

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, 2014

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, anon-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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>

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 25, 2014, there were 540,566,475 shares of the registrant's common stock (\$5 par value) outstanding.

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## FINANCIAL REVIEW

THE PNC FINANCIAL SERVICES GROUP, INC.

This Financial Review, including the Consolidated Financial Highlights, should be read together with our unaudited Consolidated Financial Statements and unaudited Statistical Information included elsewhere in this Report and with Items 6, 7, 8 and 9A of our 2013 Annual Report on Form 10-K (2013 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. Prior period amounts have also been updated to reflect the first quarter 2014 adoption of Accounting Standards Update (ASU) 2014-01 related to investments in low income housing tax credits. See Note 1 Accounting Policies in the Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report for more detail. For information regarding certain business, regulatory and legal risks, see the following sections as they appear in this Report and in our 2013 Form 10-K and our First Quarter 2014 Form 10-Q: the Risk Management and Recourse And Repurchase Obligations sections of the Financial Review portion of the respective report; Item 1A Risk Factors included in our 2013 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 2013 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 18 Segment Reporting in the Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report for a reconciliation of total business segment earnings to total PNC consolidated net income as reported on a GAAP basis.

### TABLE 1: CONSOLIDATED FINANCIAL HIGHLIGHTS

THE PNC FINANCIAL SERVICES GROUP, INC. (PNC)

	Three months ended June 30		Six months ended June 30	
	2014	2013	2014	2013
<b>Financial Results (a)</b>				
Revenue				
Net interest income	\$2,129	\$2,258	\$4,324	\$4,647
Noninterest income	1,681	1,806	3,263	3,372
Total revenue	3,810	4,064	7,587	8,019
Noninterest expense (b)	2,328	2,405	4,592	4,773
Pretax, pre-provision earnings (c)	1,482	1,659	2,995	3,246
Provision for credit losses	72	157	166	393
Income before income taxes and noncontrolling interests	\$1,410	\$1,502	\$2,829	\$2,853
Net income (b)	\$1,052	\$1,115	\$2,112	\$2,110
Less:				
Net income (loss) attributable to noncontrolling interests (b)	3	4	1	(4)
Preferred stock dividends and discount accretion and redemptions	48	53	118	128
Net income attributable to common shareholders	\$1,001	\$1,058	\$1,993	\$1,986
Less:				
Dividends and undistributed earnings allocated to nonvested restricted shares	3	5	6	9
Impact of BlackRock earnings per share dilution	3	4	9	9
Net income attributable to diluted common shares	\$ 995	\$1,049	\$1,978	\$1,968
Diluted earnings per common share	\$ 1.85	\$ 1.98	\$ 3.67	\$ 3.72
Cash dividends declared per common share	\$ .48	\$ .44	\$ .92	\$ .84
<b>Performance Ratios</b>				
Net interest margin (d)	3.12%	3.58%	3.19%	3.69%
Noninterest income to total revenue	44	44	43	42
Efficiency	61	59	61	60
Return on:				
Average common shareholders' equity	10.12	11.71	10.24	11.16
Average assets	1.31	1.48	1.33	1.41

See page 56 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) Amounts for 2013 periods have been updated to reflect the first quarter 2014 adoption of Accounting Standards Update (ASU) 2014-01 related to investments in low income housing tax credits.
- (c) 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.
- (d) 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, 2014 and June 30, 2013 were \$47 million and \$40 million, respectively. The taxable-equivalent adjustments to net interest income for the six months ended June 30, 2014 and June 30, 2013 were \$93 million and \$80 million, respectively.

