

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

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

For the quarterly period ended June 30, 2013

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 ☒

Non-accelerated filer ☐

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 July 31, 2013, there were 531,511,981 shares of the registrant's common stock (\$5 par value) outstanding.

Table of Contents

THE PNC FINANCIAL SERVICES GROUP, INC.

Cross-Reference Index to Second Quarter 2013 Form 10-Q

	<u>Pages</u>
PART I – FINANCIAL INFORMATION	
Item 1. Financial Statements (Unaudited).	
Consolidated Income Statement	76
Consolidated Statement of Comprehensive Income	77
Consolidated Balance Sheet	78
Consolidated Statement Of Cash Flows	79
Notes To Consolidated Financial Statements (Unaudited)	
Note 1 Accounting Policies	81
Note 2 Acquisition and Divestiture Activity	85
Note 3 Loan Sale and Servicing Activities and Variable Interest Entities	86
Note 4 Loans and Commitments to Extend Credit	92
Note 5 Asset Quality	92
Note 6 Purchased Loans	108
Note 7 Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit	109
Note 8 Investment Securities	112
Note 9 Fair Value	118
Note 10 Goodwill and Other Intangible Assets	130
Note 11 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities	133
Note 12 Certain Employee Benefit And Stock Based Compensation Plans	134
Note 13 Financial Derivatives	136
Note 14 Earnings Per Share	145
Note 15 Total Equity And Other Comprehensive Income	146
Note 16 Income Taxes	151
Note 17 Legal Proceedings	151
Note 18 Commitments and Guarantees	154
Note 19 Segment Reporting	158
Note 20 Subsequent Events	161
Statistical Information (Unaudited)	
Average Consolidated Balance Sheet And Net Interest Analysis	162
Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.	
Financial Review	1
Consolidated Financial Highlights	3
Executive Summary	11
Consolidated Income Statement Review	14
Consolidated Balance Sheet Review	27
Off-Balance Sheet Arrangements And Variable Interest Entities	27
Fair Value Measurements	28
European Exposure	30
Business Segments Review	42
Critical Accounting Estimates And Judgments	44
Status Of Qualified Defined Benefit Pension Plan	44
Recourse And Repurchase Obligations	48
Risk Management	69
Internal Controls And Disclosure Controls And Procedures	70
Glossary Of Terms	74
Cautionary Statement Regarding Forward-Looking Information	48-69, 118-130 and 136-144
Item 3. Quantitative and Qualitative Disclosures About Market Risk.	69
Item 4. Controls and Procedures.	
PART II – OTHER INFORMATION	
Item 1. Legal Proceedings.	164
Item 1A. Risk Factors.	164
Item 2. Unregistered Sales Of Equity Securities And Use Of Proceeds.	165
Item 6. Exhibits.	165
Exhibit Index.	165
Signature	166
Corporate Information	166

[Table of Contents](#)

THE PNC FINANCIAL SERVICES GROUP, INC.

Cross-Reference Index to Second Quarter 2013 Form 10-Q (continued)

MD&A TABLE REFERENCE

<u>Table</u>	<u>Description</u>	<u>Page</u>
1	Consolidated Financial Highlights	1
2	Summarized Average Balance Sheet	8
3	Results Of Businesses – Summary	9
4	Net Interest Income and Net Interest Margin	11
5	Noninterest Income	12
6	Summarized Balance Sheet Data	14
7	Details Of Loans	14
8	Accretion – Purchased Impaired Loans	15
9	Purchased Impaired Loans – Accretable Yield	15
10	Valuation of Purchased Impaired Loans	16
11	Weighted Average Life of the Purchased Impaired Portfolios	16
12	Accretable Difference Sensitivity – Total Purchased Impaired Loans	17
13	Net Unfunded Credit Commitments	17
14	Investment Securities	18
15	Vintage, Current Credit Rating and FICO Score for Asset-Backed Securities	19
16	Other-Than-Temporary Impairments	20
17	Net Unrealized Gains and Losses on Non-Agency Securities	21
18	Loans Held For Sale	22
19	Details Of Funding Sources	23
20	Shareholders' Equity	24
21	Basel I Risk-Based Capital	25
22	Estimated Pro forma Basel III Tier 1 Common Capital Ratio	26
23	Fair Value Measurements – Summary	27
24	Summary of European Exposure	28
25	Retail Banking Table	31
26	Corporate & Institutional Banking Table	33
27	Asset Management Group Table	36
28	Residential Mortgage Banking Table	38
29	BlackRock Table	40
30	Non-Strategic Assets Portfolio Table	40
31	Pension Expense – Sensitivity Analysis	44
32	Analysis of Quarterly Residential Mortgage Repurchase Claims by Vintage	45
33	Analysis of Quarterly Residential Mortgage Unresolved Asserted Indemnification and Repurchase Claims	46
34	Analysis of Residential Mortgage Indemnification and Repurchase Claim Settlement Activity	46
35	Analysis of Home Equity Unresolved Asserted Indemnification and Repurchase Claims	47
36	Analysis of Home Equity Indemnification and Repurchase Claim Settlement Activity	47
37	Nonperforming Assets By Type	50
38	OREO and Foreclosed Assets	51
39	Change in Nonperforming Assets	51
40	Accruing Loans Past Due 30 To 59 Days	52
41	Accruing Loans Past Due 60 To 89 Days	52
42	Accruing Loans Past Due 90 Days Or More	53
43	Home Equity Lines of Credit – Draw Period End Dates	54
44	Consumer Real Estate Related Loan Modifications	55
45	Consumer Real Estate Related Loan Modifications Re-Default by Vintage	56
46	Summary of Troubled Debt Restructurings	57
47	Loan Charge-Offs And Recoveries	58
48	Allowance for Loan and Lease Losses	59
49	Credit Ratings as of June 30, 2013 for PNC and PNC Bank, N.A.	63
50	Contractual Obligations	64
51	Other Commitments	64
52	Interest Sensitivity Analysis	65
53	Net Interest Income Sensitivity to Alternative Rate Scenarios (Second Quarter 2013)	65
54	Alternate Interest Rate Scenarios: One Year Forward	66
55	Enterprise-Wide Trading-Related Gains/Losses Versus Value-at-Risk	66
56	Trading Revenue	67
57	Equity Investments Summary	67
58	Financial Derivatives Summary	69

Table of Contents

THE PNC FINANCIAL SERVICES GROUP, INC.

Cross-Reference Index to Second Quarter 2013 Form 10-Q (continued)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS TABLE REFERENCE

<u>Table</u>	<u>Description</u>	<u>Page</u>
59	Certain Financial Information and Cash Flows Associated with Loan Sale and Servicing Activities	87
60	Consolidated VIEs – Carrying Value	88
61	Assets and Liabilities of Consolidated VIEs	89
62	Non-Consolidated VIEs	89
63	Loans Outstanding	92
64	Net Unfunded Credit Commitments	92
65	Age Analysis of Past Due Accruing Loans	93
66	Nonperforming Assets	94
67	Commercial Lending Asset Quality Indicators	96
68	Home Equity and Residential Real Estate Balances	97
69	Home Equity and Residential Real Estate Asset Quality Indicators – Excluding Purchased Impaired Loans	97
70	Home Equity and Residential Real Estate Asset Quality Indicators – Purchased Impaired Loans	99
71	Credit Card and Other Consumer Loan Classes Asset Quality Indicators	101
72	Summary of Troubled Debt Restructurings	102
73	Financial Impact and TDRs by Concession Type	103
74	TDRs which have Subsequently Defaulted	105
75	Impaired Loans	107
76	Purchased Impaired Loans – Balances	108
77	Purchased Impaired Loans – Accretable Yield	108
78	Rollforward of Allowance for Loan and Lease Losses and Associated Loan Data	110
79	Rollforward of Allowance for Unfunded Loan Commitments and Letters of Credit	111
80	Investment Securities Summary	112
81	Gross Unrealized Loss and Fair Value of Securities Available for Sale	113
82	Credit Impairment Assessment Assumptions – Non-Agency Residential Mortgage-Backed and Asset-Backed Securities	114
83	Other-Than-Temporary Impairments	115
84	Rollforward of Cumulative OTTI Credit Losses Recognized in Earnings	115
85	Gains (Losses) on Sales of Securities Available for Sale	116
86	Contractual Maturity of Debt Securities	116
87	Weighted-Average Expected Maturity of Mortgage and Other Asset-Backed Debt Securities	117
88	Fair Value of Securities Pledged and Accepted as Collateral	117
89	Fair Value Measurements – Summary	119
90	Reconciliation of Level 3 Assets and Liabilities	120
91	Fair Value Measurement – Recurring Quantitative Information	124
92	Fair Value Measurements – Nonrecurring	126
93	Fair Value Measurements – Nonrecurring Quantitative Information	126
94	Fair Value Option – Changes in Fair Value	127
95	Fair Value Option – Fair Value and Principal Balances	128
96	Additional Fair Value Information Related to Financial Instruments	129
97	Changes in Goodwill by Business Segment	130
98	Other Intangible Assets	130
99	Amortization Expense on Existing Intangible Assets	131
100	Summary of Changes in Customer-Related Other Intangible Assets	131
101	Commercial Mortgage Servicing Rights	131
102	Residential Mortgage Servicing Rights	131
103	Commercial Mortgage Loan Servicing Rights – Key Valuation Assumptions	132
104	Residential Mortgage Loan Servicing Rights – Key Valuation Assumptions	132
105	Fees from Mortgage and Other Loan Servicing	132
106	Net Periodic Pension and Postretirement Benefits Costs	134
107	Option Pricing Assumptions	135
108	Stock Option Rollforward	135

Table of Contents

THE PNC FINANCIAL SERVICES GROUP, INC.

Cross-Reference Index to Second Quarter 2013 Form 10-Q (continued)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS TABLE REFERENCE (continued)

<u>Table</u>	<u>Description</u>	<u>Page</u>
109	Nonvested Incentive/Performance Unit Share Awards and Restricted Stock/Share Unit Awards – Rollforward	136
110	Nonvested Cash-Payable Restricted Share Units – Rollforward	136
111	Derivatives Total Notional or Contractual Amounts and Fair Values	139
112	Derivative Assets and Liabilities Offsetting	140
113	Derivatives Designated in GAAP Hedge Relationships – Fair Value Hedges	142
114	Derivatives Designated in GAAP Hedge Relationships – Cash Flow Hedges	142
115	Derivatives Designated in GAAP Hedge Relationships – Net Investment Hedges	143
116	Gains (Losses) on Derivatives Not Designated as Hedging Instruments under GAAP	143
117	Credit Default Swaps	144
118	Credit Ratings of Credit Default Swaps	144
119	Referenced/Underlying Assets of Credit Default Swaps	144
120	Risk Participation Agreements Sold	144
121	Internal Credit Ratings of Risk Participation Agreements Sold	144
122	Basic and Diluted Earnings per Common Share	145
123	Rollforward of Total Equity	146
124	Other Comprehensive Income	147
125	Accumulated Other Comprehensive Income (Loss) Components	150
126	Net Operating Loss Carryforwards and Tax Credit Carryforwards	151
127	Net Outstanding Standby Letters of Credit	154
128	Analysis of Commercial Mortgage Recourse Obligations	155
129	Analysis of Indemnification and Repurchase Liability for Asserted Claims and Unasserted Claims	156
130	Reinsurance Agreements Exposure	157
131	Reinsurance Reserves – Rollforward	157
132	Resale and Repurchase Agreements Offsetting	158
133	Results Of Businesses	160

[Table of Contents](#)

FINANCIAL REVIEW

THE PNC FINANCIAL SERVICES GROUP, INC.

T A B L E 1: CONSOLIDATED FINANCIAL HIGHLIGHTS

Dollars in millions, except per share data Unaudited	Three months ended June 30		Six months ended June 30	
	2013	2012	2013	2012
Financial Results (a)				
Revenue				
Net interest income	\$2,258	\$2,526	\$4,647	\$4,817
Noninterest income	1,806	1,097	3,372	2,538
Total revenue	4,064	3,623	8,019	7,355
Noninterest expense	2,435	2,648	4,830	5,103
Pretax, pre-provision earnings (b)	1,629	975	3,189	2,252
Provision for credit losses	157	256	393	441
Income before income taxes and noncontrolling interests	\$1,472	\$ 719	\$2,796	\$1,811
Net income	\$1,123	\$ 546	\$2,127	\$1,357
Less:				
Net income (loss) attributable to noncontrolling interests	1	(5)	(8)	1
Preferred stock dividends and discount accretion	53	25	128	64
Net income attributable to common shareholders	\$1,069	\$ 526	\$2,007	\$1,292
Diluted earnings per common share	\$ 1.99	\$.98	\$ 3.76	\$ 2.42
Cash dividends declared per common share	\$.44	\$.40	\$.84	\$.75
Performance Ratios				
Net interest margin (c)	3.58%	4.08%	3.69%	3.99%
Noninterest income to total revenue	44	30	42	35
Efficiency	60	73	60	69
Return on:				
Average common shareholders' equity	11.81	6.23	11.25	7.80
Average assets	1.49	.74	1.42	.94

See page 70 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.

- (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) We believe that pretax, pre-provision earnings, a non-GAAP measure, is useful as a tool to help evaluate the ability to provide for credit costs through operations.
- (c) 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 June 30, 2013 and June 30, 2012 were \$40 million and \$35 million, respectively. The taxable-equivalent adjustments to net interest income for the six months ended June 30, 2013 and June 30, 2012 were \$80 million and \$66 million, respectively.

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

Unaudited	June 30 2013	December 31 2012	June 30 2012
Balance Sheet Data (dollars in millions, except per share data)			
Assets	\$304,415	\$ 305,107	\$299,575
Loans (b) (c)	189,775	185,856	180,425
Allowance for loan and lease losses (b)	3,772	4,036	4,156
Interest-earning deposits with banks (b)	3,797	3,984	3,995
Investment securities (b)	57,449	61,406	61,937
Loans held for sale (c)	3,814	3,693	3,333
Goodwill and other intangible assets	11,228	10,869	10,962
Equity investments (b) (d)	10,054	10,877	10,617
Other assets (b) (c)	24,297	23,679	24,559
Noninterest-bearing deposits	66,708	69,980	64,476
Interest-bearing deposits	145,571	143,162	142,447
Total deposits	212,279	213,142	206,923
Transaction deposits	175,564	176,705	166,043
Borrowed funds (b) (c)	39,864	40,907	43,689
Shareholders' equity	40,286	39,003	37,005
Common shareholders' equity	36,347	35,413	33,884
Accumulated other comprehensive income	45	834	402
Book value per common share	\$ 68.46	\$ 67.05	\$ 64.00
Common shares outstanding (millions)	531	528	529
Loans to deposits	89%	87%	87%
Client Assets (billions)			
Discretionary assets under management	\$ 117	\$ 112	\$ 109
Nondiscretionary assets under administration	116	112	105
Total assets under administration	233	224	214
Brokerage account assets	39	38	36
Total client assets	\$ 272	\$ 262	\$ 250
Capital Ratios			
Basel I capital ratios			
Tier 1 common	10.1%	9.6%	9.3%
Tier 1 risk-based (e)	12.0	11.6	11.4
Total risk-based (e)	15.2	14.7	14.2
Leverage (e)	10.9	10.4	10.1
Common shareholders' equity to assets	11.9	11.6	11.3
Pro forma Basel III Tier 1 common (f)	8.2%	7.5%	N/A(g)
Asset Quality			
Nonperforming loans to total loans	1.75%	1.75%	1.92%
Nonperforming assets to total loans, OREO and foreclosed assets	1.99	2.04	2.31
Nonperforming assets to total assets	1.24	1.24	1.39
Net charge-offs to average loans (for the three months ended) (annualized) (h)	.44	.67	.71
Allowance for loan and lease losses to total loans	1.99	2.17	2.30
Allowance for loan and lease losses to nonperforming loans (i)	114%	124%	120%
Accruing loans past due 90 days or more	\$ 1,762	\$ 2,351	\$ 2,483

- (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 and liabilities 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 U.S. 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) PNC's pro forma Basel III Tier 1 common capital ratio was estimated without the benefit of phase-ins and is based on our understanding of the prior Basel III rule proposals issued by the U.S. banking agencies in June 2012. See Table 21: Basel I Risk-Based Capital and Table 22: Estimated Pro forma Basel III Tier 1 Common Capital Ratio and related information for further detail on how this pro forma ratio differs from the Basel I Tier 1 common capital ratio. The Basel III ratio will replace the current Basel I ratio for this regulatory metric when PNC exits the parallel run qualification phase.
- (g) Pro forma Basel III Tier 1 common capital ratio not disclosed in our second quarter 2012 Form 10-Q.
- (h) Pursuant to alignment with interagency guidance on practices for loans and lines of credit related to consumer lending in the first quarter of 2013, additional charge-offs of \$134 million were taken.
- (i) 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.

[Table of Contents](#)

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 2012 Annual Report on Form 10-K (2012 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 2012 Form 10-K and our First Quarter 2013 Form 10-Q: the Risk Management And Recourse and Repurchase Obligation sections of the Financial Review portion of the respective report; Item 1A Risk Factors included in our 2012 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 section in this Financial Review and the Critical Accounting Estimates And Judgments section in this Financial Review and in our 2012 Form 10-K 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 19 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 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, as well as other products and services in PNC's primary geographic markets located in Pennsylvania, Ohio, New Jersey, Michigan, Illinois, Maryland, Indiana, North Carolina, Florida, Kentucky, Washington, D.C., Delaware, Alabama, Virginia, Georgia, Missouri, Wisconsin and South Carolina. PNC also provides certain products and services internationally.

KEY STRATEGIC GOALS

At PNC we manage our company for the long term. We are focused on the fundamentals of growing customers, loans, deposits and fee revenue and improving profitability, while investing for the future and managing risk and capital. We continue to invest in our products, markets and brand, and embrace our corporate responsibility to the communities where we do business.

We strive to expand and deepen customer relationships by offering convenient banking options and innovative technology solutions, providing a broad range of fee-based and credit products and services, focusing on customer service and enhancing our brand. Our approach is focused on organically growing and deepening client relationships that meet our risk/return measures. Our strategies for growing fee income across our lines of business are focused on achieving deeper market penetration and cross selling our diverse product mix. A key priority is to drive growth in newly acquired and underpenetrated markets, including in the Southeast. We may also grow revenue through appropriate and targeted acquisitions and, in certain businesses, by expanding into new geographical markets.

Our capital priorities for 2013 are to support client growth and business investment, maintain appropriate capital in light of economic uncertainty and the Basel III framework and return excess capital to shareholders through dividends, in accordance with our capital plan included in our 2013 Comprehensive Capital Analysis and Review (CCAR) submission to the Board of Governors of the Federal Reserve System (Federal Reserve). We continue to improve our capital levels and ratios through retention of quarterly earnings and expect to build capital through retention of future earnings. During 2013, PNC does not expect to repurchase common stock through a share buyback program. PNC continues to maintain a strong bank and bank holding company liquidity position. For more detail, see the 2013 Capital and Liquidity Actions portion of this Executive Summary, the Funding and Capital Sources portion 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 Business of our 2012 Form 10-K.

PNC faces a variety of risks that may impact various aspects of our risk profile from time to time. The extent of such impacts may vary depending on factors such as the current economic, political and regulatory environment, merger and acquisition activity and operational challenges. Many of these risks and our risk management strategies are described in more detail in our 2012 Form 10-K and elsewhere in this Report.

2013 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 Federal Reserve and our primary bank regulators as part of the 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 2013 CCAR, PNC submitted its capital plan, approved by its board of directors, to the Federal Reserve and our primary bank regulators in January 2013. As

[Table of Contents](#)

we announced on March 14, 2013, the Federal Reserve accepted the capital plan and did not object to our proposed capital actions, which included a recommendation to increase the quarterly common stock dividend in the second quarter of 2013. A share repurchase program for 2013 was not included in the capital plan primarily as a result of PNC's 2012 acquisition of RBC Bank (USA) and expansion into Southeastern markets. 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 2012 Form 10-K.

See the Liquidity Risk Management portion of the Risk Management section of this Financial Review, as well as Note 20 Subsequent Events in the Notes To Consolidated Financial Statements in this Report, for more detail on our 2013 capital and liquidity actions.

On April 4, 2013, consistent with our capital plan submitted to the Federal Reserve in 2013, our board of directors approved an increase to PNC's quarterly common stock dividend from 40 cents per common share to 44 cents per common share with a payment date of May 5, 2013, payable the next business day, to shareholders of record at the close of business on April 16, 2013. On July 3, 2013, our board of directors declared a quarterly common stock cash dividend of 44 cents per share with a payment date of August 5, 2013 to shareholders of record at the close of business on July 15, 2013.

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. 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 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.

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.

New and evolving capital and liquidity standards will have a significant effect on banks and bank holding companies, including PNC. In July 2013, the U.S. banking agencies issued final rules to implement the Basel III capital framework in the United States. In addition, the banking agencies issued final rules to revise the framework for the risk-weighting of assets under Basel I and Basel II (referred to as the standardized approach and the advanced approaches, respectively). For banking organizations subject to Basel II (such as PNC), the Basel III final rules become effective on January 1, 2014, although many provisions are phased-in over a period of years, with the rules generally fully phased-in as of January 1, 2019. The changes made to the Basel I risk-weighting framework by the standardized approach rules become effective on January 1, 2015, and the changes made to the Basel II risk-weighting framework by the advanced approaches rules become effective on January 1, 2014.

The Basel III final rules, among other things, narrow the definition of regulatory capital, require banking organizations with \$15 billion or more in assets to phase-out trust preferred securities from Tier 1 regulatory capital, establish a new Tier 1 common capital requirement for banking organizations and revise the capital levels at which a bank would be subject to prompt corrective action. As of June 30, 2013, PNC had \$216 million of trust preferred securities included in Tier 1 capital which, under these rules and Dodd-Frank, will no longer qualify as Tier 1 capital over time to the extent they remain outstanding. The final rules also would require that significant common stock investments in unconsolidated financial institutions (as defined in the final rules), as well as mortgage servicing rights and deferred tax assets, be deducted from regulatory capital to the extent such items individually exceed 10%, or in the aggregate exceed 15%, of the organization's adjusted Tier 1 common capital. The Basel III final rules also significantly limit the extent to which minority interests in consolidated subsidiaries (including minority interests in the form of REIT preferred securities) may be included in regulatory capital. As of June 30, 2013, PNC had approximately \$1 billion of REIT preferred securities outstanding that will be subject to these limitations over time to the extent they remain outstanding. In addition, for Basel II banking organizations, like PNC, the final rules remove the filter that currently excludes unrealized gains and losses (other than those resulting from other-than-temporary impairments) on available for sale debt securities from affecting regulatory capital, which could increase the volatility of regulatory capital of Basel II banking organizations in response to changes in interest rates.

When fully phased-in on January 1, 2019, the Basel III rules require that banking organizations maintain a minimum Tier 1 common ratio of 4.5%, a Tier 1 capital ratio of 6.0%, a total capital ratio of 8.0% and a leverage ratio of 4.0%. Moreover,

Table of Contents

the final rules, when fully phased-in, will also require banking organizations to maintain a Tier 1 common ratio of at least 7.0%, a Tier 1 capital ratio of at least 8.5%, and a total capital ratio of at least 10.5% to avoid limitations on capital distributions (including common stock dividends and share repurchases) and certain discretionary incentive compensation payments. For Basel II banking organizations (such as PNC), these higher buffer levels above the regulatory minimums could be supplemented by a countercyclical capital buffer of up to an additional 2.5% during periods of excessive credit growth, although this buffer is initially set at zero in the United States. After a Basel II banking organization exits its “parallel run” qualification phase under the Basel II framework, its compliance with these minimum and buffer ratio levels will be determined using the lower of the organization’s capital ratios calculated under the standardized or the advanced approach. For additional information concerning PNC’s estimated fully phased-in pro forma Basel III Tier 1 common ratio as well as the Basel II “parallel run” process, please see Balance Sheet Highlights in this Executive Summary section, and Capital and Table 22: Estimated Pro Forma Basel III Tier 1 Common Capital in the Consolidated Balance Sheet Review section, of this Report.

Basel II banking organizations also are subject to a new minimum 3% supplementary leverage ratio that becomes effective on January 1, 2018, with public reporting of the ratio beginning in 2015. Unlike the existing leverage ratio, the denominator of the supplementary leverage ratio takes into account certain off-balance sheet items, including loan commitments and potential future exposure under derivative contracts. We estimate that our supplementary leverage ratio currently exceeds the new minimum ratio requirement applicable to PNC that goes into effect in 2018. In July 2013, the U.S. banking agencies separately requested comment on a proposed rule that would raise the supplemental leverage ratio for U.S. bank holding companies that have \$700 billion or more in total consolidated assets or \$10 trillion or more in assets under custody and for the insured depository institution subsidiaries of these bank holding companies. Based on the asset and custody thresholds included in the proposed rule, PNC and PNC Bank, National Association would not be subject to this higher proposed supplemental leverage ratio.

As noted above, the final rules adopted by the U.S. banking agencies in July 2013 revise both the Basel I and Basel II risk-weighting framework. Both the standardized approach rules (which will replace the Basel I risk-weighting framework as of January 1, 2015) and the advanced approaches modifications to the Basel II risk-weighting framework replace the use of credit ratings with alternative methodologies for assessing creditworthiness and establish a new framework (referred to as the Simplified Supervisory Framework Approach) for risk-weighting securitization exposures (such as privately issued mortgage-backed securities and asset-backed securities). The standardized approach also would, among other things, increase the risk weight applicable to high volatility commercial real estate exposures and past due exposures,

establish a new framework for cleared derivatives and securities financing transactions, and require that equity exposures (other than those that are deducted from capital) be risk-weighted in a manner similar to the existing Basel II rules for equity exposures. In addition, Basel II banks that have not exited the parallel run qualification phase by the first quarter of 2015 are required to make certain public disclosures after that date under the standardized approach until the bank exits parallel run (after which it would make the public disclosures required by the advanced approaches rule). The advanced approaches rule would, among other things, significantly alter the methodology for determining counterparty credit risk weights, including the establishment of a credit valuation adjustment for counterparty risk in over-the-counter (OTC) derivative transactions, under Basel II.

The need to maintain more and higher quality capital could limit PNC’s business activities, including lending, and its ability to expand, either organically or through acquisitions. It could also result in PNC taking steps to increase its capital that may be dilutive to shareholders or being limited in its ability to pay dividends or otherwise return capital to shareholders, or selling or refraining from acquiring assets, the capital requirements for which are inconsistent with the assets’ underlying risks. Moreover, although these new requirements are being phased in over time, U.S. federal banking agencies have been taking into account expectations regarding the ability of banks to meet these new requirements, including under stressed conditions, in approving actions that represent uses of capital, such as dividend increases, share repurchases and acquisitions.

On July 31, 2013, the United States District Court for the District of Columbia granted summary judgment to the plaintiffs in *NACS, et al. v. Board of Governors of the Federal Reserve System*. The decision vacated the debit card interchange and network processing rules that went into effect in October 2011 and that were adopted by the Federal Reserve to implement provisions of the Dodd-Frank Act. The court found among other things that the debit card interchange fees permitted under the rules allowed card issuers to recover costs that were not permitted by the statute. The court has temporarily stayed its decision. We do not now know the ultimate impact of this ruling, nor the timing of any such impact, but if the ruling were to take effect it could have a materially adverse impact on our debit card interchange revenues. Debit card interchange revenue for the year ended December 31, 2012 was approximately \$305 million.

For additional information concerning recent legislative and regulatory developments, as well as certain governmental, legislative and regulatory inquiries and investigations that may affect PNC, please see Item 1 Business – Supervision and Regulation, Item 1A Risk Factors and Note 23 Legal Proceedings in Item 8 of our 2012 Form 10-K and Note 17 Legal Proceedings and Note 18 Commitments and Guarantees in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

Table of Contents

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 U.S. 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, in our 2012 Form 10-K and in our other SEC filings, and
- The impact of market credit spreads on asset valuations.

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

- Further success in growing profitability through the acquisition and retention of customers,
- Continued development of the geographic markets related to our recent acquisitions, including full deployment of our product offerings into our Southeast markets,
- Our ability to effectively manage PNC's balance sheet and generate net interest income,
- 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 and protect PNC's systems and customer information,
- 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 manage risk to acceptable levels and to meet evolving regulatory capital standards,

- Actions we take within the capital and other financial markets,
- The impact of legal and regulatory-related contingencies, and
- The appropriateness of reserves needed for critical estimates and 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 2012 Form 10-K.

INCOME STATEMENT HIGHLIGHTS

- Net income for the second quarter of 2013 of \$1.1 billion increased \$.6 billion compared to the second quarter of 2012, driven by revenue growth of 12%, a decline in noninterest expense of 8% and a decrease in provision for credit losses. For additional detail, please see the Consolidated Income Statement Review section in this Financial Review.
- Net interest income of \$2.3 billion for the second quarter of 2013 decreased 11% compared with the second quarter of 2012, reflecting the impact of lower purchase accounting accretion and lower yields on loans and securities, partially offset by lower rates paid on borrowed funds.
- Net interest margin decreased to 3.58% for the second quarter of 2013 compared to 4.08% for the second quarter of 2012. Consistent with the decline in net interest income, the decrease in net interest margin reflected lower purchase accounting accretion and lower yields on loans and securities, partially offset by lower rates paid on borrowed funds.
- Noninterest income of \$1.8 billion for the second quarter of 2013 increased by \$.7 billion compared to the second quarter of 2012. The increase was attributable to lower provision for residential mortgage repurchase obligations, strong customer fee income and higher gains on asset sales and valuations.
- The provision for credit losses decreased to \$157 million for the second quarter of 2013 compared to \$256 million for the second quarter of 2012 driven by overall credit quality improvement.
- Noninterest expense of \$2.4 billion for the second quarter of 2013 decreased 8% compared with the second quarter of 2012, primarily due to lower noncash charges related to redemption of trust preferred securities, the impact of second quarter 2012 integration costs, and lower residential mortgage foreclosure-related expenses.

CREDIT QUALITY HIGHLIGHTS

- Overall credit quality improved during the second quarter of 2013. The following comparisons to December 31, 2012 were impacted by alignment with interagency guidance in the first quarter of 2013 on

practices for loans and lines of credit related to consumer lending. This had the overall effect of (i) accelerating charge-offs, (ii) increasing nonperforming loans and (iii), in the case of loans accounted for under the fair value option, increasing nonaccrual loans. In addition, commercial real estate delinquencies declined due to improved performance. See the Credit Risk Management section of this Financial Review for further detail.

- Nonperforming assets of \$3.8 billion at June 30, 2013 remained relatively flat compared to December 31, 2012. The comparison includes the addition of \$426 million of consumer loans to nonperforming pursuant to alignment with interagency guidance for loans and lines of credit that occurred in the first quarter of 2013, substantially offset by a reduction in total commercial nonperforming loans due to credit quality improvement and lower consumer nonperforming loans largely due to principal activity. Nonperforming assets to total assets were 1.24% at both June 30, 2013 and December 31, 2012 compared with 1.39% at June 30, 2012.
- Overall delinquencies of \$2.8 billion decreased \$9 billion as of June 30, 2013 compared with December 31, 2012. The reduction was partially due to a decline in total consumer loan delinquencies of \$395 million pursuant to alignment with interagency guidance in which loans were moved from various delinquency categories to either nonperforming or, in the case of loans accounted for under the fair value option, nonaccruing. In addition, during the first six months of 2013, government insured residential real estate accruing loans past due 90 days or more declined \$324 million, the majority of which were transferred to OREO. Finally, commercial real estate delinquencies decreased \$84 million due to improved performance.
- Net charge-offs of \$208 million decreased \$107 million compared to the second quarter of 2012, reflecting a decrease in home equity, commercial and commercial real estate net charge-offs of \$97 million. On an annualized basis, net charge-offs were 0.44% of average loans for the second quarter of 2013 and 0.71% of average loans for the second quarter of 2012. Net charge-offs for the first six months were \$664 million, up slightly compared to \$648 million of net charge-offs for the first six months of 2012, due to the impact of alignment with interagency guidance in first quarter 2013, partially offset by improving credit quality in the second quarter of 2013. On an annualized basis, net charge-offs for the first half of 2013 were 0.71% of average loans and 0.76% of average loans for the first half of 2012.
- The allowance for loan and lease losses was 1.99% of total loans and 114% of nonperforming loans at June 30, 2013, compared with 2.17% and 124% at December 31, 2012, respectively. The decrease in the

allowance compared with year end resulted from improved overall credit quality and the impact of alignment with interagency guidance.

BALANCE SHEET HIGHLIGHTS

- Total loans increased by \$3.9 billion to \$190 billion at June 30, 2013 compared to December 31, 2012.
 - Total commercial lending increased by \$4.3 billion, or 4%, from December 31, 2012, as a result of growth in commercial loans to new and existing customers.
 - Total consumer lending decreased \$4 billion from December 31, 2012 primarily from pay downs of residential real estate, education and credit card loans, partially offset by increases in home equity and automobile loans.
- Total deposits decreased by \$0.9 billion to \$212 billion at June 30, 2013 compared with December 31, 2012.
- PNC's well-positioned balance sheet remained core funded with a loans to deposits ratio of 89% at June 30, 2013.
- PNC had a strong capital position at June 30, 2013.
 - The Basel I Tier 1 common capital ratio increased to 10.1% compared with 9.6% at December 31, 2012.
 - The pro forma Basel III Tier 1 common capital ratio was an estimated 8.2% at June 30, 2013 compared with 7.5% at December 31, 2012 without benefit of phase-ins.
 - PNC continues to evaluate the Basel III final rules adopted in July 2013. Pending completion of that evaluation this estimate is based on our understanding of the prior U.S. Basel III rule proposals issued in 2012. We do not believe the changes in the final rules from the proposals will negatively impact our common capital ratio.
 - See the Capital discussion and Table 22: Estimated Pro forma Basel III Tier 1 Common Capital Ratio in the Consolidated Balance Sheet Review section of this Financial Review for more detail.
 - In April 2013, the PNC board of directors raised the quarterly cash dividend on common stock to 44 cents per share, an increase of 4 cents per share, or 10%, effective with the May dividend.

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 six months of 2013 and 2012 and balances at June 30, 2013 and December 31, 2012, respectively.

Table of Contents

2012 ACQUISITION AND DIVESTITURE ACTIVITY

On March 2, 2012, we acquired 100% of the issued and outstanding common stock of RBC Bank (USA), the U.S. 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.

Effective October 26, 2012, PNC divested certain deposits and assets of the Smartstreet business unit, which was acquired by PNC as part of the RBC Bank (USA) acquisition, to Union Bank, N.A.

See Note 2 Acquisition and Divestiture Activity in the Notes To Consolidated Financial Statements in this Report for additional information regarding this 2012 acquisition and divestiture activity.

AVERAGE CONSOLIDATED BALANCE SHEET HIGHLIGHTS

Table 2: Summarized Average Balance Sheet

Six months ended June 30 Dollars in millions	2013	2012
Average assets		
Interest-earning assets		
Investment securities	\$ 57,683	\$ 61,469
Loans	187,359	171,239
Other	11,099	11,225
Total interest-earning assets	256,141	243,933
Other	46,591	44,914
Total average assets	\$302,732	\$288,847
Average liabilities and equity		
Interest-bearing liabilities		
Interest-bearing deposits	\$145,014	\$138,220
Borrowed funds	39,161	41,668
Total interest-bearing liabilities	184,175	179,888
Noninterest-bearing deposits	64,800	59,189
Other liabilities	11,650	11,023
Equity	42,107	38,747
Total average liabilities and equity	\$302,732	\$288,847

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 June 30, 2013 compared with December 31, 2012.

Total average assets increased to \$302.7 billion for the first six months of 2013 compared with \$288.8 billion for the first six months of 2012, primarily due to an increase of \$12.2 billion in average interest-earning assets driven by an increase in average total loans, including the impact of loans added in the RBC Bank (USA) acquisition, which closed March 2, 2012.

Total assets were \$304.4 billion at June 30, 2013 compared with \$305.1 billion at December 31, 2012.

Average total loans increased by \$16.1 billion to \$187.4 billion for the first six months of 2013 compared with the six months of 2012, including increases in average commercial loans of \$11.5 billion and average consumer loans of \$3.0 billion. The overall increase in loans reflected organic loan growth, primarily in our Corporate & Institutional Banking segment, as well as the impact of loans added in the RBC Bank (USA) acquisition.

Loans represented 73% of average interest-earning assets for the first six months of 2013 and 70% of average interest-earning assets for the first six months of 2012.

Average investment securities decreased \$3.8 billion to \$57.7 billion in the first six months of 2013 compared with the first six months of 2012, primarily as a result of principal payments, including prepayments and maturities, partially offset by net purchase activity. During the second quarter of 2013, we entered into certain transactions to purchase securities that will be delivered in the third and fourth quarters of 2013. Total investment securities comprised 23% of average interest-earning assets for the first six months of 2013 and 25% for the first six months of 2012.

Average noninterest-earning assets increased \$1.7 billion to \$46.6 billion in the six months of 2013 compared with the six months of 2012. The increase included the impact of higher adjustments for net unrealized gains on securities, which are included in noninterest-earning assets for average balance sheet purposes, the six month impact of the RBC Bank (USA) acquisition, including goodwill, and an increase in equity investments. These increases were partially offset by decreased unsettled securities sales, which are included in noninterest-earning assets for average balance sheet purposes.

Average total deposits were \$209.8 billion for the first six months of 2013 compared with \$197.4 billion for the first six months of 2012. The increase of \$12.4 billion primarily resulted from an increase of \$17.4 billion in average transaction deposits which grew to \$173.6 billion for the first six months of 2013 compared with \$156.2 billion for the first six months of 2012. Growth in average interest-bearing demand deposits, average noninterest-bearing deposits and average money market deposits drove the increase in average transaction deposits, which resulted from the six month impact of the RBC Bank (USA) acquired deposits and organic growth. These increases were partially offset by a decrease of \$5.1 billion in average retail certificates of deposit attributable to runoff of maturing accounts. Total deposits at June 30, 2013 were \$212.3 billion compared with \$213.1 billion at December 31, 2012 and are further discussed within the Consolidated Balance Sheet Review section of this Financial Review.

Average total deposits represented 69% of average total assets for the first six months of 2013 and 68% for the first six months of 2012.

Table of Contents

Average borrowed funds decreased by \$2.5 billion to \$39.2 billion for the first six months of 2013 compared with the first six months of 2012. Lower average Federal Home Loan Bank (FHLB) borrowings were partially offset by an increase in average commercial paper. Total borrowed funds at June 30, 2013 were \$39.9 billion compared with \$40.9 billion at December 31, 2012 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 borrowed funds.

BUSINESS SEGMENT HIGHLIGHTS

Total business segment earnings were \$1.9 billion for the first six months of 2013 and \$1.6 billion for the first six months of 2012. Highlights of results for the first six months and the second quarter of 2013 and 2012 are included below. The Business Segments Review section of this Financial Review includes further analysis of our business segment results over the first six months of 2013 and 2012, including presentation differences from Note 19 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 19 Segment Reporting in our Notes To Consolidated Financial Statements of this Report.

Table 3: Results Of Businesses – Summary
(Unaudited)

Six months ended June 30-in millions	Net Income		Revenue		Average Assets (a)	
	2013	2012	2013	2012	2013	2012
Retail Banking	\$ 278	\$ 283	\$3,037	\$2,987	\$ 74,317	\$ 71,420
Corporate & Institutional Banking	1,153	1,072	2,761	2,705	111,941	97,866
Asset Management Group	79	74	509	483	7,210	6,613
Residential Mortgage Banking	65	(152)	519	184	10,604	11,745
BlackRock	220	178	287	227	5,982	5,597
Non-Strategic Assets Portfolio	139	138	394	421	10,511	12,407
Total business segments	1,934	1,593	7,507	7,007	220,565	205,648
Other (b) (c)	193	(236)	512	348	82,167	83,199
Total	\$2,127	\$1,357	\$8,019	\$7,355	\$302,732	\$288,847

(a) Period-end balances for BlackRock.

(b) "Other" average assets include securities available for sale associated with asset and liability management activities.

(c) "Other" includes differences between the total business segment financial results and our total consolidated net income. Additional detail is included in the Business Segments Review section of this Financial Review and in Note 19 Segment Reporting in the Notes To Consolidated Financial Statements in this Report.

Retail Banking

Retail Banking earned \$278 million in the first six months of 2013 compared with \$283 million for the same period a year ago. Earnings were essentially flat compared to a year ago as higher noninterest income was offset by lower net interest income and higher noninterest expense. Retail Banking's core strategy is to efficiently grow customers by providing an experience that builds customer loyalty and expands loan, investment product, and money management share of wallet. Net checking relationships grew 114,000 in the first six months of 2013. The growth reflects strong results and gains in all of our markets, as well as strong customer retention in the overall network.

In the second quarter of 2013, Retail Banking earned \$158 million compared with earnings of \$136 million for the second quarter of 2012. The increase in earnings was primarily due to the gain on sale of 2 million Visa Class B common shares, higher fee income, lower provision for credit losses and lower additions to legal reserves. These increases were partially offset by a decline in net interest income.

Corporate & Institutional Banking

Corporate & Institutional Banking earned \$1.2 billion in the first six months of 2013 as compared with \$1.1 billion in the first six months of 2012. The increase in earnings was primarily due to an increase in noninterest income and improved credit quality, partially offset by lower net interest income. We continued to focus on building client relationships, including increasing cross sales and adding new clients where the risk-return profile was attractive.

In the second quarter of 2013, Corporate & Institutional Banking earned \$612 million compared with earnings of \$577 million in the second quarter of 2012. The increase reflected higher noninterest income and a benefit on the provision for credit losses, which were partially offset by a decrease in net interest income.

Asset Management Group

Asset Management Group earned \$79 million through the first six months of 2013 compared with \$74 million in the same period of 2012. The increase in earnings was due to higher

Table of Contents

revenue of \$26 million partially offset by higher noninterest expense. Assets under administration were \$233 billion as of June 30, 2013 compared to \$214 billion as of June 30, 2012. The core growth strategies for the business continue to include: investing in higher growth geographies, increasing internal referral sales and adding new front line sales staff.

In the second quarter of 2013, Asset Management Group earned \$36 million compared with \$38 million in the second quarter of 2012. The decrease is primarily due to an increase in noninterest expense from strategic business investments and an increase in the provision for credit losses.

Residential Mortgage Banking

Residential Mortgage Banking reported earnings of \$65 million in the first six months of 2013 compared with losses of \$152 million in the first six months of 2012. Earnings increased from the prior year six month period primarily as a result of decreased provision for residential mortgage repurchase obligations.

In the second quarter of 2013, Residential Mortgage Banking reported earnings of \$20 million compared with a loss of \$213 million in the second quarter of 2012 due to a decrease in provision for residential mortgage repurchase obligations and a decrease in the noninterest expense.

BlackRock

Our BlackRock business segment earned \$220 million in the first six months of 2013 and \$178 million in the first six months of 2012. In the second quarter of 2013, business segment earnings from BlackRock were \$112 million compared with \$88 million in the second quarter of 2012.

Non-Strategic Assets Portfolio

This business segment consists primarily of acquired non-strategic assets. Non-Strategic Assets Portfolio had earnings of \$139 million for the first six months of 2013 compared with \$138 million in the first six months of 2012. Earnings were relatively flat year-over-year as higher noninterest income and lower noninterest expense were offset by lower net interest income and a higher provision for credit losses.

In the second quarter of 2013, Non-Strategic Assets Portfolio had earnings of \$60 million compared with \$67 million for the second quarter of 2012. The decrease was due to a decrease in net interest income driven by lower purchase accounting accretion and lower loan balances.

Other

“Other” reported earnings of \$193 million for the six months of 2013 compared with a loss of \$236 million for the first six months of 2012. In the second quarter of 2013, “Other” reported earnings of \$125 million compared with a loss of \$147 million in the second quarter of 2012.

CONSOLIDATED INCOME STATEMENT REVIEW

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

Net income for the first six months of 2013 was \$2.1 billion, compared with net income of \$1.4 billion for the first six months of 2012. The increase in year-over-year net income was driven by revenue growth of 9%, a decline in noninterest expense of 5% and a decrease in provision for credit losses. Higher revenue for the first six months of 2013 reflected lower provision for residential mortgage repurchase obligations, strong customer fee income and higher gains on asset sales and valuations and was partially offset by lower net interest income.

Net income for the second quarter of 2013 was \$1.1 billion compared with \$.5 billion for the second quarter of 2012. The increase in net income was due to revenue growth of 12%, a decline in noninterest expense of 8% and a decrease in provision for credit losses. Higher revenue for the second quarter of 2013 reflected lower provision for residential mortgage repurchase obligations, strong customer fee income and higher gains on asset sales and valuations, partially offset by lower net interest income.

NET INTEREST INCOME

Table 4: Net Interest Income and Net Interest Margin

	Six months ended June 30		Three months ended June 30	
	2013	2012	2013	2012
Dollars in millions				
Net interest income	\$4,647	\$4,817	\$2,258	\$2,526
Net interest margin	3.69%	3.99%	3.58%	4.08%

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 and the discussion of purchase accounting accretion of purchased impaired loans in the Consolidated Balance Sheet review of this Report for additional information.

Net interest income decreased by \$170 million, or 4%, in the first half of 2013 compared with the first half of 2012. Net interest income decreased by \$268 million, or 11%, in the

second quarter of 2013 compared with the second quarter of 2012. The decline in both comparisons reflected lower purchase accounting accretion, the impact of lower yields on loans and securities, as well as the impact of lower securities balances during the quarter as a result of portfolio management activities. The impact of the decline in earning asset yields and lower security balances was partially offset by increases in loan balances, reflecting commercial and consumer loan growth over the period, and lower rates paid on borrowed funds. The six months period comparison was also impacted by the March 2012 RBC Bank (USA) acquisition.

During the second quarter of 2013, we entered into transactions to purchase securities that will be delivered in the third and fourth quarters of 2013. As a result, we expect interest income from securities to improve in the third quarter versus second quarter.

The declines in net interest margin for both the first six months and second quarter of 2013 compared with the 2012 periods reflected lower purchase accounting accretion and lower yields on earning assets.

The decrease for the first six months of 2013 included a 43 basis point decrease in the yield on total interest-earning assets, partially offset by a decrease in the weighted-average rate accrued on total interest-bearing liabilities of 17 basis points. In the second quarter comparison, the yield on total interest-earning assets decreased 60 basis points, partially offset by a decrease in the weighted-average rate accrued on total interest-bearing liabilities of 12 basis points.

The decreases in the yield on interest-earning assets were primarily due to lower rates on new loans and purchased securities in the ongoing low rate environment. The decreases in the rate accrued on interest-bearing liabilities were primarily due to net redemptions and maturities of bank notes and senior debt and subordinated debt, including the redemption of trust preferred and hybrid capital securities.

With respect to the third quarter of 2013, we expect net interest income to be modestly lower as we expect the continuing impact of lower loan and security yields and a decline in purchase accounting accretion to be partially offset by loan growth and the impact of our securities portfolio management activities.

For the full year 2013, we expect net interest income to decrease compared with 2012, assuming an expected decline in the purchase accounting accretion component of net interest income of approximately \$350 million.

Table of Contents

NONINTEREST INCOME

Table 5: Noninterest Income

Dollars in millions	Six months ended June 30		Three months ended June 30	
	2013	2012	2013	2012
Noninterest income				
Asset management	\$ 648	\$ 562	\$ 340	\$ 278
Consumer services	610	554	314	290
Corporate services	603	522	326	290
Residential mortgage	401	57	167	(173)
Service charges on deposits	283	271	147	144
Net gains on sales of securities	75	119	61	62
Net other-than-temporary impairments	(14)	(72)	(4)	(34)
Other	766	525	455	240
Total noninterest income	\$3,372	\$2,538	\$1,806	\$1,097

Noninterest income increased by \$834 million, or 33%, during the first half of 2013 compared to the first half of 2012. Noninterest income for the second quarter increased by \$709 million, or 65%, compared to the second quarter of 2012. Both increases were driven by lower provision for residential mortgage repurchase obligations in the 2013 periods, strong customer fee income and higher gains on asset sales and valuations.

Asset management revenue, including BlackRock, increased \$86 million, or 15% in the first six months of 2013 compared to the first six months of 2012. The comparison included an increase of \$62 million, or 22%, in the second quarter compared to the prior year quarter. Both increases were due to higher earnings from our BlackRock investment, stronger equity markets and growth in customers. Discretionary assets under management increased to \$117 billion at June 30, 2013 compared with \$109 billion at June 30, 2012 driven by stronger average equity markets and positive net flows.

Consumer service fees increased \$56 million in the first six months of 2013 compared to the first six months of 2012 and increased \$24 million in the second quarter of 2013 compared to the second quarter of 2012. Both increases reflected growth in debit card, brokerage, credit card and merchant services revenue. The six month comparison was also impacted by the March 2012 RBC Bank (USA) acquisition.

Corporate services revenue increased to \$603 million in the first six months of 2013 compared with \$522 million in the first six months of 2012, including \$326 million in the second quarter of 2013 compared with \$290 million in the second quarter of 2012. Corporate services revenue for the first six months of 2013 included \$55 million related to valuation gains from the impact of rising interest rates on commercial

mortgage servicing rights valuations, including \$44 million in the second quarter. These amounts contributed to increases in commercial mortgage servicing revenue, as the comparable amounts for the 2012 periods were not significant. In addition, the increase in the six months comparison also reflected higher treasury management fees. The increases in both comparisons were partially offset by lower merger and acquisition advisory fees.

Residential mortgage revenue increased to \$401 million in the first six months of 2013 compared with \$57 million in the first six months of 2012. The second quarter comparables were revenue of \$167 million in the second quarter of 2013 and a loss of \$173 million for the second quarter of 2012. Residential mortgage revenue for the first six months of 2013 included provision for residential mortgage repurchase obligations of \$77 million compared to \$470 million for the first six months of 2012. The comparable amounts for the second quarters of 2013 and 2012 were \$73 million and \$438 million, respectively. See the Recourse and Repurchase Obligations section of this Financial Review for further detail. These increases to both 2013 periods in residential mortgage revenue were partially offset by lower net hedging gains on mortgage servicing rights.

Other noninterest income totaled \$766 million for the first six months of 2013 compared with \$525 million for the first six months of 2012. Other noninterest income totaled \$455 million for the second quarter of 2013 and \$240 million for the second quarter of 2012. The increases in both 2013 periods included the \$83 million gain on the sale of 2 million Visa Class B common shares during the second quarter of 2013. Other noninterest income for the first six months of 2013 also included \$41 million of revenue from credit valuations related to customer-initiated hedging activities as higher market interest rates reduced the fair value of PNC's credit exposure on these activities. The comparable amount for the first six months of 2012 was a loss of \$28 million. The impacts to the second quarters of 2013 and 2012 were revenue of \$39 million and a loss of \$35 million, respectively. In addition, the increase in other noninterest income in the year-to-date comparison also reflected higher revenue associated with commercial mortgage banking activity.

We continue to hold approximately 12 million Visa Class B common shares with an estimated fair value of approximately \$950 million and recorded investment of approximately \$204 million as of June 30, 2013.

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

[Table of Contents](#)

regarding gains or losses related to our equity investment in BlackRock are included in the Business Segments Review section.

For 2013, we continue to expect both full year 2013 noninterest income and total revenue to increase compared with 2012.

PROVISION FOR CREDIT LOSSES

The provision for credit losses totaled \$393 million for the first half of 2013 compared with \$441 million for the first half of 2012. The provision for credit losses was \$157 million for the second quarter of 2013 compared with \$256 million for the second quarter of 2012. The declines in the comparisons were driven primarily by overall commercial credit quality improvement.

We expect our provision for credit losses for the third quarter of 2013 to be between \$170 million and \$250 million as we expect the pace of commercial credit improvement to ease and net credit exposure to increase.

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 \$4.8 billion for the first half of 2013, a decrease of \$.3 billion, or 5%, from \$5.1 billion for the first half of 2012. Noninterest expense for the first six months of 2013 included \$30 million of noncash charges related to redemption of trust preferred securities and \$18 million of residential mortgage foreclosure-related expenses. The first half of 2012 included \$197 million of integration costs, noncash charges of \$130 million related to redemption of trust preferred securities and \$81 million of residential mortgage foreclosure-related expenses. These decreases to noninterest expense were partially offset by the impact of higher operating expense for the RBC Bank (USA) acquisition during the first half of 2013 compared to the first six months of 2012.

Noninterest expense decreased \$.2 billion, or 8%, to \$2.4 billion for the second quarter of 2013 compared with \$2.6 billion for the second quarter of 2012. The second quarter of 2013 included \$30 million of noncash charges related to redemption of trust preferred securities, while the second quarter of 2012 included \$130 million of noncash charges related to redemption of trust preferred securities, \$52 million of integration costs and \$43 million of residential mortgage foreclosure-related expenses. The impact of residential mortgage foreclosure-related expenses in second quarter 2013 was not significant.

The decline in noninterest expense in the comparison also reflected our continued commitment to disciplined expense management, and we currently expect to exceed our \$700 million continuous improvement savings goal for 2013. Through the first half of the year, we have captured approximately \$600 million of annualized savings. Cost savings are expected to offset investments we are making in our businesses and infrastructure.

For the third quarter of 2013, we currently expect noninterest expenses to be modestly up compared to the second quarter of 2013.

We expect noninterest expense for 2013 to decline by at least five percent compared with 2012.

EFFECTIVE INCOME TAX RATE

The effective income tax rate was 23.9% in the first six months of 2013 compared with 25.1% in the first six months of 2012. For the second quarter of 2013, our effective income tax rate was 23.7% compared with 24.1% for the second quarter of 2012. The effective tax rate is generally lower than the statutory rate primarily due to tax credits PNC receives from our investments in low income housing and new markets investments, as well as increased earnings in other tax exempt investments.

The decrease in the effective tax rate for the second quarter and the first six months of 2013 compared to the 2012 periods resulted from increased tax exempt investments and tax benefits from tax audit settlements, partially offset by higher levels of pretax income.

CONSOLIDATED BALANCE SHEET REVIEW

Table 6: Summarized Balance Sheet Data

In millions	June 30 2013	December 31 2012
Assets		
Loans held for sale	\$ 3,814	\$ 3,693
Investment securities	57,449	61,406
Loans	189,775	185,856
Allowance for loan and lease losses	(3,772)	(4,036)
Goodwill	9,075	9,072
Other intangible assets	2,153	1,797
Other, net	45,921	47,319
Total assets	\$304,415	\$ 305,107
Liabilities		
Deposits	\$212,279	\$ 213,142
Borrowed funds	39,864	40,907
Other	10,331	9,293
Total liabilities	262,474	263,342
Equity		
Total shareholders' equity	40,286	39,003
Noncontrolling interests	1,655	2,762
Total equity	41,941	41,765
Total liabilities and equity	\$304,415	\$ 305,107

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

Total assets decreased \$692 million, or less than 1%, at June 30, 2013 compared with December 31, 2012. Total liabilities declined \$868 million, or less than 1%, in the same comparison. 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 \$189.8 billion at June 30, 2013 and \$185.9 billion at December 31, 2012 were net of unearned income, net deferred loan fees, unamortized discounts and premiums, and purchase discounts and premiums of \$2.3 billion at June 30, 2013 and \$2.7 billion at December 31, 2012, respectively. The balances include purchased impaired loans but 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 those loans.

Table 7: Details Of Loans

In millions	June 30 2013	December 31 2012
Commercial lending		
Commercial		
Retail/wholesale trade	\$ 14,466	\$ 13,801
Manufacturing	14,270	13,856
Service providers	12,758	12,095
Real estate related (a)	10,248	10,616
Financial services (b)	10,834	9,026
Health care	7,618	7,267
Other industries	16,736	16,379
Total commercial	86,930	83,040
Commercial real estate		
Real estate projects (c)	12,636	12,347
Commercial mortgage	6,355	6,308
Total commercial real estate	18,991	18,655
Equipment lease financing	7,349	7,247
Total commercial lending (d)	113,270	108,942
Consumer lending		
Home equity		
Lines of credit	22,559	23,576
Installment	13,857	12,344
Total home equity	36,416	35,920
Residential real estate		
Residential mortgage	14,051	14,430
Residential construction	726	810
Total residential real estate	14,777	15,240
Credit card	4,135	4,303
Other consumer		
Education	7,814	8,238
Automobile	9,066	8,708
Other	4,297	4,505
Total consumer lending	76,505	76,914
Total loans	\$189,775	\$ 185,856

- (a) Includes loans to customers in the real estate and construction industries.
(b) Includes loans issued to a Financing Special Purpose Entity which holds receivables from the other industries within Commercial Lending.
(c) Includes both construction loans and intermediate financing for projects.
(d) Construction loans with interest reserves and A/B Note restructurings are not significant to PNC.

The increase in loans of \$3.9 billion from December 31, 2012 included an increase in commercial lending of \$4.3 billion and a decrease in consumer lending of \$4 billion. The increase in commercial lending was the result of growth in commercial

Table of Contents

loans, primarily from an increase in loan commitments to new and existing customers. The decline in consumer lending resulted from pay downs of residential real estate, education, credit card and other loans, along with the movement of residential real estate loans to OREO and charge-offs taken in the first quarter of 2013 related to the alignment with interagency supervisory guidance, partially offset by net growth in home equity and increases in indirect auto loans.

Loans represented 62% of total assets at June 30, 2013 and 61% of total assets at December 31, 2012. Commercial lending represented 60% of the loan portfolio at June 30, 2013 and 59% at December 31, 2012. Consumer lending represented 40% of the loan portfolio at June 30, 2013 and 41% at December 31, 2012.

Commercial real estate loans represented 10% of total loans and 6% of total assets at both June 30, 2013 and December 31, 2012. See the Credit Risk Management portion of the Risk Management section of this Financial Review for additional details of loans.

Total loans above include purchased impaired loans of \$6.8 billion, or 4% of total loans, at June 30, 2013, and \$7.4 billion, or 4% of total loans, at December 31, 2012.

Our loan portfolio continued to be diversified among numerous industries, types of businesses and consumers across our principal geographic markets.

The Allowance for Loan and Lease Losses (ALLL) and the Allowance for Unfunded Loan Commitments and Letters of Credit are sensitive to changes in assumptions and judgments and are inherently subjective as they require material estimates, all of which may be susceptible to significant change, including, among others:

- Probability of default,
- Loss given default,
- Exposure at date of default,
- Movement through delinquency stages,
- Amounts and timing of expected cash flows,
- Value of collateral, which may be obtained from third parties, and
- Qualitative factors, such as changes in current economic conditions, that may not be reflected in historical results.

HIGHER RISK LOANS

Our total ALLL of \$3.8 billion at June 30, 2013 consisted of \$1.7 billion and \$2.1 billion established for the commercial lending and consumer lending categories, respectively. The ALLL included what we believe to be appropriate loss coverage on higher risk loans in the commercial and consumer

portfolios. We do not consider government insured or guaranteed loans to be higher risk as defaults have historically been materially mitigated by payments of insurance or guarantee amounts for approved claims. Additional information regarding our higher risk loans is included in the Credit Risk Management portion of the Risk Management section of this Financial Review and in Note 5 Asset Quality and Note 7 Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit in our Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report.

PURCHASE ACCOUNTING ACCRETION AND VALUATION OF PURCHASED IMPAIRED LOANS

Information related to purchase accounting accretion and accretable yield for the second quarter and first six months of 2013 and 2012 follows. Additional information is provided in Note 6 Purchased Loans in the Notes To Consolidated Financial Statements in this Report.

Table 8: Accretion – Purchased Impaired Loans

In millions	Three months ended June 30		Six months ended June 30	
	2013	2012	2013	2012
Accretion on purchased impaired loans				
Scheduled accretion	\$ 150	\$ 178	\$ 307	\$ 336
Reversal of contractual interest on impaired loans	(83)	(111)	(168)	(208)
Scheduled accretion net of contractual interest	67	67	139	128
Excess cash recoveries	11	51	61	91
Total	\$ 78	\$ 118	\$ 200	\$ 219

Table 9: Purchased Impaired Loans – Accretable Yield

In millions	2013	2012
January 1	\$2,166	\$2,109
Addition of accretable yield due to RBC Bank (USA) acquisition on March 2, 2012		587
Scheduled accretion	(307)	(336)
Excess cash recoveries	(61)	(91)
Net reclassifications to accretable from non-accretable and other activity (a)	366	134
June 30 (b)	\$2,164	\$2,403

- (a) Approximately 58% of the net reclassifications for the first six months of 2013 were driven by the consumer portfolio and were due to improvements of cash expected to be collected on both RBC Bank (USA) and National City loans in future periods. The remaining net reclassifications were predominantly due to future cash flow changes in the commercial portfolio.
- (b) As of June 30, 2013, we estimate that the reversal of contractual interest on purchased impaired loans will total approximately \$1.2 billion in future periods. This will offset the total net accretable interest in future interest income of \$2.2 billion on purchased impaired loans.

Table of Contents

Information related to the valuation of purchased impaired loans at June 30, 2013 and December 31, 2012 follows.

Table 10: Valuation of Purchased Impaired Loans

Dollars in millions	June 30, 2013		December 31, 2012	
	Balance	Net Investment	Balance	Net Investment
Commercial and commercial real estate loans:				
Unpaid principal balance	\$ 1,299		\$ 1,680	
Purchased impaired mark	(331)		(431)	
Recorded investment	968		1,249	
Allowance for loan losses	(183)		(239)	
Net investment	785	60%	1,010	60%
Consumer and residential mortgage loans:				
Unpaid principal balance	6,095		6,639	
Purchased impaired mark	(285)		(482)	
Recorded investment	5,810		6,157	
Allowance for loan losses	(934)		(858)	
Net investment	4,876	80%	5,299	80%
Total purchased impaired loans:				
Unpaid principal balance	7,394		8,319	
Purchased impaired mark	(616)		(913)	
Recorded investment	6,778		7,406	
Allowance for loan losses	(1,117)		(1,097)	
Net investment	\$ 5,661	77%	\$ 6,309	76%

The unpaid principal balance of purchased impaired loans decreased to \$7.4 billion at June 30, 2013 from \$8.3 billion at December 31, 2012 due to payments, disposals and charge-offs of amounts determined to be uncollectible. The remaining purchased impaired mark at June 30, 2013 was \$616 million, which was a decrease from \$913 million at December 31, 2012. The associated allowance for loan losses remained relatively flat at \$1.1 billion. The net investment of \$5.7 billion at June 30, 2013 decreased 10% from \$6.3 billion at December 31, 2012. At June 30, 2013, our largest individual purchased impaired loan had a recorded investment of \$19 million.

We currently expect to collect total cash flows of \$7.9 billion on purchased impaired loans, representing the \$5.7 billion net investment at June 30, 2013 and the accretable net interest of \$2.2 billion shown in Table 9: Purchased Impaired Loans – Accretable Yield.

WEIGHTED AVERAGE LIFE OF THE PURCHASED IMPAIRED PORTFOLIOS

The table below provides the weighted average life (WAL) for each of the purchased impaired portfolios as of the second quarter of 2013.

Table 11: Weighted Average Life of the Purchased Impaired Portfolios

As of June 30, 2013 In millions	Recorded Investment	WAL (a)
Commercial	\$ 231	2.0 years
Commercial real estate	737	1.8 years
Consumer (b)	2,474	4.7 years
Residential real estate	3,336	4.8 years
Total	\$ 6,778	4.3 years

(a) Weighted average life represents the average number of years for which each dollar of unpaid principal remains outstanding.

(b) Portfolio primarily consists of nonrevolving home equity products.

Table of Contents

PURCHASED IMPAIRED LOANS – ACCRETABLE DIFFERENCE SENSITIVITY ANALYSIS

The following table provides a sensitivity analysis on the Purchased Impaired Loans portfolio. The analysis reflects hypothetical changes in key drivers for expected cash flows over the life of the loans under declining and improving conditions at a point in time. Any unusual significant economic events or changes, as well as other variables not considered below (e.g., natural or widespread disasters), could result in impacts outside of the ranges represented below. Additionally, commercial and commercial real estate loan settlements or sales proceeds can vary widely from appraised values due to a number of factors including, but not limited to, special use considerations, liquidity premiums and improvements/deterioration in other income sources.

Table 12: Accretable Difference Sensitivity – Total Purchased Impaired Loans

In billions	June 30, 2013	Declining Scenario (a)	Improving Scenario (b)
Expected Cash Flows	\$ 7.9	\$ (.3)	\$.4
Accretable Difference	2.2	(.1)	.2
Allowance for Loan and Lease Losses	(1.1)	(.3)	.2

(a) Declining Scenario – Reflects hypothetical changes that would decrease future cash flow expectations. For consumer loans we assume home price forecast decreases by ten percent and unemployment rate forecast increases by two percentage points; for commercial loans, we assume that collateral values decrease by ten percent.

(b) Improving Scenario – Reflects hypothetical changes that would increase future cash flow expectations. For consumer loans, we assume home price forecast increases by ten percent, unemployment rate forecast decreases by two percentage points and interest rate forecast increases by two percentage points; for commercial loans, we assume that collateral values increase by ten percent.

The impact of declining cash flows is primarily reflected as immediate impairment (allowance for loan losses). The impact of increased cash flows is first recognized as a reversal of the allowance with any additional cash flow increases reflected as an increase in accretable yield over the life of the loan.

NET UNFUNDED CREDIT COMMITMENTS

Net unfunded credit commitments are comprised of the following:

Table 13: Net Unfunded Credit Commitments

In millions	June 30 2013	December 31 2012
Commercial and commercial real estate (a)	\$ 82,790	\$ 78,703
Home equity lines of credit	19,325	19,814
Credit card	17,101	17,381
Other	4,926	4,694
Total	\$124,142	\$ 120,592

(a) Less than 5% of total net unfunded credit commitments relate to commercial real estate at each date.

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 \$23.5 billion at June 30, 2013 and \$22.5 billion at December 31, 2012.

Unfunded liquidity facility commitments and standby bond purchase agreements totaled \$701 million at June 30, 2013 and \$732 million at December 31, 2012 and are included in the preceding table primarily within the Commercial and 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 June 30, 2013 and \$11.5 billion at December 31, 2012. Standby letters of credit commit us to make payments on behalf of our customers if specified future events occur.

Information regarding our Allowance for unfunded loan commitments and letters of credit is included in Note 7 Allowance for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

INVESTMENT SECURITIES

Table 14: Investment Securities

In millions	June 30, 2013		December 31, 2012	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Total securities available for sale (a)	\$47,176	\$47,899	\$49,447	\$51,052
Total securities held to maturity	9,550	9,749	10,354	10,860
Total securities	\$56,726	\$57,648	\$59,801	\$61,912

(a) Includes \$297 million of both amortized cost and fair value of securities classified as corporate stocks and other at June 30, 2013. Comparably, at December 31, 2012, amortized cost and fair value of these corporate stocks and other was \$367 million. The remainder of securities available for sale are debt securities.

The carrying amount of investment securities totaled \$57.4 billion at June 30, 2013, which was made up of \$47.9 billion of securities available for sale carried at fair value and \$9.5 billion of securities held to maturity carried at amortized cost. Comparably, at December 31, 2012, the carrying value of investment securities totaled \$61.4 billion of which \$51.0 billion represented securities available for sale carried at fair value and \$10.4 billion of securities held to maturity carried at amortized cost.

The decrease in the carrying amount of investment securities of \$4.0 billion since December 31, 2012 resulted primarily from a decline in agency residential mortgage-backed securities due to principal payments partially offset by net purchase activity. Investment securities represented 19% of total assets at June 30, 2013 and 20% at December 31, 2012.

We evaluate our portfolio of investment securities in light of changing market conditions and other factors and, where appropriate, take steps to improve our overall positioning. We consider the portfolio to be well-diversified and of high quality. U.S. Treasury and government agencies, agency residential mortgage-backed and agency commercial mortgage-backed securities collectively represented 56% of the investment securities portfolio at June 30, 2013.

At June 30, 2013, the securities available for sale portfolio included a net unrealized gain of \$.7 billion, which

represented the difference between fair value and amortized cost. The comparable balance at December 31, 2012 was \$1.6 billion. The decrease in the net unrealized gain since December 31, 2012 resulted from an increase in market interest rates and widening asset spreads. 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. 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, on our Consolidated Balance Sheet.

Additional information regarding our investment securities is included in Note 8 Investment Securities and Note 9 Fair Value in our Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report.

Unrealized gains and losses on available for sale securities do not impact liquidity or risk-based capital under currently effective capital rules. 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 under currently effective capital rules. In addition, the amount representing the credit-related portion of other-than-temporary impairment (OTTI) on available for sale securities would reduce our earnings and regulatory capital ratios.

The weighted-average expected life of investment securities (excluding corporate stocks and other) was 4.5 years at June 30, 2013 and 4.0 years at December 31, 2012.

The duration of investment securities was 2.8 years at June 30, 2013. We estimate that, at June 30, 2013, the effective duration of investment securities was 2.9 years for an immediate 50 basis points parallel increase in interest rates and 2.6 years for an immediate 50 basis points parallel decrease in interest rates. Comparable amounts at December 31, 2012 were 2.3 years and 2.2 years, respectively.

Table of Contents

The following table provides details 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 15: Vintage, Current Credit Rating and FICO Score for Asset-Backed Securities

	Agency		Non-agency		Asset-Backed Securities (a)
	Residential Mortgage-Backed Securities	Commercial Mortgage-Backed Securities	Residential Mortgage-Backed Securities	Commercial Mortgage-Backed Securities	
As of June 30, 2013					
Dollars in millions					
Fair Value – Available for Sale	\$ 24,248	\$ 595	\$ 5,852	\$ 3,679	\$ 6,034
Fair Value – Held to Maturity	3,825	1,319		2,231	1,100
Total Fair Value	\$ 28,073	\$ 1,914	\$ 5,852	\$ 5,910	\$ 7,134
% of Fair Value:					
By Vintage					
2013	4%		1%	4%	
2012	18%	1%	1%	12%	
2011	25%	49%		6%	
2010	24%	11%	1%	5%	2%
2009	9%	19%		2%	1%
2008	2%	3%			1%
2007	5%	2%	25%	11%	2%
2006	1%	4%	20%	19%	6%
2005 and earlier	6%	11%	51%	41%	5%
Not Available	6%		1%		83%
Total	100%	100%	100%	100%	100%
By Credit Rating (at June 30, 2013)					
Agency	100%	100%			
AAA			3%	69%	66%
AA			1%	9%	25%
A			1%	10%	1%
BBB			4%	4%	
BB			11%	2%	
B			7%	1%	1%
Lower than B			71%		7%
No rating			2%	5%	
Total	100%	100%	100%	100%	100%
By FICO Score (at origination)					
>720			51%		
<720 and >660			36%		7%
<660					2%
No FICO score			13%		91%
Total			100%		100%

(a) Available for sale asset-backed securities include \$2 million of available for sale agency asset-backed securities.

We conduct a comprehensive security-level impairment assessment quarterly on all securities. For those securities in an unrealized loss position, we 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

Table of Contents

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 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, we recognize the credit portion of OTTI charges in current earnings and the noncredit portion of OTTI is included in Net unrealized gains (losses) on OTTI securities on our Consolidated Statement of Comprehensive Income and in Accumulated other comprehensive income (loss), net of tax, on our Consolidated Balance Sheet.

We recognized OTTI for the first six months of 2013 and 2012 as follows:

Table 16: Other-Than-Temporary Impairments

In millions	Three months ended June 30		Six months ended June 30	
	2013	2012	2013	2012
Credit portion of OTTI losses (a)				
Non-agency residential mortgage-backed	\$ 3	\$ 31	\$ 10	\$ 63
Asset-backed	1	3	4	8
Other debt				1
Total credit portion of OTTI losses	4	34	14	72
Noncredit portion of OTTI losses (recoveries) (b)	6	(2)	(3)	(24)
Total OTTI losses	\$ 10	\$ 32	\$ 11	\$ 48

(a) Reduction of Noninterest income on our Consolidated Income Statement.

(b) Included in Accumulated other comprehensive income (loss), net of tax, on our Consolidated Balance Sheet and in Net unrealized gains (losses) on OTTI securities on our Consolidated Statement of Comprehensive Income.

Table of Contents

The following table summarizes net unrealized gains and losses recorded on non-agency residential and commercial mortgage-backed securities and other asset-backed securities, which represent our most significant categories of securities not backed by the U.S. government or its agencies. A summary of all OTTI credit losses recognized for the first six months of 2013 by investment type is included in Note 8 Investment Securities in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

Table 17: Net Unrealized Gains and Losses on Non-Agency Securities

	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)
Available for Sale Securities (Non-Agency)						
Credit Rating Analysis						
AAA	\$ 159	\$ (8)	\$2,031	\$ 43	\$3,814	\$ 12
Other Investment Grade (AA, A, BBB)	334	25	1,170	64	1,609	13
Total Investment Grade	493	17	3,201	107	5,423	25
BB	671	(66)	139	5	4	
B	393	(13)	57	3	46	
Lower than B	4,181	92			534	(15)
Total Sub-Investment Grade	5,245	13	196	8	584	(15)
Total No Rating	114	6	282	4	25	(12)
Total	\$5,852	\$ 36	\$3,679	\$ 119	\$6,032	\$ (2)
OTTI Analysis						
Investment Grade:						
OTTI has been recognized						
No OTTI recognized to date	\$ 493	\$ 17	\$3,201	\$ 107	\$5,423	\$ 25
Total Investment Grade	493	17	3,201	107	5,423	25
Sub-Investment Grade:						
OTTI has been recognized	3,490	(82)			551	(15)
No OTTI recognized to date	1,755	95	196	8	33	
Total Sub-Investment Grade	5,245	13	196	8	584	(15)
No Rating:						
OTTI has been recognized	74	2			25	(12)
No OTTI recognized to date	40	4	282	4		
Total No Rating	114	6	282	4	25	(12)
Total	\$5,852	\$ 36	\$3,679	\$ 119	\$6,032	\$ (2)
Securities Held to Maturity (Non-Agency)						
Credit Rating Analysis						
AAA			\$2,015	\$ 30	\$ 857	\$ (1)
Other Investment Grade (AA, A, BBB)			216	8	233	1
Total Investment Grade			2,231	38	1,090	
BB					10	
B						
Lower than B						
Total Sub-Investment Grade					10	
Total No Rating						
Total			\$2,231	\$ 38	\$1,100	\$ —

(a) Excludes \$2 million of available for sale agency asset-backed securities.

Table of Contents

Residential Mortgage-Backed Securities

At June 30, 2013, our residential mortgage-backed securities portfolio was comprised of \$28.1 billion fair value of U.S. government agency-backed securities and \$5.9 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 six months of 2013, we recorded OTTI credit losses of \$10 million on non-agency residential mortgage-backed securities. All of the losses were associated with securities rated below investment grade. As of June 30, 2013, the net unrealized loss recorded in Accumulated other comprehensive income for non-agency residential mortgage-backed securities for which we have recorded an OTTI credit loss totaled \$80 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 June 30, 2013 totaled \$1.8 billion, with unrealized net gains of \$95 million. Based on the results of our security-level assessments, we anticipate recovering the cost basis of these securities.

Commercial Mortgage-Backed Securities

The fair value of the non-agency commercial mortgage-backed securities portfolio was \$5.9 billion at June 30, 2013 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 had a fair value of \$1.9 billion at June 30, 2013 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 six months of 2013.

Asset-Backed Securities

The fair value of the asset-backed securities portfolio was \$7.1 billion at June 30, 2013. The portfolio consisted of fixed-rate

and floating-rate securities collateralized by various consumer credit products, primarily student loans and residential mortgage loans, as well as securities backed by corporate debt. 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. Substantially all of the student loans in the securitizations are guaranteed by an agency of the U.S. government.

We recorded OTTI credit losses of \$4 million on asset-backed securities during the first six months of 2013. All of the securities are collateralized by first and second lien residential mortgage loans and are rated below investment grade. As of June 30, 2013, the net unrealized loss recorded in Accumulated other comprehensive income for asset-backed securities for which we have recorded an OTTI credit loss totaled \$27 million and the related securities had a fair value of \$576 million.

For the sub-investment grade investment securities for which we have not recorded an OTTI loss through June 30, 2013, the fair value was \$43 million, with no unrealized net losses recorded. Based on the results of our security-level assessments, we anticipate recovering the cost basis of these securities.

Note 8 Investment Securities in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report provides additional information on OTTI losses and further detail regarding our process for assessing OTTI.

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

LOANS HELD FOR SALE

Table 18: Loans Held For Sale

In millions	June 30 2013	December 31 2012
Commercial mortgages at fair value	\$ 635	\$ 772
Commercial mortgages at lower of cost or market	437	620
Total commercial mortgages	1,072	1,392
Residential mortgages at fair value	2,246	2,096
Residential mortgages at lower of cost or market	107	124
Total residential mortgages	2,353	2,220
Other	389	81
Total	\$3,814	\$ 3,693

Table of Contents

We stopped originating certain commercial mortgage loans held for sale designated at fair value and continue pursuing opportunities to reduce these positions at appropriate prices. At June 30, 2013, the balance relating to these loans was \$635 million, compared to \$772 million at December 31, 2012.

We sold \$1.4 billion of commercial mortgages held for sale carried at lower of cost or market during the first six months of 2013 compared to \$.9 billion during the first six months of 2012. All of these loan sales were to government agencies. Gains on sale, net of hedges, were \$43 million during the first six months of 2013, including \$20 million in the second quarter. Comparable amounts for 2012 were \$15 million and \$18 million, respectively.

Residential mortgage loan origination volume was \$8.9 billion in the first six months of 2013 compared to \$7.0 billion for the first six months of 2012. Substantially all such loans were originated under agency or Federal Housing Administration (FHA) standards. We sold \$8.0 billion of loans and recognized related gains of \$362 million during the first six months of 2013, of which \$190 million occurred in the second quarter. The comparable amounts for the first six months of 2012 were \$6.4 billion and \$318 million, respectively, including \$177 million in the second quarter.

Interest income on loans held for sale was \$85 million in the first six months of 2013, including \$32 million in the second quarter. Comparable amounts for 2012 were \$95 million and \$45 million, respectively. These amounts are included in Other interest income on our Consolidated Income Statement.

Additional information regarding our loan sale and servicing activities is included in Note 3 Loan Sales and Servicing Activities and Variable Interest Entities and Note 9 Fair Value in our Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report.

GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill and other intangible assets totaled \$11.2 billion at June 30, 2013 and \$10.9 billion at December 31, 2012. The increase of \$.3 billion was primarily due to mortgage and other loan servicing rights. See additional information regarding our goodwill and intangible assets in Note 10 Goodwill and Other Intangible Assets included in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

FUNDING AND CAPITAL SOURCES

Table 19: Details Of Funding Sources

In millions	June 30 2013	December 31 2012
Deposits		
Money market	\$103,480	\$ 102,706
Demand	72,080	73,995
Retail certificates of deposit	22,265	23,837
Savings	11,085	10,350
Time deposits in foreign offices and other time	3,369	2,254
Total deposits	212,279	213,142
Borrowed funds		
Federal funds purchased and repurchase agreements	4,303	3,327
Federal Home Loan Bank borrowings	8,481	9,437
Bank notes and senior debt	11,177	10,429
Subordinated debt	7,113	7,299
Commercial paper	6,400	8,453
Other	2,390	1,962
Total borrowed funds	39,864	40,907
Total funding sources	\$252,143	\$ 254,049

See the Liquidity Risk Management portion of the Risk Management section of this Financial Review and Note 20 Subsequent Events in the Notes To Consolidated Financial Statements of this Report for additional information regarding our 2013 capital and liquidity activities.

Total funding sources decreased \$1.9 billion at June 30, 2013 compared with December 31, 2012.

Total deposits decreased \$.9 billion at June 30, 2013 compared with December 31, 2012 due to decreases in demand deposits and retail certificates of deposit, partially offset by increases in time deposits in foreign offices and other time, money market and savings deposits. Interest-bearing deposits represented 69% of total deposits at June 30, 2013 compared to 67% at December 31, 2012. Total borrowed funds decreased \$1.0 billion since December 31, 2012 as a result of declines in commercial paper and FHLB borrowings, partially offset by higher federal funds purchased and repurchase agreements and bank notes and senior debt.

Table of Contents

CAPITAL

Table 20: Shareholders' Equity

In millions	June 30 2013	December 31 2012
Shareholders' equity		
Preferred stock (a)		
Common stock	\$ 2,693	\$ 2,690
Capital surplus – preferred stock	3,939	3,590
Capital surplus – common stock and other	12,234	12,193
Retained earnings	21,828	20,265
Accumulated other comprehensive income (loss)	45	834
Common stock held in treasury at cost	(453)	(569)
Total shareholders' equity	\$40,286	\$ 39,003

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

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

Total shareholders' equity increased \$1.3 billion, to \$40.3 billion at June 30, 2013, compared with December 31, 2012 primarily reflecting an increase in retained earnings of \$1.6 billion (driven by net income of \$2.1 billion and the impact of \$.6 billion of dividends declared) and an increase of \$.3

billion in capital surplus-preferred stock due to the net issuances of preferred stock. These increases were partially offset by the decline of accumulated other comprehensive income of \$.8 billion primarily due to the impact of an increase in market interest rates and widening asset spreads on securities available for sale and derivatives that are part of cash flow hedging strategies. Common shares outstanding were 531 million at June 30, 2013 and 528 million at December 31, 2012.

See the Liquidity Risk Management portion of the Risk Management section of this Financial Review for additional information regarding our April 2013 redemption of our Series L Preferred Stock and our May 2013 issuance of our Series R Preferred Stock.

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 and the potential impact on our credit ratings. We do not expect to repurchase any shares under this program in 2013. We did not include any such share repurchases in our 2013 capital plan submitted to the Federal Reserve, primarily as a result of PNC's 2012 acquisition of RBC Bank (USA) and expansion into Southeastern markets.

Table of Contents

Table 21: Basel I Risk-Based Capital

Dollars in millions	June 30 2013	December 31 2012
Capital components		
Shareholders' equity		
Common	\$ 36,347	\$ 35,413
Preferred	3,939	3,590
Trust preferred capital securities	216	331
Noncontrolling interests	985	1,354
Goodwill and other intangible assets	(9,727)	(9,798)
Eligible deferred income taxes on goodwill and other intangible assets	346	354
Pension and other postretirement benefit plan adjustments	743	777
Net unrealized securities (gains)/losses, after-tax	(502)	(1,052)
Net unrealized (gains)/losses on cash flow hedge derivatives, after-tax	(332)	(578)
Other	(207)	(165)
Tier 1 risk-based capital	31,808	30,226
Subordinated debt	5,081	4,735
Eligible allowance for credit losses	3,318	3,276
Total risk-based capital	\$ 40,207	\$ 38,237
Tier 1 common capital		
Tier 1 risk-based capital	\$ 31,808	\$ 30,226
Preferred equity	(3,939)	(3,590)
Trust preferred capital securities	(216)	(331)
Noncontrolling interests	(985)	(1,354)
Tier 1 common capital	\$ 26,668	\$ 24,951
Assets		
Risk-weighted assets, including off-balance sheet instruments and market risk equivalent assets	\$264,750	\$ 260,847
Adjusted average total assets	291,605	291,426
Basel I capital ratios		
Tier 1 common	10.1%	9.6%
Tier 1 risk-based	12.0	11.6
Total risk-based	15.2	14.7
Leverage	10.9	10.4

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% Basel I regulatory minimum, and they have required the largest U.S. bank holding companies, including PNC, to have a capital buffer sufficient to withstand losses and allow them to meet the 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. We seek to manage our capital consistent with these regulatory principles, and believe that our June 30, 2013 capital levels were aligned with them.

Dodd-Frank requires the Federal Reserve to establish capital requirements that would, among other things, eliminate the Tier 1 treatment of trust preferred securities for bank holding companies with \$15 billion or more in assets following a phase-in period that begins in 2014. Accordingly, PNC has redeemed trust preferred securities and will consider redeeming others on or after their first call date, based on such considerations as dividend rates, future capital requirements, capital market conditions and other factors. See Note 14 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in Item 8 of our 2012 Form 10-K and Note 11 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities and Note 20 Subsequent Events in the Notes To Consolidated Financial Statements in this Report for additional discussion of our trust preferred securities and completed or upcoming redemptions.

Table of Contents

Our Basel I Tier 1 common capital ratio was 10.1% at June 30, 2013, compared with 9.6% at December 31, 2012. Our Basel I Tier 1 risk-based capital ratio increased 40 basis points to 12.0% at June 30, 2013 from 11.6% at December 31, 2012. Our Basel I total risk-based capital ratio increased 50 basis points to 15.2% at June 30, 2013 from 14.7% at December 31, 2012. Basel I capital ratios increased in all comparisons primarily due to growth in retained earnings. The net issuance of preferred stock during the six months ended June 30, 2013 partially offset by the redemption of trust preferred securities favorably impacted the June 30, 2013 Basel I Tier 1 risk-based and Basel I total risk-based capital ratios. Basel I risk-weighted assets increased \$3.9 billion to \$264.8 billion at June 30, 2013.

At June 30, 2013, PNC and PNC Bank, National Association (PNC Bank, N.A.), our domestic bank subsidiary, were both considered “well capitalized” based on U.S. regulatory capital ratio requirements under Basel I. To qualify as “well-capitalized”, regulators currently require bank holding companies and banks to maintain Basel I 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, N.A. will continue to meet these requirements during the remainder of 2013.

PNC and PNC Bank, N.A. entered the “parallel run” qualification phase under the Basel II capital framework on January 1, 2013. The Basel II framework, which was adopted by the Basel Committee on Banking Supervision in 2004, seeks to provide more risk-sensitive regulatory capital calculations and promote enhanced risk management practices among large, internationally active banking organizations. The U.S. banking agencies initially adopted rules to implement the Basel II capital framework in 2004. In July 2013, the U.S. banking agencies adopted final rules (referred to as the advanced approaches) that modify the Basel II risk-weighting framework. See Recent Market and Industry Developments in the Executive Summary section of this Financial Review and Item 1 Business – Supervision and Regulation and Item 1A Risk Factors in our 2012 Form 10-K. Prior to fully implementing the advanced approaches established by these rules to calculate risk-weighted assets, PNC and PNC Bank, N.A. must successfully complete a “parallel run” qualification phase. This phase must last at least four consecutive quarters, although, consistent with the experience of other U.S. banks, we currently anticipate a multi-year parallel run period.

We provide information below regarding PNC’s pro forma fully phased-in Basel III Tier 1 common capital ratio using PNC’s estimated Basel III advanced approaches risk-weighted assets and how it differs from the Basel I Tier 1 common capital ratio. The Basel III ratio will replace the current Basel I ratio for this regulatory metric when PNC exits the parallel run qualification phase.

The Federal Reserve announced final rules implementing Basel III on July 2, 2013. PNC continues its evaluation of these rules. Pending completion of that evaluation, we have estimated our Basel III capital information set forth below based on our understanding of the prior U.S. Basel III rule proposals issued in 2012.

Table 22: Estimated Pro forma Basel III Tier 1 Common Capital Ratio

Dollars in millions	June 30 2013	December 31 2012
Basel I Tier 1 common capital	\$ 26,668	\$ 24,951
Less regulatory capital adjustments:		
Basel III quantitative limits	(2,224)	(2,330)
Accumulated other comprehensive income (a)	(241)	276
All other adjustments	(283)	(396)
Estimated Basel III Tier 1 common capital	\$ 23,920	\$ 22,501
Estimated Basel III risk-weighted assets	290,838	301,006
Pro forma Basel III Tier 1 common capital ratio	8.2%	7.5%

(a) Represents net adjustments related to accumulated other comprehensive income for available for sale securities and pension and other postretirement benefit plans.

Tier 1 common capital as defined under the Basel III rules differs materially from Basel I. For example, under Basel III, significant common stock investments in unconsolidated financial institutions, mortgage servicing rights and deferred tax assets must be deducted from capital to the extent they individually exceed 10%, or in the aggregate exceed 15%, of the institution’s adjusted Tier 1 common capital. Also, Basel I regulatory capital excludes certain other comprehensive income related to both available for sale securities and pension and other postretirement plans, whereas under Basel III these items are a component of PNC’s capital. Basel III risk-weighted assets were estimated under the advanced approaches included in the Basel III rules and application of Basel II.5, and reflect credit, market and operational risk.

PNC utilizes this capital ratio estimate to assess its Basel III capital position (without the benefit of phase-ins), including comparison to similar estimates made by other financial institutions. This Basel III capital estimate is likely to be impacted by PNC’s ongoing analysis of the recently issued Basel III final rules and the ongoing evolution, validation and regulatory approval of PNC’s models integral to the calculation of advanced approaches risk-weighted assets.

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

Table of Contents

We provide additional information regarding enhanced capital requirements and some of their potential impacts on PNC in Item 1A Risk Factors included in our 2012 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 2012 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 11 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in the Notes To Consolidated Financial Statements, and
- Note 18 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: (i) has the power to make decisions that most significantly affect the economic performance of the VIE and (ii) has the obligation to absorb losses or the right to receive benefits that in either case could potentially be significant to the VIE.

FAIR VALUE MEASUREMENTS

In addition to the following, see Note 9 Fair Value in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report and in our 2012 Form 10-K for further information regarding fair value.

The following table summarizes the assets and liabilities measured at fair value at June 30, 2013 and December 31, 2012, respectively, and the portions of such assets and liabilities that are classified within Level 3 of the valuation hierarchy.

Table 23: Fair Value Measurements – Summary

In millions	June 30, 2013		December 31, 2012	
	Total Fair Value	Level 3	Total Fair Value	Level 3
Total assets	\$64,026	\$10,812	\$68,352	\$10,988
Total assets at fair value as a percentage of consolidated assets	21%		22%	
Level 3 assets as a percentage of total assets at fair value		17%		16%
Level 3 assets as a percentage of consolidated assets		4%		4%
Total liabilities	\$ 6,457	\$ 578	\$ 7,356	\$ 376
Total liabilities at fair value as a percentage of consolidated liabilities	2%		3%	
Level 3 liabilities as a percentage of total liabilities at fair value		9%		5%
Level 3 liabilities as a percentage of consolidated liabilities		<1%		<1%

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 June 30, 2013 and December 31, 2012 is included in Note 3 of this Report.

TRUST PREFERRED SECURITIES AND REIT PREFERRED SECURITIES

We are subject to certain restrictions, including restrictions on dividend payments, in connection with \$265 million in principal amount of outstanding junior subordinated debentures associated with \$257 million of trust preferred securities that were issued by various subsidiary statutory trusts (both amounts as of June 30, 2013). 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 Agreement with PNC Preferred Funding Trust II, as described in Note 14 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in our 2012 Form 10-K. See the Liquidity Risk Management portion of the Risk Management section of this Financial Review for additional information regarding our first quarter 2013 redemption of the REIT Preferred Securities issued by PNC Preferred Funding Trust III and additional discussion of redemptions of trust preferred securities.

Table of Contents

The majority of assets recorded at fair value are included in the securities available for sale portfolio. The majority of Level 3 assets represent non-agency residential mortgage-backed and asset-backed securities in the securities available for sale 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. PNC's policy is to recognize transfers in and transfers out as of the end of the reporting period. During the first six months of 2013, there were transfers of residential mortgage loans held for sale and loans from Level 2 to Level 3 of \$6 million and \$11 million, respectively, as a result of reduced market activity in the

nonperforming residential mortgage sales market which reduced the observability of valuation inputs. Also during 2013, there were transfers out of Level 3 residential mortgage loans held for sale and loans of \$7 million and \$16 million, respectively, primarily due to the transfer of residential mortgage loans held for sale and loans to OREO. In addition, there was approximately \$46 million of Level 3 residential mortgage loans held for sale reclassified to Level 3 loans during the first six months of 2013 due to the loans being reclassified from held for sale loans to held in portfolio loans. This amount was included in Transfers out of Level 3 residential mortgage loans held for sale and Transfers into Level 3 loans within Table 90: Reconciliation of Level 3 Assets and Liabilities. In the comparable period of 2012, there were transfers of assets and liabilities from Level 2 to Level 3 of \$460 million consisting of mortgage-backed available for sale securities transferred as a result of a ratings downgrade which reduced the observability of valuation inputs.

EUROPEAN EXPOSURE

Table 24: Summary of European Exposure

June 30, 2013

June 30, 2013

In millions	Direct Exposure							Total Exposure
	Funded				Unfunded		Total Indirect Exposure	
	Loans	Leases	Securities	Total	Other (a)	Total Direct Exposure		
Greece, Ireland, Italy, Portugal and Spain (GIIPS)	\$ 84	\$124		\$ 208	\$ 3	\$ 211	\$ 36	\$ 247
Belgium and France		72		72	35	107	919	1,026
United Kingdom	747	71		818	332	1,150	612	1,762
Europe – Other (b)	107	532	\$ 324	963	49	1,012	703	1,715
Total Europe (c)	\$938	\$799	\$ 324	\$2,061	\$ 419	\$ 2,480	\$ 2,270	\$ 4,750

December 31, 2012

December 31, 2012

In millions	Direct Exposure							Total Exposure	
	Funded				Unfunded		Total Direct Exposure		Total Indirect Exposure
	Loans	Leases	Securities	Total	Other (a)				
Greece, Ireland, Italy, Portugal and Spain (GIIPS)	\$ 85	\$122		\$ 207	\$ 3	\$ 210	\$ 31	\$ 241	
Belgium and France		73	\$ 30	103	35	138	1,083	1,221	
United Kingdom	698	32		730	449	1,179	525	1,704	
Europe – Other (b)	113	529	168	810	63	873	838	1,711	
Total Europe (c)	\$896	\$756	\$ 198	\$1,850	\$ 550	\$ 2,400	\$ 2,477	\$ 4,877	

(a) Includes unfunded commitments, guarantees, standby letters of credit and sold protection credit derivatives.

