 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 ( $1^{\text{st}}$ ) anniversary date of the Grant Date; and

(iii) as to the remaining Covered Shares, commencing on the third ( $3^{\text{rd}}$ ) 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 ( $1^{\text{st}}$ ) 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 Compensation 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 U.S. 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 Compensation 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 Compensation Committee; and

(b) It may be imposed only if the Compensation 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 (a)(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, to the extent outstanding and exercisable, 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. 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, the Compensation 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 Corporate Transactions such that the rights of



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Optionee are neither enlarged nor diminished as a result of such Corporate Transactions, including without limitation cancellation of the Option immediately prior to the effective time of such 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 such Corporate Transaction.

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 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 or successor regulation and in such manner as may be permitted by PNC from time to time consistent with said Regulation T or successor regulation.

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

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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. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

7.1 “Agreement” means the Nonstatutory Stock Option Agreement between PNC and Optionee evidencing the Option granted to Optionee pursuant to the Plan.

7.2 “Board” means the Board of Directors of PNC.

7.3 “Cause” and “termination for Cause.”

(a) “Cause” and “termination for 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 this Section 7.3(a) 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" and "termination for 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 any code of conduct of a subsidiary of PNC that is applicable to Optionee or (2) other written policy of PNC or other written policy of a subsidiary of PNC that is applicable to Optionee, 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 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 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 this Section 7.3(b) 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.

7.4 "CEO" means the chief executive officer of PNC.

7.5 "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 7.5(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 7.5(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.

7.6 “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.

7.7 “Change of Control Failure” means the following:

(a) with respect to a Change of Control Triggering Event described in Section 7.8(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 7.8(b), the proxy contest fails to replace or remove a majority of the members of the Board.

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7.8 “Change of Control Triggering Event” means the occurrence of either of the following:

(a) the Board or PNC’s shareholders approve a Business Combination, other than an Excluded Combination, as described in Subsection (c) of the definition of Change of Control contained in Section 7.5; 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.

7.9 “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.

7.10 “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 (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 7.15(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.

7.11 “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 U.S. generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the Internal Revenue Code.

7.12 “Corporation” means PNC and its Consolidated Subsidiaries.

7.13 “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.

7.14 “Covered Shares” means the number of shares of PNC common stock that Optionee has the option to purchase from PNC pursuant to the Option. The number of Covered Shares is specified on page 1 of the Agreement.

7.15 “Detrimental Conduct” means:

(a) Optionee has engaged, without the prior written consent of PNC (with consent to be given or withheld 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 (1<sup>st</sup>) 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 Compensation 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, the Chief Human Resources Officer of PNC, 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 for purposes of the Agreement.

7.16 "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 U.S. Social Security disability benefits, Optionee shall be presumed to be Disabled as defined herein.

7.17 "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.

7.18 "Expiration Date."

(a) Expiration Date. Expiration Date means the date on which the Option expires, which will be the tenth (10<sup>th</sup>) anniversary of the Grant Date unless the Option expires earlier pursuant to any of the provisions set forth in Sections 7.18(b) through 7.18(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 7.18(c) and 7.18(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 (90<sup>th</sup>) day after the occurrence of the Change of Control (or the tenth (10<sup>th</sup>) 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 7.18(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 (10<sup>th</sup>) anniversary of the Grant Date.

(b) Termination for Cause. Upon a termination of Optionee's employment with the Corporation for Cause, unless the Compensation 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.

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(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 Compensation 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 7.18(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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (3<sup>rd</sup>) anniversary of such Termination Date (but in no event later than on the tenth (10<sup>th</sup>) 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 (3<sup>rd</sup>) anniversary of such Termination Date (but in no event later than on the tenth (10<sup>th</sup>) 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 (90<sup>th</sup>) day after Optionee's Termination Date (but in no event later than on the tenth (10<sup>th</sup>) 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 (90<sup>th</sup>) 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 7.18(c)(5) are met, then such Option or portion thereof will not terminate on Optionee's 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 7.18(c)(5) have been met and the Option will terminate on the ninetieth (90<sup>th</sup>) day after Optionee's Termination Date (but in no event later than on the tenth (10<sup>th</sup>) 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 7.18(c), then notwithstanding the provisions of such exception or

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exceptions, the Option will expire on the date that PNC determines as set forth in Section 7.15 that Optionee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement, if such date is 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.

7.19 "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.

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

7.21 "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.

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

7.23 "Internal Revenue Code" means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

7.24 "Option" means the option to purchase shares of PNC common stock granted to Optionee pursuant to the Plan in accordance with the terms of Article 6 of the Plan and evidenced by the Agreement.

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

7.26 "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.

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

7.28 "Person" has the meaning specified in the definition of "Change of Control" in Section 7.5.

7.29 "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

7.30 "PNC" means The PNC Financial Services Group, Inc.

7.31 "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 Compensation 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.

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7.32 “Retiree” means an Optionee who has Retired.

7.33 “SEC” means the United States Securities and Exchange Commission.

7.34 “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.

7.35 “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.

7.36 “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 U.S. 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.

8. Employment. Neither the granting of the Option evidenced by the Agreement 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 Optionee for any period or in any way alter Optionee’s status as an employee at will.

9. Subject to the Plan and the Compensation Committee; Entire Agreement In all respects, the Agreement, the Option evidenced by the Agreement and the exercise thereof are subject to the terms and conditions of the Plan, which has been made available to Optionee and is incorporated by reference herein and made a part hereof, but the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. In addition, the Agreement and the Option 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. The Agreement constitutes the entire agreement between Optionee 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.

10. Optionee Covenants.

10.1 General. Optionee and PNC acknowledge and agree that Optionee has received adequate consideration with respect to enforcement of the provisions of Sections 10 and 11 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.

10.2 Non-Solicitation; No-Hire. Optionee agrees to comply with the provisions of subsections (a) and (b) of this Section 10.2 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 Optionee’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 Optionee’s Termination Date, or (iii) was, as of Optionee’s Termination Date, considering retention of PNC or any subsidiary to provide any services.

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(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 10.2 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 Optionee's 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.

10.3 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.

10.4 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 10.4 shall be performed by Optionee without further compensation and shall continue beyond Optionee's Termination Date.

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

11.1 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.

11.2 Equitable Remedies. A breach of the provisions of any of Sections 10.2, 10.3 or 10.4 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.

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11.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 10.2 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.

11.4 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.

11.5 Severability. The restrictions and obligations imposed by Sections 10.2, 10.3, 10.4, 11.1 and 11.7 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.

11.6 Reform. In the event any of Sections 10.2, 10.3 and 10.4 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.

11.7 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 10.2, 10.3 and 10.4.

11.8 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 U.S. Internal Revenue Code ("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 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.

11.9 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.

11.10 Modification. Modifications or adjustments to the terms of this Agreement may be made by PNC as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement shall be effective unless embodied in a separate, subsequent writing signed by Optionee and by an authorized representative of PNC.

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12. Acceptance of Option; PNC Right to Cancel; Effective Date. If Optionee does not accept the Option 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 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 an unaltered and unchanged 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 by Optionee as of the Grant Date

Optionee

Annex A – Intentionally Omitted – See Section 7. Certain Definitions

Annex B – Notice of Exercise

Annex C – Tax Payment Election Form

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. Certain terms used in this Reload Agreement are defined in Section 7 or elsewhere in the Reload Agreement. 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 7.15, 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 (1<sup>st</sup>) 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.

(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 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, to the extent outstanding and exercisable, 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. 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, 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 Corporate Transactions such that the rights of Optionee are neither enlarged nor diminished as a result of such Corporate Transactions, including without limitation cancellation of the Reload Option immediately prior to the effective time of such 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 such 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 or successor regulation and in such manner as may be permitted by PNC from time to time consistent with said Regulation T or successor regulation.

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. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Reload Agreement.

7.1 "Board" means the Board of Directors of PNC.

7.2 "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 this Section 7.2(a) 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 this Section 7.2(b) 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.

7.3 "CEO" means the chief executive officer of PNC.

7.4 "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 7.4(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 7.4(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.

7.5 “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.

7.6 “Change of Control Failure” means the following:

(a) with respect to a Change of Control Triggering Event described in Section 7.7(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 7.7(b), the proxy contest fails to replace or remove a majority of the members of the Board.

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7.7 “Change of Control Triggering Event” means the occurrence of either of the following:

(a) the Board or PNC’s shareholders approve a Business Combination, other than an Excluded Combination, as described in Subsection (c) of the definition of Change of Control contained in Section 7.4; 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.

7.8 “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.

7.9 “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 7.12(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.

7.10 “Corporation” means PNC and its Subsidiaries.

7.11 “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.

7.12 “Detrimental Conduct” means, for purposes of the Reload Agreement:

(i) Optionee has engaged, without the prior written consent of PNC (with consent to be given or withheld 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 (1<sup>st</sup>) 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.

7.13 "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.

7.14 "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.

7.15 "Expiration Date."

(a) Expiration Date. Expiration Date means the date on which the Reload Option expires, which will be the tenth (10<sup>th</sup>) anniversary of the Original Option Grant Date unless the Reload Option expires earlier pursuant to any of the provisions set forth in Sections 7.15(b) through 7.15(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 7.15(c) and 7.15(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 (90<sup>th</sup>) day after the occurrence of the Change of Control (or the tenth (10<sup>th</sup>) 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 7.15(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 (10<sup>th</sup>) 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 7.15(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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (3<sup>rd</sup>) anniversary of such Termination Date (but in no event later than on the tenth (10<sup>th</sup>) 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 (3<sup>rd</sup>) anniversary of such Termination Date (but in no event later than on the tenth (10<sup>th</sup>) 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 (90<sup>th</sup>) day after Optionee's Termination Date (but in no event later than on the tenth (10<sup>th</sup>) 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 (90<sup>th</sup>) 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 7.15(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 7.15(c)(5) have been met and the Reload Option will terminate on the ninetieth (90<sup>th</sup>) day after Optionee's Termination Date (but in no event later than on the tenth (10<sup>th</sup>) 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 7.15(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:

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(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.

7.16 "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.

7.17 "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

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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.

7.18 "Optionee" means the person identified as Optionee on page 1 of the Reload Agreement.

7.19 "Original Option" has the meaning set forth in Section 1 of the Reload Agreement.

7.20 "Original Option Grant Date" is the date as of which the Original Option was granted.

7.21 "PNC" means The PNC Financial Services Group, Inc.

7.22 "Reload Agreement" means the Reload Nonstatutory Stock Option Agreement between PNC and Optionee evidencing the Reload Option granted to Optionee pursuant to the Plan.

7.23 "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.

7.24 "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.

7.25 "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.

7.26 "Retiree" means an Optionee who has Retired.

7.27 "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.

7.28 "Right(s)" means stock appreciation right(s) in accordance with the terms of Article 7 of the Plan.

7.29 "SEC" means the U.S. Securities and Exchange Commission.

7.30 "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.



7.31 "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 U.S. Internal Revenue Code of 1986 as amended.

7.32 "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.

8. 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.

9. 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. The Reload Agreement constitutes the entire agreement between Optionee 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.

#### 10. Optionee Covenants.

10.1 General. Optionee and PNC acknowledge and agree that Optionee has received adequate consideration with respect to enforcement of the provisions of Sections 10 and 11 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.

10.2 Non-Solicitation; No-Hire. Optionee agrees to comply with the provisions of subsections (a) and (b) of this Section 10.2 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 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 10.2 shall no longer apply and shall be replaced with the following subsection (c):

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(c) No-Hire. Optionee agrees that Optionee shall not, for a period of one year after Optionee's 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.

10.3 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.

10.4 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 10.4 shall be performed by Optionee without further compensation and shall continue beyond Optionee's Termination Date.

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

11.1 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.

11.2 Equitable Remedies. A breach of the provisions of any of Sections 10.2, 10.3 or 10.4 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.

11.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 10.2 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.

11.4 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.

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11.5 Severability. The restrictions and obligations imposed by Sections 10.2, 10.3, 10.4, 11.1 and 11.7 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.

11.6 Reform. In the event any of Sections 10.2, 10.3 and 10.4 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.

11.7 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 10.2, 10.3 and 10.4.

11.8 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 U.S. 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.

11.9 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.

11.10 Modification. Modifications or adjustments to the terms of this Reload Agreement may be made by PNC as permitted in accordance with the Plan or as provided for in this Reload Agreement. No other modification of the terms of this Reload Agreement shall be effective unless embodied in a separate, subsequent writing signed by Optionee and by an authorized representative of PNC.

12. 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.

13. 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 an unaltered and unchanged 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.

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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 by Optionee as of the Reload Option Grant Date

Optionee

Annex A – Intentionally Omitted – See Section 7. Certain Definitions

Annex B – Notice of Exercise

Annex C – Tax Payment Election Form

FORMS OF EMPLOYEE RESTRICTED STOCK  
AND RESTRICTED SHARE UNIT AGREEMENTS

20 Long-Term Incentive Award Program  
Continuous Employment Condition  
Standard 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 Section 11 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 as amended from time to time.

2. Restricted Shares Award. Pursuant to 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"). The Award is subject to acceptance by Grantee in accordance with Section 17 and is 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 9. Restricted Shares are subject to forfeiture and to transfer restrictions pursuant to the terms and conditions of the Agreement during the term of the Restricted Period applicable to those Restricted Shares and until the conditions of the Agreement have been satisfied with respect to such shares and they vest and are released from the provisions of the Agreement in accordance with Section 9.

Once issued in accordance with Section 17, 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 (i) the conditions of the Agreement have been satisfied with respect to such shares and the shares are released in accordance with Section 9 or (ii) the shares are forfeited pursuant to the terms of the Agreement, as the case may be.

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 that are forfeited by Grantee pursuant to and in accordance with the terms of Section 7 on failure to meet applicable service or conduct conditions of the Agreement will be cancelled without payment of any consideration by PNC.

Restricted Shares deposited with PNC or its designee that vest and are settled and released in accordance with the terms of Section 9 following satisfaction of all of the conditions of the Agreement with respect to those shares will be released from the restricted account and reissued to, or at the proper direction of, Grantee or Grantee's legal representative without the legend referenced above.

4. Rights as Shareholder. Except as provided in Sections 6 through 9 and subject to Section 17, Grantee will have all the rights and privileges of a shareholder with respect to outstanding Restricted Shares from and after issuance of the shares in accordance with Section 17, 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, such as 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 vested and been released from the terms of the Agreement in accordance with the provisions of Section 9 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 service, conduct and other conditions and forfeiture provisions as those 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, or otherwise alienated or hypothecated, other than as may be required pursuant to Section 10.2, unless and until all of the conditions of the Agreement have been satisfied with respect to such Restricted Shares, the Restricted Period terminates, and the Restricted Shares are released and reissued by PNC pursuant to Section 9.

(b) If Grantee is deceased at the time Restricted Shares are released and reissued by PNC in accordance with Section 9, 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 PNC.

(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: Forfeiture on Failure to Meet Applicable Service or Conduct Conditions

Restricted Shares are subject to satisfaction of the applicable service and conduct conditions set forth in this Section 7. Upon failure to meet the conditions applicable to all or any portion of the Restricted Shares, all affected Restricted Shares that have not yet vested and been released from the terms of the Agreement pursuant to Section 9 will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

Upon any forfeiture of Restricted Shares pursuant to the provisions of this Section 7, neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in or with respect to such shares or any certificate or certificates representing such shares.

7.1 Service Requirements. Grantee will meet the service requirements with respect to the Restricted Shares if Grantee meets the conditions of (i), (ii), (iii), (iv), (v), (iv) or (vii) below with respect to those shares. If more than one of the following is applicable with respect to those shares, Grantee will have met the service requirements for those shares upon the first to occur of such conditions.

- (i) Grantee continues to be employed by the Corporation through and including the day immediately preceding the 3<sup>rd</sup> anniversary of the Award Date.
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be employed by the Corporation until such time as Grantee's employment is terminated by the Corporation by reason of Grantee's Disability (as defined in Section 11) and not for Cause (as defined in Section 11) and PNC's Designated Person (as defined in Section 11) affirmatively approves the vesting of the outstanding Restricted Shares in a timely fashion as set forth in Section 7.2 (together, a "Qualifying Disability Termination" with respect to those Restricted Shares as of the time such affirmative approval of vesting occurs).
- (iv) Grantee continues to be employed by the Corporation until such time as Grantee Retires (as defined in Section 11), such Retirement Date occurs no earlier than the 1<sup>st</sup> anniversary of the Award Date, and PNC's Designated Person affirmatively approves the vesting of the outstanding Restricted Shares in a timely fashion as set forth in Section 7.2 (together, a "Qualifying Retirement" with respect to those Restricted Shares as of the time such affirmative approval of vesting occurs).
- (v) Grantee continues to be employed by the Corporation until such time as Grantee's employment with the Corporation is terminated by the Corporation and such termination is an Anticipatory Termination (as defined in Section 11).
- (vi) A Change of Control (as defined in Section 11) occurs and, as of the day immediately preceding the Change of Control, Grantee either (a) is an employee of the Corporation, (b) was an employee of the Corporation until such time as Grantee's employment was terminated by the Corporation by reason of Grantee's Disability and not for Cause and Grantee's Restricted Shares remain outstanding pending affirmative approval of vesting of such outstanding Restricted Shares by PNC's Designated Person in accordance with Section 7.2, or (c) was an employee of the Corporation until Grantee's Retirement on or after the 1<sup>st</sup> anniversary of the Award Date and Grantee's Restricted Shares remain outstanding pending affirmative approval of vesting of such outstanding Restricted Shares by PNC's Designated Person in accordance with Section 7.2.
- (vii) The Compensation Committee or its delegate determines, in their sole discretion, that, with respect to all or a specified portion of Grantee's then outstanding Restricted Shares that have not yet vested and been released, the service requirements will be deemed to have been satisfied with respect to such shares, and such other accompanying restrictions, terms or conditions, if any, as the Compensation Committee or its delegate may in their sole discretion determine have been satisfied, all in accordance with Section 7.3.