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

Unaudited	June 30 2014	December 31 2013	June 30 2013
<b>Balance Sheet Data</b> (dollars in millions, except per share data)			
Assets (b)	\$327,064	\$ 320,192	\$304,306
Loans	200,984	195,613	189,775
Allowance for loan and lease losses	3,453	3,609	3,772
Interest-earning deposits with banks (c)	16,876	12,135	3,797
Investment securities	56,602	60,294	57,449
Loans held for sale	2,228	2,255	3,814
Goodwill and other intangible assets	11,071	11,290	11,228
Equity investments (b) (d)	10,583	10,560	9,945
Other assets	23,527	22,552	24,297
Noninterest-bearing deposits	71,001	70,306	66,708
Interest-bearing deposits	151,553	150,625	145,571
Total deposits	222,554	220,931	212,279
Transaction deposits	188,489	186,391	175,564
Borrowed funds	49,066	46,105	39,864
Total shareholders' equity (b)	44,205	42,334	40,210
Common shareholders' equity (b)	40,261	38,392	36,271
Accumulated other comprehensive income	881	436	45
Book value per common share	\$ 75.62	\$ 72.07	\$ 68.32
Common shares outstanding (millions)	532	533	531
Loans to deposits	90%	89%	89%
<b>Client Assets</b> (billions)			
Discretionary assets under management	\$ 131	\$ 127	\$ 117
Nondiscretionary assets under administration	126	120	116
Total assets under administration	257	247	233
Brokerage account assets	43	41	39
Total client assets	\$ 300	\$ 288	\$ 272
<b>Capital Ratios</b>			
<b>Transitional Basel III (e) (f)</b>			
Common equity Tier 1 (g)	11.0%	N/A(h)	N/A
Tier 1 risk-based	12.7	N/A	N/A
Total capital risk-based	16.0	N/A	N/A
Leverage	11.2	N/A	N/A
<b>Pro forma Fully Phased-In Basel III (f) (i)</b>			
Common equity Tier 1 (g)	10.0%	9.4%	8.2%
Common shareholders' equity to assets	12.3%	12.0%	11.9%
<b>Asset Quality</b>			
Nonperforming loans to total loans	1.39%	1.58%	1.75%
Nonperforming assets to total loans, OREO and foreclosed assets	1.57	1.76	1.99
Nonperforming assets to total assets	.97	1.08	1.24
Net charge-offs to average loans (for the three months ended) (annualized)	.29	.39	.44
Allowance for loan and lease losses to total loans	1.72	1.84	1.99
Allowance for loan and lease losses to nonperforming loans (j)	123%	117%	114%
Accruing loans past due 90 days or more (in millions)	\$ 1,252	\$ 1,491	\$ 1,762

- (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 for 2013 periods have been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.
- (c) Amounts include balances held with the Federal Reserve Bank of Cleveland of \$16.5 billion, \$11.7 billion and \$3.3 billion as of June 30, 2014, December 31, 2013 and June 30, 2013, respectively.
- (d) Amounts include our equity interest in BlackRock.
- (e) Calculated using the regulatory capital methodology applicable to PNC during 2014.
- (f) See Basel III Capital discussion in the Capital portion of the Consolidated Balance Sheet Review section of this Financial Review and the capital discussion in the Banking Regulation and Supervision section of Item 1 Business in our 2013 Form 10-K. See also the Estimated Pro forma Fully Phased-In Basel III Common Equity Tier 1 Capital Ratio – 2013 Periods table in the Statistical Information section of this Report for a reconciliation of the 2013 periods' ratios.
- (g) Prior to 2014, the Basel III common equity Tier 1 capital ratio was referred to as the Basel III Tier 1 common capital ratio.
- (h) Our 2013 Form 10-K included a pro forma illustration of the Transitional Basel III common equity Tier 1 capital ratio using December 31, 2013 data and the Basel III phase-in schedule in effect for 2014 and information regarding our Basel I capital ratios, which applied to PNC in 2013. See also the 2013 Basel I Tier 1 Common Capital Ratio Table in the Statistical Information section of this Report for information regarding December 31, 2013 and June 30, 2013 ratios.
- (i) Ratios as of December 31, 2013 and June 30, 2013 have not been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.
- (j) 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.

## 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, Missouri, Georgia, 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, expenses 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 a broad range of deposit, fee-based and credit products and services. We are focused on delivering those products and services where, when and how our customers choose with the goal of offering insight that reflects their specific needs. Our approach is concentrated 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.