(b) Europe – Other primarily consists of Denmark, Germany, Netherlands, Sweden and Switzerland. For the period ended June 30, 2013, Europe – Other also included Norway.

(c) Included within Europe – Other is funded direct exposure of \$68 million and \$168 million consisting of AAA-rated sovereign debt securities at June 30, 2013 and December 31, 2012, respectively. There was no other direct or indirect exposure to European sovereigns as of June 30, 2013 and December 31, 2012.

European entities are defined as supranational, sovereign, financial institutions and non-financial entities within the countries that comprise the European Union, European Union candidate countries and other European countries. Foreign exposure underwriting and approvals are centralized. PNC currently underwrites new European activities if the credit is generally associated with activities of its United States commercial customers, and, in the case of PNC Business Credit's United Kingdom operations, loans with moderate risk as they are predominantly well secured by short-term assets or, in limited situations, the borrower's appraised value of certain fixed assets. Formerly, PNC had underwritten foreign infrastructure leases supported by highly rated bank letters of credit and other collateral, U.S. Treasury securities and the underlying assets of the lease. Country exposures are monitored and reported on a regular basis. We actively monitor sovereign risk, banking system health, and market conditions and adjust limits as appropriate. We rely on information from internal and external sources, including international financial institutions, economists and analysts, industry trade organizations, rating agencies, econometric data analytical service providers and geopolitical news analysis services.

Table of Contents

Among the regions and nations that PNC monitors, we have identified seven countries for which we are more closely monitoring their economic and financial situation. The basis for the increased monitoring includes, but is not limited to, sovereign debt burden, near term financing risk, political instability, GDP trends, balance of payments, market confidence, banking system distress and/or holdings of stressed sovereign debt. The countries identified are: Greece, Ireland, Italy, Portugal, Spain (collectively “GIIPS”), Belgium and France.

Direct exposure primarily consists of loans, leases, securities, derivatives, letters of credit and unfunded contractual commitments with European entities. As of June 30, 2013, the \$2.1 billion of funded direct exposure (.68% of PNC’s total assets) primarily represented \$655 million for cross-border leases in support of national infrastructure, which were supported by letters of credit and other collateral having trigger mechanisms that require replacement or collateral in the form of cash or United States Treasury or government securities, \$598 million for United Kingdom foreign office loans and \$68 million of securities issued by AAA-rated sovereigns. The comparable level of direct exposure outstanding at December 31, 2012 was \$1.9 billion (.61% of PNC’s total assets), which primarily included \$645 million for cross-border leases in support of national infrastructure, \$600 million for United Kingdom foreign office loans and \$168 million of securities issued by AAA-rated sovereigns.

The \$419 million of unfunded direct exposure as of June 30, 2013 was largely comprised of \$332 million for unfunded contractual commitments primarily for United Kingdom local office commitments to PNC Business Credit corporate customers on a secured basis or activities supporting our domestic customers export activities through the confirmation of trade letters of credit. Comparably, the \$550 million of unfunded direct exposure as of December 31, 2012 was largely comprised of \$449 million for unfunded contractual commitments primarily for United Kingdom local office commitments to PNC Business Credit corporate customers on a secured basis or activities supporting our domestic customers export activities through the confirmation of trade letters of credit.

We also track European financial exposures where our clients, primarily U.S. entities, appoint PNC as a letter of credit

issuing bank and we elect to assume the joint probability of default risk. As of June 30, 2013 and December 31, 2012, PNC had \$2.3 billion and \$2.5 billion, respectively, of indirect exposure. For PNC to incur a loss in these indirect exposures, both the obligor and the financial counterparty participating bank would need to default. PNC assesses both the corporate customers and the participating banks for counterparty risk and where PNC has found that a participating bank exposes PNC to unacceptable risk, PNC will reject the participating bank as an acceptable counterparty and will ask the corporate customer to find an acceptable participating bank.

Direct and indirect exposure to entities in the GIIPS countries totaled \$247 million as of June 30, 2013, of which \$124 million was direct exposure for cross-border leases within Portugal, \$67 million represented direct exposure for loans outstanding within Ireland and \$36 million represented indirect exposure for letters of credit with strong underlying obligors, primarily U.S. entities, with participating banks in Ireland, Italy and Spain. The comparable amounts as of December 31, 2012 were total direct and indirect exposure of \$241 million, consisting of \$122 million of direct exposure for cross-border leases within Portugal, \$67 million represented direct exposure for loans outstanding within Ireland and \$31 million represented indirect exposure for letters of credit with strong underlying obligors, primarily U.S. entities, with participating banks in Ireland, Italy and Spain.

Direct and indirect exposure to entities in Belgium and France totaled \$1.0 billion as of June 30, 2013. Direct exposure of \$107 million primarily consisted of \$70 million for cross-border leases within Belgium and \$35 million for unfunded contractual commitments in France. Indirect exposure was \$919 million for letters of credit with strong underlying obligors, primarily U.S. entities, with creditworthy participant banks in France and Belgium. The comparable amounts as of December 31, 2012 were total direct and indirect exposure of \$1.2 billion of which there was \$138 million of direct exposure primarily consisting of \$69 million for cross-border leases within Belgium, \$35 million for unfunded contractual commitments in France and \$30 million of covered bonds issued by a financial institution in France. Indirect exposure at December 31, 2012 was \$1.1 billion for letters of credit with strong underlying obligors and creditworthy participant banks in France and Belgium.

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 19 Segment Reporting included in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report. Certain amounts included in this Financial Review differ from those amounts shown in Note 19 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 internal management reporting practices. 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 periodically refine our internal methodologies as management reporting practices are enhanced. To the extent practicable, retrospective application of new methodologies is made to prior period reportable business segment results and disclosures to create comparability to the current period presentation to reflect any such refinements.

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. Key reserve assumptions and estimation processes react to and are influenced by observed changes in loan portfolio performance experience, the financial strength of the borrower, and economic conditions. Key reserve assumptions are periodically updated. 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 section of this Financial Review 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, private equity investments, 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.

RETAIL BANKING

(Unaudited)

Table 25: Retail Banking Table

Six months ended June 30		
Dollars in millions, except as noted	2013	2012
Income Statement		
Net interest income	\$ 2,061	\$ 2,159
Noninterest income		
Service charges on deposits	270	258
Brokerage	110	94
Consumer services	445	404
Other	151	72
Total noninterest income	976	828
Total revenue	3,037	2,987
Provision for credit losses	310	300
Noninterest expense	2,287	2,240
Pretax earnings	440	447
Income taxes	162	164
Earnings	\$ 278	\$ 283
Average Balance Sheet		
Loans		
Consumer		
Home equity	\$ 29,063	\$ 27,499
Indirect auto	7,161	4,735
Indirect other	969	1,242
Education	8,101	9,270
Credit cards	4,085	4,001
Other	2,141	2,222
Total consumer	51,520	48,969
Commercial and commercial real estate	11,318	11,083
Floor plan	2,031	1,733
Residential mortgage	788	1,002
Total loans	65,657	62,787
Goodwill and other intangible assets	6,138	6,058
Other assets	2,522	2,575
Total assets	\$ 74,317	\$ 71,420
Deposits		
Noninterest-bearing demand	\$ 20,967	\$ 19,572
Interest-bearing demand	31,595	26,986
Money market	48,469	45,436
Total transaction deposits	101,031	91,994
Savings	10,768	9,489
Certificates of deposit	22,251	27,309
Total deposits	134,050	128,792
Other liabilities	308	410
Capital	8,967	8,391
Total liabilities and equity	\$143,325	\$137,593
Performance Ratios		
Return on average capital	6%	7%
Return on average assets	.75	.80
Noninterest income to total revenue	32	28
Efficiency	75	75
Other Information (a)		
Credit-related statistics:		
Commercial nonperforming assets	\$ 222	\$ 275
Consumer nonperforming assets	1,068	685
Total nonperforming assets (b)	\$ 1,290	\$ 960
Purchased impaired loans (c)	\$ 750	\$ 886
Commercial lending net charge-offs	\$ 59	\$ 66
Credit card lending net charge-offs	84	99
Consumer lending (excluding credit card) net charge-offs	259	213
Total net charge-offs	\$ 402	\$ 378
Commercial lending annualized net charge-off ratio	.89%	1.04%
Credit card lending annualized net charge-off ratio	4.15%	4.98%
Consumer lending (excluding credit card) annualized net charge-off ratio (h)	1.08%	.93%
Total annualized net charge-off ratio (h)	1.23%	1.21%

At June 30

Dollars in millions, except as noted

	2013	2012
Other Information (Continued) (a)		
Home equity portfolio credit statistics: (d)		
% of first lien positions at origination (e)	50%	39%
Weighted-average loan-to-value ratios (LTVs) (e) (f)	85%	78%
Weighted-average updated FICO scores (g)	745	742
Annualized net charge-off ratio (h)	1.39%	1.01%
Delinquency data: (i)		
Loans 30 – 59 days past due	.20%	.32%
Loans 60 – 89 days past due	.08%	.18%
Total accruing loans past due	.28%	.50%
Nonperforming loans	3.12%	1.98%
Other statistics:		
ATMs	7,335	7,206
Branches (j)	2,780	2,888
Full service brokerage offices	37	40
Brokerage account assets (billions)	\$ 39	\$ 36
Customer-related statistics: (in thousands)		
Retail Banking checking relationships	6,589	6,349
Retail online banking active customers	4,271	3,953
Retail online bill payment active customers	1,270	1,189

- (a) Presented as of June 30, except for net charge-offs and annualized net charge-off ratios, which are for the six months ended.
- (b) Includes nonperforming loans of \$1.2 billion at June 30, 2013 and \$0.9 billion at June 30, 2012.
- (c) Recorded investment of purchased impaired loans related to acquisitions.
- (d) Lien position, LTV and FICO statistics are based upon customer balances.
- (e) Lien position and LTV calculation at June 30, 2013 reflect the use of revised assumptions where data is missing.
- (f) LTV statistics are based upon current information.
- (g) Represents FICO scores that are updated at least quarterly.
- (h) Ratios for the six months ended June 30, 2013 include additional consumer charge-offs taken as a result of alignment with interagency guidance on practices for loans and lines of credit we implemented in the first quarter of 2013.
- (i) Data based upon recorded investment. Past due amounts exclude purchased impaired loans, even if contractually past due as we are currently accreting interest income over the expected life of the 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.
- (j) Excludes satellite offices (e.g., drive-ups, electronic branches and retirement centers) that provide limited products and/or services.

Retail Banking earned \$278 million in the first six months of 2013 compared with earnings of \$283 million for the same period a year ago. Earnings were essentially flat compared to a year ago as higher noninterest income was offset by lower net interest income and higher noninterest expense.

Retail Banking's core strategy is to efficiently grow customers by providing an experience that builds customer loyalty and expands loan, investment product, and money management share of wallet. Net checking relationships grew 114,000 in the first six months of 2013. The growth reflects strong results and gains in the majority of our markets, as well as strong customer retention in the overall network. As customer preferences for convenience evolve, we continue to provide more cost effective alternate servicing channels. Non-branch

Table of Contents

deposits via ATM and mobile channels increased from 14 percent a year ago to 23 percent of the total deposits in the first half of 2013. Active online banking customers and active online bill payment customers increased by 8% and 7%, respectively, from a year ago.

Retail Banking's footprint extends across 17 states and Washington, D.C., covering nearly half the U.S. population and serving 5.8 million consumers and 757 thousand small businesses with 2,780 branches and 7,335 ATMs. PNC consolidated 108 branches in the first six months of 2013 with plans to close an approximate total of 200 branches this year. We will continue to invest selectively in new branches and we opened seven branches in the first half of 2013.

Total revenue for the first six months of 2013 was \$3.0 billion, \$50 million higher than the same period of 2012. Net interest income of \$2.1 billion decreased \$98 million compared with the first six months of 2012. The decrease resulted from spread compression on both loans and deposits.

Noninterest income increased \$148 million compared to the first half of 2012. The increase was driven by the second quarter pretax gain of \$83 million on the sale of Visa Class B common shares and the impact of higher customer-initiated fee based transactions.

The provision for credit losses was \$310 million and net charge-offs were \$402 million in the first six months of 2013 compared with \$300 million and \$378 million, respectively, for the same period in 2012. The increase in net charge-offs year-over-year was due to the impact of alignment with regulatory guidance in the first quarter of 2013.

Noninterest expense increased \$47 million in the first six months of 2013 compared to the same period of 2012. The increase was primarily attributable to a greater number of months' operating expenses in 2013 associated with the RBC Bank (USA) acquisition, partially offset by lower additions to legal reserves.

Growing core checking deposits is key to Retail Banking's growth and to providing a source of low-cost funding to PNC. 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 six months of 2013, average total deposits of \$134.1 billion increased \$5.3 billion, or 4%, compared with the same period in 2012.

- Average transaction deposits grew \$9.0 billion, or 10% and average savings deposit balances grew \$1.3 billion or 13% year-over-year as a result of organic deposit growth, continued customer preference for liquidity and the RBC Bank (USA) acquisition. In the first six months of 2013, compared with the same period a year ago, average demand deposits increased \$6.0 billion, or 13%, to \$52.6 billion and average

money market deposits increased \$3.0 billion, or 7%, to \$48.5 billion.

- Total average certificates of deposit decreased \$5.1 billion or 19% compared to the same period in 2012. The decline in average certificates of deposit was due to the run-off of maturing accounts.

Retail Banking continues to focus on a relationship-based lending strategy that targets specific products and markets for growth, small business and auto dealerships. In the first six months of 2013, average total loans were \$65.7 billion, an increase of \$2.9 billion, or 5%, over the same period in 2012.

- Average indirect auto loans increased \$2.4 billion, or 51%, over the first six months of 2012. The increase was primarily 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 \$1.6 billion, or 6%, compared with the same period in 2012. The increase was driven by the RBC Bank (USA) acquisition. The remainder of the portfolio grew modestly as increases in term loans were offset by declines in lines of credit. Retail Banking's home equity loan portfolio is relationship based, with 97% of the portfolio attributable to borrowers in our primary geographic footprint.
- Average auto dealer floor plan loans grew \$298 million, or 17%, compared with the first six months of 2012, primarily resulting from dealer line utilization and additional dealer relationships.
- Average commercial and commercial real estate loans increased \$235 million, or 2%, compared with the same period in 2012. The increase was due to the acquisition of RBC Bank (USA). The remainder of the portfolio showed a decline as loan demand was outpaced by paydowns, refinancings, and charge-offs.
- Average credit card balances increased \$84 million, or 2%, compared with the same period of 2012 as a result of the portfolio purchase from RBC Bank (Georgia), National Association in March 2012.
- Average education loans for the first six months of 2013 declined \$1.2 billion or 13% compared with the same period in 2012. The decline was a result of run-off of the discontinued government guaranteed portfolio.
- Average indirect other and residential mortgages in this segment are primarily run-off portfolios and declined \$273 million and \$214 million, respectively, compared with the same period in 2012. The indirect other portfolio is comprised of marine, RV, and other indirect loan products.

Nonperforming assets totaled \$1.3 billion at June 30, 2013, a 34% increase from a year ago. The increase was in consumer assets and was due to the alignment with interagency guidance on practices for loans and lines of credit related to consumer loans that we implemented in the first quarter of 2013.

CORPORATE & INSTITUTIONAL BANKING

(Unaudited)

Table 26: Corporate & Institutional Banking Table

Six months ended June 30 Dollars in millions, except as noted	2013	2012
Income Statement		
Net interest income	\$ 1,899	\$ 2,023
Noninterest income		
Corporate service fees	543	448
Other	319	234
Noninterest income	862	682
Total revenue	2,761	2,705
Provision for credit losses (benefit)	(26)	52
Noninterest expense	979	959
Pretax earnings	1,808	1,694
Income taxes	655	622
Earnings	\$ 1,153	\$ 1,072
Average Balance Sheet		
Loans		
Commercial	\$ 53,696	\$46,004
Commercial real estate	16,939	15,158
Commercial – real estate related	6,902	5,258
Asset-based lending	11,397	9,510
Equipment lease financing	6,604	5,808
Total loans	95,538	81,738
Goodwill and other intangible assets	3,763	3,595
Loans held for sale	1,101	1,217
Other assets	11,539	11,316
Total assets	\$111,941	\$97,866
Deposits		
Noninterest-bearing demand	\$ 40,239	\$37,519
Money market	16,977	14,803
Other	6,947	5,653
Total deposits	64,163	57,975
Other liabilities	17,914	16,769
Capital	9,541	8,676
Total liabilities and equity	\$ 91,618	\$83,420
Performance Ratios		
Return on average capital	24%	25%
Return on average assets	2.08	2.20
Noninterest income to total revenue	31	25
Efficiency	35	35

Six months ended June 30 Dollars in millions, except as noted	2013	2012
Commercial Mortgage Servicing Portfolio (in billions)		
Beginning of period	\$ 282	\$ 267
Acquisitions/additions	39	17
Repayments/transfers	(27)	(20)
End of period	\$ 294	\$ 264
Other Information		
Consolidated revenue from: (a)		
Treasury Management (b)	\$ 642	\$ 697
Capital Markets (c)	\$ 327	\$ 307
Commercial mortgage loans held for sale (d)	\$ 69	\$ 47
Commercial mortgage loan servicing income, net of amortization (e)	106	83
Commercial mortgage servicing rights recovery/(impairment), net of economic hedge (f)	55	(1)
Total commercial mortgage banking activities	\$ 230	\$ 129
Total loans (g)	\$97,708	\$88,810
Net carrying amount of commercial mortgage servicing rights (g)	\$ 525	\$ 398
Credit-related statistics:		
Nonperforming assets (g) (h)	\$ 999	\$ 1,686
Purchased impaired loans (g) (i)	\$ 708	\$ 1,088
Net charge-offs	\$ 39	\$ 73

(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 Corporate & Institutional Banking Review.

(b) Includes amounts reported in net interest income and corporate service fees.

(c) Includes amounts reported in net interest income, corporate service fees and other noninterest income.

(d) 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.

(e) Includes net interest income and noninterest income from loan servicing and ancillary services, net of commercial mortgage servicing rights amortization and a direct write-down of commercial mortgage servicing rights of \$24 million recognized in the first quarter of 2012. Commercial mortgage servicing rights (impairment)/recovery, net of economic hedge is shown separately.

(f) Includes amounts reported in corporate services fees.

(g) As of June 30.

(h) Includes nonperforming loans of \$9 billion at June 30, 2013 and \$1.6 billion at June 30, 2012.

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

Table of Contents

Corporate & Institutional Banking earned \$1.2 billion in the first six months of 2013, an increase of \$81 million compared with the first six months of 2012. The increase in earnings was due to an increase in noninterest income and improved credit quality, partially offset by lower net interest income. We continued to focus on building client relationships, including increasing cross sales and adding new clients where the risk-return profile was attractive.

Results for the first six months of 2013 include the impact of the RBC Bank (USA) acquisition, which added approximately \$7.5 billion of loans and \$4.8 billion of deposits as of March 2, 2012.

Highlights of Corporate & Institutional Banking's performance include the following:

- Corporate & Institutional Banking continued to execute on strategic initiatives, including in the Southeast, by organically growing and deepening client relationships that meet our risk/return measures. Approximately 345 new primary Corporate Banking clients were added in the first six months of 2013.
- Loan commitments increased 10% to \$186 billion at June 30, 2013 compared to June 30, 2012, primarily due to growth in our Corporate Banking, Real Estate and Business Credit businesses.
- Period-end loan balances have increased for the eleventh consecutive quarter, including an increase of 3.0% at June 30, 2013 compared with March 31, 2013 and 10.0% compared with June 30, 2012.
- 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.
- Midland Loan Services was the number one servicer of Fannie Mae and Freddie Mac multifamily and healthcare loans and was the second leading servicer of commercial and multifamily loans by volume as of December 31, 2012 according to Mortgage Bankers Association. Midland is the only U.S. commercial mortgage servicer to receive the highest primary, master and special servicer ratings from Fitch Ratings, Standard & Poor's and Morningstar.
- Mergers and Acquisitions Journal named Harris Williams & Co. its 2012 Mid-Market Investment Bank of the Year. This is the second time in three years that Harris Williams & Co. has earned the title.

Net interest income was \$1.9 billion in the first six months of 2013, a decrease of \$124 million from the first six months of 2012, reflecting lower spreads on loans and deposits and lower purchase accounting accretion, partially offset by higher average loans and deposits.

Corporate service fees were \$543 million in the first six months of 2013, an increase of \$95 million from the first six

months of 2012, primarily due to higher commercial mortgage servicing revenue primarily driven by the impact of higher market interest rates on commercial mortgage servicing rights valuations, and higher treasury management fees, partially offset by lower merger and acquisition advisory fees. The major components of corporate service fees are treasury management revenue, corporate finance fees, including revenue from certain capital markets-related products and services, and commercial mortgage servicing revenue.

Other noninterest income was \$319 million in the first six months of 2013 compared with \$234 million in the first six months of 2012. The increase of \$85 million was driven by the impact of higher market interest rates on credit valuations related to customer-initiated hedging activities and an increase in commercial mortgage loans held for sale, which more than offset lower customer driven derivatives revenue.

The provision for credit losses was a benefit of \$26 million in the first six months of 2013 compared with a provision of \$52 million in the first six months of 2012, primarily due to positive credit migration. Overall credit quality remains strong. Net charge-offs were \$39 million in the first six months of 2013, which decreased \$34 million, or 47%, compared with the 2012 period primarily attributable to lower levels of commercial real estate and commercial charge-offs and an increase in commercial real estate recoveries.

Nonperforming assets declined for the thirteenth consecutive quarter, and at \$1.0 billion, represented a 41% decrease from June 30, 2012 as a result of improving credit quality.

Noninterest expense was \$979 million in the first six months of 2013, an increase of \$20 million or 2% from the comparable period of 2012, and included the impact of the RBC Bank (USA) acquisition and higher asset impairments.

Average loans were \$95.5 billion in the first six months of 2013 compared with \$81.7 billion in the first six months of 2012, an increase of 17%. This increase includes 16% organic growth, excluding the impact of the RBC Bank (USA) acquisition.

- 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 to large corporations. Average loans for this business increased \$7.4 billion, or 17%, in the first six months of 2013 compared with the first six months of 2012, primarily due to an increase in loan commitments from new customers. Organically, average loans for this business grew 15% in the comparison.
- 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 \$3.6 billion, or 20%, in the first

Table of Contents

six months of 2013 compared with the first six months of 2012 due to increased originations.

- PNC Business Credit is one of the top three asset-based lenders in the country, as of year-end 2012, with increasing market share according to the Commercial Finance Association. 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 20%, in the first six months of 2013 compared with the first six months of 2012 due to customers seeking stable lending sources, loan usage rates and market share expansion.
- PNC Equipment Finance is the 4th largest bank-affiliated leasing company with over \$11 billion in equipment finance assets.

Average deposits were \$64.2 billion in the first six months of 2013, an increase of \$6.2 billion, or 11%, compared with the first six months of 2012 due to deposits added in the RBC Bank (USA) acquisition and inflows into noninterest-bearing deposits.

The commercial mortgage servicing portfolio was \$294 billion at June 30, 2013 compared with \$264 billion at June 30, 2012 as servicing additions exceeded portfolio run-off.

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 of all our business segments. The revenue from these other services is included in net interest income, corporate service fees and other noninterest income. The majority of the revenue and expense related to these services 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 Table 26: Corporate & Institutional Banking Table in this Business Segments Review section includes the consolidated revenue to PNC for these services. A discussion of the consolidated revenue from these services follows.

Treasury management revenue, comprised of fees and net interest income from customer deposit balances, totaled \$642 million for the first six months of 2013 and \$697 million for the first six months of 2012. Lower spreads on deposits drove the decline in revenue in the first six months of 2013 compared to the first six months of 2012. Growth in deposit balances and core businesses such as commercial card, account services, wire and ACH was strong.

Capital markets revenue includes merger and acquisition advisory fees, loan syndications, derivatives, foreign exchange, fees on the asset-backed commercial paper conduit and fixed income activities. Revenue from capital markets-related products and services totaled \$327 million in the first six months of 2013 compared with \$307 million in the first six months of 2012. The increase in the comparison was driven by the impact of higher market interest rates on credit valuations related to customer-initiated hedging activities, mostly offset by lower merger and acquisition advisory fees and lower customer driven derivatives revenue.

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 net of economic hedge), 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 \$230 million in the first six months of 2013 compared with \$129 million in the first six months of 2012. The increase in the comparison was mainly due to higher net revenue from commercial mortgage servicing, primarily driven by the impact of higher market interest rates on commercial mortgage servicing rights valuations and higher loan originations. The first six months of 2012 included a direct write-down of commercial mortgage servicing rights of \$24 million.

ASSET MANAGEMENT GROUP

(Unaudited)

Table 27: Asset Management Group Table

Six months ended June 30		
Dollars in millions, except as noted	2013	2012
Income Statement		
Net interest income	\$ 143	\$ 150
Noninterest income	366	333
Total revenue	509	483
Provision for credit losses	6	9
Noninterest expense	378	357
Pretax earnings	125	117
Income taxes	46	43
Earnings	\$ 79	\$ 74
Average Balance Sheet		
Loans		
Consumer	\$4,870	\$4,252
Commercial and commercial real estate	1,040	1,112
Residential mortgage	772	692
Total loans	6,682	6,056
Goodwill and other intangible assets	302	339
Other assets	226	218
Total assets	\$7,210	\$6,613
Deposits		
Noninterest-bearing demand	\$1,290	\$1,468
Interest-bearing demand	3,545	2,656
Money market	3,781	3,593
Total transaction deposits	8,616	7,717
CDs/IRAs/savings deposits	448	519
Total deposits	9,064	8,236
Other liabilities	59	70
Capital	465	405
Total liabilities and equity	\$9,588	\$8,711
Performance Ratios		
Return on average capital	34%	37%
Return on average assets	2.21	2.25
Noninterest income to total revenue	72	69
Efficiency	74	74

Six months ended June 30
Dollars in millions, except as noted

	2013	2012
Other Information		
Total nonperforming assets (a) (b)	\$ 69	\$ 67
Purchased impaired loans (a) (c)	\$102	\$122
Total net charge-offs	\$ 5	\$ 5
Assets Under Administration (in billions) (a) (d)		
Personal	\$112	\$102
Institutional	121	112
Total	\$233	\$214
Asset Type		
Equity	\$130	\$116
Fixed Income	70	66
Liquidity/Other	33	32
Total	\$233	\$214
Discretionary assets under management		
Personal	\$ 78	\$ 71
Institutional	39	38
Total	\$117	\$109
Asset Type		
Equity	\$ 62	\$ 56
Fixed Income	39	38
Liquidity/Other	16	15
Total	\$117	\$109
Nondiscretionary assets under administration		
Personal	\$ 34	\$ 31
Institutional	82	74
Total	\$116	\$105
Asset Type		
Equity	\$ 68	\$ 60
Fixed Income	31	28
Liquidity/Other	17	17
Total	\$116	\$105

(a) As of June 30.

(b) Includes nonperforming loans of \$64 million at June 30, 2013 and \$63 million at June 30, 2012.

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

(d) Excludes brokerage account assets.

Table of Contents

Asset Management Group earned \$79 million through the first six months of 2013 compared with \$74 million in the same period of 2012. The increase in earnings was due to higher revenue of \$26 million partially offset by higher noninterest expense. Assets under administration were \$233 billion as of June 30, 2013 compared to \$214 billion as of June 30, 2012.

The core growth strategies for the business continue to include: investing in higher growth geographies, increasing internal referral sales and adding new front line sales staff. Through the first six months of 2013, the business delivered strong sales production and benefited from significant referrals from other PNC lines of business. Over time, 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 six months of 2013 include the following:

- Positive net flows of approximately \$2.1 billion in discretionary assets under management after adjustments to total net flows for cyclical client activities,
- New primary client acquisition increased 36% over the first six months of 2012,
- Strong sales production, up nearly 24% over the first six months of 2012,
- Significant referrals from other PNC lines of business, an increase of 51% over the first six months of 2012, and
- Continuing levels of new business investment and focused hiring to drive growth resulting in a 6% increase in personnel at June 30, 2013 versus June 30, 2012.

Assets under administration were \$233 billion at June 30, 2013, an increase of \$19 billion compared to June 30 of the

prior year. Discretionary assets under management were \$117 billion at June 30, 2013 compared with \$109 billion at June 30, 2012. The increase was driven by higher equity markets and positive net flows due to strong sales performance and successful client retention.

Total revenue for the first half of 2013 was \$509 million compared with \$483 million for the same period in 2012. Net interest income was \$143 million for the first six months of 2013 compared with \$150 million for the same period in 2012 due to narrower spreads partially offset by balance sheet growth. Noninterest income was \$366 million for the first six months of 2013, an increase of \$33 million, or 10%, from the prior year period due to stronger average equity markets and positive net flows.

Provision for credit losses was \$6 million for the first six months of 2013 compared to \$9 million for the same period of 2012. Noninterest expense was \$378 million in the first half of 2013, an increase of \$21 million, or 6%, from the prior year period. The increase was primarily attributable to compensation expense. Over the last 12 months, total full-time headcount has increased by approximately 195 positions, or 6%. Asset Management Group remains focused on disciplined expense management as it invests in these strategic growth opportunities.

Average deposits for the first half of 2013 increased \$828 million, or 10%, over the prior year period. Average transaction deposits grew 12% compared with the first half of 2012 and were partially offset by the run-off of maturing certificates of deposit. Average loan balances of \$6.7 billion increased \$.6 billion, or 10%, from the prior year period due to continued growth in the consumer loan portfolio, primarily home equity installment loans due to a favorable rate environment.

RESIDENTIAL MORTGAGE BANKING

(Unaudited)

Table 28: Residential Mortgage Banking Table

Six months ended June 30 Dollars in millions, except as noted	2013	2012
Income Statement		
Net interest income	\$ 99	\$ 104
Noninterest income		
Loan servicing revenue		
Servicing fees	78	108
Net MSR hedging gains	63	110
Loan sales revenue		
Provision for residential mortgage repurchase obligations	(77)	(470)
Loan sales revenue	362	318
Other	(6)	14
Total noninterest income	420	80
Total revenue	519	184
Provision for credit losses (benefit)	24	(9)
Noninterest expense	392	433
Pretax earnings	103	(240)
Income taxes (benefit)	38	(88)
Earnings (loss)	\$ 65	\$ (152)
Average Balance Sheet		
Portfolio loans	\$ 2,478	\$ 2,836
Loans held for sale	2,072	1,753
Mortgage servicing rights (MSR)	807	655
Other assets	5,247	6,501
Total assets	\$10,604	\$11,745
Deposits	\$ 3,183	\$ 1,723
Borrowings and other liabilities	3,351	4,209
Capital	1,622	995
Total liabilities and equity	\$ 8,156	\$ 6,927
Performance Ratios		
Return on average capital	8%	(31)%
Return on average assets	1.24	(2.60)
Noninterest income to total revenue	81	43
Efficiency	76	235

Six months ended June 30
Dollars in millions, except as noted

	2013	2012
Residential Mortgage Servicing Portfolio – Third-Party (in billions)		
Beginning of period	\$ 119	\$ 118
Acquisitions	6	7
Additions	8	6
Repayments/transfers	(17)	(15)
End of period	\$ 116	\$ 116
Servicing portfolio – third-party statistics: (a)		
Fixed rate	92%	91%
Adjustable rate/balloon	8%	9%
Weighted-average interest rate	4.72%	5.21%
MSR capitalized value (in billions)	\$ 1.0	\$.6
MSR capitalization value (in basis points)	84	50
Weighted-average servicing fee (in basis points)	28	29
Residential Mortgage Repurchase Reserve		
Beginning of period	\$ 614	\$ 83
Provision	77	470
RBC Bank (USA) acquisition		26
Losses – loan repurchases and settlements	(168)	(117)
End of Period	\$ 523	\$ 462
Other Information		
Loan origination volume (in billions)	\$ 8.9	\$ 7.0
Loan sale margin percentage	4.05%	4.54%
Percentage of originations represented by:		
Agency and government programs	100%	100%
Refinance volume	76%	77%
Total nonperforming assets (a) (b)	\$ 220	\$ 78
Purchased impaired loans (a) (c)	\$ 8	\$ 84

(a) As of June 30.

(b) Includes nonperforming loans of \$177 million at June 30, 2013 and \$37 million at June 30, 2012.

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

Table of Contents

Residential Mortgage Banking reported net income of \$65 million in the first six months of 2013 compared with a net loss of \$152 million in the first six months of 2012. Earnings increased from the prior year six month period primarily as a result of decreased provision for residential mortgage repurchase obligations.

The strategic focus of the business is the acquisition of new customers through a retail loan officer sales force with an emphasis on home purchase transactions. Two key aspects of this strategy are: (1) competing on the basis of superior service to new and existing customers in serving their home purchase and refinancing needs; and (2) operating strategic partnerships with reputable residential real estate franchises to acquire new customers. A key consideration in pursuing this approach is the cross-sell opportunity, especially in the bank footprint markets.

Residential Mortgage Banking overview:

- Total loan originations were \$8.9 billion for the first six months of 2013 compared with \$7.0 billion in the comparable period of 2012. Loans continue to be originated primarily through direct channels under Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC) and Federal Housing Administration (FHA)/Department of Veterans Affairs (VA) agency guidelines. Refinancings were 76% of originations for the first six months of 2013 and 77% in the first six months of 2012. During the first six months of 2013, 33% of loan originations were under the original or revised Home Affordable Refinance Program (HARP or HARP 2).
- 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 June 30, 2013, the

liability for estimated losses on repurchase and indemnification claims for the Residential Mortgage Banking business segment was \$523 million compared with \$462 million at June 30, 2012. See the Recourse And Repurchase Obligations section of this Financial Review and Note 18 Commitments and Guarantees in the Notes To Consolidated Financial Statements of this Report for additional information.

- PNC has and expects to experience elevated levels of residential mortgage loan repurchase demands reflecting a change in behavior and demand patterns of two government-sponsored enterprises, FNMA and FHLMC, primarily related to loans sold in 2008 and prior in agency securitizations.
- Residential mortgage loans serviced for others totaled \$116 billion at both June 30, 2013 and June 30, 2012 as payoffs continued to approximate new direct loan origination volume and acquisitions.
- Noninterest income was \$420 million in the first six months of 2013 compared with \$80 million in the first six months of 2012. The decreases in MSR hedging gains and servicing fees were more than offset by lower recourse provision in the 2013 period and increased loan sales revenue.
- Net interest income was \$99 million in the first six months of 2013 compared with \$104 million in the first six months of 2012.
- Noninterest expense was \$392 million in the first six months of 2013 compared with \$433 million in the first six months of 2012. Increased expense on higher loan origination volumes was more than offset by lower residential mortgage foreclosure-related expenses and legal expenses.
- The fair value of mortgage servicing rights was \$1.0 billion at June 30, 2013 compared with \$0.6 billion at June 30, 2012. The increase in fair value was primarily due to rising residential mortgage interest rates at June 30, 2013.

Table of Contents

BLACKROCK

(Unaudited)

Table 29: BlackRock Table

Information related to our equity investment in BlackRock follows:

Six months ended June 30		
Dollars in millions	2013	2012
Business segment earnings (a)	\$220	\$178
PNC's economic interest in BlackRock (b)	22%	22%

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

(b) At June 30.

In billions	June 30 2013	December 31 2012
Carrying value of PNC's investment in BlackRock (c)	\$ 5.8	\$ 5.6
Market value of PNC's investment in BlackRock (d)	9.2	7.4

(c) PNC accounts for its investment in BlackRock under the equity method of accounting, exclusive of a related deferred tax liability of \$1.9 billion at both June 30, 2013 and December 31, 2012. Our voting interest in BlackRock common stock was approximately 21% at June 30, 2013.

(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 long-term incentive plan (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 9 Fair Value in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report and in Note 9 in our 2012 Form 10-K.

On January 31, 2013, we transferred 205,350 shares of BlackRock Series C Preferred Stock to BlackRock to satisfy a portion of our LTIP obligation. The transfer reduced Other assets and Other liabilities on our Consolidated Balance Sheet by \$33 million. At June 30, 2013, we hold approximately 1.3 million shares of BlackRock Series C Preferred Stock which are available to fund our obligation in connection with the BlackRock LTIP programs.

Our 2012 Form 10-K includes additional information about our investment in BlackRock.

NON-STRATEGIC ASSETS PORTFOLIO

(Unaudited)

Table 30: Non-Strategic Assets Portfolio Table

Six months ended June 30		
Dollars in millions	2013	2012
Income Statement		
Net interest income	\$ 367	\$ 438
Noninterest income	27	(17)
Total revenue	394	421
Provision for credit losses	81	68
Noninterest expense	93	135
Pretax earnings	220	218
Income taxes	81	80
Earnings	\$ 139	\$ 138
Average Balance Sheet		
Commercial Lending:		
Commercial/Commercial real estate	\$ 487	\$ 1,006
Lease financing	691	672
Total commercial lending	1,178	1,678
Consumer Lending:		
Home equity	4,139	4,758
Residential real estate	5,823	6,291
Total consumer lending	9,962	11,049
Total portfolio loans	11,140	12,727
Other assets (a)	(629)	(320)
Total assets	\$10,511	\$12,407
Deposits and other liabilities	\$ 222	\$ 179
Capital	1,104	1,244
Total liabilities and equity	\$ 1,326	\$ 1,423
Performance Ratios		
Return on average capital	25%	22%
Return on average assets	2.67	2.24
Noninterest income to total revenue	7	(4)
Efficiency	24	32
Other Information		
Nonperforming assets (b)(c)	\$ 935	\$ 1,120
Purchased impaired loans (b)(d)	\$ 5,193	\$ 5,889
Net charge-offs (e)	\$ 140	\$ 174
Annualized net charge-off ratio (e)	2.53%	2.75%
Loans (b)		
Commercial Lending		
Commercial/Commercial real estate	\$ 388	\$ 945
Lease financing	696	677
Total commercial lending	1,084	1,622
Consumer Lending		
Home equity	4,029	4,575
Residential real estate	5,659	6,475
Total consumer lending	9,688	11,050
Total loans	\$10,772	\$12,672

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

(b) As of June 30.

(c) Includes nonperforming loans of \$.7 billion at June 30, 2013 and June 30, 2012

(d) Recorded investment of purchased impaired loans related to acquisitions. At June 30, 2013, this segment contained 77% of PNC's purchased impaired loans.

(e) For the six months ended June 30.

Table of Contents

This business segment consists primarily of non-strategic assets obtained through acquisitions of other companies. Non-Strategic Assets Portfolio had earnings of \$139 million in the first six months of 2013 compared with \$138 million in the first six months of 2012. Earnings were relatively flat year-over-year as higher noninterest income and lower noninterest expense were offset by lower net interest income and a higher provision for credit losses.

The first six months of 2013 included the impact of the March 2012 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.

Non-Strategic Assets Portfolio overview:

- Net interest income was \$367 million in the first six months of 2013 compared with \$438 million in the first six months of 2012. The decrease was driven by lower purchase accounting accretion as well as lower average loan balances.
- Noninterest income was \$27 million in the first six months of 2013 compared with a loss of \$17 million in the first six months of 2012. The increase was driven by lower provision for estimated losses on home equity repurchase obligations.
- The provision for credit losses was \$81 million in the first six months of 2013 compared with \$68 million in the first six months of 2012 driven by a decrease in expected cash flows on purchased impaired home equity loans.
- Noninterest expense in the first six months of 2013 was \$93 million compared with \$135 million in the first six months of 2012. The decrease was driven by lower commercial OREO write-downs.
- Average portfolio loans declined to \$11.1 billion in the first six months of 2013 compared with \$12.7 billion in the first six months of 2012. 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 March 2012 RBC Bank (USA) acquisition.
- Nonperforming loans were at \$.7 billion at June 30, 2013 and June 30, 2012. The consumer lending portfolio comprised 86% of the nonperforming loans in this segment at June 30, 2013. Nonperforming

consumer loans increased \$128 million from June 30, 2012, due to alignment with interagency guidance in the first quarter of 2013. The commercial lending portfolio comprised 14% of the nonperforming loans as of June 30, 2013. Nonperforming commercial loans decreased \$99 million from June 30, 2012.

- Net charge-offs were \$140 million in the first six months of 2013 and \$174 million in the first six months of 2012 primarily due to lower charge-offs on home equity loans.

The business activity of this segment is to manage the wind-down of the portfolio 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.

- The Commercial Lending portfolio declined 33% since June 30, 2012. Commercial and commercial real estate loans declined 59% to \$.4 billion while the lease financing portfolio remained relatively flat at \$.7 billion. The leases are long-term with relatively low credit risk.
- The Consumer Lending portfolio declined \$1.4 billion, or 12%, when compared to June 30 of last year. The portfolio's credit quality has stabilized through actions taken by management. We have implemented various refinance programs, line management programs and loss mitigation programs to mitigate risks within this portfolio while assisting borrowers to maintain home ownership when possible.
- When loans are sold, we may assume certain loan repurchase obligations to indemnify investors 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 June 30, 2013, the liability for estimated losses on repurchase and indemnification claims for the Non-Strategic Assets Portfolio was \$24 million compared to \$61 million at June 30, 2012. See the Recourse And Repurchase Obligations section of this Financial Review and Note 18 Commitments and Guarantees in the Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report for additional information.

CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

Note 1 Accounting Policies in Item 8 of our 2012 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 2012 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.

The following critical accounting estimate and judgment has been updated during the first six months of 2013.

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 loan and lease portfolio and on these

unfunded credit facilities as of the balance sheet date. Our determination of these allowances is based on periodic evaluations of the loan and lease portfolios and unfunded credit facilities and other relevant factors. These critical estimates include the use of significant amounts of PNC's own historical data and complex methods to interpret them. We have an ongoing process to evaluate and enhance the quality, quantity and timeliness of our data and interpretation methods used in the determination of these allowances. These evaluations are inherently subjective as they require 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,
- Movement through delinquency stages,
- Amounts and timing of expected future cash flows,
- Value of collateral, which may be obtained from third parties, and
- Qualitative factors, such as changes in current economic conditions, that may not be reflected in historical results.

In determining the appropriateness of the ALLL, we make specific allocations to impaired loans and allocations to portfolios of commercial and consumer loans. We also allocate reserves to provide coverage for probable losses incurred in the portfolio at the balance sheet date based upon current market conditions, which may not be reflected in historical loss data. Commercial lending is the largest category of credits and is sensitive to changes in assumptions and judgments underlying the determination of the ALLL. We have allocated approximately \$1.7 billion, or 44%, of the ALLL at June 30, 2013 to the commercial lending category. Consumer lending allocations are made based on historical loss experience adjusted for recent activity. Approximately \$2.1 billion, or 56%, of the ALLL at June 30, 2013 has been allocated to these consumer lending categories.

RECENTLY PROPOSED ACCOUNTING STANDARDS

In February 2013, the Financial Accounting Standards Board (FASB) issued Proposed Accounting Standards Update (ASU) *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*. This exposure draft would change the determination of the classification and measurement of financial instruments. Under the proposal, loans and securities would be classified and measured based on both the contractual cash flow characteristics of the assets and the business model for managing the assets. Financial assets would be included in one of three categories: (i) amortized cost, (ii) fair value through other comprehensive income, and (iii) fair value through net income, while financial liabilities would generally be measured at amortized cost. In April 2013, the FASB issued a related document which proposes amendments to the FASB Accounting Standards Codification as a result of the proposed classification and measurement

Table of Contents

model. The effective date of the proposals has not yet been determined. We are evaluating the impact of these proposals on our financial statements.

In April 2013, the FASB issued Proposed ASU, *Investments – Equity Method and Joint Ventures (Topic 323): Accounting for Investments in Qualified Affordable Housing Projects*. This exposure draft addresses the accounting for an investment in a Low Income Housing Tax Credit (LIHTC) partnership through a limited partnership investment. If certain criteria are met, the allocated tax credits, net of amortization of the investment, could be recognized in income taxes attributable to continuing operations under the effective yield method. The exposure draft also requires disclosure of information regarding the nature of LIHTC investments and whether they are accounted for under the effective yield or equity method. The effective date has not yet been determined. We are evaluating the impact of this proposal on our financial statements.

In May 2013, the FASB issued Proposed ASU, *Leases (Topic 842)*, a revision of the 2010 proposed FASB Accounting Standards Update, *Leases (Topic 840)*. The Proposed ASU would require lessees to recognize right of use assets and lease liabilities for most leases. Depending on the significance of the present value of minimum lease payments to the fair value of the underlying asset or its useful life to the lease term, leases are classified as “Type A” or “Type B” leases. As per the Proposed ASU, most leases of assets other than property (i.e. land and/or building or part of a building) would be classified as Type A leases, while most property leases would be classified as Type B leases. For Type A leases, lessees would generally recognize amortization of the right of use asset on a straight-line basis and interest expense on the lease liability under the effective interest method, whereas, for Type B leases, lessees would generally recognize the total lease expense on a straight-line basis. Lessors would account for a Type A lease similar to a finance lease and a Type B lease similar to an operating lease. The effective date has not been determined. We are evaluating the impact of the proposal on our financial statements.

In June 2013, the FASB issued Proposed ASU, *Insurance Contracts (Topic 834)*. This exposure draft would change the accounting and financial reporting for insurance and reinsurance contracts issued and reinsurance contracts held, regardless of the type of entity issuing or holding these contracts. Certain financial guarantee contracts would also meet the definition of an insurance contract. The exposure draft introduces a building-block approach (based on a discounted estimate of future cash flows under the contract and a margin to remove any gain at inception) to account for most life, annuity, and long-term health contracts and a

premium allocation approach (comprising a liability for the remaining coverage under the contract and a liability for incurred claims) for most property and casualty and short-term health contracts. The effective date has not yet been determined. We are evaluating the impact of the proposal on our financial statements.

In July 2013, the FASB issued Proposed ASU, *Receivables – Troubled Debt Restructurings by Creditors (Subtopic 310-40): Reclassification of Collateralized Mortgage Loans upon a Troubled Debt Restructuring*. This exposure draft would clarify that an in substance repossession or foreclosure occurs, and a creditor is considered to have received physical possession of residential real estate property collateralizing a consumer mortgage loan, upon (1) the creditor obtaining legal title to the residential real estate property or (2) completion of a deed in lieu of foreclosure or similar legal agreement under which the borrower conveys all interest in the residential real estate property to the creditor to satisfy that loan, even though the legal title may not yet have passed. The exposure draft would also require additional disclosures, including: (1) a rollforward schedule reconciling the change from the beginning to the ending balance of foreclosed properties at every reporting period and (2) the recorded investment in consumer mortgage loans secured by residential real estate properties that are in the process of foreclosure. The effective date has not yet been determined. We are evaluating the impact of the proposal on our financial statements.

In July 2013, the FASB issued Proposed ASU, *Consolidation (Topic 810): Measuring the Financial Liabilities of a Consolidated Collateralized Financing Entity*. This Proposed ASU would define “collateralized financing entity” and allow a reporting entity that consolidates a collateralized financing entity and recognizes the associated financial assets at fair value, to measure the financial liabilities based on the fair value of the financial assets. The reporting entity would allocate this value to individual liabilities on a reasonable and consistent basis. The Proposed ASU would allow for a modified retrospective transition approach which includes a cumulative-effect adjustment to equity as of the beginning of the period of adoption. Early adoption would be permitted. The effective date has not yet been determined. We are evaluating the impact of the proposal on our financial statements.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

For information on Recently Issued Accounting Pronouncements, see Note 1 Accounting Policies in the Notes To Consolidated Financial Statements included in Part I, Item I of this Report regarding the impact of the adoption of new accounting guidance issued by the FASB.

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 applied as a percentage of eligible compensation. We calculate the expense associated with the pension plan, and the assumptions and methods that we use include a policy of reflecting trust assets at their fair market value. On an annual basis, we review the actuarial assumptions related to the pension plan.

We currently estimate a pretax pension expense of \$74 million in 2013 compared with pretax expense of \$89 million in 2012. This year-over-year expected decrease reflects the impact of favorable returns on plan assets experienced in 2012, as well as the effects of the lower discount rate required to be used in 2013.

The following table reflects the estimated effects on pension expense of certain changes in annual assumptions, using 2013 estimated expense as a baseline.

Table 31: Pension Expense – Sensitivity Analysis

Change in Assumption (a)	Estimated Increase to 2013 Pension Expense (In millions)
.5% decrease in discount rate	\$ 21
.5% decrease in expected long-term return on assets	\$ 19
.5% increase in compensation rate	\$ 2

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

We provide additional information on our pension plan in Note 15 Employee Benefit Plans in our 2012 Form 10-K.

RECOURSE AND REPURCHASE OBLIGATIONS

As discussed in Note 3 Loan Sale and Servicing Activities and Variable Interest Entities in our 2012 Form 10-K, PNC has sold commercial mortgage, residential mortgage and home equity loans directly or indirectly through securitization and loan sale transactions in which we have continuing involvement. One form of continuing involvement includes certain recourse and loan repurchase obligations associated with the transferred assets.

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. For more information regarding our Commercial Mortgage Loan Recourse Obligations, see the Recourse and

Repurchase Obligations section of Note 18 Commitments and Guarantees included in the Notes To Consolidated Financial Statements in Part 1, Item 1 of this Report.

RESIDENTIAL MORTGAGE 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 loan sale transactions. As discussed in Note 3 in our 2012 Form 10-K, Agency securitizations consist of mortgage loan sale transactions with FNMA, FHLMC and the Government National Mortgage Association (GNMA), while Non-Agency securitizations consist of mortgage loan sale transactions with private investors. Mortgage loan sale transactions that are not part of a securitization may involve FNMA, FHLMC or 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.

Loan covenants and representations and warranties are established through loan sale agreements with various investors to provide assurance that PNC has sold loans that are 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.

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 that investor. 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

Table of Contents

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.

Indemnification and 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.

For the first and second-lien mortgage balances of unresolved and settled claims contained in the tables below, a significant amount of these claims were associated with sold loans originated through correspondent lender and broker origination channels. 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).

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 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. To estimate the mortgage repurchase liability arising from breaches of representations and warranties, we consider the following factors: (i) borrower performance in our historically sold portfolio (both actual and estimated future defaults), (ii) the level of outstanding unresolved repurchase claims, (iii) estimated probable future repurchase claims, considering information about file requests, delinquent and liquidated loans, resolved and unresolved mortgage insurance rescission notices and our historical experience with claim rescissions, (iv) the potential ability to cure the defects identified in the repurchase claims ("rescission rate") and (v) the estimated severity of loss upon repurchase of the loan or collateral, make-whole settlement or indemnification.

See Note 18 Commitments and Guarantees in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information.

The following tables present the unpaid principal balance of repurchase claims by vintage and total unresolved repurchase claims for the past five quarters.

Table 32: Analysis of Quarterly Residential Mortgage Repurchase Claims by Vintage

Dollars in millions	June 30 2013	March 31 2013	December 31 2012	September 30 2012	June 30 2012
2004 & Prior	\$ 51	\$ 12	\$ 11	\$ 15	\$ 31
2005	7	10	8	10	19
2006	19	28	23	30	56
2007	36	108	45	137	182
2008	9	15	7	23	49
2008 & Prior	122	173	94	215	337
2009 – 2013	14	50	38	52	42
Total	\$ 136	\$ 223	\$ 132	\$ 267	\$ 379
FNMA, FHLMC and GNMA %	92%	95%	94%	87%	86%

Table of Contents

Table 33: Analysis of Quarterly Residential Mortgage Unresolved Asserted Indemnification and Repurchase Claims

Dollars in millions	June 30 2013	March 31 2013	December 31 2012	September 30 2012	June 30 2012
FNMA, FHLMC and GNMA Securitizations	\$ 96	\$ 165	\$ 290	\$ 430	\$ 419
Private Investors (a)	37	45	47	82	83
Total unresolved claims	\$ 133	\$ 210	\$ 337	\$ 512	\$ 502
FNMA, FHLMC and GNMA %	72%	79%	86%	84%	83%

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

The table below details our indemnification and repurchase claim settlement activity during the first six months and the second quarter of 2013 and 2012.

Table 34: Analysis of Residential Mortgage Indemnification and Repurchase Claim Settlement Activity

Six months ended June 30 – In millions	2013			2012		
	Unpaid Principal Balance (a)	Losses Incurred (b)	Fair Value of Repurchased Loans (c)	Unpaid Principal Balance (a)	Losses Incurred (b)	Fair Value of Repurchased Loans (c)
Residential mortgages (d):						
FNMA, FHLMC, and GNMA securitizations	\$ 263	\$ 153	\$ 67	\$ 153	\$ 89	\$ 38
Private investors (e)	23	15	3	46	28	4
Total indemnification and repurchase settlements	\$ 286	\$ 168	\$ 70	\$ 199	\$ 117	\$ 42

Three months ended June 30 – In millions	2013			2012		
	Unpaid Principal Balance (a)	Losses Incurred (b)	Fair Value of Repurchased Loans (c)	Unpaid Principal Balance (a)	Losses Incurred (b)	Fair Value of Repurchased Loans (c)
Residential mortgages (d):						
FNMA, FHLMC, and GNMA securitizations	\$ 109	\$ 62	\$ 33	\$ 103	\$ 60	\$ 25
Private investors (e)	13	10	1	25	17	1
Total indemnification and repurchase settlements	\$ 122	\$ 72	\$ 34	\$ 128	\$ 77	\$ 26

- (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 loan sale transactions.

During 2012 and the first six months of 2013, unresolved and settled investor indemnification and repurchase claims were primarily related to one of the following alleged breaches in representations and warranties: (i) misrepresentation of income, assets or employment; (ii) property evaluation or status issues (e.g., appraisal, title, etc.); (iii) underwriting guideline violations; or (iv) mortgage insurance rescissions. During 2012, FNMA and FHLMC expanded their efforts to reduce their exposure to losses on purchased loans resulting in a dramatic increase in second and third quarter 2012 repurchase claims, primarily on the 2006-2008 vintages, but also on other vintages. Included in this higher volume were repurchase claims made on loans in later stages of default than had previously been observed. For example, in the second quarter of 2012, we experienced repurchase claims on loans which had defaulted more than two years prior to the claim date, which was inconsistent with historical activity. In

December 2012, PNC discussed with FNMA and FHLMC their intentions to further expand their purchased loan review activities in 2013 with a focus on 2004 and 2005 vintages, as well as certain loan modifications and aged default loans not previously reviewed. Based on those discussions, we expected an increase in repurchase claims in 2013 and increased the liability for estimated losses on indemnification and repurchase claims accordingly during the fourth quarter of 2012. Additional discussions with FNMA and FHLMC during the second quarter of 2013 resulted in further refinements to incremental file request expectations, primarily relating to older vintages. As a result, the liability for estimated losses on indemnification and repurchase claims was increased in June 2013 to reflect this expected additional claim activity, despite the fact that the volume of government-sponsored enterprise (GSE) claims in the second quarter of 2013 dropped compared to first quarter of 2013.

Table of Contents

In addition to the decline in repurchase claim activity in the second quarter of 2013, the level of unresolved claims for residential mortgages is also continuing to decline. This decline is due to an acceleration of settlement activity and a continued high level of claim rescissions.

At June 30, 2013 and December 31, 2012, the liability for estimated losses on indemnification and repurchase claims for residential mortgages totaled \$523 million and \$614 million, respectively. We believe our indemnification and repurchase liability appropriately reflects the estimated probable losses on indemnification and repurchase claims for all residential mortgage loans sold and outstanding as of June 30, 2013 and December 31, 2012. In making these estimates, we consider the losses that we expect to incur over the life of the sold loans. See Note 18 Commitments and Guarantees in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information.

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.

HOME EQUITY REPURCHASE OBLIGATIONS

PNC's repurchase obligations include obligations with respect to 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 of National City. 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 loans sold in these transactions. Repurchase activity associated with brokered home equity lines/loans is reported in the Non-Strategic Assets Portfolio segment. For more information regarding our Home Equity Repurchase Obligations, see the Recourse and Repurchase Obligations portion of the Risk Management section of the Financial Review under Item 7 of our 2012 Form 10-K.

The following table details the unpaid principal balance of our unresolved home equity indemnification and repurchase claims at June 30, 2013 and December 31, 2012.

Table 35: Analysis of Home Equity Unresolved Asserted Indemnification and Repurchase Claims

In millions	June 30 2013	Dec. 31 2012
Home equity loans/lines:		
Private investors (a)	\$ 18	\$ 74

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

The table below details our home equity indemnification and repurchase claim settlement activity during the first six months and the second quarter of 2013 and 2012.

Table 36: Analysis of Home Equity Indemnification and Repurchase Claim Settlement Activity

Six months ended June 30 – In millions	2013			2012		
	Unpaid Principal Balance (a)	Losses Incurred (b)	Fair Value of Repurchased Loans (c)(d)	Unpaid Principal Balance (a)	Losses Incurred (b)	Fair Value of Repurchased Loans (c)
Home equity loans/lines:						
Private investors – Repurchases (e)	\$ 4	\$ 32		\$ 16	\$ 13	\$ 3

Three months ended June 30 – In millions	2013			2012		
	Unpaid Principal Balance (a)	Losses Incurred (b)	Fair Value of Repurchased Loans (c)(d)	Unpaid Principal Balance (a)	Losses Incurred (b)	Fair Value of Repurchased Loans (c)
Home equity loans/lines:						
Private investors – Repurchases (e)	\$ 2	\$ 2		\$ 6	\$ 5	\$ 1

(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 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. Losses incurred in the first six months of 2013 also includes amounts for settlement payments.

(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) Activity was less than \$.5 million for both the six months and three months ended June 30, 2013.

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

During 2012 and the first six months of 2013, unresolved and settled investor indemnification and repurchase claims were primarily related to one of the following alleged breaches in representations and warranties: (i) misrepresentation of income, assets or employment, (ii) property evaluation or status issues (e.g., appraisal, title, etc.) or (iii) underwriting guideline violations. The lower balance of unresolved indemnification and repurchase claims at June 30, 2013 is attributed to settlement activity in 2013. The lower first six months of 2013 repurchase activity was affected by lower claim activity and lower inventory of claims.

Table of Contents

An indemnification and repurchase liability for estimated losses for which indemnification is expected to be provided or for loans that are expected to be repurchased was established at the acquisition of National City. Management's evaluation of these indemnification and repurchase liabilities is based upon trends in indemnification and repurchase claims, actual loss experience, risks in the underlying serviced loan portfolios, current economic conditions and the periodic negotiations that management may enter into with investors to settle existing and potential future claims.

At June 30, 2013 and December 31, 2012, the liability for estimated losses on indemnification and repurchase claims for home equity loans/lines was \$24 million and \$58 million, respectively. We believe our indemnification and repurchase liability appropriately reflects the estimated probable losses on indemnification and repurchase claims for all home equity loans/lines sold and outstanding as of June 30, 2013 and December 31, 2012. In making these estimates, we consider the losses that we expect to incur over the life of the sold loans. See Note 18 Commitments and Guarantees in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information.

Indemnification and repurchase liabilities, which are included in Other liabilities on the Consolidated Balance Sheet, are evaluated by management on a quarterly basis. Initial recognition and subsequent adjustments to the indemnification and repurchase liability for home equity loans/lines are recognized in Other noninterest income on the Consolidated Income Statement.

RISK MANAGEMENT

PNC encounters risk as part of the normal course of operating our business. Accordingly, we design risk management processes to help manage these risks.

The Risk Management section included in Item 7 of our 2012 Form 10-K describes our risk management philosophy, appetite, culture, governance, risk identification, controls and monitoring and reporting. Additionally, our 2012 Form 10-K provides an analysis of our key areas of risk: credit, operational, liquidity, market and model. The discussion of market risk is further subdivided into interest rate, trading and equity and other investment risk areas. Our use of financial derivatives as part of our overall asset and liability risk management process is also addressed within the Risk Management section of this Item 7.

The following information updates our 2012 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

Asset quality trends for the first six months of 2013 improved from both December 31, 2012 and June 30, 2012, including the impact of alignment with interagency supervisory guidance during the first quarter of 2013, and included the following:

- Nonperforming loans remained flat from December 31, 2012 at \$3.3 billion as of June 30, 2013 and included the impact from the alignment with interagency supervisory guidance for loans and lines of credit related to consumer loans of \$426 million that occurred in the first quarter of 2013. The increase in nonperforming loans from this alignment was substantially offset by a reduction in total commercial nonperforming loans, mainly related to commercial real estate, in addition to principal activity within consumer loans.
- Overall loan delinquencies decreased \$944 million, or 25%, from year-end 2012 levels. The reduction was partially due to a decline in total consumer loan delinquencies of \$395 million pursuant to alignment with interagency supervisory guidance in which loans were moved from various delinquency categories to either nonperforming or, in the case of loans accounted for under the fair value option, nonaccruing. In addition, government insured residential real estate accruing loans past due 90 days or more declined \$324 million, the majority of which were transferred to OREO. Finally, commercial real estate delinquencies decreased \$84 million due to improved performance.
- Second quarter 2013 net charge-offs were \$208 million, down 34% from second quarter 2012 net charge-offs of \$315 million primarily due to improving credit quality. Six months ending June 30, 2013 net charge-offs were \$664 million, up slightly from six months ending June 30, 2012 net charge-offs of \$648 million, due to the impact of alignment with interagency supervisory guidance in the first

quarter of 2013 as discussed above partially offset by improving credit quality in the second quarter of 2013.

- Provision for credit losses decreased to \$157 million in the second quarter of 2013 compared with \$256 million for the second quarter of 2012. Provision for credit losses for the six months ending June 30, 2013 declined to \$393 million compared with \$441 million for the six months ending June 30, 2012. The declines in the comparisons were driven primarily by overall commercial credit quality improvement.
- The level of ALLL decreased to \$3.8 billion at June 30, 2013 from \$4.0 billion at December 31, 2012 and \$4.2 billion at June 30, 2012.

NONPERFORMING ASSETS AND LOAN DELINQUENCIES

Nonperforming Assets, including OREO and Foreclosed Assets

Nonperforming assets include nonperforming loans and leases for which ultimate collectability of the full amount of contractual principal and interest is not probable and include troubled debt restructurings (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 nonperforming loans and nonaccrual policies is included in Note 1 Accounting Policies in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report. The major categories of nonperforming assets are presented in Table 37: Nonperforming Assets By Type.

Nonperforming assets stayed flat at \$3.8 billion between June 30, 2013 and December 31, 2012. Nonperforming loans increased \$67 million to \$3.3 billion while OREO and foreclosed assets decreased \$83 million to \$457 million. The ratio of nonperforming loans to total loans stayed constant at 1.75 % at June 30, 2013 compared to December 31, 2012. The ratio of nonperforming assets to total loans, OREO and foreclosed assets decreased to 1.99% at June 30, 2013 from 2.04% at December 31, 2012.

In the first quarter of 2013, we completed our alignment of certain nonaccrual and charge-off policies consistent with interagency supervisory guidance on practices for loans and lines of credit related to consumer lending. This alignment primarily related to (i) subordinate consumer loans (home

equity loans and lines and residential mortgages) where the first-lien loan was 90 days or more past due, (ii) government guaranteed loans where the guarantee may not result in collection of substantially all contractual principal and interest and (iii) loans with borrowers in bankruptcy. In the first quarter of 2013, nonperforming loans increased by \$426 million and net charge-offs increased by \$134 million as a result of completing the alignment of the aforementioned policies. Additionally, overall delinquencies decreased \$395 million due to loans now being reported as either nonperforming or, in the case of loans accounted for under the fair value option, nonaccruing or having been charged off. The impact of the alignment of the policies was considered in our reserving process in the determination of our ALLL at December 31, 2012. See Table 37: Nonperforming Assets By Type, Table 39: Change in Nonperforming Assets, Table 40: Accruing Loans Past Due 30 To 59 Days, Table 41: Accruing Loans Past Due 60 To 89 Days and Table 42: Accruing Loans Past Due 90 Days Or More for additional information.

At June 30, 2013, TDRs included in nonperforming loans were \$1.5 billion, or 46%, of total nonperforming loans compared to \$1.6 billion, or 49%, of nonperforming loans as of December 31, 2012. Within consumer nonperforming loans, residential real estate TDRs comprise 53% of total residential real estate nonperforming loans at June 30, 2013, down from 64% at December 31, 2012. Home equity TDRs comprise 59% of home equity nonperforming loans at June 30, 2013, down from 70% at December 31, 2012. The level of TDRs in these portfolios is expected to result in elevated nonperforming loan levels for longer periods because TDRs generally remain in nonperforming status until a borrower has made at least six consecutive months of payments under the modified terms or ultimate resolution occurs. Loans where borrowers have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligation to PNC are not returned to accrual status.

At June 30, 2013, our largest nonperforming asset was \$37 million in the Real Estate, Rental and Leasing Industry and our average nonperforming loans associated with commercial lending were under \$1 million. Nine of our ten largest outstanding nonperforming assets are from the commercial lending portfolio and represent 14% and 4% of total commercial lending nonperforming loans and total nonperforming assets, respectively, as of June 30, 2013.

Table of Contents

Table 37: Nonperforming Assets By Type

In millions	June 30 2013	December 31 2012
Nonperforming loans		
Commercial lending		
Commercial		
Retail/wholesale trade	\$ 63	\$ 61
Manufacturing	62	73
Service providers	110	124
Real estate related (a)	163	178
Financial services	14	9
Health care	24	25
Other industries	85	120
Total commercial	521	590
Commercial real estate		
Real estate projects (b)	516	654
Commercial mortgage	123	153
Total commercial real estate	639	807
Equipment lease financing	7	13
Total commercial lending	1,167	1,410
Consumer lending (c)		
Home equity (d)	1,131	951
Residential real estate		
Residential mortgage (d)	947	824
Residential construction	15	21
Credit card	4	5
Other consumer (d)	57	43
Total consumer lending	2,154	1,844
Total nonperforming loans (e)	3,321	3,254
OREO and foreclosed assets		
Other real estate owned (OREO) (f)	432	507
Foreclosed and other assets	25	33
Total OREO and foreclosed assets	457	540
Total nonperforming assets	\$3,778	\$ 3,794
Amount of commercial lending nonperforming loans contractually current as to remaining principal and interest	\$ 319	\$ 342
Percentage of total commercial lending nonperforming loans	27%	24%
Amount of TDRs included in nonperforming loans	\$1,531	\$ 1,589
Percentage of total nonperforming loans	46%	49%
Nonperforming loans to total loans	1.75%	1.75%
Nonperforming assets to total loans, OREO and foreclosed assets	1.99	2.04
Nonperforming assets to total assets	1.24	1.24
Allowance for loan and lease losses to total nonperforming loans (g)	114	124

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

(b) Includes both construction loans and intermediate financing for projects.

(c) 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.

(d) Pursuant to alignment with interagency supervisory guidance on practices for loans and lines of credit related to consumer lending in the first quarter of 2013, nonperforming home equity loans increased \$214 million, nonperforming residential mortgage loans increased \$187 million and nonperforming other consumer loans increased \$25 million. Charge-offs have been taken on these loans where the fair value less costs to sell the collateral was less than the recorded investment of the loan and were \$134 million.

(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) OREO excludes \$311 million and \$380 million at June 30, 2013 and December 31, 2012, respectively, related to residential real estate that was acquired by us upon foreclosure of serviced loans because they are insured by the FHA or guaranteed by the VA.

(g) The allowance for loan and lease losses includes impairment reserves attributable to purchased impaired loans. See Note 7 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 of Contents

Table 38 : OREO and Foreclosed Assets

In millions	June 30 2013	December 31 2012
Other real estate owned (OREO):		
Residential properties	\$ 149	\$ 167
Residential development properties	100	135
Commercial properties	183	205
Total OREO	432	507
Foreclosed and other assets	25	33
Total OREO and foreclosed assets	\$ 457	\$ 540

Total OREO and foreclosed assets decreased \$83 million during the first six months of 2013 from \$540 million at December 31, 2012, to \$457 million, or 12% of total nonperforming assets, at June 30, 2013. As of June 30, 2013 and December 31, 2012, 33% and 31%, respectively, of our OREO and foreclosed assets were comprised of 1-4 family residential properties. The lower level of OREO and foreclosed assets was driven mainly by continued strong sales activity offset slightly by an increase in foreclosures. Excluded from OREO at June 30, 2013 and December 31, 2012, respectively, was \$311 million and \$380 million of residential real estate that was acquired by us upon foreclosure of serviced loans because they are insured by the FHA or guaranteed by the VA.

Table 39: Change in Nonperforming Assets

In millions	2013	2012
January 1	\$3,794	\$4,156
New nonperforming assets (a)	1,805	1,983
Charge-offs and valuation adjustments (b)	(559)	(529)
Principal activity, including paydowns and payoffs	(586)	(842)
Asset sales and transfers to loans held for sale	(260)	(314)
Returned to performing status	(416)	(278)
June 30	\$3,778	\$4,176

(a) New nonperforming assets include \$560 million of loans added in the first quarter of 2013 due to the alignment with interagency supervisory guidance on practices for loans and lines of credit related to consumer lending.

(b) Charge-offs and valuation adjustments include \$134 million of charge-offs added in the first quarter of 2013 due to the alignment with interagency supervisory guidance discussed in footnote (a) above.

The table above presents nonperforming asset activity for the six months ended June 30, 2013 and 2012. For the six months ended June 30, 2013, nonperforming assets decreased \$16 million from \$3.8 billion at December 31, 2012, driven primarily by a decrease in commercial lending nonperforming loans and principal activity within consumer, partially offset by increases in consumer lending nonperforming loans due to alignment with interagency supervisory guidance in the first quarter of 2013. Approximately 86% of total nonperforming loans are secured by collateral which would be expected to reduce credit losses and require less reserve in the event of default, and 27% of commercial lending nonperforming loans

are contractually current as to both principal and interest obligations. As of June 30, 2013, commercial nonperforming loans are carried at approximately 61% of their unpaid principal balance, due to charge-offs recorded to date, before consideration of the ALLL. See Note 5 Asset Quality in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information on these loans.

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 and loans accounted for under the fair value option.

Total early stage loan delinquencies (accruing loans past due 30 to 89 days) decreased from \$1.4 billion at December 31, 2012, to \$1.0 billion at June 30, 2013. The reduction in consumer lending early stage delinquencies was mainly due to the alignment with interagency supervisory guidance in the first quarter of 2013 whereby such loans were classified as either nonperforming or, in the case of loans accounted for under the fair value option, nonaccruing. See Note 1 Accounting Policies in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information regarding our nonperforming loan and nonaccrual policies. Commercial lending early stage delinquencies decreased primarily due to improving credit quality.

Table of Contents

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, and/or are in the process of collection, or are managed in homogenous portfolios with specified charge-off timeframes adhering to regulatory guidelines. These loans decreased \$.6 billion, or 25%, from \$2.4 billion at December 31, 2012, to \$1.8 billion at June 30, 2013, mainly due to the alignment with interagency supervisory guidance in the first quarter of 2013 in which loans were moved to either nonperforming or, in the case of loans accounted for under the fair value option, nonaccruing. In addition, government insured residential real estate loans declined \$324 million, the majority of which were transferred to OREO. The following tables display the delinquency status of our loans at June 30, 2013 and December 31, 2012. Additional information regarding accruing loans past due is included in Note 5 Asset Quality in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

Table 40: Accruing Loans Past Due 30 To 59 Days (a)(b)

Dollars in millions	Amount		Percentage of Total Outstandings	
	June 30 2013	December 31 2012	June 30 2013	December 31 2012
Commercial	\$ 85	\$ 115	.10%	.14%
Commercial real estate	66	100	.35	.54
Equipment lease financing	2	17	.03	.23
Home equity	76	117	.21	.33
Residential real estate				
Non government insured	120	151	.81	.99
Government insured	110	127	.74	.83
Credit card	27	34	.65	.79
Other consumer				
Non government insured	52	65	.25	.30
Government insured	148	193	.70	.90
Total	\$ 686	\$ 919	.36	.49

(a) See note (a) at Table 42: Accruing Loans Past Due 90 Days Or More.

(b) See note (b) at Table 42: Accruing Loans Past Due 90 Days Or More.

Table 41: Accruing Loans Past Due 60 To 89 Days (a)(b)

Dollars in millions	Amount		Percentage of Total Outstandings	
	June 30 2013	December 31 2012	June 30 2013	December 31 2012
Commercial	\$ 53	\$ 55	.06%	.07%
Commercial real estate	22	57	.12	.31
Equipment lease financing	4	1	.05	.01
Home equity	29	58	.08	.16
Residential real estate				
Non government insured	29	49	.20	.32
Government insured	79	97	.53	.64
Credit card	19	23	.46	.53
Other consumer				
Non government insured	14	21	.07	.10
Government insured	100	110	.47	.51
Total	\$ 349	\$ 471	.18	.25

(a) See note (a) at Table 42: Accruing Loans Past Due 90 Days Or More.

(b) See note (b) at Table 42: Accruing Loans Past Due 90 Days Or More.

Table of Contents

Table 42: Accruing Loans Past Due 90 Days Or More (a)(b)

	Amount		Percentage of Total Outstandings	
	June 30 2013	December 31 2012	June 30 2013	December 31 2012
Dollars in millions				
Commercial	\$ 31	\$ 42	.04%	.05%
Commercial real estate		15		.08
Equipment lease financing		2		.03
Residential real estate				
Non government insured	50	46	.34	.30
Government insured	1,326	1,855	8.97	12.17
Credit card	33	36	.80	.84
Other consumer				
Non government insured	12	18	.06	.08
Government insured	310	337	1.46	1.57
Total	\$1,762	\$ 2,351	.93	1.26

(a) Amounts in table represent recorded investment.

(b) Pursuant to alignment with interagency supervisory guidance on practices for loans and lines of credit related to consumer lending in the first quarter of 2013, accruing consumer loans past due 30 – 59 days decreased \$44 million, accruing consumer loans past due 60 – 89 days decreased \$36 million and accruing consumer loans past due 90 days or more decreased \$315 million, of which \$295 million related to residential real estate government insured loans. As part of this alignment, these loans were moved into 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 \$.2 billion at both June 30, 2013 and December 31, 2012.

Home Equity Loan Portfolio

Our home equity loan portfolio totaled \$36.4 billion as of June 30, 2013, or 19% of the total loan portfolio. Of that total, \$22.5 billion, or 62%, was outstanding under primarily variable-rate home equity lines of credit and \$13.9 billion, or 38%, consisted of closed-end home equity installment loans. Approximately 3% of the home equity portfolio was on nonperforming status as of June 30, 2013.

As of June 30, 2013, we are in an originated first lien position for approximately 46% 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 lien residential real estate mortgages which resulted in a low percentage of home equity loans where we hold the first lien

mortgage position. The remaining 52% 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.

Lien position information is generally based upon original LTV at the time of origination. However, after 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 junior lien loans is less readily available in cases where PNC does not also hold the senior lien. Additionally, PNC is not typically notified when a junior lien position is added after origination of a PNC first lien. This updated information for both junior and senior liens must be obtained from external sources and therefore PNC has contracted with an industry leading third-party service provider to obtain updated loan, lien and collateral data that is aggregated from public and private sources. In the first quarter of 2013, PNC further refined our process to include additional validation efforts around the use of third-party data.

Table of Contents

We track borrower performance monthly, including obtaining original LTVs, updated FICO scores at least quarterly, updated LTVs semi-annually, and other credit metrics at least quarterly, including the historical performance of any mortgage loans regardless of lien position that we may or may not hold. This information is used for internal reporting and risk management. For internal reporting and risk management we also 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). As part of our overall risk analysis and monitoring, we segment the home equity portfolio based upon the delinquency, modification status and bankruptcy status of these loans, as well as the delinquency, modification status and bankruptcy 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 for non-impaired loans, 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. We also consider the incremental impact to ALLL when home equity lines of credit transition from interest only product to principal and interest product. 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 to 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. The risk associated with our home equity lines of credit end of period draw dates is considered in establishing our ALLL. Based upon outstanding balances at June 30, 2013, the following table presents the periods when home equity lines of credit draw periods are scheduled to end.

Table 43: Home Equity Lines of Credit – Draw Period End Dates

In millions	Interest Only Product	Principal and Interest Product
Remainder of 2013	\$ 1,191	\$ 132
2014	1,906	448
2015	1,878	620
2016	1,469	477
2017	2,832	659
2018 and thereafter	5,378	5,031
Total (a)	\$ 14,654	\$ 7,367

(a) Includes approximately \$218 million, \$199 million, \$203 million, \$57 million, \$65 million and \$597 million of home equity lines of credit with balloon payments with draw periods scheduled to end in the remainder of 2013, 2014, 2015, 2016, 2017 and 2018 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 June 30, 2013, 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 3.53% were 30-89 days past due and approximately 5.64% 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 in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information.

Table of Contents

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 in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

A temporary modification, with a term between 3 and 60 months, involves a change in original loan terms for a period of time and reverts to a calculated exit rate for the remaining term of the loan as of a specific date. 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 home equity lines of credit 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 loss of employment. The majority of these modifications involve periods of three to 24 months. 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.

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. Table 44: Consumer Real Estate Related Loan Modifications provides the number of accounts and unpaid principal balance of modified consumer real estate related loans and Table 45: Consumer Real Estate Related Loan Modifications Re-Default by Vintage provides 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 44: Consumer Real Estate Related Loan Modifications

	June 30, 2013		December 31, 2012	
	Number of Accounts	Unpaid Principal Balance	Number of Accounts	Unpaid Principal Balance
Dollars in millions				
Home equity				
Temporary Modifications	7,744	\$ 646	9,187	\$ 785
Permanent Modifications	9,716	730	7,457	535
Total home equity	17,460	1,376	16,644	1,320
Residential Mortgages				
Permanent Modifications	8,933	1,652	9,151	1,676
Non-Prime Mortgages				
Permanent Modifications	4,390	622	4,449	629
Residential Construction				
Permanent Modifications	2,053	630	1,735	609
Total Consumer Real Estate Related Loan Modifications	32,836	\$4,280	31,979	\$4,234

Table 45: Consumer Real Estate Related Loan Modifications Re-Default by Vintage (a) (b)

June 30, 2013 Dollars in thousands	Six Months		Nine Months		Twelve Months		Fifteen Months		Unpaid Principal Balance (c)
	Number of Accounts Re-defaulted	% of Vintage Re- defaulted	Number of Accounts Re- defaulted	% of Vintage Re- defaulted	Number of Accounts Re- defaulted	% of Vintage Re- defaulted	Number of Accounts Re- defaulted	% of Vintage Re- defaulted	
Permanent Modifications									
Home Equity									
Fourth Quarter 2012	38	3.0%							\$ 4,114
Third Quarter 2012	48	3.0	75	4.6%					7,293
Second Quarter 2012	35	2.0	59	3.3	73	4.1%			5,262
First Quarter 2012	24	2.2	42	3.8	47	4.2	52	4.7%	3,371
Fourth Quarter 2011	9	2.0	17	3.8	24	5.3	25	5.5	1,797
Residential Mortgages									
Fourth Quarter 2012	127	17.5							22,350
Third Quarter 2012	219	22.5	260	26.7					43,799
Second Quarter 2012	182	17.4	310	29.6	319	30.5			52,455
First Quarter 2012	166	16.3	218	21.4	293	28.7	319	31.2	51,617
Fourth Quarter 2011	183	20.3	245	27.2	275	30.5	346	38.4	51,456
Non-Prime Mortgages									
Fourth Quarter 2012	25	21.4							3,498
Third Quarter 2012	30	21.0	36	25.2					5,534
Second Quarter 2012	37	19.3	55	28.7	66	34.4			7,935
First Quarter 2012	41	18.9	52	24.0	69	31.8	71	32.7	9,912
Fourth Quarter 2011	36	14.0	56	21.7	78	30.2	90	34.9	11,642
Residential Construction									
Fourth Quarter 2012	3	1.7							418
Third Quarter 2012	3	1.3	1	0.4					405
Second Quarter 2012 (d)	—	—	1	0.8	2	1.7			170
First Quarter 2012	2	1.6	5	3.9	6	4.7	6	4.7	2,141
Fourth Quarter 2011	5	5.6	7	7.8	13	14.4	12	13.3	3,000
Temporary Modifications									
Home Equity									
Fourth Quarter 2012	6	5.7%							\$ 574
Third Quarter 2012	17	10.4	24	14.7%					1,745
Second Quarter 2012	29	10.1	35	12.2	46	16.0%			3,788
First Quarter 2012	32	7.0	43	9.5	57	12.5	62	13.6%	4,632
Fourth Quarter 2011	26	5.3	39	7.9	51	10.4	55	11.2	4,498

- (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 quarters ending December 31, 2011 through December 31, 2012 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. Accounts that are no longer 60 days or more delinquent, or were re-modified since prior period, are removed from re-default status in the period they are cured or re-modified.
- (b) Vintage refers to the quarter in which the modification occurred.
- (c) Reflects June 30, 2013 unpaid principal balances of the re-defaulted accounts for the Fourth Quarter 2012 Vintage at Six Months, for the Third Quarter 2012 Vintage at Nine Months, for the Second Quarter 2012 Vintage at Twelve Months, and for the First Quarter 2012 and prior Vintages at Fifteen Months.
- (d) There were no Residential Construction modified loans which became six months past due in the second quarter of 2012.

Table of Contents

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.

Payment plans may include extensions, re-ages and/or forbearance plans. All payment plans bring an account current once certain requirements are achieved and are primarily intended to demonstrate a borrower's renewed willingness and ability to re-pay. 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 establish an alternate payment, generally at an amount less than the contractual payment amount, for the borrower during this short time period. This allows a borrower to demonstrate successful payment performance before permanently restructuring the loan into a HAMP modification. Subsequent to successful borrower performance under the trial payment period, we will capitalize the original contractual amount past due and restructure the loan's contractual terms, along with bringing the restructured account to current. As the borrower is often already delinquent at the time of participation in the HAMP trial payment period, there is not a significant increase in the ALLL. If the trial payment period is unsuccessful, the loan will be evaluated for further action based upon our existing policies.

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 June 30, 2013 and December 31, 2012, 5,125 accounts with a balance of \$.8 billion and 4,188 accounts with a balance of \$.6 billion, respectively, of residential real estate loans had 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 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 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 commercial loans are usually already nonperforming prior to modification. We evaluate these modifications for TDR classification based upon whether we granted a concession to a borrower experiencing financial

difficulties. Additional detail on TDRs is discussed below as well as in Note 5 Asset Quality in the Notes To Consolidated Financial Statements in this Report.

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 June 30, 2013 and December 31, 2012, \$57 million and \$68 million, respectively, in loan balances were covered under these modification and payment plan programs. Of these loan balances, \$19 million and \$24 million have been determined to be TDRs as of June 30, 2013 and December 31, 2012.

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 result from borrowers that have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligations to PNC. Additionally, TDRs 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 six months ended June 30, 2013, \$1.7 billion of loans held for sale, loans accounted for under the fair value option and pooled purchased impaired loans, as well as certain consumer government insured or guaranteed loans, were excluded from the TDR population. The comparable amount for the six months ended June 30, 2012 was \$1.6 billion.

Table 46: Summary of Troubled Debt Restructurings

In millions	June 30 2013	December 31 2012
Consumer lending:		
Real estate-related	\$1,982	\$ 2,028
Credit card (a)	208	233
Other consumer	53	57
Total consumer lending	2,243	2,318
Total commercial lending	599	541
Total TDRs	\$2,842	\$ 2,859
Nonperforming	\$1,531	\$ 1,589
Accruing (b)	1,103	1,037
Credit card (a)	208	233
Total TDRs	\$2,842	\$ 2,859

(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. Loans where borrowers have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligation to PNC are not returned to accrual status.

Table of Contents

Total TDRs decreased \$17 million, or 1%, during the first six months of 2013. Nonperforming TDRs totaled \$1.5 billion, which represents approximately 46% of total nonperforming loans.

TDRs that have returned to performing (accruing) status are excluded from nonperforming loans. Generally, these loans have been returned to performing status as the borrowers are performing under the restructured terms for at least six consecutive months. These TDRs increased \$66 million, or 6%, during the first six months of 2013 to \$1.1 billion as of June 30, 2013. This increase reflects the further seasoning and performance of the TDRs. Loans where borrowers have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligation to PNC are not returned to accrual status. See Note 5 Asset Quality 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 \$664 million in net charge-offs for the first six months of 2013, compared to \$648 million in the first six months of 2012. Commercial lending net charge-offs decreased from \$189 million in the first six months of 2012 to \$151 million in the first six months of 2013. Consumer lending net charge-offs increased from \$459 million in the first six months of 2012 to \$513 million in the first six months of 2013.

Table 47: Loan Charge-Offs And Recoveries

Six months ended June 30 Dollars in millions	Charge-offs	Recoveries	Net Charge-offs / (Recoveries)	Percent of Average Loans (annualized)
2013				
Commercial	\$ 195	\$ 129	\$ 66	.16%
Commercial real estate	137	46	91	.97
Equipment lease financing	4	10	(6)	(.17)
Home equity	286	37	249	1.39
Residential real estate	122		122	1.64
Credit card	95	11	84	4.13
Other consumer	86	28	58	.55
Total	\$ 925	\$ 261	\$ 664	.71
2012				
Commercial	\$ 234	\$ 147	\$ 87	.24%
Commercial real estate	159	52	107	1.22
Equipment lease financing	10	15	(5)	(.16)
Home equity	252	30	222	1.28
Residential real estate	67		67	.87
Credit card	110	11	99	4.95
Other consumer	97	26	71	.73
Total	\$ 929	\$ 281	\$ 648	.76

For the first six months of 2013, loan charge-offs were \$925 million and annualized net charge-offs to average loans was 0.71%. Pursuant to alignment with interagency guidance on practices for loans and lines of credit related to consumer lending in the first quarter of 2013, additional charge-offs of \$134 million were taken.

In addition, 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 Part I, Item 1 of this Report for additional information on net charge-offs related to these loans.

We maintain an ALLL to absorb losses from the loan and lease portfolio and determine this allowance based on quarterly assessments of the estimated probable credit losses incurred in the loan and lease portfolio. We maintain the ALLL at a level that we believe to be appropriate to absorb estimated probable credit losses incurred in the loan and lease portfolio as of the balance sheet date. The reserve calculation and determination process is dependent on the use of key assumptions. Key reserve assumptions and estimation processes react to and are influenced by observed changes in loan and lease portfolio performance experience, the financial strength of the borrower, and economic conditions. Key reserve assumptions are periodically updated.

Table of Contents

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 PD and LGD credit risk ratings.

Our commercial pool reserve methodology is sensitive to changes in key risk parameters such as PD and LGD; the results of these parameters are then applied to the loan balance to determine the amount of the reserve. 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.

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. Additionally, guarantees on loans greater than \$1 million and owner guarantees for small business loans do not significantly impact our ALLL.

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 may 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,
- Model imprecision,
- Changes in lending policies and procedures,
- Timing of available information, including the performance of first lien positions, and
- Limitations of available historical data.

Purchased impaired loans are initially 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 June 30, 2013, we had established reserves of \$1.1 billion 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 in the Notes To Consolidated Financial Statements in this Report for additional 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. Other than the estimation of the probability of funding, this methodology is very similar to the one we use for determining our ALLL.

We refer you to Note 5 Asset Quality and Note 7 Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for further information on key asset quality indicators that we use to evaluate our portfolio and establish the allowances.

Table 48: Allowance for Loan and Lease Losses

Dollars in millions	2013	2012
January 1	\$4,036	\$4,347
Total net charge-offs	(664)	(648)
Provision for credit losses	393	441
Net change in allowance for unfunded loan commitments and letters of credit	8	16
Other	(1)	
June 30	\$3,772	\$4,156
Net charge-offs to average loans (for the six months ended) (annualized) (a)	.71%	.76%
Allowance for loan and lease losses to total loans	1.99	2.30
Commercial lending net charge-offs	\$ (151)	\$ (189)
Consumer lending net charge-offs	(513)	(459)
Total net charge-offs	\$ (664)	\$ (648)
Net charge-offs to average loans (for the six months ended) (annualized)		
Commercial lending	.27%	.39%
Consumer lending (a)	1.35	1.25

(a) Pursuant to alignment with interagency guidance on practices for loans and lines of credit related to consumer lending in the first quarter of 2013, additional charge-offs of \$134 million have been taken.

[Table of Contents](#)

As further described in the Consolidated Income Statement Review section of this Report, the provision for credit losses totaled \$393 million for the first six months of 2013 compared to \$441 million for the first six months of 2012. For the first six months of 2013, the provision for commercial lending credit losses decreased by \$60 million, or 68%, from the first six months of 2012. The provision for consumer lending credit losses increased \$12 million, or 3%, from the first six months of 2012.

At June 30, 2013, total ALLL to total nonperforming loans was 114%. The comparable amount for December 31, 2012 was 124%. These ratios are 71% and 79%, respectively, when excluding the \$1.4 billion and \$1.5 billion, respectively, of ALLL at June 30, 2013 and December 31, 2012 allocated to consumer loans and lines of credit not secured by residential real estate and purchased impaired loans. We have excluded consumer loans and lines of credit not secured by real estate as they are charged off after 120 to 180 days past due and not placed on nonperforming status. Additionally, we have excluded purchased impaired loans as they are considered performing regardless of their delinquency status as interest is accreted based on our estimate of expected cash flows and additional allowance is recorded when these cash flows are below recorded investment. See Table 37: Nonperforming Assets By Type within this Credit Risk Management section for additional information.

The ALLL balance increases or decreases across periods in relation to fluctuating risk factors, including asset quality trends, charge-offs and changes in aggregate portfolio balances. During the first six months of 2013, improving asset quality trends, including, but not limited to, delinquency status and improving economic conditions, realization of previously estimated losses through charge-offs, including the impact of alignment with interagency guidance and overall portfolio growth, combined to result in the ALLL balance declining \$2 billion, or 5% to \$3.8 billion as of June 30, 2013 compared to December 31, 2012.

See Note 7 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 in Part I, Item 1 of this Report regarding changes in the ALLL and in the allowance for unfunded loan commitments and letters of credit.

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 June 30, 2013, there were approximately \$13.5 billion of bank borrowings with contractual 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.

Table of Contents

On March 15, 2013 we redeemed \$375 million of REIT preferred securities issued by PNC Preferred Funding Trust III with a current distribution rate of 8.7%.

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 decreased to \$212.3 billion at June 30, 2013 from \$213.1 billion at December 31, 2012, primarily due to runoff of year-end seasonally higher transactions deposits. 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 June 30, 2013, our liquid assets consisted of short-term investments (Federal funds sold, resale agreements, trading securities and interest-earning deposits with banks) totaling \$7.5 billion and securities available for sale totaling \$47.9 billion. Of our total liquid assets of \$55.4 billion, we had \$23.1 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 balance sheet management activities.

In addition to the customer deposit base, which has historically provided the single largest source of relatively stable and low-cost funding, 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. is authorized by its board to offer up to \$20 billion in senior and subordinated unsecured debt obligations with maturities of more than nine months. Through June 30, 2013, PNC Bank, N.A. had issued \$15.0 billion of debt under this program including the following during 2013:

- \$750 million of fixed rate senior notes with a maturity date of January 28, 2016. Interest is payable semi-annually, at a fixed rate of .80%, on January 28 and July 28 of each year, beginning on July 28, 2013,
- \$250 million of floating rate senior notes with a maturity date of January 28, 2016. Interest is payable at the 3-month LIBOR rate, reset quarterly, plus a spread of .31%, on January 28, April 28, July 28, and October 28 of each year, beginning on April 28, 2013,
- \$750 million of subordinated notes with a maturity date of January 30, 2023. Interest is payable semi-annually, at a fixed rate of 2.950%, on January 30 and July 30 of each year, beginning on July 30, 2013,
- \$1.4 billion of senior extendible floating rate bank notes issued to an affiliate with an initial maturity date of April 14, 2014, subject to the holder's monthly option to extend, and a final maturity date of

January 14, 2015. Interest is payable at the 3-month LIBOR rate, reset quarterly, plus a spread of .225%, which spread is subject to four potential one basis point increases in the event of certain extensions of maturity by the holder. Interest is payable on March 14, June 14, September 14, and December 14 of each year, beginning on June 14, 2013,

- \$645 million of floating rate senior notes with a maturity date of April 29, 2016. Interest is payable at the 3-month LIBOR rate, reset quarterly, plus a spread of .32% on January 29, April 29, July 29 and October 29 of each year, beginning on July 29, 2013, and
- \$800 million of senior extendible floating rate bank notes with an initial maturity date of July 18, 2014, subject to the holder's monthly option to extend, and a final maturity date of June 18, 2015. Interest is payable at the 3-Month LIBOR rate, reset quarterly, plus a spread of .225%, which spread is subject to four potential one basis point increases in the event of certain extensions of maturity by the holder. Interest is payable on March 20, June 20, September 20 and December 20 of each year, beginning on September 20, 2013.