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7.2 Process for Affirmative Approval by PNC's Designated Person as a Condition of a Qualifying Disability Termination or a Qualifying Retirement with respect to Restricted Shares. Where Grantee will meet the service requirements with respect to the Restricted Shares by reason of a Qualifying Disability Termination or a Qualifying Retirement as set forth in Section 7.1(iii) or Section 7.1(iv), respectively, only if PNC's Designated Person affirmatively approves the vesting of Grantee's Restricted Shares in a timely fashion as set forth in this Section 7.2, the provisions set forth in subsections (a) and (b) below will apply.

Further, until such time, if any, as the affirmative approval of the vesting of the Restricted Shares determination is made as set forth in subsection (a) below and such shares vest and are released in accordance with the provisions of Section 9, such shares shall be subject to the conduct forfeiture provisions set forth in Section 7.5.

(a) In the event Grantee's employment with the Corporation is terminated prior to the 3<sup>rd</sup> anniversary of the Award Date by the Corporation by reason of Grantee's Disability and not for Cause, or in the event that Grantee Retires on or after the 1<sup>st</sup> anniversary of the Award Date but prior to the 3<sup>rd</sup> anniversary of the Award Date, the affected Restricted Shares will not be automatically forfeited on Grantee's Termination Date. Instead, the affected Restricted Shares will, subject to the forfeiture provisions of Section 7.5 and of Section 7.2(b) below, remain outstanding pending and subject to affirmative approval of the vesting of the affected Restricted Shares pursuant to this Section 7.2(a) by the Designated Person specified in Section 11.

If the affected Restricted Shares are still outstanding but PNC's Designated Person has not made a specific determination to either approve or disapprove the vesting of the affected Restricted Shares by the day immediately preceding the 3<sup>rd</sup> anniversary of the Award Date, then the period during which such affected shares remain eligible for vesting 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 (90<sup>th</sup>) day following the 3<sup>rd</sup> anniversary of the Award Date, if the Designated Person is the Chief Human Resources Officer of PNC or delegate, or (ii) the 180<sup>th</sup> day following such anniversary date if the Designated Person is the Compensation Committee or its delegate, whichever is applicable; provided, however, if the Compensation Committee has acted to suspend the vesting of such Restricted Shares pursuant to Section 7.5(c), the period during which such Restricted Shares will remain eligible for vesting will be extended until the terms of such suspension have been satisfied.

If the affected Restricted Shares remain outstanding and have not been forfeited pursuant to the provisions of Section 7.5 and the vesting of such shares is affirmatively approved by PNC's Designated Person on or prior to the last day of the applicable period for such approval set forth above, including any extension of such period, if applicable, then the service requirement with respect to such shares will be deemed to have been satisfied pursuant to Section 7.1(iii) or Section 7.1(iv), as applicable, on the date of such approval.

(b) If PNC's Designated Person disapproves the vesting of affected Restricted Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting of such shares, then any such 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 period for such approval set forth above with respect to such Restricted Shares, including any extension of such period, if applicable, PNC's Designated Person has neither affirmatively approved nor specifically disapproved the vesting of such Restricted Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then any such shares that are still outstanding will be forfeited by Grantee to PNC as of close of business on the last day of the applicable period for such approval set forth above, including any extension of such period, if applicable, without payment of any consideration by PNC.



7.3 Other Compensation Committee Authority. Prior to the 3<sup>rd</sup> anniversary of the Award Date, the Compensation 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 Restricted Shares that have not yet vested and been released, that the service requirement with respect to such Restricted Shares or portion thereof will be deemed to have been satisfied and that such shares or portion thereof shall vest, all subject to such restrictions, terms or conditions as the Compensation Committee or its delegate may in their sole discretion determine.

7.4 Forfeiture on Failure to Meet Service Requirements.

(a) If, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements as set forth in Section 7.1 with respect to outstanding Restricted Shares and such shares do not remain eligible for satisfaction of the service requirements of Section 7.1 post-employment pursuant to Section 7.2, Section 7.3 or Section 8, or any combination thereof, then any such Restricted Shares will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date (as defined in Section 11), and the right to receive any payment with respect to dividends with respect to any such shares will also cease on the date such shares are forfeited.

(b) If, at the time Grantee ceases to be employed by the Corporation, some or all of Grantee's Restricted Shares remain eligible for the service requirements of Section 7.1 to be satisfied post-employment, such eligible shares shall remain outstanding pending such satisfaction until either (i) the shares are forfeited and cancelled pursuant to Section 7.5 prior to vesting, or are forfeited and cancelled for failure to vest pursuant to Section 7.2(b) or for failure to meet any conditions required for vesting pursuant to Section 7.3, or (ii) all of the service requirement conditions with respect to such shares have been satisfied and the shares vest and are released pursuant to Section 9, whichever first occurs.

Any Restricted Shares that are forfeited pursuant to the provisions of Section 7.2(b) or Section 7.5 will be cancelled in accordance with the terms of such section, and the right to receive any payment with respect to dividends with respect to any such shares will also cease on the date such shares are forfeited.

7.5 Forfeiture on Termination for Cause or Upon Determination of Detrimental Conduct; Suspension and Forfeiture Related to Judicial Criminal Proceedings

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 3<sup>rd</sup> anniversary of the Award Date and prior to the occurrence of a Change of Control, if any, then any Restricted Shares that have not yet vested and been released pursuant to Section 9 and are otherwise outstanding on Grantee's Termination Date, together with the right to receive any payment on or after Grantee's Termination Date with respect to dividends on those shares, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

(b) Detrimental Conduct. Restricted Shares that would otherwise remain outstanding after Grantee's Termination Date, if any, pending affirmative approval of vesting will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC (and the right to receive any payment of dividends with respect to any such shares will also cease on the date such shares are forfeited) in the event that, at any time prior to the date such shares vest and are released in accordance with the provisions of Section 9, PNC determines as set forth in Section 11.12 in its sole discretion that Grantee has engaged in Detrimental Conduct and, if so, determines in its sole discretion to cancel such Restricted Shares on the basis of such determination that Grantee has engaged in Detrimental Conduct; provided, however, that: (i) this Section 7.5(b) will not apply to Restricted Shares that vest in the event of Grantee's death while an employee of the Corporation pursuant to Section 9.2(iii) or on Grantee's Termination Date pursuant to Section 9.2(v) in the event that Grantee's termination of employment was an Anticipatory Termination, 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.

(c) 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 or any portion thereof are still outstanding and have not yet vested and been released in accordance with Section 9, the Compensation Committee may determine to suspend the vesting of any such 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 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;

(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 Compensation Committee; and

(2) It may be imposed only if the Compensation Committee makes reasonable provision for the retention or realization of the value of such 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 (1)(E) above.

If the suspension or escrow is terminated by the occurrence of an event set forth in clause (1)(A) above, such Restricted Shares and any escrowed amounts will, upon such occurrence, be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

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, then with respect to all then outstanding Restricted Shares, if any, the service requirements will be deemed to have been satisfied, the Restricted Period will terminate, and any such shares that have not already vested shall vest as of the end of the day immediately preceding the Change of Control; (ii) if Grantee's employment was terminated by the Corporation by reason of Grantee's Disability and not for Cause or was terminated by Grantee's Retirement on or after the 1<sup>st</sup> anniversary of the Award Date, in either case prior to the occurrence of the Change of Control, and all or a portion of the Restricted Shares remained outstanding after such termination of employment and are still outstanding pending and subject to affirmative approval of the vesting of such shares by PNC's Designated Person pursuant to Sections 7.1 and 7.2, or if all or a portion of the Restricted Shares otherwise remain outstanding pursuant to Section 7.3, then with respect to all such unvested Restricted Shares outstanding as of the day immediately preceding the Change of Control, any such affirmative vesting approval will be deemed to have been given, the service requirements and any other conditions for vesting will be deemed to have been satisfied, the Restricted Period will terminate, and any such shares shall vest, all as of the day immediately preceding the Change of Control; and (iii) all Restricted Shares that thereby vest pursuant to this Section 8 will settle and be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such vesting date.

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## 9. Vesting, Settlement and Release of Restricted Shares.

### 9.1 Restricted Period.

Restricted Shares are subject to a Restricted Period during which the shares are subject to forfeiture and transfer restrictions pursuant to the terms and conditions of the Agreement. The Restricted Period with respect to the Restricted Shares, or applicable portion thereof if different, is subject to early termination if so determined by the Compensation Committee or its delegate or pursuant to Section 7.3, if applicable, and is the period from the Award Date until the time the Restricted Shares, or applicable portion thereof if different, vest and are released from restriction pursuant to the applicable provisions of Section 9.

9.2 Vesting. The Restricted Shares (or applicable portion thereof, if different) will vest as set forth below, provided that Grantee has satisfied the applicable service requirements set forth in Section 7.1 with respect to the Restricted Shares or applicable portion thereof and the shares have not otherwise been forfeited and are still outstanding at the time or if such shares otherwise vest pursuant to Section 8.

- (i) On the 3<sup>rd</sup> anniversary of the Award Date if Grantee remains an employee of the Corporation through and including the day immediately prior to that date;
- (ii) Where Grantee has a Qualifying Disability Termination or a Qualifying Retirement with respect to the Restricted Shares, on the date PNC's Designated Person affirmatively approves the vesting of such Restricted Shares;
- (iii) On the date of Grantee's death if Grantee died while an employee of the Corporation;
- (iv) As of the end of the day immediately preceding the date of the Change of Control if and to the extent Grantee's Restricted Shares are outstanding and eligible to vest upon the occurrence of a Change of Control and do so vest under the provisions of Section 8;
- (v) As of the end of the day immediately preceding Grantee's Termination Date if such Restricted Shares had not previously vested and are outstanding as of the day immediately preceding Grantee's Termination Date and Grantee's termination of employment was an Anticipatory Termination; and
- (vi) On such earlier date, if any, as the Compensation Committee or its delegate determines, in its sole discretion, to vest any such shares pursuant to Section 7.3;

provided, however, if the Compensation Committee has acted to suspend the vesting of the Restricted Shares or applicable portion thereof pursuant to Section 7.5(c), those Restricted Shares will not vest unless the terms of such suspension have been satisfied in such a way that the Restricted Shares have not been forfeited, and, if so, will vest on the later of the applicable date set forth above and the date the terms of the suspension were satisfied.

Restricted Shares that have been forfeited by Grantee pursuant to the provisions of Section 7.4 or Section 7.5 are not eligible for vesting, will not be settled and released, and will be cancelled without payment of any consideration by PNC.

9.3 Settlement and Release of Restricted Shares. Restricted Shares that remain outstanding and have not been forfeited and cancelled pursuant to Section 7.4 or one of the forfeiture provisions of Section 7.5 and that vest pursuant to Section 9.2 will be released from the forfeiture provisions and transfer restrictions of the Agreement. Other than with respect to any shares withheld for taxes pursuant to Section 10.2, released shares will be settled at the time set forth in this Section 9.3 by reissuance and release of said shares to, or at the proper direction of, Grantee or Grantee's legal representative without the legend referred to in Section 3.

Any delivery of shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative or retained by PNC in accordance with Section 10.2 shall extinguish all right to payment hereunder.

No fractional shares will be reissued, and if the Restricted Shares being released include a fractional interest, such fractional interest will be liquidated on the basis of the then current Fair Market Value of PNC common stock as of the vesting date and paid to Grantee in cash at the time the shares are reissued.

Shares will be reissued and released, and payment will be made for any fractional interest, to Grantee with respect to the settlement of Restricted Shares as soon as administratively practicable (generally within 30 days but in no event before all applicable tax withholding requirements have been satisfied), following the applicable vesting date set forth in Section 9.2 above.

## 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 any tax withholding obligation arises in connection herewith, retain sufficient whole shares of PNC common stock from Restricted Shares being released pursuant to Section 9 to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection herewith. 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. If any withholding is required prior to the time shares are otherwise being released pursuant to Section 9 hereunder, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

PNC will not retain more shares than the number of shares sufficient to satisfy the minimum amount of taxes then required to be withheld in connection with 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 6 months and, in the case of restricted stock, for which it has been at least 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.

Restricted Shares will not be settled and released pursuant to Section 9 unless all applicable withholding tax obligations with respect to such shares have been satisfied.

11. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

11.1 "Agreement," "Award," and "Award Date." "Agreement" means the Restricted Stock Award Agreement between PNC and Grantee evidencing the Award granted to Grantee pursuant to the Plan. "Award" means the 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 Shares are authorized to be granted by the Compensation Committee or its delegate in accordance with the Plan.

11.2 “Anticipatory Termination.” If Grantee’s employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 11.2, 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 in anticipation of a Change of Control, such a termination of employment is an “Anticipatory Termination.”

For purposes of this Section 11.2, “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 that 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 this Section 11.2 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.

11.3 “Board” means the Board of Directors of PNC.

11.4 “Cause” and “termination for Cause.”

Except as otherwise required by Section 11.2 in connection with the definition of Anticipatory Termination set forth in therein, “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 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;

(c) 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;

(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 required by Section 11.2 in connection with the definition of Anticipatory Termination set forth therein, 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.

11.5 "CEO" means the chief executive officer of PNC.

11.6 "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 11.6(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 11.6(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.

11.7 "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.

11.8 "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 that 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 11.12(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.

11.9 "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 U.S. generally accepted accounting principles and (2) satisfies the definition of "service recipient" under Section 409A of the Internal Revenue Code.

11.10 "Corporation" means PNC and its Consolidated Subsidiaries.

11.11 "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 or his or her delegate, if Grantee is not within one of the groups specified in Section 11.11(a).

11.12 "Detrimental Conduct" means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given or withheld 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 (1<sup>st</sup>) 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 (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, the Chief Human Resources Officer of PNC, 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 for purposes of the Agreement.

11.13 “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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

11.14 “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.

11.15 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

11.16 “Grantee” means the person to whom the Restricted Stock Award is granted, and is identified as Grantee on page 1 of the Agreement.

11.17 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

11.18 “Person” has the meaning specified in the definition of “Change of Control” in Section 11.6.

11.19 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

11.20 “PNC” means The PNC Financial Services Group, Inc.

11.21 “Qualifying Retirement” with respect to the Restricted Shares or applicable portion thereof has the meaning set forth in Section 7.

11.22 “Qualifying Disability Termination” with respect to the Restricted Shares or applicable portion thereof has the meaning set forth in Section 7.

11.23 “Restricted Period” has the meaning specified in Section 9.

11.24 “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 Compensation 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.

11.25 “Retiree” means a Grantee who has Retired.

11.26 “SEC” means the United States Securities and Exchange Commission.



11.27 “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.

11.28 “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 U.S 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.

12. 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.

13. 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.

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. 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 this Award (regardless of whether the Restricted Shares ultimately vest, settle and are released); 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 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 Grantee’s Termination Date, or (iii) was, as of Grantee’s 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 shall be replaced with the following subsection (c):

(c) No-Hire. Grantee agrees that Grantee shall not, for a period of one year after Grantee's 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 shall 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 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.

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 shall 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 Award and the Agreement comply with the provisions of Section 409A of the U.S. Internal Revenue Code ("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 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.

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, 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.

16.10 Modification. Modifications or adjustments to the terms of this Agreement may be made by PNC as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement shall be effective unless embodied in a separate, subsequent writing signed by Grantee and by an authorized representative of PNC.

17. Acceptance of Award; PNC Right to Cancel; Effectiveness of Agreement

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 an unaltered and unchanged 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.

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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 17.

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 17 and the Restricted Shares are issued, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equivalent to the amount of the dividends Grantee would have received had the 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

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Grantee

Long-Term Restricted Stock Award  
Continuous Employment Condition  
Standard Restricted Periods: One Year for 1/3<sup>rd</sup>; Two Years for another 1/3<sup>rd</sup>; and Three Years for the remainder

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 Section 11 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 as amended from time to time.

2. Restricted Shares Award. Pursuant to 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”). The Award is subject to acceptance by Grantee in accordance with Section 17 and is subject to the terms and conditions of the Agreement and the Plan.

For purposes of determining the Restricted Period, service requirements and other conditions applicable to each portion of the Restricted Shares under the Agreement, the Restricted Shares are divided into three “Tranches” as follows:

- (a) one-third (1/3<sup>rd</sup>) of these shares (rounded down to the nearest whole share) are in the First Tranche of Restricted Shares;
- (b) another one-third (1/3<sup>rd</sup>) of these shares (rounded down to the nearest whole share) are in the Second Tranche of Restricted Shares; and
- (c) the remaining 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 a Restricted Period as provided in Section 9. Each Tranche of Restricted Shares is subject to forfeiture and to transfer restrictions pursuant to the terms and conditions of the Agreement during the term of the Restricted Period applicable to that Tranche of Restricted Shares and until the conditions of the Agreement have been satisfied with respect to such shares and they vest and are released from the provisions of the Agreement in accordance with Section 9.

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Once issued in accordance with Section 17, 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 (i) the conditions of the Agreement have been satisfied with respect to such shares and the shares are released in accordance with Section 9 or (ii) the shares are forfeited pursuant to the terms of the Agreement, as the case may be.

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 that are forfeited by Grantee pursuant to and in accordance with the terms of Section 7 on failure to meet applicable service or conduct conditions of the Agreement will be cancelled without payment of any consideration by PNC.

Restricted Shares deposited with PNC or its designee that vest and are settled and released in accordance with the terms of Section 9 following satisfaction of all of the conditions of the Agreement with respect to those shares will be released from the restricted account and reissued to, or at the proper direction of, Grantee or Grantee's legal representative without the legend referenced above.

4. Rights as Shareholder. Except as provided in Sections 6 through 9 and subject to Section 17, Grantee will have all the rights and privileges of a shareholder with respect to outstanding Restricted Shares from and after issuance of the shares in accordance with Section 17, 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, such as 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 vested and been released from the terms of the Agreement in accordance with the provisions of Section 9 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 service, conduct and other conditions and forfeiture provisions as those 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, or otherwise alienated or hypothecated, other than as may be required pursuant to Section 10.2, unless and until all of the conditions of the Agreement have been satisfied with respect to such Restricted Shares, the applicable Restricted Period terminates, and the Restricted Shares are released and reissued by PNC pursuant to Section 9.