Our strategic priorities are designed to enhance value over the long term. A key priority is to drive growth in acquired and underpenetrated markets, including in the Southeast. In addition, we are seeking to attract more of the investable assets of new and existing clients. PNC is focused on redefining our retail banking business to a more customer-centric and sustainable model while lowering delivery costs as customer banking preferences evolve. We are also working to build a stronger residential mortgage banking business with the goal of becoming the provider of choice for our customers. Additionally, we continue to focus on expense management while bolstering critical infrastructure and streamlining our processes.

Our capital priorities 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, in accordance with the capital plan included in our 2014 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 earnings and expect to build capital through retention of future earnings net of dividend payments and share repurchases. PNC continues to maintain adequate liquidity positions at both PNC and PNC Bank, National Association (PNC Bank, N.A.). For more detail, see the 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 portion of the Risk Management section of this Financial Review and the Supervision and Regulation section in Item 1 Business of our 2013 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 2013 Form 10-K and elsewhere in this Report.

### RECENT MARKET AND INDUSTRY DEVELOPMENTS

There have been numerous legislative and regulatory developments and significant 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. 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. We expect to face further increased regulation of our industry as a result of Dodd-Frank as well as other current and future initiatives intended to enhance the regulation of financial services companies, the stability of the financial system, the protection of consumers and investors, and 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.

On June 12, 2014, the Federal Reserve issued a proposed rule that would modify the schedule for the annual CCAR and Dodd-Frank stress test (DFAST) process. Under the proposal, beginning in 2016, bank holding companies with total consolidated assets of \$50 billion or more, such as PNC, would be required to submit their annual capital plans and company-run stress test results to the Federal Reserve by



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April 5<sup>th</sup> of each year (rather than by January 5<sup>th</sup> as currently required). Under the proposal, the Federal Reserve would also release its decisions on the capital plans submitted and release the results of its supervisory stress test results by June 30<sup>th</sup>, approximately three months later than current practice. The proposal would also shift the schedule for the company-run mid-cycle DFAST stress tests, with the company submission date for these tests shifting to October 5<sup>th</sup> (from July 5<sup>th</sup>) and the release date for company results moving to October (from September). In addition, the proposal would require a covered bank holding company to limit the capital distributions made in a calendar quarter under its approved capital plan if the proceeds from the company's net issuances of capital instruments in that quarter are less than the amount projected for that quarter in the company's approved capital plan. Also on June 12, 2014, the Office of the Comptroller of the Currency (OCC) issued a related proposal that would shift the timing of the OCC's required annual company-run stress tests to coincide with the Federal Reserve's proposed modified annual capital plan and stress test cycle. Comments on the Federal Reserve's proposal are due by August 11, 2014, and comments on the OCC's proposal are due no later than August 30, 2014.

On July 31, 2013, the U.S. 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 Dodd-Frank. 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 stayed its decision pending appeal, and the United States Court of Appeals for the District of Columbia Circuit granted an expedited appeal. In March 2014, the court of appeals reversed the district court. It upheld the Federal Reserve's network processing rule and upheld its interchange fee rule except as to the issue of transaction monitoring costs, and remanded that issue back to the Federal Reserve for further explanation. In May and July 2014, the plaintiffs filed applications in the United States Supreme Court to extend the time for filing a petition for a writ of certiorari, which is a petition for further appellate review of the court of appeals' decision, thereby indicating an intent to seek Supreme Court review.

The SEC adopted rules on July 23, 2014 intended to reform certain fundamental structural and operational aspects of money market funds. These changes include requiring a floating net asset value for prime institutional and tax-exempt money market funds, possible fees and suspension of redemption provisions for both retail and institutional funds under certain scenarios, and additional disclosure and stress testing requirements for all money market funds. The majority of these amendments, except for some disclosure enhancements, will not take effect for two years. The likely

impact of these changes on the money market fund industry or on the markets for money market instruments is currently unclear. Among other things, PNC could potentially be impacted as it is a sponsor of money market funds, holds money market funds in customer accounts, and is an issuer of money market instruments, many of which are currently sold to money market funds.