Total senior and subordinated debt of PNC Bank, N.A. increased to \$9.4 billion at June 30, 2013 from \$7.6 billion at December 31, 2012 primarily due to \$4.6 billion in new borrowing less \$2.6 billion in calls and maturities.

PNC Bank, N.A. is a member of the FHLB-Pittsburgh and as such has access to advances from FHLB-Pittsburgh secured generally by residential mortgage and other mortgage-related loans. At June 30, 2013, our unused secured borrowing capacity was \$17.2 billion with FHLB-Pittsburgh. Total FHLB borrowings decreased to \$8.5 billion at June 30, 2013 from \$9.4 billion at December 31, 2012 due to \$6 billion in calls and maturities and \$5 billion of new issuance.

PNC Bank, N.A. has the ability to offer up to \$10.0 billion of its commercial paper to provide additional liquidity. As of June 30, 2013, there was \$500 million outstanding under this program. Commercial paper on our Consolidated Balance Sheet also includes \$5.9 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 June 30, 2013, our unused secured borrowing capacity was \$27.3 billion with the Federal Reserve Bank.

Table of Contents

See Note 20 Subsequent Events in the Notes To Consolidated Financial Statements of this Report for information on the issuance of subordinated notes of \$750 million on July 25, 2013.

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 June 30, 2013, there were approximately \$1.4 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.

See Supervision and Regulation in Item 1 of this Report for information regarding the Federal Reserve's CCAR process, including its impact on our ability to take certain capital actions, including plans to pay or increase common stock dividends, reinstate or increase common stock repurchase programs, or redeem preferred stock or other regulatory capital instruments.

On March 14, 2013, we used \$1.4 billion of parent company cash to purchase senior extendible floating rate bank notes issued by PNC Bank, N.A.

On March 19, 2013, PNC announced the redemption completed on April 19, 2013 of depositary shares representing interests in PNC's 9.875% Fixed-To-Floating Rate Non-Cumulative Preferred Stock, Series L. Each depositary share represents a 1/4,000th interest in a share of the Series L Preferred Stock. All 6,000,000 depositary shares outstanding were redeemed, as well as all 1,500 shares of Series L Preferred Stock underlying such depositary shares, resulting in a net outflow of \$150 million.

On March 22, 2013, we called for the redemption completed on April 23, 2013 of \$15 million of trust preferred securities issued by Yardville Capital Trust VI.

On April 8, 2013 we called for redemption completed on May 23, 2013 of the \$30 million of trust preferred securities issued by Fidelity Capital Trust III.

On May 1, 2013 we called for redemption completed on June 17, 2013 of the following trust preferred securities:

- \$15 million issued by Sterling Financial Statutory Trust III,
- \$15 million issued by Sterling Financial Statutory Trust IV,
- \$20 million issued by Sterling Financial Statutory Trust V,

- \$30 million issued by MAF Bancorp Capital Trust I, and
- \$8 million issued by James Monroe Statutory Trust III.

See Note 20 Subsequent Events in the Notes To Consolidated Financial Statements of this Report for information on the redemption of \$22 million on July 23, 2013 and a planned redemption of \$35 million on September 16, 2013 of trust preferred securities.

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.

There are statutory and regulatory limitations on the ability of national banks to pay dividends or make other capital distributions or to extend credit to the parent company or its non-bank subsidiaries. The amount available for dividend payments by PNC Bank, N.A. to the parent company without prior regulatory approval was approximately \$1.1 billion at June 30, 2013. See Note 22 Regulatory Matters in the Notes To Consolidated Financial Statements in Item 8 of our 2012 Form 10-K for a further discussion of these limitations. 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 14 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in the Notes To Consolidated Financial Statements in Item 8 of our 2012 Form 10-K.

In addition to dividends from PNC Bank, N.A., other sources of parent company liquidity include cash and investments, as well as dividends and loan repayments from other subsidiaries and dividends or distributions from equity investments. As of June 30, 2013, the parent company had approximately \$4.5 billion in funds available from its cash and 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 instruments, in public or private markets and commercial paper. We have an effective shelf registration statement pursuant to which we can issue additional debt, equity and other capital instruments. Total senior and subordinated debt and hybrid capital instruments decreased to \$10.8 billion at June 30, 2013 from \$11.5 billion at December 31, 2012.

The parent company, through its subsidiary PNC Funding Corp, has the ability to offer up to \$3.0 billion of commercial

Table of Contents

paper to provide additional liquidity. As of June 30, 2013, there were no issuances outstanding under this program.

Note 19 Equity in Item 8 of our 2012 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 U.S. Treasury in a secondary public offering in May 2010 after the U.S. Treasury exchanged its TARP Warrant. These warrants will expire December 31, 2018.

On May 7, 2013, we issued 500,000 depositary shares, each representing a 1/100th interest in a share of our Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series R, in an underwritten public offering resulting in gross proceeds of \$500 million to us before commissions and expenses. We issued 5,000 shares of Series R Preferred Stock to the depositary in this transaction. Non-cumulative cash dividends are payable when, as, and if declared by our board of directors, or an authorized committee of our board, semi-annually on June 1 and December 1 of each year, beginning on December 1, 2013 and ending on June 1, 2023, at a rate of 4.850%. From and including June 1, 2023, such dividends will be payable quarterly on March 1, June 1, September 1 and December 1 of each year beginning on September 1, 2023 at a rate of three-month LIBOR plus 3.04% per annum. The Series R Preferred Stock is redeemable at our option on or

after June 1, 2023 and at our option within 90 days of a regulatory capital treatment event as defined in the designations.

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 49: Credit Ratings as of June 30, 2013 for PNC and PNC Bank, N.A.

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

Table of Contents

Commitments

The following tables set forth contractual obligations and various other commitments as of June 30, 2013 representing required and potential cash outflows.

Table 50: Contractual Obligations

June 30, 2013 – in millions	Total	Payment Due By Period			
		Less than one year	One to three years	Four to five years	After five years
Remaining contractual maturities of time deposits (a)	\$25,634	\$ 17,824	\$ 4,328	\$ 1,072	\$ 2,410
Borrowed funds (a) (b)	39,864	20,308	6,388	5,440	7,728
Minimum annual rentals on noncancellable leases	2,735	392	652	476	1,215
Nonqualified pension and postretirement benefits	584	96	120	113	255
Purchase obligations (c)	765	454	237	48	26
Total contractual cash obligations	\$69,582	\$ 39,074	\$ 11,725	\$ 7,149	\$11,634

(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.

We had unrecognized tax benefits of \$109 million at June 30, 2013. 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 16 Income Taxes in the Notes To Consolidated Financial Statements of this Report for additional information.

Our contractual obligations totaled \$71.1 billion at December 31, 2012. The decrease in the comparison is primarily attributable to the decrease in borrowed funds and time deposits. See Funding and Capital Sources in the Consolidated Balance Sheet Review section of this Financial Review for additional information regarding our funding sources.

Table 51: Other Commitments (a)

June 30, 2013 – in millions	Total Amounts Committed	Amount Of Commitment Expiration By Period			
		Less than one year	One to three years	Four to five years	After five years
Net unfunded credit commitments	\$124,142	\$ 51,305	\$ 40,591	\$ 31,707	\$ 539
Net outstanding standby letters of credit (b)	10,917	5,066	4,566	1,274	11
Reinsurance agreements (c)	5,731	2,954	43	31	2,703
Other commitments (d)	909	647	226	34	2
Total commitments	\$141,699	\$ 59,972	\$ 45,426	\$ 33,046	\$ 3,255

(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 \$6.8 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 \$171 million that are not on our Consolidated Balance Sheet.

Also includes commitments related to tax credit investments of \$674 million and other direct equity investments of \$64 million that are included in Other liabilities on our Consolidated Balance Sheet.

Our total commitments totaled \$138.8 billion at December 31, 2012. The increase in the comparison is primarily due to an increase in commercial and commercial real estate net unfunded credit commitments.

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
- Fixed income securities, derivatives and foreign exchange activities, 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 prescribed in our risk management policies, which are approved by management's Asset and Liability Committee and the Risk Committee of the Board.

Sensitivity results and market interest rate benchmarks for the second quarters of 2013 and 2012 follow:

Table 52: Interest Sensitivity Analysis

	Second Quarter 2013	Second Quarter 2012
Net Interest Income Sensitivity Simulation		
Effect on net interest income in first year from gradual interest rate change over following 12 months of:		
100 basis point increase	1.7%	2.5%
100 basis point decrease (a)	(1.0)%	(1.9)%
Effect on net interest income in second year from gradual interest rate change over the preceding 12 months of:		
100 basis point increase	6.0%	7.9%
100 basis point decrease (a)	(4.5)%	(5.1)%
Duration of Equity Model (a)		
Base case duration of equity (in years):	(2.4)	(8.2)
Key Period-End Interest Rates		
One-month LIBOR	.19%	.25%
Three-year swap	.82%	.62%

(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 (Second Quarter 2013) 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 53: Net Interest Income Sensitivity to Alternative Rate Scenarios (Second Quarter 2013)

	PNC Economist	Market Forward	Slope Flattening
First year sensitivity	(.43)%	.99%	(.74)%
Second year sensitivity	(.17)%	4.09%	(3.21)%

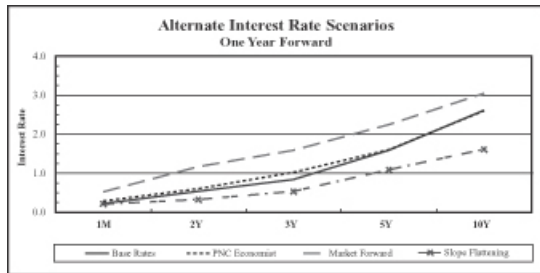
Table of Contents

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 LIBOR/Swap yield curves for the base rate scenario and each of the alternate scenarios one year forward.

Table 54: Alternate Interest Rate Scenarios: One Year Forward



The second quarter 2013 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. VaR is used to estimate the probability of portfolio losses based on the statistical analysis of historical market risk factors. A diversified VaR reflects empirical correlations across different asset classes.

During the first six months of 2013, our 95% VaR ranged between \$1.9 million and \$5.5 million, averaging \$4.1 million. During the first six months of 2012, our 95% VaR ranged between \$2.5 million and \$5.3 million, averaging \$3.9 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. This assumes that market exposures remain constant throughout the day and that recent historical market variability is a good predictor of future variability. Our actual trading-related activity includes customer revenue and intraday hedging which helps to reduce trading losses, and may reduce the number of instances of actual losses exceeding the prior day VaR measure. There were no such instances during the first six months of 2013 under our diversified VaR measure. In comparison, there was two such instance during the first six months of 2012. We use a 500 day look back period for backtesting and include customer related revenue.

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

Table 55: Enterprise-Wide Trading-Related Gains/Losses Versus Value-at-Risk

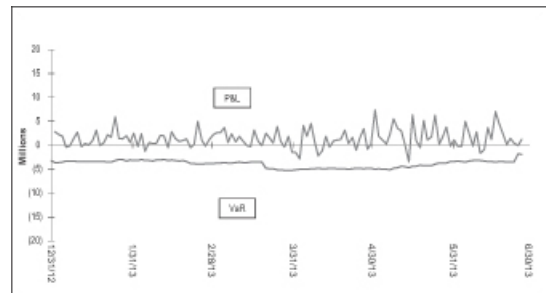


Table of Contents

Total trading revenue was as follows:

Table 56: Trading Revenue

Six months ended June 30		
In millions	2013	2012
Net interest income	\$ 17	\$ 20
Noninterest income	144	105
Total trading revenue	\$161	\$125
Securities underwriting and trading (a)	\$ 41	\$ 43
Foreign exchange	42	47
Financial derivatives and other	78	35
Total trading revenue	\$161	\$125

Three months ended June 30		
In millions	2013	2012
Net interest income	\$ 8	\$11
Noninterest income	93	33
Total trading revenue	\$101	\$44
Securities underwriting and trading (a)	\$ 16	\$18
Foreign exchange	23	27
Financial derivatives and other	62	(1)
Total trading revenue	\$101	\$44

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

The trading revenue disclosed above includes results from providing investing, risk management and underwriting 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 and commercial mortgage servicing rights and residential and commercial mortgage loans held-for-sale. 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 revenues for the first six months of 2013 increased \$36 million compared with the first six months of 2012. Trading revenue for the second quarter of 2013 increased \$57 million compared with the second quarter of 2012. The increases in both comparisons primarily result from the impact of higher market interest rates on credit valuations related to customer-initiated hedging activities and improved debt underwriting results which were partially offset by reduced client derivatives revenue.

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 9 Fair Value in the Notes To Consolidated Financial Statements in this Report and in our 2012 Form 10-K 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 57: Equity Investments Summary

In millions	June 30 2013	Dec. 31 2012
BlackRock	\$ 5,713	\$ 5,614
Tax credit investments	2,175	2,965
Private equity	1,729	1,802
Visa	204	251
Other	233	245
Total	\$10,054	\$10,877

BLACKROCK

PNC owned approximately 36 million common stock equivalent shares of BlackRock equity at June 30, 2013, 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 \$2.2 billion at June 30, 2013 and \$3.0 billion at December 31, 2012. These equity investment balances include unfunded commitments totaling \$674 million and \$685 million, respectively. These unfunded commitments are included in Other Liabilities on our Consolidated Balance Sheet.

Note 3 Loan Sale and Servicing Activities and Variable Interest Entities in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report has further information on Tax Credit Investments.

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 \$1.7 billion at June 30, 2013 compared with \$1.8 billion at December 31, 2012. As of June 30, 2013, \$1.1 billion was invested directly in a variety of companies and \$.6 billion 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 \$235 million as of June 30, 2013. The interests held in indirect private equity funds are not redeemable, but PNC may receive distributions over the life of the partnership from liquidation of the underlying investments. See Item 1 Business – Supervision and Regulation and Item 1A Risk Factors included in our 2012 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 \$171 million at June 30, 2013 compared with \$182 million at December 31, 2012.

VISA

During second quarter of 2013 we sold 2 million of Visa Class B common shares, in addition to the 9 million shares sold in the second half of 2012, and entered into swap agreements with the purchaser of the shares. See Note 9 Fair Value in this Report and in our 2012 Form 10-K and Note 13 Financial Derivatives in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information. At June 30, 2013, our investment in Visa Class B common shares totaled approximately 12 million shares and was recorded at \$204 million. Based on the June 30, 2013 closing price of \$182.75 for the Visa Class A common shares,

the fair value of our total investment was approximately \$950 million at the current conversion rate which reflects adjustments in respect of all litigation funding by Visa to date. The Visa Class B common shares that we own are transferable only under limited circumstances (including those applicable to the sales in the second quarter of 2013 and in the second half of 2012) 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 rate of Visa Class B common shares to Class A common shares in connection with any settlements of the specified litigation in excess of any amounts then in escrow for that purpose and will also reduce the conversion rate to the extent that it adds any funds to the escrow in the future.

Our 2012 Form 10-K has additional information regarding the October 2007 Visa restructuring, our involvement with judgment and loss sharing agreements with Visa and certain other banks, and the status of pending interchange litigation. See Note 17 Legal Proceedings and Note 18 Commitments and Guarantees in our Notes To Consolidated Financial Statements of this Report for additional information.

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 June 30, 2013, other investments totaled \$233 million compared with \$245 million at December 31, 2012. We recognized net gains related to these investments of \$25 million and \$13 million during the first six months of 2013 and 2012, including net gains of \$5 million during the second quarter of 2013 and \$2 million loss during second quarter of 2012.

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 were less than \$1 million at June 30, 2013 and \$3 million at December 31, 2012.

FINANCIAL DERIVATIVES

We use a variety of financial derivatives as part of the overall asset and liability risk management process to help manage exposure to 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.

Table of Contents

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 and Note 9 Fair Value in our Notes To Consolidated Financial Statements under Item 8 of our 2012 Form 10-K and in Note 9 Fair Value and Note 13 Financial Derivatives in the Notes To Consolidated Financial Statements in Part I, Item 1 of 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 summarizes the notional or contractual amounts and net fair value of financial derivatives at June 30, 2013 and December 31, 2012.

Table 58: Financial Derivatives Summary

	June 30, 2013		December 31, 2012	
	Notional/ Contractual Amount	Net Fair Value (a)	Notional/ Contractual Amount	Net Fair Value (a)
In millions				
Derivatives designated as hedging instruments under GAAP				
Total derivatives designated as hedging instruments	\$ 33,857	\$ 1,051	\$ 29,270	\$ 1,720
Derivatives not designated as hedging instruments under GAAP				
Total derivatives used for residential mortgage banking activities	\$160,604	\$ 477	\$166,819	\$ 588
Total derivatives used for commercial mortgage banking activities	9,991	(16)	4,606	(23)
Total derivatives used for customer-related activities	163,935	74	163,848	30
Total derivatives used for other risk management activities	2,261	(331)	1,813	(357)
Total derivatives not designated as hedging instruments	\$336,791	\$ 204	\$337,086	\$ 238
Total Derivatives	\$370,648	\$ 1,255	\$366,356	\$ 1,958

(a) Represents the net fair value of assets and liabilities.

INTERNAL CONTROLS AND DISCLOSURE CONTROLS AND PROCEDURES

As of June 30, 2013, we performed an evaluation under the supervision and with the participation of our management, including the 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 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 June 30, 2013, and that there has been no change in PNC's internal control over financial reporting that occurred during the second quarter of 2013 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.

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

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

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

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

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

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

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

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 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 net of economic hedge), 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 – Core net interest income is 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.

Table of Contents

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 increases 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.

Impaired loans – Loans are determined to be impaired when, based on current information and events, it is probable that all contractually required payments will not be collected. 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, loans accounted for under the fair value option, smaller balance homogenous type loans and purchased impaired loans.

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.

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

Table of Contents

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 loss, net 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.

Nonaccrual loans – Loans for which we do not accrue interest income. Nonaccrual loans include nonperforming loans, in addition to loans accounted for under fair value option and loans accounted for as held for sale for which full collection of contractual principal and/or interest is not probable.

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

Nonperforming assets – Nonperforming assets include nonperforming loans and OREO and foreclosed assets, but exclude certain government insured or guaranteed loans for which we expect to collect substantially all principal and interest, loans held for sale, loans accounted for under the fair value option and purchased impaired loans. We do not accrue interest income on assets classified as nonperforming.

Nonperforming loans – Loans accounted for at amortized cost 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 for which we expect to collect substantially all principal and interest, 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 deed-in-lieu of foreclosure 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 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

Table of Contents

\$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 (purchased impaired loans) – 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.

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 attributable to common shareholders 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.

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.

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.

Table of Contents

Value-at-risk (VaR)— A statistically-based measure of risk that describes the amount of potential loss which may be incurred due to 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 any changes in the credit ratings 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 expansion.
- 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 U.S. economic expansion will persist, despite drags from Federal fiscal restraint and a European recession, and short-term interest rates will remain very low but bond yields will be higher in the second half of 2013. These forward-looking statements also do not, unless otherwise indicated, take into account the impact of potential legal and regulatory contingencies.
- PNC’s ability to take certain capital actions, including paying dividends and any plans to increase common stock dividends, repurchase common stock under current or future programs, or issue or redeem preferred stock or other regulatory capital instruments, is subject to the review of such proposed actions by the Federal Reserve as part of PNC’s comprehensive capital plan for the applicable period in connection with the regulators’ Comprehensive Capital Analysis and Review (CCAR) process and to the acceptance of such capital plan and non-objection to such capital actions by the Federal Reserve.
- PNC’s regulatory capital ratios in the future will depend on, among other things, the company’s

financial performance, the scope and terms of final capital regulations then in effect (particularly those implementing the Basel Capital Accords), and management actions affecting the composition of PNC's balance sheet. In addition, PNC's ability to determine, evaluate and forecast regulatory capital ratios, and to take actions (such as capital distributions) based on actual or forecasted capital ratios, will be dependent on the ongoing development, validation and regulatory approval of related models.

- 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-related 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.
- 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. Acquisition risks and uncertainties include those presented by the nature of the business acquired, including in some cases those associated with our entry into new businesses or new geographic or other markets and risks resulting from our inexperience in those new areas, 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 natural and other 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 these as well as other factors in our 2012 Form 10-K, in our first quarter 2013 Form 10-Q, 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.

[Table of Contents](#)

CONSOLIDATED INCOME STATEMENT

THE PNC FINANCIAL SERVICES GROUP, INC.

In millions, except per share data Unaudited	Three months ended June 30		Six months ended June 30	
	2013	2012	2013	2012
Interest Income				
Loans	\$1,955	\$2,163	\$3,984	\$4,114
Investment securities	422	527	892	1,053
Other	92	106	204	226
Total interest income	2,469	2,796	5,080	5,393
Interest Expense				
Deposits	86	83	179	186
Borrowed funds	125	187	254	390
Total interest expense	211	270	433	576
Net interest income	2,258	2,526	4,647	4,817
Noninterest Income				
Asset management	340	278	648	562
Consumer services	314	290	610	554
Corporate services	326	290	603	522
Residential mortgage	167	(173)	401	57
Service charges on deposits	147	144	283	271
Net gains on sales of securities	61	62	75	119
Other-than-temporary impairments	(10)	(32)	(11)	(48)
Less: Noncredit portion of other-than-temporary impairments (a)	(6)	2	3	24
Net other-than-temporary impairments	(4)	(34)	(14)	(72)
Other	455	240	766	525
Total noninterest income	1,806	1,097	3,372	2,538
Total revenue	4,064	3,623	8,019	7,355
Provision For Credit Losses	157	256	393	441
Noninterest Expense				
Personnel	1,186	1,119	2,355	2,230
Occupancy	206	199	417	389
Equipment	189	181	372	356
Marketing	67	67	112	135
Other	787	1,082	1,574	1,993
Total noninterest expense	2,435	2,648	4,830	5,103
Income before income taxes and noncontrolling interests	1,472	719	2,796	1,811
Income taxes	349	173	669	454
Net income	1,123	546	2,127	1,357
Less: Net income (loss) attributable to noncontrolling interests	1	(5)	(8)	1
Preferred stock dividends and discount accretion and redemptions	53	25	128	64
Net income attributable to common shareholders	\$1,069	\$ 526	\$2,007	\$1,292
Earnings Per Common Share				
Basic	\$ 2.02	\$ 1.00	\$ 3.79	\$ 2.44
Diluted	1.99	.98	3.76	2.42
Average Common Shares Outstanding				
Basic	528	527	527	526
Diluted	531	530	530	529

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

See accompanying Notes To Consolidated Financial Statements.

[Table of Contents](#)

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

THE PNC FINANCIAL SERVICES GROUP, INC.

In millions Unaudited	Three months ended June 30		Six months ended June 30	
	2013	2012	2013	2012
Net income	\$ 1,123	\$ 546	\$ 2,127	\$1,357
Other comprehensive income, before tax and net of reclassifications into Net income:				
Net unrealized gains (losses) on non-OTTI securities	(793)	158	(963)	396
Net unrealized gains (losses) on OTTI securities	(45)	8	96	414
Net unrealized gains (losses) on cash flow hedge derivatives	(281)	6	(388)	(84)
Pension and other postretirement benefit plan adjustments	7	39	53	87
Other	(7)	(30)	(13)	(18)
Other comprehensive income (loss), before tax and net of reclassifications into Net income	(1,119)	181	(1,215)	795
Income tax benefit (expense) related to items of Other comprehensive income	397	(60)	426	(288)
Other comprehensive income (loss), after tax and net of reclassifications into Net income	(722)	121	(789)	507
Comprehensive income	401	667	1,338	1,864
Less: Comprehensive income (loss) attributable to noncontrolling interests	1	(5)	(8)	1
Comprehensive income attributable to PNC	\$ 400	\$ 672	\$ 1,346	\$1,863

See accompanying Notes To Consolidated Financial Statements.

Table of Contents

CONSOLIDATED BALANCE SHEET

THE PNC FINANCIAL SERVICES GROUP, INC.

In millions, except par value Unaudited	June 30 2013	December 31 2012
Assets		
Cash and due from banks (includes \$4 and \$4 for VIEs) (a)	\$ 4,051	\$ 5,220
Federal funds sold and resale agreements (includes \$210 and \$256 measured at fair value) (b)	1,613	1,463
Trading securities	2,109	2,096
Interest-earning deposits with banks (includes \$6 and \$6 for VIEs) (a)	3,797	3,984
Loans held for sale (includes \$2,881 and \$2,868 measured at fair value) (b)	3,814	3,693
Investment securities (includes \$7 and \$9 for VIEs) (a)	57,449	61,406
Loans (includes \$7,845 and \$7,781 for VIEs) (a)		
(includes \$811 and \$244 measured at fair value) (b)	189,775	185,856
Allowance for loan and lease losses (includes \$(64) and \$(75) for VIEs) (a)	(3,772)	(4,036)
Net loans	186,003	181,820
Goodwill	9,075	9,072
Other intangible assets	2,153	1,797
Equity investments (includes \$492 and \$1,429 for VIEs) (a)	10,054	10,877
Other (includes \$567 and \$1,281 for VIEs) (a)		
(includes \$291 and \$319 measured at fair value) (b)	24,297	23,679
Total assets	\$304,415	\$ 305,107
Liabilities		
Deposits		
Noninterest-bearing	\$ 66,708	\$ 69,980
Interest-bearing	145,571	143,162
Total deposits	212,279	213,142
Borrowed funds		
Federal funds purchased and repurchase agreements	4,303	3,327
Federal Home Loan Bank borrowings	8,481	9,437
Bank notes and senior debt	11,177	10,429
Subordinated debt	7,113	7,299
Commercial paper (includes \$5,900 and \$6,045 for VIEs) (a)	6,400	8,453
Other (includes \$434 and \$257 for VIEs) (a) (includes \$195 and \$0 measured at fair value) (b)	2,390	1,962
Total borrowed funds	39,864	40,907
Allowance for unfunded loan commitments and letters of credit	242	250
Accrued expenses (includes \$120 and \$132 for VIEs) (a)	4,057	4,449
Other (includes \$378 and \$976 for VIEs) (a)	6,032	4,594
Total liabilities	262,474	263,342
Equity		
Preferred stock (c)		
Common stock (\$5 par value, authorized 800 shares, issued 539 and 538 shares)	2,693	2,690
Capital surplus – preferred stock	3,939	3,590
Capital surplus – common stock and other	12,234	12,193
Retained earnings	21,828	20,265
Accumulated other comprehensive income (loss)	45	834
Common stock held in treasury at cost: 8 and 10 shares	(453)	(569)
Total shareholders' equity	40,286	39,003
Noncontrolling interests	1,655	2,762
Total equity	41,941	41,765
Total liabilities and equity	\$304,415	\$ 305,107

(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.

[Table of Contents](#)

CONSOLIDATED STATEMENT OF CASH FLOWS

THE PNC FINANCIAL SERVICES GROUP, INC.

In millions Unaudited	Six months ended June 30	
	2013	2012
Operating Activities		
Net income	\$ 2,127	\$ 1,357
Adjustments to reconcile net income to net cash provided (used) by operating activities		
Provision for credit losses	393	441
Depreciation and amortization	583	554
Deferred income taxes	804	412
Net gains on sales of securities	(75)	(119)
Net other-than-temporary impairments	14	72
Mortgage servicing rights valuation adjustment	(254)	216
Gain on sale of Visa Class B common shares	(83)	
Noncash charges on trust preferred securities redemption	30	130
Undistributed earnings of BlackRock	(173)	(132)
Excess tax benefits from share-based payment arrangements	(18)	(15)
Net change in		
Trading securities and other short-term investments	463	1,394
Loans held for sale	(755)	(521)
Other assets	133	168
Accrued expenses and other liabilities	(1,293)	11
Other	(100)	(154)
Net cash provided (used) by operating activities	1,796	3,814
Investing Activities		
Sales		
Securities available for sale	3,814	6,594
Loans	888	771
Repayments/maturities		
Securities available for sale	5,232	4,198
Securities held to maturity	1,191	1,638
Purchases		
Securities available for sale	(6,785)	(10,104)
Securities held to maturity	(224)	(100)
Loans	(603)	(672)
Net change in		
Federal funds sold and resale agreements	(155)	553
Interest-earning deposits with banks	187	(2,537)
Loans	(4,494)	(8,206)
Net cash paid for acquisition activity		(3,294)
Other (a)	306	(82)
Net cash provided (used) by investing activities	(643)	(11,241)

[Table of Contents](#)

CONSOLIDATED STATEMENT OF CASH FLOWS

THE PNC FINANCIAL SERVICES GROUP, INC.

(continued from previous page)

In millions Unaudited	Six months ended June 30	
	2013	2012
Financing Activities		
Net change in		
Noninterest-bearing deposits	\$ (3,226)	\$ 1,264
Interest-bearing deposits	2,409	(350)
Federal funds purchased and repurchase agreements	978	836
Commercial paper	(2,170)	3,152
Other borrowed funds	(153)	566
Sales/issuances		
Federal Home Loan Bank borrowings	5,000	7,000
Bank notes and senior debt	2,442	2,089
Subordinated debt	744	
Commercial paper	5,244	9,117
Other borrowed funds	402	548
Preferred stock	496	1,482
Common and treasury stock	131	112
Repayments/maturities		
Federal Home Loan Bank borrowings	(5,956)	(4,497)
Bank notes and senior debt	(1,425)	(3,777)
Subordinated debt	(705)	(829)
Commercial paper	(5,127)	(7,071)
Other borrowed funds	(314)	(1,689)
Preferred stock	(150)	
Excess tax benefits from share-based payment arrangements	18	15
Redemption of noncontrolling interests	(375)	
Acquisition of treasury stock	(23)	(51)
Preferred stock cash dividends paid	(118)	(63)
Common stock cash dividends paid	(444)	(396)
Net cash provided (used) by financing activities	(2,322)	7,458
Net Increase (Decrease) In Cash And Due From Banks		
Cash and due from banks at beginning of period	5,220	4,105
Cash and due from banks at end of period	\$ 4,051	\$ 4,136
Supplemental Disclosures		
Interest paid	\$ 440	\$ 633
Income taxes paid	214	22
Income taxes refunded	1	9
Non-cash Investing and Financing Items		
Transfer from (to) loans to (from) loans held for sale, net	13	356
Transfer from loans to foreclosed assets	378	509

See accompanying Notes To Consolidated Financial Statements.

(a) Includes the impact of the consolidation of a variable interest entity as of March 31, 2013.

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, as well as other products and services in PNC's primary geographic markets located in Pennsylvania, Ohio, New Jersey, Michigan, Illinois, Maryland, Indiana, North Carolina, Florida, Kentucky, Washington, D.C., Delaware, Alabama, Virginia, Georgia, 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 2013 presentation. These reclassifications did not have a material impact on our consolidated financial condition or results of operations. We evaluate the materiality of identified errors in the financial statements using both an income statement and a balance sheet approach, based on relevant quantitative and qualitative factors. Net income includes certain adjustments to correct immaterial errors related to previously reported periods.

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 2012 Annual Report on Form 10-K. Reference is made to Note 1 Accounting Policies in the 2012 Form 10-K for a detailed description of significant accounting policies. There have been no significant changes to these policies in the first six months of 2013 other than as disclosed herein. These interim

consolidated financial statements serve to update the 2012 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. In May 2012, we exchanged 2 million shares of Series B Preferred Stock of BlackRock for an equal number of shares of BlackRock common stock. The exchange transaction had no impact on the carrying value of our investment in BlackRock or our use of 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 hold shares of Series C Preferred Stock of BlackRock pursuant to our obligation to partially fund a portion of certain BlackRock long-term incentive plan (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. Our obligation to transfer these shares to BlackRock is classified as a derivative not designated as a hedging instrument under GAAP as disclosed in Note 13 Financial Derivatives.

On January 31, 2013, we transferred 205,350 shares to BlackRock in connection with our obligation. After this transfer, we hold approximately 1.3 million shares of BlackRock Series C Preferred Stock which are available to fund our obligation in connection with the BlackRock LTIP programs.

Table of Contents

NONPERFORMING ASSETS

Nonperforming assets include nonperforming loans and leases, including nonperforming troubled debt restructurings (TDRs) and other real estate owned and foreclosed assets.

Commercial Loans

We generally classify Commercial Lending (Commercial, Commercial Real Estate, and Equipment Lease Financing) loans as nonperforming and place them on nonaccrual status when we determine that the collection of interest or principal is not probable, including when delinquency of interest or principal payments has existed for 90 days or more and the loans are not well-secured and/or 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 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 accounting,
- 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,
- The 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 liquidating a commercial borrower, or
- We are pursuing remedies under a guarantee.

We charge off commercial nonperforming 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.

Certain small business credit card balances are placed on nonaccrual status when they become 90 days or more past due. Such loans are charged-off at 180 days past due.

Consumer Loans

Nonperforming loans are those loans accounted for at amortized cost that have deteriorated in credit quality to the extent that full collection of contractual principal and interest is not probable. These loans are also classified as nonaccrual. For these loans, the current year accrued and uncollected interest is reversed through net interest income and prior year accrued and uncollected interest is charged-off. Additionally, these loans may be charged-off down to the fair value less costs to sell.

Loans acquired and accounted for under ASC 310-30 – Loans and Debt Securities Acquired with Deteriorated Credit Quality are reported as performing and accruing loans due to the accretion of interest income.

Loans accounted for under the fair value option and loans accounted for as held for sale are reported as performing loans as these loans are accounted for at fair value and the lower of carrying value or fair value less costs to sell, respectively.

However, based upon the nonaccrual policies discussed below, interest income is not accrued. Additionally, based upon the nonaccrual policies discussed below, certain government insured loans for which we do not expect to collect substantially all principal and interest are reported as nonperforming and do not accrue interest. Alternatively, certain government insured loans for which we expect to collect substantially all principal and interest are not reported as nonperforming loans and continue to accrue interest.

In the first quarter of 2013, we completed our alignment of certain nonaccrual and charge-off policies consistent with interagency supervisory guidance on practices for loans and lines of credit related to consumer lending. This alignment primarily related to (i) subordinate consumer loans (home equity loans and lines and residential mortgages) where the first-lien loan was 90 days or more past due, (ii) government guaranteed loans where the guarantee may not result in collection of substantially all contractual principal and interest and (iii) loans with borrowers in bankruptcy. In the first quarter of 2013, due to classification as either nonperforming or, in the case of loans accounted for under the fair value option, nonaccrual loans, nonperforming loans increased by \$426 million and net charge-offs increased by \$134 million as a result of completing the alignment of the aforementioned policies. Additionally, overall delinquencies decreased \$395 million due to loans now being reported as either nonperforming or, in the case of loans accounted for under the fair value option, nonaccruing or having been charged-off. The impact of the alignment of the policies was considered in our reserving process in the determination of our Allowance for Loan and Lease Losses (ALLL) at December 31, 2012. See Note 5 Asset Quality and Note 7 Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional information.

A consumer loan is considered well-secured when the collateral in the form of liens on (or pledges of) real or

Table of Contents

personal property, including marketable securities, has a realizable value sufficient to discharge the debt in full, including accrued interest. Home equity installment loans and lines of credit, whether well-secured or not, are classified as nonaccrual at 90 days past due. Well-secured residential real estate loans are classified as nonaccrual at 180 days past due. In addition to these delinquency-related policies, a consumer loan may also be placed on nonaccrual status when:

- The loan has been modified and classified as a TDR, as further discussed below;
- Notification of bankruptcy has been received and the loan is 30 days or more past due;
- The bank holds a subordinate lien position in the loan and the first lien loan is seriously stressed (i.e., 90 days or more past due);
- Other loans within the same borrower relationship have been placed on nonaccrual or charge-off has been taken on them;
- The bank has repossessed non-real estate collateral securing the loan; or
- The bank has charged-off the loan to the value of the collateral.

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.

Home equity installment loans, home equity lines of credit, and residential real estate loans that are not well-secured and in the process of collection are charged-off at no later than 180 days past due to the estimated fair value of the collateral less costs to sell. In addition to this policy, the bank will also recognize a charge-off on a secured consumer loan when:

- The bank holds a subordinate lien position in the loan and a foreclosure notice has been received on the first lien loan;
- The bank holds a subordinate lien position in the loan which is 30 days or more past due with a combined loan to value ratio of greater than or equal to 110% and the first lien loan is seriously stressed (i.e., 90 days or more past due);
- It is modified or otherwise restructured in a manner that results in the loan becoming collateral dependent;
- Notification of bankruptcy has been received within the last 60 days and the loan is 60 days or more past due;
- The borrower has been discharged from personal liability through Chapter 7 bankruptcy and has not formally reaffirmed his or her loan obligation to PNC; or
- The collateral securing the loan has been repossessed and the value of the collateral is less than the recorded investment of the loan outstanding.

If payment is received on a nonaccrual loan, generally the payment is first applied to the recorded investment; payments are then applied to recover any charged-off amounts related to

the loan. Finally, if both recorded investment and any charge-offs have been recovered, then the payment will be recorded as fee and interest income.

Nonaccrual loans are generally not returned to accrual status until the borrower has performed in accordance with the contractual terms for a reasonable period of time (e.g., 6 months). When a nonperforming loan is returned to accrual status, it is then considered a performing loan.

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. For TDRs, payments are applied based upon their contractual terms unless the related loan is deemed nonperforming. TDRs are generally included in nonperforming loans until returned to performing status through the fulfilling of restructured terms for a reasonable period of time (generally 6 months). TDRs resulting from borrowers that have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligations to PNC are not returned to accrual status.

See Note 5 Asset Quality and Note 7 Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional TDR information.

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. After obtaining 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 are awarded title, we transfer the loan to foreclosed assets included in Other assets on our Consolidated Balance Sheet. Property obtained in satisfaction of a loan is initially 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 ALLL. We estimate fair values primarily based on appraisals, or sales agreements with third parties. Fair value also considers the proceeds expected from government insurance and guarantees upon the conveyance of the other real estate owned (OREO).

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 Note 7 Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional information.

Table of Contents

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 and lease portfolios as of the balance sheet date. Our determination of the allowance is based on periodic evaluations of these loan and lease portfolios and other relevant factors. This critical estimate includes the use of significant amounts of PNC's own historical data and complex methods to interpret them. We have an ongoing process to evaluate and enhance the quality, quantity and timeliness of our data and interpretation methods used in the determination of this allowance. These evaluations are 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),
- Outstanding balance of the loan,
- Movement through delinquency stages,
- Amounts and timing of expected future cash flows,
- Value of collateral, which may be obtained from third parties, 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,
- Model imprecision,
- Changes in lending policies and procedures,
- Timing of available information, including the performance of first lien positions, and
- Limitations of available historical data.

In determining the appropriateness of the ALLL, we make specific allocations to impaired loans and allocations to portfolios of commercial and consumer loans.

Nonperforming loans are considered impaired under ASC 310-Receivables and are evaluated for 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 TDRs, specific reserves are determined through an analysis of the present value of the loan's expected future cash flows, except for those instances where loans have been deemed collateral dependent, including loans where borrowers have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligations to PNC. Once that determination has been made, those TDRs are charged down to the fair value of the collateral less costs to sell at each period end.
- 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 Note 7 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. Other than the estimation of the

Table of Contents

probability of funding, the reserve for unfunded loan commitments is estimated in a manner similar to the methodology used for determining reserves for funded exposures. 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.

See Note 5 Asset Quality and Note 7 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 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 14 Earnings Per Share for additional information.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2013, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2013-08, *Financial Services – Investment Companies (ASC Topic 946): Amendments to the Scope, Measurement and Disclosure Requirement*. This ASU modifies the guidance in ASC 946 for determining whether an entity is an investment company, as well as the measurement and disclosure requirements for investment companies. The ASU does not change current accounting where a noninvestment company parent retains the specialized accounting applied by an investment company subsidiary in consolidation. ASU 2013-08 will be applied prospectively for all periods beginning after December 15, 2013. We do not expect this ASU to have a material effect on our results of operations or financial position.

In July 2013, the FASB issued ASU 2013-10, *Derivatives and Hedging (Topic 815): Inclusion of the Fed Funds Effective Swap Rate (or Overnight Index Swap Rate) as a Benchmark Interest Rate for Hedge Accounting Purposes*. This ASU

amends existing guidance to include the Fed Funds effective swap rate (OIS) as a U.S. benchmark interest rate for hedge accounting purposes. The amendments also remove the restriction on using different benchmark interest rates for similar hedges. The effective date of ASU 2013-10 was July 17, 2013. However, since this ASU does not impact existing hedge accounting relationships, it did not have an effect on our results of operations or financial position.

In July 2013, the FASB issued ASU 2013-11, *Income Taxes (Topic 740): Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists*. This ASU clarifies current guidance to require that an unrecognized tax benefit or a portion thereof be presented in the statement of financial position as a reduction to a deferred tax asset for an NOL carryforward, similar tax loss, or a tax credit carryforward except when an NOL carryforward, similar tax loss, or tax credit carryforward is not available under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position. In such a case, the unrecognized tax benefit would be presented in the statement of financial position as a liability. No additional recurring disclosures are required by this ASU. This ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2013. Early adoption is permitted with prospective application to all unrecognized tax benefits that exist at the effective date. Retrospective application is also permitted. We do not expect this ASU to have a material effect on our results of operations or financial position.

For information on Recent Accounting Pronouncements issued prior to the second quarter, see Note 1 Accounting Policies in the Notes To The Consolidated Financial Statements included in Part I, Item 1 of our First Quarter 2013 Form 10-Q.

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 U.S. 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. The fair value of the net assets acquired totaled approximately \$2.6 billion, including \$18.1 billion of deposits, \$14.5 billion of loans and \$.2 billion of other intangible assets. Goodwill of \$1.0 billion was recorded as part of the acquisition. Refer to Note 2 Acquisition and Divestiture Activity in Item 8 of our 2012 Form 10-K for additional details related to the RBC Bank (USA) transactions.

Sale of Smartstreet

Effective October 26, 2012, PNC divested certain deposits and assets of the Smartstreet business unit, which was acquired by PNC as part of the RBC Bank (USA) acquisition, to Union Bank, N.A. Smartstreet is a nationwide business focused on homeowner or community association managers and had approximately \$1 billion of assets and deposits as of September 30, 2012. The gain on sale was immaterial and resulted in a reduction of goodwill and core deposit intangibles of \$46 million and \$13 million, respectively. Results from operations of Smartstreet from March 2, 2012 through October 26, 2012 are included in our Consolidated Income Statement.

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 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. In other instances, third-party investors have also purchased our loans in 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 variable interest entities (VIEs).

Our continuing involvement in the FNMA, FHLMC, and GNMA securitizations, Non-agency securitizations, and 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 right at fair value. Servicing rights are recognized in Other intangible assets on our Consolidated Balance Sheet and when subsequently accounted for at fair value are classified within Level 3 of the fair value hierarchy. See Note 9 Fair Value and Note 10 Goodwill and Other Intangible Assets for further discussion of our residential and commercial servicing rights.

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 June 30, 2013 and December 31, 2012, the balance of our ROAP asset and liability totaled \$149 million and \$190 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 U.S. 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.

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 18 Commitments and Guarantees for further discussion of our repurchase and recourse obligations.

Table of Contents

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

Table 59: Certain Financial Information and Cash Flows Associated with Loan Sale and Servicing Activities

In millions	Residential Mortgages	Commercial Mortgages (a)	Home Equity Loans/Lines (b)
FINANCIAL INFORMATION – June 30, 2013			
Servicing portfolio (c)	\$115,740	\$ 166,356	\$ 5,176
Carrying value of servicing assets (d)	975	525	
Servicing advances (e)	558	502	5
Repurchase and recourse obligations (f)	523	37	24
Carrying value of mortgage-backed securities held (g)	4,503	1,528	
FINANCIAL INFORMATION – December 31, 2012			
Servicing portfolio (c)	\$119,262	\$ 153,193	\$ 5,353
Carrying value of servicing assets (d)	650	420	
Servicing advances (e)	582	505	5
Repurchase and recourse obligations (f)	614	43	58
Carrying value of mortgage-backed securities held (g)	5,445	1,533	
CASH FLOWS – Three months ended June 30, 2013			
Sales of loans (h)	\$ 4,190	\$ 489	
Repurchases of previously transferred loans (i)	278		\$ 2
Servicing fees (j)	89	43	5
Servicing advances recovered/(funded), net	30	8	(1)
Cash flows on mortgage-backed securities held (g)	389	70	
CASH FLOWS – Three months ended June 30, 2012			
Sales of loans (h)	\$ 2,939	\$ 468	
Repurchases of previously transferred loans (i)	358		\$ 6
Servicing fees (j)	95	46	6
Servicing advances recovered/(funded), net	20	13	
Cash flows on mortgage-backed securities held (g)	283	223	
CASH FLOWS – Six months ended June 30, 2013			
Sales of loans (h)	\$ 7,994	\$ 1,415	
Repurchases of previously transferred loans (i)	650		\$ 4
Servicing fees (j)	179	89	11
Servicing advances recovered/(funded), net	24	3	(1)
Cash flows on mortgage-backed securities held (g)	756	193	
CASH FLOWS – Six months ended June 30, 2012			
Sales of loans (h)	\$ 6,448	\$ 949	
Repurchases of previously transferred loans (i)	769		\$ 16
Servicing fees (j)	194	91	11
Servicing advances recovered/(funded), net	(1)	21	
Cash flows on mortgage-backed securities held (g)	539	352	

(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 lending business in which PNC is no longer engaged. See Note 18 Commitments and Guarantees for further information.

(c) For our continuing involvement with residential mortgage and home equity loan/line transfers, amount represents outstanding balance of loans transferred and serviced. For commercial mortgages, amount represents overall servicing portfolio in which loans have been transferred by us or third parties to VIEs.

(d) See Note 9 Fair Value and Note 10 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.

Table of Contents

- (f) 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 18 Commitments and Guarantees for further information.
- (g) Represents securities held where PNC transferred to and/or services loans for a securitization SPE and we hold securities issued by that SPE.
- (h) There were no gains or losses recognized on the transaction date for sales of residential 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 \$20 million and \$18 million for the three months ended June 30, 2013 and June 30, 2012, respectively, and \$43 million and \$15 million for the six months ended June 30, 2013 and June 30, 2012, respectively.
- (i) Includes government insured or guaranteed loans repurchased through the exercise of our ROAP option and loans repurchased due to breaches of origination covenants or representations and warranties made to purchasers.
- (j) Includes contractually specified servicing fees, late charges and ancillary fees.

Variable Interest Entities (VIEs)

As discussed in our 2012 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 June 30, 2013 and December 31, 2012.

Table 60: Consolidated VIEs – Carrying Value (a) (b)

June 30, 2013 In millions	Market Street	Credit Card and Other Securitization Trusts (c)	Tax Credit Investments	Total
Assets				
Cash and due from banks			\$ 4	\$ 4
Interest-earning deposits with banks			6	6
Investment securities	\$ 7			7
Loans	6,116	\$ 1,729		7,845
Allowance for loan and lease losses		(64)		(64)
Equity investments			492	492
Other assets (d)	6	27	534	567
Total assets	\$ 6,129	\$ 1,692	\$ 1,036	\$8,857
Liabilities				
Commercial paper	\$ 5,900			\$5,900
Other borrowed funds		\$ 195	\$ 239	434
Accrued expenses			120	120
Other liabilities	223		155	378
Total liabilities	\$ 6,123	\$ 195	\$ 514	\$6,832

December 31, 2012 In millions	Market Street	Credit Card Securitization Trust (e)	Tax Credit Investments	Total
Assets				
Cash and due from banks			\$ 4	\$ 4
Interest-earning deposits with banks			6	6
Investment securities	\$ 9			9
Loans	6,038	\$ 1,743		7,781
Allowance for loan and lease losses		(75)		(75)
Equity investments			1,429	1,429
Other assets	536	31	714	1,281
Total assets	\$ 6,583	\$ 1,699	\$ 2,153	\$10,435
Liabilities				
Commercial paper	\$ 6,045			\$ 6,045
Other borrowed funds			\$ 257	257
Accrued expenses			132	132
Other liabilities	529		447	976
Total liabilities	\$ 6,574		\$ 836	\$ 7,410

- (a) Amounts represent carrying value on PNC's Consolidated Balance Sheet.
- (b) Difference between total assets and total liabilities represents the equity portion of the VIE or intercompany assets and liabilities which are eliminated in consolidation.
- (c) During the first quarter of 2013, PNC consolidated a Non-agency securitization trust due to modification of contractual provisions.
- (d) During the second quarter of 2013, certain Market Street amounts previously classified in "Other assets" were reclassified to "Loans".
- (e) During the first quarter of 2012, the last securitization series issued by the SPE matured, resulting in the zero balance of liabilities at December 31, 2012.

Table of Contents

Table 61: Assets and Liabilities of Consolidated VIEs (a)

In millions	Aggregate Assets	Aggregate Liabilities
June 30, 2013		
Market Street	\$ 7,322	\$ 7,322
Credit Card and Other Securitization Trusts	1,978	195
Tax Credit Investments	1,045	544
December 31, 2012		
Market Street	\$ 7,796	\$ 7,796
Credit Card Securitization Trust	1,782	
Tax Credit Investments	2,162	853

(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.

Table 62: Non-Consolidated VIEs

In millions	Aggregate Assets	Aggregate Liabilities	PNC Risk of Loss	Carrying Value of Assets	Carrying Value of Liabilities
June 30, 2013					
Commercial Mortgage-Backed Securitizations (a)	\$ 71,374	\$ 71,374	\$ 1,836	\$1,836 (c)	
Residential Mortgage-Backed Securitizations (a)	35,798	35,798	4,516	4,516 (c)	\$ 7 (e)
Tax Credit Investments and Other (b)	6,564	2,093	1,405	1,405 (d)	644 (e)
Total	\$113,736	\$109,265	\$ 7,757	\$7,757	\$ 651

In millions	Aggregate Assets	Aggregate Liabilities	PNC Risk of Loss	Carrying Value of Assets	Carrying Value of Liabilities
December 31, 2012					
Commercial Mortgage-Backed Securitizations (a)	\$ 72,370	\$ 72,370	\$ 1,829	\$1,829 (c)	
Residential Mortgage-Backed Securitizations (a)	42,719	42,719	5,456	5,456 (c)	\$ 90 (e)
Tax Credit Investments and Other (b)	5,960	2,101	1,283	1,283 (d)	623 (e)
Total	\$121,049	\$117,190	\$ 8,568	\$8,568	\$ 713

(a) Amounts reflect involvement with securitization SPEs where PNC transferred to and/or services loans for an 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 8 Investment Securities and values disclosed represent our maximum exposure to loss for those securities' holdings.

(b) Aggregate assets and aggregate liabilities are based on limited availability of financial information associated with certain acquired partnerships.

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

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

(e) Included in Other liabilities 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 U.S. 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 2012 and the first six months of 2013, Market Street met all of its funding needs through the issuance of commercial paper.

PNC Bank, National Association, (PNC Bank, N.A.) provides certain administrative services, the program-level credit enhancement and liquidity facilities 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 a cash collateral account funded by a loan facility. This facility expires in June 2018. At June 30, 2013, \$1.2 billion was outstanding on this facility.

Although the commercial paper obligations at June 30, 2013 and December 31, 2012 were supported by Market Street's assets, PNC Bank, N.A. may be obligated to fund Market Street under the \$11.4 billion of liquidity facilities for events such as commercial paper market disruptions, borrower bankruptcies, collateral deficiencies or covenant violations. Our credit risk under the liquidity facilities is secondary to the risk of first loss 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 liquidity 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 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 to provide 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 expected losses, or the ability to receive residual returns that could be potentially significant to the SPE. The underlying assets of the consolidated SPE were restricted only for payment of the beneficial interests 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 June 30, 2013, the SPE continued to exist 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 tax credit 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. 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 and tax benefits due to passive losses on the investments. We have consolidated investments in which we have the power to direct the activities that most significantly impact the entity's performance, and have an obligation to absorb expected losses or receive benefits that could be potentially 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 the 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 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 Table 62: Non-Consolidated VIEs. The table also reflects our maximum exposure to loss exclusive of any potential tax credit recapture. 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.

During the second quarter of 2013, PNC sold limited partnership or non-managing member interests previously held in certain consolidated funds. As a result, PNC no longer met the consolidation criteria for those investments and deconsolidated approximately \$675 million of net assets related to the funds.

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 (i) our role as servicer, (ii) our holdings of mortgage-backed securities issued by the securitization SPE, and (iii) the rights of third-party variable interest holders.

The first step in our assessment is to determine whether we hold a variable interest in the securitization SPE. We hold variable interests in Agency and Non-agency securitization SPEs through our holding of mortgage-backed securities issued by the SPEs and/or our 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.

In the first quarter 2013, contractual provisions of a Non-agency securitization were modified resulting in PNC being deemed the primary beneficiary of the securitization. As a result, we consolidated the SPE and recorded the SPE's home equity line of credit assets and associated beneficial interest liabilities and are continuing to account for these instruments at fair value. These balances are included within the Credit Card and Other Securitization Trusts balances line in Table 60: Consolidated VIEs – Carrying Value and Table 61: Assets and Liabilities of Consolidated VIEs. We are not required to provide additional support to the SPE. Additionally, creditors of the SPE have no direct recourse to PNC.

Details about the Agency and Non-agency securitization SPEs where we hold a variable interest and are not the primary beneficiary are included in Table 62: Non-Consolidated VIEs. 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 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:

Table 63: Loans Outstanding

In millions	June 30 2013	December 31 2012
Commercial lending		
Commercial	\$ 86,930	\$ 83,040
Commercial real estate	18,991	18,655
Equipment lease financing	7,349	7,247
Total commercial lending	113,270	108,942
Consumer lending		
Home equity	36,416	35,920
Residential real estate	14,777	15,240
Credit card	4,135	4,303
Other consumer	21,177	21,451
Total consumer lending	76,505	76,914
Total loans (a) (b)	\$189,775	\$ 185,856

(a) Net of unearned income, net deferred loan fees, unamortized discounts and premiums, and purchase discounts and premiums totaling \$2.3 billion and \$2.7 billion at June 30, 2013 and December 31, 2012, respectively.

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

At June 30, 2013, we pledged \$22.9 billion of commercial loans to the Federal Reserve Bank and \$45.5 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, 2012 were \$23.2 billion and \$37.3 billion, respectively.

Table 64: Net Unfunded Credit Commitments

In millions	June 30 2013	December 31 2012
Commercial and commercial real estate	\$ 82,790	\$ 78,703
Home equity lines of credit	19,325	19,814
Credit card	17,101	17,381
Other	4,926	4,694
Total (a)	\$124,142	\$ 120,592

(a) Excludes standby letters of credit. See Note 18 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 June 30, 2013, commercial commitments reported above exclude \$23.5 billion of syndications, assignments and participations, primarily to financial institutions. The comparable amount at December 31, 2012 was \$22.5 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

Asset Quality

We closely monitor economic conditions and loan performance trends to manage and evaluate our exposure to credit risk. Trends in delinquency rates may be 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 and loans accounted for under the fair value option.

The trends in nonperforming assets represent another key indicator of the potential for future credit losses. Nonperforming assets include nonperforming loans, OREO and foreclosed assets. Nonperforming loans are those loans accounted for at amortized cost that have deteriorated in credit quality to the extent that full collection of contractual principal and interest is not probable. Interest income is not recognized on these loans. Loans accounted for under the fair value option are reported as performing loans as these loans are accounted for at fair value. However, based upon the nonaccrual policies discussed within Note 1 Accounting Policies, interest income is not recognized. Additionally, certain government insured or guaranteed loans for which we expect to collect substantially all principal and interest are not reported as nonperforming loans and continue to accrue interest. Purchased impaired loans are excluded from nonperforming as we are currently accreting interest income over the expected life of the loans. See Note 6 Purchased Loans for further information.

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

Table of Contents

The following tables display the delinquency status of our loans and our nonperforming assets at June 30, 2013 and December 31, 2012, respectively.

Table 65: Age Analysis of Past Due Accruing Loans (a)

In millions	Accruing					Total Past Due (b)	Nonperforming Loans	Fair Value Option Nonaccrual Loans (c)	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						
June 30, 2013										
Commercial	\$ 86,009	\$ 85	\$ 53	\$ 31	\$ 169	\$ 521		\$ 231	\$ 86,930	
Commercial real estate	17,527	66	22		88	639		737	18,991	
Equipment lease financing	7,336	2	4		6	7			7,349	
Home equity (d)	32,707	76	29		105	1,131		2,473	36,416	
Residential real estate (d) (e)	8,464	230	108	1,376	1,714	962	\$ 301	3,336	14,777	
Credit card	4,052	27	19	33	79	4			4,135	
Other consumer (d) (f)	20,483	200	114	322	636	57		1	21,177	
Total	\$176,578	\$ 686	\$ 349	\$1,762	\$ 2,797	\$ 3,321	\$ 301	\$ 6,778	\$189,775	
Percentage of total loans	93.05%	.36%	.18%	.93%	1.47%	1.75%	.16%	3.57%	100.00%	
December 31, 2012										
Commercial	\$ 81,930	\$ 115	\$ 55	\$ 42	\$ 212	\$ 590		\$ 308	\$ 83,040	
Commercial real estate	16,735	100	57	15	172	807		941	18,655	
Equipment lease financing	7,214	17	1	2	20	13			7,247	
Home equity	32,174	117	58		175	951		2,620	35,920	
Residential real estate (e)	8,464	278	146	1,901	2,325	845	\$ 70	3,536	15,240	
Credit card	4,205	34	23	36	93	5			4,303	
Other consumer (f)	20,663	258	131	355	744	43		1	21,451	
Total	\$171,385	\$ 919	\$ 471	\$2,351	\$ 3,741	\$ 3,254	\$ 70	\$ 7,406	\$185,856	
Percentage of total loans	92.21%	.49%	.25%	1.26%	2.00%	1.75%	.05%	3.99%	100.00%	

(a) Amounts in table represent recorded investment and exclude loans held for sale.

(b) Past due loan amounts exclude purchased impaired loans, 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.

(c) Consumer loans accounted for under the fair value option which we do not expect to collect substantially all principal and interest are subject to nonaccrual accounting and classification upon meeting any of our nonaccrual policies. Given that these loans are not accounted for at amortized cost, these loans have been excluded from the nonperforming loan population.

(d) Pursuant to alignment with interagency supervisory guidance on practices for loans and lines of credit related to consumer lending in the first quarter of 2013, accruing consumer loans past due 30 – 59 days decreased \$44 million, accruing consumer loans past due 60 – 89 days decreased \$36 million and accruing consumer loans past due 90 days or more decreased \$315 million, of which \$295 million related to Residential real estate government insured loans. As part of this alignment, these loans were moved into nonaccrual status.

(e) Past due loan amounts at June 30, 2013, 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 \$1.3 billion for 90 days or more past due. Past due loan amounts at December 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 \$1.9 billion for 90 days or more past due.

(f) Past due loan amounts at June 30, 2013, include government insured or guaranteed Other consumer loans, totaling \$1 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. Past due loan amounts at December 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 \$.3 billion for 90 days or more past due.

Table of Contents

Table 66: Nonperforming Assets

Dollars in millions	June 30 2013	December 31 2012
Nonperforming loans		
Commercial lending		
Commercial	\$ 521	\$ 590
Commercial real estate	639	807
Equipment lease financing	7	13
Total commercial lending	1,167	1,410
Consumer lending (a)		
Home equity (b)	1,131	951
Residential real estate (b)	962	845
Credit card	4	5
Other consumer (b)	57	43
Total consumer lending	2,154	1,844
Total nonperforming loans (c)	3,321	3,254
OREO and foreclosed assets		
Other real estate owned (OREO) (d)	432	507
Foreclosed and other assets	25	33
Total OREO and foreclosed assets	457	540
Total nonperforming assets	\$3,778	\$ 3,794
Nonperforming loans to total loans	1.75%	1.75%
Nonperforming assets to total loans, OREO and foreclosed assets	1.99	2.04
Nonperforming assets to total assets	1.24	1.24

- (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) Pursuant to alignment with interagency supervisory guidance on practices for loans and lines of credit related to consumer lending in the first quarter of 2013, nonperforming home equity loans increased \$214 million, nonperforming residential mortgage loans increased \$187 million and nonperforming other consumer loans increased \$25 million. Charge-offs have been taken on these loans where the fair value less costs to sell the collateral was less than the recorded investment of the loan and were \$134 million.
- (c) 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.
- (d) OREO excludes \$311 million and \$380 million at June 30, 2013 and December 31, 2012, 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 certain 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 six months ended June 30, 2013, \$1.7 billion 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 six months ended June 30, 2012 was \$1.6 billion.

Total nonperforming loans in the nonperforming assets table above include TDRs of \$1.5 billion at June 30, 2013 and \$1.6 billion at December 31, 2012. TDRs returned to performing (accruing) status totaled \$1.1 billion and \$1.0 billion at June 30, 2013 and December 31, 2012, respectively, and are excluded from nonperforming loans. Generally, these loans have demonstrated a period of at least six months of consecutive performance under the restructured terms. Loans

where borrowers have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligation to PNC are not returned to accrual status. At June 30, 2013 and December 31, 2012, 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 multiple 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 LENDING ASSET CLASSES***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 granularity in the risk monitoring process on an ongoing basis. These ratings are reviewed and updated on a risk-adjusted basis, generally at least once per year. Additionally, on an annual basis, we update PD rates related to each rating grade based upon internal historical data, augmented by market data. For small balance homogenous pools of commercial loans, mortgages and leases, we apply statistical modeling to assist in determining the probability of default within these pools. Further, on a periodic basis, we update our LGD estimates associated with each rating grade based upon historical data. 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. In general, loans with better PD and LGD tend to have a lower likelihood of loss compared to loans with worse PD and LGD which tend to have a higher likelihood of loss. The loss amount also considers exposure at date of default, which we also periodically update based upon historical data.

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 loans for which credit quality is weakening. 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. 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. These reviews are designed 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.

Table of Contents

Table 67: Commercial Lending Asset Quality Indicators (a)

		Criticized Commercial Loans			
In millions	Pass Rated (b)	Special Mention (c)	Substandard (d)	Doubtful (e)	Total Loans
June 30, 2013					
Commercial	\$ 82,619	\$ 1,607	\$ 2,363	\$ 110	\$ 86,699
Commercial real estate	16,344	399	1,382	129	18,254
Equipment lease financing	7,169	99	79	2	7,349
Purchased impaired loans	31	42	732	163	968
Total commercial lending (f) (g)	\$106,163	\$ 2,147	\$ 4,556	\$ 404	\$113,270
December 31, 2012					
Commercial	\$ 78,048	\$ 1,939	\$ 2,600	\$ 145	\$ 82,732
Commercial real estate	14,898	804	1,802	210	17,714
Equipment lease financing	7,062	68	112	5	7,247
Purchased impaired loans	49	60	852	288	1,249
Total commercial lending (f)	\$100,057	\$ 2,871	\$ 5,366	\$ 648	\$108,942

(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".

(g) We began to refine our process for categorizing commercial loans in the second quarter of 2013 in order to apply a split rating classification to certain loans meeting threshold criteria. By assigning split classifications, a loan's exposure amount may be split into more than one classification category in the above table. This refinement is expected to be completed by the fourth quarter of 2013.

CONSUMER LENDING ASSET CLASSES

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) for first and subordinate lien positions):

At least semi-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.

Table of Contents

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 is 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 first quarter of 2013, we refined our process for the Home Equity and Residential Real Estate Asset Quality Indicators shown in the following tables. These refinements include, but are not limited to, improvements in the process for determining lien position and LTV in both Table 69: Home Equity and Residential Real Estate Asset Quality Indicators – Excluding Purchased Impaired Loans and Table 70: Home Equity and Residential Real Estate Asset Quality Indicators – Purchased Impaired Loans. Additionally, we are now presenting Table 69 at recorded investment as opposed to our prior presentation of outstanding balance. Table 70 continues to be presented at outstanding balance. Both the 2013 and

2012 period end balance disclosures are presented in the below tables using this refined process.

Table 68: Home Equity and Residential Real Estate Balances

In millions	June 30 2013	December 31 2012
Home equity and residential real estate loans		
– excluding purchased impaired loans (a)	\$43,372	\$ 42,725
Home equity and residential real estate loans		
– purchased impaired loans (b)	6,094	6,638
Government insured or guaranteed residential real estate mortgages (a)	2,012	2,279
Purchase accounting adjustments – purchased impaired loans	(285)	(482)
Total home equity and residential real estate loans (a)	\$51,193	\$ 51,160

(a) Represents recorded investment.

(b) Represents outstanding balance.

Table 69: Home Equity and Residential Real Estate Asset Quality Indicators – Excluding Purchased Impaired Loans (a) (b)

June 30, 2013 – in millions	Home Equity		Residential Real Estate	Total
	1st Liens	2nd Liens		
Current estimated LTV ratios (c) (d)				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 455	\$ 2,446	\$ 778	\$ 3,679
Less than or equal to 660 (e) (f)	74	492	245	811
Missing FICO	1	10	26	37
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	1,057	3,308	1,212	5,577
Less than or equal to 660 (e) (f)	162	560	244	966
Missing FICO	2	6	34	42
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	1,076	2,095	838	4,009
Less than or equal to 660	137	308	148	593
Missing FICO	2	5	25	32
Less than 90% and updated FICO scores:				
Greater than 660	12,360	7,151	4,994	24,505
Less than or equal to 660	1,256	942	637	2,835
Missing FICO	24	14	248	286
Total home equity and residential real estate loans	\$16,606	\$17,337	\$ 9,429	\$43,372

Table of Contents

	Home Equity		Residential Real Estate	
	1st Liens	2nd Liens		Total
December 31, 2012 – in millions				
Current estimated LTV ratios (c)				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 470	\$ 2,772	\$ 667	\$ 3,909
Less than or equal to 660 (d) (e)	84	589	211	884
Missing FICO	1	10	19	30
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	1,027	3,636	1,290	5,953
Less than or equal to 660 (d) (e)	159	641	253	1,053
Missing FICO	3	6	45	54
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	1,056	2,229	1,120	4,405
Less than or equal to 660	130	319	164	613
Missing FICO	1	5	23	29
Less than 90% and updated FICO scores:				
Greater than 660	10,736	7,255	4,701	22,692
Less than or equal to 660	1,214	921	621	2,756
Missing FICO	23	13	269	305
Missing LTV and updated FICO scores:				
Missing FICO			42	42
Total home equity and residential real estate loans	\$14,904	\$18,396	\$ 9,425	\$42,725

- (a) Excludes purchased impaired loans of approximately \$5.8 billion and \$6.2 billion in recorded investment, certain government insured or guaranteed residential real estate mortgages of approximately \$2.0 billion and \$2.3 billion, and loans held for sale at June 30, 2013 and December 31, 2012, respectively. See the Home Equity and Residential Real Estate Asset Quality Indicators – Purchased Impaired Loans table below for additional information on purchased impaired loans.
- (b) Amounts shown represent recorded investment.
- (c) Based upon updated LTV (inclusive of combined loan-to-value (CLTV) for first and subordinate lien positions). Updated LTV are estimated using modeled property values. These ratios are updated at least semi-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. In the second quarter of 2013, we enhanced our CLTV determination process by further refining the data and correcting certain methodological inconsistencies. As a result, the amounts in the December 31, 2012 table above have been updated.
- (d) 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%.
- (e) The following states have the highest percentage of higher risk loans at June 30, 2013: New Jersey 13%, Illinois 12%, Pennsylvania 11%, Ohio 10%, Florida 9%, California 6%, Michigan 6% and Maryland 6%. The remainder of the states have lower than 4% of the high risk loans individually, and collectively they represent approximately 27% of the higher risk loans. The following states had the highest percentage of higher risk loans at December 31, 2012: New Jersey 14%, Illinois 11%, Pennsylvania 11%, Ohio 10%, Florida 9%, California 6%, Maryland 6%, and Michigan 5%. The remainder of the states have lower than 4% of the high risk loans individually, and collectively they represent approximately 28% of the higher risk loans.

[Table of Contents](#)
Table 70: Home Equity and Residential Real Estate Asset Quality Indicators – Purchased Impaired Loans (a)

June 30, 2013 – in millions	Home Equity (b) (c)		Residential Real Estate (b) (c)	Total
	1st Liens	2nd Liens		
Current estimated LTV ratios (d)				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 15	\$ 673	\$ 488	\$1,176
Less than or equal to 660	16	316	391	723
Missing FICO		17	31	48
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	23	550	390	963
Less than or equal to 660	18	246	323	587
Missing FICO	1	16	18	35
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	12	145	217	374
Less than or equal to 660	13	89	162	264
Missing FICO		7	11	18
Less than 90% and updated FICO scores:				
Greater than 660	92	189	626	907
Less than or equal to 660	135	169	599	903
Missing FICO	1	8	38	47
Missing LTV and updated FICO scores:				
Greater than 660	2		19	21
Less than or equal to 660	1		17	18
Missing FICO		3	7	10
Total home equity and residential real estate loans	\$ 329	\$ 2,428	\$ 3,337	\$6,094

Table of Contents

	Home Equity (b) (c)		Residential Real Estate (b) (c)	
December 31, 2012 – in millions	1st Liens	2nd Liens		Total
Current estimated LTV ratios (d)				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 17	\$ 791	\$ 597	\$1,405
Less than or equal to 660	17	405	498	920
Missing FICO		23	46	69
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	26	552	435	1,013
Less than or equal to 660	20	269	383	672
Missing FICO		18	23	41
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	14	140	216	370
Less than or equal to 660	14	99	182	295
Missing FICO		7	11	18
Less than 90% and updated FICO scores:				
Greater than 660	86	174	589	849
Less than or equal to 660	142	163	598	903
Missing FICO	2	8	39	49
Missing LTV and updated FICO scores:				
Greater than 660			18	18
Less than or equal to 660			7	7
Missing FICO			9	9
Total home equity and residential real estate loans	\$ 338	\$ 2,649	\$ 3,651	\$6,638

(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 June 30, 2013: California 18%, Florida 15%, Illinois 11%, Ohio 7%, North Carolina 6%, Michigan 5%, and Georgia 4%, respectively. The remainder of the states have lower than a 4% concentration of purchased impaired loans individually, and collectively they represent approximately 34% of the purchased impaired portfolio. The following states have the highest percentage of loans at December 31, 2012: California 18%, Florida 15%, Illinois 12%, Ohio 7%, North Carolina 6% and Michigan 5%. The remainder of the states have lower than a 4% concentration of purchased impaired loans individually, and collectively they represent approximately 37% of the purchased impaired portfolio.

(d) Based upon updated LTV (inclusive of combined loan-to-value (CLTV) for first and subordinate lien positions). Updated LTV are estimated using modeled property values. These ratios are updated at least semi-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. In the second quarter of 2013, we enhanced our CLTV determination process by further refining the data and correcting certain methodological inconsistencies. As a result, the amounts in the December 31, 2012 table above have been updated.

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.

Table of Contents

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.

Table 71: 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
Dollars in millions				
June 30, 2013				
FICO score greater than 719	\$2,178	53%	\$ 7,709	63%
650 to 719	1,153	28	3,225	25
620 to 649	180	4	467	4
Less than 620	240	6	554	5
No FICO score available or required (c)	384	9	351	3
Total loans using FICO credit metric	4,135	100%	12,306	100%
Consumer loans using other internal credit metrics (b)			8,871	
Total loan balance	\$4,135		\$21,177	
Weighted-average updated FICO score (d)		727		741
December 31, 2012				
FICO score greater than 719	\$2,247	52%	\$ 7,006	60%
650 to 719	1,169	27	2,896	25
620 to 649	188	5	459	4
Less than 620	271	6	602	5
No FICO score available or required (c)	428	10	741	6
Total loans using FICO credit metric	4,303	100%	11,704	100%
Consumer loans using other internal credit metrics (b)			9,747	
Total loan balance	\$4,303		\$21,451	
Weighted-average updated FICO score (d)		726		739

- (a) At June 30, 2013, we had \$33 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 June 30, 2013 balance related to higher risk credit card loans is geographically distributed throughout the following areas: Ohio 19%, Pennsylvania 15%, Michigan 12%, Illinois 7%, Indiana 6%, Florida 5%, New Jersey 5% and Kentucky 5%. All other states have less than 4% individually and make up the remainder of the balance. At December 31, 2012, we had \$36 million of credit card loans that are higher risk. The majority of the December 31, 2012 balance related to higher risk credit card loans is geographically distributed throughout the following areas: Ohio 18%, Pennsylvania 14%, Michigan 12%, Illinois 8%, Indiana 6%, Florida 6%, New Jersey 5%, Kentucky 4% and North Carolina 4%. All other states have less than 3% individually and 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 result from borrowers that have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligations to PNC. Additionally, TDRs 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 \$5 billion and \$6 billion at June 30, 2013 and December 31, 2012, respectively, for the total TDR portfolio.

Table 72: Summary of Troubled Debt Restructurings

In millions	June 30 2013	Dec. 31 2012
Total consumer lending	\$2,243	\$2,318
Total commercial lending	599	541
Total TDRs	\$2,842	\$2,859
Nonperforming	\$1,531	\$1,589
Accruing (a)	1,103	1,037
Credit card (b)	208	233
Total TDRs	\$2,842	\$2,859

(a) Accruing loans have demonstrated a period of at least six months of performance under the restructured terms and are excluded from nonperforming loans. Loans where borrowers have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligation to PNC are not returned to accrual status.

(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.

Table 73: Financial Impact and TDRs by Concession Type quantifies the number of loans that were classified as TDRs as well as the change in the recorded investments as a result of the TDR classification during the three and six months ended June 30, 2013 and 2012. Additionally, the table provides information about the types of TDR concessions. 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 consumer borrowers that have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligation to PNC, as well as postponement/reduction of scheduled amortization and contractual extensions for both consumer and commercial borrowers.

In some cases, there have been multiple concessions granted on one loan. This is most common within the commercial loan portfolio. When there have been multiple concessions granted in the commercial loan portfolio, 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. In the event that multiple concessions are granted on a consumer loan, concessions resulting from discharge from personal liability through Chapter 7 bankruptcy without formal affirmation of the loan obligation to PNC would be prioritized and included in the Other type of concession in the table below. After that, consumer loan concessions would follow the previously discussed priority of concessions for the commercial loan portfolio.

[Table of Contents](#)
Table 73: Financial Impact and TDRs by Concession Type (a)

During the three months ended June 30, 2013 Dollars in millions	Number of Loans	Pre-TDR Recorded Investment (b)	Post-TDR Recorded Investment (c)			
			Principal Forgiveness	Rate Reduction	Other	Total
Commercial lending						
Commercial	47	\$ 48	\$ 4	\$ 2	\$ 28	\$ 34
Commercial real estate	30	50	6	2	27	35
Equipment lease financing	5	23		11	1	12
Total commercial lending	82	121	10	15	56	81
Consumer lending						
Home equity	1,410	98		43	39	82
Residential real estate	285	32		7	25	32
Credit card	2,288	18		17		17
Other consumer	783	9		1	6	7
Total consumer lending	4,766	157		68	70	138
Total TDRs	4,848	\$ 278	\$ 10	\$ 83	\$126	\$219
During the three months ended June 30, 2012 Dollars in millions						
Commercial lending						
Commercial	33	\$ 102	\$ 1	\$ 40	\$ 42	\$ 83
Commercial real estate	13	26	8	5	9	22
Equipment lease financing	1	3	1			1
Total commercial lending	47	131	10	45	51	106
Consumer lending						
Home equity	1,083	69		60	8	68
Residential real estate	200	41		18	20	38
Credit card	2,268	17		16		16
Other consumer	61	1			1	1
Total consumer lending	3,612	128		94	29	123
Total TDRs	3,659	\$ 259	\$ 10	\$ 139	\$ 80	\$229

Table of Contents

During the six months ended June 30, 2013 Dollars in millions	Number of Loans	Pre-TDR Recorded Investment (b)	Post-TDR Recorded Investment (c)			
			Principal Forgiveness	Rate Reduction	Other	Total
Commercial lending						
Commercial	78	\$ 86	\$ 4	\$ 4	\$ 50	\$ 58
Commercial real estate	65	183	12	42	102	156
Equipment lease financing	7	29		11	2	13
Total commercial lending	150	298	16	57	154	227
Consumer lending						
Home equity	3,715	217		82	88	170
Residential real estate	609	78		19	58	77
Credit card	4,663	35		33		33
Other consumer	1,425	19		1	15	16
Total consumer lending	10,412	349		135	161	296
Total TDRs	10,562	\$ 647	\$ 16	\$ 192	\$315	\$523
During the six months ended June 30, 2012 Dollars in millions						
Commercial lending						
Commercial	137	\$ 128	\$ 3	\$ 44	\$ 53	\$100
Commercial real estate	34	100	17	43	29	89
Equipment lease financing	6	18	1		11	12
Total commercial lending	177	246	21	87	93	201
Consumer lending						
Home equity	2,186	143		112	30	142
Residential real estate	382	74		29	42	71
Credit card	4,651	35		33		33
Other consumer	413	10		1	9	10
Total consumer lending	7,632	262		175	81	256
Total TDRs	7,809	\$ 508	\$ 21	\$ 262	\$174	\$457

(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 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.

TDRs may result in charge-offs and interest income not being recognized. At or around the time of modification, the amount of principal balance of the TDRs charged off during the three and six months ended June 30, 2013 was not material. A financial effect of rate reduction TDRs is that interest income is not recognized. Interest income not recognized that otherwise would have been earned in the three and six months ended June 30, 2013 and 2012, respectively, related to both commercial TDRs and consumer TDRs was not material.

After a loan is determined to be a TDR, we continue to track its performance under its most recent restructured terms. In Table 74: TDRs which have Subsequently Defaulted, 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 or were subsequently modified during each 12-month period prior to the reporting periods preceding April 1, 2013, January 1, 2013, April 1, 2012 and January 1, 2012, respectively, and subsequently defaulted during these reporting periods.

Table of Contents

Table 74: TDRs which have Subsequently Defaulted

During the three months ended June 30, 2013
Dollars in millions

	Number of Contracts	Recorded Investment
Commercial lending		
Commercial	11	\$ 8
Commercial real estate	12	21
Total commercial lending (a)	23	29
Consumer lending		
Home equity	402	26
Residential real estate	251	35
Credit card	1,225	9
Other consumer	55	1
Total consumer lending	1,933	71
Total TDRs	1,956	\$ 100

During the three months ended June 30, 2012
Dollars in millions

	Number of Contracts	Recorded Investment
Commercial lending		
Commercial	27	\$ 5
Commercial real estate	15	35
Equipment lease financing	5	11
Total commercial lending	47	51
Consumer lending		
Home equity	161	14
Residential real estate	144	23
Credit card	2,114	15
Other consumer	39	1
Total consumer lending	2,458	53
Total TDRs	2,505	\$ 104

Table of Contents

During the six months ended June 30, 2013
Dollars in millions

	Number of Contracts	Recorded Investment
Commercial lending		
Commercial	26	\$ 18
Commercial real estate	18	31
Total commercial lending (a)	44	49
Consumer lending		
Home equity	565	37
Residential real estate	353	49
Credit card	2,373	18
Other consumer	88	2
Total consumer lending	3,379	106
Total TDRs	3,423	\$ 155

During the six months ended June 30, 2012
Dollars in millions

	Number of Contracts	Recorded Investment
Commercial lending		
Commercial	58	\$ 15
Commercial real estate	23	40
Equipment lease financing	5	11
Total commercial lending	86	66
Consumer lending		
Home equity	366	33
Residential real estate	307	46
Credit card	2,815	20
Other consumer	76	3
Total consumer lending	3,564	102
Total TDRs	3,650	\$ 168

(a) During the three and six months ended June 30, 2013, there were no loans classified as TDRs in the Equipment lease financing 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, consideration of collateral value, and/or the application of a present value discount rate, when compared to the recorded investment, results in a charge-off or increased ALLL. As TDRs are individually evaluated under the specific reserve methodology, which builds in expectations of future performance, subsequent defaults do not generally have a significant additional impact to the ALLL.

For consumer lending TDRs, except TDRs resulting from borrowers that have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligations to PNC, 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 due to the application of a present value discount rate or the consideration of collateral value, when compared to the recorded investment, results in increased ALLL or a charge-off. See Note 1 Accounting Policies for information on how the ALLL is determined for loans where borrowers have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligation to PNC.

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, loans accounted for under the fair value option, smaller balance homogeneous type loans and purchased impaired loans. See Note 6 Purchased Loans for additional information. Nonperforming equipment lease financing loans of \$7 million and \$12 million at June 30, 2013, and December 31, 2012, 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 six months ended June 30, 2013 and June 30, 2012. The following table provides further detail on impaired loans individually

Table of Contents

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.

Table 75: Impaired Loans

In millions	Unpaid Principal Balance	Recorded Investment (a)	Associated Allowance (b)	Average Recorded Investment (a)
June 30, 2013				
<u>Impaired loans with an associated allowance</u>				
Commercial	\$ 636	\$ 444	\$ 117	\$ 475
Commercial real estate	702	481	111	548
Home equity	1,033	1,012	354	1,014
Residential real estate	589	479	86	589
Credit card	209	208	39	202
Other consumer	64	53	3	73
Total impaired loans with an associated allowance	\$3,233	\$ 2,677	\$ 710	\$ 2,901
<u>Impaired loans without an associated allowance</u>				
Commercial	\$ 376	\$ 155		\$ 141
Commercial real estate	531	359		363
Home equity	292	118		107
Residential real estate	395	373		279
Total impaired loans without an associated allowance	\$1,594	\$ 1,005		\$ 890
Total impaired loans	\$4,827	\$ 3,682	\$ 710	\$ 3,791
December 31, 2012				
<u>Impaired loans with an associated allowance</u>				
Commercial	\$ 824	\$ 523	\$ 150	\$ 653
Commercial real estate	851	594	143	778
Home equity	1,070	1,013	328	851
Residential real estate	778	663	168	700
Credit card	204	204	48	227
Other consumer	104	86	3	63
Total impaired loans with an associated allowance	\$3,831	\$ 3,083	\$ 840	\$ 3,272
<u>Impaired loans without an associated allowance</u>				
Commercial	\$ 362	\$ 126		\$ 157
Commercial real estate	562	355		400
Home equity	169	121		40
Residential real estate	316	231		77
Total impaired loans without an associated allowance	\$1,409	\$ 833		\$ 674
Total impaired loans	\$5,240	\$ 3,916	\$ 840	\$ 3,946

(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 six months ended June 30, 2013, and the year ended December 31, 2012, respectively.

(b) Associated allowance amounts include \$5 billion and \$6 billion for TDRs at June 30, 2013, and December 31, 2012, respectively.

NOTE 6 PURCHASED LOANS

PURCHASED IMPAIRED LOANS

Purchased impaired loan accounting addresses 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. 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). 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 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 undiscounted cash flows expected at acquisition over the estimated fair value is referred to as the accretable 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 accretable 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 accretable yield to nonaccretable difference. Prepayments and interest rate decreases for variable rate notes are treated as a reduction of expected and 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 following table provides purchased impaired loans at June 30, 2013 and December 31, 2012:

Table 76: Purchased Impaired Loans – Balances

In millions	June 30, 2013		December 31, 2012	
	Recorded Investment	Outstanding Balance	Recorded Investment	Outstanding Balance
Commercial lending				
Commercial	\$ 231	\$ 391	\$ 308	\$ 524
Commercial real estate	737	908	941	1,156
Total commercial lending	968	1,299	1,249	1,680
Consumer lending				
Consumer	2,474	2,754	2,621	2,988
Residential real estate	3,336	3,341	3,536	3,651
Total consumer lending	5,810	6,095	6,157	6,639
Total	\$ 6,778	\$ 7,394	\$ 7,406	\$ 8,319

During the first six months of 2013, \$90 million of provision and \$70 million of charge-offs were recorded on purchased impaired loans. At June 30, 2013, the allowance for loan and lease losses was \$1.1 billion on \$6.2 billion of purchased impaired loans while the remaining \$.6 billion of purchased impaired loans required no allowance as the net present value of expected cash flows equaled or exceeded the recorded investment. As of December 31, 2012, the allowance for loan and lease losses related to purchased impaired loans was \$1.1 billion. If any allowance for loan losses is recognized on a purchased impaired pool, which is accounted for as a single asset, the entire balance of that pool would be disclosed as requiring an allowance. 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 will be recognized prospectively. Disposals of loans, which may include sales of loans or foreclosures, result in removal of the loan for cash flow estimation purposes. The cash flow re-estimation process is completed quarterly to evaluate the appropriateness of the allowance associated with the purchased impaired loans.

Activity for the accretable yield for the first six months of 2013 follows:

Table 77: Purchased Impaired Loans – Accretable Yield

In millions	2013
January 1	\$2,166
Accretion (including excess cash recoveries)	(368)
Net reclassifications to accretable from non-accretable (a)	379
Disposals	(13)
June 30	\$2,164

(a) Approximately 58% of the net reclassifications were driven by the consumer portfolio and were due to improvements of cash expected to be collected on both RBC Bank (USA) and National City loans in future periods. The remaining net reclassifications were predominantly due to future cash flow changes in the commercial portfolio.

NOTE 7 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: (i) asset specific/individual impaired reserves, (ii) quantitative (formulaic or pooled) reserves and (iii) qualitative (judgmental) reserves. See Note 6 Purchased Loans for additional ALLL information. The reserve calculation and determination process is dependent on the use of key assumptions. Key reserve assumptions and estimation processes react to and are influenced by observed changes in loan portfolio performance experience, the financial strength of the borrower, and economic conditions. Key reserve assumptions are periodically updated.

ASSET SPECIFIC/INDIVIDUAL COMPONENT

Commercial nonperforming loans and all TDRs are considered impaired and are evaluated for 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 outstanding balance of the loan. Based upon loan risk ratings, we assign PDs and LGDs. Each of these statistical parameters is determined based on internal historical data and 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 that 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,
- Model imprecision,
- Changes in lending policies and procedures,
- Timing of available information, including the performance of first lien positions, and
- Limitations of available historical data.

ALLOWANCE FOR RBC BANK (USA) PURCHASED NON-IMPAIRED LOANS

ALLL for RBC Bank (USA) purchased non-impaired loans is determined based upon the methodologies described above compared to the remaining acquisition date fair value discount that has yet to be accreted into interest income. After making the comparison, an ALLL is recorded for the amount greater than the discount, or no ALLL is recorded if the discount is greater.

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 the 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.

[Table of Contents](#)
Table 78: Rollforward of Allowance for Loan and Lease Losses and Associated Loan Data

In millions	Commercial Lending	Consumer Lending	Total
June 30, 2013			
<u>Allowance for Loan and Lease Losses</u>			
January 1	\$ 1,774	\$ 2,262	\$ 4,036
Charge-offs	(336)	(589)	(925)
Recoveries	185	76	261
Net charge-offs	(151)	(513)	(664)
Provision for credit losses	28	365	393
Net change in allowance for unfunded loan commitments and letters of credit	8		8
Other	(1)		(1)
June 30	\$ 1,658	\$ 2,114	\$ 3,772
TDRs individually evaluated for impairment	\$ 25	\$ 482	\$ 507
Other loans individually evaluated for impairment	203		203
Loans collectively evaluated for impairment	1,247	698	1,945
Purchased impaired loans	183	934	1,117
June 30	\$ 1,658	\$ 2,114	\$ 3,772
<u>Loan Portfolio</u>			
TDRs individually evaluated for impairment	\$ 599	\$ 2,243	\$ 2,842
Other loans individually evaluated for impairment	840		840
Loans collectively evaluated for impairment (a)	110,863	68,452	179,315
Purchased impaired loans	968	5,810	6,778
June 30	\$113,270	\$76,505	\$189,775
Portfolio Segment ALLL as a percentage of total ALLL	44%	56%	100%
Ratio of the allowance for loan and lease losses to total loans	1.46%	2.76%	1.99%
June 30, 2012			
<u>Allowance for Loan and Lease Losses</u>			
January 1	\$ 1,995	\$ 2,352	\$ 4,347
Charge-offs	(403)	(526)	(929)
Recoveries	214	67	281
Net charge-offs	(189)	(459)	(648)
Provision for credit losses	88	353	441
Net change in allowance for unfunded loan commitments and letters of credit	7	9	16
June 30	\$ 1,901	\$ 2,255	\$ 4,156
TDRs individually evaluated for impairment	\$ 45	\$ 527	\$ 572
Other loans individually evaluated for impairment	419		419
Loans collectively evaluated for impairment	1,210	920	2,130
Purchased impaired loans	227	808	1,035
June 30	\$ 1,901	\$ 2,255	\$ 4,156
<u>Loan Portfolio</u>			
TDRs individually evaluated for impairment	\$ 483	\$ 1,836	\$ 2,319
Other loans individually evaluated for impairment	1,523		1,523
Loans collectively evaluated for impairment	100,607	67,893	168,500
Purchased impaired loans	1,532	6,551	8,083
June 30	\$104,145	\$76,280	\$180,425
Portfolio segment ALLL as a percentage of total ALLL	46%	54%	100%
Ratio of the allowance for loan and lease losses to total loans	1.83%	2.96%	2.30%

(a) Includes \$291 million of loans collectively evaluated for impairment based upon collateral values and written down to the respective collateral value less costs to sell. Accordingly, there is no allowance recorded for these loans.

[Table of Contents](#)

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. See Note 1 Accounting Policies for additional information.

Table 79: Rollforward of Allowance for Unfunded Loan Commitments and Letters of Credit

In millions	2013	2012
January 1	\$250	\$240
Net change in allowance for unfunded loan commitments and letters of credit	(8)	(16)
June 30	\$242	\$224

[Table of Contents](#)

NOTE 8 INVESTMENT SECURITIES

Table 80: Investment Securities Summary

In millions	Amortized Cost	Unrealized		Fair Value
		Gains	Losses	
June 30, 2013				
Securities Available for Sale				
Debt securities				
U.S. Treasury and government agencies	\$ 2,052	\$ 158		\$ 2,210
Residential mortgage-backed				
Agency	23,915	514	\$ (181)	24,248
Non-agency	5,816	292	(256)	5,852
Commercial mortgage-backed				
Agency	574	22	(1)	595
Non-agency	3,560	135	(16)	3,679
Asset-backed	6,036	57	(59)	6,034
State and municipal	2,193	64	(40)	2,217
Other debt	2,733	60	(26)	2,767
Total debt securities	46,879	1,302	(579)	47,602
Corporate stocks and other	297			297
Total securities available for sale	\$ 47,176	\$ 1,302	\$ (579)	\$47,899
Securities Held to Maturity				
Debt securities				
U.S. Treasury and government agencies	\$ 234	\$ 21		\$ 255
Residential mortgage-backed (agency)	3,773	84	\$ (32)	3,825
Commercial mortgage-backed				
Agency	1,262	57		1,319
Non-agency	2,193	42	(4)	2,231
Asset-backed	1,100	3	(3)	1,100
State and municipal	639	19		658
Other debt	349	12		361
Total securities held to maturity	\$ 9,550	\$ 238	\$ (39)	\$ 9,749
December 31, 2012				
Securities Available for Sale				
Debt securities				
U.S. Treasury and government agencies	\$ 2,868	\$ 245		\$ 3,113
Residential mortgage-backed				
Agency	25,844	952	\$ (12)	26,784
Non-agency	6,102	314	(309)	6,107
Commercial mortgage-backed				
Agency	602	31		633
Non-agency	3,055	210	(1)	3,264
Asset-backed	5,667	65	(79)	5,653
State and municipal	2,197	111	(21)	2,287
Other debt	2,745	103	(4)	2,844
Total debt securities	49,080	2,031	(426)	50,685
Corporate stocks and other	367			367
Total securities available for sale	\$ 49,447	\$2,031	\$ (426)	\$51,052
Securities Held to Maturity				
Debt securities				
U.S. Treasury and government agencies	\$ 230	\$ 47		\$ 277
Residential mortgage-backed (agency)	4,380	202		4,582
Commercial mortgage-backed				
Agency	1,287	87		1,374
Non-agency	2,582	85		2,667
Asset-backed	858	5		863
State and municipal	664	61		725
Other debt	353	19		372
Total securities held to maturity	\$ 10,354	\$ 506		\$10,860

Table of Contents

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 June 30, 2013, accumulated other comprehensive income included pretax gains of \$73 million from derivatives that hedged 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 \$39 million at June 30, 2013 and less than \$1 million at December 31, 2012, with \$1.6 billion and \$73 million of positions in a continuous loss position for less than 12 months at June 30, 2013 and December 31, 2012, respectively. The fair value of debt securities held to maturity that were in a continuous loss position for 12 months or more was \$35 million and \$56 million at June 30, 2013 and December 31, 2012, respectively.

Table 81: Gross Unrealized Loss and Fair Value of Securities Available for Sale presents gross unrealized loss and fair value of securities available for sale at June 30, 2013 and December 31, 2012. 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 income (loss).