(b) If Grantee is deceased at the time Restricted Shares are released and reissued by PNC in accordance with Section 9, 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 PNC.

(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: Forfeiture on Failure to Meet Applicable Service or Conduct Conditions

Restricted Shares are subject to satisfaction of the applicable service and conduct conditions set forth in this Section 7. Upon failure to meet the conditions applicable to all or any portion of the Restricted Shares, all affected Restricted Shares that have not yet vested and been released from the terms of the Agreement pursuant to Section 9 will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

Upon any forfeiture of Restricted Shares pursuant to the provisions of this Section 7, neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in or with respect to such shares or any certificate or certificates representing such shares.

7.1 Service Requirements. Grantee will meet the service requirements with respect to the Restricted Shares, or applicable portion thereof if so specified, if Grantee meets the conditions of (i), (ii), (iii), (iv), (v), (iv) or (vii) below with respect to those shares. If more than one of the following is applicable with respect to those shares, Grantee will have met the service requirements for those shares upon the first to occur of such conditions.

- (i) Grantee continues to be employed by the Corporation through and including the day immediately preceding the 1<sup>st</sup> anniversary of the Award Date with respect to the First Tranche Shares, through and including the day immediately preceding the 2<sup>nd</sup> anniversary of the Award Date with respect to the Second Tranche Shares, or through and including the day immediately preceding the 3<sup>rd</sup> anniversary of the Award Date with respect to the Third Tranche Shares, as the case may be.
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be employed by the Corporation until such time as Grantee's employment is terminated by the Corporation by reason of Grantee's Disability (as defined in Section 11) and not for Cause (as defined in Section 11) and PNC's Designated Person (as defined in Section 11) affirmatively approves the vesting of the outstanding First Tranche Shares, Second Tranche Shares, or Third Tranche Shares, as the case may be, in a timely fashion as set forth in Section 7.2 (together, a "Qualifying Disability Termination" with respect to those Restricted Shares or Tranche of Restricted Shares as of the time such affirmative approval of vesting occurs).
- (iv) Grantee continues to be employed by the Corporation until such time as Grantee Retires (as defined in Section 11), such Retirement Date occurs no earlier than the 1<sup>st</sup> anniversary of the Award Date, and PNC's Designated Person affirmatively approves the vesting of the outstanding First Tranche Shares, Second Tranche Shares, or Third Tranche Shares, as the case may be, in a timely fashion as set forth in Section 7.2 (together, a "Qualifying Retirement" with respect to those Restricted Shares or Tranche of Restricted Shares as of the time such affirmative approval of vesting occurs).
- (v) Grantee continues to be employed by the Corporation until such time as Grantee's employment with the Corporation is terminated by the Corporation and such termination is an Anticipatory Termination (as defined in Section 11).

- (vi) A Change of Control (as defined in Section 11) occurs and, as of the day immediately preceding the Change of Control, Grantee either (a) is an employee of the Corporation, (b) was an employee of the Corporation until such time as Grantee's employment was terminated by the Corporation by reason of Grantee's Disability and not for Cause and Grantee's Restricted Shares or portion thereof that had not already vested remains outstanding pending affirmative approval of vesting of such outstanding Tranche or Tranches of Restricted Shares by PNC's Designated Person in accordance with Section 7.2, or (c) was an employee of the Corporation until Grantee's Retirement on or after the 1<sup>st</sup> anniversary of the Award Date and Grantee's Restricted Shares or portion thereof that had not already vested remains outstanding pending affirmative approval of vesting of such outstanding Tranche or Tranches of Restricted Shares by PNC's Designated Person in accordance with Section 7.2.
- (vii) The Compensation Committee or its delegate determines, in their sole discretion, that, with respect to all or a specified portion of Grantee's then outstanding Restricted Shares that have not yet vested and been released, the service requirements will be deemed to have been satisfied with respect to such shares, and such other accompanying restrictions, terms or conditions, if any, as the Compensation Committee or its delegate may in their sole discretion determine have been satisfied, all in accordance with Section 7.3.

7.2 Process for Affirmative Approval by PNC's Designated Person as a Condition of a Qualifying Disability Termination or a Qualifying Retirement with respect to a Tranche or Tranches of Restricted Shares. Where Grantee will meet the service requirements with respect to the Restricted Shares or an applicable Tranche or Tranches thereof by reason of a Qualifying Disability Termination or a Qualifying Retirement as set forth in Section 7.1(iii) or Section 7.1(iv), respectively, only if PNC's Designated Person affirmatively approves the vesting of Grantee's Restricted Shares or an applicable Tranche or Tranches thereof in a timely fashion as set forth in this Section 7.2, the provisions set forth in subsections (a) and (b) below will apply.

Further, until such time, if any, as the affirmative approval of the vesting of the Restricted Shares or applicable Tranche or Tranches thereof determination is made as set forth in subsection (a) below and such shares vest and are released in accordance with the provisions of Section 9, such shares shall be subject to the conduct forfeiture provisions set forth in Section 7.5.

(a) In the event Grantee's employment with the Corporation is terminated prior to the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> anniversary of the Award Date with respect to the First, Second or Third Tranche of the Restricted Shares, as the case may be, by the Corporation by reason of Grantee's Disability and not for Cause, or in the event that Grantee Retires on or after the 1<sup>st</sup> anniversary of the Award Date but prior to the 2<sup>nd</sup> or 3<sup>rd</sup> anniversary of the Award Date with respect to the Second or Third Tranche of the Restricted Shares, as the case may be, the affected Restricted Shares will not be automatically forfeited on Grantee's Termination Date. Instead, the affected Restricted Shares will, subject to the forfeiture provisions of Section 7.5 and of Section 7.2(b) below, remain outstanding pending and subject to affirmative approval of the vesting of the affected Tranche or Tranches of Restricted Shares pursuant to this Section 7.2(a) by the Designated Person specified in Section 11.

If an affected Tranche of Restricted Shares is still outstanding but PNC's Designated Person has not made a specific determination to either approve or disapprove the vesting of an affected Tranche of Restricted Shares by the day immediately preceding the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> anniversary of the Award Date with respect to the First, Second or Third Tranche of the Restricted Shares, as applicable, then the period during which such affected shares remain eligible for vesting 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 (90<sup>th</sup>) day following the anniversary of the Award Date applicable to such Tranche, if the Designated Person is the Chief Human Resources Officer of PNC or delegate, or (ii) the 180<sup>th</sup> day following such anniversary date if the Designated Person is the Compensation Committee or its delegate, whichever is applicable; provided, however, if the Compensation Committee has acted to suspend the vesting of such Restricted Shares pursuant to Section 7.5(c), the period during which such Restricted Shares will remain eligible for vesting will be extended until the terms of such suspension have been satisfied.



If the affected Restricted Shares or Tranche of Restricted Shares remains outstanding and has not been forfeited pursuant to the provisions of Section 7.5 and the vesting of such shares is affirmatively approved by PNC's Designated Person on or prior to the last day of the applicable period for such approval set forth above, including any extension of such period, if applicable, then the service requirement with respect to such shares will be deemed to have been satisfied pursuant to Section 7.1(iii) or Section 7.1(iv), as applicable, on the date of such approval.

(b) If PNC's Designated Person disapproves the vesting of an affected Tranche of Restricted Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting of such shares, then any such 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 period for such approval set forth above with respect to such Tranche of Restricted Shares, including any extension of such period, if applicable, PNC's Designated Person has neither affirmatively approved nor specifically disapproved the vesting of such Tranche of Restricted Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then any such shares that are still outstanding will be forfeited by Grantee to PNC as of close of business on the last day of the applicable period for such approval set forth above, including any extension of such period, if applicable, without payment of any consideration by PNC.

**7.3 Other Compensation Committee Authority.** Prior to the 1<sup>st</sup> anniversary of the Award Date in the case of the First Tranche Shares, or the 2<sup>nd</sup> or 3<sup>rd</sup> anniversary of the Award Date in the case of the Second or Third Tranche Shares, respectively, the Compensation 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 Restricted Shares that have not yet vested and been released, that the service requirement with respect to such Restricted Shares or portion thereof will be deemed to have been satisfied and that such shares or portion thereof shall vest, all subject to such restrictions, terms or conditions as the Compensation Committee or its delegate may in their sole discretion determine.

**7.4 Forfeiture on Failure to Meet Service Requirements.**

(a) If, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements as set forth in Section 7.1 with respect to one or more Tranches of outstanding Restricted Shares and such shares do not remain eligible for satisfaction of the service requirements of Section 7.1 post-employment pursuant to Section 7.2, Section 7.3 or Section 8, or any combination thereof, then any such Tranche or Tranches of Restricted Shares will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date (as defined in Section 11), and the right to receive any payment with respect to dividends with respect to any such shares will also cease on the date such shares are forfeited.

(b) If, at the time Grantee ceases to be employed by the Corporation, some or all of Grantee's Restricted Shares remain eligible for the service requirements of Section 7.1 to be satisfied post-employment, such eligible shares shall remain outstanding pending such satisfaction until either (i) the shares are forfeited and cancelled pursuant to Section 7.5 prior to vesting, or are forfeited and cancelled for failure to vest pursuant to Section 7.2(b) or for failure to meet any conditions required for vesting pursuant to Section 7.3, or (ii) all of the service requirement conditions with respect to such shares have been satisfied and the shares vest and are released pursuant to Section 9, whichever first occurs.

Any Restricted Shares that are forfeited pursuant to the provisions of Section 7.2(b) or Section 7.5 will be cancelled in accordance with the terms of such section, and the right to receive any payment with respect to dividends with respect to any such shares will also cease on the date such shares are forfeited.

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7.5 Forfeiture on Termination for Cause or Upon Determination of Detrimental Conduct; Suspension and Forfeiture Related to Judicial Criminal Proceedings

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 3<sup>rd</sup> anniversary of the Award Date and prior to the occurrence of a Change of Control, if any, then any Restricted Shares that have not yet vested and been released pursuant to Section 9 and are otherwise outstanding on Grantee's Termination Date, together with the right to receive any payment on or after Grantee's Termination Date with respect to dividends on those shares, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

(b) Detrimental Conduct. Restricted Shares that would otherwise remain outstanding after Grantee's Termination Date, if any, pending affirmative approval of vesting will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC (and the right to receive any payment of dividends with respect to any such shares will also cease on the date such shares are forfeited) in the event that, at any time prior to the date such shares vest and are released in accordance with the provisions of Section 9, PNC determines as set forth in Section 11.12 in its sole discretion that Grantee has engaged in Detrimental Conduct and, if so, determines in its sole discretion to cancel such Restricted Shares on the basis of such determination that Grantee has engaged in Detrimental Conduct; provided, however, that: (i) this Section 7.5(b) will not apply to Restricted Shares that vest in the event of Grantee's death while an employee of the Corporation pursuant to Section 9.2(iii) or on Grantee's Termination Date pursuant to Section 9.2(v) in the event that Grantee's termination of employment was an Anticipatory Termination, 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.

(c) 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 or any portion thereof are still outstanding and have not yet vested and been released in accordance with Section 9, the Compensation Committee may determine to suspend the vesting of any such 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 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;

(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 Compensation Committee; and

(2) It may be imposed only if the Compensation Committee makes reasonable provision for the retention or realization of the value of such 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 (1)(E) above.

If the suspension or escrow is terminated by the occurrence of an event set forth in clause (1)(A) above, such Restricted Shares and any escrowed amounts will, upon such occurrence, be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

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, then with respect to all then outstanding Restricted Shares, if any, the service requirements will be deemed to have been satisfied, the Restricted Period will terminate, and any such shares that have not already vested shall vest as of the end of the day immediately preceding the Change of Control; (ii) if Grantee's employment was terminated by the Corporation by reason of Grantee's Disability and not for Cause or was terminated by Grantee's Retirement on or after the 1<sup>st</sup> anniversary of the Award Date, in either case prior to the occurrence of the Change of Control, and all or a portion of the Restricted Shares remained outstanding after such termination of employment and are still outstanding pending and subject to affirmative approval of the vesting of such shares by PNC's Designated Person pursuant to Sections 7.1 and 7.2, or if all or a portion of the Restricted Shares otherwise remain outstanding pursuant to Section 7.3, then with respect to all such unvested Restricted Shares outstanding as of the day immediately preceding the Change of Control, any such affirmative vesting approval will be deemed to have been given, the service requirements and any other conditions for vesting will be deemed to have been satisfied, the Restricted Period will terminate, and any such shares shall vest, all as of the day immediately preceding the Change of Control; and (iii) all Restricted Shares that thereby vest pursuant to this Section 8 will settle and be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such vesting date.

#### 9. Vesting, Settlement and Release of Restricted Shares.

##### 9.1 Restricted Period.

Restricted Shares are subject to a Restricted Period during which the shares are subject to forfeiture and transfer restrictions pursuant to the terms and conditions of the Agreement. The Restricted Period with respect to the Restricted Shares, or applicable portion thereof if different, is subject to early termination if so determined by the Compensation Committee or its delegate or pursuant to Section 7.3, if applicable, and is the period from the Award Date until the time the Restricted Shares, or applicable portion thereof if different, vest and are released from restriction pursuant to the applicable provisions of Section 9.

9.2 Vesting. The Restricted Shares (or applicable portion thereof, if different) will vest as set forth below, provided that Grantee has satisfied the applicable service requirements set forth in Section 7.1 with respect to the Restricted Shares or applicable portion thereof and the shares have not otherwise been forfeited and are still outstanding at the time or if such shares otherwise vest pursuant to Section 8.

- (i) On the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> anniversary of the Award Grant Date, as the case may be, with respect to the First, Second or Third Tranche of Restricted Shares, as applicable, if Grantee remains an employee of the Corporation through and including the day immediately prior to the applicable anniversary date for such Tranche;
- (ii) Where Grantee has a Qualifying Disability Termination or a Qualifying Retirement with respect to the Restricted Shares or applicable Tranche thereof, on the date PNC's Designated Person affirmatively approves the vesting of such Restricted Shares or Tranche of Restricted Shares, as applicable;
- (iii) On the date of Grantee's death if Grantee died while an employee of the Corporation;
- (vi) As of the end of the day immediately preceding the date of the Change of Control if and to the extent Grantee's Restricted Shares are outstanding and eligible to vest upon the occurrence of a Change of Control and do so vest under the provisions of Section 8;

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- (vii) As of the end of the day immediately preceding Grantee's Termination Date if such Restricted Shares had not previously vested and are outstanding as of the day immediately preceding Grantee's Termination Date and Grantee's termination of employment was an Anticipatory Termination; and
  - (vi) On such earlier date, if any, as the Compensation Committee or its delegate determines, in its sole discretion, to vest any such shares pursuant to Section 7.3;

provided, however, if the Compensation Committee has acted to suspend the vesting of the Restricted Shares or applicable portion thereof pursuant to Section 7.5(c), those Restricted Shares will not vest unless the terms of such suspension have been satisfied in such a way that the Restricted Shares have not been forfeited, and, if so, will vest on the later of the applicable date set forth above and the date the terms of the suspension were satisfied.

Restricted Shares that have been forfeited by Grantee pursuant to the provisions of Section 7.4 or Section 7.5 are not eligible for vesting, will not be settled and released, and will be cancelled without payment of any consideration by PNC.

**9.3 Settlement and Release of Restricted Shares.** Restricted Shares that remain outstanding and have not been forfeited and cancelled pursuant to Section 7.4 or one of the forfeiture provisions of Section 7.5 and that vest pursuant to Section 9.2 will be released from the forfeiture provisions and transfer restrictions of the Agreement. Other than with respect to any shares withheld for taxes pursuant to Section 10.2, released shares will be settled at the time set forth in this Section 9.3 by reissuance and release of said shares to, or at the proper direction of, Grantee or Grantee's legal representative without the legend referred to in Section 3.

Any delivery of shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative or retained by PNC in accordance with Section 10.2 shall extinguish all right to payment hereunder.

No fractional shares will be reissued, and if the Restricted Shares being released include a fractional interest, such fractional interest will be liquidated on the basis of the then current Fair Market Value of PNC common stock as of the vesting date and paid to Grantee in cash at the time the shares are reissued.

Shares will be reissued and released, and payment will be made for any fractional interest, to Grantee with respect to the settlement of Restricted Shares as soon as administratively practicable (generally within 30 days but in no event before all applicable tax withholding requirements have been satisfied), following the applicable vesting date set forth in Section 9.2 above.

#### **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 any tax withholding obligation arises in connection herewith, retain sufficient whole shares of PNC common stock from Restricted Shares being released pursuant to Section 9 to satisfy the minimum amount of taxes then required to be withheld by the

Corporation in connection herewith. 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. If any withholding is required prior to the time shares are otherwise being released pursuant to Section 9 hereunder, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

PNC will not retain more shares than the number of shares sufficient to satisfy the minimum amount of taxes then required to be withheld in connection with 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 6 months and, in the case of restricted stock, for which it has been at least 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.

Restricted Shares will not be settled and released pursuant to Section 9 unless all applicable withholding tax obligations with respect to such shares have been satisfied.

11. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

11.1 "Agreement," "Award," and "Award Date." "Agreement" means the Restricted Stock Award Agreement between PNC and Grantee evidencing the Award granted to Grantee pursuant to the Plan. "Award" means the 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 Shares are authorized to be granted by the Compensation Committee or its delegate in accordance with the Plan.

11.2 "Anticipatory Termination." If Grantee's employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 11.2, 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 in anticipation of a Change of Control, such a termination of employment is an "Anticipatory Termination."

For purposes of this Section 11.2, "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 that 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 this Section 11.2 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.

11.3 "Board" means the Board of Directors of PNC.

11.4 "Cause" and "termination for Cause."