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 the Supervision and Regulation section of Item 1 Business, Item 1A Risk Factors, Recent Market and Industry Developments in the Executive Summary section of Item 7, and Note 23 Legal Proceedings and Note 24 Commitments and Guarantees in the Notes To Consolidated Financial Statements in Item 8 of our 2013 Form 10-K and Recent Market and Industry Developments in the Executive Summary section of our First Quarter 2014 Form 10-Q, as well as Note 16 Legal Proceedings and Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

### 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 current U.S. economic expansion in general and on our customers in particular,
- The monetary policy actions and statements of the Federal Reserve and the Federal Open Market Committee (FOMC),
- 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 and actions, including those outlined elsewhere in this Report, in our 2013 Form 10-K and in our other SEC filings, and
- The impact of market credit spreads on asset valuations.

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

- Focused execution of strategic priorities for organic customer growth opportunities,
- Further success in growing profitability through the acquisition and retention of customers and deepening relationships,
- Driving growth in acquired and underpenetrated geographic markets, including our Southeast markets,
- Our ability to effectively manage PNC's balance sheet and generate net interest income,
- Revenue growth from fee income 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 enhance our critical infrastructure and streamline our core processes,
- Our ability to manage and implement strategic business objectives within the changing regulatory environment,
- A sustained focus on expense management,
- Improving our overall asset quality,
- Managing the non-strategic assets portfolio and impaired assets,
- 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 and liquidity 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 accounting 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 2013 Form 10-K.

### INCOME STATEMENT HIGHLIGHTS

- Net income for the second quarter of 2014 was \$1.1 billion, or \$1.85 per diluted common share, compared with net income of \$1.1 billion, or \$1.98 per diluted common share for the second quarter of 2013. Net income decreased 6% in the comparison as a 3% reduction in noninterest expense and lower provision for credit losses were more than offset by a 6% decline in revenue. For additional detail, see the Consolidated Income Statement Review section in this Financial Review.
- Net interest income of \$2.1 billion for the second quarter of 2014 decreased 6% compared with the second quarter of 2013, primarily driven by lower

yields on loans and lower purchase accounting accretion, partially offset by the impact of loan growth.

- Net interest margin decreased to 3.12% for the second quarter of 2014 compared to 3.58% for the second quarter of 2013. The decline reflected the impact of lower purchase accounting accretion, lower loan yields in the ongoing low rate environment, and the impact of higher interest-earning deposits with banks in light of proposed short-term liquidity regulatory standards partially offset by commercial loan growth.
- Noninterest income of \$1.7 billion for the second quarter of 2014 decreased 7% compared to the second quarter of 2013, as strong fee income growth and the positive impact from lower provision for residential mortgage repurchase obligations were more than offset by lower revenue related to asset valuations and sales.
- The provision for credit losses decreased to \$72 million for the second quarter of 2014 compared to \$157 million for the second quarter of 2013 due to overall credit quality improvement.
- Noninterest expense of \$2.3 billion for the second quarter of 2014 decreased 3% compared with the second quarter of 2013 reflecting well managed expenses.

### CREDIT QUALITY HIGHLIGHTS

- Overall credit quality continued to improve during the first six months of 2014. For additional detail, see the Credit Risk Management portion of the Risk Management section of this Financial Review.
- Nonperforming assets decreased \$3 billion, or 8%, to \$3.2 billion at June 30, 2014 compared to December 31, 2013. Nonperforming assets to total assets were .97% at June 30, 2014, compared to 1.08% at December 31, 2013.
- Overall loan delinquencies of \$2.1 billion at June 30, 2014 decreased \$.4 billion, or 16%, compared with December 31, 2013.
- The allowance for loan and lease losses was 1.72% of total loans and 123% of nonperforming loans at June 30, 2014, compared with 1.84% and 117% at December 31, 2013, respectively.
- Net charge-offs of \$145 million were down 30% compared to net charge-offs of \$208 million for the second quarter of 2013. Annualized net charge-offs were 0.29% of average loans in the second quarter of 2014 and 0.44% of average loans in the second quarter of 2013. For the first six months of 2014, net charge-offs were \$331 million, and 0.34% of average loans on an annualized basis, compared with \$664 million and 0.71% for the first six months of 2013, respectively. The year-to-date comparisons 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. In the first quarter 2013, this alignment 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. See the Credit Risk Management portion of the Risk Management section of this Financial Review for further detail.