Table 81: 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
June 30, 2013						
Debt securities						
Residential mortgage-backed						
Agency	\$ (176)	\$ 8,046	\$ (5)	\$ 163	\$ (181)	\$ 8,209
Non-agency	(53)	1,563	(203)	1,877	(256)	3,440
Commercial mortgage-backed						
Agency	(1)	32			(1)	32
Non-agency	(16)	1,039			(16)	1,039
Asset-backed	(8)	1,055	(51)	228	(59)	1,283
State and municipal	(22)	818	(18)	274	(40)	1,092
Other debt	(25)	867	(1)	16	(26)	883
Total	\$ (301)	\$13,420	\$ (278)	\$2,558	\$ (579)	\$15,978
December 31, 2012						
Debt securities						
Residential mortgage-backed						
Agency	\$ (9)	\$ 1,128	\$ (3)	\$ 121	\$ (12)	\$ 1,249
Non-agency	(3)	219	(306)	3,185	(309)	3,404
Commercial mortgage-backed						
Non-agency	(1)	60			(1)	60
Asset-backed	(1)	370	(78)	625	(79)	995
State and municipal	(2)	240	(19)	518	(21)	758
Other debt	(2)	61	(2)	15	(4)	76
Total	\$ (18)	\$ 2,078	\$ (408)	\$4,464	\$ (426)	\$ 6,542

EVALUATING INVESTMENT SECURITIES FOR OTHER-THAN-TEMPORARY IMPAIRMENTS

For the securities in the preceding table, as of June 30, 2013 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. For those securities in an unrealized loss position we 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

Table of Contents

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 income (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. 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 U.S. government or its agencies.

NON-AGENCY RESIDENTIAL MORTGAGE-BACKED SECURITIES AND ASSET-BACKED SECURITIES COLLATERALIZED BY FIRST-LIEN AND SECOND-LIEN NON-AGENCY 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 expect that 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 non-agency residential mortgage loans.

Table 82: Credit Impairment Assessment Assumptions – Non-Agency Residential Mortgage-Backed and Asset-Backed Securities (a)

June 30, 2013	Range	Weighted-average (b)
Long-term prepayment rate (annual CPR)		
Prime	7-20%	14%
Alt-A	5-12	6
Option ARM	3-6	3
Remaining collateral expected to default		
Prime	1-45%	18%
Alt-A	7-57	33
Option ARM	16-69	48
Loss severity		
Prime	25-71%	43%
Alt-A	30-85	56
Option ARM	40-70	59

(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.

Table of Contents

During the second quarter and first six months of 2013 and 2012, respectively, the OTTI credit losses recognized in noninterest income and the OTTI noncredit losses recognized in accumulated other comprehensive income (loss), net of tax, on securities that we do not expect to sell were as follows:

Table 83: Other-Than-Temporary Impairments

In millions	Three months ended June 30		Six months ended June 30	
	2013	2012	2013	2012
Credit portion of OTTI losses				
Available for sale securities:				
Non-agency residential mortgage-backed	\$ (3)	\$ (31)	\$ (10)	\$ (63)
Asset-backed	(1)	(3)	(4)	(8)
Other debt				(1)
Total credit portion of OTTI losses	(4)	(34)	(14)	(72)
Noncredit portion of OTTI (losses) recoveries	(6)	2	3	24
Total OTTI losses	\$ (10)	\$ (32)	(11)	(48)

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 income (loss).

Table 84: Rollforward of Cumulative OTTI Credit Losses Recognized in Earnings

In millions	Non-agency residential mortgage-backed	Non-agency commercial mortgage-backed	Asset-backed	Other debt	Total
For the three months ended June 30, 2013					
March 31, 2013	\$ (887)	\$ (6)	\$ (258)	\$ (14)	\$(1,165)
Additional loss where credit impairment was previously recognized	(3)		(1)		(4)
Reduction due to credit impaired securities sold or matured	5				5
June 30, 2013	\$ (885)	\$ (6)	\$ (259)	\$ (14)	\$(1,164)

In millions	Non-agency residential mortgage-backed	Non-agency commercial mortgage-backed	Asset-backed	Other debt	Total
For the three months ended June 30, 2012					
March 31, 2012	\$ (859)	\$ (6)	\$ (249)	\$ (14)	\$(1,128)
Loss where impairment was not previously recognized	(1)				(1)
Additional loss where credit impairment was previously recognized	(30)		(3)		(33)
June 30, 2012	\$ (890)	\$ (6)	\$ (252)	\$ (14)	\$(1,162)

In millions	Non-agency residential mortgage-backed	Non-agency commercial mortgage-backed	Asset-backed	Other debt	Total
For the six months ended June 30, 2013					
December 31, 2012	\$ (926)	\$ (6)	\$ (255)	\$ (14)	\$(1,201)
Additional loss where credit impairment was previously recognized	(10)		(4)		(14)
Reduction due to credit impaired securities sold or matured	51				51
June 30, 2013	\$ (885)	\$ (6)	\$ (259)	\$ (14)	\$(1,164)

In millions	Non-agency residential mortgage-backed	Non-agency commercial mortgage-backed	Asset-backed	Other debt	Total
For the six months ended June 30, 2012					
December 31, 2011	\$ (828)	\$ (6)	\$ (244)	\$ (13)	\$(1,091)
Loss where impairment was not previously recognized	(2)			(1)	(3)
Additional loss where credit impairment was previously recognized	(61)		(8)		(69)
Reduction due to credit impaired securities sold or matured	1				1
June 30, 2012	\$ (890)	\$ (6)	\$ (252)	\$ (14)	\$(1,162)

Table of Contents

Information relating to gross realized securities gains and losses from the sales of securities is set forth in the following table.

Table 85: Gains (Losses) on Sales of Securities Available for Sale

In millions	Proceeds	Gross Gains	Gross Losses	Net Gains	Tax Expense
For the six months ended June 30					
2013	\$3,877	\$ 98	\$ (23)	\$ 75	\$ 26
2012	6,607	129	(10)	119	42

The following table presents, by remaining contractual maturity, the amortized cost, fair value and weighted-average yield of debt securities at June 30, 2013.

Table 86: Contractual Maturity of Debt Securities

June 30, 2013 Dollars in millions	1 Year or Less	After 1 Year through 5 Years	After 5 Years through 10 Years	After 10 Years	Total
Securities Available for Sale					
U.S. Treasury and government agencies	\$ 1	\$ 1,082	\$ 804	\$ 165	\$ 2,052
Residential mortgage-backed					
Agency	1	33	513	23,368	23,915
Non-agency		12	2	5,802	5,816
Commercial mortgage-backed					
Agency	10	528	36		574
Non-agency	75	59	105	3,321	3,560
Asset-backed	5	1,088	2,138	2,805	6,036
State and municipal	12	116	389	1,676	2,193
Other debt	524	1,337	529	343	2,733
Total debt securities available for sale	\$ 628	\$ 4,255	\$ 4,516	\$37,480	\$46,879
Fair value	\$ 635	\$ 4,356	\$ 4,658	\$37,953	\$47,602
Weighted-average yield, GAAP basis	2.72%	2.45%	2.38%	3.30%	3.13%
Securities Held to Maturity					
U.S. Treasury and government agencies				\$ 234	\$ 234
Residential mortgage-backed (agency)				3,773	3,773
Commercial mortgage-backed					
Agency		\$ 423	\$ 834	5	1,262
Non-agency		51		2,142	2,193
Asset-backed		60	80	960	1,100
State and municipal		34	282	323	639
Other debt		1	348		349
Total debt securities held to maturity		\$ 569	\$ 1,544	\$ 7,437	\$ 9,550
Fair value		\$ 583	\$ 1,607	\$ 7,559	\$ 9,749
Weighted-average yield, GAAP basis		3.32%	3.42%	3.82%	3.72%

Table of Contents

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 June 30, 2013:

Table 87: Weighted-Average Expected Maturity of Mortgage and Other Asset-Backed Debt Securities

June 30, 2013	Years
Agency residential mortgage-backed securities	4.6
Non-agency residential mortgage-backed securities	5.9
Agency commercial mortgage-backed securities	4.2
Non-agency commercial mortgage-backed securities	2.4
Asset-backed securities	3.8

Weighted-average yields are based on historical cost with effective yields weighted for the contractual maturity of each security. At June 30, 2013, there were no securities of a single issuer, other than FNMA, 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.

Table 88: Fair Value of Securities Pledged and Accepted as Collateral

In millions	June 30 2013	December 31 2012
Pledged to others	\$23,058	\$ 25,648
Accepted from others:		
Permitted by contract or custom to sell or repledge	1,122	1,015
Permitted amount repledged to others	888	685

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 9 FAIR VALUE

FAIR VALUE MEASUREMENT

GAAP establishes a fair value reporting hierarchy to maximize the use of observable inputs when measuring fair value. There are three levels of inputs used to measure fair value. For more information regarding the fair value hierarchy and the valuation methodologies for assets and liabilities measured at fair value on a recurring basis, see Note 9 Fair Value in our Notes To Consolidated Financial Statements under Item 8 of our 2012 Form 10-K.

VALUATION PROCESSES

We have various processes and controls in place to help ensure that fair value is reasonably estimated. Any models used to determine fair values or to validate dealer quotes are subject to review and independent testing as part of our model validation and internal control testing processes. Our Model Risk Management Committee reviews significant models at least annually. In addition, we have teams independent of the traders that 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

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.

For more information regarding the fair value of financial instruments accounted for at fair value on a recurring basis, see Note 9 Fair Value in our Notes To Consolidated Financial Statements under Item 8 of our 2012 Form 10-K.

The following disclosures for financial instruments accounted for at fair value have been updated during the first six months of 2013:

LOANS

Loans accounted for at fair value consist primarily of residential mortgage loans. These loans are generally valued similarly to residential mortgage loans held for sale and are classified as Level 2. However, similar to residential mortgage loans held for sale, if these loans are repurchased and unsalable, they are classified as Level 3. During the first quarter of 2013, we have elected to account for certain home equity lines of credit at fair value. These loans are classified as Level 3. 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, unobservable bid information from brokers and investors is heavily relied upon. Accordingly, based on the significance of unobservable inputs, these loans are classified as Level 3. The fair value of these loans is included in the Loans – Home equity line item in Table 91: Fair Value Measurement – Recurring Quantitative Information in this Note 9 for both June 30, 2013 and December 31, 2012. 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 BORROWED FUNDS

During the first quarter of 2013, we have elected to account for certain other borrowed funds consisting primarily of secured debt at fair value. These other borrowed funds are classified as Level 3. Significant unobservable inputs for these borrowed funds include credit and liquidity discount and spread over the benchmark curve. Significant increases (decreases) in these assumptions would result in a significantly lower (higher) fair value measurement.

FINANCIAL DERIVATIVES

In connection with the sales of a portion of our Visa Class B common shares in the second quarter of 2013 and the second half of 2012, we entered into swap agreements with the purchaser of the shares to account for future changes in the value of the Class B common shares resulting from changes in the settlement of certain specified litigation and its effect on the conversion rate of Class B common shares into Visa Class A common shares and to make payments calculated by reference to the market price of the Class A common shares and a fixed rate of interest. The swaps are classified as Level 3 instruments and the fair values of the liability positions totaled \$61 million at June 30, 2013 and \$43 million at December 31, 2012, respectively.

Table of Contents

Assets and liabilities measured at fair value on a recurring basis, including instruments for which PNC has elected the fair value option, follow.

Table 89: Fair Value Measurements – Summary

In millions	June 30, 2013				December 31, 2012			
	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
Assets								
Securities available for sale								
U.S. Treasury and government agencies	\$ 1,480	\$ 730		\$ 2,210	\$ 2,269	\$ 844		\$ 3,113
Residential mortgage-backed								
Agency		24,248		24,248		26,784		26,784
Non-agency		141	\$ 5,711	5,852			\$ 6,107	6,107
Commercial mortgage-backed								
Agency		595		595		633		633
Non-agency		3,679		3,679		3,264		3,264
Asset-backed		5,362	672	6,034		4,945	708	5,653
State and municipal		1,886	331	2,217		1,948	339	2,287
Other debt		2,719	48	2,767		2,796	48	2,844
Total debt securities	1,480	39,360	6,762	47,602	2,269	41,214	7,202	50,685
Corporate stocks and other	281	16		297	351	16		367
Total securities available for sale	1,761	39,376	6,762	47,899	2,620	41,230	7,202	51,052
Financial derivatives (a) (b)								
Interest rate contracts	27	6,248	50	6,325	5	8,326	101	8,432
Other contracts		259	1	260		131	5	136
Total financial derivatives	27	6,507	51	6,585	5	8,457	106	8,568
Residential mortgage loans held for sale (c)		2,216	30	2,246		2,069	27	2,096
Trading securities (d)								
Debt (e) (f)	1,277	781	32	2,090	1,062	951	32	2,045
Equity	19			19	42	9		51
Total trading securities	1,296	781	32	2,109	1,104	960	32	2,096
Trading loans		21		21		76		76
Residential mortgage servicing rights (g)			975	975			650	650
Commercial mortgage loans held for sale (c)			635	635			772	772
Equity investments								
Direct investments			1,115	1,115			1,171	1,171
Indirect investments (h)			623	623			642	642
Total equity investments			1,738	1,738			1,813	1,813
Customer resale agreements (i)		210		210		256		256
Loans (j)		500	311	811		110	134	244
Other assets								
BlackRock Series C Preferred Stock (k)			270	270			243	243
Other	330	189	8	527	283	194	9	486
Total other assets	330	189	278	797	283	194	252	729
Total assets	\$ 3,414	\$ 49,800	\$ 10,812	\$ 64,026	\$ 4,012	\$ 53,352	\$ 10,988	\$ 68,352
Liabilities								
Financial derivatives (b) (l)								
Interest rate contracts	\$ 12	\$ 4,771	\$ 48	\$ 4,831	\$ 1	\$ 6,105	\$ 12	\$ 6,118
BlackRock LTIP			270	270			243	243
Other contracts		164	65	229		128	121	249
Total financial derivatives	12	4,935	383	5,330	1	6,233	376	6,610
Trading securities sold short (m)								
Debt	929	3		932	731	10		741
Total trading securities sold short	929	3		932	731	10		741
Other borrowed funds			195	195				
Other liabilities						5		5
Total liabilities	\$ 941	\$ 4,938	\$ 578	\$ 6,457	\$ 732	\$ 6,248	\$ 376	\$ 7,356

Table of Contents

- (a) Included in Other assets on our Consolidated Balance Sheet.
- (b) Amounts at June 30, 2013 and December 31, 2012 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. The net asset amounts were \$2.2 billion at June 30, 2013 compared with \$2.4 billion at December 31, 2012 and the net liability amounts were \$1.1 billion and \$6.6 billion, respectively.
- (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 losses of \$13 million at June 30, 2013 compared with net unrealized gains of \$59 million at December 31, 2012.
- (e) Approximately 23% of these securities are residential mortgage-backed securities and 61% are U.S. Treasury and government agencies securities at June 30, 2013. Comparable amounts at December 31, 2012 were 25% and 52%, respectively.
- (f) At both June 30, 2013 and December 31, 2012, the balance of residential mortgage-backed agency securities with embedded derivatives carried in Trading securities was zero.
- (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, which we expect to occur over the next twelve years. The amount of unfunded contractual commitments related to indirect equity investments was \$134 million and related to direct equity investments was \$37 million as of June 30, 2013, respectively.
- (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 and six months ended June 30, 2013 and 2012 follow.

Table 90: Reconciliation of Level 3 Assets and Liabilities

Three Months Ended June 30, 2013

Level 3 Instruments Only In millions	Total realized / unrealized gains or losses for the period (a)										Unrealized gains (losses) on assets and liabilities held on Consolidated Balance Sheet at June 30, 2013 (c)
	Fair Value March 31, 2013	Included in Earnings	Included in Other comprehensive income	Purchases	Sales	Issuances	Settlements	Transfers into Level 3 (b)	Transfers out of Level 3 (b)	Fair Value June 30, 2013	
Assets											
Securities available for sale											
Residential mortgage-backed non-agency	\$ 6,038	\$ 47	\$ (100)				\$ (274)			\$ 5,711	\$ (3)
Commercial mortgage-backed non-agency		2					(2)				
Asset-backed	701	1	4				(34)			672	(1)
State and municipal	330		(2)	\$ 4			(1)			331	
Other debt	49			1	\$ (2)					48	
Total securities available for sale	7,118	50	(98)	5	(2)		(311)			6,762	(4)
Financial derivatives	93	64		1			(105)		\$ (2)	51	50
Residential mortgage loans held for sale	44			21	(1)		1	\$ 3	(38)	30	
Trading securities – Debt	32									32	
Residential mortgage servicing rights	779	208				\$ 43	(55)			975	208
Commercial mortgage loans held for sale	769	(13)			(100)		(21)			635	(14)
Equity investments											
Direct investments	1,193	15		49	(142)					1,115	
Indirect investments	627	20		6	(30)					623	20
Total equity investments	1,820	35		55	(172)					1,738	20
Loans	272	16					(10)	45	(12)	311	12
Other assets											
BlackRock Series C Preferred Stock	270									270	
Other	9		(1)							8	
Total other assets	279		(1)							278	
Total assets	\$ 11,206	\$ 360 (e)	\$ (99)	\$ 82	\$ (275)	\$ 43	\$ (501)	\$ 48	\$ (52)	\$10,812	\$ 272 (f)
Liabilities											
Financial derivatives (d)	400	84			1		(102)			383	16
Other borrowed funds	130	3					62			195	
Total liabilities	\$ 530	\$ 87 (e)			\$ 1		\$ (40)			\$ 578	\$ 16 (f)

[Table of Contents](#)

Three Months Ended June 30, 2012

		Total realized / unrealized gains or losses for the period (a)									Unrealized gains (losses) on assets and liabilities held on Consolidated Balance Sheet at June 30, 2012 (c)
Level 3 Instruments Only	Fair Value March 31, 2012	Included in Earnings	Included in Other comprehensive income	Purchases	Sales	Issuances	Settlements	Transfers out of Level 3 (b)	Fair Value June 30, 2012		
In millions											
Assets											
Securities available for sale											
Residential mortgage-backed non-agency	\$ 6,121	\$ 20	\$ (34)	\$ 47			\$ (267)		\$ 5,887	\$ (31)	
Commercial mortgage-backed non-agency		1					(1)				
Asset-backed	752	(1)	17		\$ (47)		(33)		688	(3)	
State and municipal	336	1							337		
Other debt	55			3	(3)				55		
Total securities available for sale	7,264	21	(17)	50	(50)		(301)		6,967	(34)	
Financial derivatives	84	115		1			(82)	\$ (1)	117	123	
Trading securities – Debt	39	2							41	1	
Residential mortgage servicing rights	724	(126)				\$ 24	(41)		581	(124)	
Commercial mortgage loans held for sale	840	4					(7)		837	(2)	
Equity investments											
Direct investments	865	20		116	(44)				957	20	
Indirect investments	657	37		19	(36)				677	35	
Total equity investments	1,522	57		135	(80)				1,634	55	
Loans	6			1					7		
Other assets											
BlackRock Series C Preferred Stock	241	(41)							200	(41)	
Other	7								7		
Total other assets	248	(41)							207	(41)	
Total assets	\$10,727	\$ 32 (e)	\$ (17)	\$ 187	\$(130)	\$ 24	\$ (431)	\$ (1)	\$10,391	\$ (22) (f)	
Total liabilities (d)	\$ 334	\$ (56) (e)			\$ 1		\$ 10		\$ 289	\$ (40) (f)	

[Table of Contents](#)
Six Months Ended June 30, 2013

			Total realized / unrealized gains or losses for the period (a)									Unrealized gains (losses) on assets and liabilities held on Consolidated Balance Sheet at June 30, 2013 (c)
Level 3 Instruments Only	Fair Value Dec. 31, 2012	Included in Earnings	Included in Other comprehensive income	Purchases	Sales	Issuances	Settlements	Transfers into Level 3 (b)	Transfers out of Level 3 (b)	Fair Value June 30, 2013		
In millions												
Assets												
Securities available for sale												
Residential mortgage-backed non-agency	\$ 6,107	\$ 90	\$ 39				\$ (525)			\$ 5,711	\$ (10)	
Commercial mortgage-backed non-agency		3					(3)					
Asset-backed	708	4	29				(69)			672	(4)	
State and municipal	339	1		\$ 4			(13)			331		
Other debt	48			2	\$ (2)					48		
Total securities available for sale	7,202	98	68	6	(2)		(610)			6,762	(14)	
Financial derivatives	106	153		2			(208)		\$ (2)	51	113	
Residential mortgage loans held for sale	27	1		49	(1)		1	\$ 6	(53)	30	1	
Trading securities – Debt	32									32		
Residential mortgage servicing rights	650	286		64		\$ 80	(105)			975	279	
Commercial mortgage loans held for sale	772	(12)			(102)		(23)			635	(13)	
Equity investments												
Direct investments	1,171	34		63	(153)					1,115	14	
Indirect investments	642	33		10	(62)					623	33	
Total equity investments	1,813	67		73	(215)					1,738	47	
Loans	134	21					115	57	(16)	311	17	
Other assets												
BlackRock Series C Preferred Stock	243	60					(33)			270	60	
Other	9		(1)							8		
Total other assets	252	60	(1)				(33)			278	60	
Total assets	\$ 10,988	\$ 674 (e)	\$ 67	\$ 194	\$(320)	\$ 80	\$ (863)	\$ 63	\$ (71)	\$10,812	\$ 490 (f)	
Liabilities												
Financial derivatives (d)	376	160			1		(154)			383	77	
Other borrowed funds		3					192			195		
Total liabilities	\$ 376	\$ 163 (e)			\$ 1		\$ 38			\$ 578	\$ 77 (f)	

Table of Contents

Six Months Ended June 30, 2012

	Total realized / unrealized gains or losses for the period (a)										Unrealized gains (losses) on assets and liabilities held on Consolidated Balance Sheet at June 30, 2012 (c)
Level 3 Instruments Only In millions	Fair Value Dec. 31, 2011	Included in Earnings	Included in Other comprehensive income	Purchases	Sales	Issuances	Settlements	Transfers into Level 3 (b)	Transfers out of Level 3 (b)	Fair Value June 30, 2012	
Assets											
Securities available for sale											
Residential mortgage-backed non-agency	\$ 5,557	\$ 11	\$ 486	\$ 47	\$(163)		\$ (509)	\$ 458		\$ 5,887	\$ (63)
Commercial mortgage backed non-agency		2					(2)				
Asset-backed	787	(7)	59		(87)		(64)			688	(8)
State and municipal	336		3				(2)			337	
Other debt	49	(1)	1	9	(3)					55	(1)
Total securities available for sale	6,729	5	549	56	(253)		(577)	458		6,967	(72)
Financial derivatives	67	195		4			(150)	3	(2)	117	176
Trading securities – Debt	39	3					(1)			41	2
Residential mortgage servicing rights	647	(106)		64		\$ 53	(77)			581	(104)
Commercial mortgage loans held for sale	843	(2)			(4)					837	(4)
Equity investments											
Direct investments	856	42		159	(100)					957	41
Indirect investments	648	68		30	(69)					677	65
Total equity investments	1,504	110		189	(169)					1,634	106
Loans	5			2						7	
Other assets											
BlackRock Series C Preferred Stock	210	(10)								200	(10)
Other	7									7	
Total other assets	217	(10)								207	(10)
Total assets	\$ 10,051	\$ 195 (e)	\$ 549	\$ 315	\$(426)	\$ 53	\$ (805)	\$ 461	\$ (2)	\$ 10,391	\$ 94 (f)
Total liabilities (d)	\$ 308	\$ 21 (e)			\$ 1		\$ (40)	\$ 1	\$ (2)	\$ 289	\$ (8) (f)

(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) The amount of the total gains or losses for the period included in earnings that is attributable to the change in unrealized gains or losses related to those assets and liabilities held at the end of the reporting period.

(d) Financial derivatives, which include swaps entered into in connection with sales of certain Visa Class B common shares.

(e) Net gains (realized and unrealized) included in earnings relating to Level 3 assets and liabilities were \$273 million for the second quarter of 2013, while for the first six months of 2013 there were \$511 million of net gains (realized and unrealized) included in earnings. The comparative amounts included net gains (realized and unrealized) of \$88 million for second quarter 2012 and net gains (realized and unrealized) of \$174 million for the first six months of 2012. These amounts also included amortization and accretion of \$54 million for the second quarter of 2013 and \$111 million for the first six months of 2013. The comparative amounts were \$54 million for the second quarter of 2012 and \$86 million for the first six months of 2012. The amortization and accretion amounts were included in Interest income on the Consolidated Income Statement, and the remaining net gains/(losses) (realized and unrealized) were included in Noninterest income on the Consolidated Income Statement.

(f) Net unrealized gains relating to those assets and liabilities held at the end of the reporting period were \$256 million for the second quarter of 2013, while for the first six months of 2013 there were \$413 million of net unrealized gains. The comparative amounts included net unrealized gains of \$18 million for the second quarter of 2012 and net unrealized gains of \$102 million for the first six months of 2012. These amounts were included in Noninterest income on the Consolidated Income Statement.

Table of Contents

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. PNC's policy is to recognize transfers in and transfers out as of the end of the reporting period. During the first six months of 2013, there were transfers of residential mortgage loans held for sale and loans from Level 2 to Level 3 of \$6 million and \$11 million, respectively, as a result of reduced market activity in the nonperforming residential mortgage sales market which reduced the observability of valuation inputs. Also during 2013, there were transfers out of Level 3 residential mortgage loans held for sale and loans of \$7 million and \$16 million, respectively, primarily due to the transfer of residential mortgage loans held for sale and loans to OREO. In addition, there was approximately \$46 million of Level 3 residential mortgage loans held for sale reclassified to Level 3 loans during the first six months of 2013 due to the loans being reclassified from held for sale loans to held in portfolio loans. This amount was included in Transfers out of Level 3 residential mortgages loans held for sale and Transfers into Level 3 loans within Table 90: Reconciliation of Level 3 Assets and Liabilities. In the comparable period of 2012, there were transfers of assets and liabilities from Level 2 to Level 3 of \$460 million consisting of mortgage-backed available for sale securities transferred as a result of a ratings downgrade which reduced the observability of valuation inputs.

Quantitative information about the significant unobservable inputs within Level 3 recurring assets and liabilities follows.

Table 91: Fair Value Measurement – Recurring Quantitative Information

June 30, 2013

Level 3 Instruments Only					
Dollars in millions		Fair Value	Valuation Techniques	Unobservable Inputs	Range (Weighted Average)
Residential mortgage-backed non-agency		\$ 5,711	Priced by a third-party vendor using a discounted cash flow pricing model (a)	Constant prepayment rate (CPR) Constant default rate (CDR) Loss Severity Spread over the benchmark curve (b)	1.0%-27.0%(5.0%) (a) 0%-22.0%(7.0%) (a) 6.0%-100%(51.0%) (a) 267bps weighted average (a)
Asset-backed		672	Priced by a third-party vendor using a discounted cash flow pricing model (a)	Constant prepayment rate (CPR) Constant default rate (CDR) Loss Severity Spread over the benchmark curve (b)	1.0%-11.0%(4.0%) (a) 3.0%-19.0%(10.0%) (a) 10.0%-100%(73.0%) (a) 358bps weighted average (a)
State and municipal		130	Discounted cash flow	Spread over the benchmark curve (b)	85bps-240bps (101bps)
Other debt		201	Consensus pricing (c)	Credit and Liquidity discount	0%-30.0%(8.0%)
Commercial mortgage loan commitments		48	Consensus pricing (c)	Credit and Liquidity discount	7.0%-95.0%(86.0%)
Trading securities - Debt		37	Discounted cash flow	Spread over the benchmark curve (b) Embedded servicing value	80bps-500bps (153bps) .8%-3.0% (1.1%)
Residential mortgage loans held for sale		32	Consensus pricing (c)	Credit and Liquidity discount	0%-20.0%(8.3%)
		30	Consensus pricing (c)	Cumulative default rate Loss Severity Gross discount rate	2.6%-100%(6.8%) 0%-86.7%(47.9%) 13.0%-14.0%(13.3%)
Residential mortgage servicing rights		975	Discounted cash flow	Constant prepayment rate (CPR) Spread over the benchmark curve (b)	3.8%-48.7%(10.1%) 939bps-1,918bps (1,096bps)
Commercial mortgage loans held for sale		635	Discounted cash flow	Spread over the benchmark curve (b)	460bps-5,160bps (947bps)
Equity investments - Direct investments		1,115	Multiple of adjusted earnings	Multiple of earnings	4.5x-9.5x (7.1x)
Equity investments - Indirect (d)		623	Net asset value	Net asset value	
Loans - Residential real estate		178	Consensus pricing (c)	Cumulative default rate Loss Severity Gross discount rate	2.6%-100%(85.7%) 0%-100%(52.9%) 12.0%
Loans - Home equity		133	Consensus pricing (c)	Credit and Liquidity discount	37.0%-99.0%(69.0%)
BlackRock Series C Preferred Stock		270	Consensus pricing (c)	Liquidity discount	20.0%
BlackRock LTIP		(270)	Consensus pricing (c)	Liquidity discount	20.0%
Swaps related to sales of certain Visa Class B common shares		(61)	Discounted cash flow	Estimated conversion factor of Class B shares into Class A shares Estimated growth rate of Visa Class A share price	41.5% 7.6%
Other borrowed funds (e)		(195)	Consensus pricing (c)	Credit and Liquidity discount Spread over the benchmark curve (b)	0%-99.0%(43.0%) 58bps
Insignificant Level 3 assets, net of liabilities (f)		(30)			
Total Level 3 assets, net of liabilities (g)		\$ 10,234			

Table of Contents

December 31, 2012

Level 3 Instruments Only

Dollars in millions	Fair Value	Valuation Techniques	Unobservable Inputs	Range (Weighted Average)
Residential mortgage-backed non-agency	\$ 6,107	Priced by a third-party vendor using a discounted cash flow pricing model (a)	Constant prepayment rate (CPR) Constant default rate (CDR) Loss Severity	1.0%-30.0%(5.0%) (a) 0%-24.0%(7.0%) (a) 10.0%-95.0%(52.0%) (a)
Asset-backed	708	Priced by a third-party vendor using a discounted cash flow pricing model (a)	Spread over the benchmark curve (b) Constant prepayment rate (CPR) Constant default rate (CDR) Loss Severity	315bps weighted average (a) 1.0%-11.0%(3.0%) (a) 1.0%-25.0%(9.0%) (a) 10.0%-100%(70.0%) (a)
State and municipal	130	Discounted cash flow	Spread over the benchmark curve (b)	511bps weighted average (a)
	209	Consensus pricing (c)	Spread over the benchmark curve (b)	100bps-280bps (119bps)
Other debt	48	Consensus pricing (c)	Credit and Liquidity discount	0%-30.0%(8.0%)
Residential mortgage loan commitments	85	Discounted cash flow	Credit and Liquidity discount	7.0%-95.0%(86.0%)
			Probability of funding	8.5%-99.0%(71.1%)
Trading securities - Debt	32	Consensus pricing (c)	Embedded servicing value	.5%-1.2%(.9%)
Residential mortgage loans held for sale	27	Consensus pricing (c)	Credit and Liquidity discount	8.0%-20.0%(12.0%)
			Cumulative default rate	2.6%-100%(76.1%)
			Loss Severity	0%-92.7%(55.8%)
			Gross discount rate	14.0%-15.3%(14.9%)
Residential mortgage servicing rights	650	Discounted cash flow	Constant prepayment rate (CPR)	3.9%-57.3%(18.8%)
			Spread over the benchmark curve (b)	939bps-1,929bps (1,115bps)
Commercial mortgage loans held for sale	772	Discounted cash flow	Spread over the benchmark curve (b)	485bps-4,155bps (999bps)
Equity investments - Direct investments	1,171	Multiple of adjusted earnings	Multiple of earnings	4.5x-10.0x (7.1x)
Equity investments - Indirect (d)	642	Net asset value	Net asset value	
Loans - Residential real estate	127	Consensus pricing (c)	Cumulative default rate	2.6%-100%(76.3%)
			Loss Severity	0%-99.4%(61.1%)
			Gross discount rate	12.0%-12.5%(12.2%)
Loans - Home equity	7	Consensus pricing (c)	Credit and Liquidity discount	37.0%-97.0%(65.0%)
BlackRock Series C Preferred Stock	243	Consensus pricing (c)	Liquidity discount	22.5%
BlackRock LTIP	(243)	Consensus pricing (c)	Liquidity discount	22.5%
Other derivative contracts	(72)	Discounted cash flow	Credit and Liquidity discount	37.0%-99.0%(46.0%)
			Spread over the benchmark curve (b)	79bps
Swaps related to sales of certain Visa Class B common shares	(43)	Discounted cash flow	Estimated conversion factor of Class B shares into Class A shares	41.5%
			Estimated growth rate of Visa Class A share price	12.6%
Insignificant Level 3 assets, net of liabilities (f)	12			
Total Level 3 assets, net of liabilities (g)	\$ 10,612			

- (a) Level 3 residential mortgage-backed non-agency and asset-backed securities with fair values as of June 30, 2013 totaling \$5,013 million and \$642 million, respectively, were priced by a third-party vendor using a discounted cash flow pricing model, that incorporates consensus pricing, where available. The comparable amounts as of December 31, 2012 were \$5,363 million and \$677 million, respectively. 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 Note 9 Fair Value in our Notes To Consolidated Financial Statements under Item 8 of our 2012 Form 10-K. Certain Level 3 residential mortgage-backed non-agency and asset-backed securities with fair values as of June 30, 2013 of \$698 million and \$30 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. The comparable amounts as of December 31, 2012 were \$744 million and \$31 million, respectively.
- (b) The assumed yield spread over the benchmark curve for each instrument is generally intended to incorporate non-interest-rate 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) The range on these indirect equity investments has not been disclosed since these investments are recorded at their net asset redemption values.
- (e) Relates to a Non-agency securitization that PNC consolidated in the first quarter of 2013.
- (f) Represents the aggregate amount of Level 3 assets and liabilities measured at fair value on a recurring basis that are individually and in the aggregate insignificant. The amount includes loans and certain financial derivative assets and liabilities and other assets.
- (g) Consisted of total Level 3 assets of \$10,812 million and total Level 3 liabilities of \$578 million as of June 30, 2013 and \$10,988 million and \$376 million as of December 31, 2012, respectively.

Table of Contents

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 and are included in Table 92: Fair Value Measurements – Nonrecurring and Table 93: Fair Value Measurements – Nonrecurring Quantitative Information. For more information regarding the valuation methodologies for assets measured at fair value on a nonrecurring basis, see Note 9 Fair Value in our Notes To Consolidated Financial Statements under item 8 of our 2012 Form 10-K.

Table 92: Fair Value Measurements – Nonrecurring (a)

In millions	Fair Value		Gains (Losses) Three months ended		Gains (Losses) Six months ended	
	June 30 2013	December 31 2012	June 30 2013	June 30 2012	June 30 2013	June 30 2012
Assets						
Nonaccrual loans	\$ 83	\$ 158	\$ (9)	\$ (42)	\$ (10)	\$ (96)
Loans held for sale	209	315	(11)	(1)	(11)	(1)
Equity investments	6	12	(3)		(3)	
Commercial mortgage servicing rights	519	191	60	(14)	73	(9)
OREO and foreclosed assets	199	207	(19)	(32)	(33)	(59)
Long-lived assets held for sale	52	24	(12)	(6)	(27)	(13)
Total assets	\$1,068	\$ 907	\$ 6	\$ (95)	\$ (11)	\$ (178)

(a) All Level 3 as of June 30, 2013 and December 31, 2012.

Quantitative information about the significant unobservable inputs within Level 3 nonrecurring assets follows.

Table 93: Fair Value Measurements – Nonrecurring Quantitative Information

Level 3 Instruments Only					
Dollars in millions		Fair Value	Valuation Techniques	Unobservable Inputs	Range (Weighted Average)
June 30, 2013					
Assets					
Nonaccrual loans (a)	\$ 64	Fair value of collateral	Loss severity	6.3%-85.2%(35.1%)	
Loans held for sale	209	Discounted cash flow	Spread over the benchmark curve (b)	80bps-247bps (109bps)	
			Embedded servicing value	.8%-3.0%(2.8%)	
Equity Investments	6	Discounted cash flow	Market rate of return	6.5%	
Commercial mortgage servicing rights	519	Discounted cash flow	Constant prepayment rate (CPR) Discount rate	6.2%-11.7%(6.9%) 6.2%-7.5%(7.1%)	
Other (c)	270	Fair value of property or collateral	Appraised value/sales price	Not meaningful	
Total Assets	\$ 1,068				
December 31, 2012					
Assets					
Nonaccrual loans (a)	\$ 90	Fair value of collateral	Loss severity	4.6%-97.2%(58.1%)	
Loans held for sale			Spread over the benchmark curve (b)	40bps-233bps (86bps)	
	315	Discounted cash flow	Embedded servicing value	.8%-2.6%(2.0%)	
Equity Investments	12	Discounted cash flow	Market rate of return	4.6%-6.5%(5.4%)	
Commercial mortgage servicing rights			Constant prepayment rate (CPR) Discount rate	7.1%-20.1%(7.8%) 5.6%-7.8%(7.7%)	
	191	Discounted cash flow			
Other (c)	299	Fair value of property or collateral	Appraised value/sales price	Not meaningful	
Total Assets	\$ 907				

(a) The fair value of nonaccrual loans included in this line item is determined based on internal loss rates. The fair value of nonaccrual loans where the fair value is determined based on the appraised value or sales price is included within Other, below.

(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.

(c) Other included nonaccrual loans of \$19 million, OREO and foreclosed assets of \$199 million and Long-lived assets held for sale of \$52 million as of June 30, 2013. Comparably, as of December 31, 2012, Other included nonaccrual loans of \$68 million, OREO and foreclosed assets of \$207 million and Long-lived assets held for sale of \$24 million. The fair value of these assets are determined based on appraised value or sales price, the range of which is not meaningful to disclose.

Table of Contents

FINANCIAL ASSETS ACCOUNTED FOR UNDER FAIR VALUE OPTION

For more information regarding assets we elected to measure at fair value under fair value option on our Consolidated Balance Sheet, see Note 9 Fair Value in our Notes To Consolidated Financial Statements under Item 8 of our 2012 Form 10-K.

The following disclosures for financial instruments accounted for at fair value under fair value option have been updated for the first six months of 2013 as PNC consolidated a Non-agency securitization resulting in an incremental \$125 million of home equity lines of credit and \$195 million of other borrowed funds, of which \$70 million had previously been recorded in our financial statements.

Residential Mortgage Loans – Portfolio

Interest income on the Home Equity Lines of Credit for which we have elected the fair value option during first quarter 2013 is reported on the Consolidated Income Statement in Loan interest income.

Other Borrowed Funds

Interest expense on the Other borrowed funds for which we have elected the fair value option during first quarter 2013 is reported on the Consolidated Income Statement in Borrowed funds interest expense.

The changes in fair value included in Noninterest income for items for which we elected the fair value option are included in the table below.

Table 94: Fair Value Option – Changes in Fair Value (a)

	Gains (Losses) Three months ended		Gains (Losses) Six months ended	
	June 30 2013	June 30 2012	June 30 2013	June 30 2012
In millions				
Assets				
Customer resale agreements	\$ (3)	\$ (2)	\$ (5)	\$ (6)
Residential mortgage-backed agency securities with embedded derivatives (b)		(1)		13
Trading loans	1		2	
Commercial mortgage loans held for sale	(13)	4	(12)	(2)
Residential mortgage loans held for sale	(48)	(287)	66	(200)
Residential mortgage loans – portfolio	13	(9)	19	(26)
BlackRock Series C Preferred Stock		(41)	60	(10)
Liabilities				
Other borrowed funds	(3)		(3)	

(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.

Table of Contents

Fair values and aggregate unpaid principal balances of items for which we elected the fair value option follow.

Table 95: Fair Value Option – Fair Value and Principal Balances

In millions	Fair Value	Aggregate Unpaid Principal Balance	Difference
June 30, 2013			
Assets			
Customer resale agreements	\$ 210	\$ 196	\$ 14
Trading loans	21	22	(1)
Residential mortgage loans held for sale			
Performing loans	2,200	2,196	4
Accruing loans 90 days or more past due	5	4	1
Nonaccrual loans	41	67	(26)
Total	2,246	2,267	(21)
Commercial mortgage loans held for sale (a)			
Performing loans	632	739	(107)
Nonaccrual loans	3	7	(4)
Total	635	746	(111)
Residential mortgage loans – portfolio			
Performing loans	179	282	(103)
Accruing loans 90 days or more past due (b)	331	535	(204)
Nonaccrual loans	301	530	(229)
Total	811	1,347	(536)
Liabilities			
Other borrowed funds (c)	\$ 195	\$ 344	\$ (149)
December 31, 2012			
Assets			
Customer resale agreements	\$ 256	\$ 237	\$ 19
Trading loans	76	76	
Residential mortgage loans held for sale			
Performing loans	2,072	1,971	101
Accruing loans 90 days or more past due	8	14	(6)
Nonaccrual loans	16	36	(20)
Total	2,096	2,021	75
Commercial mortgage loans held for sale (a)			
Performing loans	766	889	(123)
Nonaccrual loans	6	12	(6)
Total	772	901	(129)
Residential mortgage loans – portfolio			
Performing loans	58	116	(58)
Accruing loans 90 days or more past due (b)	116	141	(25)
Nonaccrual loans	70	207	(137)
Total	\$ 244	\$ 464	\$ (220)

(a) There were no accruing loans 90 days or more past due within this category at June 30, 2013 or December 31, 2012.

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

(c) Related to a Non-agency securitization that PNC consolidated in the first quarter of 2013.

Table of Contents

The following table provides additional information regarding the fair value and classification within the fair value hierarchy of financial instruments.

Table 96: Additional Fair Value Information Related to Financial Instruments

In millions	Carrying Amount	Fair Value			
		Total	Level 1	Level 2	Level 3
June 30, 2013					
Assets					
Cash and due from banks	\$ 4,051	\$ 4,051	\$ 4,051		
Short-term assets	6,454	6,454		\$ 6,454	
Trading securities	2,109	2,109	1,296	781	\$ 32
Investment securities	57,449	57,648	2,016	48,848	6,784
Trading loans	21	21		21	
Loans held for sale	3,814	3,819		2,216	1,603
Net loans (excludes leases)	178,656	180,811		500	180,311
Other assets	4,168	4,168	330	1,822	2,016
Mortgage servicing rights	1,500	1,505			1,505
Financial derivatives					
Designated as hedging instruments under GAAP	1,380	1,380		1,380	
Not designated as hedging instruments under GAAP	5,205	5,205	27	5,127	51
Total Assets	\$ 264,807	\$ 267,171	\$ 7,720	\$ 67,149	\$ 192,302
Liabilities					
Demand, savings and money market deposits	\$ 186,645	\$ 186,645		\$ 186,645	
Time deposits	25,634	25,694		25,694	
Borrowed funds	40,109	40,855	\$ 929	38,695	\$ 1,231
Financial derivatives					
Designated as hedging instruments under GAAP	329	329		329	
Not designated as hedging instruments under GAAP	5,001	5,001	12	4,606	383
Unfunded loan commitments and letters of credit	225	225			225
Total Liabilities	\$ 257,943	\$ 258,749	\$ 941	\$ 255,969	\$ 1,839
December 31, 2012					
Assets					
Cash and due from banks	\$ 5,220	\$ 5,220	\$ 5,220		
Short-term assets	6,495	6,495		\$ 6,495	
Trading securities	2,096	2,096	1,104	960	\$ 32
Investment securities	61,406	61,912	2,897	51,789	7,226
Trading loans	76	76		76	
Loans held for sale	3,693	3,697		2,069	1,628
Net loans (excludes leases)	174,575	177,215		110	177,105
Other assets	4,265	4,265	283	1,917	2,065
Mortgage servicing rights	1,070	1,077			1,077
Financial derivatives					
Designated as hedging instruments under GAAP	1,872	1,872		1,872	
Not designated as hedging instruments under GAAP	6,696	6,696	5	6,585	106
Total Assets	\$ 267,464	\$ 270,621	\$ 9,509	\$ 71,873	\$ 189,239
Liabilities					
Demand, savings and money market deposits	\$ 187,051	\$ 187,051		\$ 187,051	
Time deposits	26,091	26,347		26,347	
Borrowed funds	40,907	42,329	\$ 731	40,505	\$ 1,093
Financial derivatives					
Designated as hedging instruments under GAAP	152	152		152	
Not designated as hedging instruments under GAAP	6,458	6,458	1	6,081	376
Unfunded loan commitments and letters of credit	231	231			231
Total Liabilities	\$ 260,890	\$ 262,568	\$ 732	\$ 260,136	\$ 1,700

Table of Contents

The aggregate fair value of financial instruments in Table 96: Additional Fair Value Information Related to Financial Instruments does 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.

For more information regarding the fair value amounts for financial instruments and their classifications within the fair value hierarchy, see Note 9 Fair Value in our Notes To Consolidated Financial Statements under Item 8 of our 2012 Form 10-K.

The aggregate carrying value of our investments that are carried at cost and FHLB and FRB stock was \$1.6 billion at June 30, 2013 and \$1.7 billion at December 31, 2012, which approximates fair value at each date.

NOTE 10 GOODWILL AND OTHER INTANGIBLE ASSETS

Changes in goodwill by business segment during the first six months of 2013 follow:

Table 97: Changes in Goodwill by Business Segment (a)

In millions	Retail Banking	Corporate & Institutional Banking	Asset Management Group	Total
December 31, 2012	\$5,794	\$ 3,214	\$ 64	\$9,072
Other	2	1		3
June 30, 2013	\$5,796	\$ 3,215	\$ 64	\$9,075

(a) The Residential Mortgage Banking and Non-Strategic Assets Portfolio business segments do not have any goodwill allocated to them as of June 30, 2013 and December 31, 2012.

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:

Table 98: Other Intangible Assets

In millions	June 30 2013	December 31 2012
Customer-related and other intangibles		
Gross carrying amount	\$ 1,676	\$ 1,676
Accumulated amortization	(1,024)	(950)
Net carrying amount	\$ 652	\$ 726
Mortgage and other loan servicing rights		
Gross carrying amount	\$ 2,456	\$ 2,071
Valuation allowance	(103)	(176)
Accumulated amortization	(852)	(824)
Net carrying amount (a)	\$ 1,501	\$ 1,071
Total	\$ 2,153	\$ 1,797

(a) Included mortgage servicing rights for other loan portfolios of \$1 million at both June 30, 2013 and December 31, 2012, respectively.

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 11 years, with a weighted-average remaining useful life of 8 years.

Table of Contents

Amortization expense on existing intangible assets follows:

Table 99: Amortization Expense on Existing Intangible Assets (a)

In millions	
Six months ended June 30, 2013	\$128
Six months ended June 30, 2012	169
Remainder of 2013	115
2014	202
2015	179
2016	161
2017	140
2018	123

(a) Amortization expense included amortization of mortgage servicing rights for other loan portfolios of less than \$0.5 million for the six months ended June 30, 2013. The amount for the six months ended June 30, 2012 was \$1 million.

Changes in customer-related intangible assets during the first six months of 2013 follow:

Table 100: Summary of Changes in Customer-Related Other Intangible Assets

In millions	Customer-Related
December 31, 2012	\$ 726
Amortization	(74)
June 30, 2013	\$ 652

Changes in commercial mortgage servicing rights (MSRs) follow:

Table 101: Commercial Mortgage Servicing Rights

In millions	2013	2012
Commercial Mortgage Servicing Rights – Net Carrying Amount		
January 1	\$ 420	\$ 468
Additions (a)	86	25
Amortization expense (b)	(54)	(86)
Change in valuation allowance	73	(9)
June 30	\$ 525	\$ 398
Commercial Mortgage Servicing Rights – Valuation Allowance		
January 1	\$(176)	\$(197)
Provision	(4)	(44)
Recoveries	76	11
Other (b)	1	24
June 30	\$(103)	\$(206)

(a) Additions for the first six months of 2013 included \$31 million from loans sold with servicing retained and \$55 million from purchases of servicing rights from third parties. Comparably, additions for the first six months of 2012 included \$18 million from loans sold with servicing retained and \$7 million from purchases of servicing rights from third parties.

(b) Includes a direct write-down of servicing rights of \$24 million for the first six months of 2012.

We recognize as an other intangible asset the right to service mortgage loans for others. Commercial MSRs are purchased or originated when loans are sold with servicing retained. Commercial MSRs 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 MSRs are periodically evaluated for impairment. For purposes of impairment, the commercial MSRs 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 MSRs is estimated by using a discounted cash flow model incorporating 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 MSRs follow:

Table 102: Residential Mortgage Servicing Rights

In millions	2013	2012
January 1	\$ 650	\$ 647
Additions:		
From loans sold with servicing retained	80	53
RBC Bank (USA) acquisition		16
Purchases	64	48
Changes in fair value due to:		
Time and payoffs (a)	(105)	(77)
Other (b)	286	(106)
June 30	\$ 975	\$ 581
Unpaid principal balance of loans serviced for others at June 30	\$115,740	\$116,011

(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. MSRs are subject to declines in value principally from actual or expected prepayment of the underlying loans and also defaults. We manage this risk by economically hedging the fair value of MSRs with securities and derivative instruments which are expected to increase (or decrease) in value when the value of MSRs declines (or increases).

Table of Contents

The fair value of residential MSRs 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 commercial and residential MSRs and significant inputs to the valuation models as of June 30, 2013 are shown in the tables below. The expected and actual rates of mortgage loan prepayments are significant factors driving the fair value. Management uses internal proprietary models to estimate future commercial mortgage loan prepayments and a third party model to estimate future residential mortgage loan prepayments. These models have been refined based on current market conditions and management judgment. Future interest rates are another important factor in the valuation of MSRs. Management utilizes market implied forward interest rates to estimate the future direction of mortgage and discount rates. The forward rates utilized are derived from the current yield curve for U.S. dollar interest rate swaps and are consistent with pricing of capital markets instruments. Changes in the shape and slope of the forward curve in future periods may result in volatility in the fair value estimate.

A sensitivity analysis of the hypothetical effect on the fair value of MSRs to adverse changes in key assumptions is presented below. These sensitivities do not include the impact of the related hedging activities. Changes in fair value generally cannot be extrapolated because the relationship of the change in the assumption to the change in fair value may not be linear. Also, the effect of a variation in a particular assumption on the fair value of the MSRs is calculated independently without changing any other assumption. In reality, changes in one factor may result in changes in another (for example, changes in mortgage interest rates, which drive changes in prepayment rate estimates, could result in changes in the interest rate spread), which could either magnify or counteract the sensitivities.

The following tables set forth the fair value of commercial and residential MSRs and the sensitivity analysis of the hypothetical effect on the fair value of MSRs to immediate adverse changes of 10% and 20% in those assumptions:

Table 103: Commercial Mortgage Loan Servicing Rights – Key Valuation Assumptions

	June 30 2013	December 31 2012
Dollars in millions		
Fair Value	\$ 530	\$ 427
Weighted-average life (years)	5.5	5.4
Weighted-average constant prepayment rate	6.60%	7.63%
Decline in fair value from 10% adverse change	\$ 10	\$ 8
Decline in fair value from 20% adverse change	\$ 19	\$ 16
Effective discount rate	7.06%	7.70%
Decline in fair value from 10% adverse change	\$ 13	\$ 12
Decline in fair value from 20% adverse change	\$ 27	\$ 23

Table 104: Residential Mortgage Loan Servicing Rights – Key Valuation Assumptions

	June 30 2013	December 31 2012
Dollars in millions		
Fair value	\$ 975	\$ 650
Weighted-average life (years)	6.9	4.3
Weighted-average constant prepayment rate	10.13%	18.78%
Decline in fair value from 10% adverse change	\$ 38	\$ 45
Decline in fair value from 20% adverse change	\$ 74	\$ 85
Weighted-average option adjusted spread	10.96%	11.15%
Decline in fair value from 10% adverse change	\$ 42	\$ 26
Decline in fair value from 20% adverse change	\$ 80	\$ 49

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

Table 105: Fees from Mortgage and Other Loan Servicing

In millions	2013	2012
Six months ended June 30	\$274	\$276
Three months ended June 30	137	138

We also generate servicing fees from fee-based activities provided to others for which we do not have an associated servicing asset.

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 11 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 14 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in our 2012 Form 10-K. All of these Trusts are wholly owned finance subsidiaries of PNC. In the event of certain changes or amendments to regulatory requirements or federal tax rules, the capital securities are redeemable. The financial statements of the Trusts are not included in PNC’s consolidated financial statements in accordance with GAAP.

The obligations of the respective parent of each Trust, when taken collectively, are the equivalent of a full and unconditional guarantee of the obligations of such Trust under the terms of the capital securities. Such guarantee is subordinate in right of payment in the same manner as other junior subordinated debt. There are certain restrictions on PNC’s overall ability to obtain funds from its subsidiaries. For additional disclosure on these funding restrictions, including an explanation of dividend and intercompany loan limitations, see Note 22 Regulatory Matters in our 2012 Form 10-K.

On April 23, 2013, we redeemed the \$15 million of trust preferred securities issued by the Yardville Capital Trust VI. On May 23, 2013, we redeemed \$30 million of trust preferred securities issued by Fidelity Capital Trust III. On June 17, 2013 we redeemed the following trust preferred securities:

- \$15 million issued by Sterling Financial Statutory Trust III,
- \$15 million issued by Sterling Financial Statutory Trust IV,

- \$20 million issued by Sterling Financial Statutory Trust V,
- \$30 million issued by MAF Bancorp Capital Trust I, and
- \$8 million issued by James Monroe Statutory Trust III.

See Note 20 Subsequent Events for additional information on the redemption of \$22 million on July 23, 2013 and a planned redemption of \$35 million on September 16, 2013 of trust preferred securities.

PNC is also subject to restrictions on dividends and other provisions potentially imposed under the Exchange Agreement with PNC Preferred Funding Trust II, as described in Note 14 in our 2012 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 that agreement.

PERPETUAL TRUST SECURITIES

Our perpetual trust securities are described in Note 14 in our 2012 Form 10-K. Our 2012 Form 10-K also includes additional information regarding the PNC Preferred Funding Trust I and Trust II Securities, including descriptions of replacement capital and dividend restriction covenants. Prior to their redemption, the PNC Preferred Funding Trust III Securities included dividend restriction covenants similar to those described for the PNC Preferred Funding Trust II Securities.

On March 15, 2013, we redeemed \$375 million of Fixed-To-Floating Non-cumulative Exchangeable Perpetual Trust Securities (REIT Preferred Securities) issued by PNC Preferred Funding Trust III with a current distribution rate of 8.7%.

NOTE 12 CERTAIN EMPLOYEE BENEFIT AND STOCK BASED COMPENSATION PLANS

PENSION AND POSTRETIREMENT PLANS

As described in Note 15 Employee Benefit Plans in our 2012 Form 10-K, we have a noncontributory, qualified defined benefit pension plan covering eligible employees. Benefits are determined using a cash balance formula where earnings credits are a percentage of eligible compensation. Pension contributions are based on an actuarially determined amount necessary to fund total benefits payable to plan participants.

We also maintain nonqualified supplemental retirement plans for certain employees and provide certain health care and life insurance benefits for qualifying retired employees (postretirement benefits) through various plans. The nonqualified pension and postretirement benefit plans are unfunded. The Company reserves the right to terminate plans or make plan changes at any time.

The components of our net periodic pension and post-retirement benefit cost for the first six months of 2013 and 2012, respectively, were as follows:

Table 106: Net Periodic Pension and Postretirement Benefits Costs

Three months ended June 30 In millions	Qualified Pension Plan		Nonqualified Retirement Plans		Postretirement Benefits	
	2013	2012	2013	2012	2013	2012
Net periodic cost consists of:						
Service cost	\$ 29	\$ 25	\$ 1	\$ 1	\$ 2	\$ 2
Interest cost	43	48	3	4	4	4
Expected return on plan assets	(72)	(71)				
Amortization of prior service credit	(2)	(2)			(1)	(1)
Amortization of actuarial losses/(gains)	21	22	2	1		(1)
Net periodic cost/(benefit)	\$ 19	\$ 22	\$ 6	\$ 6	\$ 5	\$ 4

Six months ended June 30 In millions	Qualified Pension Plan		Nonqualified Retirement Plans		Postretirement Benefits	
	2013	2012	2013	2012	2013	2012
Net periodic cost consists of:						
Service cost	\$ 57	\$ 51	\$ 2	\$ 2	\$ 3	\$ 3
Interest cost	85	96	6	7	8	8
Expected return on plan assets	(144)	(142)				
Amortization of prior service credit	(4)	(4)			(2)	(2)
Amortization of actuarial losses	43	44	4	3		
Net periodic cost/(benefit)	\$ 37	\$ 45	\$ 12	\$ 12	\$ 9	\$ 9

STOCK BASED COMPENSATION PLANS

As more fully described in Note 16 Stock Based Compensation Plans in our 2012 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 June 30, 2013, no stock appreciation rights were outstanding.

Total compensation expense recognized related to all share-based payment arrangements during the first six months of 2013 and 2012 was \$84 million and \$56 million, respectively.

Table of Contents

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. The option pricing assumptions used by PNC are as follows:

Table 107: Option Pricing Assumptions

Weighted-average for the six months ended June 30	2013	2012
Risk-free interest rate	.9%	1.1%
Dividend yield	2.5	2.3
Volatility	34.0	35.1
Expected life	6.5 yrs.	5.9 yrs.
Grant-date fair value	\$ 16.35	\$ 16.22

The following table represents the stock option activity for the first six months of 2013.

Table 108: Stock Option Rollforward

In thousands, except weighted-average data	PNC		PNC Options Converted From National City Options		Total	
	Shares	Weighted-Average Exercise Price	Shares	Weighted-Average Exercise Price	Shares	Weighted-Average Exercise Price
Outstanding at December 31, 2012	14,817	\$ 55.52	747	\$ 681.16	15,564	\$ 85.55
Granted	161	63.87			161	63.87
Exercised	(2,492)	44.84			(2,492)	44.84
Cancelled	(475)	57.64	(19)	462.07	(494)	73.25
Outstanding at June 30, 2013	12,011	\$ 57.76	728	\$ 686.89	12,739	\$ 93.72
Exercisable at June 30, 2013	10,253	\$ 56.84	728	\$ 686.89	10,981	\$ 98.61

During the first six months of 2013, we issued approximately 2 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/SHARE UNIT AWARDS

The fair value of nonvested incentive/performance unit share awards and restricted stock/share unit awards is initially determined based on prices not less than the market value of our common stock 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 generally 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/share unit awards have various vesting periods generally ranging from 36 months to 60 months.

Beginning in 2013, we incorporated several enhanced risk-related performance changes to certain long-term incentive compensation programs. In addition to achieving certain financial performance metrics on both an absolute basis and relative to our peers, final payout amounts 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 either a three-year or a four-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 2013 to certain executives as part of annual bonus deferral criteria. These units, payable solely in stock, vest ratably over a four-year period and contain the same risk-related discretionary criteria noted in the paragraph above.

Table of Contents

In the following table, 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.

Table 109: Nonvested Incentive/Performance Unit Share Awards and Restricted Stock/Share Unit Awards – Rollforward

Shares in thousands	Nonvested Incentive/Performance Unit Shares	Weighted-Average Grant Date Fair Value	Nonvested Restricted Stock/Share Units	Weighted-Average Grant Date Fair Value
December 31, 2012	1,119	\$ 61.14	3,061	\$ 60.04
Granted	885	63.86	1,123	63.49
Vested/Released	(326)	58.26	(611)	55.07
Forfeited	(20)	59.36	(125)	61.76
June 30, 2013	1,658	\$ 63.18	3,448	\$ 61.98

At June 30, 2013, there was \$179 million of unamortized share-based compensation expense related to nonvested equity compensation arrangements granted under the Incentive Plans. This unamortized 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 other 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 June 30, 2013, there were 829,615 of these cash-payable restricted share units outstanding.

A summary of all nonvested, cash-payable restricted share unit activity follows:

Table 110: Nonvested Cash-Payable Restricted Share Units – Rollforward

In thousands	Nonvested Cash-Payable Restricted Share Units	Aggregate Intrinsic Value
Outstanding at December 31, 2012	920	
Granted	485	
Vested and Released	(457)	
Forfeited	(2)	
Outstanding at June 30, 2013	946	\$68,944

NOTE 13 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 the Consolidated Balance Sheet on a net basis taking into consideration the effects of legally enforceable master netting agreements and any related cash collateral exchanged with counterparties. Further discussion regarding the rights of setoff associated with these legally enforceable master netting agreements is included in the Offsetting, Counterparty Credit Risk, and Contingent Features section below.

Further discussion on how derivatives are accounted for is included in Note 1 Accounting Policies in our 2012 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

Table of Contents

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 U.S. 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 \$13 million for the first six months of 2013 compared with net losses of \$25 million for the first six months of 2012.

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 received on the loans. In the 12 months that follow June 30, 2013, we expect to reclassify from the amount currently reported in Accumulated other comprehensive income, net derivative gains of \$222 million pretax, or \$144 million after-tax, in association with interest received 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 June 30, 2013. The maximum length of time over which forecasted loan cash flows are hedged is 7 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 June 30, 2013, we expect to reclassify from the amount currently reported in Accumulated other comprehensive income, net derivative gains of \$34 million pretax, or \$22 million after-tax, as

adjustments of yield on investment securities. The maximum length of time we are hedging forecasted purchases is four months. With respect to forecasted sale of securities, there were no amounts in Accumulated other comprehensive income at June 30, 2013.

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 six months of 2013 and 2012, 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 six months of 2013 and 2012 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.

For the first six months of 2013 and 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 following derivative tables: Tables 111: Derivatives Total Notional or Contractual Amounts and Fair Values, 113: Derivatives Designated in GAAP Hedge Relationships – Fair Value Hedges, 114: Derivatives Designated in GAAP Hedge Relationships – Cash Flow Hedges, and 115: Derivatives Designated in GAAP Hedge Relationships – Net Investment Hedges.

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.

[Table of Contents](#)

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 contracts to sell mortgage-backed securities, as well as U.S. 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 held for sale are accounted for at fair value. These loans, and the related loan commitments, which are considered derivatives, are accounted for at fair value. In addition we originate loans for sale into the secondary market that are carried at the lower of cost or 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. Derivatives used to economically hedge the change in value of commercial mortgage servicing rights include interest rate swaps and futures. Gains or losses on these derivatives are included in Corporate services noninterest income.

The residential and commercial mortgage 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 and foreign exchange 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 and include credit default swaps (CDSs) used to mitigate the risk of economic loss on a portion of our loan exposure. 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. There were no credit default swaps sold as of June 30, 2013 and December 31, 2012. 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. CDSs are included in the following derivative tables: Tables 111: Derivatives Total Notional or Contractual Amounts and Fair Values, 117: Credit Default Swaps, 118: Credit Ratings of Credit Default Swaps and 119: Referenced/Underlying Assets of Credit Default Swaps.

We also 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 following derivative tables: Tables 111: Derivatives Total Notional or Contractual Amounts and Fair Values, 116: Gains (Losses) on Derivatives Not Designated as Hedging Instruments under GAAP, 120: Risk Participation Agreements Sold and 121: Internal Credit Ratings of Risk Participation Agreements Sold.

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. 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 following derivative tables: Tables 111: Derivatives Total Notional or Contractual Amounts and Fair Values and 116: Gains (Losses) on Derivatives Not Designated as Hedging Instruments under GAAP.

Table of Contents

Table 111: Derivatives Total Notional or Contractual Amounts and Fair Values

	June 30, 2013			December 31, 2012		
	Notional/ Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)	Notional/ Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)
In millions						
Derivatives designated as hedging instruments under GAAP						
Interest rate contracts:						
Cash flow hedges:						
Receive fixed swaps (c)	\$ 13,799	\$ 307	\$ 69	\$ 13,428	\$ 504	
Forward purchase commitments	3,480	9	38	250	1	
Subtotal	\$ 17,279	\$ 316	\$ 107	\$ 13,678	\$ 505	
Fair value hedges:						
Receive fixed swaps (c)	\$ 13,856	\$ 990	\$ 153	\$ 12,394	\$ 1,365	
Pay fixed swaps (c) (d)	1,874	26	69	2,319	2	\$ 144
Subtotal	\$ 15,730	\$ 1,016	\$ 222	\$ 14,713	\$ 1,367	\$ 144
Foreign exchange contracts:						
Net investment hedge	848	48		879		8
Total derivatives designated as hedging instruments	\$ 33,857	\$ 1,380	\$ 329	\$ 29,270	\$ 1,872	\$ 152
Derivatives not designated as hedging instruments under GAAP						
Derivatives used for residential mortgage banking activities:						
Residential mortgage servicing						
Interest rate contracts:						
Swaps	\$ 61,792	\$ 1,629	\$ 1,290	\$ 59,607	\$ 2,204	\$ 1,790
Swaptions	6,417	33	24	5,890	209	119
Futures (e)	46,276			49,816		
Future options	25,750	25	5	34,350	5	2
Mortgage-backed securities commitments	4,467	17	50	3,429	3	1
Subtotal	\$144,702	\$ 1,704	\$ 1,369	\$153,092	\$ 2,421	\$ 1,912
Loan sales						
Interest rate contracts:						
Futures (e)	\$ 485			\$ 702		
Bond options	400	\$ 10		900	\$ 3	
Mortgage-backed securities commitments	11,279	232	\$ 89	8,033	5	\$ 14
Residential mortgage loan commitments	3,738	11	22	4,092	85	
Subtotal	\$ 15,902	\$ 253	\$ 111	\$ 13,727	\$ 93	\$ 14
Subtotal	\$160,604	\$ 1,957	\$ 1,480	\$166,819	\$ 2,514	\$ 1,926
Derivatives used for commercial mortgage banking activities:						
Interest rate contracts:						
Swaps	\$ 1,054	\$ 22	\$ 49	\$ 1,222	\$ 56	\$ 84
Swaptions	1,050	5	4			
Futures (e)	1,279			2,030		
Future options	5,200	2	7			
Commercial mortgage loan commitments	1,313	37	24	1,259	12	9
Subtotal	\$ 9,896	\$ 66	\$ 84	\$ 4,511	\$ 68	\$ 93
Credit contracts:						
Credit default swaps	95	2		95	2	
Subtotal	\$ 9,991	\$ 68	\$ 84	\$ 4,606	\$ 70	\$ 93
Derivatives used for customer-related activities:						
Interest rate contracts:						
Swaps	\$126,963	\$ 2,862	\$ 2,848	\$127,567	\$ 3,869	\$ 3,917
Caps/floors – Sold	4,920		7	4,588		1
Caps/floors – Purchased	4,716	22		4,187	21	
Swaptions	2,889	61	60	2,285	82	35
Futures (e)	5,344			9,113		
Mortgage-backed securities commitments	2,689	24	22	1,736	2	2
Subtotal	\$147,521	\$ 2,969	\$ 2,937	\$149,476	\$ 3,974	\$ 3,955
Foreign exchange contracts	12,645	209	164	10,737	126	112
Equity contracts				105	1	3
Credit contracts:						
Risk participation agreements	3,769	1	4	3,530	5	6
Subtotal	\$163,935	\$ 3,179	\$ 3,105	\$163,848	\$ 4,106	\$ 4,076
Derivatives used for other risk management activities:						
Interest rate contracts:						
Swaps	\$ 552			\$ 601	\$ 4	
Futures (e)	155			274		
Residential mortgage loan commitments	600	\$ 1	\$ 1			
Subtotal	\$ 1,307	\$ 1	\$ 1	\$ 875	\$ 4	
Foreign exchange contracts	13			17		\$ 3
Equity contracts				8	2	2
Credit contracts:						
Credit default swaps				15		
Other contracts (f)	941		331	898		358
Subtotal	\$ 2,261	\$ 1	\$ 332	\$ 1,813	\$ 6	\$ 363
Total derivatives not designated as hedging instruments	\$336,791	\$ 5,205	\$ 5,001	\$337,086	\$ 6,696	\$ 6,458
Total Gross Derivatives	\$370,648	\$ 6,585	\$ 5,330	\$366,356	\$ 8,568	\$ 6,610

Table of Contents

- (a) Included in Other assets on our Consolidated Balance Sheet.
- (b) Included in Other liabilities on our Consolidated Balance Sheet.
- (c) The floating rate portion of interest rate contracts is based on money-market indices. As a percent of notional amount, 48% were based on 1-month LIBOR and 52% on 3-month LIBOR at June 30, 2013 compared with 51% and 49%, respectively, at December 31, 2012.
- (d) Includes zero-coupon swaps.
- (e) Futures contracts settle in cash daily and therefore, no derivative asset or liability is recognized on our Consolidated Balance Sheet.
- (f) Includes PNC's obligation to fund a portion of certain BlackRock LTIP programs and the swaps entered into in connection with sales of a portion of Visa Class B common shares in the second quarter of 2013 and second half of 2012. Refer to Note 9 Fair Value for additional information on the Visa swaps.

OFFSETTING, COUNTERPARTY CREDIT RISK, AND CONTINGENT FEATURES

We utilize a net presentation on the Consolidated Balance Sheet for those derivative financial instruments entered into with counterparties under legally enforceable master netting agreements. The master netting agreements reduce credit risk by permitting the closeout netting of various types of derivative instruments with the same counterparty upon the occurrence of an event of default. The master netting agreement also may require the exchange of cash or marketable securities to collateralize either party's net position. In certain cases, minimum thresholds must be exceeded before any collateral is exchanged. Collateral is typically exchanged daily based on the net fair value of the positions with the counterparty as of the preceding day. Any cash collateral exchanged with counterparties under these master netting agreements is also netted against the applicable derivative fair values on the Consolidated Balance Sheet. However, the fair value of any securities held or pledged is not included in the net presentation on the balance sheet. In order for an arrangement to be eligible for netting under GAAP (ASC 210-20), we must obtain the requisite assurance that the offsetting rights included in the master netting

agreement would be legally enforceable in the event of bankruptcy, insolvency, or a similar proceeding of such third party. Enforceability is evidenced by obtaining a legal opinion that supports, with sufficient confidence, the enforceability of the master netting agreement in bankruptcy.

The following derivative Table 112: Derivative Assets and Liabilities Offsetting shows the impact legally enforceable master netting agreements had on our derivative assets and derivative liabilities as of June 30, 2013 and December 31, 2012. The table also includes the fair value of any securities collateral held or pledged under legally enforceable master netting agreements. Cash and securities collateral amounts are included in the table only to the extent of the related net derivative fair values.

For further discussion on ASU 2011-11, Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities and the impact of other instruments entered into under master netting arrangements, see Note 1 under Recent Accounting Pronouncements in the March 31, 2013 Form 10-Q. Refer to Note 18 Commitments and Guarantees for additional information related to resale and repurchase agreements offsetting.

Table 112: Derivative Assets and Liabilities Offsetting

June 30, 2013 In millions	Gross Fair Value Derivative Assets	Amounts Offset on the Consolidated Balance Sheet		Net Fair Value Derivative Assets	Securities Collateral Held Under Master Netting Agreements	Net Amounts
		Fair Value Offset Amount	Cash Collateral			
Derivative assets						
Interest rate contracts	\$ 6,325	\$ 3,534	\$ 635	\$ 2,156	\$ 233	\$ 1,923
Foreign exchange contracts	257	146	23	88		88
Credit contracts	3	3				
Total derivative assets	\$ 6,585	\$ 3,683	\$ 658	\$ 2,244 (a)	\$ 233	\$ 2,011

June 30, 2013 In millions	Gross Fair Value Derivative Liabilities	Amounts Offset on the Consolidated Balance Sheet		Net Fair Value Derivative Liabilities	Securities Collateral Pledged Under Master Netting Agreements	Net Amounts
		Fair Value Offset Amount	Cash Collateral			
Derivative liabilities						
Interest rate contracts	\$ 4,831	\$ 3,625	\$ 573	\$ 633	\$ —	\$ 633
Foreign exchange contracts	164	55	9	100		100
Credit contracts	4	3		1		1
Other contracts	331			331		331
Total derivative liabilities	\$ 5,330	\$ 3,683	\$ 582	\$ 1,065 (b)	\$ —	\$ 1,065

Table of Contents

December 31, 2012 In millions	Gross Fair Value Derivative Assets	Amounts Offset on the Consolidated Balance Sheet		Net Fair Value Derivative Assets	Securities Collateral Held Under Master Netting Agreements	Net Amounts
		Fair Value Offset Amount	Cash Collateral			
	Derivative assets					
Interest rate contracts	\$ 8,432	\$ 5,041	\$ 1,024	\$ 2,367	\$ 135	\$ 2,232
Foreign exchange contracts	126	61	7	58		58
Equity contracts	3	3				
Credit contracts	7	2		5		5
Total derivative assets	\$ 8,568	\$ 5,107	\$ 1,031	\$ 2,430 (a)	\$ 135	\$ 2,295

December 31, 2012 In millions	Gross Fair Value Derivative Liabilities	Amounts Offset on the Consolidated Balance Sheet		Net Fair Value Derivative Liabilities	Securities Collateral Pledged Under Master Netting Agreements	Net Amounts
		Fair Value Offset Amount	Cash Collateral			
Derivative liabilities						
Interest rate contracts	\$ 6,118	\$ 5,060	\$ 908	\$ 150	\$ 18	\$ 132
Foreign exchange contracts	123	47	6	70		70
Equity contracts	5			5		5
Credit contracts	6			6		6
Other contracts	358			358		358
Total derivative liabilities	\$ 6,610	\$ 5,107	\$ 914	\$ 589 (b)	\$ 18	\$ 571

(a) Represents the net amount of derivative assets included in Other Assets on our Consolidated Balance Sheet.

(b) Represents the net amount of derivative liabilities included in Other Liabilities on our Consolidated Balance Sheet.

In addition to using master netting and related collateral agreements to reduce credit risk associated with derivative instruments, we also seek to minimize credit risk by entering into transactions with counterparties with high credit ratings and by using internal credit approvals, limits, and monitoring procedures. Collateral may also be exchanged under certain derivative agreements that are not considered master netting agreements.

At June 30, 2013, we held cash, U.S. government securities and mortgage-backed securities totaling \$1.0 billion under master netting and other collateral agreements to collateralize net derivative assets due from counterparties, and we have pledged cash, U.S. government securities and agency mortgage-backed securities totaling \$618 million under these agreements to collateralize net derivative liabilities owed to counterparties. These totals may differ from the amounts presented in the preceding offsetting table because they may include collateral exchanged under an agreement that does not qualify as a master netting agreement or because the total amount of collateral held or pledged exceeds the net derivative fair value with the counterparty as of the balance sheet date due to timing or other factors. To the extent not netted against the derivative fair value 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. Securities held from counterparties are not recognized on our balance sheet. Likewise securities we have pledged to counterparties remain on our balance sheet.

Certain of the master netting agreements and certain other derivative agreements also 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, we 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 June 30, 2013 was \$837 million for which PNC had posted collateral of \$617 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 June 30, 2013, would be an additional \$220 million.

Our exposure related to risk participations where we sold protection is discussed in the Credit Derivatives section below.

Any nonperformance risk, including credit risk, is included in the determination of the estimated net fair value of the derivatives.

GAINS (LOSSES) ON DERIVATIVES

The following tables provide the gains (losses) on derivatives designated as hedging instruments and not designated as hedging instruments under GAAP.

Table of Contents

Gains (losses) on derivative instruments and related hedged items follow:

Table 113: Derivatives Designated in GAAP Hedge Relationships – Fair Value Hedges

Six months ended In millions	Hedged Items	Location	June 30, 2013		June 30, 2012	
			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	U.S. Treasury and Government Agencies Securities	Investment securities (interest income)	\$ 63	\$ (66)	\$ (29)	\$ 26
Interest rate contracts	Other Debt Securities	Investment securities (interest income)	5	(5)	(2)	2
Interest rate contracts	Subordinated debt	Borrowed funds (interest expense)	(263)	256	8	(24)
Interest rate contracts	Bank notes and senior debt	Borrowed funds (interest expense)	(271)	268	74	(80)
Total			\$ (466)	\$ 453	\$ 51	\$ (76)

Three months ended In millions	Hedged Items	Location	June 30, 2013		June 30, 2012	
			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	U.S. Treasury and Government Agencies Securities	Investment securities (interest income)	\$ 41	\$ (43)	\$ (48)	\$ 50
Interest rate contracts	Other Debt Securities	Investment securities (interest income)	3	(3)	(2)	2
Interest rate contracts	Subordinated debt	Borrowed funds (interest expense)	(195)	190	44	(50)
Interest rate contracts	Bank notes and senior debt	Borrowed funds (interest expense)	(206)	204	127	(128)
Total			\$ (357)	\$ 348	\$ 121	\$ (126)

Table 114: Derivatives Designated in GAAP Hedge Relationships – Cash Flow Hedges

Six months ended In millions		Gain (Loss) on Derivatives Recognized in OCI (Effective Portion)	Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Gain (Loss) Recognized in Income on Derivatives (Ineffective Portion)
		Amount	Location	Amount (a)
		Amount	Location	Amount (a)
June 30, 2013	Interest rate contracts	\$ (179)	Interest income Noninterest income	\$ 186 23
June 30, 2012	Interest rate contracts	\$ 207	Interest income Noninterest income	\$ 232 59

Three months ended In millions		Gain (Loss) on Derivatives Recognized in OCI (Effective Portion)	Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Gain (Loss) Recognized in Income on Derivatives (Ineffective Portion)
		Amount	Location	Amount (a)
		Amount	Location	Amount (a)
June 30, 2013	Interest rate contracts	\$ (193)	Interest income Noninterest income	\$ 80 8
June 30, 2012	Interest rate contracts	\$ 154	Interest income Noninterest income	\$ 116 32

(a) The amount of cash flow hedge ineffectiveness recognized in income was not material for the periods presented.

Table of Contents

Table 115: Derivatives Designated in GAAP Hedge Relationships – Net Investment Hedges

Six months ended In millions		Gain (Loss) on Derivatives Recognized in OCI (Effective Portion)
June 30, 2013	Foreign exchange contracts	\$ 56
June 30, 2012	Foreign exchange contracts	—

Three months ended In millions		Gain (Loss) on Derivatives Recognized in OCI (Effective Portion)
June 30, 2013	Foreign exchange contracts	\$ (1)
June 30, 2012	Foreign exchange contracts	12

Table 116: Gains (Losses) on Derivatives Not Designated as Hedging Instruments under GAAP

In millions	Three months ended June 30		Six months ended June 30	
	2013	2012	2013	2012
Derivatives used for residential mortgage banking activities:				
Residential mortgage servicing				
Interest rate contracts	\$ (172)	\$ 123	\$ (211)	\$ 206
Loan sales				
Interest rate contracts	142	14	176	36
Gains (losses) included in residential mortgage banking activities (a)	\$ (30)	\$ 137	\$ (35)	\$ 242
Derivatives used for commercial mortgage banking activities:				
Interest rate contracts (b) (c)	\$ 1	\$ 19	\$ 7	\$ 21
Credit contracts (c)			(1)	(1)
Gains (losses) from commercial mortgage banking activities	\$ 1	\$ 19	\$ 6	\$ 20
Derivatives used for customer-related activities:				
Interest rate contracts	\$ 67	\$ (9)	\$ 86	\$ 27
Foreign exchange contracts	(2)	39	21	56
Equity contracts		(3)	(3)	(5)
Credit contracts	(2)	(1)	(3)	(2)
Gains (losses) from customer-related activities (c)	\$ 63	\$ 26	\$ 101	\$ 76
Derivatives used for other risk management activities:				
Interest rate contracts	\$ 4	\$ (8)	\$ 4	\$ (7)
Foreign exchange contracts	2	(1)	2	(1)
Credit contracts				(1)
Other contracts (d)	(18)	44	(77)	(10)
Gains (losses) from other risk management activities (c)	\$ (12)	\$ 35	\$ (71)	\$ (19)
Total gains (losses) from derivatives not designated as hedging instruments	\$ 22	\$ 217	\$ 1	\$ 319

(a) Included in Residential mortgage noninterest income.

(b) Included in Corporate services noninterest income.

(c) Included in Other noninterest income.

(d) Includes BlackRock LTIP, a forward purchase commitment for certain loans upon conversion from a variable rate to a fixed rate, and the swap entered into in connection with the sale of a portion of Visa Class B common shares.

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.

Table of Contents

Table 117: Credit Default Swaps (a)

	June 30, 2013			December 31, 2012		
	Notional Amount	Fair Value	Weighted-Average Remaining Maturity In Years	Notional Amount	Fair Value	Weighted-Average Remaining Maturity In Years
Dollars in millions						
Credit Default Swaps – Purchased						
Single name	\$ 35		7.8	\$ 50		5.8
Index traded	60	\$ 2	35.7	60	\$ 2	36.1
Total	\$ 95	\$ 2	25.4	\$ 110	\$ 2	22.4

(a) There were no credit default swaps sold as of June 30, 2013 and December 31, 2012.

The notional amount of these credit default swaps by credit rating follows:

Table 118: Credit Ratings of Credit Default Swaps (a)

	June 30 2013	December 31 2012
Dollars in millions		
Credit Default Swaps – Purchased		
Investment grade (b)	\$ 95	\$ 95
Subinvestment grade (c)		15
Total	\$ 95	\$ 110

(a) There were no credit default swaps sold as of June 30, 2013 and December 31, 2012.

(b) Investment grade with a rating of BBB-/Baa3 or above based on published rating agency information.

(c) Subinvestment grade with a rating below BBB-/Baa3 based on published rating agency information.

The referenced/underlying assets for these credit default swaps follow:

Table 119: Referenced/Underlying Assets of Credit Default Swaps

	Corporate Debt	Commercial mortgage-backed securities	Loans
June 30, 2013	37%	63%	0%
December 31, 2012	32%	54%	14%

RISK PARTICIPATION AGREEMENTS

We have sold risk participation agreements with terms ranging from less than 1 year to 24 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.

Table 120: Risk Participation Agreements Sold

	Notional Amount	Fair Value	Weighted-Average Remaining Maturity In Years
Dollars in millions			
June 30, 2013	\$2,240	\$ (4)	6.3
December 31, 2012	\$2,053	\$ (6)	6.6

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:

Table 121: Internal Credit Ratings of Risk Participation Agreements Sold

	June 30, 2013	December 31, 2012
Pass (a)	98%	99%
Below pass (b)	2%	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 June 30, 2013, the exposure from these agreements would be \$76 million based on the fair value of the underlying swaps, compared with \$143 million at December 31, 2012.

NOTE 14 EARNINGS PER SHARE

Table 122: Basic and Diluted Earnings per Common Share

	Three months ended June 30		Six months ended June 30	
	2013	2012	2013	2012
In millions, except per share data				
Basic				
Net income	\$1,123	\$ 546	\$2,127	\$1,357
Less:				
Net income (loss) attributable to noncontrolling interests	1	(5)	(8)	1
Preferred stock dividends and discount accretion	53	25	128	64
Dividends and undistributed earnings allocated to nonvested restricted shares	5	1	9	5
Net income attributable to basic common shares	\$1,064	\$ 525	\$1,998	\$1,287
Basic weighted-average common shares outstanding	528	527	527	526
Basic earnings per common share (a)	\$ 2.02	\$1.00	\$ 3.79	\$ 2.44
Diluted				
Net income attributable to basic common shares	\$1,064	\$ 525	\$1,998	\$1,287
Less: Impact of BlackRock earnings per share dilution	4	4	9	7
Net income attributable to diluted common shares	\$1,060	\$ 521	\$1,989	\$1,280
Basic weighted-average common shares outstanding	528	527	527	526
Dilutive potential common shares (b) (c)	3	3	3	3
Diluted weighted-average common shares outstanding	531	530	530	529
Diluted earnings per common share (a)	\$ 1.99	\$.98	\$ 3.76	\$ 2.42

(a) Basic and diluted earnings per share under the two-class method are determined on net income reported on the income statement less earnings allocated to nonvested restricted shares (participating securities).

(b) Excludes number of stock options considered to be anti-dilutive of 1 million and 5 million for the three months ended June 30, 2013 and June 30, 2012, respectively, and 1 million and 5 million for the six months ended June 30, 2013 and June 30, 2012, respectively.

(c) Excludes number of warrants considered to be anti-dilutive of 17 million for the three months ended June 30, 2012, and 17 million for the six months ended both June 30, 2013 and June 30, 2012. No warrants were considered to be anti-dilutive for the three months ended June 30, 2013.

NOTE 15 TOTAL EQUITY AND OTHER COMPREHENSIVE INCOME

Activity in total equity for the first six months of 2012 and 2013 follows.

Table 123: 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, 2012	527	\$ 2,683	\$ 1,637	\$12,072	\$18,253	\$ (105)	\$ (487)	\$ 3,193	\$37,246
Net income					1,356			1	1,357
Other comprehensive income (loss), net of tax						507			507
Cash dividends declared									
Common (\$.75 per share)					(396)				(396)
Preferred					(63)				(63)
Preferred stock discount accretion			1		(1)				
Common stock activity (a)		4		26					30
Treasury stock activity	2			46			36		82
Preferred stock issuance – Series P (b)			1,482						1,482
Other				(46)				15	(31)
Balance at June 30, 2012 (c)	529	\$ 2,687	\$ 3,120	\$12,098	\$19,149	\$ 402	\$ (451)	\$ 3,209	\$40,214
Balance at January 1, 2013	528	\$ 2,690	\$ 3,590	\$12,193	\$20,265	\$ 834	\$ (569)	\$ 2,762	\$41,765
Net income					2,135			(8)	2,127
Other comprehensive income (loss), net of tax						(789)			(789)
Cash dividends declared									
Common (\$.84 per share)					(444)				(444)
Preferred					(118)				(118)
Preferred stock discount accretion			3		(3)				
Redemption of noncontrolling interests (d)					(7)			(368)	(375)
Common stock activity	1	3		32					35
Treasury stock activity	2			(42)			116		74
Preferred stock redemption – Series L (e)			(150)						(150)
Preferred stock issuance – Series R (f)			496						496
Other (g)				51				(731)	(680)
Balance at June 30, 2013 (c)	531	\$ 2,693	\$ 3,939	\$12,234	\$21,828	\$ 45	\$ (453)	\$ 1,655	\$41,941

(a) Common stock activity totaled less than .5 million shares issued.

(b) 15,000 Series P preferred shares with a \$1 par value were issued on April 24, 2012.

(c) The par value of our preferred stock outstanding was less than \$.5 million at each date and, therefore, is excluded from this presentation.

(d) Relates to the redemption of REIT preferred securities in the first quarter of 2013. See Note 11 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities for additional information.

(e) 1,500 Series L preferred shares with a \$1 par value were redeemed on April 19, 2013.

(f) 5,000 Series R preferred shares with a \$1 par value were issued on May 7, 2013.

(g) Includes deconsolidation of low income housing tax credit investments in the amount of \$675 million as of June 30, 2013. See Note 3 Loan Sale and Servicing Activities and Variable Interest Entities for additional information.

[Table of Contents](#)
Table 124: Other Comprehensive Income

Details of other comprehensive income (loss) are as follows:

In millions	Pretax	Tax	After-tax
<i>Net unrealized gains (losses) on non-OTTI securities</i>			
Balance at March 31, 2012	\$1,336	\$(490)	\$ 846
<i>Second Quarter 2012 activity</i>			
Increase in net unrealized gains (losses) on non-OTTI securities	200	(74)	126
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities in interest income	12	(5)	7
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income	30	(11)	19
Net unrealized gains (losses) on non-OTTI securities	158	(58)	100
Balance at June 30, 2012	1,494	(548)	946
Balance at March 31, 2013	1,688	(619)	1,069
<i>Second Quarter 2013 activity</i>			
Increase in net unrealized gains (losses) on non-OTTI securities	(729)	264	(465)
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities in interest income	11	(4)	7
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income	53	(19)	34
Net unrealized gains (losses) on non-OTTI securities	(793)	287	(506)
Balance at June 30, 2013	\$ 895	\$(332)	\$ 563
<i>Net unrealized gains (losses) on OTTI securities</i>			
Balance at March 31, 2012	\$ (760)	\$ 279	\$ (481)
<i>Second Quarter 2012 activity</i>			
Increase in net unrealized gains (losses) on OTTI securities	(26)	10	(16)
Less: OTTI losses realized on securities reclassified to noninterest income	(34)	13	(21)
Net unrealized gains (losses) on OTTI securities	8	(3)	5
Balance at June 30, 2012	(752)	276	(476)
Balance at March 31, 2013	(54)	21	(33)
<i>Second Quarter 2013 activity</i>			
Increase in net unrealized gains (losses) on OTTI securities	(49)	17	(32)
Less: OTTI losses realized on securities reclassified to noninterest income	(4)	1	(3)
Net unrealized gains (losses) on OTTI securities	(45)	16	(29)
Balance at June 30, 2013	\$ (99)	\$ 37	\$ (62)
<i>Net unrealized gains (losses) on cash flow hedge derivatives</i>			
Balance at March 31, 2012	\$1,041	\$(381)	\$ 660
<i>Second Quarter 2012 activity</i>			
Increase in net unrealized gains (losses) on cash flow hedge derivatives	154	(57)	97
Less: Net gains (losses) realized as a yield adjustment reclassified to loan interest income (a)	101	(37)	64
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities interest income (a)	15	(6)	9
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income (a)	32	(12)	20
Net unrealized gains (losses) on cash flow hedge derivatives	6	(2)	4
Balance at June 30, 2012	1,047	(383)	664
Balance at March 31, 2013	804	(294)	510
<i>Second Quarter 2013 activity</i>			
Increase in net unrealized gains (losses) on cash flow hedge derivatives	(193)	71	(122)
Less: Net gains (losses) realized as a yield adjustment reclassified to loan interest income (a)	66	(24)	42
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities interest income (a)	14	(5)	9
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income (a)	8	(3)	5
Net unrealized gains (losses) on cash flow hedge derivatives	(281)	103	(178)
Balance at June 30, 2013	\$ 523	\$(191)	\$ 332

Table of Contents

In millions	Pretax	Tax	After-tax
<i>Pension and other postretirement benefit plan adjustments</i>			
Balance at March 31, 2012	\$(1,143)	\$419	\$ (724)
<i>Second Quarter 2012 activity</i>			
Net pension and other postretirement benefit plan activity	18	(7)	11
Amortization of actuarial loss (gain) reclassified to other noninterest expense	24	(9)	15
Amortization of prior service cost (credit) reclassified to other noninterest expense	(3)	1	(2)
Total First Quarter 2012 activity	39	(15)	24
Balance at June 30, 2012	(1,104)	404	(700)
Balance at March 31, 2013	(1,180)	432	(748)
<i>Second Quarter 2013 activity</i>			
Net pension and other postretirement benefit plan activity	(14)	5	(9)
Amortization of actuarial loss (gain) reclassified to other noninterest expense	24	(9)	15
Amortization of prior service cost (credit) reclassified to other noninterest expense	(3)	1	(2)
Total Second Quarter 2013 activity	7	(3)	4
Balance at June 30, 2013	\$(1,173)	\$429	\$ (744)
<i>Other</i>			
Balance at March 31, 2012	\$ (39)	\$ 19	\$ (20)
<i>Second Quarter 2012 Activity</i>			
BlackRock gains (losses)	(27)	17	(10)
Net investment hedge derivatives (b)	12	(4)	8
Foreign currency translation adjustments	(15)	5	(10)
Total Second Quarter 2012 activity	(30)	18	(12)
Balance at June 30, 2012	(69)	37	(32)
Balance at March 31, 2013	(47)	16	(31)
<i>Second Quarter 2013 Activity</i>			
BlackRock gains (losses)	(7)	(6)	(13)
Net investment hedge derivatives (b)	(1)		(1)
Foreign currency translation adjustments	1		1
Total Second Quarter 2013 activity	(7)	(6)	(13)
Balance at June 30, 2013	\$ (54)	\$ 10	\$ (44)

(a) Cash flow hedge derivatives are interest rate contract derivatives designated as hedging instruments under GAAP.
(b) Net investment hedge derivatives are foreign exchange contracts designated as hedging instruments under GAAP.