Except as otherwise required by Section 11.2 in connection with the definition of Anticipatory Termination set forth in therein, "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 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;

(c) 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;

(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 required by Section 11.2 in connection with the definition of Anticipatory Termination set forth therein, 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.

11.5 "CEO" means the chief executive officer of PNC.

11.6 "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 11.6(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 11.6(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.

11.7 "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.

11.8 "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 that 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 11.12(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.

11.9 “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 U.S. generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the Internal Revenue Code.

11.10 “Corporation” means PNC and its Consolidated Subsidiaries.

11.11 “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 or his or her delegate, if Grantee is not within one of the groups specified in Section 11.11(a).

11.12 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given or withheld 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 (1<sup>st</sup>) 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 (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, the Chief Human Resources Officer of PNC, 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 for purposes of the Agreement.

11.13 “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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

11.14 “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.

11.15 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.



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- 11.16 “Grantee” means the person to whom the Restricted Stock Award is granted, and is identified as Grantee on page 1 of the Agreement.
- 11.17 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.
- 11.18 “Person” has the meaning specified in the definition of “Change of Control” in Section 11.6.
- 11.19 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.
- 11.20 “PNC” means The PNC Financial Services Group, Inc.
- 11.21 “Qualifying Retirement” with respect to the Restricted Shares or applicable portion thereof has the meaning set forth in Section 7.
- 11.22 “Qualifying Disability Termination” with respect to the Restricted Shares or applicable portion thereof has the meaning set forth in Section 7.
- 11.23 “Restricted Period” has the meaning specified in Section 9.
- 11.24 “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 Compensation 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.
- 11.25 “Retiree” means a Grantee who has Retired.
- 11.26 “SEC” means the United States Securities and Exchange Commission.
- 11.27 “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.
- 11.28 “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 U.S. 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.
- 11.29 “Tranche(s)” or “First, Second or Third Tranche” have the meanings set forth in Section 2.
12. 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.

13. 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.

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. 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 this Award (regardless of whether the Restricted Shares ultimately vest, settle and are released); 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 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 Grantee's Termination Date, or (iii) was, as of Grantee's 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 shall be replaced with the following subsection (c):

(c) No-Hire. Grantee agrees that Grantee shall not, for a period of one year after Grantee's 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 shall 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 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.

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 shall 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 Award and the Agreement comply with the provisions of Section 409A of the U.S. Internal Revenue Code ("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 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.

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, 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.

16.10 Modification. Modifications or adjustments to the terms of this Agreement may be made by PNC as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement shall be effective unless embodied in a separate, subsequent writing signed by Grantee and by an authorized representative of PNC.

17. Acceptance of Award; PNC Right to Cancel; Effectiveness of Agreement.

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 an unaltered and unchanged 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 17.

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 17 and the Restricted Shares are issued, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equivalent to the amount of the dividends Grantee would have received had the 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.

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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

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Grantee

Long-Term Restricted Stock Award  
Continuous Employment Condition  
Standard Restricted Periods: Three Years for 25%; Four Years for another 25%; and Five Years for the remainder

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 Section 11 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 as amended from time to time.

2. Restricted Shares Award. Pursuant to 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"). The Award is subject to acceptance by Grantee in accordance with Section 17 and is subject to the terms and conditions of the Agreement and the Plan.

For purposes of determining the Restricted Period, service requirements and other conditions 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 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 a Restricted Period as provided in Section 9. Each Tranche of Restricted Shares is subject to forfeiture and to transfer restrictions pursuant to the terms and conditions of the Agreement during the term of the Restricted Period applicable to that Tranche of Restricted Shares and until the conditions of the Agreement have been satisfied with respect to such shares and they vest and are released from the provisions of the Agreement in accordance with Section 9.

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Once issued in accordance with Section 17, 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 (i) the conditions of the Agreement have been satisfied with respect to such shares and the shares are released in accordance with Section 9 or (ii) the shares are forfeited pursuant to the terms of the Agreement, as the case may be.

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 that are forfeited by Grantee pursuant to and in accordance with the terms of Section 7 on failure to meet applicable service or conduct conditions of the Agreement will be cancelled without payment of any consideration by PNC.

Restricted Shares deposited with PNC or its designee that vest and are settled and released in accordance with the terms of Section 9 following satisfaction of all of the conditions of the Agreement with respect to those shares will be released from the restricted account and reissued to, or at the proper direction of, Grantee or Grantee's legal representative without the legend referenced above.

4. Rights as Shareholder. Except as provided in Sections 6 through 9 and subject to Section 17, Grantee will have all the rights and privileges of a shareholder with respect to outstanding Restricted Shares from and after issuance of the shares in accordance with Section 17, 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, such as 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 vested and been released from the terms of the Agreement in accordance with the provisions of Section 9 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 service, conduct and other conditions and forfeiture provisions as those 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, or otherwise alienated or hypothecated, other than as may be required pursuant to Section 10.2, unless and until all of the conditions of the Agreement have been satisfied with respect to such Restricted Shares, the applicable Restricted Period terminates, and the Restricted Shares are released and reissued by PNC pursuant to Section 9.

(b) If Grantee is deceased at the time Restricted Shares are released and reissued by PNC in accordance with Section 9, 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 PNC.

(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: Forfeiture on Failure to Meet Applicable Service or Conduct Conditions**

Restricted Shares are subject to satisfaction of the applicable service and conduct conditions set forth in this Section 7. Upon failure to meet the conditions applicable to all or any portion of the Restricted Shares, all affected Restricted Shares that have not yet vested and been released from the terms of the Agreement pursuant to Section 9 will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

Upon any forfeiture of Restricted Shares pursuant to the provisions of this Section 7, neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in or with respect to such shares or any certificate or certificates representing such shares.

**7.1 Service Requirements.** Grantee will meet the service requirements with respect to the Restricted Shares, or applicable portion thereof if so specified, if Grantee meets the conditions of (i), (ii), (iii), (iv), (v) or (iv) below with respect to those shares. If more than one of the following is applicable with respect to those shares, Grantee will have met the service requirements for those shares upon the first to occur of such conditions.

- (i) Grantee continues to be employed by the Corporation through and including the day immediately preceding the 3<sup>d</sup> anniversary of the Award Date with respect to the First Tranche Shares, through and including the day immediately preceding the 4<sup>th</sup> anniversary of the Award Date with respect to the Second Tranche Shares, or through and including the day immediately preceding the 5<sup>th</sup> anniversary of the Award Date with respect to the Third Tranche Shares, as the case may be.
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be employed by the Corporation until such time as Grantee's employment is terminated by the Corporation by reason of Grantee's Disability (as defined in Section 11) and not for Cause (as defined in Section 11) and PNC's Designated Person (as defined in Section 11) affirmatively approves the vesting of the outstanding First Tranche Shares, Second Tranche Shares, or Third Tranche Shares, as the case may be, in a timely fashion as set forth in Section 7.2 (together, a "Qualifying Disability Termination" with respect to those Restricted Shares or Tranche of Restricted Shares as of the time such affirmative approval of vesting occurs).
- (iv) Grantee continues to be employed by the Corporation until such time as Grantee's employment with the Corporation is terminated by the Corporation and such termination is an Anticipatory Termination (as defined in Section 11).
- (v) A Change of Control (as defined in Section 11) occurs and, as of the day immediately preceding the Change of Control, Grantee either (a) is an employee of the Corporation or (b) was an employee of the Corporation until such time as Grantee's employment was terminated by the Corporation by reason of Grantee's Disability and not for Cause and Grantee's Restricted Shares or portion thereof that had not already vested remains outstanding pending affirmative approval of vesting of such outstanding Tranche or Tranches of Restricted Shares by PNC's Designated Person in accordance with Section 7.2.



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- (vi) The Compensation Committee or its delegate determines, in their sole discretion, that, with respect to all or a specified portion of Grantee's then outstanding Restricted Shares that have not yet vested and been released, the service requirements will be deemed to have been satisfied with respect to such shares, and such other accompanying restrictions, terms or conditions, if any, as the Compensation Committee or its delegate may in their sole discretion determine have been satisfied, all in accordance with Section 7.3.

7.2 Process for Affirmative Approval by PNC's Designated Person as a Condition of a Qualifying Disability Termination or a Qualifying Retirement with respect to a Tranche or Tranches of Restricted Shares. Where Grantee will meet the service requirements with respect to the Restricted Shares or an applicable Tranche or Tranches thereof by reason of a Qualifying Disability Termination as set forth in Section 7.1(iii) only if PNC's Designated Person affirmatively approves the vesting of Grantee's Restricted Shares or an applicable Tranche or Tranches thereof in a timely fashion as set forth in this Section 7.2, the provisions set forth in subsections (a) and (b) below will apply.

Further, until such time, if any, as the affirmative approval of the vesting of the Restricted Shares or applicable Tranche or Tranches thereof determination is made as set forth in subsection (a) below and such shares vest and are released in accordance with the provisions of Section 9, such shares shall be subject to the conduct forfeiture provisions set forth in Section 7.5.

(a) In the event Grantee's employment with the Corporation is terminated prior to the 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> anniversary of the Award Date with respect to the First, Second or Third Tranche of the Restricted Shares, as the case may be, by the Corporation by reason of Grantee's Disability and not for Cause, the affected Restricted Shares will not be automatically forfeited on Grantee's Termination Date. Instead, the affected Restricted Shares will, subject to the forfeiture provisions of Section 7.5 and of Section 7.2(b) below, remain outstanding pending and subject to affirmative approval of the vesting of the affected Tranche or Tranches of Restricted Shares pursuant to this Section 7.2(a) by the Designated Person specified in Section 11.

If an affected Tranche of Restricted Shares is still outstanding but PNC's Designated Person has not made a specific determination to either approve or disapprove the vesting of an affected Tranche of Restricted Shares by the day immediately preceding the 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> anniversary of the Award Date with respect to the First, Second or Third Tranche of the Restricted Shares, as applicable, then the period during which such affected shares remain eligible for vesting 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 (90<sup>th</sup>) day following the anniversary of the Award Date applicable to such Tranche, if the Designated Person is the Chief Human Resources Officer of PNC or delegate, or (ii) the 180<sup>th</sup> day following such anniversary date if the Designated Person is the Compensation Committee or its delegate, whichever is applicable; provided, however, if the Compensation Committee has acted to suspend the vesting of such Restricted Shares pursuant to Section 7.5(c), the period during which such Restricted Shares will remain eligible for vesting will be extended until the terms of such suspension have been satisfied.

If the affected Restricted Shares or Tranche of Restricted Shares remains outstanding and has not been forfeited pursuant to the provisions of Section 7.5 and the vesting of such shares is affirmatively approved by PNC's Designated Person on or prior to the last day of the applicable period for such approval set forth above, including any extension of such period, if applicable, then the service requirement with respect to such shares will be deemed to have been satisfied pursuant to Section 7.1(iii) on the date of such approval.

(b) If PNC's Designated Person disapproves the vesting of an affected Tranche of Restricted Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting of such shares, then any such 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 period for such approval set forth above with respect to such Tranche of Restricted Shares, including any extension of such period, if applicable, PNC's Designated Person has neither affirmatively approved nor specifically disapproved the vesting of such Tranche of Restricted Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then any such shares that are still outstanding will be forfeited by Grantee to PNC as of close of business on the last day of the applicable period for such approval set forth above, including any extension of such period, if applicable, without payment of any consideration by PNC.

**7.3 Other Compensation Committee Authority.** Prior to the 3<sup>rd</sup> anniversary of the Award Date in the case of the First Tranche Shares, or the 4<sup>th</sup> or 5<sup>th</sup> anniversary of the Award Date in the case of the Second or Third Tranche Shares, respectively, the Compensation 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 Restricted Shares that have not yet vested and been released, that the service requirement with respect to such Restricted Shares or portion thereof will be deemed to have been satisfied and that such shares or portion thereof shall vest, all subject to such restrictions, terms or conditions as the Compensation Committee or its delegate may in their sole discretion determine.

**7.4 Forfeiture on Failure to Meet Service Requirements.**

(a) If, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements as set forth in Section 7.1 with respect to one or more Tranches of outstanding Restricted Shares and such shares do not remain eligible for satisfaction of the service requirements of Section 7.1 post-employment pursuant to Section 7.2, Section 7.3 or Section 8, or any combination thereof, then any such Tranche or Tranches of Restricted Shares will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date (as defined in Section 11), and the right to receive any payment with respect to dividends with respect to any such shares will also cease on the date such shares are forfeited.

(b) If, at the time Grantee ceases to be employed by the Corporation, some or all of Grantee's Restricted Shares remain eligible for the service requirements of Section 7.1 to be satisfied post-employment, such eligible shares shall remain outstanding pending such satisfaction until either (i) the shares are forfeited and cancelled pursuant to Section 7.5 prior to vesting, or are forfeited and cancelled for failure to vest pursuant to Section 7.2(b) or for failure to meet any conditions required for vesting pursuant to Section 7.3, or (ii) all of the service requirement conditions with respect to such shares have been satisfied and the shares vest and are released pursuant to Section 9, whichever first occurs.

Any Restricted Shares that are forfeited pursuant to the provisions of Section 7.2(b) or Section 7.5 will be cancelled in accordance with the terms of such section, and the right to receive any payment with respect to dividends with respect to any such shares will also cease on the date such shares are forfeited.

**7.5 Forfeiture on Termination for Cause or Upon Determination of Detrimental Conduct; Suspension and Forfeiture Related to Judicial Criminal Proceedings**

(a) **Termination for Cause.** In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 3<sup>rd</sup> anniversary of the Award Date and prior to the occurrence of a Change of Control, if any, then any Restricted Shares that have not yet vested and been released pursuant to Section 9 and are otherwise outstanding on Grantee's Termination Date, together with the right to receive any payment on or after Grantee's Termination Date with respect to dividends on those shares, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

(b) **Detrimental Conduct.** Restricted Shares that would otherwise remain outstanding after Grantee's Termination Date, if any, pending affirmative approval of vesting will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC (and the right to receive any payment of dividends with respect to any such shares will also cease on the date such shares are forfeited) in the event that, at any time prior to the date such shares vest and are released in accordance with the provisions of Section 9, PNC determines as set forth in Section 11.12 in its sole discretion that Grantee has engaged in Detrimental Conduct and, if so, determines in its sole discretion to cancel such Restricted Shares on the

basis of such determination that Grantee has engaged in Detrimental Conduct; provided, however, that: (i) this Section 7.5(b) will not apply to Restricted Shares that vest in the event of Grantee's death while an employee of the Corporation pursuant to Section 9.2(iii) or on Grantee's Termination Date pursuant to Section 9.2(v) in the event that Grantee's termination of employment was an Anticipatory Termination, 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.

(c) 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 or any portion thereof are still outstanding and have not yet vested and been released in accordance with Section 9, the Compensation Committee may determine to suspend the vesting of any such 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 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;

(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 Compensation Committee; and

(2) It may be imposed only if the Compensation Committee makes reasonable provision for the retention or realization of the value of such 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 (1)(E) above.

If the suspension or escrow is terminated by the occurrence of an event set forth in clause (1)(A) above, such Restricted Shares and any escrowed amounts will, upon such occurrence, be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

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, then with respect to all then outstanding Restricted Shares, if any, the service requirements will be deemed to have been satisfied, the Restricted Period will terminate, and any such shares that have not already vested shall vest as of the end of the day immediately preceding the Change of Control; (ii) if Grantee's employment was terminated by the Corporation by reason of Grantee's Disability and not for Cause prior to the occurrence of the Change of Control, and all or a portion of the Restricted Shares remained outstanding after such termination of employment and are still

outstanding pending and subject to affirmative approval of the vesting of such shares by PNC's Designated Person pursuant to Sections 7.1 and 7.2, or if all or a portion of the Restricted Shares otherwise remain outstanding pursuant to Section 7.3, then with respect to all such unvested Restricted Shares outstanding as of the day immediately preceding the Change of Control, any such affirmative vesting approval will be deemed to have been given, the service requirements and any other conditions for vesting will be deemed to have been satisfied, the Restricted Period will terminate, and any such shares shall vest, all as of the day immediately preceding the Change of Control; and (iii) all Restricted Shares that thereby vest pursuant to this Section 8 will settle and be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such vesting date.

#### 9. Vesting, Settlement and Release of Restricted Shares.

##### 9.1 Restricted Period.

Restricted Shares are subject to a Restricted Period during which the shares are subject to forfeiture and transfer restrictions pursuant to the terms and conditions of the Agreement. The Restricted Period with respect to the Restricted Shares, or applicable portion thereof if different, is subject to early termination if so determined by the Compensation Committee or its delegate or pursuant to Section 7.3, if applicable, and is the period from the Award Date until the time the Restricted Shares, or applicable portion thereof if different, vest and are released from restriction pursuant to the applicable provisions of Section 9.

9.2 Vesting. The Restricted Shares (or applicable portion thereof, if different) will vest as set forth below, provided that Grantee has satisfied the applicable service requirements set forth in Section 7.1 with respect to the Restricted Shares or applicable portion thereof and the shares have not otherwise been forfeited and are still outstanding at the time or if such shares otherwise vest pursuant to Section 8.

- (i) On the 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> anniversary of the Award Grant Date, as the case may be, with respect to the First, Second or Third Tranche of Restricted Shares, as applicable, if Grantee remains an employee of the Corporation through and including the day immediately prior to the applicable anniversary date for such Tranche;
- (ii) Where Grantee has a Qualifying Disability Termination with respect to the Restricted Shares or applicable Tranche thereof, on the date PNC's Designated Person affirmatively approves the vesting of such Restricted Shares or Tranche of Restricted Shares, as applicable;
- (iii) On the date of Grantee's death if Grantee died while an employee of the Corporation;
- (viii) As of the end of the day immediately preceding the date of the Change of Control if and to the extent Grantee's Restricted Shares are outstanding and eligible to vest upon the occurrence of a Change of Control and do so vest under the provisions of Section 8;
- (ix) As of the end of the day immediately preceding Grantee's Termination Date if such Restricted Shares had not previously vested and are outstanding as of the day immediately preceding Grantee's Termination Date and Grantee's termination of employment was an Anticipatory Termination; and
- (vi) On such earlier date, if any, as the Compensation Committee or its delegate determines, in its sole discretion, to vest any such shares pursuant to Section 7.3;

provided, however, if the Compensation Committee has acted to suspend the vesting of the Restricted Shares or applicable portion thereof pursuant to Section 7.5(c), those Restricted Shares will not vest unless the terms of such suspension have been satisfied in such a way that the Restricted Shares have not been forfeited, and, if so, will vest on the later of the applicable date set forth above and the date the terms of the suspension were satisfied.