#### **BALANCE SHEET HIGHLIGHTS**

- Total loans increased by \$5.4 billion to \$201 billion at June 30, 2014 compared to December 31, 2013.
  - Total commercial lending increased by \$6.9 billion, or 6%, as a result of growth in commercial and commercial real estate loans to new and existing customers.
  - Total consumer lending decreased \$1.6 billion, or 2%, due to lower home equity, residential mortgage and education loans partially offset by growth in automobile loans.
- Total deposits increased by \$1.6 billion to \$223 billion at June 30, 2014 compared with December 31, 2013, driven by growth in transaction deposits.
- PNC further enhanced its liquidity position in preparation for implementation of proposed short-term liquidity regulatory standards as reflected in higher interest-earning deposits with banks, which are primarily maintained with the Federal Reserve Bank, and activity relating to borrowed funds.
- PNC's well-positioned balance sheet remained core funded with a loans to deposits ratio of 90% at June 30, 2014.
- The Transitional Basel III common equity Tier 1 capital ratio, calculated using the regulatory capital methodology applicable to PNC during 2014, increased to 11.0% at June 30, 2014.
- Pro forma fully phased-in Basel III common equity Tier 1 capital ratio based on the standardized approach rules increased to an estimated 10.0% at June 30, 2014 from 9.4% at December 31, 2013. See the Capital discussion and Table 18 in the Consolidated Balance Sheet Review section of this Financial Review and the December 31, 2013 capital ratio tables in the Statistical Information section of this Report for more detail.

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 during the first six months of 2014 and 2013 and balances at June 30, 2014 and December 31, 2013, respectively.

#### **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.

In connection with the 2014 CCAR, PNC submitted its 2014 capital plan, approved by its Board of Directors, to the Federal Reserve in January 2014. As we announced on March 26, 2014, 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 2014. The capital plan also included share repurchase programs of up to \$1.5 billion for the four quarter period beginning in the second quarter of 2014 under PNC's existing common stock repurchase authorization. These programs include repurchases of up to \$200 million to mitigate the financial impact of employee benefit plan transactions. In the second quarter of 2014, in accordance with the 2014 capital plan, we repurchased 2.6 million shares of common stock on the open market, with an average price of \$86.26 per share and an aggregate repurchase price of \$223 million. For additional information concerning the CCAR process and the factors the Federal Reserve takes into consideration in evaluating capital plans, see the Supervision and Regulation section in Item 1 Business of our 2013 Form 10-K.

On April 3, 2014, consistent with our 2014 capital plan, our Board of Directors approved an increase to PNC's quarterly common stock dividend from 44 cents per common share to 48 cents per common share effective with the May 5, 2014 dividend payment to shareholders of record at the close of business on April 15, 2014. On July 3, 2014, the Board of Directors declared a quarterly common stock cash dividend of 48 cents per share payable on August 5, 2014 to shareholders of record at the close of business on July 15, 2014.

See the Liquidity Risk Management portion of the Risk Management section of this Financial Review for more detail on our 2014 capital and liquidity actions.

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### AVERAGE CONSOLIDATED BALANCE SHEET HIGHLIGHTS

**Table 2: Summarized Average Balance Sheet**

Six months ended June 30

Dollars in millions

	2014	2013	Change	
			\$	%
<b>Average assets</b>				
Interest-earning assets				
Investment securities	\$ 57,342	\$ 57,683	\$ (341)	(1)%
Loans	197,914	187,359	10,555	6%
Interest-earning deposits with banks	13,410	2,236	11,174	500%
Other	8,415	8,863	(448)	(5)%
Total interest-earning assets	277,081	256,141	20,940	8%
Noninterest-earning assets	43,968	46,505	(2,537)	(5)%
Total average assets	\$321,049	\$302,646	\$18,403	6%
<b>Average liabilities and equity</b>				
Interest-bearing liabilities				
Interest-bearing deposits	\$151,212	\$145,014	\$ 6,198	4%
Borrowed funds	46,747	39,161	7,586	19%
Total interest-bearing liabilities	197,959	184,175	13,784	7%
Noninterest-bearing deposits	67,951	64,800	3,151	5%
Other liabilities	10,313	11,614	(1,301)	(11)%
Equity	44,826	42,057	2,769	7%
Total average liabilities and equity	\$321,049	\$302,646	\$18,403	6%

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, 2014 compared with December 31, 2013. Total assets were \$327.1 billion at June 30, 2014 compared with \$320.2 billion at December 31, 2013.