Table of Contents

In millions	Pretax	Tax	After-tax
Net unrealized gains (losses) on non-OTTI securities			
Balance at December 31, 2011	\$ 1,098	\$(402)	\$ 696
2012 activity			
Increase in net unrealized gains (losses) on non-OTTI securities	481	(177)	304
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities in interest income	19	(7)	12
Less: Net gains (losses) realized on sale of securities reclassified to noninterest income	66	(24)	42
Net unrealized gains (losses) on non-OTTI securities	396	(146)	250
Balance at June 30, 2012	1,494	(548)	946
Balance at December 31, 2012	1,858	(681)	1,177
2013 activity			
Increase in net unrealized gains (losses) on non-OTTI securities	(886)	321	(565)
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities in interest income	25	(9)	16
Less: Net gains (losses) realized on sale of securities reclassified to noninterest income	52	(19)	33
Net unrealized gains (losses) on non-OTTI securities	(963)	349	(614)
Balance at June 30, 2013	\$ 895	\$(332)	\$ 563
Net unrealized gains (losses) on OTTI securities			
Balance at December 31, 2011	\$(1,166)	\$ 428	\$ (738)
2012 activity			
Increase in net unrealized gains (losses) on OTTI securities	336	(123)	213
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income	(6)	2	(4)
Less: OTTI losses realized on securities reclassified to noninterest income	(72)	27	(45)
Net unrealized gains (losses) on OTTI securities	414	(152)	262
Balance at June 30, 2012	(752)	276	(476)
Balance at December 31, 2012	(195)	72	(123)
2013 activity			
Increase in net unrealized gains (losses) on OTTI securities	82	(30)	52
Less: OTTI losses realized on securities reclassified to noninterest income	(14)	5	(9)
Net unrealized gains (losses) on OTTI securities	96	(35)	61
Balance at June 30, 2013	\$ (99)	\$ 37	\$ (62)
Net unrealized gains (losses) on cash flow hedge derivatives			
Balance at December 31, 2011	\$ 1,131	\$(414)	\$ 717
2012 activity			
Increase in net unrealized gains (losses) on cash flow hedge derivatives	207	(76)	131
Less: Net gains (losses) realized as a yield adjustment reclassified to loan interest income (a)	201	(74)	127
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities interest income (a)	31	(11)	20
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income (a)	59	(22)	37
Net unrealized gains (losses) on cash flow hedge derivatives	(84)	31	(53)
Balance at June 30, 2012	1,047	(383)	664
Balance at December 31, 2012	911	(333)	578
2013 activity			
Increase in net unrealized gains (losses) on cash flow hedge derivatives	(179)	66	(113)
Less: Net gains (losses) realized as a yield adjustment reclassified to loan interest income (a)	153	(56)	97
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities interest income (a)	33	(12)	21
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income (a)	23	(8)	15
Net unrealized gains (losses) on cash flow hedge derivatives	(388)	142	(246)
Balance at June 30, 2013	\$ 523	\$(191)	\$ 332

Table of Contents

In millions	Pretax	Tax	After-tax
Pension and other postretirement benefit plan adjustments			
Balance at December 31, 2011	\$(1,191)	\$436	\$ (755)
2012 Activity			
Net pension and other postretirement benefit plan activity	45	(16)	29
Amortization of actuarial loss (gain) reclassified to other noninterest expense	48	(18)	30
Amortization of prior service cost (credit) reclassified to other noninterest expense	(6)	2	(4)
Total 2012 activity	87	(32)	55
Balance at June 30, 2012	(1,104)	404	(700)
Balance at December 31, 2012	(1,226)	449	(777)
2013 Activity			
Net pension and other postretirement benefit plan activity	11	(4)	7
Amortization of actuarial loss (gain) reclassified to other noninterest expense	48	(18)	30
Amortization of prior service cost (credit) reclassified to other noninterest expense	(6)	2	(4)
Total 2013 Activity	53	(20)	33
Balance at June 30, 2013	\$(1,173)	\$429	\$ (744)
Other			
Balance at December 31, 2011	\$ (51)	\$ 26	\$ (25)
2012 Activity			
BlackRock gains (losses)	(20)	12	(8)
Foreign currency translation adjustments	2	(1)	1
Total 2012 activity	(18)	11	(7)
Balance at June 30, 2012	(69)	37	(32)
Balance at December 31, 2012	(41)	20	(21)
2013 Activity			
BlackRock gains (losses)	(11)	(11)	(22)
Net investment hedge derivatives (b)	56	(21)	35
Foreign currency translation adjustments	(58)	22	(36)
Total 2013 activity	(13)	(10)	(23)
Balance at June 30, 2013	\$ (54)	\$ 10	\$ (44)

(a) Cash flow hedge derivatives are interest rate contract derivatives designated as hedging instruments under GAAP.
(b) Net investment hedge derivatives are foreign exchange contracts designated as hedging instruments under GAAP.

Table 125: Accumulated Other Comprehensive Income (Loss) Components

In millions	June 30, 2013		December 31, 2012	
	Pretax	After-tax	Pretax	After-tax
Net unrealized gains (losses) on non-OTTI securities	\$ 895	\$ 563	\$ 1,858	\$1,177
Net unrealized gains (losses) on OTTI securities	(99)	(62)	(195)	(123)
Net unrealized gains (losses) on cash flow hedge derivatives	523	332	911	578
Pension and other postretirement benefit plan adjustments	(1,173)	(744)	(1,226)	(777)
Other	(54)	(44)	(41)	(21)
Accumulated other comprehensive income (loss)	\$ 92	\$ 45	\$ 1,307	\$ 834

NOTE 16 INCOME TAXES

The net operating loss carryforwards at June 30, 2013 and December 31, 2012 follow:

Table 126: Net Operating Loss Carryforwards and Tax Credit Carryforwards

In millions	June 30 2013	December 31 2012
Net Operating Loss Carryforwards:		
Federal	\$1,157	\$ 1,698
State	2,371	2,468
Tax Credit Carryforwards:		
Federal	\$ 33	\$ 29
State	4	4
Valuation Allowance:		
State	\$ 59	\$ 54

The federal net operating loss carryforwards expire from 2027 to 2032. The state net operating loss carryforwards will expire from 2013 to 2031. The majority of the tax credit carryforwards expire in 2032. All federal and most state net operating loss and credit carryforwards are from acquired entities and utilization is subject to various statutory limitations. It is anticipated that the company will be able to fully utilize its carryforwards for federal tax purposes. A valuation allowance has been recorded against certain state carryforwards as reflected above.

Examinations are substantially completed for PNC's consolidated federal income tax returns for 2007 and 2008 and there are no outstanding unresolved issues. The Internal Revenue Service (IRS) is currently examining PNC's 2009 and 2010 returns. National City's consolidated federal income tax returns through 2008 have been audited by the IRS. Certain adjustments remain under review by the IRS Appeals Division for years 2003 through 2008.

The Company had unrecognized tax benefits of \$109 million at June 30, 2013 and \$176 million at December 31, 2012. The decrease results from the company partially resolving certain adjustments relating to legacy National City federal examinations and from resolving various state examinations. At June 30, 2013, \$86 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 \$68 million within the next twelve months.

NOTE 17 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 Matters. "Disclosed Matters" includes those matters disclosed in this Note 17 and also those matters disclosed in Note 23 Legal Proceedings in Part II, Item 8 of our 2012 Form 10-K and Note 17 Legal Proceedings in Part I, Item 1 of our Form 10-Q for the quarter ended March 31, 2013 (such prior disclosure referred to as "Prior Disclosure"). For Disclosed Matters where we are able to estimate such possible losses or ranges of possible losses, as of June 30, 2013, we estimate that it is reasonably possible that we could incur losses in an aggregate amount of up to approximately \$400 million. The estimates included in this amount are based on our analysis of currently available information and are subject to the application of 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 damages or liability, if any, will be shared among multiple defendants). Generally, the less progress that has been made in the

Table of Contents

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 as alleged in the plaintiff’s pleadings or other public filings or otherwise based on publicly available information. 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.

The following descriptions update our disclosure of pending legal proceedings provided in our Prior Disclosure.

INTERCHANGE LITIGATION

In the cases that have been consolidated for pretrial proceedings in the United States District Court for the Eastern District of New York under the caption *In re Payment Card Interchange Fee and Merchant-Discount Antitrust Litigation* (Master File No. 1:05-md-1720-JG-JO), the court has scheduled a hearing with respect to final court approval for September 2013. Numerous merchants, including some large national merchants, have objected to or requested exclusion (opted out) from the proposed class settlements, and some of those opting out have filed complaints in the U.S. District Courts for the Southern and Eastern Districts of New York against Visa, MasterCard and, in some instances, one or more of the other issuing banks.

CBNV MORTGAGE LITIGATION

MDL Proceedings in Pennsylvania. In June 2013, the court in the multidistrict litigation proceeding (MDL) in the United States District Court for the Western District of Pennsylvania under the caption *In re: Community Bank of Northern Virginia Lending Practices Litigation* (No. 03-0425 (W.D. Pa.), MDL No. 1674) granted in part and denied in part the motion, dismissing the claims of any plaintiff whose loan did not originate or was not assigned to our predecessor, Community Bank of Northern Virginia (CBNV), narrowing the scope of the Real Estate Settlement Procedures Act (RESPA) claim,

and dismissing several of the named plaintiffs for lack of standing. The court also dismissed the claims against the other lender defendant on jurisdictional grounds. The limitation of the potential class to CBNV borrowers reduces its size to approximately 22,500. Also in June 2013, the plaintiffs filed a motion for class certification, which was granted in July 2013.

OVERDRAFT LITIGATION

In August 2013, the United States District Court for the Southern District of Florida (the “MDL Court”) granted final approval to the settlement described below of the three pending lawsuits naming PNC Bank that had been consolidated for pre-trial proceedings in the MDL Court (together with one other case naming National City Bank, two cases naming RBC Bank (USA), and similar lawsuits against numerous other banks) under the caption *In re Checking Account Overdraft Litigation* (MDL No. 2036, Case No. 1:09-MD-02036-JLK). PNC Bank had reached an agreement to settle these cases for \$90 million in June 2012.

The complaints in these three lawsuits alleged that PNC Bank engaged in unlawful practices in assessing overdraft fees arising from electronic point-of-sale and ATM debits. The principal practice challenged in these lawsuits is PNC Bank’s purportedly common policy of posting debit transactions on a daily basis from highest amount to lowest amount, thereby allegedly inflating the number of overdraft fees assessed. Other practices challenged include the failure to decline to honor debit card transactions where the account has insufficient funds to cover the transactions.

In the consolidated amended complaint against PNC Bank in the MDL Court, the plaintiffs asserted claims for breach of the covenant of good faith and fair dealing; unconscionability; conversion; unjust enrichment; and violation of the consumer protection statutes of Pennsylvania, Illinois and New Jersey.

The cases against PNC Bank in the MDL Court sought to certify multi-state classes of customers for the common law claims described below (covering all states in which PNC Bank had retail branch operations during the class periods), and subclasses of PNC Bank customers with accounts in Pennsylvania and New Jersey branches, with each subclass being asserted for purposes of claims under those states’ consumer protection statutes. No class periods were stated in any of the complaints, other than for the applicable statutes of limitations, which vary by state and claim.

PNC Bank’s motion to dismiss a consolidated amended complaint with respect to the cases pending against it in the MDL Court was denied in March 2011. In December 2011, the plaintiffs in cases pending against PNC Bank in the MDL Court moved for class certification, which was granted in May 2012.

The lawsuits pending against RBC Bank (USA) consolidated in the MDL Court as well as another lawsuit making similar allegations against PNC Bank, as described in Prior Disclosure, remain pending.

Table of Contents

CAPTIVE MORTGAGE REINSURANCE LITIGATION

In June 2013, the United States District Court for the Eastern District of Pennsylvania, in *White, et al. v. The PNC Financial Services Group, Inc., et al.* (Civil Action No. 11-7928), dismissed, without prejudice, the amended complaint on statute of limitations grounds. A second amended complaint, in response to the court's dismissal order, was filed in July 2013. We filed a motion to dismiss the second amended complaint, also in July 2013. The court has not yet ruled on this motion.

RESIDENTIAL MORTGAGE-BACKED SECURITIES INDEMNIFICATION DEMANDS

The parties have settled several of the cases with respect to which we have received indemnification demands. There has not been any determination that the parties seeking indemnification have any liability to the plaintiffs in the other lawsuits and the amount, if any, for which we are responsible in the settled cases has not been determined.

LENDER PLACED INSURANCE LITIGATION

In June 2013, a lawsuit (*Lauren v. PNC Bank, N.A., et al.*, Case No. 2:13-cv-00762-TFM) was filed in the United States District Court for the Western District of Pennsylvania against PNC Bank and a provider of property and casualty insurance to PNC for certain residential mortgages. This lawsuit, which was brought as a class action, alleges, with respect to PNC Bank, that it breached alleged contractual (including the implied covenant of good faith and fair dealing) and fiduciary duties to residential mortgage borrowers, and, as to Ohio borrowers, violated the Ohio Consumer Sales Practice Act in connection with the administration of PNC Bank's program for placement of insurance for borrowers who fail to obtain certain insurance coverages required by the terms of their mortgages. The plaintiff alleges, among other things, that defendants placed insurance in unnecessary and excessive amounts and that PNC Bank improperly profited from these arrangements by means of the payment of commissions to PNC Bank and by reinsurance arrangements between PNC Bank and the insurance provider. The plaintiff seeks to certify a nationwide class and an Ohio sub-class (for the Ohio statutory claim) of all persons who, during applicable periods, have or had a residential mortgage loan or line of credit with PNC Bank, and had hazard insurance placed upon the secured property by PNC Bank. The plaintiff seeks, among other things, damages, restitution or disgorgement of profits improperly obtained, injunctive relief, interest, and attorneys' fees.

PATENT INFRINGEMENT LITIGATION

In June 2013, a lawsuit (*Intellectual Ventures I LLC & Intellectual Ventures II LLC v. PNC Financial Services Group, Inc., and PNC Bank NA*, Case No. 2:13-cv-00740-AJS) was filed in the United States District Court for the Western District of Pennsylvania against PNC and PNC Bank for patent infringement. The plaintiffs allege that multiple systems by which PNC and PNC Bank provide online banking

services and other services via electronic means infringe five patents owned by the plaintiffs. The plaintiffs seek, among other things, a declaration that PNC and PNC Bank are infringing each of the patents, damages for past and future infringement, and attorneys' fees.

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, sales by third party providers of voluntary identity protection services to PNC customers, municipal finance activities, and participation in government insurance or guarantee programs, some of which are described below and in Prior Disclosure. These inquiries, including those described below and in Prior Disclosure, may lead to administrative, civil or criminal proceedings, and possibly result in remedies including fines, penalties, restitution, or alterations in our business practices, and in additional expenses and collateral costs.

- PNC has received a subpoena from the U.S. Attorney's Office for the Southern District of New York seeking information regarding claims for foreclosure expenses that are incurred in connection with the foreclosure of loans insured or guaranteed by FHA, Fannie Mae or Freddie Mac. This inquiry is in its early stage, and PNC is cooperating with the investigation.
- The Department of Justice, Civil Rights Division, and the Consumer Financial Protection Bureau are jointly investigating whether mortgage loan pricing by National City and PNC had a disparate impact on protected classes. In June 2013, PNC was advised by the CFPB that it had authorized settlement negotiations with PNC, as successor to National City Corporation, and by the Department of Justice that it had authorized the filing of a civil complaint against PNC, also as successor to National City. PNC continues to cooperate with the agencies' investigation.

Our practice is to cooperate fully with regulatory and governmental investigations, audits and other inquiries, including those described in this Note 17 and 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

Table of Contents

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 otherwise, will have a material adverse effect on our results of operations in any future reporting period, which will depend on, among other things, the amount of the loss resulting from the claim and the amount of income otherwise reported for the reporting period.

See Note 18 Commitments and Guarantees for additional information regarding the Visa indemnification and our other obligations to provide indemnification, including to current and former officers, directors, employees and agents of PNC and companies we have acquired.

NOTE 18 COMMITMENTS AND GUARANTEES

EQUITY FUNDING AND OTHER COMMITMENTS

Our unfunded commitments at June 30, 2013 included private equity investments of \$171 million.

STANDBY LETTERS OF CREDIT

We issue standby letters of credit and have risk participations in standby letters of credit issued by other financial institutions, in each case to support obligations of our customers to third parties, such as insurance requirements and the facilitation of transactions involving capital markets product execution. Net outstanding standby letters of credit and internal credit ratings were as follows:

Table 127: Net Outstanding Standby Letters of Credit

Dollars in billions	June 30 2013	December 31 2012
Net outstanding standby letters of credit (a)	\$ 10.9	\$ 11.5
Internal credit ratings (as a percentage of portfolio):		
Pass (b)	96%	95%
Below pass (c)	4%	5%

(a) The amounts above exclude participations in standby letters of credit of \$3.2 billion to other financial institutions as of June 30, 2013 and December 31, 2012. The amounts above also include \$6.8 billion and \$7.5 billion which support remarketing programs at June 30, 2013 and December 31, 2012, respectively.

(b) Indicates that expected risk of loss is currently low.

(c) 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, subject to the terms of the letter of credit, we would be obligated to make payment to them. The standby letters of credit outstanding on June 30, 2013 had terms ranging from less than 1 year to 7 years.

As of June 30, 2013, assets of \$2.4 billion secured certain specifically identified standby letters of credit. In addition, a portion of the remaining standby letters of credit 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 participations in standby letters of credit was \$215 million at June 30, 2013.

STANDBY BOND PURCHASE AGREEMENTS AND OTHER LIQUIDITY FACILITIES

We enter into standby bond purchase agreements to support municipal bond obligations. At June 30, 2013, the aggregate of our commitments under these facilities was \$556 million. We also enter into certain other liquidity facilities to support individual pools of receivables acquired by commercial paper conduits. At June 30, 2013, our total commitments under these facilities were \$145 million.

INDEMNIFICATIONS

We are a party to numerous acquisition or divestiture agreements under which we have purchased or sold, or agreed to purchase or sell, various types of assets. These agreements can cover the purchase or sale of entire businesses, loan portfolios, branch banks, partial interests in companies, or other types of assets.

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

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

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

Table of Contents

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.

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 six months of 2013. 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.

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 2012 Form 10-K has additional information regarding the October 2007 Visa restructuring, our involvement with judgment and loss sharing

agreements with Visa and certain other banks, and the status of pending interchange litigation. This information was updated in Note 23 Legal Proceedings in our 2012 Form 10-K and in Note 17 Legal Proceedings in this Report. Additionally, we continue to have an obligation to indemnify Visa for judgments and settlements for the remaining specified litigation.

RECOURSE AND REPURCHASE OBLIGATIONS

As discussed in Note 3 Loan Sale and Servicing Activities and Variable Interest Entities, PNC has sold commercial mortgage, residential mortgage and home equity loans directly or indirectly through securitization and loan sale transactions in which we have continuing involvement. One form of continuing involvement includes certain recourse and loan repurchase obligations associated with the transferred assets.

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 June 30, 2013 and December 31, 2012, the unpaid principal balance outstanding of loans sold as a participant in these programs was \$12.7 billion and \$12.8 billion, respectively. The potential maximum exposure under the loss share arrangements was \$3.9 billion at both June 30, 2013 and December 31, 2012.

We maintain a reserve for estimated losses based upon our exposure. The reserve for losses under these programs totaled \$37 million and \$43 million as of June 30, 2013 and December 31, 2012, respectively, and is included in Other liabilities on our Consolidated Balance Sheet. The comparable reserve as of June 30, 2012 was \$48 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.

Table 128: Analysis of Commercial Mortgage Recourse Obligations

In millions	2013	2012
January 1	\$43	\$47
Reserve adjustments, net	(6)	5
Losses – loan repurchases and settlements		(4)
June 30	\$37	\$48

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. For additional information on loan sales see Note 3 Loan Sale and Servicing Activities and Variable Interest Entities. 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 of National City. 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 loans sold in these transactions. Repurchase activity associated with brokered home equity loans/lines is reported in the Non-Strategic Assets Portfolio segment.

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 June 30, 2013 and December 31, 2012, the total indemnification and repurchase liability for estimated losses on indemnification and repurchase claims totaled \$547 million and \$672 million, respectively, and was included in Other liabilities on the Consolidated Balance Sheet. An analysis of the changes in this liability during the first six months of 2013 and 2012 follows:

Table 129: Analysis of Indemnification and Repurchase Liability for Asserted Claims and Unasserted Claims

In millions	2013			2012		
	Residential Mortgages (a)	Home Equity Loans/Lines (b)	Total	Residential Mortgages (a)	Home Equity Loans/Lines (b)	Total
January 1	\$ 614	\$ 58	\$ 672	\$ 83	\$ 47	\$ 130
Reserve adjustments, net	4	(3)	1	32	12	44
RBC Bank (USA) acquisition				26		26
Losses – loan repurchases and settlements	(96)	(30)	(126)	(40)	(8)	(48)
March 31	\$ 522	\$ 25	\$ 547	\$ 101	\$ 51	\$ 152
Reserve adjustments, net	73	1	74	438	15	453
Losses – loan repurchases and settlements	(72)	(2)	(74)	(77)	(5)	(82)
June 30	\$ 523	\$ 24	\$ 547	\$ 462	\$ 61	\$ 523

(a) Repurchase obligation associated with sold loan portfolios of \$114.4 billion and \$115.7 billion at June 30, 2013 and June 30, 2012, respectively.

(b) Repurchase obligation associated with sold loan portfolios of \$3.8 billion and \$4.4 billion at June 30, 2013 and June 30, 2012, 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 indemnification and repurchase claims for all loans sold and outstanding as of June 30, 2013 and 2012. In making these estimates, we consider the losses that we expect to incur over the life of the sold loans. 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 June 30, 2013, we estimate that it is reasonably possible that we could incur additional losses in excess of our accrued indemnification and repurchase liability of up to approximately \$355 million for our portfolio of residential mortgage loans sold. At June 30, 2013, the reasonably

Table of Contents

possible loss above our accrual for our portfolio of home equity loans/lines sold was not material. This estimate of potential additional losses in excess of our liability is based on assumed higher repurchase claims and lower claim rescissions 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:

Table 130: Reinsurance Agreements Exposure (a)

In millions	June 30 2013	December 31 2012
Accidental Death & Dismemberment	\$1,973	\$ 2,049
Credit Life, Accident & Health	674	795
Lender Placed Hazard (b)	2,901	2,774
Borrower and Lender Paid Mortgage Insurance	183	228
Maximum Exposure	\$5,731	\$ 5,846
Percentage of reinsurance agreements:		
Excess of Loss – Mortgage Insurance	3%	3%
Quota Share	97%	97%
Maximum Exposure to Quota Share Agreements with 100% Reinsurance	\$ 673	\$ 794

(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 six months of 2013 and 2012 follows:

Table 131: Reinsurance Reserves – Rollforward

In millions	2013	2012
January 1	\$ 61	\$ 82
Paid Losses	(21)	(35)
Net Provision	8	23
June 30	\$ 48	\$ 70

There were no changes to the terms of existing agreements, nor were any new relationships entered into or existing relationships exited.

There is a reasonable possibility that losses could be more than or less than the amount reserved due to ongoing uncertainty in various economic, social and other factors that could impact the frequency and severity of claims covered by these reinsurance agreements. At June 30, 2013, 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. Repurchase and resale agreements are treated as collateralized financing transactions for accounting purposes and are generally carried at the amounts at which the securities will be subsequently reacquired or resold, including accrued interest. Our policy is to take possession of securities purchased under agreements to resell. We monitor the market value of securities to be repurchased and resold and additional collateral may be obtained where considered appropriate to protect against credit exposure.

Repurchase and resale agreements are typically entered into with counterparties under industry standard master netting agreements which provide for the right to setoff amounts owed one another with respect to multiple repurchase and resale agreements under such master netting agreement (referred to as netting arrangements) and liquidate the purchased or borrowed securities in the event of counterparty default. In order for an arrangement to be eligible for netting under GAAP (ASC 210-20), we must obtain the requisite assurance that the offsetting rights included in the master netting agreement would be legally enforceable in the event of bankruptcy, insolvency, or a similar proceeding of such third party. Enforceability is evidenced by obtaining a legal opinion that supports, with sufficient confidence, the enforceability of the master netting agreement in bankruptcy.

In accordance with the disclosure requirements of ASU 2011-11, *Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities*, Table 132: Resale and Repurchase Agreements Offsetting shows the amounts owed under resale and repurchase agreements and the securities collateral associated with those agreements where a legal opinion supporting the enforceability of the offsetting rights has been obtained. We do not present resale and repurchase agreements entered into with the same counterparty under a legally enforceable master netting agreement on a net basis on our Consolidated Balance Sheet or within Table 132: Resale and Repurchase Agreements Offsetting. The amounts reported in Table 132 exclude the fair value adjustment on the structured resale agreements of \$14 million and \$19 million at June 30, 2013 and December 31, 2012, respectively, that we have elected to account for at fair value.

Table of Contents

Refer to Note 9 Fair Value for additional information regarding the structured resale agreements at fair value.

For further discussion on ASU 2011-11, *Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities* and the impact of other instruments entered into under master netting arrangements, see Note 1 under Recent Accounting Pronouncements in the March 31, 2013 Form 10-Q. Refer to Note 13 Financial Derivatives for additional information related to offsetting of financial derivatives.

Table 132: Resale and Repurchase Agreements Offsetting

In millions	Gross Resale Agreements	Amounts Offset on the Consolidated Balance Sheet	Net Resale Agreements (a) (b)	Securities Collateral Held Under Master Netting Agreements (c)	Net Amounts (b)
Resale Agreements					
June 30, 2013	\$ 1,089		\$ 1,089	\$ 999	\$ 90
December 31, 2012	975		975	884	91

In millions	Gross Repurchase Agreements	Amounts Offset on the Consolidated Balance Sheet	Net Repurchase Agreements (d) (e)	Securities Collateral Pledged Under Master Netting Agreements (c)	Net Amounts (e)
Repurchase Agreements					
June 30, 2013	\$ 3,237		\$ 3,237	\$ 2,355	\$ 882
December 31, 2012	3,215		3,215	2,168	1,047

- (a) Represents the resale agreement amount included in Federal funds sold and resale agreements on our Consolidated Balance Sheet and the related accrued interest income in the amount of \$1 million at both June 30, 2013 and December 31, 2012, respectively, which is included in Other Assets on the Consolidated Balance Sheet.
- (b) These amounts include certain long term resale agreements of \$89 million at both June 30, 2013 and December 31, 2012, respectively, which are fully collateralized but do not have the benefits of a netting opinion and therefore might be subject to a stay in insolvency proceedings and therefore are not eligible under ASC 210-20 for netting.
- (c) In accordance with the requirements of ASU 2011-11, represents the fair value of securities collateral purchased or sold, up to the amount owed under the agreement, for agreements supported by a legally enforceable master netting agreement.
- (d) Represents the repurchase agreement amount included in Federal funds purchased and repurchase agreements on our Consolidated Balance Sheet and the related accrued interest expense in the amount of less than \$1 million at both June 30, 2013 and December 31, 2012, which is included in Other Liabilities on the Consolidated Balance Sheet.
- (e) These amounts include overnight repurchase agreements of \$832 million and \$997 million at June 30, 2013 and December 31, 2012, respectively, entered into with municipalities, pension plans, and certain trusts and insurance companies as well as certain long term repurchase agreements of \$50 million at both June 30, 2013 and December 31, 2012, which are fully collateralized but do not have the benefits of a netting opinion and therefore might be subject to a stay in insolvency proceedings and therefore are not eligible under ASC 210-20 for netting.

NOTE 19 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 internal management reporting practices. 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 periodically refine our internal methodologies as management reporting practices are enhanced. To the extent practicable, retrospective application of new methodologies is made to prior period reportable business segment results and disclosures to create comparability to the current period presentation to reflect any such refinements.

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. Key reserve assumptions and estimation processes react to and are influenced by observed changes in loan portfolio performance experience, the financial strength of the borrower, and economic conditions. Key reserve assumptions are periodically updated.

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.

Table of Contents

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, private equity investments, 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, ATMs, call centers, online banking and mobile channels. The branch network is located primarily in Pennsylvania, Ohio, New Jersey, Michigan, Illinois, Maryland, Indiana, North Carolina, Florida, Kentucky, Washington, D.C., Delaware, Alabama, Virginia, Georgia, 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 investment 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 administration services. Institutional clients include corporations, unions, municipalities, non-profits, foundations and endowments, primarily located 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 of 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 loan applications are brokered by majority owned affiliates 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.

We hold an equity investment in BlackRock, which is a key component of our diversified revenue strategy. BlackRock is a publicly traded company, and additional information regarding its business is available in its filings with the Securities and Exchange Commission (SEC). At June 30, 2013, our economic interest in BlackRock was 22%.

PNC received cash dividends from BlackRock of \$125 million and \$113 million during the first six months of 2013 and 2012, respectively.

Non-Strategic Assets Portfolio includes a consumer portfolio of mainly residential mortgage and brokered home equity loans and a small commercial loan and lease portfolio. We obtained a significant portion of these non-strategic assets through acquisitions of other companies.

[Table of Contents](#)
Table 133: Results Of Businesses

Three months ended June 30 In millions	Retail Banking	Corporate & Institutional Banking	Asset Management Group	Residential Mortgage Banking	BlackRock	Non-Strategic Assets Portfolio	Other	Consolidated
2013								
Income Statement								
Net interest income	\$ 1,012	\$ 912	\$ 70	\$ 51		\$ 164	\$ 49	\$ 2,258
Noninterest income	542	477	184	177	\$ 149	11	266	1,806
Total revenue	1,554	1,389	254	228	149	175	315	4,064
Provision for credit losses (benefit)	148	(40)	1	4		39	5	157
Depreciation and amortization	45	32	11	3			86	177
Other noninterest expense	1,111	467	184	189		41	266	2,258
Income (loss) before income taxes and noncontrolling interests	250	930	58	32	149	95	(42)	1,472
Income taxes (benefit)	92	318	22	12	37	35	(167)	349
Net income	\$ 158	\$ 612	\$ 36	\$ 20	\$ 112	\$ 60	\$ 125	\$ 1,123
Inter-segment revenue	\$ 2	\$ 5	\$ 3	\$ 2	\$ 4	\$ (3)	\$ (13)	
Average Assets (a)	\$74,516	\$112,207	\$ 7,289	\$10,407	\$ 5,982	\$ 10,290	\$81,336	\$ 302,027
2012								
Income Statement								
Net interest income	\$ 1,114	\$ 1,059	\$ 75	\$ 53		\$ 221	\$ 4	\$ 2,526
Noninterest income	437	354	165	(162)	\$ 111	2	190	1,097
Total revenue	1,551	1,413	240	(109)	111	223	194	3,623
Provision for credit losses (benefit)	165	33	(1)	(2)		50	11	256
Depreciation and amortization	48	34	10	2			83	177
Other noninterest expense	1,123	462	171	228		67	420	2,471
Income (loss) before income taxes and noncontrolling interests	215	884	60	(337)	111	106	(320)	719
Income taxes (benefit)	79	307	22	(124)	23	39	(173)	173
Net income (loss)	\$ 136	\$ 577	\$ 38	\$ (213)	\$ 88	\$ 67	\$ (147)	\$ 546
Inter-segment revenue		\$ 9	\$ 3	\$ 2	\$ 4	\$ (3)	\$ (15)	
Average Assets (a)	\$73,093	\$102,835	\$ 6,659	\$11,501	\$ 5,597	\$ 12,690	\$83,776	\$ 296,151

Table of Contents

Six months ended June 30
In millions

	Retail Banking	Corporate & Institutional Banking	Asset Management Group	Residential Mortgage Banking	BlackRock	Non-Strategic Assets Portfolio	Other	Consolidated
2013								
Income Statement								
Net interest income	\$ 2,061	\$ 1,838	\$ 143	\$ 99		\$ 367	\$ 139	\$ 4,647
Noninterest income	976	862	366	420	\$ 287	27	434	3,372
Total revenue	3,037	2,700	509	519	287	394	573	8,019
Provision for credit losses (benefit)	310	(26)	6	24		81	(2)	393
Depreciation and amortization	92	64	21	6			169	352
Other noninterest expense	2,195	915	357	386		93	532	4,478
Income (loss) before income taxes and noncontrolling interests	440	1,747	125	103	287	220	(126)	2,796
Income taxes (benefit)	162	594	46	38	67	81	(319)	669
Net income	\$ 278	\$ 1,153	\$ 79	\$ 65	\$ 220	\$ 139	\$ 193	\$ 2,127
Inter-segment revenue	\$ 2	\$ 11	\$ 6	\$ 3	\$ 8	\$ (5)	\$ (25)	
Average Assets (a)	\$74,317	\$111,941	\$ 7,210	\$10,604	\$ 5,982	\$ 10,511	\$82,167	\$ 302,732
2012								
Income Statement								
Net interest income	\$ 2,158	\$ 1,975	\$ 150	\$ 104		\$ 438	\$ (8)	\$ 4,817
Noninterest income	828	682	333	80	\$ 227	(17)	405	2,538
Total revenue	2,986	2,657	483	184	227	421	397	7,355
Provision for credit losses (benefit)	300	52	9	(9)		68	21	441
Depreciation and amortization	94	67	20	5			158	344
Other noninterest expense	2,146	892	337	428		135	821	4,759
Income (loss) before income taxes and noncontrolling interests	446	1,646	117	(240)	227	218	(603)	1,811
Income taxes (benefit)	163	574	43	(88)	49	80	(367)	454
Net income (loss)	\$ 283	\$ 1,072	\$ 74	\$ (152)	\$ 178	\$ 138	\$ (236)	\$ 1,357
Inter-segment revenue		\$ 18	\$ 6	\$ 4	\$ 7	\$ (5)	\$ (30)	
Average Assets (a)	\$71,420	\$ 97,866	\$ 6,613	\$11,745	\$ 5,597	\$ 12,407	\$83,199	\$ 288,847

(a) Period-end balances for BlackRock.

NOTE 20 SUBSEQUENT EVENTS

On July 23, 2013, we completed the redemption of the \$22 million of trust preferred securities issued by Fidelity Capital Trust II, originally called on June 7, 2013.

On July 25, 2013, PNC Bank issued \$750 million of subordinated notes with a maturity date of July 25, 2023. Interest is payable semi-annually at a fixed rate of 3.80% on January 25 and July 25 of each year, beginning on January 25, 2014.

On August 1, 2013, we called for redemption, to be completed on September 16, 2013, the \$35 million of trust preferred securities issued by MAF Bancorp Capital Trust II.

[Table of Contents](#)

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

	Six months ended June 30					
	2013			2012		
Taxable-equivalent basis Dollars in millions	Average Balances	Interest Income/ Expense	Average Yields/ Rates	Average Balances	Interest Income/ Expense	Average Yields/ Rates
Assets						
Interest-earning assets:						
Investment securities						
Securities available for sale						
Residential mortgage-backed						
Agency	\$ 24,751	\$ 334	2.70%	\$ 27,000	\$ 426	3.16%
Non-agency	5,957	163	5.46	6,646	183	5.50
Commercial mortgage-backed	3,800	76	4.01	3,667	81	4.42
Asset-backed	5,826	54	1.86	4,865	50	2.06
US Treasury and government agencies	2,393	18	1.53	2,836	29	2.04
State and municipal	2,186	52	4.71	1,836	45	4.87
Other debt	2,689	34	2.48	3,087	39	2.56
Corporate stocks and other	335		.13	332		.07
Total securities available for sale	47,937	731	3.05	50,269	853	3.39
Securities held to maturity						
Residential mortgage-backed	3,988	67	3.35	4,418	80	3.64
Commercial mortgage-backed	3,634	82	4.53	4,506	104	4.59
Asset-backed	902	8	1.76	1,022	9	1.75
US Treasury and government agencies	232	4	3.78	223	4	3.79
State and municipal	640	14	4.25	671	14	4.19
Other	350	5	2.86	360	5	2.86
Total securities held to maturity	9,746	180	3.70	11,200	216	3.86
Total investment securities	57,683	911	3.16	61,469	1,069	3.48
Loans						
Commercial	84,752	1,648	3.87	73,208	1,716	4.64
Commercial real estate	18,855	469	4.94	17,630	490	5.50
Equipment lease financing	7,296	155	4.23	6,481	157	4.85
Consumer	61,499	1,383	4.54	58,490	1,374	4.72
Residential real estate	14,957	390	5.21	15,430	425	5.51
Total loans	187,359	4,045	4.32	171,239	4,162	4.84
Loans held for sale	3,175	85	5.39	2,963	95	6.44
Federal funds sold and resale agreements	1,159	4	.68	1,744	13	1.52
Other	6,765	115	3.44	6,518	120	3.67
Total interest-earning assets/interest income	256,141	5,160	4.03	243,933	5,459	4.46
Noninterest-earning assets:						
Allowance for loan and lease losses	(3,879)			(4,245)		
Cash and due from banks	3,961			3,735		
Other	46,509			45,424		
Total assets	\$302,732			\$288,847		
Liabilities and Equity						
Interest-bearing liabilities:						
Interest-bearing deposits						
Money market	\$ 69,063	63	.19	\$ 64,032	69	.22
Demand	39,774	9	.05	32,993	7	.04
Savings	10,899	5	.10	9,596	5	.10
Retail certificates of deposit	23,062	96	.84	28,192	97	.69
Time deposits in foreign offices and other time	2,216	6	.52	3,407	8	.49
Total interest-bearing deposits	145,014	179	.25	138,220	186	.27
Borrowed funds						
Federal funds purchased and repurchase agreements	4,229	3	.15	4,744	5	.22
Federal Home Loan Bank borrowings	7,437	21	.57	9,603	37	.77
Bank notes and senior debt	10,679	95	1.77	10,878	132	2.39
Subordinated debt	7,125	100	2.81	7,506	185	4.94
Commercial paper	7,613	9	.23	6,957	9	.26
Other	2,078	26	2.45	1,980	22	2.14
Total borrowed funds	39,161	254	1.29	41,668	390	1.86
Total interest-bearing liabilities/interest expense	184,175	433	.47	179,888	576	.64
Noninterest-bearing liabilities and equity:						
Noninterest-bearing deposits	64,800			59,189		
Allowance for unfunded loan commitments and letters of credit	244			242		
Accrued expenses and other liabilities	11,406			10,781		
Equity	42,107			38,747		
Total liabilities and equity	\$302,732			\$288,847		
Interest rate spread			3.56			3.82
Impact of noninterest-bearing sources			.13			.17
Net interest income/margin		\$ 4,727	3.69%		\$ 4,883	3.99%

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.

Table of Contents

Second Quarter 2013			First Quarter 2013			Second Quarter 2012		
Average Balances	Interest Income/Expense	Average Yields/Rates	Average Balances	Interest Income/Expense	Average Yields/Rates	Average Balances	Interest Income/Expense	Average Yields/Rates
\$24,339	\$ 152	2.50%	\$ 25,168	\$ 182	2.90%	\$ 26,968	\$ 214	3.17%
5,889	82	5.51	6,025	81	5.40	6,716	94	5.63
3,855	38	4.00	3,745	38	4.02	3,561	39	4.41
5,919	27	1.80	5,731	27	1.92	5,401	26	1.91
2,074	7	1.37	2,715	11	1.65	2,549	15	2.33
2,182	24	4.48	2,189	28	4.93	1,902	22	4.63
2,728	17	2.39	2,649	17	2.58	3,178	20	2.56
304		.14	368		.12	317		.11
47,290	347	2.93	48,590	384	3.16	50,592	430	3.40
3,833	31	3.26	4,146	36	3.44	4,259	39	3.70
3,521	38	4.34	3,747	44	4.71	4,376	51	4.56
978	4	1.74	826	4	1.80	874	4	1.83
233	2	3.80	231	2	3.77	225	2	3.79
640	7	4.27	639	7	4.23	671	7	4.20
349	3	2.89	352	2	2.82	359	2	2.89
9,554	85	3.57	9,941	95	3.82	10,764	105	3.90
56,844	432	3.04	58,531	479	3.27	61,356	535	3.49
86,015	807	3.71	83,476	841	4.03	77,131	927	4.75
18,860	231	4.84	18,850	238	5.05	18,440	270	5.78
7,350	82	4.41	7,241	73	4.05	6,586	81	4.96
61,587	676	4.40	61,411	707	4.67	59,832	695	4.67
14,794	190	5.13	15,121	200	5.29	15,932	216	5.44
188,606	1,986	4.19	186,099	2,059	4.45	177,921	2,189	4.90
3,072	32	4.22	3,279	53	6.49	3,016	45	6.00
1,141	2	.61	1,176	2	.74	1,666	6	1.45
6,439	57	3.66	7,095	58	3.25	6,173	56	3.62
256,102	2,509	3.91	256,180	2,651	4.15	250,132	2,831	4.51
(3,821)			(3,937)			(4,176)		
3,869			4,055			3,694		
45,877			47,147			46,501		
\$302,027			\$303,445			\$296,151		
\$69,123	30	.18	\$ 69,003	33	.19	\$ 66,902	34	.21
40,172	5	.05	39,372	4	.04	34,388	4	.04
11,124	2	.10	10,671	3	.10	10,008	2	.10
22,641	47	.82	23,488	49	.85	27,373	39	.57
2,164	2	.43	2,267	4	.61	3,577	4	.49
145,224	86	.24	144,801	93	.26	142,248	83	.24
4,132	1	.14	4,328	2	.16	4,937	3	.21
7,218	10	.53	7,657	11	.61	10,238	19	.74
10,886	47	1.71	10,469	48	1.83	10,618	62	2.30
7,003	49	2.78	7,249	51	2.83	7,293	87	4.77
7,263	4	.22	7,967	5	.25	8,229	5	.26
2,099	14	2.62	2,057	12	2.28	1,809	11	2.25
38,601	125	1.28	39,727	129	1.30	43,124	187	1.72
183,825	211	.46	184,528	222	.48	185,372	270	.58
64,749			64,850			60,478		
238			249			243		
10,929			11,891			10,375		
42,286			41,927			39,683		
\$302,027			\$303,445			\$296,151		
		3.45			3.67			3.93
		.13			.14			.15
\$ 2,298		3.58%	\$ 2,429		3.81%	\$ 2,561		4.08%

Loan fees for the six months ended June 30, 2013 and June 30, 2012 were \$110 million and \$105 million, respectively. Loan fees for the three months ended June 30, 2013, March 31, 2013, and June 30, 2012 were \$58 million, \$52 million, and \$56 million, respectively.

Interest income includes the effects of taxable-equivalent adjustments using a statutory federal income tax rate of 35% to increase tax-exempt interest income to a taxable-equivalent basis. The taxable-equivalent adjustments to interest income for the six months ended June 30, 2013 and June 30, 2012 were \$80 million and \$66 million, respectively. The taxable-equivalent adjustments to interest income for the three months ended June 30, 2013, March 31, 2013, and June 30, 2012 were \$40 million, \$40 million, and \$35 million, respectively.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See the information set forth in Note 17 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 2012 Form 10-K in response to Part I, Item 1A.

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

Details of our repurchases of PNC common stock during the second quarter of 2013 are included in the following table:

In thousands, except per share data

2013 period	Total shares purchased (a)	Average price paid per share	Total shares purchased as part of publicly announced programs (b)	Maximum number of shares that may yet be purchased under the programs (b)
April 1 – 30	34	\$59.63	21,551	21,551
May 1 – 31	18	\$61.81	21,551	21,551
June 1 – 30	19	\$62.07	21,551	21,551
Total	71	\$60.85		

- (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 second quarter of 2013. Note 15 Employee Benefit Plans and Note 16 Stock Based Compensation Plans in the Notes To Consolidated Financial Statements in Item 8 of our 2012 Annual Report on 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.

In addition to the repurchases of PNC common stock during the second quarter of 2013 included in the table above, on April 19, 2013, PNC redeemed all 1,500 shares of its Series L Preferred Stock at a price of \$100,000 per share plus accrued and unpaid interest and all 6,000,000 depositary shares representing fractional interests therein at a price of \$25.00 per depositary share plus accrued and unpaid interest.

ITEM 6. EXHIBITS

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

EXHIBIT INDEX

10.82	Additional 2013 forms of employee stock option, performance unit, restricted stock and restricted share unit agreements
12.1	Computation of Ratio of Earnings to Fixed Charges
12.2	Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividends
31.1	Certification of 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 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. Shareholders and bondholders may also obtain copies of Exhibits, without charge, by contacting Shareholder Relations at 800-843-2206 or via e-mail at investor.relations@pnc.com. The interactive data file (XBRL) exhibit is only available electronically.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on August 8, 2013 on its behalf by the undersigned thereunto duly authorized.

The PNC Financial Services Group, Inc.

/s/ Richard J. Johnson
Richard J. Johnson
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

CORPORATE INFORMATION

The PNC Financial Services Group, Inc.

CORPORATE HEADQUARTERS

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

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

INTERNET INFORMATION The PNC Financial Services Group, Inc.'s financial reports and information about its products and services are available on the internet at www.pnc.com. We provide information for investors on our corporate website under "About PNC – Investor Relations," such as Investor Events, Quarterly Earnings, SEC Filings, Financial Information, Financial Press Releases and Message from the CEO. Under "Investor Relations," we will from time to time post information that we believe may be important or useful to investors. We use our Twitter account, @pncnews, as an additional way of disseminating public information from time to time to investors. We generally post the following on our corporate website 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 earnings and other investor conference calls or events. For other investor conference calls or events, we generally post presentation materials associated with such events on our corporate website prior to or promptly following the event, and when posting prior to the event, this may range from shortly before to potentially several days in advance of the event. 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.

Starting in 2013, PNC is required to provide additional public disclosure regarding estimated income, losses and pro forma regulatory capital ratios under supervisory hypothetical severely adverse economic scenarios in March of each year and under a PNC-developed hypothetical severely adverse economic scenario in September of each year, as well as information concerning its capital stress testing processes, pursuant to the stress testing regulations adopted by the Federal Reserve and the OCC, and is required to make certain market risk-related public disclosures under the Federal banking agencies' final market risk capital rule that became effective on January 1, 2013 and implements the enhancements to the market risk framework adopted by the Basel Committee (commonly referred to as "Basel II.5"). Under these regulations, PNC may be able to satisfy at least a

portion of these requirements through postings on its website, and PNC expects to do so without also providing disclosure of this information through filings with the Securities and Exchange Commission.

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 or on PNC's corporate internet website at www.pnc.com/secfilings. Shareholders and bond holders may also obtain copies of these filings without charge by contacting Shareholder Services at 800-982-7652 or via the online contact form at www.computershare.com/contactus for copies without exhibits, and by contacting Shareholder Relations at 800-843-2206 or via email at investor.relations@pnc.com for copies of exhibits, including financial statement and schedule exhibits where applicable. The interactive data file (XBRL) exhibit is only available electronically.

CORPORATE GOVERNANCE AT PNC Information about our Board of Directors and its committees and corporate governance at PNC is available on PNC's corporate website at www.pnc.com/corporategovernance. Shareholders who would like to request printed copies of PNC's Code of Business Conduct and Ethics or our Corporate Governance Guidelines or the charters of our Board's Audit, Nominating and Governance, Personnel and Compensation, or Risk Committees (all of which are posted on the PNC corporate website) may do so by sending their requests to PNC's 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.

Table of Contents

News media representatives and others seeking general information should contact Fred Solomon, Senior Vice President, Corporate Communications, at 412-762-4550 or via email at corporate.communications@pnc.com.

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

	High	Low	Close	Cash Dividends Declared (a)
2013 Quarter				
First	\$66.93	\$58.96	\$66.50	\$.40
Second	74.19	63.69	72.92	.44
Total				\$.84
2012 Quarter				
First	\$64.79	\$56.88	\$64.49	\$.35
Second	67.89	55.60	61.11	.40
Third	67.04	56.76	63.10	.40
Fourth	65.73	53.36	58.31	.40
Total				\$ 1.55

(a) Our Board approved a third quarter 2013 cash dividend of \$.44 per common share, which was payable on August 5, 2013.

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, including the impact of the Federal Reserve's supervisory assessment of capital adequacy program).

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

Standard Long-Term Incentive Program Stock Options

2006 INCENTIVE AWARD PLAN

NONSTATUTORY STOCK OPTION AGREEMENT

COVERED SHARES: «Shares»

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 11 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 and forfeiture provisions set forth in said definition.

To the extent that the Option or relevant portion thereof is then outstanding and the Expiration Date has not yet occurred, the Option will become exercisable as to Covered Shares as set forth in this Section 2.2.

(a) Unless the Option has previously become exercisable pursuant to another subsection of this Section 2.2, the Option will become exercisable as follows:

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

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

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

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

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

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

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

(f) The Compensation Committee or other PNC Designated Person as defined in Section 7.31 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 or other PNC Designated Person 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 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;
 - (ii) resolution of the criminal proceedings in one of the following ways: (A) the charges as they relate to such alleged felony have been dismissed (with or without prejudice); (B) Optionee has been acquitted of such alleged felony; or (C) a criminal proceeding relating to such alleged felony has been completed without resolution (for example, as a result of a mistrial) and the relevant time period for recommencing criminal proceedings relating to such alleged felony has expired without any such commencement;
 - (iii) Optionee's death;
 - (iv) the occurrence of a Change of Control; or
 - (v) termination of the suspension or escrow in the discretion of the Compensation Committee or other PNC Designated Person, as applicable; and
- (b) It may be imposed only if the Compensation Committee or other PNC Designated Person, as applicable, 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 or its delegate 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 or its delegate 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 form or forms that shall be used to exercise the Option and to make tax payment elections will be prescribed from time to time by those persons responsible for performing administrative functions under the Plan.

The effective date of such exercise will be the Exercise Date.

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.”

“Competitive Activity” while Optionee is an employee of the Corporation 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 or (2) engaged in business activities that Optionee knows PNC or any subsidiary intends to enter within the next twelve (12) months, 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.

“Competitive Activity” on or after Optionee’s Termination Date 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.

For purposes of Competitive Activity as defined in this Section 7.10, and for purposes of the definition of competitive activity in any other PNC stock option or in any PNC restricted stock, restricted share unit or other equity-based award or awards held by Optionee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

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 as defined in Section 7.10 in the continental United States at any time during the period of Optionee’s employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Optionee’s Termination Date and, if different, (ii) the first date after Optionee’s Termination Date as of which Optionee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Optionee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Optionee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Optionee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Option on the basis of such determination that Optionee has engaged in Detrimental Conduct.

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 (10th) 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 Section 7.18(c) but subject to Section 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 (90th) day after the occurrence of the Change of Control (or the tenth (10th) anniversary of the Grant Date if earlier), provided that either (1) Optionee is an employee of the Corporation at the time the Change of Control occurs and Optionee’s employment with the Corporation is not terminated for Cause or (2) Optionee is a former employee of the Corporation whose Option, or portion thereof, is outstanding at the time the Change of Control occurs by virtue of the application of one or more of the exceptions set forth in Section 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 (10th) 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 or other PNC Designated Person 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 or other PNC Designated Person 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 (10th) anniversary of the Grant Date with respect to any Covered Shares as to which the Option is exercisable on the Retirement date or thereafter becomes exercisable pursuant to Section 2.2 of the Agreement.

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

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

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

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

If the Option (or portion thereof) has become exercisable while Optionee was still an employee of the Corporation but will expire on Optionee's Termination Date unless the conditions set forth in this Section 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 (90th) day after Optionee's Termination Date (but in no event later than on the tenth (10th) anniversary of the Grant Date).

(d) Detrimental Conduct. If such date is earlier than the date on which the Option would otherwise expire, the Option or specified portion thereof will expire on the date and to the extent that PNC determines, in its sole discretion, to cancel all or a specified portion of the Option on the basis of its determination that Optionee has engaged in Detrimental Conduct as set forth in Section 7.15 for purposes of the Agreement, whether such determination is made during the period of Optionee's employment with the Corporation or after Optionee's Termination Date; provided, however, that:

(1) 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, for purposes of the Agreement, in Detrimental Conduct of the type specified in clause (a) of Section 7.15 may be made on or after such Termination Date; and

(3) no determination that Optionee has engaged, for purposes of the Agreement, in Detrimental Conduct of the type specified in clause (a) of Section 7.15 may be made after the occurrence of a Change of Control; and

provided further, that upon the occurrence of a Change of Control Triggering Event, any new determination to cancel all or a specified portion of the Option on the basis of a determination that Optionee has engaged in Detrimental Conduct for purposes of the Agreement will be suspended unless and until the occurrence of a Change of Control Failure; and provided further, that following the occurrence of a Change of Control, a new determination to cancel all or a specified portion of the Option on the basis of a determination that Optionee has engaged in Detrimental Conduct for purposes of the Agreement may be made only on the basis of conduct specified in clause (b) of Section 7.15 or on the basis of an event specified in clause (c) of Section 7.15.

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 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Optionee is (or was when he or she ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

7.32 “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.

7.33 “Retiree” means an Optionee who has Retired.

7.34 "SEC" means the United States Securities and Exchange Commission.

7.35 "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.

7.36 "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.

7.37 "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. Optionee Covenants.

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

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

(a) Non-Solicitation. Optionee shall not, directly or indirectly, either for Optionee's own benefit or purpose or for the benefit or purpose of any Person other than PNC or any of its subsidiaries, solicit, call on, do business with, or actively interfere with PNC's or any subsidiary's relationship with, or attempt to divert or entice away, any Person that Optionee should reasonably know (i) is a customer of PNC or any subsidiary for which PNC or any subsidiary provides any services as of 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 9.2 shall no longer apply and shall be replaced with the following subsection (c):

(c) No-Hire. Optionee agrees that Optionee shall not, for a period of one year after 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.

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

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

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

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

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

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

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

10.5 Severability. The restrictions and obligations imposed by Sections 9.2, 9.3, 9.4, 10.1 and 10.7 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.

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

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

10.8 Compliance with Internal Revenue Code Section 409A. It is the intention of the parties that the Option and the Agreement comply with the provisions of Section 409A of the 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.

10.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent, if any, applicable to Optionee, the Option, and any right to receive Shares or other value pursuant to the Option and to retain such Shares or other value, shall be subject to rescission, cancellation or recoupment, in whole or in part, if and to the extent so provided under any "clawback," adjustment, 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.

10.10 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.

10.11 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.

11. 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:
Chief Executive Officer

ATTEST:

By:
Corporate Secretary

Accepted and agreed to by Optionee as of the Grant Date

Optionee

PERFORMANCE UNITS

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

CORPORATE EXECUTIVE GROUP

20 PERFORMANCE-BASED STOCK-PAYABLE

RESTRICTED SHARE UNITS

AWARD AGREEMENT

* * *

GRANTEE: [Name]

AWARD GRANT DATE: , 20

SHARE UNITS: [number of share units]

1. Definitions.

Certain terms used in this Corporate Executive Group 20 Performance-Based Stock-Payable Restricted Share Units Award Agreement (the “Agreement” or “Award Agreement”) are defined in Section 15 or elsewhere in the Agreement, and such definitions will apply except where the context otherwise indicates.

In the Agreement, “PNC” means The PNC Financial Services Group, Inc., “Corporation” means PNC and its Consolidated Subsidiaries, and “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

2. Performance RSUs 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 (“Performance 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 18 and is subject to the terms and conditions of the Award Agreement, including service and conduct conditions, corporate performance conditions and related adjustments, risk performance conditions and related adjustments, and forfeiture provisions, and to the Plan.

3. Terms of Award.

For the purpose of determining service and conduct conditions, corporate performance conditions and related adjustments, risk performance conditions and related adjustments, forfeiture provisions, and other conditions and provisions applicable to each portion of the Performance RSUs and related Dividend Equivalents under the Award Agreement, the Award is divided into four installments or tranches.

This includes the provisions set forth in Section 4 related to Dividend Equivalents and the provisions set forth in Sections 5, 6 and 7 relating to (1) specified service conditions and service-related forfeiture provisions, (2) specified conduct-related forfeiture and suspension provisions, (3) specified annual corporate performance conditions, annual formulaic risk performance conditions (the first risk metric), and annual risk performance reviews, review criteria and conditions (the second risk metric), and (4) performance-related adjustment provisions that subject the award payout size of each tranche that remains outstanding and satisfies the applicable conditions for vesting of that tranche to three separate annual performance factors related to that tranche's performance year: (a) one formulaic factor for specified corporate performance that may result in an upward or downward payout size adjustment ranging from 125.00% to 75.00%, (b) one formulaic risk performance factor for the first risk metric that cannot result in an upward payout size adjustment but may be either 100.00% (i.e., no downward payout size adjustment of that tranche for the first risk metric) or 0.00% (i.e., cancellation of that tranche for risk performance with respect to the first risk metric), and (c) another risk performance factor related to risk performance reviews for the second risk metric that cannot result in an upward payout size adjustment but where the risk performance factor may be 100.00% (i.e., no downward payout size adjustment of that tranche for the second risk metric) or may be a risk performance factor of less than 100.00% ranging down to 0.00% (i.e., a downward adjustment of the award payout size of the tranche for that year, up to the potential for full cancellation of a tranche for a risk performance factor for that tranche related to the second risk metric of 0.00%).

The four Performance RSUs and related Dividend Equivalents "Tranches", together with the performance year that relates to each such Tranche, are set forth below:

- one-fourth of the share units (rounded down to the nearest whole unit) are in the first tranche and will relate to 20 corporate and risk performance ("20th Tranche" or "1st Tranche");
- one-third of the remaining share units (rounded down to the nearest whole unit) are in the second tranche and will relate to 20 corporate and risk performance ("20th Tranche" or "2nd Tranche");
- one-half of the remaining share units (rounded down to the nearest whole unit) are in the third tranche and will relate to 20 corporate and risk performance ("20th Tranche" or "3rd Tranche"); and
- the remainder of the share units are in the fourth tranche and will relate to 20 corporate and risk performance ("20th Tranche" or "4th Tranche").

Performance RSUs and Dividend Equivalents are not transferable. The Performance RSUs and related Dividend Equivalents are subject to forfeiture until vesting and are subject to upward or downward corporate performance adjustment and to downward risk performance adjustment from the initial number of share units, or share units to which they relate in the case of Dividend Equivalents, all in accordance with the terms of the Award Agreement.

Performance RSUs that are not forfeited pursuant to the service or conduct provisions in accordance with the terms of Section 5 will be performance-adjusted in accordance with the corporate and risk performance adjustment provisions of Sections 6 and 7. If such performance-adjusted Performance RSUs are not cancelled as a result of the risk performance adjustments and satisfy the service requirements and other conditions for vesting and vest in accordance with the terms of Section 8, then they will be settled and paid out, generally in shares of PNC common stock, pursuant to and in accordance with the terms of Section 9.

Dividend Equivalents will be accrued and will be subject to the same forfeiture, performance-adjustment, and vesting conditions as the Performance RSUs to which they relate. Performance-adjusted Dividend Equivalents that vest in accordance with Section 8 will be paid out in cash at the same time that their related vested Performance RSUs are settled and paid out in accordance with the terms of Section 9.

Performance RSUs that are forfeited by Grantee pursuant to and in accordance with the service or conduct provisions of Section 5, or that are subject to a full downward risk performance adjustment (that is, for any Tranche, if either of the risk performance metrics results in an annual performance factor for that metric for that Tranche of 0.00% in accordance with the risk performance adjustment provisions of Sections 6 and 7), will be cancelled,

together with the Dividend Equivalents that relate to those Performance RSUs, without payment of any consideration by PNC.

4. Dividend Equivalents

The Dividend Equivalents portion of a Tranche 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 the number of shares of PNC common stock determined as specified below had such shares been issued and outstanding shares on the Award Grant Date and thereafter through the vesting date for that Tranche. The specified number for purposes of the preceding sentence will be the number equal to the corporate and risk performance-adjusted number of share units that vest and are settled and paid out with respect to the related Performance RSUs in that same Tranche, if any.

Dividend Equivalents are subject to the same service requirements, conduct conditions, forfeiture events, corporate and risk performance-based payout size adjustments, and vesting conditions as the Performance RSUs to which they relate, all as set forth in Sections 5, 6, 7 and 8. Dividend Equivalents will not vest, be settled and paid unless and until their related Performance RSUs vest, are settled, and are paid out. Outstanding accrued performance-adjusted Dividend Equivalents that so vest and settle will be paid in cash in accordance with Section 9.

5. Forfeiture Provisions: Termination Upon Failure to Meet Applicable Service Requirements or Conduct Conditions

5.1 Termination of Award Upon Forfeiture of Share Units. The Award is subject to the forfeiture provisions set forth in this Section 5. The Award will terminate with respect to any Tranche or Tranches, as the case may be, of Performance RSUs and related Dividend Equivalents upon forfeiture and cancellation of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents pursuant to the terms and conditions of this Section 5, and neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in either the Performance RSUs or the related Dividend Equivalents evidenced by the Award Agreement with respect to that Tranche or those Tranches, as applicable.

5.2 Forfeiture of Award Upon Failure to Meet Service Requirements. If, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements set forth in this Section 5 with respect to one or more Tranches of Performance RSUs and related Dividend Equivalents, then all outstanding Performance RSUs that have so failed to meet such service requirements, together with the Dividend Equivalents related to such Tranche or Tranches of Performance RSUs, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date.

5.3 Service Requirements. Grantee will meet the service requirements with respect to the Performance RSUs and related Dividend Equivalents, or applicable Tranche thereof if so specified, if Grantee meets the conditions of any of the subclauses below. If more than one of the following subclauses is applicable with respect to those Performance RSUs and related Dividend Equivalents, Grantee will have met the service requirements for such Performance RSUs and related Dividend Equivalents upon the first to occur of such conditions.

- (i) Grantee continues to be an employee of the Corporation through and including the day immediately preceding the 1st, 2nd, 3rd, or 4th anniversary of the Award Grant Date, as the case may be, with respect to the 1st, 2nd, 3rd, or 4th Tranche of the Performance RSUs and related Dividend Equivalents, as applicable.
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be an employee of the Corporation until Grantee's Termination Date (as defined in Section 15) where Grantee's employment was not terminated by the Corporation for Cause (as defined in Section 15) and where Grantee's termination of employment as of such date qualifies as a Retirement (as defined in Section 15) (a "Qualifying Retirement").

- (iv) Grantee continues to be an employee of the Corporation until Grantee's Termination Date where Grantee's employment was not terminated by the Corporation for Cause and where Grantee's employment was terminated as of such date by the Corporation by reason of Grantee's Disability (as defined in Section 15) (a "Qualifying Disability Termination").
- (v) Grantee continues to be employed by the Corporation through the day immediately prior to the date a Change of Control (as defined in Section 15) occurs.

5.4 Forfeiture of Award Upon Termination for Cause or Pursuant to Detrimental Conduct Provisions

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 4th anniversary of the Award Grant Date and prior to the occurrence of a Change of Control, if any, then all then outstanding Performance RSUs, together with all accrued Dividend Equivalents related to such then outstanding Performance RSUs, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date.

(b) Detrimental Conduct. At any time prior to the date that such Performance RSUs and related Dividend Equivalents vest in accordance with Section 8 or expire unvested or are cancelled pursuant to other provisions of the Award Agreement, Performance RSUs and related Dividend Equivalents, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to the extent that PNC determines in its sole discretion to so cancel all or a specified portion of the Performance RSUs and related Dividend Equivalents on the basis of its determination that Grantee has engaged in Detrimental Conduct as set forth in Section 15.13, whether such determination is made during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death (other than with respect to a Tranche, if any, that does not vest immediately upon death), and Detrimental Conduct will not apply to conduct by or activities of successors to the Performance RSUs and related Dividend Equivalents by will or the laws of descent and distribution in the event of Grantee's death; (ii) no determination that Grantee has engaged in Detrimental Conduct may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control; and (iii) no determination that Grantee has engaged in Detrimental Conduct may be made after the occurrence of a Change of Control.

5.5 Suspension and Forfeiture 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 Performance RSUs and related Dividend Equivalents or any portion thereof are still outstanding and have not yet vested, the vesting of those Performance RSUs and related Dividend Equivalents shall be automatically suspended.

Such suspension of vesting shall continue until the earliest to occur of the following:

- (1) resolution of the criminal proceedings in a manner that results in a conviction (including a plea of guilty or 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, those Performance RSUs, together with all related Dividend Equivalents, to the extent that such Performance RSUs and related Dividend Equivalents or any portion thereof are still outstanding, will, upon such occurrence, be automatically forfeited by Grantee to PNC, will not vest or be eligible to vest, and will be 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 of those Performance RSUs and related Dividend Equivalents shall proceed in accordance with Sections 5, 6, 7 and 8, as applicable. No interest shall be paid with respect to any suspended payments.

6. Performance Conditions and Related Annual Performance Factors

Performance RSUs and related Dividend Equivalents are subject to corporate and risk performance conditions and adjustments, all as set forth in the Award Agreement unless and until amended prospectively by the Compensation Committee.

All determinations made by the Compensation Committee or otherwise by PNC hereunder shall be made in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

6.1 Corporate Performance Conditions and Related Annual Performance Factor: Each Tranche of the Award will be subject to an Annual Corporate Performance Factor that relates to corporate performance for the performance year applicable to that Tranche as set forth in Section 3 (e.g., for the 1st Tranche, also referred to as the 20th Tranche, the applicable corporate performance relates to corporate performance for 20th). The Annual Corporate Performance Factor for a Tranche could range from 75.00% to 125.00% based on the corporate performance metric, as described below.

The corporate performance metric for this Award is total shareholder return for the performance year that relates to the given Tranche. For purposes of this measurement, total shareholder return performance ("TSR Performance") will mean the total shareholder return (i.e., price change plus reinvestment of dividends) on PNC common stock for the applicable calendar year assuming an investment on the first day of the year is held through the last day of the applicable year and using, as the beginning and ending prices for purposes of that calculation, the closing price on the last trading day of the preceding year and on the last trading day of the applicable year, respectively. TSR Performance will be calculated to two places to the right of the decimal, rounded to the nearest one-hundredth with 0.005 being rounded upward to 0.01.

PNC will present information to the Compensation Committee with respect to PNC's level of TSR Performance for a given performance year following the end of that year. The process of certification of the level of PNC's TSR Performance with respect to a given performance year will generally occur in late January or early February after the applicable year-end date.

In the standard circumstances where Grantee continues to be an employee of the Corporation, or where Grantee's employment with the Corporation ceases by reason of a Qualifying Retirement or a Qualifying Disability Termination, and there has not been a Change of Control and Grantee has not died, the Annual Corporate Performance Factor with respect to an applicable outstanding Tranche will be 100.00% plus or minus (as applicable) the positive or negative TSR Performance of PNC for the year that relates to that Tranche up to a maximum of 25 percentage points either direction, such that the Annual Corporate Performance Factor will be no less than 75.00% and no more than 125.00%.

For example, if PNC's TSR Performance for 20th is 10.16% and Grantee is still an employee of the Corporation as of the 2nd anniversary of the Award Grant Date in February 20th (or Grantee's employment with the Corporation ceased prior to that time by reason of a Qualifying Retirement or a Qualifying Disability Termination) and there has not been a Change of Control and Grantee has not died, then the Annual Corporate Performance

Factor for 20 would be 110.16%. If, in the same example, PNC's TSR Performance for 20 were negative 10.16%, the Annual Corporate Performance Factor for that year would be 89.84%.

For circumstances where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, the Annual Corporate Performance Factor with respect to an applicable Tranche or Tranches outstanding at the time such event occurs will be determined as set forth in Section 6.4 below.

6.2 First Risk Performance Condition and Related Annual Performance Factor Each Tranche of the Award will also be subject to an Annual Tier 1 Risk-Based Performance Factor that relates to risk performance under the Tier 1 Risk-Based Performance Metric (also sometimes referred to as the first risk performance metric), as specified below, for the performance year applicable to that Tranche (e.g., for the 1st Tranche, also referred to as the 20 Tranche, the applicable risk performance relates to risk performance for 20). The Annual Tier 1 Risk-Based Performance Factor for a Tranche could range from 100.00% to 0.00% based on the first risk performance metric, as described below.

The first risk performance metric for this Award, the Tier 1 Risk-Based Performance Metric, is whether PNC has, as of the applicable performance measurement date for that Tranche, met or exceeded the required Tier 1 risk-based capital ratio established by PNC's primary Federal bank holding company regulator for well-capitalized institutions as then in effect and applicable to PNC.

In the standard circumstances where Grantee continues to be an employee of the Corporation, or where Grantee's employment with the Corporation ceases by reason of a Qualifying Retirement or a Qualifying Disability Termination, and there has not been a Change of Control and Grantee has not died, the applicable performance measurement date for a Tranche for purposes of this first risk performance metric will be the year-end date of the applicable performance year for that Tranche (as specified in the first paragraph of this Section 6.2 above). For example, for the 2nd Tranche, the specified Tier 1 risk-based capital ratio will be the ratio as of December 31, 20 , except as otherwise provided in Section 6.4 below where applicable under the circumstances.

The process of certification of the level of PNC's performance with respect to the Tier 1 Risk-Based Performance Metric will occur as soon as practicable after the applicable performance measurement date (in the case of determinations made in standard circumstances pursuant to this Section 6.2, after the applicable year-end date). PNC will present information to the Compensation Committee with respect to (1) the minimum specified Tier 1 risk-based capital ratio PNC is required to achieve in order to meet the required Tier 1 risk-based capital ratio established by PNC's primary Federal bank holding company regulator for well-capitalized institutions as then in effect and applicable to PNC and (2) the applicable Tier 1 risk-based capital ratio achieved by PNC with respect to the Tranche, which will be based on PNC's publicly reported financial results for the period ending on the applicable performance measurement date. Generally, this will be the public release of earnings results for PNC's fourth quarter that occurs after the year-end measurement date, so that the Compensation Committee will be able to make its determination in late January or early February following the applicable performance year-end.

In the standard circumstances, the Annual Tier 1 Risk-Based Performance Factor for a Tranche will be 100.00% if, as of the applicable performance measurement date for that Tranche, PNC has met or exceeded the required Tier 1 risk-based capital ratio established by PNC's primary Federal bank holding company regulator for well-capitalized institutions as then in effect and applicable to PNC. If PNC has not met or exceeded such required ratio, the Annual Tier 1 Risk-Based Performance Factor for that Tranche will be 0.00%.

If the Annual Tier 1 Risk-Based Performance Factor with respect to a given performance year is 0.00%, the Tranche that relates to that performance year, including all outstanding Performance RSUs in that Tranche together with the Dividend Equivalents related to such Performance RSUs, has failed to meet this risk performance condition, is no longer eligible for vesting, and will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC, effective as of the certification date of such results.

If the Annual Tier 1 Risk-Based Performance Factor with respect to a given performance year is 100.00%, this will reflect no downward adjustment for performance with respect to this risk metric for that performance year.

For circumstances where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, the Annual Tier 1 Risk-Based Performance Factor with respect to an applicable outstanding Tranche will be determined as set forth in Section 6.4 below.

6.3 Second Risk Performance Condition and Related Annual Performance Factor

(a) Annual Risk Review Performance Factor. Each Tranche of the Award will also be subject to an Annual Risk Review Performance Factor that relates to risk performance under the second risk performance condition, as specified below, for the performance year applicable to that Tranche (e.g., for the 1st Tranche, also referred to as the 20th Tranche, the applicable risk performance relates to risk performance for 20th).

The Annual Risk Review Performance Factor for a Tranche could range from 100.00%, reflecting no downward adjustment for performance with respect to this risk metric for that performance year, to an Annual Risk Review Performance Factor reflecting a downward adjustment to a specified percentage amount, to an Annual Risk Review Performance Factor of 0.00%, reflecting full cancellation of the applicable Tranche for risk performance with respect to this risk metric, all as further provided in this Section 6.

In the standard circumstances where Grantee continues to be an employee of the Corporation, or where Grantee's employment with the Corporation ceases by reason of a Qualifying Retirement or a Qualifying Disability Termination, and there has not been a Change of Control and Grantee has not died, the Annual Risk Review Performance Factor with respect to an applicable outstanding Tranche will be determined as follows.

(1) If an Annual Risk Performance Review (as described in Section 6.3(b) below) is not required with respect to the performance year that relates to the applicable Tranche, because a review has not been triggered by the Risk Performance Review Criteria set forth in Section 6.3(c) below as applied to that performance year and the Compensation Committee has not otherwise determined to conduct such review in its discretion, then the Annual Risk Review Performance Factor for that Tranche will be 100.00%, effective as of the date it is determined that an Annual Risk Performance Review will not be conducted with respect to that performance year.

(2) If an Annual Risk Performance Review is conducted, as set forth below, with respect to the performance year that relates to the applicable Tranche, then the Annual Risk Review Performance Factor for that Tranche will be as determined by the Compensation Committee as part of such review, effective as of the Compensation Committee determination date, and will be in the range of 100.00% down to 0.00%.

(3) If the Compensation Committee-determined Annual Risk Review Performance Factor with respect to a given performance year is 0.00%, the Tranche that relates to that performance year, including all outstanding Performance RSUs in that Tranche together with the Dividend Equivalents related to such Performance RSUs, has failed to meet this risk performance condition, is no longer eligible for vesting, and will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC, effective as of the Compensation Committee determination date.

For circumstances where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, the Annual Risk Review Performance Factor with respect to an applicable outstanding Tranche will be determined as set forth in Section 6.4 below.

(b) Annual Risk Performance Review. In general, while the Award is outstanding an Annual Risk Performance Review will be conducted with respect to any performance year for which either (1) such review is triggered by the Risk Performance Review Criteria as applied to that performance year as set forth in Section 6.3(c) below or (2) the Compensation Committee determines to conduct such review in its discretion. Any such determination that an Annual Risk Performance Review will be conducted will generally be made shortly after the close of the applicable performance year, but no later than the 45th day following the close of such year.

When an Annual Risk Performance Review is required with respect to a given completed performance year, either by the risk performance review criteria or at the Compensation Committee's discretion, such review will

be conducted shortly after the close of such calendar performance year but no later than the end of the first quarter following such close.

As part of such review, the Compensation Committee will consider whether, in its discretion, downward adjustment for risk performance with respect to the applicable performance year would be appropriate as applied to Grantee and, if so, will reflect such adjustment in the Annual Risk Review Performance Factor that will apply to the Tranche of Grantee's Performance RSUs and related Dividend Equivalents that relate to that performance year. An Annual Risk Review Performance Factor as determined by the Compensation Committee will be in the range of 100.00% down to 0.00%. A downward adjustment for risk performance would be reflected in an Annual Risk Review Performance Factor with respect to that year of less than 100.00%. A Factor of 0.00% would mean that the Tranche has failed to meet this risk performance condition, is no longer eligible for vesting, and will expire and terminate.

If the Compensation Committee determines in its discretion that it would not be appropriate to apply a downward adjustment for risk performance for such year to Grantee's Performance RSUs and related Dividend Equivalents, that determination would be reflected in an Annual Risk Review Performance Factor for the Tranche that relates to that performance year of 100.00%.

(c) Risk Performance Review Criteria. Unless and until amended prospectively by the Compensation Committee, the risk performance review criteria for a given performance year is whether PNC's return on economic capital, with specified adjustments ("ROEC"), is at least equal to the applicable Compensation Committee-specified ROEC hurdle for that performance year. If the ROEC for a given performance year equals or exceeds this hurdle, an Annual Risk Performance Review is not triggered unless the Compensation Committee requires a review in its discretion. If the ROEC for a given year is less than this hurdle amount, an Annual Risk Performance Review by the Compensation Committee is required with respect to that performance year.

For purposes of this Award Agreement, ROEC will have the meaning set forth in Section 15.29. The ROEC hurdle for a given risk performance year will be the risk performance hurdle specified for that performance year by the Compensation Committee no later than March 30th of that performance year for purposes of comparison of ROEC to such hurdle for this Award. For the 20 performance year, this hurdle as approved by the Compensation Committee is related to PNC's cost of capital and is set at %.

6.4 Annual Corporate and Risk Performance Factors in the Event of Death or Change of Control

(a) Death. In the event that Grantee's employment with the Corporation ceases by reason of Grantee's death or Grantee dies following a Qualifying Retirement or a Qualifying Disability Termination, in either case prior to the occurrence of a Change of Control, then with respect to any Tranche or Tranches that were outstanding at the time of Grantee's death: (i) if such death occurs after the close of a performance year but before the Tranche that relates to that year has either been performance-adjusted and paid out or forfeited, as the case may be, then the overall Annual Performance Factor with respect to such Tranche will be determined in the same manner and effective as of the same time as if Grantee had remained an employee of the Corporation, provided that the Tranche remains outstanding at the applicable time; and (ii) with respect to any other Tranche or Tranches that were outstanding at the time of Grantee's death, the overall Annual Risk Performance Factor will be 100.00%, effective as of the date of death.

(b) Change of Control. In the event that Grantee continues to be an employee of the Corporation through the day immediately prior to the date a Change of Control occurs, or where Grantee ceased to be an employee of the Corporation prior to that time by reason of a Qualifying Retirement or a Qualifying Disability Termination, and one or more Tranches remain outstanding at the time a Change of Control occurs, the overall Annual Performance Factor of any Tranche for which an overall Annual Performance Factor had not already been determined as of the day immediately preceding the date the Change of Control occurs will be determined as follows.

(i) An Annual Tier 1 Risk-Based Performance Factor will be determined using the quarter-end date immediately preceding the Change of Control (or, if the change of control occurs on a quarter-end date, using the date of the Change of Control) as the applicable performance measurement date for purposes of this determination for all such Tranches.

(ii) If the Annual Tier 1 Risk-Based Performance Factor so determined is 0.00%, all such Tranches of the Award will have failed to meet this risk performance condition, will no longer be eligible for vesting, and will expire and terminate, effective as of the day immediately preceding the date the Change of Control occurs.

(iii) If the Annual Tier 1 Risk-Based Performance Factor so determined is 100.00%, all such Tranches of the Award for which an overall Annual Performance Factor had not already been determined as of the day immediately preceding the date the Change of Control occurs will have an overall Annual Performance Factor for all such Tranches determined on the basis of an Annual Corporate Performance Factor of 100.00%, an Annual Tier 1 Risk-Based Performance Factor of 100.00%, and an Annual Risk Review Performance Factor that is the same as the Annual Risk Review Performance Factor for the most recent Tranche for which an Annual Risk Review Performance Factor had been determined by the Compensation Committee in accordance with Section 6.3 or, if none, will be 100.00%, all effective as of the day immediately preceding the date the Change of Control occurs.

6.5 Overall Annual Performance Factor. Once the three annual performance factors (the Annual Corporate Performance Factor, the Annual Tier 1 Risk-Based Performance Factor and the Annual Risk Review Performance Factor) have been determined for a Tranche in accordance with the applicable provisions of this Section 6, the overall Annual Performance Factor for that Tranche will be calculated as follows.

Once an Annual Corporate Performance Factor has been determined (in accordance with Section 6.1 and Section 6.4, if applicable) with respect to the performance year for the given Tranche, the Annual Tier 1 Risk-Based Performance Factor for that same performance year and Tranche (determined in accordance with Section 6.2 and Section 6.4, if applicable) will be applied as a percentage to that corporate factor.

If the applicable Annual Tier 1 Risk-Based Performance Factor is 0.00%, the overall Annual Performance Factor with respect to that same performance year will be 0.00% and the Tranche that relates to that performance year will be cancelled. If the applicable Annual Tier 1 Risk-Based Performance Factor with respect to that performance year is 100.00%, there will be no downward adjustment to the Annual Corporate Performance Factor for this first risk performance factor, and the second risk performance factor, the Annual Risk Review Performance Factor, for the same performance year will be applied.

Assuming that the overall Annual Performance Factor is not determined to be 0.00% as a result of application of the first risk performance factor, the Annual Risk Review Performance Factor for the performance year (determined in accordance with Section 6.3 and Section 6.4, if applicable), which can range from 0.00% to 100.00%, will then be applied as a percentage of the Annual Corporate Performance Factor for the same performance year to generate the overall Annual Performance Factor for the Tranche.

For example, if for a given Tranche the Annual Corporate Performance Factor is 105.00%, the Annual Tier 1 Risk-Based Performance Factor is 100.00%, and the Annual Risk Review Performance Factor is 95.00%, the overall Annual Performance Factor for the Tranche would be 99.75%. If both risk performance factors are 100.00%, there would be no downward adjustment to the corporate performance factor for risk performance and the overall Annual Performance Factor would be the same percentage as the Annual Corporate Performance Factor for that Tranche.

If either risk performance factor for an applicable performance year is 0.00%, the overall Annual Performance Factor with respect to that same performance year will be 0.00% and the Tranche that relates to that performance year, including all outstanding Performance RSUs in that Tranche together with the Dividend Equivalents related to such Performance RSUs, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC.

7. Performance-Related Adjustments to Performance RSUs and Dividend Equivalents

7.1 Performance Adjustment of Outstanding Share Units. Once the overall Annual Performance Factor for a Tranche of Performance RSUs and related Dividend Equivalents has been determined in accordance with Section 6, and provided that the Tranche has not been cancelled pursuant to any of the forfeiture provisions of Section 5, the number of share units in that Tranche will be performance adjusted as applicable in accordance with this Section 7.

The performance-adjusted number of share units in a Tranche will be equal to a percentage of the initial share units in the Tranche, rounded to the nearest one-hundredth with 0.005 share units being rounded upward to 0.01 share units, where the percentage to be applied is equal to the overall Annual Performance Factor for the performance year that relates to that Tranche (e.g., for the 1st Tranche, the Annual Performance Factor for 20) as determined in accordance with Section 6. Only the performance-adjusted share units in a Tranche will be performance eligible to vest and be the basis of the settlement and payout of the Performance RSUs and related Dividend Equivalents in the Tranche in accordance with Sections 8 and 9 provided that all of the other conditions for vesting are satisfied, including the service condition.

The performance-adjusted Performance RSUs for a Tranche are sometimes referred to as the “Payout Share Units” for purposes of the vesting, where applicable, of that portion of the Tranche in accordance with Section 8 and the settlement and payout in accordance with Section 9 of the portion of the Tranche that has vested. The percentage applied to the share units for a given Tranche in order to arrive at the Payout Share Units is sometimes referred to as the Payout Percentage for that Tranche.

Dividend Equivalents will be subject to the same performance adjustment and Payout Percentage that is applied to the Performance RSUs to which they relate.

7.2 Termination of Portions of Award Due to Performance Adjustments The portion of the Performance RSUs in a Tranche that do not become Payout Share Units will be cancelled; that is, only the number of share units that become Payout Share Units as a result of the applicable corporate and risk performance adjustments for that Tranche will be performance eligible to vest and be the basis of the settlement and payout of the Performance RSUs and related Dividend Equivalents in the Tranche in accordance with Sections 8 and 9.

Dividend Equivalents that had accrued with respect to any Performance RSUs in a Tranche that do not become Payout Share Units will also be cancelled as Dividend Equivalents are subject to the same performance adjustments that are applied to the Performance RSUs to which they relate.

8. Vesting of Performance-Adjusted Share Units and Related Dividend Equivalents

Grantee’s Performance RSUs as performance-adjusted pursuant to the provisions of Sections 6 and 7 (the Payout Share Units) and related performance-adjusted Dividend Equivalents will vest (that is, become vested Payout Share Units and vested related performance-adjusted Dividend Equivalents) upon the earliest to occur of the events set forth in the subclauses below, provided that such Performance RSUs and related Dividend Equivalents have not been forfeited prior to such vesting event pursuant to any of the provisions of Section 5 or cancelled as a result of the risk performance adjustment provisions of Sections 6 and 7 and remain outstanding at that time:

- (i) (a) the 1st anniversary of the Award Grant Date in the case of the 1st Tranche share units and related dividend equivalents, the 2nd anniversary of the Award Grant Date in the case of the 2nd Tranche share units and related dividend equivalents, the 3rd anniversary of the Award Grant Date in the case of the 3rd Tranche share units and related dividend equivalents, and the 4th anniversary of the Award Grant Date in the case of the 4th Tranche share units and related dividend equivalents, as the case may be,
or, if later, (b) the date on which the performance adjustment determinations pursuant to Sections 6 and 7 with respect to the applicable Tranche are final (but no later than March 31st of the calendar year in which such anniversary occurs),
or, if later, (c) on the date as of which any suspension imposed with respect to those Performance RSUs and related Dividend Equivalents pursuant to Section 5.5 is lifted without forfeiture of such share units and related dividend equivalents and they vest, as applicable;
- (ii) in the event of Grantee’s death,
(a) the date of Grantee’s death with respect to any Tranche or Tranches as to which the overall Annual Performance Factor for such Tranche is determined at the time of Grantee’s death pursuant to Section 6.4(a)(ii) and Section 6.5, and

(b) the date on which the overall Annual Performance Factor with respect to such Tranche is final with respect to the Tranche, if any, for which the overall Annual Performance Factor is determined after Grantee's death pursuant to Section 6.4(a)(i) and Section 6.5 at the same time and in the same manner as if Grantee had remained an employee of the Corporation; and

(iii) the end of the day immediately preceding the day a Change of Control occurs.

Performance RSUs and related Dividend Equivalents (1) that have been forfeited by Grantee pursuant to the service requirements or conduct or other provisions of Section 5 or (2) that are part of the portion of a Tranche of Performance RSUs and related Dividend Equivalents that has been cancelled as a result of the performance-adjustment provisions of Sections 6 and 7 where the Payout Percentage for that Tranche was less than 100.00% or (3) that have been cancelled as a result of the application, pursuant to the provisions of Sections 6 and 7, of a Payout Percentage of 0.00% to the Tranche to which they relate, are not eligible for vesting, will not settle, and will be cancelled without payment of any consideration by PNC.

The period during which Dividend Equivalents will accrue with respect to an applicable Tranche of Performance RSUs will end, and such Dividend Equivalents will cease to accrue, on the vesting date for such Tranche of Performance RSUs in accordance with Section 8 or on the cancellation date for such Performance RSUs in accordance with Section 5, 6 or 7, as applicable.

Accrued performance-adjusted Dividend Equivalents that vest in connection with the vesting of the performance-adjusted Performance RSUs to which they relate (that is, the amount of dividend equivalents for the period from the Award Grant Date through the vesting date on the number of related Performance RSUs that become Payout Share Units and vest) will be settled and paid out in accordance with Section 9.

Accrued Dividend Equivalents that fail to vest will be cancelled on the cancellation date for the Performance RSUs to which they relate in accordance with Section 5, 6 or 7, as applicable.

9. Settlement of Vested Performance-Adjusted Share Units and Related Dividend Equivalents

9.1 Settlement. Outstanding performance-adjusted Performance RSUs (Payout Share Units) and related accrued performance-adjusted Dividend Equivalents that have vested pursuant to the provisions of Section 8 (vested Payout Share Units) will be paid out at the time and in the form set forth in the applicable subsection of this Section 9. Section 9.2 will apply where vesting occurs pursuant to Section 8(i) or Section 8(ii), and Section 9.3 will apply where vesting occurs pursuant to Section 8(iii).

A final award, if any, will be fully vested as of the applicable vesting date. Any shares of PNC common stock issued pursuant to this Section 9 will be fully vested at the time of issuance, and PNC will issue any such shares and deliver any cash payable pursuant to this Section 9 to, or at the proper direction of, Grantee or Grantee's legal representative, as determined in good faith by the Compensation Committee, at the applicable time specified in Section 9.2 or Section 9.3, as the case may be.

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.

In the event that Grantee is deceased, payment will be delivered to the executor or administrator of Grantee's estate or to Grantee's other legal representative, as determined in good faith by the Compensation Committee.

9.2 Settlement Where Vesting Occurs Prior to Change of Control

(a) Payout Timing. Payment will be made to Grantee in settlement of outstanding performance-adjusted Performance RSUs (Payout Share Units) and related Dividend Equivalents that vested pursuant to Section 8(i) or Section 8(ii) as soon as practicable after the vesting date set forth in the applicable subclause of Section 8 for

such units and related dividend equivalents, generally within 30 days but no later than December 31st of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest shall be paid with respect to any such payments.

- In the event that the vesting date pursuant to Section 8(i) is the date on which the performance adjustment determinations pursuant to Sections 6 and 7 with respect to the applicable Tranche are final or 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 31st of the calendar year in which the vesting date occurs.
- Where vesting occurs pursuant to Section 8(ii) upon or following Grantee's death, as the case may be, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death.

(b) Form of Payout. Payment in settlement of such Payout Share Units will be made at the applicable time set forth in Section 9.2(a) above either by delivery to Grantee of that number of whole shares of PNC common stock equal to the number of vested Payout Share Units being settled or as otherwise provided in Section 11, as applicable.

No fractional shares will be delivered to Grantee. If the vested Payout 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 (as defined in Section 15) of PNC common stock as of the vesting date or in any case as otherwise provided in Section 11 if applicable.

Accrued performance-adjusted Dividend Equivalents that vested pursuant to the provisions of Section 8(i) or 8(ii) will be settled by payment to Grantee in cash at the same time as the time set forth in Section 9.2(a) above for payment of the vested performance-adjusted Performance RSUs to which they relate.

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.

(c) Disputes. If there is a dispute regarding payment of a final award amount, PNC will settle the undisputed portion of the award amount, if any, within the time frame set forth above in this Section 9.2, and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the U.S. Internal Revenue Code.

9.3 Settlement Where Vesting Occurs Due to the Occurrence of a Change of Control.

(a) Payout Timing. Payment will be made to Grantee in settlement of outstanding performance-adjusted Performance RSUs (Payout Share Units) and related Dividend Equivalents that vested pursuant to Section 8(iii) at the time set forth in subsection (1) below unless payment at such time would be a noncompliant payment under Section 409A of the U.S. Internal Revenue Code, and otherwise, at the time set forth in subsection (2) or (3) below, as applicable, in any case as further described below.

(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 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the 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 date that would have been the scheduled vesting date for such performance-adjusted Performance RSUs and related Dividend Equivalents had they vested pursuant to Section 8(i) rather than pursuant to Section 8(iii), but in no event later than December 31st of the calendar year in which such scheduled vesting date occurs.

(3) Where vesting occurs pursuant to Section 8(iii) due to the occurrence of a Change of Control and payment is scheduled, pursuant to subsection (2) above, for as soon as practicable after the date that would have been the scheduled vesting date for such performance-adjusted Performance RSUs and related Dividend Equivalents had they vested pursuant to Section 8(i) rather than pursuant to Section 8(iii) but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later (but not beyond the end of the calendar year in which vesting would have occurred pursuant to Section 8(i) had they vested pursuant to Section 8(i) rather than pursuant to Section 8(iii)), the 15th day of the 3rd calendar month following the date of Grantee's death.

(b) Form of Payment

(1) If, under the circumstances, the Change of Control is a permissible payment event under Section 409A of the U.S. Internal Revenue Code and payment with respect to a Tranche or Tranches of vested, performance-adjusted Performance RSUs and related Dividend Equivalents is made at the time specified in Section 9.3(a)(1), then payment with respect to any such Tranche will be in an amount equal to the base amounts for the Performance RSUs and the related Dividend Equivalents as described below in subsection (2)(A) of this Section 9.3(b).

Payment of this amount will be made entirely in cash if so provided in the circumstances pursuant to Section 11.2(c), valued as provided in Section 11.2. Otherwise, payment of the Performance RSUs base amount will be made in the form of whole shares of PNC common stock (valued at Fair Market Value or as otherwise provided in Section 11, as applicable, as of the date of the Change of Control) with cash for any fractional interest (valued on the same basis as the whole shares), and payment of the related Dividend Equivalents base amount will be paid in the form of cash.

(2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the U.S. Internal Revenue Code and payment with respect to the Tranche or Tranches of vested performance-adjusted Performance RSUs and related Dividend Equivalents being settled will be made at the time or times specified in Section 9.3(a)(2) or (3), as the case may be, then such payments will be made entirely in cash and the payment amount with respect to any such Tranche will be in an amount equal to (X) plus (Y), where (X) is the Performance RSUs base amount described below in subsection (A) of this Section 9.3(b)(2) plus the phantom investment amount for the Performance RSUs base amount described below in subsection (B) of this Section 9.3(b)(2) and (Y) is the related Dividend Equivalents base amount described below in subsection (A) of this Section 9.3(b)(2) plus the phantom investment amount for the related Dividend Equivalents base amount described below in subsection (B) of this Section 9.3(b)(2).

(A) Base Amounts. The Performance RSUs base amount will be an amount equal to the number of vested Payout Share Units determined in accordance with Sections 6, 7 and 8 for the Tranche being settled multiplied by the Fair Market Value (as defined in Section 15) of a share of PNC common stock on the date of the Change of Control or by the per share value provided pursuant to Section 11 as applicable.

The related Dividend Equivalents base amount will be an amount equivalent to the amount of the cash dividends Grantee would have received, without interest on or reinvestment of such amounts, had Grantee been the record holder of a number of issued and outstanding shares of PNC common stock equal to the number of vested Payout Share Units for that Tranche for the period beginning on the Award Grant Date and through the date of the Change of Control, subject to adjustment if any pursuant to Section 11.

(B) Phantom Investment Amounts. The phantom investment amount for the Performance RSUs base amount with respect to the Tranche being settled will be either (i) or (ii), whichever is larger: (i) interest on the Performance RSUs base amount described in Section 9.3(b)(2)(A) from the date of the Change of Control through the payment date for that Tranche at the short-term, mid-term or long-term Federal rate under U.S. Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually; or (ii) a phantom investment amount with respect to said base amount that reflects, if positive, the performance of the PNC stock or other consideration received by a PNC common shareholder in the Change of Control transaction, with any dividends reinvested in such stock, from the date of the Change of Control through the payment date for that Tranche.

The phantom investment amount for the related Dividend Equivalents base amount with respect to the Tranche being settled will be interest on the related Dividend Equivalents base amount described in Section 9.3(b)(2)(A) from the date of the Change of Control through the payment date for that Tranche at the short-term, mid-term or long-term Federal rate under U.S. Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually.

PNC may, at its option, provide other phantom investment alternatives in addition to those referenced in the preceding two paragraphs of this Section 9.3(b)(2)(B) and may permit Grantee to make a phantom investment election from among such alternatives under and in accordance with procedures established by PNC, but any such alternatives must provide for at least the two phantom investments set forth in Section 9.3(b)(2)(B)(i) and (ii) with respect to the Performance RSUs base amount at a minimum and for at least the one phantom investment set forth in this Section 9.3(b)(2)(B) for the related Dividend Equivalents base amount at a minimum.

The phantom investment amounts will be applicable only in the event that payment at the time of the Change of Control would not comply with Section 409A of the U.S. Internal Revenue Code and thus payment is made at the time specified in Section 9.3(a)(2) or (3) rather than at the time specified in Section 9.3(a)(1).

(c) Disputes. If there is a dispute regarding payment of a final award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth in the applicable subsection of Section 9.3(a), and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the U.S. Internal Revenue Code.