Restricted Shares that have been forfeited by Grantee pursuant to the provisions of Section 7.4 or Section 7.5 are not eligible for vesting, will not be settled and released, and will be cancelled without payment of any consideration by PNC.

9.3 Settlement and Release of Restricted Shares. Restricted Shares that remain outstanding and have not been forfeited and cancelled pursuant to Section 7.4 or one of the forfeiture provisions of Section 7.5 and that vest pursuant to Section 9.2 will be released from the forfeiture provisions and transfer restrictions of the Agreement. Other than with respect to any shares withheld for taxes pursuant to Section 10.2, released shares will be settled at the time set forth in this Section 9.3 by reissuance and release of said shares to, or at the proper direction of, Grantee or Grantee's legal representative without the legend referred to in Section 3.

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Any delivery of shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative or retained by PNC in accordance with Section 10.2 shall extinguish all right to payment hereunder.

No fractional shares will be reissued, and if the Restricted Shares being released include a fractional interest, such fractional interest will be liquidated on the basis of the then current Fair Market Value of PNC common stock as of the vesting date and paid to Grantee in cash at the time the shares are reissued.

Shares will be reissued and released, and payment will be made for any fractional interest, to Grantee with respect to the settlement of Restricted Shares as soon as administratively practicable (generally within 30 days but in no event before all applicable tax withholding requirements have been satisfied), following the applicable vesting date set forth in Section 9.2 above.

#### 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 any tax withholding obligation arises in connection herewith, retain sufficient whole shares of PNC common stock from Restricted Shares being released pursuant to Section 9 to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection herewith. 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. If any withholding is required prior to the time shares are otherwise being released pursuant to Section 9 hereunder, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

PNC will not retain more shares than the number of shares sufficient to satisfy the minimum amount of taxes then required to be withheld in connection with 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 6 months and, in the case of restricted stock, for which it has been at least 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.

Restricted Shares will not be settled and released pursuant to Section 9 unless all applicable withholding tax obligations with respect to such shares have been satisfied.

11. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

11.1 “Agreement,” “Award,” and “Award Date.” “Agreement” means the Restricted Stock Award Agreement between PNC and Grantee evidencing the Award granted to Grantee pursuant to the Plan. “Award” means the 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 Shares are authorized to be granted by the Compensation Committee or its delegate in accordance with the Plan.

11.2 “Anticipatory Termination.” If Grantee’s employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 11.2, 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 in anticipation of a Change of Control, such a termination of employment is an “Anticipatory Termination.”

For purposes of this Section 11.2, “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 that 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 this Section 11.2 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.

11.3 “Board” means the Board of Directors of PNC.

11.4 “Cause” and “termination for Cause.”

Except as otherwise required by Section 11.2 in connection with the definition of Anticipatory Termination set forth in therein, “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 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;

(c) 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;

(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 required by Section 11.2 in connection with the definition of Anticipatory Termination set forth therein, 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.

11.5 "CEO" means the chief executive officer of PNC.

11.6 "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 11.6(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 11.6(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.

11.7 “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.

11.8 “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 that 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 11.12(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.

11.9 “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 U.S. generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the Internal Revenue Code.

11.10 “Corporation” means PNC and its Consolidated Subsidiaries.

11.11 “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 or his or her delegate, if Grantee is not within one of the groups specified in Section 11.11(a).

11.12 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given or withheld 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 (1<sup>st</sup>) 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;



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- (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 (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, the Chief Human Resources Officer of PNC, 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 for purposes of the Agreement.

11.13 "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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

11.14 "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.

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

11.16 "Grantee" means the person to whom the Restricted Stock Award is granted, and is identified as Grantee on page 1 of the Agreement.

11.17 "Internal Revenue Code" means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

11.18 "Person" has the meaning specified in the definition of "Change of Control" in Section 11.6.

11.19 "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

11.20 "PNC" means The PNC Financial Services Group, Inc.

11.21 "Qualifying Disability Termination" with respect to the Restricted Shares or applicable portion thereof has the meaning set forth in Section 7.

11.22 "Restricted Period" has the meaning specified in Section 9.

11.23 "SEC" means the United States Securities and Exchange Commission.

11.24 “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.

11.25 “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 U.S. 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.

11.26 “Tranche(s)” or “First, Second or Third Tranche” have the meanings set forth in Section 2.

12. 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.

13. 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.

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. 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 this Award (regardless of whether the Restricted Shares ultimately vest, settle and are released); 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 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 Grantee’s Termination Date, or (iii) was, as of Grantee’s 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 shall be replaced with the following subsection (c):

(c) No-Hire. Grantee agrees that Grantee shall not, for a period of one year after Grantee's 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 shall 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 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.

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 shall 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 Award and the Agreement comply with the provisions of Section 409A of the U.S. Internal Revenue Code ("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 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.

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, 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.

16.10 Modification. Modifications or adjustments to the terms of this Agreement may be made by PNC as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement shall be effective unless embodied in a separate, subsequent writing signed by Grantee and by an authorized representative of PNC.

#### 17. Acceptance of Award; PNC Right to Cancel; Effectiveness of Agreement

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

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time prior to Grantee's delivery to PNC of an unaltered and unchanged 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 17.

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 17 and the Restricted Shares are issued, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equivalent to the amount of the dividends Grantee would have received had the 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

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Grantee

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

\* \* \*

CASH-PAYABLE RESTRICTED SHARE UNITS  
AWARD AGREEMENT

\* \* \*

GRANTEE: [Name]  
AWARD DATE: , 20  
RESTRICTED SHARE UNITS: [Number] share units

1. Definitions. Certain terms used in this Cash-Payable 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 as amended from time to time.

2. Restricted Share Units and Related Dividend Equivalents Award. Pursuant to the Plan and subject to the terms and conditions of the Agreement, PNC grants to the Grantee named above (“Grantee”) a cash-payable award opportunity of the number set forth above of restricted share units (“Restricted Share Units”), together with the opportunity to receive related 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”). The Award is subject to acceptance by Grantee in accordance with Section 15 and is 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, to the extent not yet paid, the related Dividend Equivalents, are subject to forfeiture pursuant to the terms and conditions of the Agreement until vesting and settlement of the Restricted Share Units in accordance with the terms of the Agreement.

Restricted Share Units that are not forfeited in accordance with the terms of Section 5 and that vest in accordance with the terms of Section 6 will be settled and paid out pursuant to and in accordance with the terms of that Section 6. Restricted 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 to which they relate and therefore shall terminate, without payment of any consideration by PNC, upon the cancellation or settlement, whichever is applicable, of the Restricted Share Units to which they relate.

4. Dividend Equivalents.

Dividend Equivalents. These Dividend Equivalents are related to the Restricted Share Units, and Dividend Equivalent payments are applicable for the period during which the Tranche of Restricted Share

Units to which they relate is outstanding. Dividend Equivalents apply to the period from and after the Award Date until such time as the applicable Tranche of Restricted Share Units granted in connection with the Dividend Equivalents either (i) vests pursuant to and in accordance with the terms of Section 6 or (ii) is cancelled upon forfeiture in accordance with the terms of Section 5. At the end of such period (either the vesting date in accordance with Section 6 or cancellation date in accordance with Section 5), the Dividend Equivalents terminate.

Once the Agreement is effective in accordance with Section 15 and subject to the terms and conditions of this Section 4, the Corporation will make Dividend Equivalents payments to Grantee, where applicable, of cash 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 the Dividend Equivalents period.

Payment. The Corporation will make Dividend Equivalents payments to Grantee where applicable pursuant to this Section 4 each quarter following the dividend payment date that relates to 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. Dividend Equivalents payments are subject to the additional conditions set forth below, and except as otherwise provided below, Dividend Equivalents will not be payable with respect to a dividend unless the Restricted Share Units to which the Dividend Equivalents relate were outstanding on both the dividend record date and dividend payment date for such dividend.

Additional Conditions. Termination or cancellation of the right to ongoing Dividend Equivalents will have no effect on cash payments made pursuant to this Section 4 prior to such termination or cancellation.

If the termination of the right to ongoing Dividend Equivalents occurs because the related Restricted Share Units vest pursuant to and in accordance with the terms of Section 6 and if 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 termination of the right to ongoing Dividend Equivalents occurs because the related Restricted Share Units are cancelled upon forfeiture in accordance with the terms of Section 5, Grantee will not receive any dividend equivalent payments on or after such forfeiture date, whether or not a dividend record date had occurred prior to such date.

#### 5. Forfeiture Events: Termination of Award Upon Forfeiture of Units

(a) Termination of Award Upon Forfeiture of Units. The Award is subject to the forfeiture provisions set forth in this Section 5. Upon forfeiture and cancellation of Restricted Share Units and the right to receive payment with respect to related Dividend Equivalents pursuant to the terms and conditions of Section 5, 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.

(b) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 3<sup>rd</sup> anniversary of the Award Date and prior to the occurrence of a Change of Control, if any, then all then outstanding Restricted Share Units, together with the right to receive any payment on or after Grantee's Termination Date with respect to the related Dividend Equivalents, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date.

(c) Competitive Activities. Restricted Share Units that would otherwise remain outstanding after Grantee's Termination Date, if any, together with the right to receive payment with respect to related Dividend Equivalents, 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 Restricted Share Units, if any, vest in accordance with Section 6, PNC by PNC's Designated Person determines in its sole discretion that Grantee has engaged in Competitive Activities and, if so, determines in its sole discretion to cancel such Restricted Share Units on the basis of such determination 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(c), "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.

#### 6. Vesting and Settlement of Restricted 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.

Grantee's Restricted Share Units will vest upon the earliest to occur of the events set forth in subclauses (i), (ii) and (iii) below, provided that the Restricted Share Units have not been forfeited prior to such event pursuant to the provisions of Section 5 and remain outstanding at the time:

(i) the 1<sup>st</sup> anniversary of the Award Date in the case of the First Tranche share units, the 2<sup>nd</sup> anniversary of the Award Date in the case of the Second Tranche share units, and the 3<sup>rd</sup> 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.

Restricted Share Units that have been forfeited by Grantee pursuant to the provisions of Section 5 are not eligible for vesting, will not settle and will be cancelled without payment of any consideration by PNC.

The Dividend Equivalents period with respect to Dividend Equivalents related to an applicable Tranche of Restricted Share Units will end and such Dividend Equivalents will terminate either on the vesting date for such Tranche of Restricted Share Units in accordance with Section 6 or on the cancellation date for such Restricted Share Units in accordance with Section 5, as applicable.

(b) Settlement Amount. Restricted Share Units that have vested will be settled by the payment to Grantee of cash in an amount equal to the number of Restricted Share Units being settled multiplied by the Fair Market Value of a share of PNC common stock on the vesting date or by the per share value otherwise provided pursuant to Section 8 as applicable.

Payout timing for vested Restricted Share Units being settled is set forth in Section 6(c).

(c) Payout Timing. Payment will be made to Grantee in settlement of Restricted Share Units that have vested as soon as practicable after the vesting date set forth in the applicable subclause of Section 6(a), generally within 30 days but no later than December 31<sup>st</sup> of the calendar year in which the vesting date occurs, subject to the following:



- Where vesting occurs pursuant to Section 6(a)(ii) upon Grantee's death, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death
- Where vesting occurs pursuant to Section 6(a)(iii) on the occurrence of a Change of Control:
  - (1) If, under the circumstances, the Change of Control is a permissible payment event under Section 409A of the U.S. Internal Revenue Code, payment will be made as soon as practicable after the Change of Control date, but in no event later than December 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, the 15<sup>th</sup> 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 U.S. 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 U.S. Internal Revenue Code, then payment will be made as soon as practicable after the 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> anniversary of the Award Date, as applicable to the First, Second or Third Tranche, respectively (that is, the date that would have been the scheduled vesting date for such Tranche of the Restricted Share Units had they vested pursuant to Section 6(a)(i) rather than pursuant to Section 6(a)(iii)), but in no event later than December 31<sup>st</sup> of the year in which such scheduled vesting date occurs
- Where vesting occurs pursuant to Section 6(a)(iii) on the occurrence of a Change of Control and payment is scheduled for as soon as practicable after the applicable anniversary of the Award Date pursuant to clause (2) above but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death, provided, however, that payment will be made no later than the latest time specified herein for payment had Grantee not died prior to the scheduled payout date

Payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements have been satisfied.

7. No Rights as Shareholder. Grantee will have no rights as a shareholder of PNC by virtue of this Award.

8. Capital Adjustments.

(a) Except as otherwise provided in Section 8(b), 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, that outstanding vested Restricted Share Units are settled and paid, 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 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 award amount authorized for payment to Grantee pursuant to Section 6 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 or its delegate in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

(b) Upon the occurrence of a Change of Control, the number, class and kind of Restricted Share Units and related Dividend Equivalents then outstanding under the Award will automatically be adjusted to reflect the same changes as are made to outstanding shares of PNC common stock generally, and the value per Share Unit 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) Restricted Share Units and related Dividend Equivalents may not be sold, assigned, transferred, exchanged, pledged, or otherwise alienated or hypothecated.

(b) If Grantee is deceased at the time vested Restricted Share Units are settled and paid out 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 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.

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 related Dividend Equivalents nor any payment with respect to such 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.

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.

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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. Compliance with U.S. 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 U.S. 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.

14.4 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 Award, and any right to receive value pursuant to the Award and to retain any such 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.

14.5 Modification. Modifications or adjustments to the terms of this Agreement may be made by PNC as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement shall be effective unless embodied in a separate, subsequent writing signed by Grantee and by an authorized representative of PNC.

15. Acceptance of Award; PNC Right to Cancel; Effectiveness of Agreement.

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 an unaltered and unchanged 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.

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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

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Grantee

ANNEX A  
CERTAIN DEFINITIONS

\* \* \*

A.1 “Agreement” means the Cash-Payable Restricted Share Units Award Agreement between PNC and Grantee evidencing the Restricted Share Units and related Dividend Equivalents award granted to Grantee pursuant to the Plan.

A.2 “Award” and “Award Date” “Award” means the Restricted Share Units and related 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 and related 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 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;

(c) 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;

(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 CEO or any other executive officer of PNC, 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 Activities" has the meaning set forth in Section 5(c) of the Agreement.

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, any other executive officer of PNC, or any other individual as may be designated in writing by an executive officer of PNC to act as a Designated Person for purposes of the Agreement.

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A.12 “Dividend Equivalents” means the opportunity to receive dividend-equivalents granted to Grantee pursuant to the Plan in connection with the Restricted Stock Units to which they relate and evidenced by the Agreement.

A.13 “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.14 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

A.15 “Grantee” means the person to whom the Restricted Share Units and related Dividend Equivalents award is granted, and is identified as Grantee on page 1 of the Agreement.

A.16 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

A.17 “Person” shall have the meaning specified in the definition of “Change of Control” in Section A.6.

A.18 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

A.19 “PNC” means The PNC Financial Services Group, Inc.

A.20 “Restricted Share Units” means the award opportunity of the number of cash-payable restricted share units specified as the Share Units on page 1 of the Agreement, subject to capital adjustments pursuant to Section 8 of the Agreement if any, granted to Grantee pursuant to the Plan and evidenced by the Agreement.

A.21 “SEC” means the United States Securities and Exchange Commission.

A.22 “Section 409A” means Section 409A of the United States Internal Revenue Code.

A.23 “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.24 “Share” means a share of PNC common stock.

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.

FORMS OF EMPLOYEE STOCK OPTION, RESTRICTED STOCK AND RESTRICTED SHARE UNIT  
AGREEMENTS WITH VARIED VESTING, PAYMENT AND OTHER CIRCUMSTANCES

FORM OF STOCK OPTION AGREEMENT  
WITH VARIED VESTING SCHEDULE OR CIRCUMSTANCES

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 Section 7 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 as amended from time to time. 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.

Pursuant to the Plan and subject to the terms and conditions of the Agreement, PNC grants to the Optionee named above (“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. The Option is subject to acceptance by Optionee in accordance with Section 12 and is subject to the terms and conditions of the Agreement and the Plan.

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 7.18, 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:



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[provide vesting schedule and/or circumstances, including any special provisions for retirement, etc.]

(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 Compensation 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 U.S. 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.

[provide alternate provisions and/or other conditions as applicable]

**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 Compensation 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 Compensation Committee; and

(b) It may be imposed only if the Compensation 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 (a)(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, to the extent outstanding and exercisable, 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. 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, the Compensation 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 Corporate Transactions such that the rights of Optionee are neither enlarged nor diminished as a result of such Corporate Transactions, including without limitation cancellation of the Option immediately prior to the effective time of such 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 such Corporate Transaction.

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 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.

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#### 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 or successor regulation and in such manner as may be permitted by PNC from time to time consistent with said Regulation T or successor regulation.

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. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

7.1 “Agreement” means the Nonstatutory Stock Option Agreement between PNC and Optionee evidencing the Option granted to Optionee pursuant to the Plan.

7.2 “Board” means the Board of Directors of PNC.

7.3 “Cause” and “termination for Cause.”

(a) “Cause” and “termination for 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 this Section 7.3(a) 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” and “termination for 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 any code of conduct of a subsidiary of PNC that is applicable to Optionee or (2) other written policy of PNC or other written policy of a subsidiary of PNC that is applicable to Optionee, 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 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 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 this Section 7.3(b) 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.

7.4 “CEO” means the chief executive officer of PNC.

7.5 “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 7.5(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 7.5(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.