Average investment securities remained relatively stable in the comparison of the first six months of 2014 with the first six months of 2013, as a net decrease in average residential mortgage-backed securities from principal payments was mostly offset by an increase in average U.S. Treasury and government agency securities, which was largely driven by purchases to enhance our liquidity position in light of proposed short-term liquidity regulatory standards. Total investment securities comprised 21% of average interest-earning assets for the first six months of 2014 and 23% for the first six months of 2013.

The increase in average total loans in the first six months of 2014 compared with the first six months of 2013 was driven by increases in average commercial loans of \$5.9 billion, average commercial real estate loans of \$3.4 billion and average consumer loans of \$1.3 billion. The overall increase in loans reflected organic loan growth, primarily in our Corporate & Institutional Banking segment.

Loans represented 71% of average interest-earning assets for the first six months of 2014 and 73% of average interest-earning assets for the first six months of 2013.

Average interest-earning deposits with banks, which are primarily maintained with the Federal Reserve Bank, increased significantly to \$13.4 billion for the first six months of 2014 from \$2.2 billion for the first six months of 2013, as we continued to enhance our liquidity position in light of proposed short-term liquidity regulatory standards.

The decrease in average noninterest-earning assets in the first six months of 2014 compared with the first six months of 2013 was primarily driven by decreased unsettled securities sales and securities valuations, both of which are included in noninterest-earning assets for average balance sheet purposes.

Average total deposits increased \$9.3 billion to \$219.2 billion in the first six months of 2014 compared with the first six months of 2013, primarily due to an increase of \$11.4 billion in average transaction deposits, which grew to \$185.1 billion for the first six months of 2014. Higher average money market deposits, average interest-bearing demand deposits and average noninterest-bearing deposits drove the increase in both commercial and consumer average transaction deposits. These increases were partially offset by a decrease of \$2.8 billion in average retail certificates of deposit attributable to runoff of maturing accounts. Total deposits at June 30, 2014 were \$222.6 billion compared with \$220.9 billion at December 31, 2013 and are further discussed within the Consolidated Balance Sheet Review section of this Financial Review.

Average total deposits represented 68% of average total assets for the first six months of 2014 and 69% for the first six months of 2013.

The increase in average borrowed funds in the first six months of 2014 compared with the first six months of 2013 was

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primarily due to increases in average Federal Home Loan Bank (FHLB) borrowings and average bank notes and senior debt, in part to enhance our liquidity position in light of proposed short-term liquidity regulatory standards. These increases were partially offset by a decline in average commercial paper. Total borrowed funds at June 30, 2014 were \$49.1 billion compared with \$46.1 billion at December 31, 2013 and are further discussed within the Consolidated Balance Sheet Review section of this Financial Review. The Liquidity Risk Management portion of the Risk Management section of this Financial Review includes additional information regarding our sources and uses of borrowed funds.

**Table 3: Results Of Businesses – Summary**  
(Unaudited)

Six months ended June 30 – in millions	Net Income		Revenue		Average Assets (a)	
	2014	2013	2014	2013	2014	2013
Retail Banking	\$ 383	\$ 278	\$ 3,008	\$ 3,037	\$ 75,559	\$ 74,317
Corporate & Institutional Banking	993	1,153	2,646	2,761	119,992	111,941
Asset Management Group	90	79	549	509	7,642	7,210
Residential Mortgage Banking	32	65	433	519	8,128	10,604
BlackRock	253	220	332	287	6,400	5,982
Non-Strategic Assets Portfolio	209	139	295	394	8,732	10,511
Total business segments	1,960	1,934	7,263	7,507	226,453	220,565
Other (b) (c) (d)	152	176	324	512	94,596	82,081
Total	\$ 2,112	\$ 2,110	\$ 7,587	\$ 8,019	\$ 321,049	\$ 302,646

(a) Period-end balances for BlackRock.