10. 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 of PNC stock are issued and delivered in settlement of vested outstanding performance-adjusted Performance RSUs pursuant to Section 9.

11. Capital Adjustments.

11.1 Except as otherwise provided in Section 11.2, 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 outstanding vested Performance RSUs and related Dividend Equivalents are settled and paid, the Compensation Committee or its delegate shall make those adjustments, if any, in the number, class or kind of Performance RSUs 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 9 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 9 to be paid in cash at the applicable time specified in Section 9.

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.

11.2 Upon the occurrence of a Change of Control, (a) the number, class and kind of Performance RSUs 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, (b) the value per share unit to be used in calculating the base amount described in Section 9.3(b) of any award that is deemed to be awarded to Grantee in accordance with Section 8(iii) 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 9 will be made solely in cash at the applicable time specified by Section 9.

12. Prohibitions Against Sale, Assignment, etc.; Payment to Legal Representative

(a) Performance RSUs 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 Performance RSUs and Dividend Equivalents are settled and paid in accordance with the terms of Section 9, 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.

13. Withholding Taxes.

Where all applicable withholding tax obligations have not previously been satisfied, PNC will, at the time any such 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 amounts then payable hereunder to Grantee.

Unless the Compensation Committee or other PNC Designated Person 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 such withholding is required prior to the time amounts are payable to Grantee hereunder or if such amounts are not sufficient to satisfy such obligation in full, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

For purposes of this Section 13, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value (as defined in Section 15) 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. The Corporation 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.

14. Employment.

Neither the awarding of the Performance RSUs and related Dividend Equivalents nor any payment with respect to such Award authorized hereunder nor any term or provision of the Award 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.

15. Certain Definitions.

Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

15.1 "Agreement" or "Award Agreement;" means the Corporate Executive Group 20 Performance-Based Stock-Payable Restricted Share Units Award Agreement between PNC and Grantee evidencing the Performance RSUs and related Dividend Equivalents award granted to Grantee pursuant to the Plan.

15.2 “Annual Corporate Performance Factor,” “Annual Tier 1 Risk-Based Performance Factor,” “Annual Risk Review Performance Factor,” and “overall Annual Performance Factor” have the meanings set forth in Section 6.

15.3 “Award” means the Performance RSUs and related Dividend Equivalents award granted to Grantee pursuant to the Plan and evidenced by the Agreement.

15.4 “Award Grant Date” means the Award Grant Date set forth on page 1 of the Agreement.

15.5 “Board” means the Board of Directors of PNC.

15.6 “Cause” and “termination for Cause,”

For purposes of the Agreement, “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.

15.7 “CEO” means the chief executive officer of PNC.

15.8 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”); provided, however, that, for purposes of this Section 15.8(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an “Affiliated Company”), (4) any acquisition pursuant

to an Excluded Combination (as defined in Section 15.8(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC’s shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a “Business Combination”), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

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

15.10 “Competitive Activity.”

“Competitive Activity” while Grantee is an employee of the Corporation 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 or (2) engaged in business activities that Grantee knows PNC or any subsidiary intends to enter within the next twelve (12) months, 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.

“Competitive Activity” on or after Grantee’s Termination Date 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 subsection (a), clause (ii) of the definition of Detrimental Conduct in Section 15.13, 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.

For purposes of Competitive Activity as defined in this Section 15.10, and for purposes of the definition of competitive activity in any other PNC restricted share unit or in any PNC restricted stock, stock option, or other equity-based award or awards held by Grantee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

15.11 “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 U.S. Internal Revenue Code.

15.12 “Corporation” means PNC and its Consolidated Subsidiaries.

15.13 “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 as defined in Section 15.10 in the continental United States at any time during the period of Grantee’s employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Performance RSUs that have not yet vested in accordance with Section 8 and of the Dividend Equivalents related to such Performance RSUs on the basis of such determination that Grantee has engaged in Detrimental Conduct.

15.14 “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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

15.15 “Dividend Equivalents” means the opportunity to receive dividend equivalents granted to Grantee pursuant to the Plan in connection with the Performance RSUs to which they relate and evidenced by the Agreement.

15.16 “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.

15.17 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

15.18 “Grantee” means the person to whom the Performance RSUs with related Dividend Equivalents award is granted, and is identified as Grantee on page 1 of the Agreement.

15.19 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

15.20 “Payout Percentage” has the meaning set forth in Section 7.

15.21 “Payout Share Units” and “vested Payout Share Units” have the meanings specified in Sections 7 and 8. “Payout Share Units” are the performance-adjusted number of Performance RSUs calculated in accordance with Section 7 that are performance eligible to vest in accordance with Section 8. “Vested Payout Share Units” are performance-adjusted Performance RSUs that have vested in accordance with Section 8.

15.22 “Performance RSUs” 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 11 if any, granted to Grantee pursuant to the Plan and evidenced by the Agreement.

15.23 “Person” has the meaning specified in the definition of Change of Control in Section 15.8(a).

15.24 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

15.25 “PNC” means The PNC Financial Services Group, Inc.

15.26 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when he or she ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

15.27 “Qualifying Retirement” and “Qualifying Disability Termination” have the meanings specified in Section 5.3(iii) and Section 5.3(iv), respectively.

15.28 “Retires” or “Retirement.” Grantee “Retires” if Grantee’s 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 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.”

15.29 “ROEC.” For purposes of the Risk Performance Review Criteria specified in Section 6.3(c), PNC’s “ROEC” (return on economic capital) for a given performance year will be calculated as earnings for the applicable

performance year, divided by average economic capital for the same calendar year, calculated to one place to the right of the decimal, rounded to the nearest tenth with 0.05 being rounded upward to 0.1.

Earnings. Earnings will mean PNC's publicly-reported earnings for the applicable calendar year adjusted, on an after-tax basis, for the impact of the items set forth under the heading "Earnings Adjustments" below.

Economic Capital. Economic capital will mean total economic capital for PNC on a consolidated basis as that term is used by PNC for its internal measurement purposes. Average economic capital for the applicable calendar year will mean the average of the economic capital values at the following points: beginning of period, end of period, and at each intermediate quarter-end in the period. For example, for the calendar year 20 period, this would be the average of the economic capital values at the following dates: December 31, 20 (for the beginning of period value), December 31, 20 (for the end of period value), and March 31, 20, June 30, 20 and September 30, 20 (for the intermediate points).

Earnings Adjustments. For purposes of calculating PNC's ROEC for a given performance year, publicly-reported earnings results for that year will be adjusted, on an after-tax basis, for the impact of any of the following where such impact occurs during the given year:

- extraordinary items (as such term is used under GAAP);
- items resulting from a change in tax law;
- discontinued operations;
- acquisition costs and merger integration costs;
- any costs or expense arising from specified Visa litigation (including Visa-litigation-related expenses/charges recorded for obligations to Visa with respect to the costs of specified litigation or the gains/reversal of expense recognized in connection with such obligations) and any other gains recognized on the redemption or sale of Visa shares as applicable;
- acceleration of the accretion of any remaining issuance discount in connection with the redemption of any preferred stock, and any other charges or benefits related to the redemption of trust preferred or other preferred securities; and
- the net impact on PNC of significant gains or losses related to BlackRock transactions (similar to the adjustment provided for in PNC's Incentive Performance Units awards in an earlier year to members of PNC's Corporate Executive Group that included adjusting 2009 results to exclude the 4th quarter 2009 gain related to BlackRock's acquisition of Barclays Global Investors).

15.30 "SEC" means the United States Securities and Exchange Commission.

15.31 "Section 409A" means Section 409A of the United States Internal Revenue Code.

15.32 "Service relationship" or "having a service relationship with the Corporation" means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

15.33 "Termination Date" means Grantee's last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under 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.

15.34 "Tranche" means one of the four installments into which the Performance RSUs and related Dividend Equivalents of the Award have been divided as specified in Section 3.

15.35 "TSR Performance" has the meaning set forth in Section 6.1.

16. Grantee Covenants.

16.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 16 and 17 by virtue of receiving this Performance RSUs and Dividend Equivalents Award (regardless of whether such share units and dividend equivalents, or any portion thereof, ultimately vest and settle); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

16.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 16.2 while employed by the Corporation and for a period of one year after Grantee's Termination Date regardless of the reason for such termination of employment.

(a) Non-Solicitation. Grantee shall not, directly or indirectly, either for Grantee's own benefit or purpose or for the benefit or purpose of any Person other than PNC or any of its subsidiaries, solicit, call on, do business with, or actively interfere with PNC's or any subsidiary's relationship with, or attempt to divert or entice away, any Person that Grantee should reasonably know (i) is a customer of PNC or any subsidiary for which PNC or any subsidiary provides any services as of Grantee's Termination Date, or (ii) was a customer of PNC or any subsidiary for which PNC or any subsidiary provided any services at any time during the twelve (12) months preceding 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 16.2 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.

16.3 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.

16.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 16.4 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

17. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

17.2 Equitable Remedies. A breach of the provisions of any of Sections 16.2, 16.3 or 16.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

17.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 16.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

17.4 No Waiver. Failure of PNC to demand strict compliance with any of the terms, covenants or conditions of the Agreement 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.

17.5 Severability. The restrictions and obligations imposed by Sections 16.2, 16.3, 16.4, 17.1 and 17.7 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations shall remain valid and binding upon Grantee.

17.6 Reform. In the event any of Sections 16.2, 16.3 and 16.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

17.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 16.2, 16.3 and 16.4.

17.8 Compliance with 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.

17.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent applicable to Grantee, the 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, adjustment 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.

17.10 Subject to the Plan and Interpretations. 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.

17.11 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.

17.12 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.

18. 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:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

CORPORATE EXECUTIVE GROUP

20 -20 INCENTIVE PERFORMANCE UNITS

AWARD AGREEMENT

* * *

GRANTEE: [Name]
AWARD GRANT DATE: , 20
SHARE UNITS: [number of share units]

1. Definitions.

Certain terms used in this Corporate Executive Group 20 -20 Incentive Performance Units Award Agreement (the "Agreement" or "Award Agreement") are defined in Section 15 or elsewhere in the Agreement, and such definitions will apply except where the context otherwise indicates.

In the Agreement, "PNC" means The PNC Financial Services Group, Inc., "Corporation" means PNC and its Consolidated Subsidiaries, and "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

2. 20 -20 Incentive Performance 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 incentive award opportunity of performance units (the "Incentive Performance Units" or "20 -20 Incentive Performance Units") 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 18 and is subject to the terms and conditions of the Award Agreement, including service and conduct conditions, corporate performance conditions and related adjustments, risk performance conditions and related adjustments, forfeiture provisions and Committee determinations, and to the Plan.

3. Terms of Award.

This Award is subject to service and conduct-related conditions, corporate performance conditions and related adjustments, risk performance conditions and related adjustments, forfeiture provisions, and other conditions and provisions, all as set forth in the Award Agreement.

Incentive Performance Units and Dividend Equivalents are not transferable. The Incentive Performance Units and related Dividend Equivalents are subject to forfeiture until Final Award determination and vesting pursuant to Section 8 and are subject to upward or downward corporate performance adjustments and to downward risk performance adjustments from the initial number of share units, or share units to which they relate in the case of Dividend Equivalents, all in accordance with the terms of the Award Agreement.

Incentive Performance Units that are not forfeited pursuant to the service or conduct-related provisions in accordance with the terms of Section 5 will be performance-adjusted in accordance with the corporate and risk performance adjustment provisions of Sections 6 and 7 on the basis of four separate annual factors (two corporate performance-related and two risk performance-related) that are used to generate overall Annual Performance Factors, which in turn are used to generate an overall Performance Factor. The Performance Factor is then used to determine the calculated maximum performance-adjusted share units and related dividend equivalents amount that is eligible for a Final Award determination in accordance with Section 8. Generally, Final Award determinations will be made by the Compensation Committee (as defined in Section 15) at the end of an overall performance period of three years. In the event of Grantee's earlier death, Grantee may be eligible for a prorated award based on performance over a shorter period and a Final Award determination may in such circumstances be made at an earlier time. The Compensation Committee may determine to reduce the calculated maximum performance-adjusted amount in its discretion when it makes a Final Award determination, but it may not increase the calculated maximum amount. A Final Award determination will be made formulaically in the event of a Change of Control. Any Final Award (as defined in Section 15) determined in accordance with Section 8 will be fully vested and will be settled and paid out, generally in shares of PNC common stock, or a combination of stock and cash, for the share units portion of the award and cash for the related dividend equivalents, pursuant to and in accordance with the terms of Section 9.

Related Dividend Equivalents will be accrued and will be subject to the same forfeiture, performance-adjustment, and Final Award determination and vesting conditions as the Incentive Performance Units to which they relate. Performance-adjusted Dividend Equivalents that vest in accordance with Section 8 will be paid out in cash at the same time that their related vested Incentive Performance Units are settled and paid out in accordance with the terms of Section 9.

Incentive Performance Units that are forfeited by Grantee pursuant to and in accordance with the service or conduct provisions of Section 5, or that are not represented in a Final Award awarded and vested pursuant to Section 8, will be cancelled, together with the Dividend Equivalents that relate to those Incentive Performance Units, without payment of any consideration by PNC.

4. Dividend Equivalents

The Dividend Equivalents portion of the Award 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 Committee-determined Final Award Date or the Change-of-Control-determined Final Award Date (each as defined in Section 15), whichever first occurs, on the number of shares of PNC common stock determined as specified below had such shares been issued and outstanding shares on the Award Grant Date and thereafter through the Committee-determined Final Award Date or the Change-of-Control-determined Final Award Date, as the case may be. The specified number for purposes of the preceding sentence will be the number equal to the corporate and risk performance-adjusted number of share units that are outstanding and represented in the Final Award, if any, determined and vested in accordance with Section 8 (the vested Payout Share Units), whether such vested Final Award is determined by the Committee (as defined in Section 15) pursuant to Section 8.2 or is deemed awarded in accordance with Section 8.3 by reason of the occurrence of a Change of Control, as applicable.

Dividend Equivalents are subject to the same service requirements, conduct conditions, forfeiture events, corporate and risk performance-based payout size adjustments, and Final Award payout determinations as the Incentive Performance Units to which they relate, all as set forth in Sections 5, 6, 7 and 8. Dividend Equivalents will not vest, be settled and paid unless and until their related Incentive Performance Units vest, are settled, and are paid out. Outstanding accrued performance-adjusted Dividend Equivalents that so vest and settle will be paid in cash in accordance with Section 9.

5. Forfeiture Provisions: Termination Upon Failure to Meet Applicable Service Requirements or Conduct Conditions

5.1 Termination of Award Upon Forfeiture of Share Units The Award is subject to the forfeiture provisions set forth in this Section 5. The Award will terminate with respect to all or a specified portion, as applicable, of the Incentive Performance Units and related Dividend Equivalents evidenced by the Agreement upon

the forfeiture and cancellation of such Incentive Performance Units and related Dividend Equivalents pursuant to the terms and conditions of this Section 5, and neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in either such Incentive Performance Units or related Dividend Equivalents.

5.2 Forfeiture of Award Upon Failure to Meet Service Requirements If, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements set forth in this Section 5 with respect to the Award, then all then outstanding Incentive Performance Units, together with the Dividend Equivalents related to such Incentive Performance 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 15).

5.3 Service Requirements. Grantee will meet the service requirements of the Award if Grantee meets the conditions of any of the subclauses below. If more than one of the following subclauses is applicable, Grantee will have met the service requirements for the Award upon the first to occur of such conditions.

- (i) Grantee continues to be an employee of the Corporation through and including the Committee-determined Final Award Date.
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be an employee of the Corporation until Grantee's Termination Date where Grantee's employment was not terminated by the Corporation for Cause (as defined in Section 15) and where Grantee's termination of employment as of such date qualifies as a Retirement (as defined in Section 15) (a "Qualifying Retirement").
- (iv) Grantee continues to be an employee of the Corporation until Grantee's Termination Date where Grantee's employment was not terminated by the Corporation for Cause and where Grantee's employment was terminated as of such date by the Corporation by reason of Grantee's Disability (as defined in Section 15) (a "Qualifying Disability Termination").
- (v) Grantee continues to be an employee of the Corporation until Grantee's Termination Date where Grantee's employment was terminated as of such date by the Corporation and such termination is an Anticipatory Termination (as defined in Section 15) (a "Qualifying Anticipatory Termination").
- (vi) Grantee continues to be employed by the Corporation through the day immediately prior to the date a Change of Control (as defined in Section 15) occurs.

5.4 Forfeiture of Award Upon Termination for Cause or Pursuant to Detrimental Conduct Provisions

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the Committee-determined Final Award Date and prior to the occurrence of a Change of Control, if any, then all then outstanding Incentive Performance Units, together with all accrued Dividend Equivalents related to such then outstanding Incentive Performance Units, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date.

(b) Detrimental Conduct. At any time prior to the date that a Final Award, if any, is either determined by the Committee and vests (the Committee-determined Final Award Date) or is awarded by reason of the occurrence of a Change of Control and vests as of the Change of Control date, as the case may be, or the date that such Incentive Performance Units and related Dividend Equivalents expire unvested or are cancelled pursuant to other provisions of the Award Agreement, the Incentive Performance Units and related Dividend Equivalents, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to the extent that PNC determines in its sole discretion to so cancel all or a specified portion of the Incentive Performance Units and related Dividend Equivalents on the basis of its determination that Grantee has engaged in Detrimental Conduct as set forth in Section 15.18, whether such determination is made

during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) Detrimental Conduct will not apply to conduct by or activities of successors to the Incentive Performance Units and related Dividend Equivalents by will or the laws of descent and distribution in the event of Grantee's death; (ii) no determination that Grantee has engaged in Detrimental Conduct may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control; and (iii) no determination that Grantee has engaged in Detrimental Conduct may be made after the occurrence of a Change of Control.

6. Performance Conditions and Related Annual Performance Factors

6.1 General. Incentive Performance Units and related Dividend Equivalents are subject to corporate and risk performance conditions and adjustments, all as set forth in the Award Agreement unless and until amended prospectively by the Compensation Committee.

In the standard circumstances, corporate and risk performance is measured over three performance years (calendar years 20 , 20 and 20) as provided in this Section 6; however, in certain circumstances, generally involving Grantee's death or a Change of Control, there may be fewer than three performance years and/or measurements for a performance year may involve less than a full four quarters or may be based on a quarter-end date other than December 31st, as the case may be, as provided in Section 7.

Performance measurements and the generation of annual performance factors based on each corporate and risk performance condition, the generation of an overall Annual Performance Factor based on these component annual factors for each applicable annual measurement period ("Performance Year"), the generation of an overall Performance Factor for the Award, and the performance-adjustment of the Incentive Performance Units and related accrued Dividend Equivalents in varying circumstances are set forth in Sections 6 and 7.

All determinations made by the Compensation Committee or otherwise by PNC hereunder shall be made in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

6.2 First Corporate Performance Condition and Related Annual Performance Factor

(a) General. For the first corporate performance condition, corporate performance will be measured under the Relative EPS Growth Corporate Performance Metric (also sometimes referred to as the First Corporate Performance Metric), as specified in this Section 6.2 below, for each Performance Year in the Award and will generate an Annual EPS Growth Performance Factor that relates to each such Performance Year. The Annual EPS Growth Performance Factor for a given Performance Year can range from a low of 0.00% to a maximum of 125.00% based on the first corporate performance metric, as described in this Section 6.2.

In the standard circumstances where Grantee continues to be an employee of the Corporation (or where Grantee's employment with the Corporation ceases by reason of a Qualifying Retirement or a Qualifying Disability Termination) and there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, the applicable performance measurement period for a Performance Year for purposes of this first corporate performance metric will cover the full four quarters of the applicable Performance Year (January 1 through December 31) and the Annual EPS Growth Performance Factor for the given Performance Year will be calculated in accordance with Section 6.2.

PNC will present information to the Compensation Committee with respect to PNC's level of performance with respect to the Relative EPS Growth Corporate Performance Metric for a given Performance Year as soon as practicable following the end of that performance period. The process of certification of the level of PNC's performance with respect to a given Performance Year will generally occur in late January or early February after the applicable year-end date.

For circumstances where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee has a Qualifying Anticipatory Termination, the Annual EPS Growth Performance Factor with respect

to an applicable Performance Year will be determined as set forth in Section 7 and this may in some circumstances include a performance period for a given Performance Year that covers fewer than four quarters.

(b) First Corporate Performance Metric. The Compensation Committee has determined that the first corporate performance metric for this Award will be PNC EPS growth relative to similar performance of PNC's Peers (as specified below), all measured as set forth herein unless and until amended prospectively by the Compensation Committee.

EPS growth. EPS growth with respect to a given Performance Year means the growth or decline, as the case may be, in EPS achieved by PNC or other Peer for the given covered period of that Performance Year as compared to EPS for the comparable period of the prior calendar year, expressed as a percentage (with a positive percentage for growth over the comparable prior year period EPS and a negative percentage for decline from the comparable prior year period EPS, as the case may be) rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%.

EPS. EPS for this purpose means the publicly-reported diluted earnings per share of PNC or other Peer for the given covered period or period of comparison, as the case may be, in each case as adjusted, on an after-tax basis, for the impact, as applicable to EPS, of the items set forth in the definition "Earnings, EPS and ROCE Adjustments" as specified in Section 15.21, rounded to the nearest cent with \$0.005 being rounded upward to \$0.01.

Peer Group. The Peer Group is determined by the Compensation Committee and may be reset by the Compensation Committee annually but no later than the 90th day of that year. EPS growth performance measurements for a given covered performance period will be made with respect to the Peers in the Peer Group as they exist on the last day of that covered period taking into account Peer name changes and the elimination from the Peer Group of any members that have been eliminated since the beginning of the year due, for example, to consolidations, mergers or other material corporate reorganizations.

Unless and until reset prospectively by the Compensation Committee, the Peer Group will consist of the following members: PNC; BB&T Corporation; Bank of America Corporation; Capital One Financial, Inc.; Comerica Inc.; Fifth Third Bancorp; JPMorgan Chase; KeyCorp; M&T Bank; Regions Financial Corporation; SunTrust Banks, Inc.; U.S. Bancorp; and Wells Fargo & Co.

Rankings. The performance of PNC and each of the other Peers, as such Peer Group exists as of the last day of a given covered period, is measured for the given covered performance period with respect to the first corporate performance metric — Relative EPS Growth Corporate Performance — as set forth above. This performance is measured annually for each applicable Performance Year (which may consist of a full calendar year or a shorter partial-year period as required by the Agreement) in the applicable overall performance period.

After measuring EPS growth for PNC and its Peers for the covered performance period with respect to a given year, PNC and its Peers will be ranked for that covered period based on their respective EPS growth performances, in each case as adjusted as set forth in the following paragraph.

Rankings Adjustments. When ranking PNC's and the other Peers' EPS growth performance for a given Performance Year, a Peer that had positive adjusted earnings (as set forth above) for that covered year or partial year period will be ranked above any Peer that had a loss (i.e., negative adjusted earnings) for that covered year or partial year period or that had a loss either for that covered period or for the comparable period of the comparison year.

(c) Annual EPS Growth Performance Factor. The Compensation Committee also establishes the applicable Relative EPS Growth Corporate Performance Schedule (sometimes referred to herein as the First Corporate Performance Metric Schedule) for the 20th -20th Incentive Performance Units. Unless and until amended prospectively by the Compensation Committee, the following First Corporate Performance Metric Schedule will be applied in order to generate an Annual EPS Growth Performance Factor for each applicable Performance Year in the applicable overall performance period.

Once PNC and other Peer EPS growth and relative rankings with respect to such performance have been measured and calculated for a given Performance Year in accordance with Section 6.2(a) and (b) above, the table that follows and interpolation will be used to generate an Annual EPS Growth Performance Factor for that given full or partial year period, as the case may be, based on such relative covered period performance. The Annual EPS Growth Performance Factor for the given Performance Year will be the applicable unadjusted payout percentage in the table, adjusted as indicated in the footnotes to that table, and rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%. In no event will the Annual EPS Growth Performance Factor be greater than 125.00% or less than 0.00%.

The table used for this First Corporate Performance Metric Schedule, as established by the Compensation Committee at the time it authorized the 20 -20 Incentive Performance Units, is as follows.

Relative EPS Growth

Corporate Performance Measure

Peer Group Position with respect to Covered Period EPS Growth Performance		Unadjusted Payout Percentage *
Maximum	#1	125.00%
	#2	125.00%
	#3	125.00%
	#4	125.00%
	#5	116.70%
	#6	108.30%
	#7	100.00%
	#8	90.00%
	#9	80.00%
	#10	60.00%
	#11	40.00%
Minimum	#12	0%
	#13	0%

* Consistent with the design of this compensation program and approach taken in prior years, this schedule interpolates results to arrive at final annual corporate performance payout percentages for Relative EPS Growth Corporate Performance. In other words, the final Annual EPS Growth Performance Factor for a given covered period will depend both on PNC's relative covered period ranking (which generates a payout percentage range between the midpoints of the payout percentages for the rank below and the rank above PNC) and on PNC's performance for that covered period relative to the performance of the Peers ranked immediately above and below PNC (which determines the adjusted payout percentage within this range). Where interpolation is impracticable or would not produce a meaningful result, the unadjusted percentage will be used.

The calculated payout percentage for the First Corporate Performance Metric with respect to a given full or partial year Performance Year depends both on PNC's relative covered period ranking achieved with respect to that performance metric and on PNC's covered period performance for that metric relative to the comparable performance of the Peers ranking immediately above and below PNC (other than where PNC ranks #1 or ranks near the bottom at #12 or #13). This calculated percentage is rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%.

For example, if PNC achieves a #5 covered period ranking, the schedule indicates that the payout percentage for this rank would be between 112.50% (which is the mid-point between 108.30% and 116.70% in the table) and 120.85% (which is the mid-point between 116.70% and 125.00% in the table). The final calculated payout percentage, and thus the Annual EPS Growth Performance Factor, depends on how PNC's EPS growth for the covered period compares to the covered period EPS growth of the Peers ranking immediately above and below PNC, in this example the performance of the Peers ranking #4 and #6.

At the other end of the scale, if for example PNC achieves a #11 covered period ranking (the lowest ranking that would generate a payout percentage above zero) for the Relative EPS Growth Corporate Performance Metric, the schedule indicates that the payout percentage for this rank would be between 20.00% and 50.00% and the final calculated payout percentage (the Annual EPS Growth Performance Factor) would be determined based on the comparison of PNC's covered period performance for that corporate performance metric to that of the Peers ranking #10 and #12; provided, however, that in any case where interpolation is impracticable or would not produce a meaningful result, the unadjusted percentage will be used.

Compensation Committee Negative Discretion. Once the Annual EPS Growth Performance Factor for PNC's relative performance with respect to the Relative EPS Growth Corporate Performance Criteria for the given full year or partial-year covered period of a given Performance Year has been determined using the table above and interpolation, the Compensation Committee may decide, in its discretion, to reduce that percentage (as long as such decision is not made during a Change of Control Coverage Period, as defined in Section 15, or after the occurrence of a Change of Control) but may not increase it.

6.3 Second Corporate Risk Performance Condition and Related Annual Performance Factor

(a) General. For the second corporate performance condition, corporate performance will be measured under the ROCE-Related Corporate Performance Metric (also sometimes referred to as the Second Corporate Performance Metric), as specified in this Section 6.3 below, for each Performance Year in the Award and will generate an Annual ROCE-Related Performance Factor that relates to each such Performance Year. The Annual ROCE-Related Performance Factor for a given Performance Year can range from a low of 0.00% to a maximum of 125.00% based on the first corporate performance metric, as described in this Section 6.3.

In the standard circumstances where Grantee continues to be an employee of the Corporation (or where Grantee's employment with the Corporation ceases by reason of a Qualifying Retirement or a Qualifying Disability Termination) and there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, the applicable performance measurement period for a Performance Year for purposes of this second corporate performance metric will cover the full four quarters of the applicable Performance Year (January 1 through December 31) and the Annual ROCE-Related Performance Factor for the given Performance Year will be calculated in accordance with Section 6.3.

PNC will present information to the Compensation Committee with respect to PNC's level of performance with respect to the ROCE-Related Corporate Performance Metric for a given Performance Year as soon as practicable following the end of that performance period. The process of certification of the level of PNC's performance with respect to a given Performance Year will generally occur in late January or early February after the applicable year-end date.

For circumstances where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee has a Qualifying Anticipatory Termination, the Annual ROCE-Related Performance Factor with

respect to an applicable Performance Year will be determined as set forth in Section 7 and this may in some circumstances include a performance period for a given Performance Year that covers fewer than four quarters.

(b) Second Corporate Performance Metric. The Compensation Committee has determined that the Second Corporate Performance Metric for this Award will be PNC ROCE relative to the level of ROCE performance specified by the Committee as of the beginning of that calendar year to serve as the ROCE hurdle with respect to the given year (as specified below), all measured as set forth herein unless and until amended prospectively by the Compensation Committee.

“ROCE” with respect to a given year means the ROCE achieved by PNC for the given covered period of that year and may be a positive or negative return, as the case may be. “ROCE” for this purpose means the publicly-reported return on average common shareholders’ equity of PNC for the given covered period of the year, as adjusted, on an after-tax basis, for the impact, as applicable to ROCE, of the items set forth in the definition “Earnings, EPS and ROCE Adjustments” as specified in Section 15.21, expressed as a percentage rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%.

“ROCE hurdle” with respect to a given Performance Year will be the level of ROCE performance specified by the Compensation Committee as the ROCE hurdle for that calendar year as established by the Committee no later than March 30th of that Performance Year for purposes of comparison PNC’s ROCE to such hurdle for this Award. For the 20 Performance Year, this hurdle as approved by the Compensation Committee is related to PNC’s cost of common equity and is set at %.

(c) Annual ROCE-Related Performance Factor. The Compensation Committee also establishes the applicable ROCE-Related Corporate Performance Schedule (sometimes referred to herein as the Second Corporate Performance Metric Schedule) for the 20 -20 Incentive Performance Units. Unless and until amended prospectively by the Compensation Committee, the following Second Corporate Performance Metric Schedule will be applied in order to generate an Annual ROCE-Related Performance Factor for each applicable Performance Year in the applicable overall performance period.

After measuring the level of PNC’s ROCE performance for a given Performance Year in accordance with Section 6.3(a) and (b) above, this amount is then compared to the Committee-specified ROCE hurdle level for that calendar year. ROCE performance expressed as a percentage of the applicable ROCE hurdle level is then used to generate an Annual ROCE-Related Performance Factor with respect to that covered period using the Second Corporate Performance Metric Schedule as follows.

The table that follows and interpolation are used to generate an AnnualROCE-Related Performance Factor for the full or partial year period, as the case may be, in a given Performance Year based on such covered period ROCE performance compared to the applicable ROCE hurdle for that Performance Year. The Annual ROCE-Related Performance Factor will be the applicable payout percentage in the table, adjusted as indicated in the footnotes to that table, and rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%.

The table used for this Second Corporate Performance Metric Schedule, as established by the Compensation Committee at the time it authorized the 20 -20 Incentive Performance Units, is as follows. The following table assigns an Annual ROCE-Related Performance Factor with respect to ROCE-related performance for the applicable covered period. Percentages for performance between the points indicated on the table are interpolated. The final annual payout percentage with respect to the ROCE-related corporate performance measure for a given covered period is rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%. This percentage, which cannot go above 125.00% or below 0.00%, is the Annual ROCE-Related Performance Factor for the given Performance Year.

ROCE-Related

Corporate Performance Measure

PNC's Return on Average Common Shareholders' Equity as a Percentage of the Committee-Specified ROCE Hurdle		Payout Percentage *
Maximum	110.00% or greater	125.00%
	105.00%	100.00%
	100.00%	75.00%
	75.00%	50.00%
Minimum	50.00% or less	0.00%

* Consistent with the design of this compensation program, this schedule interpolates results for performance between the points indicated on this table. Where interpolation is impracticable or would not produce a meaningful result, the unadjusted percentage will be used.

Compensation Committee Negative Discretion. Once the Annual ROCE-Related Performance Factor for PNC's performance with respect to the ROCE-Related Corporate Performance Criteria for the given full year or partial-year covered period of a given Performance Year has been determined using the table above and interpolation, the Compensation Committee may decide, in its discretion, to reduce that percentage (as long as such decision is not made during a Change of Control Coverage Period, or after the occurrence of a Change of Control) but may not increase it.

6.4 First Risk Performance Condition and Related Annual Performance Factor For the first risk performance condition, risk performance will be measured under the Tier 1 Risk-Based Performance Metric (also sometimes referred to as the First Risk Performance Metric), as specified below, for each Performance Year in the Award and will generate an Annual Tier 1 Risk-Based Performance Factor that relates to each such Performance Year. The Annual Tier 1 Risk-Based Performance Factor for a given Performance Year could be either 100.00% or 0.00% based on the first risk performance metric, as described below.

The First Risk Performance Metric for this Award, the Tier 1 Risk-Based Performance Metric, is whether PNC has, as of the applicable performance measurement date for that Performance Year, met or exceeded the required Tier 1 risk-based capital ratio established by PNC's primary Federal bank holding company regulator for well-capitalized institutions as then in effect and applicable to PNC.

In the standard circumstances where Grantee continues to be an employee of the Corporation (or where Grantee's employment with the Corporation ceases by reason of a Qualifying Retirement or a Qualifying Disability Termination) and there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, the applicable performance measurement date for a Performance Year for purposes of this First Risk Performance Metric will be the year-end date of the applicable Performance Year. For example, for the 20 Performance Year, the specified Tier 1 risk-based capital ratio will be the ratio as of December 31, 20 , except as otherwise provided in Section 7 where applicable under the circumstances.

The process of certification of the level of PNC's performance with respect to the Tier 1 Risk-Based Performance Metric will occur as soon as practicable after the applicable performance measurement date (in the case of determinations made in standard circumstances pursuant to this Section 6.4, after the applicable year-end date). PNC will present information to the Compensation Committee with respect to (1) the minimum specified Tier 1 risk-based capital ratio PNC is required to achieve in order to meet the required Tier 1 risk-based capital ratio established by PNC's primary Federal bank holding company regulator for well-capitalized institutions as then in effect and applicable to PNC and (2) the applicable Tier 1 risk-based capital ratio achieved by PNC with respect to the Performance Year, which will be based on PNC's publicly reported financial results for the period ending on the applicable performance measurement date. Generally, in standard circumstances, this will be the public release of earnings results for PNC's fourth quarter that occurs after the year-end measurement date, so that the Compensation Committee will be able to make its determination in late January or early February following the applicable performance year-end.

In the standard circumstances, the Annual Tier 1 Risk-Based Performance Factor for a Performance Year will be 100.00% if, as of the applicable performance measurement date for that performance period, PNC has met or exceeded the required Tier 1 risk-based capital ratio established by PNC's primary Federal bank holding company regulator for well-capitalized institutions as then in effect and applicable to PNC. If PNC has not met or exceeded such required ratio, the Annual Tier 1 Risk-Based Performance Factor for that performance period will be 0.00%.

If the Annual Tier 1 Risk-Based Performance Factor with respect to a given Performance Year is 0.00%, this would mean that the Award has failed to meet the risk performance condition with respect to that Performance Year and the overall Annual Performance Factor that relates to that Performance Year will be 0.00%.

If the Annual Tier 1 Risk-Based Performance Factor with respect to a given Performance Year is 100.00%, this will reflect no downward adjustment for performance with respect to this risk metric for that performance period.

For circumstances where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee has a Qualifying Anticipatory Termination, the Annual Tier 1 Risk-Based Performance Factor with respect to a given Performance Year will be determined as set forth in Section 7.

6.5 Second Risk Performance Condition and Related Annual Performance Factor

(a) Annual Risk Review Performance Factor. For the second risk performance condition, risk performance will be measured under the second risk performance condition, as specified below, for each Performance Year in the Award and will generate an Annual Risk Review Performance Factor that relates to such Performance Year.

The Annual Risk Review Performance Factor for a given Performance Year could range from 100.00%, reflecting no downward adjustment for performance with respect to this risk metric for that Performance Year, to an Annual Risk Review Performance Factor reflecting a downward adjustment to a specified percentage amount, to an Annual Risk Review Performance Factor of 0.00%, all as further provided in this Section 6.

In the standard circumstances where Grantee continues to be an employee of the Corporation, or where Grantee's employment with the Corporation ceases by reason of a Qualifying Retirement or a Qualifying Disability Termination, and there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, the Annual Risk Review Performance Factor with respect to an applicable Performance Year will be determined as follows.

(1) If an Annual Risk Performance Review (as described in Section 6.5(b) below) is not required with respect to the applicable Performance Year, because a review has not been triggered by the Risk Performance Review Criteria set forth in Section 6.5(c) below as applied to that Performance Year and the Compensation Committee has not otherwise determined to conduct such review in its discretion, then the Annual Risk Review Performance Factor for that Performance Year will be 100.00%, effective as of the date it is determined that an Annual Risk Performance Review will not be conducted with respect to that Performance Year.

(2) If an Annual Risk Performance Review is conducted, as set forth below, with respect to the applicable Performance Year, then the Annual Risk Review Performance Factor for that Performance Year will be as determined by the Compensation Committee as part of such review, effective as of the Compensation Committee determination date, and will be in the range of 100.00% down to 0.00%.

(3) If the Compensation Committee-determined Annual Risk Review Performance Factor with respect to a given Performance Year is 0.00%, the overall Annual Performance Factor that relates to that Performance Year will be 0.00%.

For circumstances where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee has a Qualifying Anticipatory Termination, the Annual Risk Review Performance Factor with respect to a given Performance Year will be determined as set forth in Section 7.

(b) Annual Risk Performance Review. In general, while the Award is outstanding an Annual Risk Performance Review will be conducted with respect to any Performance Year for which either (1) such review is triggered by the Risk Performance Review Criteria as applied to that Performance Year as set forth in Section 6.5(c) below or (2) the Compensation Committee determines to conduct such review in its discretion. Any such determination that an Annual Risk Performance Review will be conducted will generally be made shortly after the close of the applicable Performance Year, but no later than the 45th day following the close of such year.

When an Annual Risk Performance Review is required with respect to a given completed Performance Year, either by the Risk Performance Review Criteria or at the Compensation Committee's discretion, such review will be conducted shortly after the close of such calendar Performance Year but no later than the end of the first quarter following such close.

As part of such review, the Compensation Committee will consider whether, in its discretion, downward adjustment for risk performance with respect to the applicable Performance Year would be appropriate as applied to Grantee and, if so, will reflect such adjustment in the Annual Risk Review Performance Factor for that Performance Year. An Annual Risk Review Performance Factor as determined by the Compensation Committee will be in the range of 100.00% down to 0.00%. A downward adjustment for risk performance would be reflected in an Annual Risk Review Performance Factor with respect to that year of less than 100.00%. A Factor of 0.00% would mean that the Award has failed to meet the risk performance condition with respect to that Performance Year and the overall Annual Performance Factor that relates to that Performance Year will be 0.00%.

If the Compensation Committee determines in its discretion that it would not be appropriate to apply a downward adjustment for risk performance for such year to Grantee's Incentive Performance Units and related Dividend Equivalents, that determination would be reflected in an Annual Risk Review Performance Factor for that Performance Year of 100.00%.

(c) Risk Performance Review Criteria. Unless and until amended prospectively by the Compensation Committee, the risk performance review criteria for a given Performance Year is whether PNC's return on economic capital, with specified adjustments ("ROEC"), is at least equal to the applicable Compensation Committee-specified ROEC hurdle for that Performance Year. If the ROEC for a given Performance Year equals or exceeds this hurdle, an Annual Risk Performance Review is not triggered unless the Compensation Committee requires a review in its discretion. If the ROEC for a given year is less than this hurdle amount, an Annual Risk Performance Review by the Compensation Committee is required with respect to that Performance Year.

For purposes of this Award Agreement, ROEC will have the meaning set forth in Section 15.41. The ROEC hurdle for a given risk Performance Year will be the risk performance hurdle specified for that Performance Year by the Compensation Committee no later than March 30th of that Performance Year for purposes of comparison of ROEC to such hurdle for this Award. For the 20 performance year, this hurdle as approved by the Compensation Committee is related to PNC's cost of capital and is set at %.

The Compensation Committee also approved a hurdle related to PNC's cost of capital set at % for the 20 performance year for purposes of comparison of ROEC to such hurdle for the 2011-2013 Incentive Performance Units and the 2012-2014 Incentive Performance Units awards to members of PNC's Corporate Executive Group.

6.6 Overall Annual Performance Factor and Overall Performance Factor in Standard Circumstances In standard circumstances where Grantee continues to be an employee of the Corporation (or where Grantee's employment with the Corporation ceased by reason of a Qualifying Retirement or a Qualifying Disability Termination) and there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, the overall Annual Performance Factor for a given Performance Year and the overall Performance Factor for the Award will be calculated as set forth in this Section 6.6.

For circumstances where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee has a Qualifying Anticipatory Termination, the component Annual Performance Factors, the overall Annual Performance Factors, and the final overall Performance Factor with respect to the Award will be determined as set forth in Section 7.

(a) Overall Annual Performance Factor. In standard circumstances, once the four annual performance factors (the Annual EPS Growth Performance Factor, the Annual ROCE-Related Performance Factor, the Annual Tier 1 Risk-Based Performance Factor, and the Annual Risk Review Performance Factor) have been determined for a given Performance Year in accordance with the applicable provisions of Section 6, the overall Annual Performance Factor for that Performance Year will be calculated as follows.

The Annual EPS Growth Performance Factor for a given Performance Year and the Annual ROCE-Related Performance Factor for that same Performance Year will be averaged to generate the overall Annual Corporate Performance Factor for that Performance Year. This overall Annual Corporate Performance Factor is the maximum size that the overall Annual Performance Factor for a given year can reach and cannot exceed 125.00%. The risk-based factors can reduce the overall corporate factor but cannot increase it.

Once an overall Annual Corporate Performance Factor has been determined for the Performance Year, the Annual Tier 1 Risk-Based Performance Factor for that same Performance Year will be applied as a percentage to that overall corporate factor.

If the applicable Annual Tier 1 Risk-Based Performance Factor is 0.00%, the overall Annual Corporate Performance Factor with respect to that same Performance Year will be 0.00%. If the applicable Annual Tier 1 Risk-Based Performance Factor with respect to that Performance Year is 100.00%, there will be no downward adjustment to the overall Annual Corporate Performance Factor for this first risk performance factor, and the second risk performance factor, the Annual Risk Review Performance Factor, for the same Performance Year will then be applied.

Assuming that the overall Annual Performance Factor is not determined to be 0.00% as a result of application of the first risk performance factor, the Annual Risk Review Performance Factor for the Performance Year, which can range from 0.00% to 100.00%, will then be applied as a percentage of the overall Annual Corporate Performance Factor for the same Performance Year to generate the overall Annual Performance Factor for that Performance Year.

For example, if for a given Performance Year the Annual EPS Growth Performance Factor and the Annual ROCE-Related Performance Factor are 115.00% and 95.00%, respectively, resulting in an overall Annual Corporate Performance Factor of 105.00%, the Annual Tier 1 Risk-Based Performance Factor is 100.00%, and the Annual Risk Review Performance Factor is 95.00%, the overall Annual Performance Factor for that Performance Year would be 99.75%.

If both risk performance factors are 100.00%, there is no downward adjustment to the overall corporate performance factor for risk performance and the overall Annual Performance Factor would be the same percentage as the overall Annual Corporate Performance Factor for that Performance Year.

If either risk performance factor for an applicable Performance Year is 0.00%, the overall Annual Performance Factor with respect to that same Performance Year will be 0.00%.

Calculation of the overall Annual Performance Factor for non-standard circumstances, where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee has a Qualifying Anticipatory Termination, is set forth in Section 7.

An overall Annual Performance Factor, whether calculated pursuant to Section 6.6 and/or Section 7.3, as applicable, will be rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%, provided that an overall Annual Performance Factor may not in any event be greater than 125.00% or less than 0.00%.

(b) Overall Performance Factor: After presentation of information on performance results and calculations of the component and overall annual performance factors by PNC to the Compensation Committee and certification of performance results, the overall Performance Factor for the Award will be determined.

In standard circumstances, the overall Performance Factor will be generated by taking the average of the overall Annual Performance Factors for the three Performance Years (20 , 20 and 20) for the Award.

Calculation of the overall Performance Factor for non-standard circumstances, where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee has a Qualifying Anticipatory Termination, is set forth in Section 7.

The overall Performance Factor, whether calculated pursuant to Section 6.6 and/or Section 7.3, as applicable, will be rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%, provided that the overall Performance Factor may in no event be greater than 125.00% or less than 0.00%.

7. Performance-Related Adjustments to Incentive Performance Units and Dividend Equivalents

7.1 Performance Adjustment of Outstanding Share Units. Once the overall Performance Factor for the Incentive Performance Units and related Dividend Equivalents has been determined in accordance with Section 6 and Section 7.3, if applicable, and provided that the Award has not been cancelled pursuant to any of the forfeiture provisions of Section 5, the number of share units in the Award will be performance adjusted as applicable in accordance with this Section 7. The performance-adjusted Incentive Performance Units and performance-adjusted Dividend Equivalents represent the maximum size of any Final Award that may be determined and vest pursuant to Section 8 where the Award has not been forfeited pursuant to Section 5.

Outstanding Incentive Performance Units and related Dividend Equivalents will be performance-adjusted in accordance with Section 7.2 where Grantee is still an employee of the Corporation or ceased to be an employee by reason of a Qualifying Retirement or Qualifying Disability and where there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, all as of the Final Award Determination Date set forth in Section 8.

Where Grantee has died (whether while an employee or after a Qualifying Retirement or Qualifying Disability) or ceased to be an employee by reason of a Qualifying Anticipatory Termination or where there has been a Change of Control, determination of the overall Performance Factor(s) and performance-adjustment of the Incentive Performance Units and related Dividend Equivalents will be made in accordance with Section 7.3 at the time specified in Section 8.

7.2 Standard Circumstances. Where, as of the Final Award Determination Date, Grantee is still an employee of the Corporation or ceased to be an employee by reason of a Qualifying Retirement or Qualifying Disability and there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, the performance-adjusted number of share units in the Award will be equal to a percentage of the initial share units in the Award, rounded to the nearest one-hundredth with 0.005 share units being rounded upward to 0.01 share units, where the percentage to be applied is equal to the overall Performance Factor as determined in accordance with Section 6.6(b). Only outstanding performance-adjusted share units in the Award will be performance eligible to be the basis of a Final Award determination pursuant to Section 8.

The performance-adjusted Incentive Performance Units for the Award are sometimes referred to as the "Calculated Maximum Payout Share Units" and the percentage applied to the share units in order to arrive at the Calculated Maximum Payout Share Units is sometimes referred to as the Calculated Maximum Payout Percentage for the Award.

Dividend Equivalents will be subject to the same overall Performance Factor and performance adjustment that is applied to the Incentive Performance Units to which they relate. Performance-adjusted Dividend Equivalents are sometimes referred to as "the Dividend Equivalents related to the Calculated Maximum Payout Share Units."

7.3 Death, Qualifying Anticipatory Termination, and Change of Control.

(a) Death. Where Grantee dies while an employee of the Corporation, or following a Qualifying Retirement or Qualifying Disability Termination, and the Award has not been forfeited pursuant to Section 5 and a Final Award determination is made by the Committee pursuant to Section 8.2 or a Final Award is determined pursuant to Section 8.3 due to the occurrence of a Change of Control, the maximum number of performance-adjusted share units eligible for a Final Award (the Calculated Maximum Payout Share Units) in these circumstances will be determined as follows at the time specified in Section 8.

The number of Incentive Performance Units eligible for award consideration or determination will be the prorated portion of the total outstanding share units equal to (a) the total outstanding share units at the time of award determination (b) multiplied by the number of calendar years beginning with 20 and ending with the year in which Grantee died (or with 20 if Grantee dies after December 31, 20), then (c) divided by 3 (the number of years in the standard three year performance period for the Award). In other words, the prorated share units available for Final Award consideration or determination will be either one third of the units (if Grantee dies in

20), two-thirds of the units (if Grantee dies in 20), or all of the units (if Grantee dies in or after 20). The remaining Incentive Performance Units, if any, will not be award eligible and will be cancelled.

Where a Final Award determination is made by the Committee pursuant to Section 8.2, the maximum number of performance-adjusted share units that may be awarded by the Committee will be calculated by applying an overall Performance Factor calculated as provided below to the prorated number of share units determined as provided in the preceding paragraph.

After presentation of information on performance results and calculations of the applicable component and overall annual performance factors by PNC to the Compensation Committee and certification of performance results, the overall Performance Factor to be applied to the prorated number of share units in these circumstances will be calculated as the average of the overall Annual Performance Factor or Factors calculated in accordance with Section 6 as if Grantee were a continuing employee for any calendar year completed prior to Grantee's death and for the year in which Grantee's death occurs (whether or not such calculations are completed prior to Grantee's death). No annual factor will be included for the calendar year or years, if any, following the year in which Grantee died.

Where a Change of Control occurs prior to the time the Committee makes a Final Award determination pursuant to Section 8.2, either to approve a Final Award to Grantee of the Calculated Maximum Payout Share Units as calculated above or of a lesser number of share units or of no units, a Change-of-Control-determined Final Award will be calculated as follows.

Where a Change of Control occurs prior to the time the Committee makes a Final Award determination, the number of performance-adjusted Incentive Performance Units eligible for Final Award in accordance with Section 8.3 will be either (1) the same maximum number of performance-adjusted share units as calculated above in this Section 7.3(a) if Grantee dies in the calendar year prior to the year in which the Change of Control occurs and (2) the number of performance-adjusted share units calculated for the first part only of a Final Award calculated in accordance with Section 7.3 (c) below as if Grantee were a continuing employee.

Dividend Equivalents will be prorated and performance-adjusted using the same proration and performance factors as were applied to the Incentive Performance Units to which they relate. Dividend Equivalents that relate to Incentive Performance Units, if any, that are cancelled will not be final award eligible and will also be cancelled.

(b) Qualifying Anticipatory Termination. Where Grantee is no longer an employee of the Corporation and Grantee's termination of employment was a Qualifying Anticipatory Termination and the Award has not been forfeited pursuant to Section 5 and a Final Award determination is made by the Committee pursuant to Section 8.2 or a Final Award is determined pursuant to Section 8.3 due to the occurrence of a Change of Control, the maximum number of performance-adjusted share units eligible for a Final Award (the Calculated Maximum Payout Share Units) in these circumstances will be determined as follows.

Where Grantee has not died prior to the Committee-determined Final Award Date or Change-of-Control-determined Final Award Date, the Calculated Maximum Payout Share Units will be determined in the same manner and at the same time as if Grantee had remained an employee of the Corporation pursuant to Section 6 or Section 7.3(c), as applicable, provided that if a Change of Control is pending but has not yet occurred at the Committee-determined Final Award Date, the Committee will have no discretion to reduce Grantee's Calculated Maximum Payout Share Units under these circumstances.

If Grantee dies following a Qualifying Anticipatory Termination but prior to the Committee-determined Final Award Date or Change-of-Control-determined Final Award Date, as the case may be, the Calculated Maximum Payout Share Units will be determined pursuant to Section 7.3(a) in the same manner and at the same time as if Grantee had died at the same time but while an employee of the Corporation, provided that if a Change of Control is pending but has not yet occurred at the Committee-determined Final Award Date, the Committee will have no discretion to reduce Grantee's Calculated Maximum Payout Share Units under these circumstances.

(c) Change of Control. Where a Change of Control occurs prior to the Committee-determined Final Award Date and Grantee remains eligible for a Final Award determined pursuant to Section 8.3 (that is, the Award has not been forfeited prior to the Change of Control date pursuant to Section 5 and, as of the day immediately prior to the Change of Control, Grantee is either still an employee of the Corporation or has had a Qualifying Retirement

or a Qualifying Disability Termination) and Grantee has not died, the share units will be divided into two parts, and a Performance Factor will be determined separately for each part at the time specified in Section 8.3. The performance-adjusted share units in each part will be determined by applying the performance factor for that part to the share units in the same part, and the total performance-adjusted Incentive Performance Units will be the sum of the performance-adjusted share units in these two parts.

The number of Incentive Performance Units in the first part will be equal to the total outstanding share units multiplied by the number of full calendar quarters completed between January 1, 20 and the Change of Control date (including, if applicable, the quarter completed on the Change of Control date if the Change of Control occurs on a quarter-end day), then divided by 12 (the number of quarters in the standard three year performance period for the Award). The remaining Incentive Performance Units will be in the second part.

The Performance Factor for the first part (the Pre-Change-of-Control Factor) will be calculated using the weighted average of the overall Annual Performance Factor or Factors for all calendar performance years completed prior to the Change of Control date and, provided that the Change of Control occurs on or after March 31st of such calendar year, the overall Annual Performance Factor for the calendar year in which the Change of Control occurs, each calculated as follows.

For purposes of calculating the Pre-Change-of-Control Factor, the overall Annual Performance Factor for any calendar year completed prior to the Change of Control will begin with an Annual Corporate Performance Factor of the higher of 100.00% and the overall Annual Corporate Performance Factor for that year calculated in accordance with Sections 6.2, 6.3 and 6.6 as if there had not been a Change of Control, and will then apply the Annual Tier 1 Risk-Based Performance Factor and the Annual Risk Review Performance Factor for the same performance year calculated in accordance with Sections 6.4 and 6.5 as if there had not been a Change of Control to arrive at the overall Annual Performance Factor for that calendar year.

The overall Annual Performance Factor for the calendar year in which the Change of Control occurs will begin with an Annual Corporate Performance Factor of the higher of 100.00% and a corporate factor calculated in the same manner as in Sections 6.2, 6.3 and 6.6 but using the full quarters of the year completed prior to or as of the Change of Control date as the performance year, whether that constitutes a full calendar year or a partial year, and will then apply an Annual Tier 1 Risk-Based Performance Factor calculated in the same manner as in Section 6.4 but based on PNC's Tier 1 risk-based capital ratio as of the last quarter-end prior to or on the Change of Control Date and an Annual Risk Review Performance Factor of the Factor applicable to the prior calendar year or if none 100.00%; provided, however, if the Change of Control occurs prior to the end of the first quarter, no Annual Performance Factor will be calculated for the calendar year in which the Change of Control occurs.

In generating the weighted average, the Annual Performance Factors in the numerator will be weighted based on the number of full quarters represented by that performance year (four quarters for a full calendar year and the number of full quarters completed by the Change of Control date for the year in which the Change of Control occurs), with the denominator being 12.

The resulting weighted average of the overall Annual Performance Factors for the pre-Change of Control period is the Pre-Change-of-Control Factor. This factor is then applied to the number of Incentive Performance Units in the first part to determine the performance-adjusted Incentive Performance Units in the first part.

The second part of performance-adjusted Incentive Performance Units is calculated by applying the Performance Factor for the second part (the Post-Change-of-Control Factor), to the number of Incentive Performance Units in the second part. The Post-Change-of-Control Factor will be the factor generated by beginning with a Corporate Performance Factor of 100.00% and then applying a Tier 1 Risk-Based Performance Factor calculated in the same manner as an Annual Tier 1 Risk-Based Performance Factor in accordance with Section 6 but based on PNC's Tier 1 risk-based capital ratio as of the last quarter-end prior to or on the Change of Control Date and applying a Risk Review Performance Factor of 100.00%. This factor is then applied to the number of Incentive Performance Units in the second part to determine the performance-adjusted Incentive Performance Units in the second part.

The Dividend Equivalents related to the performance-adjusted Incentive Performance Units in both the first and second parts will be performance-adjusted using the same performance factor as was applied to the Incentive Performance Units in the first part (the Pre-Change-of-Control Performance Factor).

7.4 Termination of Portions of Award Due to Performance Adjustments The Incentive Performance Units in the Award that do not become Calculated Maximum Payout Share Units will be cancelled; that is, only the number of share units that become Calculated Maximum Payout Share Units as a result of the applicable corporate and risk performance adjustments for the Award will be performance eligible to be the basis of a Final Award determination and become vested Payout Share Units in accordance with Section 8.

Dividend Equivalents that had accrued with respect to any Incentive Performance Units that do not become Calculated Maximum Payout Share Units will also be cancelled as Dividend Equivalents are subject to the same performance adjustments that are applied to the Incentive Performance Units to which they relate.

8. Final Award Determination and Vesting

8.1 General. A Final Award determination will be made by the Committee in accordance with Section 8.2; provided, however, that upon the occurrence of a Change of Control prior to the time the Committee has made a Final Award determination in accordance with Section 8.2, a Final Award determination will instead be made in accordance with Section 8.3, provided in either case that the Award has not been forfeited pursuant to Section 5 prior to the Final Award determination date.

Final Award determinations pursuant to Section 8.2 will be made by the Committee as soon as practicable after December 31, 20 (and in any event, such that any payout of a Final Award is made no later than December 31, 20); provided that in the event of Grantee's death prior to a Change of Control, a Final Award determination pursuant to Section 8.2 will be made as soon as practicable after the end of the calendar year in which Grantee died, if earlier, and in any event such that any payout of a Final Award is made no later than December 31st of the year in which such Final Award determination is made, 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. Final Award determinations pursuant to Section 8.3 will be made as soon as practicable after the Change of Control occurs.

A Final Award may not exceed the Calculated Maximum Payout Share Units and performance-adjusted Dividend Equivalents amount calculated in accordance with the applicable provisions of Sections 6 and 7; however, the Committee may exercise negative discretion to reduce the size of a Final Award determined pursuant to Section 8.2, except as otherwise provided in Section 7.3(b) in certain circumstances involving a Qualified Anticipatory Termination.

The Final Award, if any, will be fully vested as of the applicable vesting date, which will be (i) the Committee-determined Final Award Date if the Final Award is determined in accordance with Section 8.2, or (ii) the Change-of-Control-determined Final Award Date (which would be the day the Change of Control occurs), if the Final Award is determined in accordance with Section 8.3, as applicable.

Final Awards will be designated as a specified number of vested share units ("vested Payout Share Units") and the accrued Dividend Equivalents related to such share units (related Dividend Equivalents). Vested Payout Share Units and related Dividend Equivalents will be paid out at the time and in the form set forth in the applicable subsection of Section 9. Section 9.2 will apply where Final Award determination and vesting occurs in accordance with Section 8 prior to a Change of Control, and Section 9.3 will apply where Final Award determination and vesting occurs due to the occurrence of a Change of Control.

8.2 Certification of Performance Results and Committee Final Award Determination

(a) **General.** Provided that Grantee remains an employee of the Corporation, or Grantee's termination of employment was a Qualifying Retirement, a Qualifying Disability Termination or a Qualifying Anticipatory Termination, and the 20 -20 Incentive Performance Units and related Dividend Equivalents remain outstanding such that Grantee remains eligible for consideration for a Final Award, and that a Change of Control has not

occurred, the overall performance period for the Award will run from January 1, 20 through December 31, 20 and the process of certification of the levels of achievement of corporate and risk performance, the calculation of the overall Performance Factor, the calculation of the Calculated Maximum Payout Share Units and related Dividend Equivalents amount, and the determination of the Final Award, if any, by the Compensation Committee will occur in early 20 .

The time when the certification, calculation and Final Award determination process will take place is sometimes referred to as the “scheduled award-determination period,” and the date when a Final Award, if any, is determined and made by the Compensation Committee is sometimes referred to as the “Committee-determined Final Award Date.”

In the event that Grantee dies while an employee of the Corporation, or following a Qualifying Retirement, a Qualifying Disability Termination or a Qualifying Anticipatory Termination, and prior to the regularly scheduled award date in early 20 and the 20 -20 Incentive Performance Units and related Dividend Equivalents remain outstanding and have not been forfeited pursuant to Section 5, PNC will present information to the Compensation Committee for purposes of Final Award determination early in the year following the calendar year in which Grantee died if such time is earlier than in early 20 .

Notwithstanding anything in this Section 8.2 to the contrary, if a Change of Control has occurred, Section 8.3 will apply.

(b) The Compensation Committee will have the authority to award to Grantee (“award”) as a Final Award such amount, denominated as a specified number of vested share units and the accrued Dividend Equivalents related to such share units (vested Payout Share Units with related Dividend Equivalents), as may be determined by the Compensation Committee, subject to the limitations set forth in the following paragraph, provided, that, the 20 -20 Incentive Performance Units and related Dividend Equivalents are still outstanding, that Grantee is either still an employee of the Corporation, or Grantee’s termination of employment was a Qualifying Retirement, a Qualifying Disability Termination or a Qualifying Anticipatory Termination, or Grantee died while an employee of the Corporation or after a Qualifying Retirement, a Qualifying Disability Termination or a Qualifying Anticipatory Termination, and that the applicable Calculated Maximum Payout Share Units and related Dividend Equivalents amount is greater than zero.

The Final Award will not exceed the applicable Calculated Maximum Payout Share Units and related Dividend Equivalents amount, as determined in accordance with the applicable provisions of Sections 6 and 7, and is subject to the exercise of negative discretion by the Compensation Committee to reduce or further reduce this calculated payout amount pursuant to Section 8.2(c), if applicable.

However, if a Change of Control Coverage Period has commenced and has not yet ended or if a Change of Control has occurred, the Compensation Committee will not have authority to exercise negative discretion to reduce or further reduce the payout amount below the full applicable Calculated Maximum Payout Share Units and related Dividend Equivalents amount. If there has been a Change of Control, the Compensation Committee’s authority is subject to Section 8.3.

The date on which the Compensation Committee makes its determination as to whether or not it will authorize an award and, if so, the size of a Final Award, if any, it authorizes within the Calculated Maximum Payout Share Units and related Dividend Equivalents amount determined pursuant to the Agreement is sometimes referred to in the Agreement as the “Committee-determined Final Award Date” and is the vesting date for a Final Award awarded by the Committee pursuant to Section 8.2.

Payment of the Final Award, if any, will be made in accordance with Section 9. If Grantee dies after a Final Award is determined but before payment is made, payment of the Final Award will be made to Grantee’s legal representative, as determined in good faith by PNC, in accordance with Section 12.

(c) Negative Discretion. Except during a Change of Control Coverage Period or after the occurrence of a Change of Control, the Compensation Committee may exercise negative discretion with respect to the 20 -20 Incentive Performance Units and related Dividend Equivalents and may determine, in light of such

Corporation or individual performance or other factors as the Compensation Committee may deem appropriate, that notwithstanding the levels of corporate and risk performance achieved by PNC, the Compensation Committee will not award Grantee the full applicable Calculated Maximum Payout Share Units and related Dividend Equivalents amount that the Compensation Committee is authorized to award pursuant to Section 8.2(b), or any of such amount.

The Compensation Committee may use its negative discretion to reduce the size of the Final Award or to cancel the full applicable potential award amount. Among other things, the Compensation Committee may exercise its negative discretion such that a Final Award appropriately reflects considerations based on the totality of results over the full overall performance period, and may cancel the full applicable potential award amount if the Committee determines that the totality of performance results over the entire performance period adversely impacts the safety and soundness of PNC.

If the Compensation Committee so determines to exercise its negative discretion pursuant to this Section 8.2(c), the Final Award, if any, will be further reduced accordingly; ~~provided, however,~~ that the Compensation Committee will not have authority to exercise negative discretion if a Change of Control Coverage Period has commenced and has not yet ended or if a Change of Control has occurred.

(d) If a Change of Control occurs prior to the time the Compensation Committee makes a Final Award determination pursuant to Section 8.2, the Final Award will be determined in accordance with Section 8.3 rather than being determined by the Compensation Committee pursuant to Section 8.2, and the Compensation Committee will not have negative discretion to reduce the payout amount calculated pursuant to Section 8.3.

8.3 Change of Control Prior to a Committee-Determined Final Award Date

(a) Notwithstanding anything in the Agreement to the contrary, upon the occurrence of a Change of Control at any time prior to a Committee-determined Final Award Date pursuant to Section 8.2 and provided that the 20__-20__ Incentive Performance Units and related Dividend Equivalents are still outstanding as of the end of the day immediately preceding the day on which the Change of Control occurs and have not already terminated or been terminated in accordance with the service or conduct provisions of Section 5, Grantee will be deemed to have been awarded a Final Award (the vested Payout Share Units and related Dividend Equivalents) in the amount of the Calculated Maximum Payout Share Units and related Dividend Equivalents calculated in accordance with the provisions of Sections 6 and 7 applicable under these circumstances, payable to Grantee or Grantee's legal representative at the time and in the manner set forth in Section 9.

If this Section 8.3 is applicable and a Final Award is deemed to be awarded pursuant to Section 8.3, the day the Change of Control occurs will be considered the Final Award Date for purposes of the Agreement. This date is sometimes referred to in the Agreement as the "Change-of-Control-determined Final Award Date."

A Final Award pursuant to this Section 8.3 is fully vested as of the date of the Change of Control, and the amount of vested Payout Share Units and related Dividend Equivalents in the Final Award (the Calculated Maximum Payout Share Units and related Dividend Equivalents calculated in accordance with the provisions of Sections 6 and 7 applicable in these circumstances) will be calculated as of the date of the Change of Control once the final data necessary for the award determination is available.

(b) The Compensation Committee may not exercise any further negative discretion pursuant to Section 8.2(c) or otherwise exercise discretion pursuant to the Agreement in any way that would serve to reduce a Final Award calculated pursuant to and deemed to be made to Grantee in accordance with this Section 8.3.

8.4 Final Award Vested; Termination of Any Unawarded 20__-20__ Incentive Performance Units and Related Dividend Equivalents Once a Final Award determination has been made by the Compensation Committee pursuant to Section 8.2 or a Final Award is deemed to have been made by virtue of the application of Section 8.3, the outstanding share units and related Dividend Equivalents represented in the Final Award are vested as of the applicable Final Award Date (as defined in Section 15).

The share-denominated incentive award opportunity represented by the 20 -20 Incentive Performance Units and related Dividend Equivalents will terminate as to any portion of the Incentive Performance Units and related Dividend Equivalents not so awarded pursuant to Section 8.2 or Section 8.3, as applicable.

Termination of all or a portion of the 20 -20 Incentive Performance Units and related Dividend Equivalents as unawarded pursuant to this Section 8.4, or pursuant to the forfeiture provisions of Section 5, if applicable, will in no way affect Grantee's covenants or the other provisions of Sections 16 and 17.

9. Settlement of Vested Performance-Adjusted Share Units and Related Dividend Equivalents.

9.1 Settlement. A Final Award of vested Payout Share Units and related Dividend Equivalents awarded pursuant to Section 8 will be paid out at the time and in the form set forth in the applicable subsection of this Section 9. Section 9.2 will apply where Final Award determination and vesting occurs pursuant to Section 8.2, and Section 9.3 will apply where Final Award determination and vesting occurs pursuant to Section 8.3. In no event will payment be made prior to vesting or later than December 31, 20 .

A Final Award, if any, will be fully vested as of the applicable vesting date, which will be the Committee-determined Final Award Date or the Change-of-Control-determined Final Award Date, as applicable. Any shares of PNC common stock issued pursuant to this Section 9 will be fully vested at the time of issuance, and PNC will issue any such shares and deliver any cash payable pursuant to this Section 9 to, or at the proper direction of, Grantee or Grantee's legal representative, as determined in good faith by the Compensation Committee, at the applicable time specified in Section 9.2 or Section 9.3, as the case may be.

No fractional shares will be issued. If a Final Award is payable in shares and includes a fractional interest, such fractional interest will be liquidated on the basis of the then current Fair Market Value (as defined in Section 15) of PNC common stock as of the vesting date, or in any case as otherwise provided in Section 11 if applicable, and paid to Grantee or Grantee's legal representative in cash at the time the shares are issued pursuant to this Section 9.

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.

In the event that Grantee is deceased, payment will be delivered to the executor or administrator of Grantee's estate or to Grantee's other legal representative, as determined in good faith by the Compensation Committee.

9.2 Settlement Where Vesting Occurs Prior to Change of Control.

(a) **Payout Timing.** Payment will be made to Grantee in settlement of the vested Final Award awarded pursuant to Section 8.2 as soon as practicable after the vesting date (the Committee-determined Final Award Date) set forth in Section 8.2 for such Award, generally within 30 days but no later than December 31st of the calendar year in which the vesting date 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. No interest shall be paid with respect to any such payments.

(b) **Form of Payout.** Payment in settlement of such vested Payout Share Units will be made at the applicable time set forth in Section 9.2(a) above, and except as otherwise provided below in the event of Grantee's death or as otherwise provided in Section 11, will be made first by delivery to Grantee of that number of whole shares of PNC common stock equal to the number of vested Payout Share Units specified in the Final Award, up to and including the number of the whole share units specified on page 1 of the Agreement as the Share Units (as adjusted for capital adjustments, if any, pursuant to Section 11, if applicable). This is the maximum number of shares of PNC common stock that may be paid with respect to the Award. If the number of vested Payout Share Units exceeds this specified number, the remaining vested Payout Share Units will be settled in cash (sometimes referred to in the Agreement as payment in "Cash Share-Equivalents"). This cash payment amount will be equal to the number of such remaining vested Payout Share Units multiplied by the then current Fair Market Value (as defined in

Section 15) of a share of PNC common stock on the Committee-determined Final Award Date or as otherwise provided pursuant to Section 11, if applicable.

In the event that a Final Award determined by the Compensation Committee is a prorated award and is made to Grantee in the event of Grantee's death, then the form of payment of any such Final Award will be determined as follows, unless otherwise provided by the Compensation Committee or pursuant to Section 11 if applicable. The Final Award will be settled by delivery of whole shares of PNC common stock, up to and including a number of shares equal to the product of the proration factor used in calculating the Calculated Maximum Payout Share Units for such award and the number specified in the paragraph above as the maximum number of shares of PNC common stock that may be paid with respect to the Award, rounded down to the nearest whole number. Any remainder will be settled in cash as Cash Share-Equivalents.

No fractional shares will be delivered to Grantee. If the vested Payout Share Units to be settled in shares 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 (as defined in Section 15) of PNC common stock as of the vesting date or in any case as otherwise provided in Section 11 if applicable.

Dividend Equivalents related to the vested Payout Share Units awarded pursuant to the provisions of Section 8.2 will be settled by payment to Grantee in cash at the same time as the time set forth in Section 9.2(a) above for payment of the vested Payout Share Units to which they relate.

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.

(c) Disputes. If there is a dispute regarding payment of a Final Award amount, PNC will settle the undisputed portion of the award amount, if any, within the time frame set forth above in this Section 9.2, and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the U.S. Internal Revenue Code.

9.3 Settlement Where Vesting Occurs Due to the Occurrence of a Change of Control.

(a) Payout Timing. Payment will be made to Grantee in settlement of the vested Final Award awarded pursuant to Section 8.3 at the time set forth in subsection (1) below unless payment at such time would be a noncompliant payment under Section 409A of the U.S. Internal Revenue Code, and otherwise, at the time set forth in subsection (2) or (3) below, as applicable, in any case as further described below.

(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 (the vesting date), but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the 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 January 1, 20 , but in no event later than December 31, 20 .

(3) Where vesting occurs pursuant to Section 8.3 due to the occurrence of a Change of Control and payment is scheduled, pursuant to subsection (2) above, for as soon as practicable after January 1, 20 , but in no event later than December 31, 20 , but Grantee dies prior to January 1, 20 , payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later (but not beyond December 31, 20), the 15th day of the 3rd calendar month following the date of Grantee's death.

(b) Form of Payment.

- If, under the circumstances, the Change of Control is a permissible payment event under Section 409A of the U.S. Internal Revenue Code and payment in settlement of the Final Award is made at the time specified in Section 9.3(a)(1), then payment with respect to such Final Award will be in an amount equal to the Payout Share Units base amount plus the related Dividend Equivalents base amount as described below in subsection (2) (A) of this Section 9.3(b).

Payment of this amount will be made entirely in cash if so provided in the circumstances pursuant to Section 11.2(c), valued as provided in Section 11.2.

Otherwise, while payment of the related Dividend Equivalents base amount will still be paid in the form of cash, payment of the Payout Share Units base amount will be made in the form of whole shares of PNC common stock (valued at Fair Market Value or as otherwise provided in Section 11, as applicable, as of the date of the Change of Control) with cash for any fractional interest (valued on the same basis as the whole shares), up to and including the maximum number of shares of PNC common stock that may be paid with respect to the Award (that is, up to and including the number of the whole share units specified on page 1 of the Agreement as the Share Units, as adjusted for capital adjustments, if any, pursuant to Section 11, if applicable), and any remaining value will be paid in the form of cash; provided, that, if the award is made as a prorated award in the event of Grantee's death, the maximum number of such shares that may be delivered in payment of the Payout Share Units base amount portion of such award will be the number that is the product of the proration factor used in calculating the award and the maximum shares number specified above, and any remaining value will be paid in the form of cash.

(2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the U.S. Internal Revenue Code and payment with respect to the Final Award being settled will be made at the time specified in Section 9.3(a)(2) or (3), as the case may be, then such payment will be made entirely in cash and the payment amount with respect to such Final Award will be in an amount equal to (X) plus (Y), where (X) is the Payout Share Units base amount described below in subsection (A) of this Section 9.3(b)(2) plus the phantom investment amount for the Payout Share Units base amount described below in subsection (B) of this Section 9.3(b)(2) and (Y) is the related Dividend Equivalents base amount described below in subsection (A) of this Section 9.3(b)(2) plus the phantom investment amount for the related Dividend Equivalents base amount described below in subsection (B) of this Section 9.3(b)(2).

(A) Base Amounts. The Payout Share Units base amount will be an amount equal to the number of vested Payout Share Units specified in the Final Award determined in accordance with Section 8.3 being settled multiplied by the Fair Market Value (as defined in Section 15) of a share of PNC common stock on the date of the Change of Control or by the per share value provided pursuant to Section 11 as applicable.

The related Dividend Equivalents base amount will be an amount equivalent to the amount of the cash dividends Grantee would have received, without interest on or reinvestment of such amounts, had Grantee been the record holder of a number of issued and outstanding shares of PNC common stock equal to the number of vested Payout Share Units in the Final Award for the period beginning on the Award Grant Date and through the date of the Change of Control, subject to adjustment if any pursuant to Section 11.

(B) Phantom Investment Amounts. The phantom investment amount for the Payout Share Units base amount with respect to the Final Award being settled will be either (i) or (ii), whichever is larger: (i) interest on the Payout Share Units base amount described in Section 9.3(b)(2)(A) from the date of the Change of Control through the payment date at the short-term, mid-term or long-term Federal rate under U.S. Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually; or (ii) a phantom investment amount with respect to said base amount that reflects, if positive, the performance of the PNC stock or other consideration received by a PNC common shareholder in the Change of Control transaction, with any dividends reinvested in such stock, from the date of the Change of Control through the payment date.

The phantom investment amount for the related Dividend Equivalents base amount with respect to the Final Award being settled will be interest on the related Dividend Equivalents base amount described in Section 9.3(b)(2)(A) from the date of the Change of Control through the payment date at the short-term, mid-term or long-term Federal rate under U.S. Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually.

PNC may, at its option, provide other phantom investment alternatives in addition to those referenced in the preceding two paragraphs of this Section 9.3(b)(2)(B) and may permit Grantee to make a phantom investment election from among such alternatives under and in accordance with procedures established by PNC, but any such alternatives must provide for at least the two phantom investments set forth in Section 9.3(b)(2)(B)(i) and (ii) with respect to the Payout Share Units base amount at a minimum and for at least the one phantom investment set forth in this Section 9.3(b)(2)(B) for the related Dividend Equivalents base amount at a minimum.

The phantom investment amounts will be applicable only in the event that payment at the time of the Change of Control would not comply with Section 409A of the U.S. Internal Revenue Code and thus payment is made at the time specified in Section 9.3(a)(2) or (3) rather than at the time specified in Section 9.3(a)(1).

(c) Disputes. If there is a dispute regarding payment of a final award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth in the applicable subsection of Section 9.3(a), and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the U.S. Internal Revenue Code.

10. 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 a Final Award, if any, is awarded and shares of PNC stock, if any, are issued and delivered to Grantee in respect thereof pursuant to Section 9.

11. Capital Adjustments.

11.1 Except as otherwise provided in Section 11.2, if applicable, if corporate transactions such as stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC ("Corporate Transactions") occur prior to the time a Final Award, if any, is paid, the Compensation Committee or its delegate shall make those adjustments, if any, in the number, class or kind of Incentive Performance 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 9 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 Final Award amount authorized for payment to Grantee pursuant to Section 9 to be paid in cash at the applicable time specified in Section 9.

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.

11.2 Upon the occurrence of a Change of Control, (a) the number, class and kind of Incentive Performance 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, (b) the value per share unit to be used in calculating the base amount described in Section 9.3(b) of any award that is deemed to be awarded to Grantee in accordance with Section 8.3 will be measured by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction or Transactions if applicable, and (c) if the effect of the Corporate Transaction or Transactions on a PNC common shareholder is to convert that shareholder's holdings into consideration that does not consist solely (other than as to a minimal amount) of shares of PNC common stock, then the entire value of any payment to be made to Grantee pursuant to Section 8.3 and Section 9 will be made solely in cash at the applicable time specified by Section 9.

12. Prohibitions Against Sale, Assignment, etc.; Payment to Legal Representative

(a) Incentive Performance 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 Final Award authorized by the Agreement is to be paid in accordance with the terms of Section 9, 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.

13. Withholding Taxes; Payment Upon Inclusion Under Section 409A

Where all applicable withholding tax obligations have not previously been satisfied, PNC will, at the time any such 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 amounts then payable hereunder to Grantee.

Unless the Compensation Committee or other PNC Designated Person determines otherwise, to the extent that payment of the portion of an award payout to Grantee that is denominated in share units is then payable to Grantee in a combination of shares of PNC common stock and cash, the Corporation will withhold with respect to that portion of the award payout first from such cash portion, and if the amount so withheld is not sufficient or if there is no such cash portion, the Corporation will retain whole shares of PNC common stock from any such amounts then payable to Grantee hereunder in the form of shares; and with respect to the portion of an award payout to Grantee that is payable to Grantee solely in the form of cash, the Corporation will withhold cash from any such amounts payable to Grantee hereunder that are settled in cash.

If any such withholding is required prior to the time amounts are payable to Grantee hereunder or if such amounts are not sufficient to satisfy such obligation in full, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

For purposes of this Section 13, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value (as defined in Section 15) 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. The Corporation will not retain shares for this purpose. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection herewith, no additional withholding may be made.

It is the intention of the parties that the 20 -20 Incentive Performance Units and related Dividend Equivalents award and the Agreement comply with the provisions of Section 409A to the extent, if any, that such provisions are applicable to the Agreement. In the event that, notwithstanding such intention, the arrangement fails to meet the requirements of Section 409A and the regulations promulgated thereunder, then PNC may at that time permit the acceleration of the time for payment to Grantee under the Agreement notwithstanding any of the other provisions of the Agreement, but any such accelerated payment may not exceed the amount required to be included in Grantee's income as a result of the failure to comply with the requirements of Section 409A and the regulations promulgated thereunder. For purposes of this provision, an amount will be deemed to have been included in Grantee's income if the amount is timely reported on Form W-2 or Form 1099-MISC as appropriate.

14. Employment.

Neither the granting of the 20 -20 Incentive Performance Units and related Dividend Equivalents nor the calculation, determination and payment of any Final Award authorized hereunder nor any term or provision of the Award 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.

15. Certain Definitions.

Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

15.1 “Agreement” or “Award Agreement.”

“Agreement” or “Award Agreement” means the Corporate Executive Group 20__-20__ Incentive Performance Units Award Agreement between PNC and Grantee evidencing the Incentive Performance Units and related Dividend Equivalents award granted to Grantee pursuant to the Plan.

15.2 “Annual EPS Growth Performance Factor,” “Annual ROCE-Related Performance Factor,” “overall Annual Corporate Performance Factor,” “Annual Tier 1 Risk-Based Performance Factor,” “Annual Risk Review Performance Factor,” and “overall Annual Performance Factor” have the meanings set forth in Section 6.

15.3 “Anticipatory Termination.” If Grantee’s employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 15.3, 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 15.3, “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 15.3 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.

15.4 “Award” means the Incentive Performance Units and related Dividend Equivalents award granted to Grantee pursuant to the Plan and evidenced by the Agreement.

15.5 “Award Grant Date” means the Award Grant Date set forth on page 1 of the Agreement.

15.6 “Board” means the Board of Directors of PNC.

15.7 “Calculated Maximum Payout Share Units” has the meaning set forth in Section 7.2.

15.8 “Cause” and “termination for Cause.”

Except as otherwise required by Section 15.3 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.

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.

15.9 “CEO” means the chief executive officer of PNC.

15.10 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”); provided, however, that, for purposes of this Section 15.10(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an “Affiliated Company”), (4) any acquisition pursuant to an Excluded Combination (as defined in Section 15.10(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise

unoccupied); provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a "Business Combination"), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an "Excluded Combination"); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

15.11 "Change of Control Coverage Period" means a period commencing on the occurrence of a Change of Control Triggering Event and ending upon the earlier to occur of (a) the date of a Change of Control Failure and (b) the date of a Change of Control.

After the termination of any Change of Control Coverage Period, another Change of Control Coverage Period will commence upon the occurrence of another Change of Control Triggering Event.

For purposes of the Agreement, "Change of Control Triggering Event" shall mean the occurrence of either of the following: (i) the Board or PNC's shareholders approve a Business Combination, other than an Excluded Combination, described in subsection (c) of the definition of Change of Control contained in Section 15.10; or (ii) the commencement of a proxy contest in which any Person seeks to replace or remove a majority of the members of the Board.

For purposes of the Agreement, "Change of Control Failure" shall mean: (x) with respect to a Change of Control Triggering Event described in clause (i) of the definition above, PNC's shareholders vote against the transaction approved by the Board or the agreement to consummate the transaction is terminated; or (y) with respect to a Change of Control Triggering Event described in clause (ii) of the definition above, the proxy contest fails to replace or remove a majority of the members of the Board.

15.12 "Change-of-Control-determined Final Award Date" has the meaning set forth in Section 8.3.

15.13 "Committee-determined Final Award Date" has the meaning set forth in Section 8.2.

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

15.15 "Competitive Activity."

"Competitive Activity" while Grantee is an employee of the Corporation 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 or (2) engaged in business activities that Grantee knows PNC

or any subsidiary intends to enter within the next twelve (12) months, 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.

“Competitive Activity” on or after Grantee’s Termination Date 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 subsection (a), clause (ii) of the definition of Detrimental Conduct in Section 15.18, 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.

For purposes of Competitive Activity as defined in this Section 15.15, and for purposes of the definition of competitive activity in any other PNC restricted share unit or in any PNC restricted stock, stock option, or other equity-based award or awards held by Grantee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

15.16 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under U.S. generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the U.S. Internal Revenue Code.

15.17 “Corporation” means PNC and its Consolidated Subsidiaries.

15.18 “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 as defined in Section 15.15 in the continental United States at any time during the period of Grantee’s employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Incentive Performance Units that have not yet vested in accordance with Section 8 and of the Dividend Equivalents related to such Incentive Performance Units on the basis of such determination that Grantee has engaged in Detrimental Conduct.

15.19 “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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

15.20 “Dividend Equivalents” means the opportunity to receive dividend equivalents granted to Grantee pursuant to the Plan in connection with the Incentive Performance Units to which they relate and evidenced by the Agreement.

15.21 “Earnings, EPS and ROCE Adjustments.” For purposes of measuring EPS growth performance for PNC and the other Peers for purposes of the First Corporate Performance Condition, measuring PNC’s ROCE (return on average common shareholders’ equity) for purposes of the Second Corporate Performance Condition, and measuring PNC’s ROEC (return on economic capital) for purposes of the Second Risk Performance Condition, publicly-reported earnings or EPS performance results, as applicable, will be adjusted, on an after-tax basis, for the impact of any of the following where such impact occurs during the covered period of a given Performance Year in the applicable overall performance period or, where applicable for purposes of the EPS growth metric, during the prior year comparison period for a given year:

- extraordinary items (as such term is used under GAAP);
- items resulting from a change in tax law;
- discontinued operations;
- acquisition costs and merger integration costs;
- any costs or expense arising from specified Visa litigation (including Visa-litigation-related expenses/charges recorded for obligations to Visa with respect to the costs of specified litigation or the gains/reversal of expense recognized in connection with such obligations) and any other gains recognized on the redemption or sale of Visa shares as applicable;
- acceleration of the accretion of any remaining issuance discount in connection with the redemption of any preferred stock, and any other charges or benefits related to the redemption of trust preferred or other preferred securities;
- and, in PNC’s case, the net impact on PNC of significant gains or losses related to BlackRock transactions (similar to the adjustment provided for in the 2010 Incentive Performance Units awards to members of PNC’s Corporate Executive Group that included adjusting 2009 comparison period results to exclude the 4th quarter 2009 gain related to BlackRock’s acquisition of Barclays Global Investors, for purposes of the 2010 covered performance period EPS growth comparison).

In the case of the relative EPS growth metric, there will be an additional adjustment for the impact of any stock splits (whether in the form of a stock split or a stock dividend). In the case of the ROCE performance metric, there will be an additional adjustment for the impact of any goodwill.

All of these adjustments will be made, with respect to both PNC and, where applicable, the other Peers, on the basis of, and only where such amounts can be reasonably determined from, publicly-disclosed financial information. After-tax adjustments for PNC and, where applicable, the other Peers will be calculated using the same methodology for making such adjustments on an after-tax basis.

The Compensation Committee may also take into account other adjustments applied on a consistent basis but only if the effect of such adjustment or adjustments would be to reduce the Calculated Maximum Payout Share Units amounts prior to making its Final Award payout determinations.

15.22 “EPS” and “EPS growth” have the meanings set forth in Section 6.2(b).

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

15.24 “Final Award” means the final award, if any, (1) awarded to Grantee by the Compensation Committee in accordance with Section 8.2, or (2) deemed to be awarded to Grantee pursuant to Section 8.3, and in either case authorized to be paid out to Grantee in accordance with Section 9.

15.25 “Final Award Date” means: (1) the date on which the Compensation Committee makes its determination as to whether or not it will authorize payout of a final award, and if so, as to the size of the Final Award, if any, it authorizes pursuant to Section 8.2 (sometimes referred to as the “Committee-determined Final Award Date”); or (2) if a Change of Control has occurred and Grantee is deemed to have been awarded a Final Award pursuant to Section 8.3, the Final Award Date will be the date the Change of Control occurs (sometimes referred to as the “Change-of-Control-determined Award Date”).

15.26 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

15.27 “Grantee” means the person to whom the Incentive Performance Units with related Dividend Equivalents award is granted, and is identified as Grantee on page 1 of the Agreement.

15.28 “Incentive Performance Units” or “20 -20 Incentive Performance Units” means the share-denominated incentive award opportunity performance units of the number of share units specified as the Share Units on page 1 of the Agreement, subject to capital adjustments pursuant to Section 11 if any, granted to Grantee pursuant to the Plan and evidenced by the Agreement.

15.29 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

15.30 “Payout Share Units.”

“Calculated Maximum Payout Share Units” has the meaning specified in Section 7.2, and “vested Payout Share Units” has the meaning specified in Section 8.1.

15.31 “Peer Group” and “Peer.”

“Peer Group “ means the group of financial institutions, including PNC, designated by the Compensation Committee as PNC’s Peer Group as applicable in accordance with Section 6.2(b).

A member of the Peer Group, including PNC, is sometimes referred to as a “Peer.”

15.32 “Performance Factor” has the meaning set forth in Section 6.6 and Section 7.3, if applicable.

15.33 “Performance Year” has the meaning set forth in Section 6.1.

15.34 “Person” has the meaning specified in the definition of Change of Control in Section 15.10(a).

15.35 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

15.36 “PNC” means The PNC Financial Services Group, Inc.

15.37 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when he or she ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

15.38 “Qualifying Retirement,” “Qualifying Disability Termination” and “Qualifying Anticipatory Termination” have the meanings specified in Section 5.3(iii), Section 5.3(iv), and Section 5.3(v), respectively.

15.39 “Retires” or “Retirement.” Grantee “Retires” if Grantee’s 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 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.”

15.40 “ROCE” and “ROCE hurdle.” “ROCE” (return on average common shareholders’ equity) and “ROCE hurdle” have the meanings set forth in Section 6.3(b).

15.41 “ROEC” and “ROEC hurdle.” For purposes of the Risk Performance Review Criteria specified in Section 6.5(c), PNC’s “ROEC” (return on economic capital) for a given performance year will be calculated as earnings for the applicable performance year, divided by average economic capital for the same calendar year, calculated to one place to the right of the decimal, rounded to the nearest tenth with 0.05 being rounded upward to 0.1, and “ROEC hurdle” has the meaning set forth in Section 6.5(c).

Earnings. Earnings will mean PNC’s publicly-reported earnings for the applicable calendar year adjusted, on an after-tax basis, for the impact, as applicable to earnings, of the items set forth in the definition “Earnings, EPS and ROCE Adjustments” as specified in Section 15.21.

Economic Capital. Economic capital will mean total economic capital for PNC on a consolidated basis as that term is used by PNC for its internal measurement purposes. Average economic capital for the applicable calendar year will mean the average of the economic capital values at the following points: beginning of period, end of period, and at each intermediate quarter-end in the period. For example, for the calendar year 20 period, this would be the average of the economic capital values at the following dates: December 31, 20 (for the beginning of period value), December 31, 20 (for the end of period value), and March 31, 20 , June 30, 20 and September 30, 20 (for the intermediate points).

15.42 “SEC” means the United States Securities and Exchange Commission.

15.43 “Section 409A” means Section 409A of the United States Internal Revenue Code.

15.44 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

15.45 “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.

16. Grantee Covenants.

16.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 16 and 17 by virtue of receiving the 20 -20 Incentive Performance Units and Dividend Equivalents Award (regardless of whether a Final Award is ultimately determined and paid or the size of such Final Award, if any); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

16.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 16.2 while employed by the Corporation and for a period of one year after Grantee's Termination Date regardless of the reason for such termination of employment.

(a) Non-Solicitation. Grantee shall not, directly or indirectly, either for Grantee's own benefit or purpose or for the benefit or purpose of any Person other than PNC or any of its subsidiaries, solicit, call on, do business with, or actively interfere with PNC's or any subsidiary's relationship with, or attempt to divert or entice away, any Person that Grantee should reasonably know (i) is a customer of PNC or any subsidiary for which PNC or any subsidiary provides any services as of 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 16.2 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.

16.3 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.

16.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 16.4 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

17. Enforcement Provisions.

Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

17.2 Equitable Remedies. A breach of the provisions of any of Sections 16.2, 16.3 or 16.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

17.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 16.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

17.4 No Waiver. Failure of PNC to demand strict compliance with any of the terms, covenants or conditions of the Agreement 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.

17.5 Severability. The restrictions and obligations imposed by Sections 16.2, 16.3, 16.4, 17.1 and 17.7 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations shall remain valid and binding upon Grantee.

17.6 Reform. In the event any of Sections 16.2, 16.3 and 16.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

17.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 16.2, 16.3 and 16.4.

17.8 Compliance with 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.

17.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law,

including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent applicable to Grantee, the 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, adjustment 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.

17.10 Subject to the Plan and Interpretations. 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.

17.11 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.

17.12 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.

18. 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:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

20 -20 A&L-RELATED CASH-PAYABLE

INCENTIVE PERFORMANCE UNITS

AWARD AGREEMENT

* * *

GRANTEE: [Name]

AWARD GRANT DATE: , 20

SHARE UNITS: [number of share units]

1. Definitions.

Certain terms used in this 20__ -20__ A&L-Related Cash-Payable Incentive Performance Units Award Agreement (the "Agreement" or "Award Agreement") are defined in Section 15 or elsewhere in the Agreement, and such definitions will apply except where the context otherwise indicates.

In the Agreement, "PNC" means The PNC Financial Services Group, Inc., "Corporation" means PNC and its Consolidated Subsidiaries, and "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

2. 20 -20 A&L-Related Incentive Performance Units 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 cash-payable incentive award opportunity of performance units (the "Incentive Performance Units" or "20 -20 Incentive Performance Units") of the number of share units set forth above (the "Award"). The Award is subject to acceptance by Grantee in accordance with Section 18 and is subject to the terms and conditions of the Award Agreement, including service and conduct conditions, corporate performance conditions and related adjustments, forfeiture provisions and Committee determinations, and to the Plan.

3. Terms of Award.

This Award is subject to service and conduct-related conditions, corporate performance conditions and related adjustments, forfeiture provisions, and other conditions and provisions, all as set forth in the Award Agreement.

Incentive Performance Units are not transferable. The Incentive Performance Units are subject to forfeiture until Final Award determination and vesting pursuant to Section 8 and are subject to upward or downward corporate performance adjustments from the initial number of share units, all in accordance with the terms of the Award Agreement.

Incentive Performance Units that are not forfeited pursuant to the service or conduct-related provisions in accordance with the terms of Section 5 will be performance-adjusted in accordance with the corporate performance adjustment provisions of Sections 6 and 7 on the basis of annual A&L-related corporate performance factors that are used to generate an overall Performance Factor. The Performance Factor is then used to determine the calculated

maximum performance-adjusted share units amount that is eligible for a Final Award determination in accordance with Section 8.