7.6 “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.

7.7 “Change of Control Failure” means the following:

(a) with respect to a Change of Control Triggering Event described in Section 7.8(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 7.8(b), the proxy contest fails to replace or remove a majority of the members of the Board.

7.8 “Change of Control Triggering Event” means the occurrence of either of the following:

(a) the Board or PNC’s shareholders approve a Business Combination, other than an Excluded Combination, as described in Subsection (c) of the definition of Change of Control contained in Section 7.5; 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.

7.9 “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.

7.10 “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

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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 7.15(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.

[provide alternate provisions and/or other conditions as applicable]

7.11 "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 U.S. generally accepted accounting principles and (2) satisfies the definition of "service recipient" under Section 409A of the Internal Revenue Code.

7.12 "Corporation" means PNC and its Consolidated Subsidiaries.

7.13 "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.

7.14 "Covered Shares" means the number of shares of PNC common stock that Optionee has the option to purchase from PNC pursuant to the Option. The number of Covered Shares is specified on page 1 of the Agreement.

7.15 "Detrimental Conduct" means:

(a) Optionee has engaged, without the prior written consent of PNC (with consent to be given or withheld 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 (1<sup>st</sup>) 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 Compensation 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, the Chief Human Resources Officer of PNC, 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 for purposes of the Agreement.

[provide alternate provisions and/or other conditions as applicable]

7.16 "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 U.S. Social Security disability benefits, Optionee shall be presumed to be Disabled as defined herein.

7.17 "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.

7.18 "Expiration Date."

(a) Expiration Date. Expiration Date means the date on which the Option expires, which will be [ ], but no later than the tenth (10<sup>th</sup>) anniversary of the Grant Date] unless the Option expires earlier pursuant to any of the provisions set forth in Sections 7.18(b) through 7.18(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 7.18(c) and 7.18(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 (90<sup>th</sup>) day after the occurrence of the Change of Control (or the tenth (10<sup>th</sup>) 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 7.18(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 (10<sup>th</sup>) anniversary of the Grant Date.

(b) Termination for Cause. Upon a termination of Optionee's employment with the Corporation for Cause, unless the Compensation 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 Compensation 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 7.18(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.

[insert alternate provisions and/or other conditions as applicable]



(1) Retirement. If the termination of Optionee's employment with the Corporation meets the definition of Retirement, then the Option will expire on [ ] 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 [ ].

(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 [ ].

(4) Disability. If Optionee's employment is terminated by the Corporation by reason of Disability, then the Option will expire on [ ].

(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 on [ ] 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 (90) 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 7.18(c)(5) are met, then such Option or portion thereof will not terminate on Optionee's 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 7.18(c)(5) have been met and the Option will terminate on [ ].

[(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 7.18(c), then notwithstanding the provisions of such exception or exceptions, the Option will expire on the date that PNC determines as set forth in Section 7.15 that Optionee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement, if such date is 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.]

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[provide alternate provisions and/or other conditions as applicable]

7.19 “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.

7.20 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

7.21 “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,

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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.

7.22 “Grant Date” means the Grant Date set forth on page 1 of the Agreement and is the date as of which the Option is authorized to be granted by the Compensation Committee or its delegate in accordance with the Plan.

7.23 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

7.24 “Option” means the option to purchase shares of PNC common stock granted to Optionee pursuant to the Plan in accordance with the terms of Article 6 of the Plan and evidenced by the Agreement.

7.25 “Option Period” means the period during which the Option may be exercised, as set forth in Section 2.2 of the Agreement.

7.26 “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.

7.27 “Optionee” means the person to whom the Option is granted and is identified as Optionee on page 1 of the Agreement.

7.28 “Person” has the meaning specified in the definition of “Change of Control” in Section 7.5.

7.29 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

7.30 “PNC” means The PNC Financial Services Group, Inc.

7.31 “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 Compensation 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.

7.32 “Retiree” means an Optionee who has Retired.

7.33 “SEC” means the United States Securities and Exchange Commission.

7.34 “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.

7.35 “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.

7.36 "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 U.S. 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.

8. Employment. Neither the granting of the Option evidenced by the Agreement 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 Optionee for any period or in any way alter Optionee's status as an employee at will.

9. Subject to the Plan and the Compensation Committee; Entire Agreement. In all respects, the Agreement, the Option evidenced by the Agreement and the exercise thereof are subject to the terms and conditions of the Plan, which has been made available to Optionee and is incorporated by reference herein and made a part hereof, but the terms of the Plan shall not be considered an enlargement of any benefits under the Agreement. In addition, the Agreement and the Option 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. The Agreement constitutes the entire agreement between Optionee 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.

10. Optionee Covenants.

10.1 General. Optionee and PNC acknowledge and agree that Optionee has received adequate consideration with respect to enforcement of the provisions of Sections 10 and 11 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.

10.2 Non-Solicitation; No-Hire. Optionee agrees to comply with the provisions of subsections (a) and (b) of this Section 10.2 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 Optionee'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 Optionee's Termination Date, or (iii) was, as of Optionee's 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 10.2 shall no longer apply and shall be replaced with the following subsection (c):

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(c) No-Hire. Optionee agrees that Optionee shall not, for a period of one year after Optionee's 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.

10.3 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.

10.4 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 10.4 shall be performed by Optionee without further compensation and shall continue beyond Optionee's Termination Date.

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

11.1 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.

11.2 Equitable Remedies. A breach of the provisions of any of Sections 10.2, 10.3 or 10.4 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.

11.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 10.2 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.

11.4 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.

11.5 Severability. The restrictions and obligations imposed by Sections 10.2, 10.3, 10.4, 11.1 and 11.7 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.

11.6 Reform. In the event any of Sections 10.2, 10.3 and 10.4 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.

11.7 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 10.2, 10.3 and 10.4.

11.8 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 U.S. Internal Revenue Code ("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 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.

11.9 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.

11.10 Modification. Modifications or adjustments to the terms of this Agreement may be made by PNC as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement shall be effective unless embodied in a separate, subsequent writing signed by Optionee and by an authorized representative of PNC.

12. Acceptance of Option; PNC Right to Cancel; Effective Date. If Optionee does not accept the Option 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 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 an unaltered and unchanged 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.

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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 by Optionee as of the Grant Date

Optionee

Annex A – Intentionally Omitted – See Section 7. Certain Definitions

Annex B – Notice of Exercise

Annex C – Tax Payment Election Form

FORM OF RESTRICTED STOCK AGREEMENT  
WITH VARIED VESTING SCHEDULE OR CIRCUMSTANCES

[20 ] Restricted Stock Award  
[Standard Conditions]  
[Standard Restricted Period or Periods]

THE PNC FINANCIAL SERVICES GROUP, INC.  
2006 INCENTIVE AWARD PLAN  
\* \* \*  
RESTRICTED STOCK AWARD AGREEMENT  
\* \* \*

GRANTEE: [ Name ]  
AWARD DATE: , 20  
RESTRICTED SHARES: [ number of shares ]

1. Definitions. Certain terms used in this Restricted Stock Award Agreement (the “Agreement”) are defined in Section 11 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 as amended from time to time.

2. Restricted Shares Award. Pursuant to 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”). The Award is subject to acceptance by Grantee in accordance with Section 17 and is subject to the terms and conditions of the Agreement and the Plan.

[Describe vesting schedule and conditions, as necessary, including division of shares into portions or tranches if applicable]

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 9. [Each Tranche of] Restricted Shares [is] [are] subject to forfeiture and to transfer restrictions pursuant to the terms and conditions of the Agreement during the term of the Restricted Period applicable to [that Tranche] [those Restricted Shares] and until the conditions of the Agreement have been satisfied with respect to such shares and they vest and are released from the provisions of the Agreement in accordance with Section 9.

Once issued in accordance with Section 17, 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 (i) the conditions of the Agreement have been satisfied with respect to such shares and the shares are released in accordance with Section 9 or (ii) the shares are forfeited pursuant to the terms of the Agreement, as the case may be.



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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 that are forfeited by Grantee pursuant to and in accordance with the terms of Section 7 on failure to meet applicable conditions of the Agreement will be cancelled without payment of any consideration by PNC.

Restricted Shares deposited with PNC or its designee that vest and are settled and released in accordance with the terms of Section 9 following satisfaction of all of the conditions of the Agreement with respect to those shares will be released from the restricted account and reissued to, or at the proper direction of, Grantee or Grantee's legal representative without the legend referenced above.

4. Rights as Shareholder. Except as provided in Sections 6 through 9 and subject to Section 17, Grantee will have all the rights and privileges of a shareholder with respect to outstanding Restricted Shares [from and after issuance of the shares in accordance with Section 17, 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.

[Describe additional or alternate provisions, as necessary, such as providing for accrual of dividends and that dividends will be subject to specified conditions or to the same conditions, forfeiture events or other vesting conditions and payout adjustments, if any, as the restricted shares to which they relate]

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, such as 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 vested and been released from the terms of the Agreement in accordance with the provisions of Section 9 shall be subject to the terms and conditions of the Agreement as if they were Restricted Shares and shall have the same Restricted Period, conditions and forfeiture provisions as those applicable to the Restricted Shares that they were a distribution on or for which they were exchanged.

6. Prohibitions Against Sale, Assignment, etc.; Payment to Legal Representative

(a) Restricted Shares may not be sold, assigned, transferred, exchanged, pledged, or otherwise alienated or hypothecated, other than as may be required pursuant to Section 10.2, unless and until all of the conditions of the Agreement have been satisfied with respect to such Restricted Shares, the [applicable] Restricted Period terminates, and the Restricted Shares are released and reissued by PNC pursuant to Section 9.

(b) If Grantee is deceased at the time Restricted Shares are released and reissued by PNC in accordance with Section 9, 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 PNC.

(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: Forfeiture on Failure to Meet Applicable Conditions

Restricted Shares are subject to satisfaction of the applicable conditions set forth in this Section 7. Upon failure to meet the conditions applicable to all or any portion of the Restricted Shares, all affected Restricted Shares that have not yet vested and been released from the terms of the Agreement pursuant to Section 9 will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

Upon any forfeiture of Restricted Shares pursuant to the provisions of this Section 7, neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in or with respect to such shares or any certificate or certificates representing such shares.

7.1 Service Requirements. [or describe alternate conditions/provisions as necessary or with any additional requirements and/or conditions as applicable] Grantee will meet the service requirements with respect to the Restricted Shares, or applicable portion thereof if so specified, if Grantee meets the conditions of (i), (ii), (iii), (iv), (v), (iv) or (vii) below with respect to those shares. If more than one of the following is applicable with respect to those shares, Grantee will have met the service requirements for those shares upon the first to occur of such conditions.

- (i) Grantee continues to be employed by the Corporation through and including the day immediately preceding the [specify date/condition for all or each portion of shares, as applicable].
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be employed by the Corporation until such time as Grantee's employment is terminated by the Corporation by reason of Grantee's Disability (as defined in Section 11) and not for Cause (as defined in Section 11) and PNC's Designated Person (as defined in Section 11) affirmatively approves the vesting of the outstanding [Restricted Shares] [applicable tranche of shares, as the case may be,] in a timely fashion as set forth in Section 7.2 (together, a "Qualifying Disability Termination" with respect to those Restricted Shares [or Tranche of Restricted Shares] as of the time such affirmative approval of vesting occurs).
- (iv) Grantee continues to be employed by the Corporation until such time as Grantee Retires (as defined in Section 11), [such Retirement Date occurs no earlier than [date/condition]] and PNC's Designated Person affirmatively approves the vesting of the outstanding [Restricted Shares] [applicable tranche of shares, as the case may be,] in a timely fashion as set forth in Section 7.2 (together, a "Qualifying Retirement" with respect to those Restricted Shares [or Tranche of Restricted Shares] as of the time such affirmative approval of vesting occurs).
- (v) Grantee continues to be employed by the Corporation until such time as Grantee's employment with the Corporation is terminated by the Corporation and such termination is an Anticipatory Termination (as defined in Section 11).
- ( ) [describe additional and/or alternate conditions or qualifying employment or employment termination provisions or conditions as applicable]

- ( ) A Change of Control (as defined in Section 11) occurs and, as of the day immediately preceding the Change of Control, Grantee either (a) is an employee of the Corporation, (b) was an employee of the Corporation until such time as Grantee's employment was terminated by the Corporation by reason of Grantee's Disability and not for Cause and Grantee's Restricted Shares [or portion thereof that had not already vested] remain[s] outstanding pending affirmative approval of vesting of such outstanding [Tranche or Tranches of] Restricted Shares by PNC's Designated Person in accordance with Section 7.2, or (c) was an employee of the Corporation until Grantee's Retirement on or after the 1<sup>st</sup> anniversary of the Award Date and Grantee's Restricted Shares [or portion thereof that had not already vested] remain[s] outstanding pending affirmative approval of vesting of such outstanding [Tranche or Tranches of] Restricted Shares by PNC's Designated Person in accordance with Section 7.2 [and describe any other and/or additional conditions or provisions, if any, as applicable].
- ( ) The Compensation Committee or its delegate determines, in their sole discretion, that, with respect to all or a specified portion of Grantee's then outstanding Restricted Shares that have not yet vested and been released, the service requirements will be deemed to have been satisfied with respect to such shares, and such other accompanying restrictions, terms or conditions, if any, as the Compensation Committee or its delegate may in their sole discretion determine have been satisfied, all in accordance with Section 7.3.

7.2 Process for Affirmative Approval by PNC's Designated Person as a Condition of a Qualifying Disability Termination or a Qualifying Retirement with respect to [a Tranche or Tranches of] Restricted Shares. [and describe any additional and/or alternate conditions/provisions, if any, as applicable] Where Grantee will meet the service requirements with respect to the Restricted Shares [or an applicable Tranche or Tranches thereof] by reason of a Qualifying Disability Termination or a Qualifying Retirement as set forth in Section 7.1(iii) or Section 7.1(iv), respectively, only if PNC's Designated Person affirmatively approves the vesting of Grantee's Restricted Shares [or an applicable Tranche or Tranches thereof] in a timely fashion as set forth in this Section 7.2, the provisions set forth in subsections (a) and (b) below will apply.

Further, until such time, if any, as the affirmative approval of the vesting of the Restricted Shares [or applicable Tranche or Tranches thereof] determination is made as set forth in subsection (a) below and such shares vest and are released in accordance with the provisions of Section 9, such shares shall be subject to the conduct forfeiture provisions set forth in Section 7.5.

(a) In the event Grantee's employment with the Corporation is terminated prior to [date/condition, by tranche if applicable] by the Corporation by reason of Grantee's Disability and not for Cause, or in the event that Grantee Retires [on or after [date/condition] but] prior to [date/condition, by tranche if applicable], the affected Restricted Shares will not be automatically forfeited on Grantee's Termination Date. Instead, the affected Restricted Shares will, subject to the forfeiture provisions of Section 7.5 and of Section 7.2(b) below, remain outstanding pending and subject to affirmative approval of the vesting of the affected [Tranche or Tranches of] Restricted Shares pursuant to this Section 7.2(a) by the Designated Person specified in Section 11.

If [the affected Restricted Shares are] [an affected Tranche of Restricted Shares is] still outstanding but PNC's Designated Person has not made a specific determination to either approve or disapprove the vesting of [the affected Restricted Shares] [an affected Tranche of Restricted Shares] by [date/condition, by tranche if applicable], then the period during which such affected shares remain eligible for vesting 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 (90<sup>th</sup>) day following [date/condition, by tranche if applicable] if the Designated Person is the Chief Human Resources Officer of PNC or delegate, or (ii) the 180<sup>th</sup> day following such [date/condition] if the Designated Person is the Compensation Committee or its delegate, whichever is applicable; *provided, however*, if the Compensation Committee has acted to suspend the vesting of such Restricted Shares pursuant to Section 7.5(c), the period during which such Restricted Shares will remain eligible for vesting will be extended until the terms of such suspension have been satisfied.

If the affected Restricted Shares [or Tranche of Restricted Shares] remain[s] outstanding and have [has] not been forfeited pursuant to the provisions of Section 7.5 and the vesting of such shares is affirmatively approved by PNC's Designated Person on or prior to the last day of the applicable period for such approval set forth above, including any extension of such period, if applicable, then the service requirement with respect to such shares will be *deemed* to have been satisfied pursuant to Section 7.1(iii) or Section 7.1(iv), as applicable, on the date of such approval.

(b) If PNC's Designated Person disapproves the vesting of [affected Restricted Shares] [an affected Tranche of Restricted Shares] that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting of such shares, then any such 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 period for such approval set forth above with respect to [such Restricted Shares] [such Tranche of Restricted Shares], including any extension of such period, if applicable, PNC's Designated Person has neither affirmatively approved nor specifically disapproved the vesting of such [Tranche of] Restricted Shares that had remained outstanding after Grantee's Termination Date pending and subject to affirmative approval of vesting, then any such shares that are still outstanding will be forfeited by Grantee to PNC as of close of business on the last day of the applicable period for such approval set forth above, including any extension of such period, if applicable, without payment of any consideration by PNC.

**7.3 Other Compensation Committee Authority.** Prior to [date/condition, by tranche if applicable], the Compensation 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 Restricted Shares that have not yet vested and been released, that the service requirement with respect to such Restricted Shares or portion thereof will be *deemed* to have been satisfied and that such shares or portion thereof shall vest, all subject to such restrictions, terms or conditions as the Compensation Committee or its delegate may in their sole discretion determine.

**7.4 Forfeiture on Failure to Meet [Service Requirements and/or Other Specified Conditions as applicable]**

(a) If, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the requirements as set forth in Section 7.1 with respect to [one or more Tranches of] outstanding Restricted Shares and such shares do not remain eligible for satisfaction of the requirements of Section 7.1 post-employment pursuant to Section 7.2, Section 7.3, Section 7. ] or Section 8, or any combination thereof, then any such [Tranche or Tranches of] Restricted Shares will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date (as defined in Section 11), and the right to receive any payment with respect to dividends with respect to any such shares will also cease on the date such shares are forfeited.