(b) "Other" average assets include investment securities 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 18 Segment Reporting in the Notes To Consolidated Financial Statements in this Report.

(d) The decrease in revenue in the first six months of 2014 compared to the first six months of 2013 for "Other" reflected a decline in net interest income primarily due to decreased investment securities income and higher borrowed funds expense, while the decline in noninterest income was more than offset by a decrease in noninterest expense.

## CONSOLIDATED INCOME STATEMENT REVIEW

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

Net income was \$2.1 billion for both the first six months of 2014 and 2013 as a 4% reduction in noninterest expense and lower provision for credit losses were offset by a 5% decline in total revenue. Second quarter 2014 net income decreased \$63 million to \$1.1 billion, compared with second quarter 2013, as a 3% reduction in noninterest expense and lower provision for credit losses were more than offset by a 6% decline in revenue. Lower revenue in both comparisons reflected single-digit declines, on a percentage basis, in both net interest income and noninterest income.

## BUSINESS SEGMENT HIGHLIGHTS

Total business segment earnings were \$2.0 billion and \$1.9 billion for the first six months of 2014 and 2013, respectively. The Business Segments Review section of this Financial Review includes further analysis of our business segment results over the first six months of 2014 and 2013, including presentation differences from Note 18 Segment Reporting in our Notes To Consolidated Financial Statements of this Report. Note 18 Segment Reporting presents results of businesses for the three months and six months ended June 30, 2014 and 2013.

We provide a reconciliation of total business segment earnings to PNC total consolidated net income as reported on a GAAP basis in Note 18 Segment Reporting in our Notes To Consolidated Financial Statements of this Report.

## NET INTEREST INCOME

**Table 4: Net Interest Income and Net Interest Margin**

Dollars in millions	Six months ended June 30		Three months ended June 30	
	2014	2013	2014	2013
Net interest income	\$4,324	\$4,647	\$2,129	\$2,258
Net interest margin	3.19%	3.69%	3.12%	3.58%

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 on purchased impaired loans in the Consolidated Balance Sheet Review section of this Financial Review for additional information.

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Net interest income decreased by \$323 million, or 7%, in the first six months of 2014 compared with the prior year, including a decline of \$129 million, or 6%, in the second quarter compared with the same prior year quarter. The declines in both comparisons were primarily due to lower purchase accounting accretion and lower yields on loans, partially offset by the impact of loan growth. The declines also reflected a second quarter 2014 correction to reclassify certain commercial facility fees of \$31 million from net interest income to noninterest income. Lower investment securities yields in the year-to-date comparison and lower investment securities balances in the quarter-to-date comparison also contributed to the declines.

Lower net interest margins in both comparisons were driven by 52 basis point and 47 basis point declines in the yields on total interest-earning assets in both the year-to-date and quarter-to-date comparisons, respectively, which included the impact of lower purchase accounting accretion, continued spread compression, and repricing of commercial loans in a

lower rate environment. The rate paid on interest-bearing liabilities remained relatively stable in both comparisons.

These declines in total interest-earning asset yields, in both comparisons, primarily reflected lower yields on new and repricing loans in the ongoing low rate environment, the impact of the second quarter 2014 correction to reclassify certain commercial facility fees and the impact of higher interest-earning deposits maintained with the Federal Reserve Bank in light of proposed short-term liquidity regulatory standards. The year-to-date comparison also reflected lower rates on the investment securities portfolio.

In the third quarter of 2014, we expect net interest income to be down modestly due to the continued decline in purchase accounting accretion and further interest rate spread compression related to loans and investment securities.

For full year 2014, we expect total purchase accounting accretion to be down approximately \$300 million compared with 2013. In 2015, we expect purchase accounting accretion to be down approximately \$225 million compared to 2014.