Generally, a Final Award determination will be made by the Compensation Committee (as defined in Section 15) at the end of an overall performance period of three years. In the event of Grantee's earlier death, Grantee may be eligible for a prorated award based on performance over a shorter period and a Final Award determination may in such circumstances be made at an earlier time. The Compensation Committee may determine to reduce the calculated maximum performance-adjusted amount in its discretion when it makes a Final Award determination, but it may not increase the calculated maximum amount. A Final Award determination will be made formulaically in the event of a Change of Control.

Any Final Award (as defined in Section 15) determined in accordance with Section 8 will be fully vested and will be settled and paid out in cash pursuant to and in accordance with the terms of Section 9, generally in an amount equal to the number of vested payout share units specified in the Final Award multiplied by the per share price of PNC common stock on the Final Award determination date. No shares of PNC common stock will be issued pursuant to the Agreement.

Incentive Performance Units that are forfeited by Grantee pursuant to and in accordance with the service or conduct provisions of Section 5, or that are not represented in a Final Award awarded and vested pursuant to Section 8, will be cancelled without payment of any consideration by PNC.

4. No Dividend Equivalents

This Incentive Performance Units Award doesnot include any related dividend equivalents.

5. Forfeiture Provisions: Termination Upon Failure to Meet Applicable Service Requirements or Conduct Conditions

5.1 Termination of Award Upon Forfeiture of Share Units The Award is subject to the forfeiture provisions set forth in this Section 5. The Award will terminate with respect to all or a specified portion, as applicable, of the Incentive Performance Units evidenced by the Agreement upon the forfeiture and cancellation of such Incentive Performance Units pursuant to the terms and conditions of this Section 5, and neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in such Incentive Performance Units.

5.2 Forfeiture of Award Upon Failure to Meet Service Requirements If, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements set forth in this Section 5 with respect to the Award, then all then outstanding Incentive Performance 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 15).

5.3 Service Requirements. Grantee will meet the service requirements of the Award if Grantee meets the conditions of any of the subclauses below. If more than one of the following subclauses is applicable, Grantee will have met the service requirements for the Award upon the first to occur of such conditions.

- (i) Grantee continues to be an employee of the Corporation through and including the Committee-determined Final Award Date.
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be an employee of the Corporation until Grantee's Termination Date where Grantee's employment was not terminated by the Corporation for Cause (as defined in Section 15) and where Grantee's termination of employment as of such date qualifies as a Retirement (as defined in Section 15) (a "Qualifying Retirement").

- (iv) Grantee continues to be an employee of the Corporation until Grantee's Termination Date where Grantee's employment was not terminated by the Corporation for Cause and where Grantee's employment was terminated as of such date by the Corporation by reason of Grantee's Disability (as defined in Section 15) (a "Qualifying Disability Termination").
- (v) Grantee continues to be an employee of the Corporation until Grantee's Termination Date where Grantee's employment was terminated as of such date by the Corporation and such termination is an Anticipatory Termination (as defined in Section 15) (a "Qualifying Anticipatory Termination").
- (vi) Grantee continues to be employed by the Corporation through the day immediately prior to the date a Change of Control (as defined in Section 15) occurs.

5.4 Forfeiture of Award Upon Termination for Cause or Pursuant to Detrimental Conduct Provisions

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the Committee-determined Final Award Date and prior to the occurrence of a Change of Control, if any, then all then outstanding Incentive Performance Units will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date.

(b) Detrimental Conduct. At any time prior to the date that a Final Award, if any, is either determined by the Committee and vests (the Committee-determined Final Award Date) or is awarded by reason of the occurrence of a Change of Control and vests as of the Change of Control date, as the case may be, or the date that such Incentive Performance Units expire unvested or are cancelled pursuant to other provisions of the Award Agreement, the Incentive Performance Units, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to the extent that PNC determines in its sole discretion to so cancel all or a specified portion of the Incentive Performance Units on the basis of its determination that Grantee has engaged in Detrimental Conduct as set forth in Section 15.20, whether such determination is made during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) Detrimental Conduct will not apply to conduct by or activities of successors to the Incentive Performance Units by will or the laws of descent and distribution in the event of Grantee's death; (ii) no determination that Grantee has engaged in Detrimental Conduct may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control; and (iii) no determination that Grantee has engaged in Detrimental Conduct may be made after the occurrence of a Change of Control.

6. Performance Conditions and Related Annual Performance Factors

6.1 General. Incentive Performance Units are subject to corporate performance conditions and adjustments, all as set forth in the Award Agreement unless and until amended prospectively by the Compensation Committee.

In the standard circumstances, corporate performance is measured over three performance years (calendar years 20 , 20 and 20) as provided in this Section 6; however, in certain circumstances, generally involving Grantee's death or a Change of Control, there may be fewer than three performance years and/or measurements for a performance year may involve less than a full four quarters, as the case may be, as provided in Section 7.

Performance measurements and the generation of Annual Performance Factors based on the corporate performance condition for each applicable annual measurement period ("Performance Year"), the generation of an overall Performance Factor for the Award, and the performance-adjustment of the Incentive Performance Units in varying circumstances are set forth in Sections 6 and 7.

All determinations made by the Compensation Committee or otherwise by PNC hereunder shall be made in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

6.2 A&L Unit-Related Corporate Performance Condition and Related Annual Performance Factor

(a) General. For the corporate performance condition for this Award, corporate performance will be measured under the A&L Unit-Related Corporate Performance Metric, as specified in this Section 6.2 below, for each Performance Year in the Award and will generate an Annual Performance Factor that relates to each such Performance Year. The Annual Performance Factor for a given Performance Year can range from a low of 0.00% to a maximum of 200.00% based on the A&L Unit-Related Corporate Performance Metric, as described in this Section 6.2.

In the standard circumstances where Grantee continues to be an employee of the Corporation (or where Grantee's employment with the Corporation ceases by reason of a Qualifying Retirement or a Qualifying Disability Termination) and there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, the applicable performance measurement period for a Performance Year for purposes of this A&L Unit-Related Corporate Performance Metric will cover the full four quarters of the applicable Performance Year (January 1 through December 31) and the Annual Performance Factor for the given Performance Year will be calculated in accordance with this Section 6.2.

PNC will present information to the Compensation Committee with respect to the level of performance achieved with respect to the A&L Unit-Related Corporate Performance Metric for a given Performance Year as soon as practicable following the end of that performance period. The process of certification of the level of PNC's performance with respect to a given Performance Year will generally occur in late January or early February after the applicable year-end date.

For circumstances where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee has a Qualifying Anticipatory Termination, the Annual Performance Factor with respect to an applicable Performance Year will be determined as set forth in Section 7 and this may in some circumstances include a performance period for a given Performance Year that covers fewer than four quarters.

(b) A&L Unit-Related Corporate Performance Metric. The Compensation Committee has determined that the corporate performance metric for this Award will be the levels of financial return from investing activities achieved by PNC's Asset & Liability Unit ("A&L Unit") relative to the applicable Benchmark Performance Index (as specified below), all measured as set forth herein unless and until amended prospectively by the Compensation Committee.

Benchmark Performance Index. The Compensation Committee has determined that the applicable Benchmark Performance Index with respect to a given Performance Year in the overall performance period for the Award, whether the given covered Performance Year consists of a full calendar year or a shorter partial-year period as required by the Agreement, will be the benchmark performance index that PNC uses internally to evaluate the measured A&L Unit performance as in effect as of March 30 of that given year (or as of the last business day that occurs prior to March 30 if March 30 does not fall on a business day), so that, to the extent applicable:

- (1) performance for the covered Performance Year consisting of calendar year 20 (or shorter partial-year period of that calendar year if so specified by the Agreement) will be compared to PNC's internal performance benchmark index for the A&L Unit in effect on March 29, 20 ;
- (2) performance for the covered Performance Year consisting of calendar year 20 (or shorter partial-year period of that calendar year if so specified by the Agreement) will be compared to PNC's internal performance benchmark index for the A&L Unit in effect on March 28, 20 ; and
- (3) performance for the covered Performance Year consisting of calendar year 20 (or shorter partial-year period of that calendar year if so specified by the Agreement) will be compared to PNC's internal performance benchmark index for the A&L Unit in effect on March 30, 20 .

Measured A&L Unit Performance. The A&L Unit performance as measured for a given Performance Year with respect to the A&L Unit-Related Corporate Performance Metric will be expressed as the number of basis points by which the level of financial return from investing activities achieved by the A&L Unit for the applicable covered

Performance Year period exceeds or falls short of the Benchmark Performance Index applicable to that covered period, with zero basis points indicating performance at the benchmark index level.

(c) Annual Performance Factor. The Compensation Committee also establishes the applicable A&L Unit-Related Corporate Performance Schedule for these Incentive Performance Units. Unless and until amended prospectively by the Compensation Committee, the following A&L Unit-Related Corporate Performance Metric Schedule will be applied in order to generate an Annual Performance Factor for each applicable Performance Year in the applicable overall performance period.

For each applicable covered Performance Year, PNC will determine the measured A&L Unit performance for the covered period with respect to that year based on the level of financial return from investing activities achieved by the A&L Unit for that covered period and the comparison in basis points of such performance to the applicable Benchmark Performance Index, all as set forth in Section 6.2(a) and (b) above.

Once this measured A&L Unit performance for a given Performance Year has been calculated and expressed in basis points, the table that follows and interpolation will be used to generate an Annual Performance Factor for the full or partial year period, as the case may be, in the given Performance Year based on such covered period performance. The Annual Performance Factor for the given Performance Year will be the applicable payout percentage in the table, using interpolation for performance between the points indicated on that table, and rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%. In no event will the Annual Performance Factor be greater than 200.00% or less than 0.00%.

The table used for the A&L Unit-Related Corporate Performance Metric Schedule, as established by the Compensation Committee at the time it authorized these Incentive Performance Units, is as follows.

A&L Unit-Related

Corporate Performance Measure

Covered Performance Year Measured A&L Unit Performance Relative to Benchmark Performance Index for the Same Period (in basis points)		Annual Performance Factor (Payout Percentage) *
Maximum	+40 basis points or higher	200.00%
	+20 basis points	150.00%
	0 basis points (at benchmark) to	
	-25 basis points	100.00%
	-35 basis points	40.00%
Minimum	-40 basis points or below	0.00%

* Consistent with the design of this compensation program, this schedule interpolates results for performance between the points indicated on this table. Where interpolation is impracticable or would not produce a meaningful result, the unadjusted percentage will be used.

Compensation Committee Negative Discretion. Once the Annual Performance Factor for A&L Unit performance relative to the applicable Benchmark Performance Index for the full year or partial-year covered period of a given Performance Year has been determined using the table above and interpolation, the Compensation Committee may decide, in its discretion, to reduce that percentage (as long as such decision is not made during a

Change of Control Coverage Period, as defined in Section 15, or after the occurrence of a Change of Control) but may not increase it.

6.3 Overall Performance Factor in Standard Circumstances

(a) General. In standard circumstances where Grantee continues to be an employee of the Corporation (or where Grantee's employment with the Corporation ceased by reason of a Qualifying Retirement or a Qualifying Disability Termination) and there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, the overall Performance Factor for the Award will be calculated as set forth in this Section 6.3.

For circumstances where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee has a Qualifying Anticipatory Termination, the Annual Performance Factors and the final overall Performance Factor with respect to the Award will be determined as set forth in Section 7.

(b) Overall Performance Factor. After presentation of information on performance results and calculations of the Annual Performance Factors by PNC to the Compensation Committee and certification of performance results, the overall Performance Factor for the Award will be determined.

In standard circumstances, the overall Performance Factor will be generated by taking the average of the Annual Performance Factors for the three Performance Years (20 , 20 and 20) for the Award.

Calculation of the overall Performance Factor for non-standard circumstances, where there is a Change of Control or Grantee dies, in either case while Grantee is still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee has a Qualifying Anticipatory Termination, is set forth in Section 7.

The overall Performance Factor may in no event be greater than 200.00% or less than 0.00%.

7. Performance-Related Adjustments to Incentive Performance Units

7.1 Performance Adjustment of Outstanding Share Units. Once the overall Performance Factor for the Incentive Performance Units has been determined in accordance with Section 6 and Section 7.3, if applicable, and provided that the Award has not been cancelled pursuant to any of the forfeiture provisions of Section 5, the number of share units in the Award will be performance adjusted as applicable in accordance with this Section 7. The performance-adjusted Incentive Performance Units represent the maximum size of any Final Award that may be determined and vest pursuant to Section 8 where the Award has not been forfeited pursuant to Section 5.

Outstanding Incentive Performance Units will be performance-adjusted in accordance with Section 7.2 where Grantee is still an employee of the Corporation or ceased to be an employee by reason of a Qualifying Retirement or Qualifying Disability and where there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, all as of the Final Award Determination Date set forth in Section 8.

Where Grantee has died (whether while an employee or after a Qualifying Retirement or Qualifying Disability) or ceased to be an employee by reason of a Qualifying Anticipatory Termination or where there has been a Change of Control, determination of the overall Performance Factor(s) and performance-adjustment of the Incentive Performance Units will be made in accordance with Section 7.3 at the time specified in Section 8.

7.2 Standard Circumstances. Where, as of the Final Award Determination Date, Grantee is still an employee of the Corporation or ceased to be an employee by reason of a Qualifying Retirement or Qualifying Disability and there has not been a Change of Control and Grantee has not died or had a Qualifying Anticipatory Termination, the performance-adjusted number of share units in the Award will be equal to a percentage of the initial share units in the Award, rounded to the nearest one-hundredth with 0.005 share units being rounded upward to 0.01 share units, where the percentage to be applied is equal to the overall Performance Factor as determined in

accordance with Section 6.3(b). Only outstanding performance-adjusted share units in the Award will be performance eligible to be the basis of a Final Award determination pursuant to Section 8.

The performance-adjusted Incentive Performance Units for the Award are sometimes referred to as the "Calculated Maximum Payout Share Units" and the percentage applied to the share units in order to arrive at the Calculated Maximum Payout Share Units is sometimes referred to as the "Calculated Maximum Payout Percentage" for the Award.

7.3 Death, Qualifying Anticipatory Termination, and Change of Control

(a) Death. Where Grantee dies while an employee of the Corporation, or following a Qualifying Retirement or Qualifying Disability Termination, and the Award has not been forfeited pursuant to Section 5 and a Final Award determination is made by the Committee pursuant to Section 8.2 or a Final Award is determined pursuant to Section 8.3 due to the occurrence of a Change of Control, the maximum number of performance-adjusted share units eligible for a Final Award (the Calculated Maximum Payout Share Units) in these circumstances will be determined as follows at the time specified in Section 8.

The number of Incentive Performance Units eligible for award consideration or determination will be the prorated portion of the total outstanding share units equal to (a) the total outstanding share units at the time of award determination (b) multiplied by the number of calendar years beginning with 20 and ending with the year in which Grantee died (or with 20 if Grantee dies after December 31, 20), then (c) divided by 3 (the number of years in the standard three year performance period for the Award). In other words, the prorated share units available for Final Award consideration or determination will be either one third of the units (if Grantee dies in 20), two-thirds of the units (if Grantee dies in 20), or all of the units (if Grantee dies in or after 20). The remaining Incentive Performance Units, if any, will not be award eligible and will be cancelled.

Where a Final Award determination is made by the Committee pursuant to Section 8.2, the maximum number of performance-adjusted share units that may be awarded by the Committee will be calculated by applying an overall Performance Factor calculated as provided below to the prorated number of share units determined as provided in the preceding paragraph.

After presentation of information on performance results and calculations of the applicable Annual Performance Factors by PNC to the Compensation Committee and certification of performance results, the overall Performance Factor to be applied to the prorated number of share units in these circumstances will be calculated as the average of the Annual Performance Factor or Factors calculated in accordance with Section 6 as if Grantee were a continuing employee for any calendar year completed prior to Grantee's death and for the year in which Grantee's death occurs (whether or not such calculations are completed prior to Grantee's death). No annual factor will be included for the calendar year or years, if any, following the year in which Grantee died.

Where a Change of Control occurs prior to the time the Committee makes a Final Award determination pursuant to Section 8.2, either to approve a Final Award to Grantee of the Calculated Maximum Payout Share Units as calculated above or a lesser number of share units, or no units, a Change-of-Control-determined Final Award will be calculated as follows.

Where a Change of Control occurs prior to the time the Committee makes a Final Award determination, the number of performance-adjusted Incentive Performance Units eligible for Final Award in accordance with Section 8.3 will be either (1) the same maximum number of performance-adjusted share units as calculated above in this Section 7.3(a) if Grantee dies in the calendar year prior to the year in which the Change of Control occurs and (2) the number of performance-adjusted share units calculated for the first part only of a Final Award calculated in accordance with Section 7.3 (c) below as if Grantee were a continuing employee.

(b) Qualifying Anticipatory Termination. Where Grantee is no longer an employee of the Corporation and Grantee's termination of employment was a Qualifying Anticipatory Termination and the Award has not been forfeited pursuant to Section 5 and a Final Award determination is made by the Committee pursuant to Section 8.2 or a Final Award is determined pursuant to Section 8.3 due to the occurrence of a Change of Control, the maximum number of performance-adjusted share units eligible for a Final Award (the Calculated Maximum Payout Share Units) in these circumstances will be determined as follows.

Where Grantee has not died prior to the Committee-determined Final Award Date or Change-of-Control-determined Final Award Date, the Calculated Maximum Payout Share Units will be determined in the same manner and at the same time as if Grantee had remained an employee of the Corporation pursuant to Section 6 or Section 7.3(c), as applicable, provided that if a Change of Control is pending but has not yet occurred at the Committee-determined Final Award Date, the Committee will have no discretion to reduce Grantee's Calculated Maximum Payout Share Units under these circumstances.

If Grantee dies following a Qualifying Anticipatory Termination but prior to the Committee-determined Final Award Date or Change-of-Control-determined Final Award Date, as the case may be, the Calculated Maximum Payout Share Units will be determined pursuant to Section 7.3(a) in the same manner and at the same time as if Grantee had died at the same time but while an employee of the Corporation, provided that if a Change of Control is pending but has not yet occurred at the Committee-determined Final Award Date, the Committee will have no discretion to reduce Grantee's Calculated Maximum Payout Share Units under these circumstances.

(c) Change of Control. Where a Change of Control occurs prior to the Committee-determined Final Award Date and Grantee remains eligible for a Final Award determined pursuant to Section 8.3 (that is, the Award has not been forfeited prior to the Change of Control date pursuant to Section 5 and, as of the day immediately prior to the Change of Control, Grantee is either still an employee of the Corporation or has had a Qualifying Retirement or a Qualifying Disability Termination) and Grantee has not died, the share units will be divided into two parts, and a Performance Factor will be determined separately for each part at the time specified in Section 8.3. The performance-adjusted share units in each part will be determined by applying the performance factor for that part to the share units in the same part, and the total performance-adjusted Incentive Performance Units will be the sum of the performance-adjusted share units in these two parts.

The number of Incentive Performance Units in the first part will be equal to the total outstanding share units multiplied by the number of full calendar quarters completed between January 1, 20 and the Change of Control date (including, if applicable, the quarter completed on the Change of Control date if the Change of Control occurs on a quarter-end day), then divided by 12 (the number of quarters in the standard three year performance period for the Award). The remaining Incentive Performance Units will be in the second part.

The Performance Factor for the first part (the Pre-Change-of-Control Factor) will be calculated using the weighted average of the Annual Performance Factor or Factors for all calendar performance years completed prior to the Change of Control date and, provided that the Change of Control occurs on or after March 31st of such calendar year, the Annual Performance Factor for the calendar year in which the Change of Control occurs, each calculated as follows.

For purposes of calculating the Pre-Change-of-Control Factor, the Annual Performance Factor for any calendar year completed prior to the Change of Control will be the higher of 100.00% and the Annual Performance Factor for that year calculated in accordance with Section 6.2 as if there had not been a Change of Control.

The Annual Performance Factor for the calendar year in which the Change of Control occurs will be the higher of 100.00% and an Annual Performance Factor calculated in the same manner as in Section 6.2 but using the full quarters of the year completed prior to or as of the Change of Control date as the performance year, whether that constitutes a full calendar year or a partial year. If, however, the Change of Control occurs prior to the end of the first quarter of such year, no Annual Performance Factor will be calculated for that calendar year.

In generating the weighted average, the Annual Performance Factors in the numerator will be weighted based on the number of full quarters represented by that performance year (four quarters for a full calendar year and the number of full quarters completed by the Change of Control date for the year in which the Change of Control occurs), with the denominator being 12.

The resulting weighted average of the Annual Performance Factors for the pre-Change of Control period is the Pre-Change-of-Control Factor. This factor is then applied to the number of Incentive Performance Units in the first part to determine the performance-adjusted Incentive Performance Units in the first part.

The second part of performance-adjusted Incentive Performance Units is calculated by applying the Performance Factor for the second part (the Post-Change-of-Control Factor), to the number of Incentive

Performance Units in the second part. The Post-Change-of-Control Factor will be 100.00%. This factor is then applied to the number of Incentive Performance Units in the second part to determine the performance-adjusted Incentive Performance Units in the second part.

7.4 Termination of Portions of Award Due to Performance Adjustments The Incentive Performance Units in the Award that do not become Calculated Maximum Payout Share Units will be cancelled; that is, only the number of share units that become Calculated Maximum Payout Share Units as a result of the applicable corporate performance adjustments for the Award will be performance eligible to be the basis of a Final Award determination and vest in accordance with Section 8.

8. Final Award Determination and Vesting

8.1 General. A Final Award determination will be made by the Committee in accordance with Section 8.2; provided, however, that upon the occurrence of a Change of Control prior to the time the Committee has made a Final Award determination in accordance with Section 8.2, a Final Award determination will instead be made in accordance with Section 8.3, provided in either case that the Award has not been forfeited pursuant to Section 5 prior to the Final Award determination date.

Final Award determinations pursuant to Section 8.2 will be made by the Committee as soon as practicable after December 31, 20____ (and in any event, such that any payout of a Final Award is made no later than December 31, 20____); provided that in the event of Grantee's death prior to a Change of Control, a Final Award determination pursuant to Section 8.2 will be made as soon as practicable after the end of the calendar year in which Grantee died, if earlier, and in any event such that any payout of a Final Award is made no later than December 31st of the year in which such Final Award determination is made, 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. Final Award determinations pursuant to Section 8.3 will be made as soon as practicable after the Change of Control occurs.

A Final Award may not exceed the Calculated Maximum Payout Share Units amount calculated in accordance with the applicable provisions of Sections 6 and 7; however, the Committee may exercise negative discretion to reduce the size of a Final Award determined pursuant to Section 8.2, except as otherwise provided in Section 7.3(b) in certain circumstances involving a Qualified Anticipatory Termination.

The Final Award, if any, will be fully vested as of the applicable vesting date, which will be (i) the Committee-determined Final Award Date if the Final Award is determined in accordance with Section 8.2, or (ii) the Change-of-Control-determined Final Award Date (which would be the day the Change of Control occurs), if the Final Award is determined in accordance with Section 8.3, as applicable.

A Final Award will be designated as a specified number of vested share units ("vested Payout Share Units"). Vested Payout Share Units will be paid out at the time and in the form set forth in the applicable subsection of Section 9. Section 9.2 will apply where Final Award determination and vesting occurs in accordance with Section 8 prior to a Change of Control, and Section 9.3 will apply where Final Award determination and vesting occurs due to the occurrence of a Change of Control.

8.2 Certification of Performance Results and Committee Final Award Determination

(a) **General.** Provided that Grantee remains an employee of the Corporation, or Grantee's termination of employment was a Qualifying Retirement, a Qualifying Disability Termination or a Qualifying Anticipatory Termination, and the 20____-20____ Incentive Performance Units remain outstanding such that Grantee remains eligible for consideration for a Final Award, and that a Change of Control has not occurred, the overall performance period for the Award will run from January 1, 20____ through December 31, 20____ and the process of certification of the levels of achievement of corporate performance, the calculation of the overall Performance Factor, the calculation of the Calculated Maximum Payout Share Units, and the determination of the Final Award, if any, by the Compensation Committee will occur in early 20____.

The time when the certification, calculation and Final Award determination process will take place is sometimes referred to as the “scheduled award-determination period,” and the date when a Final Award, if any, is determined and made by the Compensation Committee is sometimes referred to as the “Committee-determined Final Award Date.”

In the event that Grantee dies while an employee of the Corporation, or following a Qualifying Retirement, a Qualifying Disability Termination or a Qualifying Anticipatory Termination, and prior to the regularly scheduled award date in early 20 and the 20 -20 Incentive Performance Units remain outstanding and have not been forfeited pursuant to Section 5, PNC will present information to the Compensation Committee for purposes of Final Award determination early in the year following the calendar year in which Grantee died if such time is earlier than in early 20 .

Notwithstanding anything in this Section 8.2 to the contrary, if a Change of Control has occurred, Section 8.3 will apply.

(b) The Compensation Committee will have the authority to award to Grantee (“award”) as a Final Award such amount, denominated as a specified number of vested share units (vested Payout Share Units), as may be determined by the Compensation Committee, subject to the limitations set forth in the following paragraph, provided, that, the 20 -20 Incentive Performance Units are still outstanding, that Grantee is either still an employee of the Corporation, or Grantee’s termination of employment was a Qualifying Retirement, a Qualifying Disability Termination or a Qualifying Anticipatory Termination, or Grantee died while an employee of the Corporation or after a Qualifying Retirement, a Qualifying Disability Termination or a Qualifying Anticipatory Termination, and that the applicable Calculated Maximum Payout Share Units amount is greater than zero.

The Final Award will not exceed the applicable Calculated Maximum Payout Share Units amount, as determined in accordance with the applicable provisions of Sections 6 and 7, and is subject to the exercise of negative discretion by the Compensation Committee to further reduce this calculated payout amount pursuant to Section 8.2(c), if applicable.

The Compensation Committee will not have authority to exercise negative discretion to further reduce the payout amount below the full applicable Calculated Maximum Payout Share Units amount if a Change of Control Coverage Period has commenced and has not yet ended or if a Change of Control has occurred. If there has been a Change of Control, the Compensation Committee’s authority is subject to Section 8.3.

The date on which the Compensation Committee makes its determination as to whether or not it will authorize an award and, if so, the size of a Final Award, if any, it authorizes within the Calculated Maximum Payout Share Units amount determined pursuant to the Agreement is sometimes referred to in the Agreement as the “Committee-determined Final Award Date” and is the vesting date for a Final Award awarded by the Committee pursuant to Section 8.2.

Payment of the Final Award, if any, will be made in accordance with Section 9. If Grantee dies after a Final Award is determined but before payment is made, payment of the Final Award will be made to Grantee’s legal representative, as determined in good faith by PNC, in accordance with Section 12.

(c) Negative Discretion. Except during a Change of Control Coverage Period or after the occurrence of a Change of Control, the Compensation Committee may exercise negative discretion with respect to the 20 -20 Incentive Performance Units and may determine, in light of such Corporation or individual performance or other factors as the Compensation Committee may deem appropriate, that notwithstanding the levels of financial return from investing activities achieved by the A&L Unit relative to benchmark, the Compensation Committee will not award Grantee the full applicable Calculated Maximum Payout Share Units amount that the Compensation Committee is authorized to award pursuant to Section 8.2(b), or any of such amount.

It is anticipated that the Compensation Committee will take into account factors such as absolute A&L Unit financial performance, absolute trading results, cumulative performance relative to the benchmark, adherence to risk parameters, and Grantee’s contributions to the success of other PNC businesses when deciding whether and the extent to which to exercise its negative discretion.

The Compensation Committee may use its negative discretion such that, among other things, a Final Award appropriately reflects considerations based on the totality of results over the full overall performance period, and the Committee may cancel the full applicable potential award amount if the Committee determines that the totality of performance results over the entire performance period adversely impacts the safety and soundness of PNC.

If the Compensation Committee so determines to exercise its negative discretion pursuant to this Section 8.2(c), the Final Award, if any, will be further reduced accordingly; provided, however, that the Compensation Committee will not have authority to exercise negative discretion if a Change of Control Coverage Period has commenced and has not yet ended or if a Change of Control has occurred.

(d) If a Change of Control occurs prior to the time the Compensation Committee makes a Final Award determination pursuant to Section 8.2, the Final Award will be determined in accordance with Section 8.3 rather than being determined by the Compensation Committee pursuant to Section 8.2, and the Compensation Committee will not have negative discretion to reduce the payout amount calculated pursuant to Section 8.3.

8.3 Change of Control Prior to a Committee-Determined Final Award Date

(a) Notwithstanding anything in the Agreement to the contrary, upon the occurrence of a Change of Control at any time prior to a Committee-determined Final Award Date pursuant to Section 8.2 and provided that the 20 -20 Incentive Performance Units are still outstanding as of the end of the day immediately preceding the day on which the Change of Control occurs and have not already terminated or been terminated in accordance with the service or conduct provisions of Section 5, Grantee will be deemed to have been awarded a Final Award (the vested Payout Share Units) in the amount of the Calculated Maximum Payout Share Units calculated in accordance with the provisions of Sections 6 and 7 applicable under these circumstances, payable to Grantee or Grantee's legal representative at the time and in the manner set forth in Section 9.

If this Section 8.3 is applicable and a Final Award is deemed to be awarded pursuant to Section 8.3, the day the Change of Control occurs will be considered the Final Award Date for purposes of the Agreement. This date is sometimes referred to in the Agreement as the "Change-of-Control-determined Final Award Date."

A Final Award pursuant to this Section 8.3 is fully vested as of the date of the Change of Control, and the amount of vested Payout Share Units in the Final Award (the Calculated Maximum Payout Share Units calculated in accordance with the provisions of Sections 6 and 7 applicable in these circumstances) will be calculated as of the date of the Change of Control once the final data necessary for the award determination is available.

(b) The Compensation Committee may not exercise any further negative discretion pursuant to Section 8.2(c) or otherwise exercise discretion pursuant to the Agreement in any way that would serve to reduce a Final Award calculated pursuant to and deemed to be made to Grantee in accordance with this Section 8.3.

8.4 Final Award Vested; Termination of Any Unawarded 20 -20 Incentive Performance Units Once a Final Award determination has been made by the Compensation Committee pursuant to Section 8.2 or a Final Award is deemed to have been made by virtue of the application of Section 8.3, the outstanding share units represented in the Final Award are vested as of the applicable Final Award Date (as defined in Section 15).

The share-denominated incentive award opportunity represented by the 20 -20 Incentive Performance Units will terminate as to any portion of the Incentive Performance Units not so awarded pursuant to Section 8.2 or Section 8.3, as applicable.

Termination of all or a portion of the 20 -20 Incentive Performance Units as unawarded pursuant to this Section 8.4, or pursuant to the provisions of Section 5, if applicable, will in no way affect Grantee's covenants or the other provisions of Sections 16 and 17.

9. Settlement of Vested Performance-Adjusted Share Units.

9.1 Settlement. A Final Award of vested Payout Share Units awarded pursuant to Section 8 will be paid out at the time and in the form set forth in the applicable subsection of this Section 9. Section 9.2 will apply

where Final Award determination and vesting occurs pursuant to Section 8.2, and Section 9.3 will apply where Final Award determination and vesting occurs pursuant to Section 8.3. In no event will payment be made prior to vesting or later than December 31, 20 .

A Final Award, if any, will be fully vested as of the applicable vesting date, which will be the Committee-determined Final Award Date or the Change-of-Control-determined Final Award Date, as applicable, and will be paid solely in cash. PNC will deliver any cash payable pursuant to this Section 9 to, or at the proper direction of, Grantee or Grantee's legal representative, as determined in good faith by the Compensation Committee, at the applicable time specified in Section 9.2 or Section 9.3, as the case may be. Delivery of payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements have been satisfied.

In the event that Grantee is deceased, payment will be delivered to the executor or administrator of Grantee's estate or to Grantee's other legal representative, as determined in good faith by the Compensation Committee.

9.2 Settlement Where Vesting Occurs Prior to Change of Control.

(a) Payout Timing. Payment will be made to Grantee in settlement of the vested Final Award awarded pursuant to Section 8.2 as soon as practicable after the vesting date (the Committee-determined Final Award Date) set forth in Section 8.2 for such Award, generally within 30 days but no later than December 31st of the calendar year in which the vesting date 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. No interest shall be paid with respect to any such payments.

(b) Form of Payout. Payment in settlement of such Final Award will be made entirely in cash at the applicable time set forth in Section 9.2(a) above, and will be in an amount equal to the number of vested Payout Share Units specified in the Final Award multiplied by the then current Fair Market Value (as defined in Section 15) of a share of PNC common stock on the Committee-determined Final Award Date or as otherwise provided pursuant to Section 11, if applicable. Payment will not be made pursuant to the Award unless and until all applicable tax withholding requirements have been satisfied.

(c) Disputes. If there is a dispute regarding payment of a Final Award amount, PNC will settle the undisputed portion of the award amount, if any, within the time frame set forth above in this Section 9.2, and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the U.S. Internal Revenue Code.

9.3 Settlement Where Vesting Occurs Due to the Occurrence of a Change of Control.

(a) Payout Timing. Payment will be made to Grantee in settlement of the vested Final Award awarded pursuant to Section 8.3 at the time set forth in subsection (1) below unless payment at such time would be a noncompliant payment under Section 409A of the U.S. Internal Revenue Code, and otherwise, at the time set forth in subsection (2) or (3) below, as applicable, in any case as further described below.

(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 (the vesting date), but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the 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 January 1, 20 , but in no event later than December 31, 20 .

(3) Where vesting occurs pursuant to Section 8.3 due to the occurrence of a Change of Control and payment is scheduled, pursuant to subsection (2) above, for as soon as practicable after January 1, 20 , but in no event later than December 31, 20 , but Grantee dies prior to January 1, 20 , payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later (but not beyond December 31, 20), the 1st day of the 3rd calendar month following the date of Grantee's death.

(b) Form of Payment. Payment of the Final Award will be made entirely in cash.

If, under the circumstances, the Change of Control is a permissible payment event under Section 409A of the U.S. Internal Revenue Code and payment in settlement of the Final Award is made at the time specified in Section 9.3(a)(1), then payment with respect to such Final Award will be in an amount equal to the Payout Share Units base amount described below in subsection (A) of this Section 9.3(b).

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 and payment with respect to the Final Award being settled will be made at the time specified in Section 9.3(a)(2) or (3), as the case may be, then the payment amount with respect to such Final Award will be an amount equal to the Payout Share Units base amount described below in subsection (A) of this Section 9.3(b) plus the phantom investment amount for the Payout Share Units base amount described below in subsection (B) of this Section 9.3(b).

(A) Base Amount. The Payout Share Units base amount will be an amount equal to the number of vested Payout Share Units specified in the Final Award determined in accordance with Section 8.3 being settled multiplied by the Fair Market Value (as defined in Section 15) of a share of PNC common stock on the date of the Change of Control or by the per share value provided pursuant to Section 11 as applicable.

(B) Phantom Investment Amount. The phantom investment amount for the Payout Share Units base amount with respect to the Final Award being settled will be either (i) or (ii), whichever is larger: (i) interest on the Payout Share Units base amount described in Section 9.3(b)(A) from the date of the Change of Control through the payment date at the short-term, mid-term or long-term Federal rate under U.S. Internal Revenue Code Section 1274(b)(2)(B), as applicable depending on the term until payment, compounded semi-annually; or (ii) a phantom investment amount with respect to said base amount that reflects, if positive, the performance of the PNC stock or other consideration received by a PNC common shareholder in the Change of Control transaction, with any dividends reinvested in such stock, from the date of the Change of Control through the payment date.

PNC may, at its option, provide other phantom investment alternatives in addition to those referenced in the preceding paragraph of this Section 9.3(b)(B) and may permit Grantee to make a phantom investment election from among such alternatives under and in accordance with procedures established by PNC, but any such alternatives must provide for at least the two phantom investments set forth in Section 9.3(b)(B)(i) and (ii) with respect to the Payout Share Units base amount at a minimum.

The phantom investment amount will be applicable only in the event that payment at the time of the Change of Control would not comply with Section 409A of the U.S. Internal Revenue Code and thus payment is made at the time specified in Section 9.3(a)(2) or (3) rather than at the time specified in Section 9.3(a)(1).

(c) Disputes. If there is a dispute regarding payment of a final award, PNC will settle the undisputed portion of the award, if any, within the time frame set forth in the applicable subsection of Section 9.3(a), and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the U.S. Internal Revenue Code.

10. No Rights as a Shareholder.

Grantee will have no rights as a shareholder of PNC by virtue of this Award.

11. Capital Adjustments.

11.1 Except as otherwise provided in Section 11.2, if applicable, if corporate transactions such as stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC ("Corporate Transactions") occur prior to the time a Final Award, if any, is paid, the Compensation Committee or its delegate shall make those adjustments, if any, in the number, class or kind of Incentive Performance Units 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 share-denominated award amount authorized for payment to Grantee pursuant to Section 9 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.

11.2 Upon the occurrence of a Change of Control, (a) the number, class and kind of Incentive Performance Units 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 (b) the value per share unit to be used in calculating the base amount described in Section 9.3(b) of any award that is deemed to be awarded to Grantee in accordance with Section 8.3 will be measured by reference to the per share value of the consideration payable to a PNC common shareholder in connection with such Corporate Transaction or Transactions if applicable.

12. Prohibitions Against Sale, Assignment, etc.; Payment to Legal Representative

(a) Incentive Performance Units may not be sold, assigned, transferred, exchanged, pledged, or otherwise alienated or hypothecated.

(b) If Grantee is deceased at the time any Final Award authorized by the Agreement is to be paid in accordance with the terms of Section 9, such payment shall be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by 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.

13. Withholding Taxes; Payment Upon Inclusion Under Section 409A

Where all applicable withholding tax obligations have not previously been satisfied, PNC will, at the time any such 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 amounts then payable hereunder to Grantee.

If any such withholding is required prior to the time amounts are payable to Grantee hereunder or if such amounts are not sufficient to satisfy such obligation in full, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding by payment of cash. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection herewith, no additional withholding may be made.

It is the intention of the parties that the 20 -20 Incentive Performance Units award and the Agreement comply with the provisions of Section 409A to the extent, if any, that such provisions are applicable to the Agreement. In the event that, notwithstanding such intention, the arrangement fails to meet the requirements of Section 409A and the regulations promulgated thereunder, then PNC may at that time permit the acceleration of the time for payment to Grantee under the Agreement notwithstanding any of the other provisions of the Agreement, but

any such accelerated payment may not exceed the amount required to be included in Grantee's income as a result of the failure to comply with the requirements of Section 409A and the regulations promulgated thereunder. For purposes of this provision, an amount will be deemed to have been included in Grantee's income if the amount is timely reported on Form W-2 or Form 1099-MISC as appropriate.

14. Employment.

Neither the granting of the 20 -20 Incentive Performance Units nor the calculation, determination and payment of any Final Award authorized hereunder nor any term or provision of the Award 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.

15. Certain Definitions.

Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

15.1 "A&L Unit" means the Asset & Liability Unit of PNC.

15.2 "Agreement" or "Award Agreement."

"Agreement" or "Award Agreement" means the 20 -20 A&L-Related Cash-Payable Incentive Performance Units Award Agreement between PNC and Grantee evidencing the Incentive Performance Units award granted to Grantee pursuant to the Plan.

15.3 "Annual Performance Factor" has the meaning set forth in Section 6.

15.4 "Anticipatory Termination." If Grantee's employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 15.4, 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 15.4, "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 15.4 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.

15.5 “Award” means the Incentive Performance Units award granted to Grantee pursuant to the Plan and evidenced by the Agreement.

15.6 “Award Grant Date” means the Award Grant Date set forth on page 1 of the Agreement.

15.7 “Benchmark Performance Index” has the meaning set forth in Section 6.2(b).

15.8 “Board” means the Board of Directors of PNC.

15.9 “Calculated Maximum Payout Share Units” has the meaning set forth in Section 7.2.

15.10 “Cause” and “termination for Cause.”

Except as otherwise required by Section 15.4 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.

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.

15.11 “CEO” means the chief executive officer of PNC.

15.12 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”); provided, however, that, for purposes of this Section 15.12(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an “Affiliated Company”), (4) any acquisition pursuant to an Excluded Combination (as defined in Section 15.12(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC’s shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a “Business Combination”), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

15.13 “Change of Control Coverage Period” means a period commencing on the occurrence of a Change of Control Triggering Event and ending upon the earlier to occur of (a) the date of a Change of Control Failure and (b) the date of a Change of Control.

After the termination of any Change of Control Coverage Period, another Change of Control Coverage Period will commence upon the occurrence of another Change of Control Triggering Event.

For purposes of the Agreement, “Change of Control Triggering Event” shall mean the occurrence of either of the following: (i) the Board or PNC’s shareholders approve a Business Combination, other than an Excluded Combination, described in subsection (c) of the definition of Change of Control contained in Section 15.12; or (ii) the commencement of a proxy contest in which any Person seeks to replace or remove a majority of the members of the Board.

For purposes of the Agreement, “Change of Control Failure” shall mean: (x) with respect to a Change of Control Triggering Event described in clause (i) of the definition above, PNC’s shareholders vote against the transaction approved by the Board or the agreement to consummate the transaction is terminated; or (y) with respect

to a Change of Control Triggering Event described in clause (ii) of the definition above, the proxy contest fails to replace or remove a majority of the members of the Board.

15.14 “Change-of-Control-determined Final Award Date” has the meaning set forth in Section 8.3.

15.15 “Committee-determined Final Award Date” has the meaning set forth in Section 8.2.

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

15.17 “Competitive Activity.”

“Competitive Activity” while Grantee is an employee of the Corporation 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 or (2) engaged in business activities that Grantee knows PNC or any subsidiary intends to enter within the next twelve (12) months, 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.

“Competitive Activity” on or after Grantee’s Termination Date 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 subsection (a), clause (ii) of the definition of Detrimental Conduct in Section 15.20, 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.

For purposes of Competitive Activity as defined in this Section 15.17, and for purposes of the definition of competitive activity in any other PNC restricted share unit or in any PNC restricted stock, stock option, or other equity-based award or awards held by Grantee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

15.18 “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.

15.19 “Corporation” means PNC and its Consolidated Subsidiaries.

15.20 “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 as defined in Section 15.17 in the continental United States at any time during the period of Grantee’s employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Incentive Performance Units that have not yet vested in accordance with Section 8 on the basis of such determination that Grantee has engaged in Detrimental Conduct.

15.21 “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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

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

15.23 “Final Award” means the final award, if any, (1) awarded to Grantee by the Compensation Committee in accordance with Section 8.2, or (2) deemed to be awarded to Grantee pursuant to Section 8.3, and in either case authorized to be paid out to Grantee in accordance with Section 9.

15.24 “Final Award Date” means: (1) the date on which the Compensation Committee makes its determination as to whether or not it will authorize payout of a final award, and if so, as to the size of the Final Award, if any, it authorizes pursuant to Section 8.2 (sometimes referred to as the “Committee-determined Final Award Date”); or (2) if a Change of Control has occurred and Grantee is deemed to have been awarded a Final Award pursuant to Section 8.3, the Final Award Date will be the date the Change of Control occurs (sometimes referred to as the “Change-of-Control-determined Award Date”).

15.25 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

15.26 “Grantee” means the person to whom the Incentive Performance Units award is granted, and is identified as Grantee on page 1 of the Agreement.

15.27 “Incentive Performance Units” or “20 -20 Incentive Performance Units” means the share-denominated incentive award opportunity performance units of the number of share units specified as the Share Units on page 1 of the Agreement, subject to capital adjustments pursuant to Section 11 if any, granted to Grantee pursuant to the Plan and evidenced by the Agreement.

15.28 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

15.29 “Payout Share Units.”

“Calculated Maximum Payout Share Units” has the meaning specified in Section 7.2, and “vested Payout Share Units” has the meaning specified in Section 8.1.

15.30 “Performance Factor” has the meaning set forth in Section 6.3 and Section 7.3, if applicable.

15.31 “Performance Year” has the meaning set forth in Section 6.1.

15.32 “Person” has the meaning specified in the definition of Change of Control in Section 15.12(a).

15.33 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

15.34 “PNC” means The PNC Financial Services Group, Inc.

15.35 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when he or she ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

15.36 “Qualifying Retirement,” “Qualifying Disability Termination” and “Qualifying Anticipatory Termination” have the meanings specified in Section 5.3(iii), Section 5.3(iv), and Section 5.3(v), respectively.

15.37 “Retires” or “Retirement.” Grantee “Retires” if Grantee’s 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 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.”

15.38 “SEC” means the United States Securities and Exchange Commission.

15.39 “Section 409A” means Section 409A of the United States Internal Revenue Code.

15.40 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

15.41 “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.

16. Grantee Covenants.

16.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 16 and 17 by virtue of receiving the 20 -20 Incentive Performance Units Award (regardless of whether a Final Award is ultimately determined and paid or the size of such Final Award, if any); that such provisions are reasonable and properly required for the adequate

protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

16.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 16.2 while employed by the Corporation and for a period of one year after Grantee's Termination Date regardless of the reason for such termination of employment.

(a) Non-Solicitation. Grantee shall not, directly or indirectly, either for Grantee's own benefit or purpose or for the benefit or purpose of any Person other than PNC or any of its subsidiaries, solicit, call on, do business with, or actively interfere with PNC's or any subsidiary's relationship with, or attempt to divert or entice away, any Person that Grantee should reasonably know (i) is a customer of PNC or any subsidiary for which PNC or any subsidiary provides any services as of 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 16.2 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.

16.3 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.

16.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 16.4 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

17. Enforcement Provisions.

Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

17.1 Governing Law and Jurisdiction. The Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws provisions. Any dispute or claim arising out of or relating to the Agreement or claim of breach hereof shall be brought exclusively in the federal court

for the Western District of Pennsylvania or in the Court of Common Pleas of Allegheny County, Pennsylvania. By execution of the Agreement, Grantee and PNC hereby consent to the exclusive jurisdiction of such courts, and waive any right to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding under or in connection with the Agreement.

17.2 Equitable Remedies. A breach of the provisions of any of Sections 16.2, 16.3 or 16.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

17.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 16.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

17.4 No Waiver. Failure of PNC to demand strict compliance with any of the terms, covenants or conditions of the Agreement 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.

17.5 Severability. The restrictions and obligations imposed by Sections 16.2, 16.3, 16.4, 17.1 and 17.7 are separate and severable, and it is the intent of Grantee and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations shall remain valid and binding upon Grantee.

17.6 Reform. In the event any of Sections 16.2, 16.3 and 16.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

17.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 16.2, 16.3 and 16.4.

17.8 Compliance with 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.

17.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent applicable to Grantee, the 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, adjustment 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.

17.10 Subject to the Plan and Interpretations. 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.

17.11 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.

17.12 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.

18. 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:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

SENIOR LEADERS DEFERRAL PROGRAM

20 PERFORMANCE RESTRICTED SHARE UNITS

AWARD AGREEMENT

* * *

GRANTEE: [Name]

AWARD ISSUANCE DATE: , 20

SHARE UNITS: [number] share units

1. Definitions.

Certain terms used in this Senior Leaders Deferral Program 20__ Performance Restricted Share Units Award Agreement (the “Agreement” or “Award Agreement”) are defined in Section 13 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, “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time, and “Annual Incentive Deferral Plan” means The PNC Financial Services Group, Inc. Annual Incentive Deferral Plan as amended from time to time.

2. Performance RSUs with Dividend Equivalents Award

Pursuant to the Plan and in accordance with the Annual Incentive Deferral Plan, and subject to the terms and conditions of the Agreement, PNC awards to the Grantee named above (“Grantee”) a share-denominated award opportunity of restricted share units (“Performance 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 16 and is subject to the terms and conditions of the Award Agreement, including service and conduct conditions, risk performance conditions and related adjustments, and forfeiture provisions, and to the Plan.

3. Terms of Award.

For the purpose of determining service and conduct conditions, risk performance conditions and related adjustments, forfeiture provisions, and other conditions and provisions applicable to each portion of the Performance RSUs and related Dividend Equivalents under the Award Agreement, the Award is divided into four installments or tranches.

This includes the conditions set forth in Section 4 related to Dividend Equivalents and the conditions set forth in Sections 5 and 6 relating to (1) specified service conditions and service-related forfeiture provisions, (2) conduct-related forfeiture and suspension provisions, (3) annual risk performance reviews and review criteria, and (4) risk performance-related adjustment provisions that subject the award payout size of each tranche that remains outstanding and satisfies the other applicable conditions for vesting of that tranche to a risk performance factor related to that tranche’s risk performance year, where the risk performance factor may be 100.00% (i.e., no downward adjustment of that tranche for risk performance) or may be a risk performance factor of less than

100.00% (i.e., a downward adjustment of the award payout size of the tranche for that year, up to the potential for full cancellation of a tranche for a risk performance factor related to that tranche's risk performance year of 0.00%).

The four Performance RSUs and related Dividend Equivalents "Tranches" are set forth below:

- one-fourth of the share units (rounded down to the nearest whole unit) are in the first tranche and will relate to 20 risk performance ("20 Tranche" or "1st Tranche");
- one-third of the remaining share units (rounded down to the nearest whole unit) are in the second tranche and will relate to 20 risk performance ("20 Tranche" or "2nd Tranche");
- one-half of the remaining share units (rounded down to the nearest whole unit) are in the third tranche and will relate to 20 risk performance ("20 Tranche" or "3rd Tranche"); and
- the remainder of the share units are in the fourth tranche and will relate to 20 risk performance ("20 Tranche" or "4th Tranche").

Performance RSUs and Dividend Equivalents are not transferable. The Performance RSUs and related Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Award Agreement until vesting in accordance with the terms of the Award Agreement, and are subject to downward adjustment of the number of share units, or share units to which they relate in the case of Dividend Equivalents, in accordance with Sections 5 and 6.

Performance RSUs that (1) are not forfeited pursuant to the service or conduct provisions in accordance with the terms of Section 5 and (2) have a risk-performance adjustment factor and payout percentage determined in accordance with the terms of Section 6 that is greater than 0.00%, (3) will be performance-adjusted in accordance with the risk performance adjustment provisions of Section 6, and (4) if such performance-adjusted Performance RSUs satisfy the service requirements and other conditions for vesting and vest in accordance with the terms of Section 7.1, then (5) they will be settled and paid out, generally in shares of PNC common stock, pursuant to and in accordance with the terms of Sections 7.2 and 7.3.

Dividend Equivalents will be accrued and will be subject to the same forfeiture, performance-adjustment and vesting conditions as the Performance RSUs to which they relate. Performance-adjusted Dividend Equivalents that vest will be paid out in cash at the same time as their related vested Performance RSUs are settled and paid out in accordance with the terms of Section 7.

Performance RSUs that are forfeited by Grantee pursuant to and in accordance with the service or conduct provisions of Section 5, or that are subject to a full downward risk performance adjustment (that is, a risk performance factor of 0.00%) in accordance with the risk performance adjustment provisions of Section 6, will be cancelled, together with the Dividend Equivalents that relate to those Performance RSUs, without payment of any consideration by PNC.

4. Dividend Equivalents.

The Dividend Equivalents portion of a Tranche 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 Issuance Date and the vesting date for that Tranche on the number of shares of PNC common stock determined as specified below had such shares been issued and outstanding shares on the Award Issuance Date and thereafter through the vesting date. The specified number for purposes of the preceding sentence will be the number equal to the risk performance-adjusted number of share units vested, settled and paid out with respect to the related Performance RSUs in that same Tranche, if any.

Dividend Equivalents are subject to the same service requirements, conduct conditions, forfeiture events, vesting conditions, and risk performance-based payout size adjustments as the Performance RSUs to which they relate as set forth in Sections 5, 6 and 7, and will not vest, be settled and paid unless and until such related

Performance RSUs vest, are settled, and are paid. Outstanding accrued performance-adjusted Dividend Equivalents that so vest and settle will be paid in cash in accordance with Section 7.

5. Forfeiture Provisions: Termination Upon Failure to Meet Applicable Service Requirements or Conduct Conditions

5.1 Termination of Award Upon Forfeiture of Share Units The Award is subject to the forfeiture provisions set forth in this Section 5. The Award will terminate with respect to any Tranche or Tranches, as the case may be, of Performance RSUs and related Dividend Equivalents upon forfeiture and cancellation of such Tranche or Tranches of Performance RSUs and related Dividend Equivalents pursuant to the terms and conditions of this Section 5, and neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in either the Performance RSUs or the related Dividend Equivalents evidenced by the Award Agreement with respect to that Tranche or those Tranches, as applicable.

5.2 Forfeiture of Award Upon Failure to Meet Service Requirements If, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements set forth in Section 5 with respect to one or more Tranches of Performance RSUs and related Dividend Equivalents, then all outstanding Performance RSUs that have so failed to meet such service requirements, together with the Dividend Equivalents related to such Tranche or Tranches of Performance RSUs, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date.

5.3 Service Requirements Grantee will meet the service requirements with respect to the Performance RSUs and related Dividend Equivalents, or applicable Tranche thereof if so specified, if Grantee meets the conditions of any of the subclauses below. If more than one of the following subclauses is applicable with respect to those Performance RSUs and related Dividend Equivalents, Grantee will have met the service requirements for such Performance RSUs and related Dividend Equivalents upon the first to occur of such conditions.

- (i) Grantee continues to be an employee of the Corporation through and including the day immediately preceding the 1st, 2nd, 3rd, or 4th anniversary of the Award Issuance Date, as the case may be, with respect to the 1st, 2nd, 3rd, or 4th Tranche of the Performance RSUs and related Dividend Equivalents, as applicable.
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be an employee of the Corporation until Grantee's Termination Date (as defined in Section 13) where Grantee's employment was not terminated by the Corporation for Cause (as defined in Section 13) and where Grantee's termination of employment as of such date qualifies as a Retirement (as defined in Section 13) (a "Qualifying Retirement").
- (iv) Grantee continues to be an employee of the Corporation until Grantee's Termination Date (as defined in Section 13) where Grantee's employment was not terminated by the Corporation for Cause (as defined in Section 13) and where Grantee's employment was terminated as of such date by the Corporation by reason of Grantee's Disability (as defined in Section 13) (a "Qualifying Disability Termination").
- (v) Grantee continues to be an employee of the Corporation until Grantee's Termination Date (as defined in Section 13) where Grantee's employment was terminated as of such date by the Corporation and such termination is an Anticipatory Termination (as defined in Section 13) (a "Qualifying Anticipatory Termination").
- (vi) Grantee continues to be employed by the Corporation through the day immediately prior to the date a Change of Control (as defined in Section 13) occurs.

5.4 Forfeiture of Award Upon Termination for Cause or Pursuant to Detrimental Conduct Provisions

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 4th anniversary of the Award Issuance Date and prior to the occurrence of a Change of Control, if any, then all then outstanding Performance RSUs, together with all accrued Dividend Equivalents related to such then outstanding Performance RSUs, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC as of Grantee's Termination Date.

(b) Detrimental Conduct. At any time prior to the date that such Performance RSUs and related Dividend Equivalents vest in accordance with Section 7.1 or expire unvested or are cancelled pursuant to other provisions of the Award Agreement, Performance RSUs and related Dividend Equivalents, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to the extent that PNC determines in its sole discretion to so cancel all or a specified portion of the Performance RSUs and related Dividend Equivalents on the basis of its determination that Grantee has engaged in Detrimental Conduct as set forth in Section 13.13, whether such determination is made during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death (other than with respect to a Tranche, if any, that does not vest immediately upon death), and Detrimental Conduct will not apply to conduct by or activities of successors to the Performance RSUs and related Dividend Equivalents by will or the laws of descent and distribution in the event of Grantee's death; (ii) in the event that Grantee's termination of employment was an Anticipatory Termination, no determination that Grantee has engaged in Detrimental Conduct may be made on or after Grantee's Termination Date; (iii) no determination that Grantee has engaged in Detrimental Conduct may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control; and (iv) no determination that Grantee has engaged in Detrimental Conduct may be made after the occurrence of a Change of Control.

5.5 Suspension and Forfeiture 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 Performance RSUs and related Dividend Equivalents or any portion thereof are still outstanding and have not yet vested, the vesting of those Performance RSUs and related Dividend Equivalents shall be automatically suspended.

Such suspension of vesting shall continue until the earliest to occur of the following:

(1) resolution of the criminal proceedings in a manner that results in a conviction (including a plea of guilty or 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, those Performance RSUs, together with all related Dividend Equivalents, to the extent that such Performance RSUs and related Dividend Equivalents or any portion thereof are still outstanding, will, upon such occurrence, be automatically forfeited by Grantee to PNC, will not vest or be eligible to vest, and will be 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 of those Performance RSUs and related Dividend Equivalents shall proceed in accordance with Sections 5, 6 and 7, as applicable. No interest shall be paid with respect to any suspended payments.

6. Risk Performance Conditions and Review; Risk Performance-Related Adjustments to Performance RSUs and Dividend Equivalents

Performance RSUs and related Dividend Equivalents are subject to risk performance conditions and adjustments, all as set forth herein unless and until amended prospectively by the Compensation Committee or the Review Committee.

6.1 Annual Risk Performance Factor. Each Tranche of the Award will be subject to an Annual Risk Performance Factor that relates to risk performance for the year applicable to that Tranche as set forth in Section 3 (e.g., for the 1st Tranche, also referred to as the 20th Tranche, the applicable risk performance relates to risk performance for calendar year 20th). The Annual Risk Performance Factor for a Tranche could range from 100.00%, reflecting no downward adjustment to an applicable Tranche of the Award for risk performance, to an Annual Risk Performance Factor reflecting a downward adjustment of the Performance RSUs and Dividend Equivalents in the applicable Tranche by a specified amount, to an Annual Risk Performance Factor of 0.00%, reflecting full cancellation of the applicable Tranche for risk performance, all as further provided in this Section 6.

In the standard circumstances where Grantee continues to be an employee of the Corporation, or where Grantee's employment with the Corporation ceases by reason of a Qualifying Retirement or a Qualifying Disability Termination, and there has not been a Change of Control, the Annual Risk Performance Factor with respect to an applicable outstanding Tranche will be determined as follows.

(1) If an Annual Risk Performance Review is not required with respect to the performance year that relates to the applicable Tranche, because a review has not been triggered by the Risk Performance Review Criteria set forth in Section 6.3 below as applied to that performance year and the Review Committee has not otherwise determined to conduct such review in its discretion, then the Annual Risk Performance Factor for that Tranche will be 100.00%, effective as of the date it is determined that an Annual Risk Performance Review will not be conducted with respect to that performance year.

(2) If an Annual Risk Performance Review is conducted, as set forth in Section 6.2 below, with respect to the performance year that relates to the applicable Tranche then the Annual Risk Performance Factor for that Tranche will be as determined by the Review Committee as part of such review, effective as of the Review Committee determination date, and will be in the range of 100.00% down to 0.00%.

(3) If the Review Committee-determined Annual Risk Performance Factor with respect to a given performance year is 0.00%, the Tranche that relates to that performance year, including all outstanding Performance RSUs in that Tranche together with the Dividend Equivalents related to such Performance RSUs, will be forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC, effective as of the Review Committee determination date.

For circumstances where Grantee's employment with the Corporation has ceased by reason of a Qualifying Anticipatory Termination, or where there is a Change of Control or Grantee dies while still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, the Annual Risk Performance Factor with respect to an applicable outstanding Tranche will be determined as set forth in Section 6.4 below.

6.2 Annual Risk Performance Review. In general, while the Award is outstanding an Annual Risk Performance Review will be conducted with respect to any performance year for which either (a) such review is triggered by the risk performance review criteria as applied to that performance year set forth in Section 6.3 or (b) the Review Committee determines to conduct such review in its discretion. Any such determination that an Annual Risk Performance Review will be conducted will generally be made shortly after the close of the applicable performance year, but no later than the 45th day following the close of such year.

When an Annual Risk Performance Review is required with respect to a given completed risk performance year, either by the risk performance review criteria or at the Review Committee's discretion, such review will be conducted shortly after the close of such calendar risk performance year but no later than the end of the first quarter following such close.

As part of such review, the Review Committee will consider whether, in its discretion, downward adjustment for risk performance with respect to the applicable risk performance year would be appropriate as applied to Grantee and, if so, will reflect such adjustment in the Annual Risk Performance Factor that will apply to the Tranche of Grantee's Performance RSUs and related Dividend Equivalents that relate to that risk performance year. An Annual Risk Performance Factor as determined by the Review Committee will be in the range of 100.00% down to 0.00%. A downward adjustment for risk performance would be reflected in an Annual Risk Performance Factor with respect to that year of less than 100.00%. A Factor of 0.00% would mean that the Tranche has failed to meet the risk performance condition, is no longer eligible for vesting, and will expire and terminate.

If the Review Committee determines in its discretion that it would not be appropriate to apply a downward adjustment for risk performance for such year to Grantee's Performance RSUs and related Dividend Equivalents, that determination would be reflected in an Annual Risk Performance Factor for the Tranche that relates to that risk performance year of 100.00%.

6.3 Risk Performance Review Criteria. Unless and until amended prospectively by the Compensation Committee or the Review Committee, the risk performance review criteria for a given performance year is whether PNC's return on economic capital, with specified adjustments ("ROEC"), is at least equal to the applicable Compensation Committee-specified ROEC hurdle for that performance year. If the ROEC for a given performance year equals or exceeds this hurdle, an Annual Risk Performance Review is not triggered unless the Review Committee requires a review in its discretion. If the ROEC for a given year is less than this hurdle amount, an Annual Risk Performance Review by the Review Committee is required with respect to that performance year.

For purposes of this Award Agreement, ROEC will have the meaning set forth in Section 13.31. The ROEC hurdle for a given risk performance year will be the same as the risk performance hurdle specified by the Compensation Committee for that performance year for purposes of comparison of ROEC to such hurdle for PNC's 20 Performance RSUs awards to members of PNC's Corporate Executive Group ("CEG"). For the 20 performance year, this hurdle is related to PNC's cost of capital and is set at %. In the event that the Compensation Committee does not set an ROEC hurdle for a given risk performance year, the Review Committee will set such hurdle for purposes of this Award Agreement.

In any event, if the Compensation Committee determines that a risk performance review with respect to a given risk performance year has been triggered by the risk performance review criteria for that performance year for purposes of PNC's 20 Performance RSUs awards to members of the CEG, then an Annual Risk Performance Review will also be triggered with respect to that year for purposes of this Award.

6.4 Annual Risk Performance Factor in the Event of Death, Qualifying Anticipatory Termination, or Change of Control

(a) Death. In the event that Grantee's employment with the Corporation ceases by reason of Grantee's death or Grantee dies following a Qualifying Retirement or a Qualifying Disability Termination, then with respect to any Tranche or Tranches that were outstanding at the time of Grantee's death: (i) if such death occurs after the close of a risk performance year but before the Tranche that relates to that year has either been performance-adjusted and paid out or forfeited, as the case may be, then the Annual Risk Performance Factor with respect to such Tranche will be determined in the same manner and effective as of the same time as if Grantee had remained an employee of the Corporation, provided that the Tranche remains outstanding at the applicable time; and (ii) with respect to any other Tranche or Tranches that were outstanding at the time of Grantee's death, the Annual Risk Performance Factor will be 100.00%, effective as of the date of death.

(b) Qualifying Anticipatory Termination. In the event that one or more Tranches were outstanding at the time Grantee's employment with the Corporation terminated where such termination was a Qualifying Anticipatory Termination, the Annual Risk Performance Factor of any outstanding Tranche for which an Annual Risk Performance Factor had not already been determined as of the day immediately preceding Grantee's

Termination Date will be the same as the Annual Risk Performance Factor for the most recent Tranche for which an Annual Risk Performance Factor had been determined in accordance with clause (1), (2) or (3) of Section 6.1, or if none, will be 100.00%, all effective as of the end of the day immediately preceding Grantee's Termination Date.

(c) Change of Control. In the event that Grantee continues to be an employee of the Corporation through the day immediately prior to the date a Change of Control occurs, or where Grantee ceased to be an employee of the Corporation prior to that time by reason of a Qualifying Retirement or a Qualifying Disability Termination, and one or more Tranches remain outstanding at the time a Change of Control occurs, the Annual Risk Performance Factor of any Tranche for which an Annual Risk Performance Factor had not already been determined as of the day immediately preceding the date the Change of Control occurs will be the same as the Annual Risk Performance Factor for the most recent Tranche for which an Annual Risk Performance Factor had been determined in accordance with clause (1), (2) or (3) of Section 6.1 or, if none, will be 100.00%, all effective as of the day immediately preceding the date the Change of Control occurs.

6.5 Performance Adjustment of Outstanding Share Units. Once an Annual Risk Performance Factor has been determined, in accordance with Sections 6.1 through 6.4, as applicable, for a Tranche of Performance RSUs and related Dividend Equivalents that has not been cancelled pursuant to any of the forfeiture provisions of Section 5, the number of share units in that Tranche will be performance adjusted as applicable in accordance with this Section 6.5.

The performance-adjusted number of share units in a Tranche will be equal to a percentage of the initial share units in the Tranche, rounded to the nearest one-hundredth with 0.005 share units being rounded upward to 0.01 share units, where the percentage to be applied is equal to the Annual Risk Performance Factor for the performance risk year that relates to that Tranche (e.g., for the 1st Tranche, the Annual Risk Performance Factor for calendar year 20__) as determined in accordance with Sections 6.1 through 6.4, as applicable. Only the performance-adjusted share units in a Tranche will be eligible to vest and be the basis of the settlement and payout of the Performance RSUs and related Dividend Equivalents in the Tranche in accordance with Section 7 provided that all of the other conditions for vesting are satisfied, including the service condition.

The performance-adjusted Performance RSUs for a Tranche are sometimes referred to as the Payout Share Units for purposes of the vesting, where applicable, of that portion of the Tranche in accordance with Section 7.1 and the settlement and payout in accordance with Sections 7.2 and 7.3 of the portion of the Tranche that has vested. The percentage applied to the share units for a given Tranche in order to arrive at the Payout Share Units is sometimes referred to as the Payout Percentage for that Tranche.

Dividend Equivalents will be subject to the same performance adjustment that is applied to the Performance RSUs to which they relate.

6.6 Termination of Portions of Award Due to Risk Performance Adjustments The portion of the Performance RSUs in a Tranche that do not become Payout Share Units will be cancelled; that is, only the number of share units that become Payout Share Units as a result of the applicable risk performance adjustment will be performance eligible to vest and be the basis of the settlement and payout of the Performance RSUs and related Dividend Equivalents in the Tranche in accordance with Section 7.

Dividend Equivalents that had accrued with respect to any Performance RSUs in a Tranche that do not become Payout Share Units will also be cancelled as Dividend Equivalents are subject to the same performance adjustments that are applied to the Performance RSUs to which they relate.

6.7 PNC Determinations Final. All determinations made by the Compensation Committee, the Review Committee, or otherwise by PNC hereunder shall be made in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

7. Vesting and Settlement of Performance-Adjusted Share Units and Related Dividend Equivalents

7.1 Vesting. Grantee's Performance RSUs as performance-adjusted pursuant to the provisions of Section 6 (the Payout Share Units) and related performance-adjusted Dividend Equivalents will vest (that is, become vested Payout Share Units and related Dividend Equivalents) upon the earliest to occur of the events set forth in the

subclauses below, provided that such Performance RSUs and related Dividend Equivalents have not been forfeited prior to such vesting event pursuant to any of the provisions of Section 5 or cancelled as a result of the risk performance adjustment provisions of Section 6 and remain outstanding at that time:

- (i) (a) the 1st anniversary of the Award Issuance Date in the case of the 1st Tranche share units and related dividend equivalents, the 2^d anniversary of the Award Issuance Date in the case of the 2nd Tranche share units and related dividend equivalents, the 3^d anniversary of the Award Issuance Date in the case of the 3rd Tranche share units and related dividend equivalents, and the 4th anniversary of the Award Issuance Date in the case of the 4th Tranche share units and related dividend equivalents, as the case may be,
or, if later, (b) the date on which the performance adjustment determination pursuant to Section 6 with respect to the applicable Tranche is final (but no later than March 31st of the calendar year in which such anniversary occurs),
or, if later, (c) on the date as of which any suspension imposed with respect to those Performance RSUs and related Dividend Equivalents pursuant to Section 5.5 is lifted without forfeiture of such units and related dividend equivalents and they vest, as applicable;
- (ii) in the event of Grantee's death,
(a) the date of Grantee's death with respect to any Tranche or Tranches as to which the Annual Risk Performance Factor for such Tranche is determined at the time of Grantee's death pursuant to Section 6.4(a)(ii), and
(b) the date on which the Annual Risk Performance Factor with respect to such Tranche is final with respect to the Tranche, if any, for which the Annual Risk Performance Factor is determined after Grantee's death pursuant to Section 6.4(a)(i) in the same manner as if Grantee had remained an employee of the Corporation; and
- (iii) the end of the day immediately preceding the day a Change of Control (as defined in Section 13) occurs.

Performance RSUs and related Dividend Equivalents (1) that have been forfeited by Grantee pursuant to the service requirements or conduct or other provisions of Section 5 or (2) that are part of the portion of a Tranche of Performance RSUs and related Dividend Equivalents that has been cancelled as a result of the risk performance-adjustment provisions of Section 6 where the Payout Percentage for that Tranche was less than 100.00% or (3) that have been cancelled as a result of the application of a Payout Percentage of 0.00% pursuant to Section 6 to the Tranche to which they relate, are not eligible for vesting, will not settle, and will be cancelled without payment of any consideration by PNC.

The period during which Dividend Equivalents will accrue with respect to an applicable Tranche of Performance RSUs will end, and such Dividend Equivalents will cease to accrue, on the vesting date for such Tranche of Performance RSUs in accordance with Section 7.1 or on the cancellation date for such Performance RSUs in accordance with Section 5 or Section 6, as applicable.

Accrued performance-adjusted Dividend Equivalents that vest in connection with the vesting of the performance-adjusted Performance RSUs to which they relate (that is, the amount of dividend equivalents for the period from the Award Issuance Date through the vesting date on the number of related Performance RSUs that become Payout Share Units and vest) will be settled and paid out in accordance with Sections 7.2 and 7.3.

Accrued Dividend Equivalents that fail to vest will be cancelled on the cancellation date for the Performance RSUs to which they relate in accordance with Section 5 or Section 6, as applicable.

7.2 Settlement. Performance-adjusted Performance RSUs (Payout Share Units) that have vested pursuant to the provisions of Section 7.1 will be settled at the time set forth in Section 7.3 either by delivery to Grantee of that number of whole shares of PNC common stock equal to the number of vested Payout Share Units being settled or as otherwise provided in Section 9, as applicable.

No fractional shares will be delivered to Grantee. If the vested Payout 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 (as defined in Section 13) 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 7.3 if payment is made pursuant to that provision, as necessary) or in any case as otherwise provided in Section 9 if applicable.

Accrued performance-adjusted Dividend Equivalents that have vested pursuant to the provisions of Section 7.1 will be settled by payment to Grantee in cash at the same time as the time set forth in Section 7.3 for payment of the performance-adjusted Performance RSUs to which they relate.

7.3 Payout Timing. Payment will be made to Grantee in settlement of vested performance-adjusted Performance RSUs and related Dividend Equivalents as soon as practicable after the vesting date set forth in the applicable subclause of Section 7.1 for such units and related dividend equivalents, generally within 30 days but no later than December 31st of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest shall be paid with respect to any such payments hereunder.

- In the event that the vesting date pursuant to Section 7.1(i) is the date on which the performance adjustment determination pursuant to Section 6 with respect to the applicable Tranche is final or 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 31st of the calendar year in which the vesting date occurs.
- Where vesting occurs pursuant to Section 7.1(ii) upon or following Grantee's death, as the case may be, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later, the 1st day of the 3rd calendar month following the date of Grantee's death;
- Where vesting occurs pursuant to Section 7.1(iii) due to 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 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the 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 date that would have been the scheduled vesting date for such performance-adjusted Performance RSUs and related Dividend Equivalents had they vested pursuant to Section 7.1(i) rather than pursuant to Section 7.1(iii), but in no event later than December 31st of the calendar year in which such scheduled vesting date occurs.
- Where vesting occurs pursuant to Section 7.1(iii) due to the occurrence of a Change of Control and payment is scheduled, pursuant to clause (2) of the bullet above, for as soon as practicable after the date that would have been the scheduled vesting date for such performance-adjusted Performance RSUs and related Dividend Equivalents had they vested pursuant to Section 7.1(i) rather than pursuant to Section 7.1(iii) but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later (but not beyond the end of the calendar year in which vesting would have occurred pursuant to Section 7.1(i) had they

vested pursuant to Section 7.1(i) rather than pursuant to Section 7.1(iii)), the 15th day of the 3rd 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.

If there is a dispute regarding payment of a final award amount, PNC will settle the undisputed portion of the award amount, if any, within the time frame set forth above in this Section 7.3, and will settle any remaining portion as soon as practicable after such dispute is finally resolved but in any event within the time period permitted under Section 409A of the U.S. Internal Revenue Code.

8. 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 of PNC stock are issued and delivered in settlement of vested outstanding performance-adjusted Performance RSUs pursuant to Section 7.

9. Capital Adjustments.

9.1 Except as otherwise provided in Section 9.2, if applicable, if corporate transactions such as stock dividends, stock splits, spin-offs, split-offs, recapitalizations, mergers, consolidations or reorganizations of or by PNC ("Corporate Transactions") occur prior to the time, if any, that outstanding vested Performance RSUs and related Dividend Equivalents are settled and paid, the Compensation Committee or its delegate shall make those adjustments, if any, in the number, class or kind of Performance RSUs 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 7 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 7 to be paid in cash at the applicable time specified in Section 7.

All determinations hereunder shall be made by the Compensation Committee or its delegate in its sole discretion and shall be final, binding and conclusive for all purposes on all parties, including without limitation Grantee.

9.2 Upon the occurrence of a Change of Control, (a) the number, class and kind of Performance RSUs 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, (b) the value per share unit of any share-denominated award amount 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 7 will be made solely in cash at the applicable time specified by Section 7.

10. Prohibitions Against Sale, Assignment, etc.; Payment to Legal Representative

(a) Performance RSUs 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 Performance RSUs and Dividend Equivalents are settled and paid in accordance with the terms of Section 7, 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.

11. Withholding Taxes. Where all applicable withholding tax obligations have not previously been satisfied, PNC will, at the time any such 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 amounts then payable hereunder to Grantee.

Unless the Compensation Committee or other PNC Designated Person 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 such withholding is required prior to the time amounts are payable to Grantee hereunder or if such amounts are not sufficient to satisfy such obligation in full, the withholding will be taken from other compensation then payable to Grantee or as otherwise determined by PNC.

For purposes of this Section 11, shares of PNC common stock retained to satisfy applicable withholding tax requirements will be valued at their Fair Market Value (as defined in Section 13) 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. The Corporation 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.

12. Employment. Neither the awarding of the Performance RSUs and related Dividend Equivalents nor any payment with respect to such Award authorized hereunder nor any term or provision of the Award 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. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

13.1 "Agreement," "Award Agreement," "Award," "Award Issuance Date."

"Agreement" or "Award Agreement" means the Senior Leaders Deferral Program 20 Performance Restricted Share Units Award Agreement between PNC and Grantee evidencing the Performance RSUs and related Dividend Equivalents award awarded to Grantee pursuant to the Plan in accordance with the Annual Incentive Deferral Plan.

"Award" means the Performance RSUs and related Dividend Equivalents award awarded to Grantee pursuant to the Plan in accordance with the Annual Incentive Deferral Plan and evidenced by the Agreement.

"Award Issuance Date" means the Award Issuance Date set forth on page 1 of the Agreement in accordance with the Annual Incentive Deferral Plan.

13.2 "Annual Incentive Deferral Plan" means The PNC Financial Services Group, Inc. Annual Incentive Deferral Plan as amended from time to time.

13.3 "Annual Risk Performance Factor" has the meaning set forth in Sections 6.1, 6.2 and 6.4, and "Annual Risk Performance Review" has the meaning set forth in Section 6.2.

13.4 "Anticipatory Termination" If Grantee's employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 13.4, 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 13.4, “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 13.4 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.

13.5 “Board” means the Board of Directors of PNC.

13.6 “Cause” and “termination for Cause,”

Except as otherwise required by Section 13.4 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.

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.

13.7 "CEO" means the chief executive officer of PNC.

13.8 "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 13.8(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 13.8(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.

13.9 "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.

13.10 "Competitive Activity."

“Competitive Activity” while Grantee is an employee of the Corporation 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 or (2) engaged in business activities that Grantee knows PNC or any subsidiary intends to enter within the next twelve (12) months, 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.

“Competitive Activity” on or after Grantee’s Termination Date 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 13.13(a), in either case whether Grantee is acting as agent, consultant, independent contractor, employee, officer, director, investor, partner, shareholder, proprietor or in any other individual or representative capacity therein.

For purposes of Competitive Activity as defined in this Section 13.10, and for purposes of the definition of competitive activity in any other PNC restricted share unit or in any PNC restricted stock, stock option, or other equity-based award or awards held by Grantee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

13.11 “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 U.S. Internal Revenue Code.

13.12 “Corporation” means PNC and its Consolidated Subsidiaries.

13.13 “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 as defined in Section 13.10 in the continental United States at any time during the period of Grantee’s employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Performance RSUs that have not yet vested in accordance with Section 7.1 and of the Dividend Equivalents related to such Performance RSUs on the basis of such determination that Grantee has engaged in Detrimental Conduct.

13.14 “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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

13.15 “Dividend Equivalents” means the opportunity to receive dividend equivalents awarded to Grantee pursuant to the Plan in connection with the Performance RSUs to which they relate and evidenced by the Agreement.

13.16 “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.

13.17 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

13.18 “Grantee” means the person to whom the Performance RSUs with related Dividend Equivalents award is awarded, and is identified as Grantee on page 1 of the Agreement.

13.19 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

13.20 “Payout Share Units” and “vested Payout Share Units” have the meanings specified in Sections 6.5 and 7.1. Payout Share Units are the performance-adjusted number of Performance RSUs calculated in accordance with Section 6.5 that are performance eligible to vest in accordance with Section 7.1. Vested Payout Share Units are performance-adjusted Performance RSUs that have vested in accordance with Section 7.1.

13.21 “Performance RSUs” or “RSUs” 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 9 if any, awarded to Grantee pursuant to the Plan and evidenced by the Agreement.

13.22 “Person” has the meaning specified in the definition of Change of Control in Section 13.8(a).

13.23 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

13.24 “Plan Administrator” has the meaning specified in Article III of the Annual Incentive Deferral Plan.

13.25 “PNC” means The PNC Financial Services Group, Inc.

13.26 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when he or she ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

13.27 “Qualifying Retirement,” “Qualifying Disability Termination,” and “Qualifying Anticipatory Termination” will have the respective meaning specified in Section 5.3(iii), Section 5.3(iv) or Section 5.3(v), as the case may be.

13.28 “Retires” or “Retirement.” Grantee “Retires” if Grantee’s 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.”

13.29 “Review Committee” is the committee or group whose members function as the Review Committee for purposes of Section 6.

Unless and until the Compensation Committee determines to act as the Review Committee, the Review Committee will be the management-level committee, subcommittee, or group consisting of those members specified from time to time by the CEO and/or the Chief Human Resources Officer of PNC to act in such capacity for purposes of conducting reviews and making determinations pursuant to Section 6.

13.30 “Risk Performance Review Criteria” has the meaning set forth in Section 6.3.

13.31 “ROEC.” For purposes of the Risk Performance Review Criteria specified in Section 6.3, PNC’s “ROEC” (return on economic capital) for a given performance year will be calculated as earnings for the applicable performance year, divided by average economic capital for the same calendar year.

Earnings. Earnings will mean PNC’s publicly-reported earnings for the applicable calendar year adjusted, on an after-tax basis, for the impact of the items set forth under the heading “Earnings Adjustments” below.

Economic Capital. Economic capital will mean total economic capital for PNC on a consolidated basis as that term is used by PNC for its internal measurement purposes. Average economic capital for the applicable calendar year will mean the average of the economic capital values at the following points: beginning of period, end of period, and at each intermediate quarter-end in the period. For example, for the calendar year 20 period, this would be the average of the economic capital values at the following dates: December 31, 2012 (for the beginning of period value), December 31, 20 (for the end of period value), and March 31, 20 , June 30, 20 and September 30, 20 (for the intermediate points).

Earnings Adjustments. For purposes of calculating PNC’s ROEC for a given performance year, publicly-reported earnings results for that year will be adjusted, on an after-tax basis, for the impact of any of the following where such impact occurs during the given year:

- extraordinary items (as such term is used under GAAP);
- items resulting from a change in tax law;
- discontinued operations;
- acquisition costs and merger integration costs;
- any costs or expense arising from specified Visa litigation (including Visa-litigation-related expenses/charges recorded for obligations to Visa with respect to the costs of specified litigation or the gains/reversal of expense recognized in connection with such obligations) and any other gains recognized on the redemption or sale of Visa shares as applicable;
- acceleration of the accretion of any remaining issuance discount in connection with the redemption of any preferred stock, and any other charges or benefits related to the redemption of trust preferred or other preferred securities; and

- the net impact on PNC of significant gains or losses related to BlackRock transactions (similar to the adjustment provided for in PNC's Incentive Performance Units awards in an earlier year to members of PNC's Corporate Executive Group that included adjusting 2009 results to exclude the 4th quarter 2009 gain related to BlackRock's acquisition of Barclays Global Investors).

13.32 "SEC" means the United States Securities and Exchange Commission.

13.33 "Section 409A" means Section 409A of the United States Internal Revenue Code.

13.34 "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.

13.35 "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.

13.36 "Tranche" means one of the four installments into which the Performance RSUs and related Dividend Equivalents of the Award have been divided as specified in Section 3.

14. Grantee Covenants.

14.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 14 and 15 by virtue of receiving this Performance RSUs and Dividend Equivalents award (regardless of whether such share units and dividend equivalents, 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.

14.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 14.2 while employed by the Corporation and for a period of one year after Grantee's Termination Date regardless of the reason for such termination of employment.

(a) Non-Solicitation. Grantee shall not, directly or indirectly, either for Grantee's own benefit or purpose or for the benefit or purpose of any Person other than PNC or any of its subsidiaries, solicit, call on, do business with, or actively interfere with PNC's or any subsidiary's relationship with, or attempt to divert or entice away, any Person that Grantee should reasonably know (i) is a customer of PNC or any subsidiary for which PNC or any subsidiary provides any services as of 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 14.2 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.

14.3 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.

14.4 Ownership of Inventions. Grantee shall promptly and fully disclose to PNC any and all inventions, discoveries, improvements, ideas or other works of inventorship or authorship, whether or not patentable, that have been or will be conceived and/or reduced to practice by Grantee during the term of Grantee's employment with the Corporation, whether alone or with others, and that are (a) related directly or indirectly to the business or activities of PNC or any of its subsidiaries or (b) developed with the use of any time, material, facilities or other resources of PNC or any subsidiary ("Developments"). Grantee agrees to assign and hereby does assign to PNC or its designee all of Grantee's right, title and interest, including copyrights and patent rights, in and to all Developments. Grantee shall perform all actions and execute all instruments that PNC or any subsidiary shall deem necessary to protect or record PNC's or its designee's interests in the Developments. The obligations of this Section 14.4 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

15. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

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

15.2 Equitable Remedies. A breach of the provisions of any of Sections 14.2, 14.3 or 14.4 will cause the Corporation irreparable harm, and the Corporation will therefore be entitled to issuance of immediate, as well as permanent, injunctive relief restraining Grantee, and each and every person and entity acting in concert or participating with Grantee, from initiation and/or continuation of such breach.

15.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 14.2 by legal proceedings, the period during which Grantee shall comply with said provisions will extend for a period of twelve (12) months from the date the Corporation institutes legal proceedings for injunctive or other relief.

15.4 No Waiver. Failure of PNC to demand strict compliance with any of the terms, covenants or conditions of the Agreement 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.

15.5 Severability. The restrictions and obligations imposed by Sections 14.2, 14.3, 14.4, 15.1 and 15.7 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.

15.6 Reform. In the event any of Sections 14.2, 14.3 and 14.4 are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which said restriction applies, it is the intent of Grantee and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitations considered enforceable by the court.

15.7 Waiver of Jury Trial. Each of Grantee and PNC hereby waives any right to trial by jury with regard to any suit, action or proceeding under or in connection with any of Sections 14.2, 14.3 and 14.4.

15.8 Compliance with 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.

15.9 Applicable Law; Clawback. Notwithstanding anything in the Agreement, PNC will not be required to comply with any term, covenant or condition of the Agreement if and to the extent prohibited by law, including but not limited to federal banking and securities regulations, or as otherwise directed by one or more regulatory agencies having jurisdiction over PNC or any of its subsidiaries.

Further, to the extent 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, adjustment or similar policy of PNC in effect on the Award Issuance Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

15.10 Subject to the Plan and Interpretations. 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, or the Plan Administrator, whether made or issued before or after the Award Issuance Date.

15.11 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.

15.12 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.

16. 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 Issuance Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

RESTRICTED STOCK

Long-Term Restricted Stock Award
Restricted Periods: Three Annual Tranches

THE PNC FINANCIAL SERVICES GROUP, INC.
1996 EXECUTIVE 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 12 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. 1996 Executive 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 15 and is subject to the terms and conditions of the Agreement and the Plan.

For purposes of determining 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 of these shares (rounded down to the nearest whole share) are in the First Tranche of Restricted Shares;
- (b) one-half of the remaining shares (rounded down to the nearest whole share) are in the Second Tranche of Restricted Shares; and
- (c) the remainder of the 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. 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 the Restricted Shares, or applicable portion thereof where different, 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 15, 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. 1996 Executive 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 8 on failure to meet applicable 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: Capital Adjustments.

(a) Except as provided in Sections 5 through 9 and subject to Sections 14 and 15, 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 15, 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.

(b) 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 shall be subject to the same 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.

5. Dividends. Once the Agreement is effective in accordance with Section 15 and the Restricted Shares are issued, cash dividends, if any, on outstanding Restricted Shares will be paid to Grantee as a shareholder

on a current basis (subject to any suspension pursuant to Section 8.3, if applicable) unless and until such shares are forfeited pursuant to Section 8. Except as otherwise provided in Section 8 and Section 14.9, forfeiture and cancellation of Restricted Shares will have no effect on cash dividends paid to Grantee pursuant to this Section 5 with respect to dividend record dates that occurred prior to such forfeiture and or cancellation.

6. No Service Requirement; Tax Withholding.

6.1 No Service Requirement. Grantee must be an employee of the Corporation on the Award Date and when Grantee accepts the Award pursuant to Section 15. There is no continuing service requirement for the Award.

6.2 Tax Withholding. Any Federal, state or local taxes required to be paid in connection with the grant of the Restricted Shares award shall be paid as set forth in Section 9.3(a) and Section 10.

7. Transfer Restrictions; Payment to Legal Representative.

(a) Restricted Shares may not be sold, assigned, transferred, exchanged, pledged, or otherwise alienated or hypothecated 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 to Grantee by PNC pursuant to Section 9, provided that shares may be transferred to and retained by PNC for taxes pursuant to Sections 6.2, 9 and 10.

(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, or retained by PNC for taxes pursuant to Sections 6.2, 9 and 10, shall extinguish all right to payment hereunder.

8. Forfeiture Provisions: Forfeiture on Failure to Meet Applicable Conduct Conditions. Restricted Shares are subject to satisfaction of the applicable conduct conditions set forth in this Section 8. 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 8, 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.

8.1 Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause (as defined in Section 12) prior to the 3rd anniversary of the Award Date and prior to the occurrence of a Change of Control (as defined in Section 12), if any, then all 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 as of Grantee's Termination Date.

8.2 Detrimental Conduct. At any time prior to the date that such Restricted Shares vest in accordance with Section 9 or are cancelled pursuant to other provisions of the Agreement, Restricted Shares and related dividends, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to the extent that PNC determines in its sole discretion to so cancel all or a specified portion of the Restricted Shares and related dividends on the basis of its determination that Grantee has engaged in Detrimental Conduct as set forth in Section 12.12, whether such determination is made during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death and 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; (ii) no determination that Grantee has engaged in Detrimental Conduct may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control; and (iii) no determination that Grantee has engaged in Detrimental Conduct may be made after the occurrence of a Change of Control.

8.3 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 in accordance with Section 9, the vesting of any such Restricted Shares shall be automatically suspended and any dividends that would otherwise be paid to Grantee with respect to such shares shall be held by PNC during such suspension.

Such suspension 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, such Restricted Shares, together with any related dividends being held by PNC, will, upon such occurrence, be automatically forfeited by Grantee to PNC, will not vest or be eligible to vest, and will be 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 of those Restricted Share shall proceed in accordance with Section 9 and any dividends being held by PNC during such suspension shall be paid to Grantee, as applicable. No interest shall be paid with respect to any suspended payments.

9. Restricted Period, 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 where different, is the period from the Award Date until the time the Restricted Shares, or applicable portion thereof where different, vest and are released from restriction pursuant to the applicable provisions of this Section 9.

9.2 Vesting. The Restricted Shares (or applicable portion thereof, where different) will vest upon the earliest to occur of the events set forth in the subclauses below, provided that such shares have not been forfeited prior to such vesting event pursuant to any of the provisions of Section 8 and remain outstanding at that time:

- (i) on the 1st, 2nd or 3rd anniversary of the Award Date, as the case may be, with respect to the First, Second or Third Tranche of Restricted Shares, as applicable,

or, if later, on the date as of which any suspension imposed with respect to those shares pursuant to Section 8.3 is lifted without forfeiture of such shares and they vest, as applicable;

- (ii) on the date of Grantee's death;
- (iii) as of the end of the day immediately preceding the day a Change of Control occurs; and
- (iv) on the date such shares are retained by PNC for withholding taxes in accordance with Sections 9.3(a) and 10.

Restricted Shares that have been forfeited by Grantee pursuant to the provisions of Section 8 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.

(a) To the extent that the Restricted Shares in a Tranche or Tranches become substantially vested as defined in 26 CFR 1.83-3(b) prior to the time that those shares otherwise vest in accordance with subclause (i), (ii) or (iii) of Section 9.2 above, a portion of the shares in each such Tranche of the Restricted Shares sufficient in amount to satisfy the minimum amount of Federal, state and local taxes then required to be withheld in connection therewith shall, notwithstanding anything in the Agreement to the contrary, be issued, vest, be released such that they become transferable to PNC, and be retained by PNC for such purpose in accordance with Section 10.

(b) Restricted Shares that remain outstanding and have not been forfeited and cancelled pursuant to one of the forfeiture provisions of Section 8 and that vest pursuant to Section 9.2 will be released from the forfeiture provisions and transfer restrictions of the Agreement. Except as otherwise provided in Section 9.3(a) above, released shares will be settled at the time set forth in this Section 9.3(b) 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 6.2, Section 9.3(a) and/or Section 10 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 with respect to such shares have been satisfied), following the applicable vesting date set forth in Section 9.2 above.

10. Payment of Taxes. Where Grantee has not previously satisfied all applicable withholding tax obligations, PNC will, at the time the tax withholding obligation arises, retain sufficient whole shares of PNC common stock from Restricted Shares released pursuant to Section 9 to satisfy the minimum amount of taxes then required to be withheld by the Corporation in connection with the shares. 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 on the date the tax withholding obligation arises.

PNC will not retain more than the number of shares sufficient to satisfy the minimum amount of taxes then required to be withheld in connection with the Restricted Shares. If Grantee desires to have an additional amount withheld above the required minimum, up to Grantee's W-4 obligation if higher, and if PNC so permits, Grantee may elect to satisfy this additional withholding by payment of cash. Any such tax election shall be made pursuant to a form provided by PNC. If Grantee's W-4 obligation does not exceed the required minimum withholding in connection with the Restricted Shares, no additional withholding may be made.

11. Employment. Neither the Award and the issuance of the Restricted Shares nor any term or provision of the Agreement shall constitute or be evidence of any understanding, expressed or implied, on the part of PNC or any subsidiary to employ Grantee for any period or in any way alter Grantee's status as an employee at will.

12. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

12.1 "Agreement" means the Restricted Stock Award Agreement between PNC and Grantee evidencing the Award granted to Grantee pursuant to the Plan.

12.2 "Award" and "Award Date." "Award" means the Award of Restricted Shares 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 in accordance with the Plan.

12.3 "Board" means the Board of Directors of PNC.

12.4 "Cause" and "termination for Cause."

For purposes of the Agreement, "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.

12.5 "CEO" means the chief executive officer of PNC.

12.6 "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 12.6(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 12.6(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.

12.7 “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.

12.8 “Competitive Activity.”

“Competitive Activity” while Grantee is an employee of the Corporation 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 or (2) engaged in business activities that Grantee knows PNC or any subsidiary intends to enter within the next twelve (12) months, 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.

“Competitive Activity” on or after Grantee’s Termination Date 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 subsection (a), clause (ii) of the definition of Detrimental Conduct in Section 12.12, 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.

For purposes of Competitive Activity as defined in this Section 12.8, and for purposes of the definition of competitive activity in any other PNC restricted share unit or in any PNC restricted stock, stock option, or other equity-based award or awards held by Grantee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

12.9 “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.