(b) If, at the time Grantee ceases to be employed by the Corporation, some or all of Grantee's Restricted Shares remain eligible for the requirements of Section 7.1 [or Section 7. ] to be satisfied post-employment, such eligible shares shall remain outstanding pending such satisfaction until either (i) the shares are forfeited and cancelled pursuant to Section 7.5 prior to vesting, or are forfeited and cancelled for failure to vest pursuant to Section 7.2(b) or for failure to meet any conditions required for vesting pursuant to Section 7.3 [or other specified provisions of Section 7], or (ii) all of the conditions with respect to such shares have been satisfied and the shares vest and are released pursuant to Section 9, whichever first occurs.

Any Restricted Shares that are forfeited pursuant to the provisions of Section 7.2(b)[, Section ] or Section 7.5 will be cancelled in accordance with the terms of such section, and the right to receive any payment with respect to dividends with respect to any such shares will also cease on the date such shares are forfeited.

7.5 Forfeiture on Termination for Cause or Upon Determination of Detrimental Conduct [or Failure to Satisfy Other Conditions]; Suspension and Forfeiture Related to Judicial Criminal Proceedings.

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to [date/condition] and prior to the occurrence of a Change of Control, if any, then any Restricted Shares that have not yet vested and been released pursuant to Section 9 and are otherwise outstanding on Grantee's Termination Date, together with the right to receive any payment on or after Grantee's Termination Date with respect to dividends on those shares, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

(b) Detrimental Conduct. Restricted Shares that would otherwise remain outstanding after Grantee's Termination Date, if any, pending affirmative approval of vesting will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC (and the right to receive any payment of dividends with respect to any such shares will also cease on the date such shares are forfeited) in the event that, at any time prior to the date such shares vest and are released in accordance with the provisions of Section 9, PNC determines as set forth in Section 11.12 in its sole discretion that Grantee has engaged in Detrimental Conduct and, if so, determines in its sole discretion to cancel such Restricted Shares on the basis of such determination that Grantee has engaged in Detrimental Conduct; *provided, however*, that: (i) this Section 7.5(b) will not apply to Restricted Shares that vest in the event of Grantee's death while an employee of the Corporation pursuant to Section 9.2(iii) or on Grantee's Termination Date pursuant to Section 9.2(v) in the event that Grantee's termination of employment was an Anticipatory Termination, 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.

[Describe other and/or alternate forfeiture conditions or events]

(c) 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 or any portion thereof are still outstanding and have not yet vested and been released in accordance with Section 9, the Compensation Committee may determine to suspend the vesting of any such 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;

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(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 Compensation Committee; and

(2) It may be imposed only if the Compensation Committee makes reasonable provision for the retention or realization of the value of such 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 (1)(E) above.

If the suspension or escrow is terminated by the occurrence of an event set forth in clause (1)(A) above, such Restricted Shares and any escrowed amounts will, upon such occurrence, be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

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, then with respect to all then outstanding Restricted Shares, if any, the service requirements will be *deemed* to have been satisfied, the Restricted Period will terminate, and any such shares that have not already vested shall vest as of the end of the day immediately preceding the Change of Control; (ii) if Grantee's employment was terminated by the Corporation by reason of Grantee's Disability and not for Cause or was terminated by Grantee's Retirement on or after the 1<sup>st</sup> anniversary of the Award Date, in either case prior to the occurrence of the Change of Control, and all or a portion of the Restricted Shares remained outstanding after such termination of employment and are still outstanding pending and subject to affirmative approval of the vesting of such shares by PNC's Designated Person pursuant to Sections 7.1 and 7.2, or if all or a portion of the Restricted Shares otherwise remain outstanding pursuant to Section 7.3, then with respect to all such unvested Restricted Shares outstanding as of the day immediately preceding the Change of Control, any such affirmative vesting approval will be *deemed* to have been given, the service requirements and any other conditions for vesting will be *deemed* to have been satisfied, the Restricted Period will terminate, and any such shares shall vest, all as of the day immediately preceding the Change of Control; [( ) describe other and/or additional conditions, if any, as applicable;] and ( ) all Restricted Shares that thereby vest pursuant to this Section 8 will settle and be released and reissued by PNC pursuant to Section 9 as soon as administratively practicable following such vesting date.

## 9. Vesting, Settlement and Release of Restricted Shares.

### 9.1 Restricted Period.

Restricted Shares are subject to a Restricted Period during which the shares are subject to forfeiture and transfer restrictions pursuant to the terms and conditions of the Agreement. The Restricted Period with respect to the Restricted Shares, or applicable portion thereof if different, is subject to early termination if so determined by the Compensation Committee or its delegate or pursuant to Section 7.3, if applicable, and is the period from the Award Date until the time the Restricted Shares, or applicable portion thereof if different, vest and are released from restriction pursuant to the applicable provisions of Section 9.

9.2 Vesting. The Restricted Shares (or applicable portion thereof, if different) will vest as set forth below, provided that Grantee has satisfied the applicable requirements set forth in Section 7.1 [Section 7. ] with respect to the Restricted Shares or applicable portion thereof and the shares have not otherwise been forfeited and are still outstanding at the time or if such shares otherwise vest pursuant to Section 8.

- (i) On [specify date/condition, by tranche if applicable];
- (ii) Where Grantee has a Qualifying Disability Termination or a Qualifying Retirement with respect to the Restricted Shares [or applicable Tranche thereof], on the date PNC's

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Designated Person affirmatively approves the vesting of such Restricted Shares [or Tranche of Restricted Shares, as applicable];

- (iii) On the date of Grantee's death if Grantee died while an employee of the Corporation;
- (iv) As of the end of the day immediately preceding the date of the Change of Control if and to the extent Grantee's Restricted Shares are outstanding and eligible to vest upon the occurrence of a Change of Control and do so vest under the provisions of Section 8;
- (v) As of the end of the day immediately preceding Grantee's Termination Date if such Restricted Shares had not previously vested and are outstanding as of the day immediately preceding Grantee's Termination Date and Grantee's termination of employment was an Anticipatory Termination;
- ( ) [describe alternate and/or other dates/conditions if any as applicable;]
- ( ) On such earlier date, if any, as the Compensation Committee or its delegate determines, in its sole discretion, to vest any such shares pursuant to Section 7.3;

*provided, however*, if the Compensation Committee has acted to suspend the vesting of the Restricted Shares or applicable portion thereof pursuant to Section 7.5(c), those Restricted Shares will not vest unless the terms of such suspension have been satisfied in such a way that the Restricted Shares have not been forfeited, and, if so, will vest on the later of the applicable date set forth above and the date the terms of the suspension were satisfied.

Restricted Shares that have been forfeited by Grantee pursuant to the provisions of Section 7.4 or Section 7.5 are not eligible for vesting, will not be settled and released, and will be cancelled without payment of any consideration by PNC.

9.3 Settlement and Release of Restricted Shares. Restricted Shares that remain outstanding and have not been forfeited and cancelled pursuant to Section 7.4 or one of the forfeiture provisions of Section 7.5 and that vest pursuant to Section 9.2 will be released from the forfeiture provisions and transfer restrictions of the Agreement. Other than with respect to any shares withheld for taxes pursuant to Section 10.2, released shares will be settled at the time set forth in this Section 9.3 by reissuance and release of said shares to, or at the proper direction of, Grantee or Grantee's legal representative without the legend referred to in Section 3.

Any delivery of shares or other payment made in good faith by PNC to Grantee's executor, administrator or other legal representative or retained by PNC in accordance with Section 10.2 shall extinguish all right to payment hereunder.

No fractional shares will be reissued, and if the Restricted Shares being released include a fractional interest, such fractional interest will be liquidated on the basis of the then current Fair Market Value of PNC common stock as of the vesting date and paid to Grantee in cash at the time the shares are reissued.

Shares will be reissued and released, and payment will be made for any fractional interest, to Grantee with respect to the settlement of Restricted Shares as soon as administratively practicable (generally within 30 days but in no event before all applicable tax withholding requirements have been satisfied), following the applicable vesting date set forth in Section 9.2 above.

#### 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 any tax withholding obligation arises in connection herewith, retain sufficient whole shares of PNC common stock from Restricted Shares being released pursuant to Section 9 to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection herewith. 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. If any withholding is required prior to the time shares are otherwise being released pursuant to Section 9 hereunder, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

PNC will *not* retain more shares than the number of shares sufficient to satisfy the minimum amount of taxes then required to be withheld in connection with 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 6 months and, in the case of restricted stock, for which it has been at least 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.

Restricted Shares will not be settled and released pursuant to Section 9 unless all applicable withholding tax obligations with respect to such shares have been satisfied.

11. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

11.1 "Agreement," "Award," and "Award Date." "Agreement" means the Restricted Stock Award Agreement between PNC and Grantee evidencing the Award granted to Grantee pursuant to the Plan. "Award" means the 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 Shares are authorized to be granted by the Compensation Committee or its delegate in accordance with the Plan.

11.2 "Anticipatory Termination." If Grantee's employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 11.2, 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 in anticipation of a Change of Control, such a termination of employment is an "Anticipatory Termination."

For purposes of this Section 11.2, "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 that 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 this Section 11.2 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.

11.3 "Board" means the Board of Directors of PNC.

11.4 "Cause" and "termination for Cause."

Except as otherwise required by Section 11.2 in connection with the definition of Anticipatory Termination set forth in therein, "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 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;

(c) 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;

(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 required by Section 11.2 in connection with the definition of Anticipatory Termination set forth therein, 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.

11.5 "CEO" means the chief executive officer of PNC.

11.6 "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 11.6(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 11.6(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.

11.7 “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.

11.8 “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 that 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 11.12(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.

[provide alternate provisions and/or other conditions as applicable]

11.9 “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 U.S. generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the Internal Revenue Code.

11.10 “Corporation” means PNC and its Consolidated Subsidiaries.

11.11 “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 or his or her delegate, if Grantee is not within one of the groups specified in Section 11.11(a).

11.12 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given or withheld 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 (1<sup>st</sup>) 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 (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, the Chief Human Resources Officer of PNC, 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 for purposes of the Agreement.

[provide alternate provisions and/or other conditions as applicable]

11.13 “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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

11.14 “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.

11.15 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

11.16 “Grantee” means the person to whom the Restricted Stock Award is granted, and is identified as Grantee on page 1 of the Agreement.

11.17 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

11.18 “Person” has the meaning specified in the definition of “Change of Control” in Section 11.6.

11.19 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

11.20 “PNC” means The PNC Financial Services Group, Inc.

11.21 “Qualifying Retirement” with respect to the Restricted Shares or applicable portion thereof has the meaning set forth in Section 7.

11.22 “Qualifying Disability Termination” with respect to the Restricted Shares or applicable portion thereof has the meaning set forth in Section 7.

[provide alternate or additional qualifying terminations and/or other conditions, if any, as necessary]

11.23 “Restricted Period” has the meaning specified in Section 9.

[11.24 “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 Compensation 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.]

[11.25 “Retiree” means a Grantee who has Retired.]

11.26 “SEC” means the United States Securities and Exchange Commission.

11.27 “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.

11.28 “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 U.S. 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.

[11.29 “Tranche has the meaning set forth in Section 2.]

12. 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.

13. 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.

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. 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 this Award (regardless of whether the Restricted Shares ultimately vest, settle and are released); 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 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 Grantee’s Termination Date, or (iii) was, as of Grantee’s 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 shall be replaced with the following subsection (c):

(c) No-Hire. Grantee agrees that Grantee shall not, for a period of one year after Grantee's 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 shall 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 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.

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 shall 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 Award and the Agreement comply with the provisions of Section 409A of the U.S. Internal Revenue Code ("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 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.

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, 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.

16.10 Modification. Modifications or adjustments to the terms of this Agreement may be made by PNC as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement shall be effective unless embodied in a separate, subsequent writing signed by Grantee and by an authorized representative of PNC.

#### 17. Acceptance of Award; PNC Right to Cancel; Effectiveness of Agreement

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

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time prior to Grantee's delivery to PNC of an unaltered and unchanged 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 17.

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 17 and the Restricted Shares are issued, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equivalent to the amount of the dividends Grantee would have received had the 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

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Grantee



FORM OF RESTRICTED SHARE UNIT AGREEMENT  
WITH VARIED VESTING, PAYMENT AND OTHER CIRCUMSTANCES

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

\* \* \*  
[STOCK-PAYABLE] [CASH-PAYABLE] RESTRICTED SHARE UNITS  
AWARD AGREEMENT  
\* \* \*

GRANTEE: [Name]  
AWARD GRANT DATE: , 20  
SHARE UNITS: [ Number ] share units

1. Definitions. Certain terms used in this [Stock-Payable] [Cash-Payable] Restricted Share Units Award Agreement (the “Agreement” or “Award 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 as amended from time to time.

2. Restricted Share Units [with Dividend Equivalents] Award. 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 restricted share units (“Restricted Share Units” or “RSUs”) of the number of share units set forth above[, together with the opportunity to receive related Dividend Equivalents (“Dividend Equivalents”) with respect to those share units] ([together,] the “Award”). The Award is subject to acceptance by Grantee in accordance with Section 17 and is 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, to the extent not yet paid, the related Dividend Equivalents,] are subject to forfeiture pursuant to the terms and conditions of the Agreement until vesting and settlement of the Restricted Share Units in accordance with the terms of the Agreement.

Restricted Share Units that are not forfeited in accordance with the terms of Section 5 and that vest in accordance with the terms of Section 6 will be settled and paid out pursuant to and in accordance with the terms of that Section 6. Restricted 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] [are] granted in connection with the Restricted Share Units to which they relate and therefore shall terminate, without payment of any consideration by PNC, upon the cancellation or settlement, whichever is applicable, of the Restricted Share Units to which they relate.]

[Describe other conditions as necessary, including division of share units into portions or tranches if applicable]

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[4. Dividend Equivalents. [where applicable]

Dividend Equivalents. These Dividend Equivalents are related to the Restricted Share Units, and Dividend Equivalent payments are applicable for the period during which the [Tranche of] Restricted Share Units to which they relate [is] [are] outstanding. Dividend Equivalents apply to the period from and after the Award Grant Date until such time as the [applicable Tranche of] Restricted Share Units granted in connection with the Dividend Equivalents either (i) vest[s] pursuant to and in accordance with the terms of Section 6 or (ii) [is] [are] cancelled upon forfeiture in accordance with the terms of Section 5. At the end of such period (either the vesting date in accordance with Section 6 or cancellation date in accordance with Section 5), the Dividend Equivalents terminate.

Once the Agreement is effective in accordance with Section 17 and subject to the terms and conditions of this Section 4, the Corporation will make Dividend Equivalents payments to Grantee, where applicable, of cash 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 the Dividend Equivalents period.

Payment. The Corporation will make Dividend Equivalents payments to Grantee where applicable pursuant to this Section 4 each quarter following the dividend payment date that relates to 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. Dividend Equivalents payments are subject to the additional conditions set forth below, and except as otherwise provided below, Dividend Equivalents will not be payable with respect to a dividend unless the Restricted Share Units to which the Dividend Equivalents relate were outstanding on both the dividend record date and dividend payment date for such dividend.

Additional Conditions. Termination or cancellation of the right to ongoing Dividend Equivalents will have no effect on cash payments made pursuant to this Section 4 prior to such termination or cancellation.

If the termination of the right to ongoing Dividend Equivalents occurs because the related Restricted Share Units vest pursuant to and in accordance with the terms of Section 6 and if 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 termination of the right to ongoing Dividend Equivalents occurs because the related Restricted Share Units are cancelled upon forfeiture in accordance with the terms of Section 5, Grantee will not receive any dividend equivalent payments on or after such forfeiture date, whether or not a dividend record date had occurred prior to such date.

Where payment of Dividend Equivalents that would otherwise be made is suspended pursuant to [Section 5.3 or] Section 5.5 pending resolution of a potential forfeiture of the Restricted Share Units, then such payment will be made only if and when the suspension is terminated for reasons favorable to Grantee and the Restricted Share Units are not forfeited. If the suspension is terminated for reasons adverse to Grantee, both the Restricted Share Units and any suspended Dividend Equivalents payments will be forfeited without payment.

[Alternate: 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 vesting 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 RSUs in that same Tranche, if any, had such shares been issued and outstanding shares on the Award Grant Date and thereafter through the vesting date. Dividend Equivalents

are subject to the same requirements, forfeiture events, [performance or other] vesting conditions, and [performance-based payout size adjustments, if any,] as the RSUs to which they relate, and will not be settled and paid unless and until such related RSUs vest, are settled and are paid. Outstanding Dividend Equivalents that so vest and settle will be paid [in cash] in accordance with Section 6.]]

[Describe additional and/or alternate dividend equivalent provisions, if any, as necessary]

5. Forfeiture Provisions: Termination of Award Upon Failure to Meet Applicable Conditions

5.1 Termination of Award Upon Forfeiture of Units. The Award is subject to the forfeiture provisions set forth in this Section 5. Upon forfeiture and cancellation of the Restricted Share Units [and [the right to receive payment with respect to] related Dividend Equivalents] pursuant to the terms and conditions of this Section 5, 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.

[Describe any performance conditions and any additional or different service, conduct or other conditions or provisions or alternative conditions as applicable]

[5.2 Service Requirements. [if any, or describe alternate conditions/provisions as necessary or also include any additional requirements and/or conditions as applicable] Grantee will fail to meet the service requirements for [a given Tranche of RSUs [and related Dividend Equivalents]] [the Award] in the event that Grantee does not continue to be employed by the Corporation through the earliest to occur of the following:

- (i) [specify date/conditions for all or each portion of share units [and any related Dividend Equivalents], as applicable];
- (ii) the date of Grantee's death;
- (iii) Grantee's Termination Date (as defined in Section 14) where Grantee's employment was not terminated by the Corporation for Cause (as defined in Section 14) and where either (a) Grantee's termination of employment qualifies as a Retirement (as defined in Section 14) or (b) Grantee's employment was terminated as of such date by the Corporation by reason of Grantee's Disability (as defined in Section 14) [and/or describe any additional or different qualifying terminations and/or other conditions];  
[or describe alternate provisions for satisfying conditions]
- (iv) the day immediately prior to the date a Change of Control (as defined in Section 14) occurs.

[Describe other requirements and/or conditions, such as performance conditions, if any, as necessary]

[5.3 Forfeiture of Award Upon Failure to Meet [Service Requirements and/or Other Specified Conditions as applicable]

[Except as otherwise provided below, if, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements as set forth in Section 5.2 [with respect to one or more Tranches of Restricted Share Units [and related Dividend Equivalents]] [for the Award], then all outstanding Restricted Share Units that have so failed to meet such service requirements[, together with [the right to receive any payment on or after Grantee's Termination Date with respect to] the [related] Dividend Equivalents [related to such Tranche of Tranches of Restricted Share Units]], will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date (as defined in Section 14).

[If, at the time Grantee ceases to be employed by the Corporation, Grantee's termination of employment could still be a Qualifying Termination if [describe conditions], then the potential forfeiture of the Award for failure to meet the service requirements set forth in Section 5.2 will be suspended until such question is resolved either by (i) [the timely satisfaction of such conditions] such that Grantee's termination of employment is considered a Qualifying Termination for purposes of the Award or (ii) such termination failing to be a Qualifying Termination [either upon the failure of the specified conditions or upon the lapse of the time allowed for satisfaction of such conditions.]

If such suspension is resolved adverse to Grantee (that is, if the termination of employment is not, and no longer has the potential to qualify as, a Qualifying Termination) and thus Grantee has failed to meet the service requirements for the Award, then all outstanding Restricted Share Units[, together with any payment with respect to related Dividend Equivalents that had been suspended pending such resolution,] will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC effective as of Grantee's Termination Date.]

[Describe forfeiture upon failure to meet alternate or other conditions, if any, or other forfeiture events as necessary]

#### 5.4 Forfeiture of Award [Upon Termination for Cause or] [Upon Determination of Detrimental Conduct]

[(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to [date/condition] and prior to the occurrence of a Change of Control, if any, then all then outstanding Restricted Share Units[, together with [the right to receive any payment on or after Grantee's Termination Date with respect to] the related Dividend Equivalents,] will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date.]

[(b) Restricted Share Units [and [the right to receive payments with respect to] related Dividend Equivalents] [that would otherwise remain outstanding after Grantee's Termination Date by reason of Section due to Grantee's qualifying 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 that such Restricted Share Units, if any, are settled in accordance with Section 6 or expire or are cancelled unvested pursuant to other provisions of the Agreement, PNC determines as set forth in Section 14 in its sole discretion that Grantee has engaged in Detrimental Conduct and, if so, determines in its sole discretion to cancel such Restricted Share Units [and related Dividend Equivalents] on the basis of such determination 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.]

#### 5.5 Suspensions and Forfeitures Related to 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 [or any portion thereof] are still outstanding and have not yet vested and been settled, the vesting and settlement[, or settlement if vesting has already occurred,] of those Restricted Share Units [and any [further] Dividend Equivalent payments] shall be automatically suspended.

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 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;

(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 payments with respect to the] related Dividend Equivalents [that had been suspended],] 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, then vesting [determinations] and settlement [of Restricted Share Units] shall proceed in accordance with Section 6, as applicable[, any Dividend Equivalents payments that had been suspended shall be paid, and payment of ongoing Dividend Equivalents, if any, shall resume in accordance with Section 4 as applicable]. No interest shall be paid with respect to any suspended payments.

#### 6. Vesting and Settlement of Restricted Share Units [and related dividend equivalents, if accrued]

6.1 Vesting. Grantee's Restricted Share Units will vest upon the earliest to occur of the events set forth in subclauses (i), (ii) and (iii) below, provided that the Restricted Share Units have not been forfeited prior to such event pursuant to the provisions of Section 5 and remain outstanding at that time:

- (i) the anniversary of the Award Grant Date [in the case of the First Tranche share units, etc., and the anniversary of the Award Grant Date in the case of the Tranche share units, as the case may be,] [or other specified permissible date or event] or, if later, on the date as of which any suspension imposed pursuant to Section 5.5 is lifted and the units vest, as applicable;
- (ii) Grantee's death; and
- (iii) the occurrence of a Change of Control.

[Include any additional or different criteria, such as performance vesting criteria, as necessary]

Restricted Share Units that have been forfeited by Grantee pursuant to the [service requirements or conduct or other] provisions of Section 5 are not eligible for vesting, will not settle and will be cancelled without payment of any consideration by PNC.

[The Dividend Equivalents period with respect to Dividend Equivalents related to [an applicable Tranche of] Restricted Share Units will end and such Dividend Equivalents will terminate either on the vesting date for such [Tranche of] Restricted Share Units in accordance with Section 6 or on the cancellation date for such Restricted Share Units in accordance with Section 5, as applicable.]

## 6.2 Settlement.

[Stock-Payable: Restricted Share Units that have vested will be settled at the time set forth in Section 6.3 by delivery to Grantee of that number of whole shares of PNC common stock equal to the number of vested Restricted Share Units being settled or as otherwise provided in Section 8 if applicable.

No fractional shares will be issued. If the vested Restricted Share Units include a fractional interest, such fractional interest will be liquidated and paid to Grantee in cash on the basis of the then current Fair Market Value of PNC common stock as of the vesting date ([or as of the scheduled payment date pursuant to clause (2) of the third bullet under Section 6.3 if payment is made pursuant to that provision as necessary]) or as otherwise provided in Section 8 if applicable.]

[Cash-Payable: Restricted Share Units that have vested will be settled at the time set forth in Section 6.3 by the payment to Grantee of cash in an amount equal to the number of vested Restricted Share Units being settled multiplied by the Fair Market Value of a share of PNC common stock on the vesting date ([or as of the scheduled payment date pursuant to clause (2) of the third bullet under Section 6.3 if payment is made pursuant to that provision as necessary]) or by the per share value otherwise provided pursuant to Section 8 as applicable.]

**6.3 Payout Timing.** Payment will be made to Grantee in settlement of Restricted Share Units [and related Dividend Equivalents where accrued] that have vested as soon as practicable after the vesting date set forth in the applicable subclause of Section 6.1, generally within 30 days but no later than December 31<sup>st</sup> of the calendar year in which the vesting date occurs, subject to the following:

- In the event that the vesting date pursuant to Section 6.1(i) is the date as of which any suspension imposed pursuant to Section 5.5 is lifted, payment will be made no later than the earlier of (a) 30 days after the vesting date and (b) December 31<sup>st</sup> of the year in which the vesting date occurs.
- Where vesting occurs pursuant to Section 6.1(ii) upon Grantee's death, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death;
- Where vesting occurs pursuant to [Section 6.1( )] on the occurrence of a Change of Control [other vesting date as necessary]:
  - (1) If, under the circumstances, [the Change of Control] [other vesting date] is a permissible payment event under Section 409A of the Internal Revenue Code, payment will be made as soon as practicable after [the Change of Control date] [other vesting date], but in no event later than December 31<sup>st</sup> of the calendar year in which [the Change of Control] [other vesting date] occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which [the Change of Control] [other vesting date] 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] [other vesting date] would not comply with Section 409A of the Internal Revenue Code, then payment will be made as soon as practicable after [date] (the date that would have been the scheduled vesting date for the Restricted Share Units had they vested pursuant to Section 6.1(i) rather than pursuant to Section 6.1( )), but in no event later than December 31<sup>st</sup> of the year in which such scheduled vesting date occurs [other permissible date].
- Where vesting occurs pursuant to Section 6.1( ) [on the occurrence of a Change of Control] [other vesting date as necessary] and payment is scheduled for as soon as practicable after

[date] pursuant to clause (2) above [or otherwise pursuant to clause (2) above] but Grantee dies prior to that [scheduled] payout date, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later but not beyond , the 1<sup>st</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.

[Delivery of shares and/or other] payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements have been satisfied.

[7. [Stock-Payable] No Rights as Shareholder Until Issuance of Shares. Grantee will have no rights as a shareholder of PNC by virtue of this Award unless and until shares are issued and delivered in settlement of vested outstanding Restricted Share Units pursuant to Section 6.]

[7. [Cash-Payable] No Rights as Shareholder. Grantee will have no rights as a shareholder of PNC by virtue of this Award.]

#### 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, if any, that [an] outstanding vested [Tranche of] Restricted Share Units [and related Dividend Equivalents is]] [are] settled and paid, 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 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 amount authorized for payment to Grantee pursuant to Section 6 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 6 to be paid in cash at the applicable time specified in Section 6].

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.

8.2 Upon the occurrence of a Change of Control, (a) the number, class and kind of [Restricted Share Units [and related Dividend Equivalents] then outstanding] [Restricted Share Units that relate to any then outstanding Tranche of Restricted Share Units [and related Dividend Equivalents]] under the Award 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 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 payment to be made to Grantee pursuant to Section 6 will be made solely in cash at the applicable time specified by Section 6].

#### 9. Prohibitions Against Sale, Assignment, etc.; Payment to Legal Representative

(a) Restricted Share Units [and related Dividend Equivalents] may not be sold, assigned, transferred, exchanged, pledged, or otherwise alienated or hypothecated.

(b) If Grantee is deceased at the time any vested Restricted Share Units [and related Dividend Equivalents] are settled and paid in accordance with the terms of Section 6, such [delivery of shares and/or other] 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 PNC.

(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.

10. 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.

[Unless [the Compensation Committee] [PNC] determines otherwise, the Corporation [will retain whole shares of PNC common stock from any amounts payable to Grantee hereunder in the form of Shares, and] will withhold cash from any amounts payable to Grantee hereunder that are settled in cash. 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.

[For purposes of this Section 10, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value (as defined in Section 14) 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.

11. Employment. Neither the granting of the Restricted Share Units [and related Dividend Equivalents] nor any payment with respect to such 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.

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 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 "Agreement" or "Award Agreement" means the [Stock-Payable] [Cash-Payable] Restricted Share Units Award Agreement between PNC and Grantee evidencing the Restricted Share Units [and related Dividend Equivalents] award granted to Grantee pursuant to the Plan.

14.2 "Award" and "Award Grant Date," "Award" means the Restricted Share Units [and related Dividend Equivalents] award granted to Grantee pursuant to the Plan and evidenced by the Agreement. "Award Grant Date" means the Award Grant Date set forth on page 1 of the Agreement and is the date as of which the Restricted Share Units [and related Dividend Equivalents] are authorized to be granted by the Compensation Committee or its delegate in accordance with the Plan.



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14.3 “Board” means the Board of Directors of PNC.

14.4 “Cause” and “termination for Cause.”

“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 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;

(c) 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;

(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 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.

14.5 “CEO” means the chief executive officer of PNC.

14.6 “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 14.6(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 14.6(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.

14.7 “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.

14.8 “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 that 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 14.11(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.

[provide alternate provisions and/or conditions as applicable]

14.9 “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 U.S. generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the U.S. Internal Revenue Code.

14.10 “Corporation” means PNC and its Consolidated Subsidiaries.

14.11 “Detrimental Conduct” means:

(a) Grantee has engaged, without the prior written consent of PNC (with consent to be given or withheld 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 (1<sup>st</sup>) 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;

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- (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 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, if Grantee was not within one of the foregoing groups, the CEO, the Chief Human Resources Officer of PNC, or his or her designee, 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 for purposes of the Agreement.

[provide alternate provisions and/or conditions as applicable]

14.12 "Disabled" or "Disability" means, except as may otherwise be required by Section 409A of the U.S. 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.

[14.13 "Dividend Equivalents" means the opportunity to receive dividend-equivalents granted to Grantee pursuant to the Plan in connection with the Restricted Stock Units to which they relate and evidenced by the Agreement.]

14.14 "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.

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

14.16 "Grantee" means the person to whom the Restricted Share Units [with related Dividend Equivalents] award is granted and is identified as Grantee on page 1 of the Agreement.

14.17 "Internal Revenue Code" means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

14.18 "Person" has the meaning specified in the definition of "Change of Control" in Section 14.6(a).

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14.19 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

14.20 “PNC” means The PNC Financial Services Group, Inc.

14.21 “Restricted Share Units” means the Share-denominated award opportunity of the number of restricted share units specified as the Share Units on page 1 of the Agreement, subject to capital adjustments pursuant to Section 8 of the Agreement if any, granted to Grantee pursuant to the Plan and evidenced by the Agreement.

[provide alternate or additional qualifying termination and/or other conditions, if any, as necessary]

[14.22 “Retiree.” Grantee is sometimes referred to as a “Retiree” if Grantee Retires, as defined in Section 14.23.]

[14.23 “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 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.

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.”]

14.24 “SEC” means the United States Securities and Exchange Commission.

14.25 “Section 409A” means Section 409A of the United States Internal Revenue Code.

14.26 “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.

14.27 “Share” means a share of PNC common stock.

14.28 “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 U.S. 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.

[14.29 “Tranche” means one of the           installments into which the Restricted Share Units [and related Dividend Equivalents] of the Award have been divided as specified in Section           of the Agreement.]

#### 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 this Restricted Share Units [and Dividend Equivalents] 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.

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 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 Grantee's Termination Date, or (iii) was, as of Grantee's 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.

15.3 Confidentiality. During Grantee's employment with the Corporation, and thereafter regardless of the reason for termination of such employment, Grantee shall 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 shall 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 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.

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 shall 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 Award and the Agreement comply with the provisions of Section 409A of the U.S. 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.

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 Award, and any right to receive and retain [Shares or other] 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 Grant Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

16.10 Modification. Modifications or adjustments to the terms of this Agreement may be made by PNC as permitted in accordance with the Plan or as provided for in this Agreement. No other modification of the terms of this Agreement shall be effective unless embodied in a separate, subsequent writing signed by Grantee and by an authorized representative of PNC.

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17. Acceptance of Award; PNC Right to Cancel; Effectiveness of Agreement

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 an unaltered and unchanged 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

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Grantee

**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, 2012	Year Ended December 31				
		2011	2010	2009	2008	2007
<b>Earnings</b>						
Pretax income from continuing operations before adjustment for noncontrolling interests in consolidated subsidiaries or income or loss from equity investees	\$ 908	\$3,785	\$3,680	\$3,135	\$ 946	\$1,612
<b>Add:</b>						
Distributed income of equity investees	54	198	167	171	157	124
Fixed charges excluding interest on deposits	236	951	1,092	1,396	1,026	1,208
<b>Less:</b>						
Noncontrolling interests in pretax income of subsidiaries that have not incurred fixed charges	44	154	148	126	122	101
Interest capitalized			1	3		
Earnings excluding interest on deposits	1,154	4,780	4,790	4,573	2,007	2,843
Interest on deposits	103	668	963	1,741	1,485	2,053
Total earnings	\$ 1,257	\$5,448	\$5,753	\$6,314	\$3,492	\$4,896
<b>Fixed charges</b>						
Interest on borrowed funds	\$ 195	\$ 791	\$ 918	\$1,225	\$ 961	\$1,143
Interest component of rentals	33	125	134	131	64	64
Amortization of notes and debentures	8	35	39	37	1	1
Interest capitalized			1	3		
Fixed charges excluding interest on deposits	236	951	1,092	1,396	1,026	1,208
Interest on deposits	103	668	963	1,741	1,485	2,053
Total fixed charges	\$ 339	\$1,619	\$2,055	\$3,137	\$2,511	\$3,261
<b>Ratio of earnings to fixed charges</b>						
Excluding interest on deposits	4.89x	5.03x	4.39x	3.28x	1.96x	2.35x
Including interest on deposits	3.71	3.37	2.80	2.01	1.39	1.50

(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)**

Dollars in millions	Three months ended March 31, 2012	Year Ended December 31				
		2011	2010	2009	2008	2007
<b>Earnings</b>						
Pretax income from continuing operations before adjustment for noncontrolling interests in consolidated subsidiaries or income or loss from equity investees	\$ 908	\$3,785	\$3,680	\$3,135	\$ 946	\$1,612
<b>Add:</b>						
Distributed income of equity investees	54	198	167	171	157	124
Fixed charges and preferred stock dividends excluding interest on deposits	295	1,037	1,316	1,993	1,059	1,209
<b>Less:</b>						
Noncontrolling interests in pretax income of subsidiaries that have not incurred fixed charges	44	154	148	126	122	101
Interest capitalized			1	3		
Preferred stock dividend requirements	59	86	224	597	33	1
Earnings excluding interest on deposits	1,154	4,780	4,790	4,573	2,007	2,843
Interest on deposits	103	668	963	1,741	1,485	2,053
Total earnings	\$ 1,257	\$5,448	\$5,753	\$6,314	\$3,492	\$4,896
<b>Fixed charges and preferred stock dividends</b>						
Interest on borrowed funds	\$ 195	\$ 791	\$ 918	\$1,225	\$ 961	\$1,143
Interest component of rentals	33	125	134	131	64	64
Amortization of notes and debentures	8	35	39	37	1	1
Interest capitalized			1	3		
Preferred stock dividend requirements	59	86	224	597	33	1
Fixed charges and preferred stock dividends excluding interest on deposits	295	1,037	1,316	1,993	1,059	1,209
Interest on deposits	103	668	963	1,741	1,485	2,053
Total fixed charges and preferred stock dividends	\$ 398	\$1,705	\$2,279	\$3,734	\$2,544	\$3,262
<b>Ratio of earnings to fixed charges and preferred stock dividends</b>						
Excluding interest on deposits	3.91x	4.61x	3.64x	2.29x	1.90x	2.35x
Including interest on deposits	3.16	3.20	2.52	1.69	1.37	1.50

(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 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, 2012 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, 2012

/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 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, 2012 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, 2012

/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 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, 2012 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, 2012

In accordance with Exchange Act Rules 13a-14(f) and 15d-14(f), this certification does not relate to Interactive Data Files 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, 2012 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, 2012