12.10 “Corporation” means PNC and its Consolidated Subsidiaries.

12.11 “Designated Person” or “PNC Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when he ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

12.12 “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 as defined in Section 12.8 in the continental United States at any time during the period of Grantee’s employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Restricted Shares that have not yet vested in accordance with Section 9 and of the dividends related to such Restricted Shares on the basis of such determination that Grantee has engaged in Detrimental Conduct.

12.13 “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.

12.14 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

12.15 “Grantee” means the person to whom the Restricted Shares Award is granted, and is identified as Grantee on page 1 of the Agreement.

12.16 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

12.17 “Person” has the meaning specified in the definition of “Change of Control” in Section 12.6.

12.18 “Plan” means The PNC Financial Services Group, Inc. 1996 Executive Incentive Award Plan as amended from time to time.

12.19 “PNC” means The PNC Financial Services Group, Inc.

12.20 “Restricted Period” has the meaning specified in Section 9.

12.21 “Restricted Shares” has the meaning specified in Section 2.

12.22 “SEC” means the United States Securities and Exchange Commission.

12.23 “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.

12.24 “Shares” means shares of PNC common stock.

12.25 “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.

12.26 “Tranche(s)” and “First, Second and Third Tranches” have the meanings set forth in Section 2.

13. Grantee Covenants.

13.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 13 and 14 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.

13.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 13.2 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 other than for Cause, death or disability and such termination is in anticipation of a Change of Control (that is, the termination occurs prior to the date on which a Change of Control occurs and it is reasonably demonstrated by Grantee that such termination of employment was at the request of a third party that has taken steps reasonably calculated to effect a Change of Control or otherwise arose in connection with or in anticipation of a Change of Control), then commencing immediately after such Termination Date, the provisions of subsections (a) and (b) of this Section 13.2 will no longer apply and will be replaced with the following subsection (c):

(c) No-Hire. Grantee agrees that Grantee shall not, for a period of one year after 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.

13.3 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.

13.4 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 13.4 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

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 Equitable Remedies. A breach of the provisions of any of Sections 13.2, 13.3 or 13.4 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.

14.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 13.2 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.

14.4 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.

14.5 Severability. The restrictions and obligations imposed by Sections 13.2, 13.3, 13.4, 14.1 and 14.7 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.

14.6 Reform. In the event any of Sections 13.2, 13.3 and 13.4 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.

14.7 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 13.2, 13.3 and 13.4.

14.8 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.

14.9 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, adjustment 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.

14.10 Subject to the Plan and Interpretations. 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.

14.11 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.

14.12 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. The Restricted Shares will be issued as soon as administratively practicable.

Grantee will not have any of the rights of a shareholder with respect to the Restricted Shares as set forth in Sections 4 and 5, 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 15.

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 15, then upon the effectiveness of the Agreement, the Corporation will make a cash payment to Grantee equivalent to the amount of the dividends that Grantee would have received with respect to those of the Restricted Shares that would have been outstanding on such record date after giving effect to Section 9.3(a) and Section 10 had those 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:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

RESTRICTED SHARE UNITS

Standard Long-Term Incentive Program RSUs

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

20 LONG-TERM INCENTIVE AWARD PROGRAM

* * *

STOCK-PAYABLE RESTRICTED SHARE UNITS

AWARD AGREEMENT

* * *

GRANTEE: [Name]

AWARD GRANT DATE: , 20

RESTRICTED SHARE UNITS: [number] share units

1. Definitions. Certain terms used in this Stock-Payable Restricted Share Units Award Agreement (the “Agreement” or “Award Agreement”) are defined in Section 12 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 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 Share-denominated award opportunity of stock-payable 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”), payable in cash, with respect to those share units (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 to 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 related Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Agreement until vesting 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, generally in shares of PNC common stock, pursuant to and in accordance with the terms of Section 6. Restricted Share Units that are forfeited by Grantee

pursuant to and in accordance with the terms of the service or conduct provisions 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 those Dividend Equivalents relate and therefore shall terminate, without payment of any consideration by PNC, upon the cancellation or vesting, whichever is applicable, of the Restricted Share Units to which those Dividend Equivalents relate.

4. Dividend Equivalents.

Dividend Equivalents. These Dividend Equivalents are related to the Restricted Share Units, and Dividend Equivalents payments are applicable for the period during which the Restricted Share Units to which they relate are outstanding. Dividend Equivalents apply to the period from and after the Award Grant Date until such time as the Restricted Share Units granted in connection with those Dividend Equivalents either (i) vest pursuant to and in accordance with the terms of Section 6 or (ii) 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 related 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 applicable 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. 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 the dividend record date for such dividend. 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 also subject to the additional conditions set forth below.

Additional Conditions. Except as otherwise provided in Sections 5.4(b), 12.11, and 14.9, 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 after the dividend record date for a quarter but before the related dividend payment date, the Corporation will nonetheless make such a quarterly dividend equivalents payment to Grantee with respect to that record date, if any.

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. No interest shall be paid with respect to any suspended payments. 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.

5. Forfeiture Provisions; Termination Upon Failure to Meet Applicable Conditions

5.1 Termination 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 this Section 5, the Award will terminate with respect to such Restricted Share Units and related Dividend Equivalents, and neither Grantee nor any successors, heirs, assigns or legal representatives of Grantee will thereafter have any further rights or interest in such Restricted Share Units or the related right to Dividend Equivalents evidenced by the Agreement.

5.2 Service Requirements. Grantee will meet the service requirements with respect to the Restricted Share Units, or applicable portion thereof if so specified, if Grantee meets the conditions of any of the subclauses below. If more than one of the following subclauses is applicable with respect to those Restricted Share Units, Grantee will have met the service requirements for the Award upon the first to occur of such conditions.

- (i) Grantee continues to be an employee of the Corporation through and including the day immediately preceding the 3rd anniversary of the Award Grant Date.
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be an employee of the Corporation until such time as Grantee's employment is terminated by the Corporation by reason of Grantee's Disability (as defined in Section 12).
- (iv) Grantee continues to be employed by the Corporation until such time as Grantee Retires (as defined in Section 12) provided that such Retirement Date occurs no earlier than the 1st anniversary of the Award Grant Date and such Retirement is a Qualifying Retirement Termination of employment as defined below and where Grantee's employment was not terminated by the Corporation for Cause (as defined in Section 12).
- (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 12).
- (vi) Grantee continues to be employed by the Corporation through the day immediately prior to the date a Change of Control (as defined in Section 12) occurs.
- (vii) The Committee or other PNC Designated Person (as defined in Section 12) determines, in its sole discretion and prior to Grantee's Termination Date, that, with respect to all or a specified portion of Grantee's then outstanding Restricted Share Units that have not yet vested, the service requirements will be deemed to have been satisfied with respect to such share units; provided that if the Committee or other PNC Designated Person determines, in its sole discretion, that such deemed satisfaction of the service requirements shall be subject to any accompanying restrictions, terms or conditions, then such conditions shall have been timely satisfied (or shall be deemed to have been timely satisfied upon the earlier occurrence of Grantee's death or of a Change of Control) no later than by the end of the day immediately preceding the 3rd anniversary of the Award Grant Date.

Qualifying Retirement Termination. Grantee's termination of employment will be considered to be a Qualifying Retirement Termination for purposes of this Award if all of the following conditions are met:

- (1) Grantee's termination of employment is a Retirement (as defined in Section 12);
- (2) Grantee's employment was not terminated by the Corporation for Cause (as defined in Section 12); and
- (3) Grantee's termination of employment occurs on or after the 1st anniversary of the Award Grant Date.

5.3 Forfeiture Upon Failure to Meet Service Requirements.

(a) Except as otherwise provided in subsection (b) below, if, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements with respect to all or a portion of the Award as set forth in Section 5.2 prior to or as of Grantee's Termination Date (as defined in Section 12), then all such 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 Dividend Equivalents related

to those 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.

(b) If, at the time Grantee ceases to be employed by the Corporation, Grantee could still satisfy the service requirements for all or a portion of the Award pursuant to Section 5.2(vii) provided that Grantee satisfies all of the conditions, if any, required by the Committee or other PNC Designated Person for such provision to apply within the time so specified by the Committee or other PNC Designated Person and/or that provision, then the potential forfeiture of that portion of the Award for failure to meet the service requirements set forth in Section 5.2 (and payment with respect to Dividend Equivalents with respect to that portion of the Award) will be suspended until the earliest to occur of the following: (1) Grantee's failing to meet the service requirements of Section 5.2 upon the failure to satisfy such conditions at all or to satisfy such conditions within any time period specified by the Committee or other PNC Designated Person for such purpose or, if earlier or if no such time period is specified by the Committee or other PNC Designated Person, within the time period otherwise specified in such provision (i.e., no later than by the end of the day immediately preceding the 3rd anniversary of the Award Grant Date); (2) the timely satisfaction of such conditions, if any, such that Grantee is considered to have met the service requirements of Section 5.2 for purposes of that portion of the Award; (3) Grantee's death; or (4) the occurrence of a Change of Control.

If such suspension is resolved adverse to Grantee pursuant to clause (1) above, then all outstanding Restricted Share Units, together with all payments with respect to the related Dividend Equivalents that had been suspended pending such resolution, will be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC effective as of Grantee's Termination Date.

If such suspension is resolved pursuant to clause (2) above or by the occurrence of an event set forth in clause (3) or (4) above, then vesting 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.

5.4 Forfeiture Upon Termination for Cause or Pursuant to Detrimental Conduct Provisions

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 3rd anniversary of the Award Grant 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 Dividend Equivalents related to those 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.

(b) Detrimental Conduct. At any time prior to the date that such Restricted Share Units vest in accordance with Section 6, Restricted Share Units and related Dividend Equivalents, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to the extent that PNC determines in its sole discretion to so cancel all or a specified portion of the Restricted Share Units and related Dividend Equivalents on the basis of its determination that Grantee has engaged in Detrimental Conduct as set forth in Section 12.11, whether such determination is made during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death and Detrimental Conduct will not apply to conduct by or activities of successors to the Restricted Share Units by will or the laws of descent and distribution in the event of Grantee's death; (ii) in the event that Grantee's termination of employment was an Anticipatory Termination, no determination that Grantee has engaged in Detrimental Conduct may be made on or after Grantee's Termination Date; (iii) no determination that Grantee has engaged in Detrimental Conduct may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control; and (iv) no determination that Grantee has engaged in Detrimental Conduct may be made after the occurrence of a Change of Control (as defined in Section 12).

5.5 Suspension and Forfeiture 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, the vesting of those Restricted Share Units and any further Dividend Equivalent payments shall be automatically suspended.

Such suspension of vesting shall continue until the earliest to occur of the following:

(1) resolution of the criminal proceedings in a manner that results in a conviction (including a plea of guilty or 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, those 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, will not vest or be eligible to vest, and will be 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 of those 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.

6.1 Vesting. Grantee's Restricted Share Units will vest upon the earliest to occur of the events set forth in the subclauses below, provided that those Restricted Share Units have not been forfeited prior to such event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

(i) the 3rd anniversary of the Award Grant Date or, if later, on the date as of which any suspension imposed with respect to those Restricted Share Units pursuant to Section 5.5 is lifted without forfeiture of the units and the units vest, as applicable;

(ii) the date of Grantee's death; and

(iii) the end of the day immediately preceding the day a Change of Control (as defined in Section 12) occurs.

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 such Restricted Share Units will end and such Dividend Equivalents will terminate either on the vesting date for such 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. 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 outstanding vested Restricted Share Units being settled or as otherwise provided pursuant to Section 8 if applicable.

No fractional shares will be delivered to Grantee. If the vested Restricted Share Units being settled 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 (as defined in Section 12) of PNC common stock as of the vesting date (or as of the scheduled payment date pursuant to subsection (2) of the third bullet under Section 6.3 if payment is made pursuant to that provision as necessary) or in any case as otherwise provided in Section 8 if applicable.

Delivery of shares and/or other payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements with respect to such payment have been satisfied.

6.3 Payout Timing. Payment will be made to Grantee in settlement of outstanding Restricted Share Units that have vested as soon as practicable after the vesting date set forth in the applicable subclause of Section 6.1 for such Restricted Share Units, generally within 30 days but no later than December 31st of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest shall be paid with respect to any such payments hereunder.

- 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 31st of the calendar 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 31st of the calendar year in which Grantee's death occurred or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(iii) due to 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 Internal Revenue Code, payment will be made as soon as practicable after the Change of Control date, but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.
 - (2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code, then payment will be made as soon as practicable after the 3rd anniversary of the Award Grant Date (the date that would have been the scheduled vesting date for such Restricted Share Units had they vested pursuant to Section 6.1(i) rather than pursuant to Section 6.1(iii)), but in no event later than December 31st of the calendar year in which such scheduled vesting date occurs.
- Where vesting occurs pursuant to Section 6.1(iii) due to the occurrence of a Change of Control and payment is scheduled, pursuant to subsection (2) of the bullet above, for as soon as practicable after the 3rd anniversary of the Award Grant Date, but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later but not beyond the end of the calendar year in which the 3rd anniversary of the Award Grant Date occurs, the 15th day of the 3rd calendar month following the date of Grantee's death.

7. 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 outstanding vested Restricted Share Units pursuant to and in accordance with Section 6.

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 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 (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 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 of any share-denominated award amount 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 outstanding vested Restricted Share Units 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 all applicable withholding tax obligations have not previously been satisfied, PNC will, at the time any such 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 amounts then payable hereunder to Grantee or, if none, from other compensation then payable to Grantee, or as otherwise determined by PNC.

Unless the Compensation Committee or other PNC Designated Person determines otherwise, where amounts are then payable hereunder to Grantee in the form of shares of PNC common stock, the Corporation will retain whole shares from any such amounts until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligation. In the event that amounts are not then payable hereunder to Grantee in the form of shares or that such withholdings are otherwise not sufficient to meet the minimum amount of taxes then

required to be withheld, withholding will be made from any amounts then payable hereunder to Grantee that are settled in cash until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligation.

If any withholding is required prior to the time amounts are payable to Grantee hereunder or if such amounts are not sufficient to satisfy such obligation in full, 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 12) 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. The Corporation 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 award 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. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

12.1 "Agreement," "Award Agreement," "Award," "Award Grant Date."

"Agreement" or "Award Agreement" means the Stock-Payable Restricted Share Units Award Agreement between PNC and Grantee evidencing the Restricted Share Units with related Dividend Equivalents award granted to Grantee pursuant to the Plan.

"Award" means the Restricted Share Units with 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 Committee in accordance with the Plan.

12.2 "Anticipatory Termination" If Grantee's employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 12.2, 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 12.2, "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 12.2 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.

12.3 "Board" means the Board of Directors of PNC.

12.4 "Cause" and "termination for Cause."

Except as otherwise required by Section 12.2 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.

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.

12.5 "CEO" means the chief executive officer of PNC.

12.6 "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 12.6(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 12.6(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.

12.7 “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.

12.8 “Competitive Activity.”

“Competitive Activity” while Grantee is an employee of the Corporation 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 or (2) engaged in business activities that Grantee knows PNC or any subsidiary intends to enter within the next twelve (12) months, 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.

“Competitive Activity” on or after Grantee’s Termination Date 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 12.11(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.

For purposes of Competitive Activity as defined in this Section 12.8, and for purposes of the definition of competitive activity in any other PNC restricted share unit or in any PNC restricted stock, stock option, or other equity-based award or awards held by Grantee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

12.9 **“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.

12.10 **“Corporation”** means PNC and its Consolidated Subsidiaries.

12.11 **“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 as defined in Section 12.8 in the continental United States at any time during the period of Grantee’s employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Restricted Share Units that have not yet vested in accordance with Section 6 and of the Dividend Equivalents related to such Restricted Share Units, including Dividend Equivalents related to such Restricted Share Units that may already have been paid to Grantee, on the basis of such determination that Grantee has engaged in Detrimental Conduct.

12.12 **“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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

12.13 “Dividend Equivalents” means the opportunity to receive dividend equivalents granted to Grantee pursuant to the Plan in connection with the Restricted Share Units to which they relate and evidenced by the Agreement.

12.14 “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.

12.15 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

12.16 “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.

12.17 “Internal Revenue Code” or “U.S. Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended and the rules and regulations promulgated thereunder.

12.18 “Person” has the meaning specified in the definition of Change of Control in Section 12.6(a).

12.19 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

12.20 “PNC” means The PNC Financial Services Group, Inc.

12.21 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when he or she ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

12.22 “Qualifying Retirement Termination” has the meaning specified in Section 5.2.

12.23 “Restricted Share Units” or “RSUs” means the Share-denominated award opportunity of the number of restricted share units specified as the Restricted Share Units on page 1 of the Agreement, subject to capital adjustments pursuant to Section 8 if any, granted to Grantee pursuant to the Plan and evidenced by the Agreement.

12.24 “Retires” or “Retirement.” Grantee “Retires” if Grantee’s 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 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.”

12.25 “Retiree.” Grantee is sometimes referred to as a “Retiree” if Grantee Retires, as defined in Section 12.24.

12.26 “SEC” means the United States Securities and Exchange Commission.

12.27 “Section 409A” means Section 409A of the United States Internal Revenue Code.

12.28 “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.

12.29 “Share” means a share of PNC common stock.

12.30 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under 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.

13. Grantee Covenants.

13.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 13 and 14 by virtue of receiving this Restricted Share Units with related 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.

13.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 13.2 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 13.2 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.

13.3 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.

13.4 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 13.4 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

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 Equitable Remedies. A breach of the provisions of any of Sections 13.2, 13.3 or 13.4 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.

14.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 13.2 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.

14.4 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.

14.5 Severability. The restrictions and obligations imposed by Sections 13.2, 13.3, 13.4, 14.1 and 14.7 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.

14.6 Reform. In the event any of Sections 13.2, 13.3 and 13.4 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.

14.7 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 13.2, 13.3 and 13.4.

14.8 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.

14.9 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 any 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, adjustment 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.

14.10 Subject to the Plan and Interpretations. 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.

14.11 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.

14.12 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 so executed by Grantee. Otherwise, upon such 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:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

STOCK-PAYABLE RESTRICTED SHARE UNITS

AWARD AGREEMENT

* * *

GRANTEE: [Name]
AWARD GRANT DATE: , 20
RESTRICTED SHARE UNITS: [number] share units

1. Definitions. Certain terms used in this Stock-Payable Restricted Share Units Award Agreement (the “Agreement” or “Award Agreement”) are defined in Section 12 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 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 Share-denominated award opportunity of stock-payable 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”), payable in cash, with respect to those share units (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 to the Plan.

3. Terms of Award. For purposes of determining the service, conduct, and other conditions and provisions applicable to each portion of the RSUs and related Dividend Equivalents under the Agreement, the Award is divided into three installments or tranches. This includes the conditions set forth in Section 4 related to Dividend Equivalents and the conditions set forth in Sections 5 and 6 relating to specified service conditions and service related forfeiture provisions for each tranche, conduct-related provisions, and vesting and settlement provisions for each tranche.

The three Restricted Share Units and related Dividend Equivalents “Tranches” are set forth below:

- one-fourth of the Share Units (rounded down to the nearest whole unit) are in the first tranche (“1st Tranche”);
- one-third of the remaining Share Units (rounded down to the nearest whole unit) are in the second tranche (“2nd Tranche”); and
- the remainder of the Share Units are in the third tranche (“3rd Tranche”).

Restricted Share Units and Dividend Equivalents are not transferable. The Restricted Share Units and related Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Agreement until vesting of the Restricted Share Units in accordance with the terms of the Agreement.

Provided that a Restricted Share Units' Tranche is not forfeited in accordance with the terms of Section 5 and vests in accordance with the terms of Section 6, that Tranche of RSUs will be settled and paid out, generally in shares of PNC common stock, pursuant to and in accordance with the terms of Section 6. Restricted Share Units that are forfeited by Grantee pursuant to and in accordance with the terms of the service or conduct provisions 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 Tranche of Restricted Share Units to which those Dividend Equivalents relate and therefore shall terminate, without payment of any consideration by PNC, upon the cancellation or vesting, whichever is applicable, of the Tranche of Restricted Share Units to which those Dividend Equivalents relate.

4. Dividend Equivalents.

Dividend Equivalents. These Dividend Equivalents are related to the Restricted Share Units, and Dividend Equivalents 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 Grant Date until such time as the applicable Tranche of Restricted Share Units granted in connection with those 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 related 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 applicable 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. 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 the dividend record date for such dividend. 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 also subject to the additional conditions set forth below.

Additional Conditions. Except as otherwise provided in Sections 5.4(b), 12.11, and 14.9, 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 after the dividend record date for a quarter but before the related dividend payment date, the Corporation will nonetheless make such a quarterly dividend equivalents payment to Grantee with respect to that record date, if any.

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. No interest shall be paid with respect to any suspended payments. 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.

5. Forfeiture Provisions: Termination Upon Failure to Meet Applicable Conditions

5.1 Termination Upon Forfeiture of Units The Award is subject to the forfeiture provisions set forth in this Section 5. Upon forfeiture and cancellation of a Tranche or Tranches, as the case may be, of 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 with respect to such Tranche or Tranches of RSUs and related Dividend Equivalents, 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 with respect to such Tranche or Tranches of RSUs and related Dividend Equivalents, as applicable.

5.2 Service Requirements Grantee will meet the service requirements of the Award with respect to the Restricted Share Units, or applicable portion thereof if so specified, if Grantee meets the conditions of any of the subclauses below. If more than one of the following subclauses is applicable with respect to those RSUs, Grantee will have met the service requirements for such RSUs upon the first to occur of such conditions.

- (i) Grantee continues to be an employee of the Corporation through and including the day immediately preceding the 3^d, 4th, or 5th anniversary of the Award Grant Date, as the case may be, with respect to the 1st, 2nd, or 3rd Tranche of the RSUs, as applicable.
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be an employee of the Corporation until such time as Grantee's employment is terminated by the Corporation by reason of Grantee's Disability (as defined in Section 12).
- (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 12).
- (v) Grantee continues to be employed by the Corporation through the day immediately prior to the date a Change of Control (as defined in Section 12) occurs.
- (vi) The Committee or other PNC Designated Person (as defined in Section 12) determines, in its sole discretion and prior to Grantee's Termination Date, that, with respect to all or a specified portion of Grantee's then outstanding Restricted Share Units that have not yet vested, the service requirements will be deemed to have been satisfied with respect to such share units; provided that if the Committee or other PNC Designated Person determines, in its sole discretion, that such deemed satisfaction of the service requirements shall be subject to any accompanying restrictions, terms or conditions, then such conditions shall have been timely satisfied (or shall be deemed to have been timely satisfied upon the earlier occurrence of Grantee's death or of a Change of Control) no later than by the end of the day immediately preceding the 5th anniversary of the Award Grant Date.

5.3 Forfeiture Upon Failure to Meet Service Requirements

(a) Except as otherwise provided in subsection (b) below, if, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements for the Award as set forth in Section 5.2 with respect to one or more Tranches of RSUs prior to or as of Grantee's Termination Date (as defined in Section 12), 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 Dividend Equivalents related to those 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.

(b) If, at the time Grantee ceases to be employed by the Corporation, Grantee could still satisfy the service requirements for all or a portion of the Award pursuant to Section 5.2(vi) provided that Grantee satisfies all of the conditions, if any, required by the Committee or other PNC Designated Person for such provision to apply

within the time so specified by the Committee or other PNC Designated Person and/or that provision, then the potential forfeiture of that portion of the Award for failure to meet the service requirements set forth in Section 5.2 (and payment with respect to Dividend Equivalents with respect to that portion of the Award) will be suspended until the earliest to occur of the following: (1) Grantee's failing to meet the service requirements of Section 5.2 upon the failure to satisfy such conditions at all or to satisfy such conditions within any time period specified by the Committee or other PNC Designated Person for such purpose or, if earlier or if no such time period is specified by the Committee or other PNC Designated Person, within the time period otherwise specified in such provision (i.e., no later than by the end of the day immediately preceding the 5th anniversary of the Award Grant Date); (2) the timely satisfaction of such conditions, if any, such that Grantee is considered to have met the service requirements of Section 5.2 for purposes of that portion of the Award; (3) Grantee's death; or (4) the occurrence of a Change of Control.

If such suspension is resolved adverse to Grantee pursuant to clause (1) above, then all outstanding Restricted Share Units, together with all payments with respect to the related Dividend Equivalents that had been suspended pending such resolution, will be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC effective as of Grantee's Termination Date.

If such suspension is resolved pursuant to clause (2) above or by the occurrence of an event set forth in clause (3) or (4) above, then vesting 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.

5.4 Forfeiture Upon Termination for Cause or Pursuant to Detrimental Conduct Provisions

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 5th anniversary of the Award Grant 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 Dividend Equivalents related to those 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.

(b) Detrimental Conduct. At any time prior to the date that such Restricted Share Units vest in accordance with Section 6, Restricted Share Units and related Dividend Equivalents, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to the extent that PNC determines in its sole discretion to so cancel all or a specified portion of the Restricted Share Units and related Dividend Equivalents on the basis of its determination that Grantee has engaged in Detrimental Conduct as set forth in Section 12.11, whether such determination is made during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death and Detrimental Conduct will not apply to conduct by or activities of successors to the Restricted Share Units by will or the laws of descent and distribution in the event of Grantee's death; (ii) in the event that Grantee's termination of employment was an Anticipatory Termination, no determination that Grantee has engaged in Detrimental Conduct may be made on or after Grantee's Termination Date; (iii) no determination that Grantee has engaged in Detrimental Conduct may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control; and (iv) no determination that Grantee has engaged in Detrimental Conduct may be made after the occurrence of a Change of Control (as defined in Section 12).

5.5 Suspension and Forfeiture 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, the vesting of those Restricted Share Units and any further Dividend Equivalent payments shall be automatically suspended.

Such suspension of vesting shall continue until the earliest to occur of the following:

(1) resolution of the criminal proceedings in a manner that results in a conviction (including a plea of guilty or 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, those 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, will not vest or be eligible to vest, and will be 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 of those 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.

6.1 Vesting. Grantee's Restricted Share Units will vest upon the earliest to occur of the events set forth in the subclauses below, provided that those Restricted Share Units have not been forfeited prior to such event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

- (i) the 3rd anniversary of the Award Grant Date in the case of the 1st Tranche of RSUs, the 4th anniversary of the Award Grant Date in the case of the 2nd Tranche of RSUs, and the 5th anniversary of the Award Grant Date in the case of the 3rd Tranche of RSUs, as the case may be, or, if later, on the date as of which any suspension imposed with respect to those RSUs pursuant to Section 5.5 is lifted without forfeiture of the units and the units vest, as applicable;
- (ii) the date of Grantee's death; and
- (iii) the end of the day immediately preceding the day a Change of Control (as defined in Section 12) occurs.

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 such Restricted Share Units will end and such Dividend Equivalents will terminate either on the vesting date for such 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. 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 outstanding vested Restricted Share Units being settled or as otherwise provided pursuant to Section 8 if applicable.

No fractional shares will be delivered to Grantee. If the outstanding vested Restricted Share Units being settled 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 (as defined in Section 12) of PNC common stock as of the vesting date (or as of the scheduled payment date pursuant to subsection (2) of the third bullet under Section 6.3 if payment is made pursuant to that provision as necessary) or in any case as otherwise provided in Section 8 if applicable.

Delivery of shares and/or other payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements with respect to such payment have been satisfied.

6.3 Payout Timing. Payment will be made to Grantee in settlement of outstanding Restricted Share Units that have vested as soon as practicable after the vesting date set forth in the applicable subclause of Section 6.1 for such RSUs, generally within 30 days but no later than December 31st of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest shall be paid with respect to any such payments hereunder.

- 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 31st of the calendar 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 31st of the calendar year in which Grantee's death occurred or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(iii) due to 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 Internal Revenue Code, payment will be made as soon as practicable after the Change of Control date, but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.
 - (2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code, then payment will be made as soon as practicable after the date that would have been the scheduled vesting date for such Restricted Share Units had they vested pursuant to Section 6.1(i) rather than pursuant to Section 6.1(iii), but in no event later than December 31st of the calendar year in which such scheduled vesting date occurs.
- Where vesting occurs pursuant to Section 6.1(iii) due to the occurrence of a Change of Control and payment is scheduled, pursuant to subsection (2) of the bullet above, for as soon as practicable after the date that would have been the scheduled vesting date for such Restricted Share Units had they vested pursuant to Section 6.1(i) rather than pursuant to Section 6.1(iii), but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later (but not beyond the end of the calendar year in which the vesting would have occurred had such RSUs vested pursuant to Section 6.1(i) rather than pursuant to Section 6.1(iii)), the 15th day of the 3rd calendar month following the date of Grantee's death.

7. 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 outstanding vested Restricted Share Units pursuant to and in accordance with Section 6.

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 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 (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 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 of any share-denominated award amount 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 outstanding vested Restricted Share Units 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 all applicable withholding tax obligations have not previously been satisfied, PNC will, at the time any such 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 amounts then payable hereunder to Grantee or, if none, from other compensation then payable to Grantee, or as otherwise determined by PNC.

Unless the Compensation Committee or other PNC Designated Person determines otherwise, where amounts are then payable hereunder to Grantee in the form of shares of PNC common stock, the Corporation will retain whole shares from any such amounts until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligation. In the event that amounts are not then payable hereunder to Grantee in the form of shares or that such withholdings are otherwise not sufficient to meet the minimum amount of taxes then required to be withheld, withholding will be made from any amounts then payable hereunder to Grantee that are settled in cash until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligation.

If any withholding is required prior to the time amounts are payable to Grantee hereunder or if such amounts are not sufficient to satisfy such obligation in full, 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 12) 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. The Corporation 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 award 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. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

12.1 "Agreement," "Award Agreement," "Award," "Award Grant Date."

"Agreement" or "Award Agreement" means the Stock-Payable Restricted Share Units Award Agreement between PNC and Grantee evidencing the Restricted Share Units with related Dividend Equivalents award granted to Grantee pursuant to the Plan.

"Award" means the Restricted Share Units with 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 Committee in accordance with the Plan.

12.2 "Anticipatory Termination" If Grantee's employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 12.2, 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 12.2, "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 12.2 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.

12.3 "Board" means the Board of Directors of PNC.

12.4 "Cause" and "termination for Cause."

Except as otherwise required by Section 12.2 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.

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.

12.5 "CEO" means the chief executive officer of PNC.

12.6 "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 12.6(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 12.6(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.

12.7 "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.

12.8 "Competitive Activity."

"Competitive Activity" while Grantee is an employee of the Corporation 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 or (2) engaged in business activities that Grantee knows PNC or any subsidiary intends to enter within the next twelve (12) months, 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.

"Competitive Activity" on or after Grantee's Termination Date 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 subsection (a), clause (ii) of the definition of Detrimental Conduct in Section 12.11, 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.

For purposes of Competitive Activity as defined in this Section 12.8, and for purposes of the definition of competitive activity in any other PNC restricted share unit or in any PNC restricted stock, stock option, or other equity-based award or awards held by Grantee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

12.9 "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.

12.10 "Corporation" means PNC and its Consolidated Subsidiaries.

12.11 "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 as defined in Section 12.8 in the continental United States at any time during the period of Grantee's employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Grantee's Termination Date and, if different, (ii) the first date after Grantee's Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Restricted Share Units that have not yet vested in accordance with Section 6 and of the Dividend Equivalents related to such Restricted Share Units, including Dividend Equivalents related to such Restricted Share Units that may already have been paid to Grantee, on the basis of such determination that Grantee has engaged in Detrimental Conduct.

12.12 "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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

12.13 “Dividend Equivalents” means the opportunity to receive dividend equivalents granted to Grantee pursuant to the Plan in connection with the Restricted Share Units to which they relate and evidenced by the Agreement.

12.14 “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.

12.15 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

12.16 “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.

12.17 “Internal Revenue Code” or “U.S. Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended and the rules and regulations promulgated thereunder.

12.18 “Person” has the meaning specified in the definition of Change of Control in Section 12.6(a).

12.19 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

12.20 “PNC” means The PNC Financial Services Group, Inc.

12.21 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when he or she ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

12.22 “Restricted Share Units” or “RSUs” means the Share-denominated award opportunity of the number of restricted share units specified as the Restricted Share Units on page 1 of the Agreement, subject to capital adjustments pursuant to Section 8 if any, granted to Grantee pursuant to the Plan and evidenced by the Agreement.

12.23 “SEC” means the United States Securities and Exchange Commission.

12.24 “Section 409A” means Section 409A of the United States Internal Revenue Code.

12.25 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

12.26 “Share” means a share of PNC common stock.

12.27 “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.

12.28 “Tranche(s)” or “1st, 2nd, or 3rd Tranche” have the meanings set forth in Section 3.

13. Grantee Covenants.

13.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 13 and 14 by virtue of receiving this Restricted Share Units with related 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.

13.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 13.2 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 13.2 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.

13.3 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.

13.4 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 13.4 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

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 Equitable Remedies. A breach of the provisions of any of Sections 13.2, 13.3 or 13.4 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.

14.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 13.2 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.

14.4 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.

14.5 Severability. The restrictions and obligations imposed by Sections 13.2, 13.3, 13.4, 14.1 and 14.7 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.

14.6 Reform. In the event any of Sections 13.2, 13.3 and 13.4 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.

14.7 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 13.2, 13.3 and 13.4.

14.8 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.

14.9 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 any 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, adjustment 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.

14.10 Subject to the Plan and Interpretations. 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.

14.11 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.

14.12 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 so executed by Grantee. Otherwise, upon such 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:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

20 SPECIAL RETENTION AWARD

* * *

STOCK-PAYABLE RESTRICTED SHARE UNITS

AWARD AGREEMENT

* * *

GRANTEE: [Name]
AWARD GRANT DATE: , 20
RESTRICTED SHARE UNITS: [number] share units

1. Definitions. Certain terms used in this Stock-Payable Restricted Share Units Award Agreement (the “Agreement” or “Award Agreement”) are defined in Section 12 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 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 Share-denominated award opportunity of stock-payable 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”), payable in cash, with respect to those share units (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 to 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 related Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Agreement until vesting 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, generally in shares of PNC common stock, pursuant to and in accordance with the terms of Section 6. Restricted Share Units that are forfeited by Grantee pursuant to and in accordance with the terms of the service and conduct provisions 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 those Dividend Equivalents relate and therefore shall terminate, without payment of any consideration by PNC, upon the cancellation or vesting, whichever is applicable, of the Restricted Share Units to which those Dividend Equivalents relate.

4. Dividend Equivalents

Dividend Equivalents. These Dividend Equivalents are related to the Restricted Share Units, and Dividend Equivalents payments are applicable for the period during which the Restricted Share Units to which they relate are outstanding. Dividend Equivalents apply to the period from and after the Award Grant Date until such time as the Restricted Share Units granted in connection with those Dividend Equivalents either (i) vest pursuant to and in accordance with the terms of Section 6 or (ii) 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 related 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 applicable 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. 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 the dividend record date for such dividend. 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 also subject to the additional conditions set forth below.

Additional Conditions. Except as otherwise provided in Sections 5.4(b), 12.11 and 14.9, 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 after the dividend record date for a quarter but before the related dividend payment date, the Corporation will nonetheless make such a quarterly dividend equivalents payment to Grantee with respect to that record date, if any.

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. No interest shall be paid with respect to any suspended payments. 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.

5. Forfeiture Provisions; Termination Upon Failure to Meet Applicable Conditions

5.1 Termination 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 payments 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.

5.2 Service Requirements.

Grantee will meet the service requirements for the Award if Grantee meets the conditions of any of the subclauses below (and if more than one is applicable, Grantee will have met the service requirements for the Award upon the first to occur of such conditions).

- (i) Grantee continues to be an employee of the Corporation through and including .
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be an employee of the Corporation until such time as Grantee's employment is terminated by the Corporation by reason of Grantee's Disability (as defined in Section 12).
- (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 12).
- (v) Grantee continues to be employed by the Corporation through the day immediately prior to the date a Change of Control (as defined in Section 12) occurs.
- (vi) The Committee or other PNC Designated Person (as defined in Section 12) determines, in its sole discretion and prior to Grantee's Termination Date, that, with respect to all or a specified portion of Grantee's then outstanding Restricted Share Units that have not yet vested, the service requirements will be deemed to have been satisfied with respect to such share units; provided that if the Committee or other PNC Designated Person determines, in its sole discretion, that such deemed satisfaction of the service requirements shall be subject to any accompanying restrictions, terms or conditions, then such conditions shall have been timely satisfied (or shall be deemed to have been timely satisfied upon the earlier occurrence of Grantee's death or of a Change of Control) no later than by the end of the day immediately preceding the 3rd anniversary of the Award Grant Date.

5.3 Forfeiture Upon Failure to Meet Service Requirements

(a) Except as otherwise provided in subsection (b) below, if, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements for the Award as set forth in Section 5.2 prior to or as of Grantee's Termination Date (as defined in Section 12), 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 Dividend Equivalents related to those 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.

(b) If, at the time Grantee ceases to be employed by the Corporation, Grantee could still satisfy the service requirements for all or a portion of the Award pursuant to Section 5.2(vi) provided that Grantee satisfies all of the conditions, if any, required by the Committee or other PNC Designated Person for such provision to apply within the time so specified by the Committee or other PNC Designated Person and/or that provision, then the potential forfeiture of that portion of the Award for failure to meet the service requirements set forth in Section 5.2 (and payment with respect to Dividend Equivalents with respect to that portion of the Award) will be suspended until the earliest to occur of the following: (1) Grantee's failing to meet the service requirements of Section 5.2 upon the failure to satisfy such conditions at all or to satisfy such conditions within any time period specified by the Committee or other PNC Designated Person for such purpose or, if earlier or if no such time period is specified by the Committee or other PNC Designated Person, within the time period otherwise specified in such provision (i.e., no later than by the end of the day immediately preceding the 3rd anniversary of the Award Grant Date); (2) the timely satisfaction of such conditions, if any, such that Grantee is considered to have met the service requirements of Section 5.2 for purposes of that portion of the Award; (3) Grantee's death; or (4) the occurrence of a Change of Control.

If such suspension is resolved adverse to Grantee pursuant to clause (1) above, then all outstanding Restricted Share Units, together with all payments with respect to the related Dividend Equivalents that had been

suspended pending such resolution, will be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC effective as of Grantee's Termination Date.

If such suspension is resolved pursuant to clause (2) above or by the occurrence of an event set forth in clause (3) or (4) above, then vesting 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.

5.4 Forfeiture Upon Termination for Cause or Pursuant to Detrimental Conduct Provisions

(a) Termination for Cause. In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 3rd anniversary of the Award Grant 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 Dividend Equivalents related to those 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.

(b) Detrimental Conduct. At any time prior to the date that such Restricted Share Units vest in accordance with Section 6, Restricted Share Units and related Dividend Equivalents, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to the extent that PNC determines in its sole discretion to so cancel all or a specified portion of the Restricted Share Units and related Dividend Equivalents on the basis of its determination that Grantee has engaged in Detrimental Conduct as set forth in Section 12.11, whether such determination is made during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death and Detrimental Conduct will not apply to conduct by or activities of successors to the Restricted Share Units by will or the laws of descent and distribution in the event of Grantee's death; (ii) in the event that Grantee's termination of employment was an Anticipatory Termination, no determination that Grantee has engaged in Detrimental Conduct may be made on or after Grantee's Termination Date; (iii) no determination that Grantee has engaged in Detrimental Conduct may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement terminates or results in a Change of Control; and (iv) no determination that Grantee has engaged in Detrimental Conduct may be made after the occurrence of a Change of Control (as defined in Section 12).

5.5 Suspension and Forfeiture 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 are still outstanding and have not yet vested, the vesting of those Restricted Share Units and any further Dividend Equivalent payments shall be automatically suspended.

Such suspension of vesting shall continue until the earliest to occur of the following:

(1) resolution of the criminal proceedings in a manner that results in a conviction (including a plea of guilty or 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, those 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, will not vest or be eligible to vest, and will be 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 of those 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.

6.1 Vesting. Grantee's Restricted Share Units will vest upon the earliest to occur of the events set forth in the subclauses below, provided that those Restricted Share Units have not been forfeited prior to such event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

- (i) the 3rd anniversary of the Award Grant Date or, if later, on the date as of which any suspension imposed pursuant to Section 5.5 is lifted without forfeiture of the units and the units vest, as applicable;
- (ii) the date of Grantee's death; and
- (iii) the end of the day immediately preceding the day a Change of Control (as defined in Section 12) occurs.

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 the Restricted Share Units will end and such Dividend Equivalents will terminate either on the vesting date for such 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. 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 outstanding vested Restricted Share Units being settled or as otherwise provided pursuant to Section 8 if applicable.

No fractional shares will be delivered to Grantee. If the vested Restricted Share Units being settled 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 (as defined in Section 12) of PNC common stock as of the vesting date (or as of the scheduled payment date pursuant to subsection (2) of the third bullet under Section 6.3 if payment is made pursuant to that provision as necessary) or in any case as otherwise provided in Section 8 if applicable.

Delivery of shares and/or other payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements with respect to such payment have been satisfied.

6.3 Payout Timing. Payment will be made to Grantee in settlement of outstanding Restricted Share Units 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 31st of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest shall be paid with respect to any such payments hereunder.

- 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 31st of the calendar 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 31st of the calendar year in which Grantee's death occurred or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(iii) due to 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 Internal Revenue Code, payment will be made as soon as practicable after the Change of Control date, but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.
 - (2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code, then payment will be made as soon as practicable after the 3rd anniversary of the Award Grant 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(iii)), but in no event later than December 31st of the calendar year in which such scheduled vesting date occurs.
- Where vesting occurs pursuant to Section 6.1(iii) due to the occurrence of a Change of Control and payment is scheduled, pursuant to subsection (2) of the bullet above, for as soon as practicable after the 3rd anniversary of the Award Grant Date, but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later but not beyond the end of the calendar year in which the 3rd anniversary of the Award Grant Date occurs, the 15th day of the 3rd calendar month following the date of Grantee's death.

7. 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 outstanding vested Restricted Share Units pursuant to and in accordance with Section 6.

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 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 (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 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 of any share-denominated award amount 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 outstanding vested Restricted Share Units 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 all applicable withholding tax obligations have not previously been satisfied, PNC will, at the time any such 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 amounts then payable hereunder to Grantee or, if none, from other compensation then payable to Grantee, or as otherwise determined by PNC.

Unless the Compensation Committee or other PNC Designated Person determines otherwise, where amounts are then payable hereunder to Grantee in the form of shares of PNC common stock, the Corporation will retain whole shares from any such amounts until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligation. In the event that amounts are not then payable hereunder to Grantee in the form of shares or that such withholdings are otherwise not sufficient to meet the minimum amount of taxes then required to be withheld, withholding will be made from any amounts then payable hereunder to Grantee that are settled in cash until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligation.

If any withholding is required prior to the time amounts are payable to Grantee hereunder or if such amounts are not sufficient to satisfy such obligation in full, 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 12) 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. The Corporation 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 award 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. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

12.1 "Agreement," "Award Agreement," "Award," "Award Grant Date."

"Agreement" or "Award Agreement" means the Stock-Payable Restricted Share Units Award Agreement between PNC and Grantee evidencing the Restricted Share Units with related Dividend Equivalents award granted to Grantee pursuant to the Plan.

"Award" means the Restricted Share Units with 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 Committee in accordance with the Plan.

12.2 "Anticipatory Termination" If Grantee's employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 12.2, 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 12.2, "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 12.2 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.

12.3 "Board" means the Board of Directors of PNC.

12.4 "Cause" and "termination for Cause."

Except as otherwise required by Section 12.2 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.

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.

12.5 “CEO” means the chief executive officer of PNC.

12.6 “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 12.6(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 12.6(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.

12.7 “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.

12.8 “Competitive Activity.”

“Competitive Activity” while Grantee is an employee of the Corporation 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 or (2) engaged in business activities that Grantee knows PNC or any subsidiary intends to enter within the next twelve (12) months, 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.

“Competitive Activity” on or after Grantee’s Termination Date 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 subsection (a), clause (ii) of the definition of Detrimental Conduct in Section 12.11, 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.

For purposes of Competitive Activity as defined in this Section 12.8, and for purposes of the definition of competitive activity in any other PNC restricted share unit or in any PNC restricted stock, stock option, or other equity-based award or awards held by Grantee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

12.9 “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.

12.10 “Corporation” means PNC and its Consolidated Subsidiaries.

12.11 “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 as defined in Section 12.8 in the continental

United States at any time during the period of Grantee's employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Grantee's Termination Date and, if different, (ii) the first date after Grantee's Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Restricted Share Units that have not yet vested in accordance with Section 6 and of the Dividend Equivalents related to such Restricted Share Units, including Dividend Equivalents related to such Restricted Share Units that may already have been paid to Grantee, on the basis of such determination that Grantee has engaged in Detrimental Conduct.

12.12 "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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

12.13 "Dividend Equivalents" means the opportunity to receive dividend equivalents granted to Grantee pursuant to the Plan in connection with the Restricted Share Units to which they relate and evidenced by the Agreement.

12.14 "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.

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

12.16 "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.

12.17 "Internal Revenue Code" or "U.S. Internal Revenue Code" means the United States Internal Revenue Code of 1986 as amended and the rules and regulations promulgated thereunder.

12.18 "Person" has the meaning specified in the definition of Change of Control in Section 12.6(a).

12.19 "Plan" means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

12.20 “PNC” means The PNC Financial Services Group, Inc.

12.21 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when he or she ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

12.22 “Restricted Share Units” or “RSUs” means the Share-denominated award opportunity of the number of restricted share units specified as the Restricted Share Units on page 1 of the Agreement, subject to capital adjustments pursuant to Section 8 if any, granted to Grantee pursuant to the Plan and evidenced by the Agreement.

12.23 “SEC” means the United States Securities and Exchange Commission.

12.24 “Section 409A” means Section 409A of the United States Internal Revenue Code.

12.25 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

12.26 “Share” means a share of PNC common stock.

12.27 “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.

13. Grantee Covenants.

13.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 13 and 14 by virtue of receiving this Restricted Share Units with related Dividend Equivalents award (regardless of whether such share units ultimately vest and settle); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

13.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 13.2 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 13.2 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.

13.3 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.

13.4 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 13.4 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

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 Equitable Remedies. A breach of the provisions of any of Sections 13.2, 13.3 or 13.4 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.

14.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 13.2 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.

14.4 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.

14.5 Severability. The restrictions and obligations imposed by Sections 13.2, 13.3, 13.4, 14.1 and 14.7 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.

14.6 Reform. In the event any of Sections 13.2, 13.3 and 13.4 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.

14.7 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 13.2, 13.3 and 13.4.

14.8 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.

14.9 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 any 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, adjustment 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.

14.10 Subject to the Plan and Interpretations. 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.

14.11 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.

14.12 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 such 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:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

20 SPECIAL RETENTION AWARD

* * *

STOCK-PAYABLE RESTRICTED SHARE UNITS

AWARD AGREEMENT

* * *

GRANTEE: [Name]
AWARD GRANT DATE: , 20
RESTRICTED SHARE UNITS: [number] share units

1. Definitions. Certain terms used in this Stock-Payable Restricted Share Units Award Agreement (the “Agreement” or “Award Agreement”) are defined in Section 12 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 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 Share-denominated award opportunity of stock-payable 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”), payable in cash, with respect to those share units (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 to 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 related Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Agreement until vesting 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, generally in shares of PNC common stock, pursuant to and in accordance with the terms of Section 6. Restricted Share Units that are forfeited by Grantee pursuant to and in accordance with the terms of the service and conduct provisions 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 those Dividend Equivalents relate and therefore shall terminate, without payment of any consideration by

PNC, upon the cancellation or vesting, whichever is applicable, of the Restricted Share Units to which those Dividend Equivalents relate.

4. Dividend Equivalents

Dividend Equivalents. These Dividend Equivalents are related to the Restricted Share Units, and Dividend Equivalents payments are applicable for the period during which the Restricted Share Units to which they relate are outstanding. Dividend Equivalents apply to the period from and after the Award Grant Date until such time as the Restricted Share Units granted in connection with those Dividend Equivalents either (i) vest pursuant to and in accordance with the terms of Section 6 or (ii) 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 related 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 applicable 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. 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 the dividend record date for such dividend. 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 also subject to the additional conditions set forth below.

Additional Conditions. Except as otherwise provided in Sections 5.4(b), 12.11 and 14.9, 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 after the dividend record date for a quarter but before the related dividend payment date, the Corporation will nonetheless make such a quarterly dividend equivalents payment to Grantee with respect to that record date, if any.

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. No interest shall be paid with respect to any suspended payments. 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.

5. Forfeiture Provisions; Termination Upon Failure to Meet Applicable Conditions

5.1 Termination 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 payments 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.

5.2 Service Requirements.

Grantee will meet the service requirements for the Award if Grantee meets the conditions of any of the subclauses below (and if more than one is applicable, Grantee will have met the service requirements for the Award upon the first to occur of such conditions).

- (i) Grantee continues to be an employee of the Corporation through and including the day immediately preceding the anniversary of the Award Grant Date.
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be an employee of the Corporation until such time as Grantee's employment is terminated by the Corporation by reason of Grantee's Disability (as defined in Section 12).
- (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 12).
- (v) Grantee continues to be employed by the Corporation through the day immediately prior to the date a Change of Control (as defined in Section 12) occurs.
- (vi) The Committee or other PNC Designated Person (as defined in Section 12) determines, in its sole discretion and prior to Grantee's Termination Date, that, with respect to all or a specified portion of Grantee's then outstanding Restricted Share Units that have not yet vested, the service requirements will be deemed to have been satisfied with respect to such share units; provided that if the Committee or other PNC Designated Person determines, in its sole discretion, that such deemed satisfaction of the service requirements shall be subject to any accompanying restrictions, terms or conditions, then such conditions shall have been timely satisfied (or shall be deemed to have been timely satisfied upon the earlier occurrence of Grantee's death or of a Change of Control) no later than by the end of the day immediately preceding the 3rd anniversary of the Award Grant Date.

5.3 Forfeiture Upon Failure to Meet Service Requirements

(a) Except as otherwise provided in subsection (b) below, if, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements for the Award as set forth in Section 5.2 prior to or as of Grantee's Termination Date (as defined in Section 12), 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 Dividend Equivalents related to those 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.

(b) If, at the time Grantee ceases to be employed by the Corporation, Grantee could still satisfy the service requirements for all or a portion of the Award pursuant to Section 5.2(vi) provided that Grantee satisfies all of the conditions, if any, required by the Committee or other PNC Designated Person for such provision to apply within the time so specified by the Committee or other PNC Designated Person and/or that provision, then the potential forfeiture of that portion of the Award for failure to meet the service requirements set forth in Section 5.2 (and payment with respect to Dividend Equivalents with respect to that portion of the Award) will be suspended until the earliest to occur of the following: (1) Grantee's failing to meet the service requirements of Section 5.2 upon the failure to satisfy such conditions at all or to satisfy such conditions within any time period specified by the Committee or other PNC Designated Person for such purpose or, if earlier or if no such time period is specified by the Committee or other PNC Designated Person, within the time period otherwise specified in such provision (i.e., no later than by the end of the day immediately preceding the 3rd anniversary of the Award Grant Date); (2) the timely satisfaction of such conditions, if any, such that Grantee is considered to have met the service requirements of Section 5.2 for purposes of that portion of the Award; (3) Grantee's death; or (4) the occurrence of a Change of Control.

If such suspension is resolved adverse to Grantee pursuant to clause (1) above, then all outstanding Restricted Share Units, together with all payments with respect to the related Dividend Equivalents that had been suspended pending such resolution, will be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC effective as of Grantee's Termination Date.

If such suspension is resolved pursuant to clause (2) above or by the occurrence of an event set forth in clause (3) or (4) above, then vesting 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.

5.4 Forfeiture Upon Termination for Cause or Pursuant to Detrimental Conduct Provisions

(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^d anniversary of the Award Grant 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 Dividend Equivalents related to those 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.

(b) Detrimental Conduct. At any time prior to the date that such Restricted Share Units vest in accordance with Section 6, Restricted Share Units and related Dividend Equivalents, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to the extent that PNC determines in its sole discretion to so cancel all or a specified portion of the Restricted Share Units and related Dividend Equivalents on the basis of its determination that Grantee has engaged in Detrimental Conduct as set forth in Section 12.11, whether such determination is made during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death and Detrimental Conduct will not apply to conduct by or activities of successors to the Restricted Share Units by will or the laws of descent and distribution in the event of Grantee's death; (ii) in the event that Grantee's termination of employment was an Anticipatory Termination, no determination that Grantee has engaged in Detrimental Conduct may be made on or after Grantee's Termination Date; (iii) no determination that Grantee has engaged in Detrimental Conduct may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement terminates or results in a Change of Control; and (iv) no determination that Grantee has engaged in Detrimental Conduct may be made after the occurrence of a Change of Control (as defined in Section 12).

5.5 Suspension and Forfeiture 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 are still outstanding and have not yet vested, the vesting of those Restricted Share Units and any further Dividend Equivalent payments shall be automatically suspended.

Such suspension of vesting shall continue until the earliest to occur of the following:

(1) resolution of the criminal proceedings in a manner that results in a conviction (including a plea of guilty or 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, those 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, will not vest or be eligible to vest, and will be 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 of those 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.

6.1 Vesting. Grantee's Restricted Share Units will vest upon the earliest to occur of the events set forth in the subclauses below, provided that those Restricted Share Units have not been forfeited prior to such event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

- (i) the 3rd anniversary of the Award Grant Date or, if later, on the date as of which any suspension imposed pursuant to Section 5.5 is lifted without forfeiture of the units and the units vest, as applicable;
- (ii) the date of Grantee's death; and
- (iii) the end of the day immediately preceding the day a Change of Control (as defined in Section 12) occurs.

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 the Restricted Share Units will end and such Dividend Equivalents will terminate either on the vesting date for such 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. 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 outstanding vested Restricted Share Units being settled or as otherwise provided pursuant to Section 8 if applicable.

No fractional shares will be delivered to Grantee. If the vested Restricted Share Units being settled 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 (as defined in Section 12) of PNC common stock as of the vesting date (or as of the scheduled payment date pursuant to subsection (2) of the third bullet under Section 6.3 if payment is made pursuant to that provision as necessary) or in any case as otherwise provided in Section 8 if applicable.

Delivery of shares and/or other payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements with respect to such payment have been satisfied.

6.3 Payout Timing. Payment will be made to Grantee in settlement of outstanding Restricted Share Units 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 31st of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest shall be paid with respect to any such payments hereunder.

- 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 31st of the calendar 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 31st of the calendar year in which Grantee's death occurred or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(iii) due to 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 Internal Revenue Code, payment will be made as soon as practicable after the Change of Control date, but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.
 - (2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code, then payment will be made as soon as practicable after the 3rd anniversary of the Award Grant 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(iii)), but in no event later than December 31st of the calendar year in which such scheduled vesting date occurs.
- Where vesting occurs pursuant to Section 6.1(iii) due to the occurrence of a Change of Control and payment is scheduled, pursuant to subsection (2) of the bullet above, for as soon as practicable after the 3rd anniversary of the Award Grant Date, but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later but not beyond the end of the calendar year in which the 3rd anniversary of the Award Grant Date occurs, the 15th day of the 3rd calendar month following the date of Grantee's death.

7. 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 outstanding vested Restricted Share Units pursuant to and in accordance with Section 6.

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 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 (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 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 of any share-denominated award amount 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 outstanding vested Restricted Share Units 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 all applicable withholding tax obligations have not previously been satisfied, PNC will, at the time any such 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 amounts then payable hereunder to Grantee or, if none, from other compensation then payable to Grantee, or as otherwise determined by PNC.

Unless the Compensation Committee or other PNC Designated Person determines otherwise, where amounts are then payable hereunder to Grantee in the form of shares of PNC common stock, the Corporation will retain whole shares from any such amounts until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligation. In the event that amounts are not then payable hereunder to Grantee in the form of shares or that such withholdings are otherwise not sufficient to meet the minimum amount of taxes then required to be withheld, withholding will be made from any amounts then payable hereunder to Grantee that are settled in cash until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligation.

If any withholding is required prior to the time amounts are payable to Grantee hereunder or if such amounts are not sufficient to satisfy such obligation in full, 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 12) 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. The Corporation 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 award 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. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

12.1 "Agreement," "Award Agreement," "Award," "Award Grant Date."

"Agreement" or "Award Agreement" means the Stock-Payable Restricted Share Units Award Agreement between PNC and Grantee evidencing the Restricted Share Units with related Dividend Equivalents award granted to Grantee pursuant to the Plan.

"Award" means the Restricted Share Units with 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 Committee in accordance with the Plan.

12.2 "Anticipatory Termination" If Grantee's employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 12.2, 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 12.2, "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 12.2 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.

12.3 “Board” means the Board of Directors of PNC.

12.4 “Cause” and “termination for Cause.”

Except as otherwise required by Section 12.2 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.

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.

12.5 “CEO” means the chief executive officer of PNC.

12.6 “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 12.6(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 12.6(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.

12.7 “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.

12.8 “Competitive Activity.”

“Competitive Activity” while Grantee is an employee of the Corporation 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 or (2) engaged in business activities that Grantee knows PNC or any subsidiary intends to enter within the next twelve (12) months, 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.

“Competitive Activity” on or after Grantee’s Termination Date 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 subsection (a), clause (ii) of the definition of Detrimental Conduct in Section 12.11, 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.

For purposes of Competitive Activity as defined in this Section 12.8, and for purposes of the definition of competitive activity in any other PNC restricted share unit or in any PNC restricted stock, stock option, or other equity-based award or awards held by Grantee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

12.9 “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.

12.10 “Corporation” means PNC and its Consolidated Subsidiaries.

12.11 “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 as defined in Section 12.8 in the continental United States at any time during the period of Grantee’s employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Restricted Share Units that have not yet vested in accordance with Section 6 and of the Dividend Equivalents related to such Restricted Share Units, including Dividend Equivalents related to such Restricted Share Units that may already have been paid to Grantee, on the basis of such determination that Grantee has engaged in Detrimental Conduct.

12.12 “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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

12.13 “Dividend Equivalents” means the opportunity to receive dividend equivalents granted to Grantee pursuant to the Plan in connection with the Restricted Share Units to which they relate and evidenced by the Agreement.

12.14 “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.

12.15 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

12.16 “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.

12.17 “Internal Revenue Code” or “U.S. Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended and the rules and regulations promulgated thereunder.

12.18 “Person” has the meaning specified in the definition of Change of Control in Section 12.6(a).

12.19 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

12.20 “PNC” means The PNC Financial Services Group, Inc.

12.21 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when he or she ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

12.22 “Restricted Share Units” or “RSUs” means the Share-denominated award opportunity of the number of restricted share units specified as the Restricted Share Units on page 1 of the Agreement, subject to capital adjustments pursuant to Section 8 if any, granted to Grantee pursuant to the Plan and evidenced by the Agreement.

12.23 “SEC” means the United States Securities and Exchange Commission.

12.24 “Section 409A” means Section 409A of the United States Internal Revenue Code.

12.25 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

12.26 “Share” means a share of PNC common stock.

12.27 “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.

13. Grantee Covenants.

13.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 13 and 14 by virtue of receiving this Restricted Share Units with related Dividend Equivalents award (regardless of whether such share units ultimately vest and settle); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

13.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 13.2 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 13.2 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.

13.3 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.

13.4 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 13.4 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

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 Equitable Remedies. A breach of the provisions of any of Sections 13.2, 13.3 or 13.4 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.

14.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 13.2 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.

14.4 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.

14.5 Severability. The restrictions and obligations imposed by Sections 13.2, 13.3, 13.4, 14.1 and 14.7 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.

14.6 Reform. In the event any of Sections 13.2, 13.3 and 13.4 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.

14.7 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 13.2, 13.3 and 13.4.

14.8 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.

14.9 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 any 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, adjustment 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.

14.10 Subject to the Plan and Interpretations. 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.

14.11 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.

14.12 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 such 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:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

20 SPECIAL RETENTION AWARD

* * *

STOCK-PAYABLE RESTRICTED SHARE UNITS

AWARD AGREEMENT

* * *

GRANTEE: [Name]
AWARD GRANT DATE: , 20
RESTRICTED SHARE UNITS: [number] share units

1. Definitions. Certain terms used in this Stock-Payable Restricted Share Units Award Agreement (the “Agreement” or “Award Agreement”) are defined in Section 12 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 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 Share-denominated award opportunity of stock-payable 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”), payable in cash, with respect to those share units (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 to 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 related Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Agreement until vesting 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, generally in shares of PNC common stock, pursuant to and in accordance with the terms of Section 6. Restricted Share Units that are forfeited by Grantee pursuant to and in accordance with the terms of the service and conduct provisions 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 those Dividend Equivalents relate and therefore shall terminate, without payment of any consideration by PNC, upon the cancellation or vesting, whichever is applicable, of the Restricted Share Units to which those Dividend Equivalents relate.

4. Dividend Equivalents

Dividend Equivalents. These Dividend Equivalents are related to the Restricted Share Units, and Dividend Equivalents payments are applicable for the period during which the Restricted Share Units to which they relate are outstanding. Dividend Equivalents apply to the period from and after the Award Grant Date until such time as the Restricted Share Units granted in connection with those Dividend Equivalents either (i) vest pursuant to and in accordance with the terms of Section 6 or (ii) 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 related 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 applicable 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. 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 the dividend record date for such dividend. 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 also subject to the additional conditions set forth below.

Additional Conditions. Except as otherwise provided in Sections 5.4(b), 12.11 and 14.9, 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 after the dividend record date for a quarter but before the related dividend payment date, the Corporation will nonetheless make such a quarterly dividend equivalents payment to Grantee with respect to that record date, if any.

Where payment of Dividend Equivalents that would otherwise be made is suspended pursuant to Section 5.3 pending potential PNC approval of Grantee's Retirement 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. No interest shall be paid with respect to any suspended payments. 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.

5. Forfeiture Provisions; Termination Upon Failure to Meet Applicable Conditions

5.1 Termination 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 payments 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.

5.2 Service Requirements.

Grantee will meet the service requirements for the Award if Grantee meets the conditions of any of the subclauses below (and if more than one is applicable, Grantee will have met the service requirements for the Award upon the first to occur of such conditions).

- (i) Grantee continues to be an employee of the Corporation through and including .
- (ii) Grantee ceases to be an employee of the Corporation by reason of Grantee's death.
- (iii) Grantee continues to be an employee of the Corporation until such time as Grantee's employment is terminated by the Corporation by reason of Grantee's Disability (as defined in Section 12).
- (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 12).
- (v) Grantee continues to be employed by the Corporation through the day immediately prior to the date a Change of Control (as defined in Section 12) occurs.
- (vi) Grantee continues to be employed by the Corporation until such time as Grantee Retires (as defined in Section 12) and such Retirement is a Qualifying Retirement Termination of employment as defined below and Grantee's employment was not terminated by the Corporation for Cause (as defined in Section 12).

Qualifying Retirement Termination. Grantee's termination of employment will be considered to be a Qualifying Retirement Termination for purposes of this Award if all of the following conditions are met:

- (1) Grantee's termination of employment is a Retirement (as defined in Section 12);
- (2) Grantee's employment was not terminated by the Corporation for Cause (as defined in Section 12); and
- (3) Grantee's termination of employment is with the approval of the Committee or other PNC Designated Person (as defined in Section 12).

A termination of employment will be considered to be with the approval of the Committee or other PNC Designated Person provided that the Committee or other PNC Designated Person either gives such approval prior to Grantee's Termination Date (as defined in Section 12), or gives such approval (or is deemed to have so approved as provided in clause (b) below, if applicable) no later than 90 days after Grantee's Termination Date.

If the Committee or other PNC Designated Person has not yet given such approval at the time of Grantee's Termination Date but the other two conditions for a Qualifying Retirement Termination have been met, whether or not Grantee's termination of employment is a Qualifying Retirement Termination will be resolved as follows.

- (a) If the Committee or other PNC Designated Person provides such approval on or before the end of the 90th day after Grantee's Termination Date, the termination will be a Qualifying Retirement Termination.
- (b) If a Change of Control occurs prior to the end of the 90th day after Grantee's Termination Date and if the Committee or other PNC Designated Person had not yet either approved or disapproved such termination of employment by the day immediately prior to the Change of Control, then the Committee or other PNC Designated Person will be deemed to have so approved the termination as of the day immediately prior to the Change of Control and Grantee's termination will be considered a Qualifying Retirement Termination.

- (c) If the Committee or other PNC Designated Person specifically disapproves such termination and if clause (b) above is not applicable, Grantee's termination will not be a Qualifying Retirement Termination.
- (d) If clause (b) above is not applicable and if the Committee or other PNC Designated Person has neither approved nor disapproved the termination by the end of the 90th day after Grantee's Termination Date, then Grantee's termination of employment will not be considered a Qualifying Retirement Termination for purposes of this Section 5.2.

5.3 Forfeiture Upon Failure to Meet Service Requirements

(a) Except as otherwise provided in subsection (b) below, if, at the time Grantee ceases to be employed by the Corporation, Grantee has failed to meet the service requirements for the Award as set forth in Section 5.2 prior to or as of Grantee's Termination Date (as defined in Section 12), 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 Dividend Equivalents related to those 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.

(b) If, at the time Grantee ceases to be employed by the Corporation, Grantee's termination of employment could still be a Qualifying Retirement Termination if the Committee or other PNC Designated Person so approves (or is deemed to so approve) within the time specified for such approval in Section 5.2, then the potential forfeiture of the Award for failure to meet the service requirements set forth in Section 5.2 (and payment with respect to Dividend Equivalents with respect to the Award) will be suspended until the earliest to occur of the following: (1) Grantee's failure to meet the service requirements of Section 5.2 upon such termination failing to be a Qualifying Retirement Termination either upon the specific disapproval of the Committee or other PNC Designated Person or upon the 91st day after Grantee's Termination Date where the Committee or other PNC Designated Person has neither disapproved nor approved (or deemed approved) the termination by the end of the 90th day after Grantee's Termination Date; (2) the timely approval or deemed approval of the Committee or other PNC Designated Person such that Grantee's termination of employment is considered a Qualifying Retirement Termination such that Grantee is considered to have met the service requirements of Section 5.2 for purposes of the Award; (3) Grantee's death; or (4) the occurrence of a Change of Control.

If such suspension is resolved adverse to Grantee pursuant to clause (1) above, then all outstanding Restricted Share Units, together with any payments with respect to related Dividend Equivalents that had been suspended pending such resolution, will be automatically forfeited by Grantee to PNC and cancelled without payment of any consideration by PNC, effective as of Grantee's Termination Date.

If such suspension is resolved pursuant to clause (2) above or by the occurrence of an event set forth in clause (3) or (4) above, then vesting 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.

5.4 Forfeiture Upon Termination for Cause or Pursuant to Detrimental Conduct Provisions

(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^d anniversary of the Award Grant 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 Dividend Equivalents related to those 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.

(b) Detrimental Conduct. At any time prior to the date that such Restricted Share Units vest in accordance with Section 6, Restricted Share Units and related Dividend Equivalents, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to

the extent that PNC determines in its sole discretion to so cancel all or a specified portion of the Restricted Share Units and related Dividend Equivalents on the basis of its determination that Grantee has engaged in Detrimental Conduct as set forth in Section 12.11, whether such determination is made during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) no determination that Grantee has engaged in Detrimental Conduct may be made on or after the date of Grantee's death and Detrimental Conduct will not apply to conduct by or activities of successors to the Restricted Share Units by will or the laws of descent and distribution in the event of Grantee's death; (ii) in the event that Grantee's termination of employment was an Anticipatory Termination, no determination that Grantee has engaged in Detrimental Conduct may be made on or after Grantee's Termination Date; (iii) no determination that Grantee has engaged in Detrimental Conduct may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement terminates or results in a Change of Control; and (iv) no determination that Grantee has engaged in Detrimental Conduct may be made after the occurrence of a Change of Control (as defined in Section 12).

5.5 Suspension and Forfeiture 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 are still outstanding and have not yet vested, the vesting of those Restricted Share Units and any further Dividend Equivalent payments shall be automatically suspended.

Such suspension of vesting shall continue until the earliest to occur of the following:

(1) resolution of the criminal proceedings in a manner that results in a conviction (including a plea of guilty or 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, those 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, will not vest or be eligible to vest, and will be 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 of those 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.

6.1 Vesting. Grantee's Restricted Share Units will vest upon the earliest to occur of the events set forth in the subclauses below, provided that those Restricted Share Units have not been forfeited prior to such event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

-
- (i) the 3rd anniversary of the Award Grant Date or, if later, on the date as of which any suspension imposed pursuant to Section 5.5 is lifted without forfeiture of the units and the units vest, as applicable;
 - (ii) the date of Grantee's death; and
 - (iii) the end of the day immediately preceding the day a Change of Control (as defined in Section 12) occurs.

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 the Restricted Share Units will end and such Dividend Equivalents will terminate either on the vesting date for such 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. 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 outstanding vested Restricted Share Units being settled or as otherwise provided pursuant to Section 8 if applicable.

No fractional shares will be delivered to Grantee. If the vested Restricted Share Units being settled 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 (as defined in Section 12) of PNC common stock as of the vesting date (or as of the scheduled payment date pursuant to subsection (2) of the third bullet under Section 6.3 if payment is made pursuant to that provision as necessary) or in any case as otherwise provided in Section 8 if applicable.

Delivery of shares and/or other payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements with respect to such payment have been satisfied.

6.3 Payout Timing. Payment will be made to Grantee in settlement of outstanding Restricted Share Units 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 31st of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest shall be paid with respect to any such payments hereunder.

- 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 31st of the calendar 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 31st of the calendar year in which Grantee's death occurred or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(iii) due to 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 Internal Revenue Code, payment will be made as soon as practicable after the Change of Control date, but in no event later than December 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the Internal Revenue Code, and if such a delay is permissible, as soon as practicable within such limits.

- (2) If, under the circumstances, payment at the time of the Change of Control would not comply with Section 409A of the Internal Revenue Code, then payment will be made as soon as practicable after the 3rd anniversary of the Award Grant 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(iii)), but in no event later than December 31st of the calendar year in which such scheduled vesting date occurs.
- Where vesting occurs pursuant to Section 6.1(iii) due to the occurrence of a Change of Control and payment is scheduled, pursuant to subsection (2) of the bullet above, for as soon as practicable after the 3rd anniversary of the Award Grant Date, but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later but not beyond the end of the calendar year in which the 3rd anniversary of the Award Grant Date occurs, the 15th day of the 3rd calendar month following the date of Grantee's death.

7. 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 outstanding vested Restricted Share Units pursuant to and in accordance with Section 6.

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 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 (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 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 of any share-denominated award amount 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 outstanding vested Restricted Share Units 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 all applicable withholding tax obligations have not previously been satisfied, PNC will, at the time any such 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 amounts then payable hereunder to Grantee or, if none, from other compensation then payable to Grantee, or as otherwise determined by PNC.

Unless the Compensation Committee or other PNC Designated Person determines otherwise, where amounts are then payable hereunder to Grantee in the form of shares of PNC common stock, the Corporation will retain whole shares from any such amounts until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligation. In the event that amounts are not then payable hereunder to Grantee in the form of shares or that such withholdings are otherwise not sufficient to meet the minimum amount of taxes then required to be withheld, withholding will be made from any amounts then payable hereunder to Grantee that are settled in cash until such withholdings in the aggregate are sufficient to satisfy such minimum required withholding obligation.

If any withholding is required prior to the time amounts are payable to Grantee hereunder or if such amounts are not sufficient to satisfy such obligation in full, 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 12) 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. The Corporation 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 award 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. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

12.1 "Agreement," "Award Agreement," "Award," "Award Grant Date."

"Agreement" or "Award Agreement" means the Stock-Payable Restricted Share Units Award Agreement between PNC and Grantee evidencing the Restricted Share Units with related Dividend Equivalents award granted to Grantee pursuant to the Plan.

"Award" means the Restricted Share Units with 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 Committee in accordance with the Plan.

12.2 "Anticipatory Termination" If Grantee's employment with the Corporation is terminated by the Corporation other than for Cause as defined in this Section 12.2, 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 12.2, "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 12.2 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.

12.3 "Board" means the Board of Directors of PNC.

12.4 "Cause" and "termination for Cause."

Except as otherwise required by Section 12.2 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.

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.

12.5 "CEO" means the chief executive officer of PNC.

12.6 "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 12.6(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 12.6(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.

12.7 “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.

12.8 “Competitive Activity.”

“Competitive Activity” while Grantee is an employee of the Corporation 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 or (2) engaged in business activities that Grantee knows PNC or any subsidiary intends to enter within the next twelve (12) months, 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.

“Competitive Activity” on or after Grantee’s Termination Date 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 subsection (a), clause (ii) of the definition of Detrimental Conduct in Section 12.11, 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.

For purposes of Competitive Activity as defined in this Section 12.8, and for purposes of the definition of competitive activity in any other PNC restricted share unit or in any PNC restricted stock, stock option, or other equity-based award or awards held by Grantee, however, the term subsidiary or subsidiaries shall not include companies in which the Corporation holds an interest pursuant to its merchant banking authority.

12.9 “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.

12.10 “Corporation” means PNC and its Consolidated Subsidiaries.

12.11 “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 as defined in Section 12.8 in the continental United States at any time during the period of Grantee’s employment with the Corporation and extending through (and including) the first (1st) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

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

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or other PNC Designated Person, as 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, (1) determines in its sole discretion that Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement and (2) determines in its sole discretion to cancel all or a specified portion of the Restricted Share Units that have not yet vested in accordance with Section 6 and of the Dividend Equivalents related to such Restricted Share Units, including Dividend Equivalents related to such Restricted Share Units that may already have been paid to Grantee, on the basis of such determination that Grantee has engaged in Detrimental Conduct.

12.12 “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 U.S. Social Security disability benefits, Grantee shall be presumed to be Disabled as defined herein.

12.13 “Dividend Equivalents” means the opportunity to receive dividend equivalents granted to Grantee pursuant to the Plan in connection with the Restricted Share Units to which they relate and evidenced by the Agreement.

12.14 “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.

12.15 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

12.16 “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.

12.17 “Internal Revenue Code” or “U.S. Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended and the rules and regulations promulgated thereunder.

12.18 “Person” has the meaning specified in the definition of Change of Control in Section 12.6(a).

12.19 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

12.20 “PNC” means The PNC Financial Services Group, Inc.

12.21 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when he or she ceased to be an employee of the Corporation) either a member of the Corporate Executive Group (or equivalent successor classification) or subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to PNC securities (or both); or (b) the Compensation Committee, the CEO, or the Chief Human Resources Officer of PNC, or any other individual or group as may be designated by one of the foregoing to act as Designated Person for purposes of the Agreement.

12.22 “Qualifying Retirement Termination” has the meaning specified in Section 5.2.

12.23 “Restricted Share Units” or “RSUs” means the Share-denominated award opportunity of the number of restricted share units specified as the Restricted Share Units on page 1 of the Agreement, subject to capital adjustments pursuant to Section 8 if any, granted to Grantee pursuant to the Plan and evidenced by the Agreement.

12.24 “Retiree.” Grantee is sometimes referred to as a “Retiree” if Grantee Retires, as defined in Section 12.25.

12.25 “Retires” or “Retirement.” Grantee “Retires” if Grantee’s 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 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.”

12.26 “SEC” means the United States Securities and Exchange Commission.

12.27 “Section 409A” means Section 409A of the United States Internal Revenue Code.

12.28 “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.

12.29 “Share” means a share of PNC common stock.

12.30 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under 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.

13. Grantee Covenants.

13.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 13 and 14 by virtue of receiving this Restricted Share Units with related Dividend Equivalents award (regardless of whether such share units ultimately vest and settle); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

13.2 Non-Solicitation; No-Hire. Grantee agrees to comply with the provisions of subsections (a) and (b) of this Section 13.2 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 13.2 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.

13.3 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.

13.4 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 13.4 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

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 Equitable Remedies. A breach of the provisions of any of Sections 13.2, 13.3 or 13.4 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.

14.3 Tolling Period. If it becomes necessary or desirable for the Corporation to seek compliance with the provisions of Section 13.2 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.

14.4 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.

14.5 Severability. The restrictions and obligations imposed by Sections 13.2, 13.3, 13.4, 14.1 and 14.7 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.

14.6 Reform. In the event any of Sections 13.2, 13.3 and 13.4 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.

14.7 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 13.2, 13.3 and 13.4.

14.8 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.

14.9 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 any 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, adjustment 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.

14.10 Subject to the Plan and Interpretations. 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.

14.11 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.

14.12 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 such 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:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.

2006 INCENTIVE AWARD PLAN

* * *

STANDARD ANNUAL INCENTIVE DEFERRAL PLAN PROGRAM

20 CASH-PAYABLE RESTRICTED SHARE UNITS

AWARD AGREEMENT

* * *

GRANTEE: [Name]
AWARD ISSUANCE DATE: , 20
RESTRICTED SHARE UNITS: [Number] share units

1. Definitions. Certain terms used in this Standard Annual Incentive Deferral Plan Program 20__ Cash-Payable Restricted Share Units Award Agreement (the “Agreement” or “Award Agreement”) are defined in Section 12 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, “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time, and “Annual Incentive Deferral Plan” means The PNC Financial Services Group, Inc. Annual Incentive Deferral Plan as amended from time to time.

2. Restricted Share Units and Related Dividend Equivalents Award. Pursuant to the Plan and in accordance with the Annual Incentive Deferral Plan, and subject to the terms and conditions of the Agreement, PNC awards to the Grantee named above (“Grantee”) a cash-payable share-denominated award opportunity of restricted share units (“Restricted Share Units”) of the number of share units set forth above, together with the opportunity to receive related dividend equivalents (“Dividend Equivalents”), payable in cash, with respect to those share units (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, including conduct conditions and forfeiture provisions, and to the Plan.

3. Terms of Award. For the purpose of determining conduct and other conditions and provisions applicable to each portion of the Restricted Share Units and related Dividend Equivalents under the Agreement, the Award is divided into three installments or tranches. This includes the conditions set forth in Section 4 related to Dividend Equivalents and the conditions set forth in Sections 5 and 6 relating to conduct-related forfeiture provisions and vesting and settlement provisions for each tranche.

The three Restricted Share Units and related Dividend Equivalents “Tranches” are set forth below:

- one-third of the share units (rounded down to the nearest whole unit) are in the First Tranche;
- one-half of the remaining share units (rounded down to the nearest whole unit) are in the Second Tranche; and
- the remainder of the share units are in the Third Tranche.

Restricted Share Units and Dividend Equivalents are not transferable. The Restricted Share Units and the related Dividend Equivalents are subject to forfeiture pursuant to the terms and conditions of the Agreement until vesting 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 in cash 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 the conduct provisions of Section 5 will be cancelled without payment of any consideration by PNC.

The right to ongoing Dividend Equivalents is awarded 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 Issuance Date until such time as the applicable Tranche of Restricted Share Units awarded 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 the 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 except as may be otherwise provided pursuant to Section 14.8.

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 Provisions; Termination Upon Failure to Meet Applicable Conduct Conditions

(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 a Tranche or Tranches, as the case may be, of 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 with respect to such Tranche or Tranches of Restricted Share Units and related Dividend Equivalents, 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 with respect to such Tranche or Tranches of Restricted Share Units and Related Dividend Equivalents, as applicable.

(b) Termination for Cause In the event that Grantee's employment with the Corporation is terminated by the Corporation for Cause prior to the 3rd anniversary of the Award Issuance 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 At any time prior to the date that such Restricted Share Units vest in accordance with Section 6, Restricted Share Units and related Dividend Equivalents, or specified portion thereof, will be forfeited by Grantee to PNC and cancelled, without payment of any consideration by PNC, on the date and to the extent that PNC, acting by a PNC Designated Person (as defined in Section 12), (1) determines in its sole discretion that Grantee has engaged in Competitive Activities (as defined below), and, if so, (2) determines in its sole discretion to so cancel all or a specified portion of the Restricted Share Units that have not yet vested in accordance with Section 6 and of the Dividend Equivalents related to such Restricted Share Units on the basis of such determination that Grantee has engaged in Competitive Activities, whether such determination is made during the period of Grantee's employment with the Corporation or after Grantee's Termination Date; provided, however, that (i) no determination that Grantee has engaged in Competitive Activities may be made on or after the date of Grantee's death, and Competitive Activities will not apply to conduct by or activities of successors to the Restricted Share Units and related Dividend Equivalents by will or the laws of descent and distribution in the event of Grantee's death; (ii) no determination that Grantee has engaged in Competitive Activities may be made between the time PNC enters into an agreement providing for a Change of Control and the time such agreement either terminates or results in a Change of Control; and (iii) no determination that Grantee has engaged in Competitive Activities may be made after the occurrence 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 Grantee's Restricted Share Units will vest upon the earliest to occur of the events set forth in the subclauses 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 1st anniversary of the Award Issuance Date in the case of the First Tranche share units, the 2nd anniversary of the Award Issuance Date in the case of the Second Tranche share units, and the 3rd anniversary of the Award Issuance Date in the case of the Third Tranche share units, as the case may be;
- (ii) the date of Grantee's death; and
- (iii) the end of the day immediately preceding the day a Change of Control (as defined in Section 12) occurs.

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 Tranche of Restricted Share Units in accordance with Section 5, as applicable.

(b) Settlement Amount. Restricted Share Units that have vested pursuant to the provisions of Section 6(a) will be settled at the time set forth in Section 6(c) 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 (as defined in Section 12) 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(c) if payment is made pursuant to that provision, as necessary), or in any case by the per share value otherwise provided pursuant to Section 8 as applicable.

(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 31st of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest shall be paid with respect to any such payments hereunder.

- Where vesting occurs pursuant to Section 6(a)(ii) upon Grantee's death, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later, the 15th day of the 3rd calendar month following the date of Grantee's death
- Where vesting occurs pursuant to Section 6(a)(iii) due to 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 31st of the calendar year in which the Change of Control occurs or, if later, by the 15th day of the third calendar month following the date on which the Change of Control occurs, other than in unusual circumstances where a further delay thereafter would be permitted under Section 409A of the 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 date that would have been the scheduled vesting date for such 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 31st of the calendar year in which such scheduled vesting date occurs.
- Where vesting occurs pursuant to Section 6(a)(iii) due to the occurrence of a Change of Control and payment is scheduled pursuant to clause (2) of the bullet above for as soon as practicable after the date that would have been the scheduled vesting date for such Restricted Share Units had they vested pursuant to Section 6(a)(i) rather than pursuant to Section 6(a)(iii) but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31st of the calendar year in which Grantee's death occurred or, if later (but not beyond the end of the calendar year in which vesting would have occurred pursuant to Section 6(a)(i) had they vested pursuant to Section 6(a)(i) rather than pursuant to Section 6(a)(iii)), the 15th day of the 3rd calendar month following the date of Grantee's death.

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 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.

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, (i) 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 (ii) the value per share unit of any share-denominated award amount 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 any vested Restricted Share Units are settled and paid out in accordance with the terms of Section 6, such payment shall be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by 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 all applicable withholding tax obligations have not previously been satisfied, PNC will, at the time any such 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 amounts then payable hereunder to Grantee.

If any such withholding is required prior to the time amounts are payable to Grantee hereunder or if such amounts are not sufficient to satisfy such obligation in full, 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 awarding 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. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

12.1 "Agreement" or "Award Agreement" means the Standard Annual Incentive Deferral Plan Program 20__ Cash-Payable Restricted Share Units Award Agreement between PNC and Grantee evidencing the Restricted Share Units and related Dividend Equivalents award awarded to Grantee pursuant to the Plan in accordance with the Annual Incentive Deferral Plan.

12.2 "Award" and "Award Issuance Date."

"Award" means the Restricted Share Units and related Dividend Equivalents award awarded to Grantee pursuant to the Plan in accordance with the Annual Incentive Deferral Plan and evidenced by the Agreement.

"Award Issuance Date" means the Award Issuance Date set forth on page 1 of the Agreement in accordance with the Annual Incentive Deferral Plan.

12.3 "Annual Incentive Deferral Plan" means The PNC Financial Services Group, Inc. Annual Incentive Deferral Plan as amended from time to time.

12.4 "Board" means the Board of Directors of PNC.

12.5 "Cause" and "termination for Cause" 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 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.

12.6 "CEO" means the chief executive officer of PNC.

12.7 “Change of Control” means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of PNC (the “Outstanding PNC Common Stock”) or (B) the combined voting power of the then-outstanding voting securities of PNC entitled to vote generally in the election of directors (the “Outstanding PNC Voting Securities”); provided, however, that, for purposes of this Section 12.7(a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition directly from PNC, (2) any acquisition by PNC, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by PNC or any company controlled by, controlling or under common control with PNC (an “Affiliated Company”), (4) any acquisition pursuant to an Excluded Combination (as defined in Section 12.7(c)) or (5) an acquisition of beneficial ownership representing between 20% and 40%, inclusive, of the Outstanding PNC Voting Securities or Outstanding PNC Common Stock shall not be considered a Change of Control if the Incumbent Board as of immediately prior to any such acquisition approves such acquisition either prior to or immediately after its occurrence;

(b) Individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board (excluding any Board seat that is vacant or otherwise unoccupied); provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by PNC’s shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving PNC or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of PNC, or the acquisition of assets or stock of another entity by PNC or any of its subsidiaries (each, a “Business Combination”), excluding, however, a Business Combination following which all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns PNC or all or substantially all of PNC’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding PNC Common Stock and the Outstanding PNC Voting Securities, as the case may be (such a Business Combination, an “Excluded Combination”); or

(d) Approval by the shareholders of PNC of a complete liquidation or dissolution of PNC.

12.8 “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.

12.9 “Competitive Activities” has the meaning set forth in Section 5(c).

12.10 “Consolidated Subsidiary” means a corporation, bank, partnership, business trust, limited liability company or other form of business organization that (1) is a consolidated subsidiary of PNC under U.S. generally accepted accounting principles and (2) satisfies the definition of “service recipient” under Section 409A of the U.S. Internal Revenue Code.

12.11 “Corporation” means PNC and its Consolidated Subsidiaries.

12.12 “Dividend Equivalents” means the opportunity to receive dividend equivalents awarded to Grantee pursuant to the Plan in connection with the Restricted Stock Units to which they relate and evidenced by the Agreement.

12.13 “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.

12.14 “GAAP” or “generally accepted accounting principles” means accounting principles generally accepted in the United States of America.

12.15 “Grantee” means the person to whom the Restricted Share Units and related Dividend Equivalents award is awarded, and is identified as Grantee on page 1 of the Agreement.

12.16 “Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

12.17 “Person” has the meaning specified in the definition of Change of Control in Section 12.7.

12.18 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

12.19 “Plan Administrator” has the meaning specified in Article III of the Annual Incentive Deferral Plan.

12.20 “PNC” means The PNC Financial Services Group, Inc.

12.21 “PNC Designated Person” or “Designated Person” will be PNC’s CEO, any other executive officer of PNC, or any other individual or group as may be designated in writing by an executive officer of PNC to act as a Designated Person for purposes of the Agreement.

12.22 “Restricted Share Units” means the cash-payable share-denominated award opportunity of the number of restricted share units specified as the Restricted Share Units on page 1 of the Agreement, subject to capital adjustments pursuant to Section 8 if any, awarded to Grantee pursuant to the Plan and evidenced by the Agreement.

12.23 “SEC” means the United States Securities and Exchange Commission.

12.24 “Section 409A” means Section 409A of the United States Internal Revenue Code.

12.25 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

12.26 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under 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.

12.27 “Tranche” means one of the three installments into which the Restricted Share Units and related Dividend Equivalents Award has been divided as specified in Section 3.

13. Grantee Covenants.

13.1 General. Grantee and PNC acknowledge and agree that Grantee has received adequate consideration with respect to enforcement of the provisions of Sections 13 and 14 by virtue of receiving this Restricted Share Units and related Dividend Equivalents award (regardless of whether such share units ultimately vest and settle); that such provisions are reasonable and properly required for the adequate protection of the business of PNC and its subsidiaries; and that enforcement of such provisions will not prevent Grantee from earning a living.

13.2 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.

13.3 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 13.3 shall be performed by Grantee without further compensation and shall continue beyond Grantee's Termination Date.

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 Equitable Remedies. A breach of the provisions of any of Sections 13.2 or 13.3 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.

14.3 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.

14.4 Severability. The restrictions and obligations imposed by Sections 13.2, 13.3, 14.1 and 14.6 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.

14.5 Reform. In the event any of Sections 13.2 and 13.3 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.

14.6 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 13.2 and 13.3.

14.7 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.

14.8 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, adjustment or similar policy of PNC in effect on the Award Issuance Date or that may be established thereafter and to any clawback or recoupment that may be required by applicable law.

14.9 Subject to the Plan and Interpretations. 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, or the Plan Administrator, whether made or issued before or after the Award Issuance Date.

14.10 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.

14.11 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 Issuance Date.

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

THE PNC FINANCIAL SERVICES GROUP, INC.

By:

Chief Executive Officer

ATTEST:

By:

Corporate Secretary

ACCEPTED AND AGREED TO by GRANTEE

Grantee

The PNC Financial Services Group, Inc. and Subsidiaries
Computation of Ratio of Earnings to Fixed Charges (1)

		Six months ended June 30, 2013	Year Ended December 31				
<i>Dollars in millions</i>			2012	2011	2010	2009	2008
Earnings							
Pretax income from continuing operations before adjustment for noncontrolling interests in consolidated subsidiaries or income or loss from equity investees	\$	2,373	\$3,189	\$3,785	\$3,680	\$3,135	\$ 946
Add:							
Distributed income of equity investees		121	216	198	167	171	157
Fixed charges excluding interest on deposits		328	853	951	1,092	1,396	1,026
Less:							
Noncontrolling interests in pretax income of subsidiaries that have not incurred fixed charges		62	137	154	148	126	122
Interest capitalized					1	3	
Earnings excluding interest on deposits		2,760	4,121	4,780	4,790	4,573	2,007
Interest on deposits		179	386	668	963	1,741	1,485
Total earnings	\$	2,939	\$4,507	\$5,448	\$5,753	\$6,314	\$3,492
Fixed charges							
Interest on borrowed funds	\$	254	\$ 696	\$ 791	\$ 918	\$1,225	\$ 961
Interest component of rentals		74	145	125	134	131	64
Amortization of notes and debentures			12	35	39	37	1
Interest capitalized					1	3	
Fixed charges excluding interest on deposits		328	853	951	1,092	1,396	1,026
Interest on deposits		179	386	668	963	1,741	1,485
Total fixed charges	\$	507	\$1,239	\$1,619	\$2,055	\$3,137	\$2,511
Ratio of earnings to fixed charges							
Excluding interest on deposits		8.41x	4.83x	5.03x	4.39x	3.28x	1.96x
Including interest on deposits		5.80	3.64	3.37	2.80	2.01	1.39

(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	Six months ended June 30, 2013	Year Ended December 31					
		2012	2011	2010	2009	2008	
Earnings							
Pretax income from continuing operations before adjustment for noncontrolling interests in consolidated subsidiaries or income or loss from equity investees	\$ 2,373	\$3,189	\$3,785	\$3,680	\$3,135	\$ 946	
Add:							
Distributed income of equity investees	121	216	198	167	171	157	
Fixed charges and preferred stock dividends excluding interest on deposits	511	1,125	1,037	1,316	1,993	1,059	
Less:							
Noncontrolling interests in pretax income of subsidiaries that have not incurred fixed charges	62	137	154	148	126	122	
Interest capitalized				1	3		
Preferred stock dividend requirements	183	272	86	224	597	33	
Earnings excluding interest on deposits	2,760	4,121	4,780	4,790	4,573	2,007	
Interest on deposits	179	386	668	963	1,741	1,485	
Total earnings	\$ 2,939	\$4,507	\$5,448	\$5,753	\$6,314	\$3,492	
Fixed charges and preferred stock dividends							
Interest on borrowed funds	\$ 254	\$ 696	\$ 791	\$ 918	\$1,225	\$ 961	
Interest component of rentals	74	145	125	134	131	64	
Amortization of notes and debentures		12	35	39	37	1	
Interest capitalized				1	3		
Preferred stock dividend requirements	183	272	86	224	597	33	
Fixed charges and preferred stock dividends excluding interest on deposits	511	1,125	1,037	1,316	1,993	1,059	
Interest on deposits	179	386	668	963	1,741	1,485	
Total fixed charges and preferred stock dividends	\$ 690	\$1,511	\$1,705	\$2,279	\$3,734	\$2,544	
Ratio of earnings to fixed charges and preferred stock dividends							
Excluding interest on deposits	5.40x	3.66x	4.61x	3.64x	2.29x	1.90x	
Including interest on deposits	4.26	2.98	3.20	2.52	1.69	1.37	

(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, William S. Demchak, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2013 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: August 8, 2013

/s/ William S. Demchak

William S. Demchak
President 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 June 30, 2013 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: August 8, 2013

/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 June 30, 2013 of The PNC Financial Services Group, Inc. (Corporation) as filed with the Securities and Exchange Commission on the date hereof (Report), I, William S. Demchak, President 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/ William S. Demchak

William S. Demchak
President and Chief Executive Officer

August 8, 2013

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 June 30, 2013 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, Executive Vice President and 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

August 8, 2013