## NONINTEREST INCOME

Table 5: Noninterest Income

Dollars in millions	Six months ended June 30				Three months ended June 30			
	2014	2013	Change		2014	2013	Change	
			\$	%			\$	%
<b>Noninterest income</b>								
Asset management	\$ 726	\$ 648	\$ 78	12%	\$ 362	\$ 340	\$ 22	6%
Consumer services	613	610	3	—	323	314	9	3
Corporate services	644	603	41	7	343	326	17	5
Residential mortgage	343	401	(58)	(14)	182	167	15	9
Service charges on deposits	303	283	20	7	156	147	9	6
Net gains on sales of securities	4	75	(71)	(95)	(6)	61	(67)	(110)
Net other-than-temporary impairments	(3)	(14)	11	79	(1)	(4)	3	75
Other	633	766	(133)	(17)	322	455	(133)	(29)
<b>Total noninterest income</b>	<b>\$3,263</b>	<b>\$3,372</b>	<b>\$(109)</b>	<b>(3)%</b>	<b>\$1,681</b>	<b>\$1,806</b>	<b>\$(125)</b>	<b>(7)%</b>

Noninterest income decreased in both prior year comparisons as strong fee income growth and the impact from lower provision for residential mortgage repurchase obligations were more than offset by a decline in residential mortgage loan sales revenue, reductions in asset valuations and lower gains on asset sales.

Noninterest income as a percentage of total revenue was 43% for the first six months of 2014, up from 42% for the first six months of 2013, and was 44% in both the second quarter of 2014 and 2013.

Asset management revenue increased in both comparisons to the prior year periods, reflecting increases in the equity markets and sales production. The increase in the first six months of 2014 also reflected increased earnings from our BlackRock investment. Discretionary assets under management increased to \$131 billion at June 30, 2014 compared with \$117 billion at June 30, 2013 driven by higher

equity markets and year-to-date positive net flows, primarily from the institutional business, after adjustments to total net flows for cyclical client activities, due to strong sales performance.

Consumer service fees increased slightly in both the year-to-date and second quarter comparisons, primarily due to growth in customer-initiated transaction volumes that was mostly offset by several individually insignificant items.

Corporate services revenue increased to \$644 million for the first six months of 2014, including \$343 million in the second quarter of 2014, compared to \$603 million for the first six months of 2013, which included \$326 million for the second quarter of 2013. The comparisons reflected higher merger and acquisition advisory fees and a second quarter 2014 correction to reclassify certain commercial facility fees of \$31 million from net interest income to noninterest income. These increases were partially offset by lower net commercial mortgage servicing rights valuation gains, which were \$25



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million for the first six months of 2014 compared to \$55 million for the first six months of 2013. The respective gain amounts for the second quarters of 2014 and 2013 were \$14 million and \$44 million.

Residential mortgage revenue decreased to \$343 million in the first six months of 2014 compared with \$401 million in the first six months of 2013. In the second quarter 2014 comparison, residential mortgage revenue increased to \$182 million compared with \$167 million in the second quarter of 2013. Both comparisons included lower loan sales revenue from a reduction in origination volume and lower net hedging gains on residential mortgage servicing rights. The decline in loan sales revenue was partially mitigated by the impact of second quarter 2014 gains on sales of previously underperforming portfolio loans.

The overall decline in residential mortgage revenue for the first six months of 2014 was partially offset by the impact of improvement in the provision for residential mortgage repurchase obligations, which was a benefit of \$17 million for the first six months of 2014 compared to a provision of \$77 million in the prior year period.

For the second quarter of 2014, residential mortgage revenue increased compared to the prior year quarter, as the decreases in loan sales revenue and net hedging gains on residential mortgage servicing rights were more than offset by the improvement in the provision for residential mortgage repurchase obligations, which was an insignificant amount in the current year quarter, compared to \$73 million for the second quarter of 2013.

Service charges on deposits increased in both comparisons to the prior year periods due to growth in customer activity and changes in product offerings.

Other noninterest income decreased to \$633 million for the first six months of 2014 compared with \$766 million for the first six months of 2013. Second quarter 2014 other noninterest income declined to \$322 million compared to \$455 million for the second quarter of 2013. Decreases in both of the comparisons were driven by lower revenue from credit valuations for customer-related derivatives activities as higher market interest rates impacted the fair value of PNC's credit exposure on these activities. The impacts of these valuations to other noninterest income was a loss of \$18 million for the first six months of 2014 compared to income of \$41 million for the first six months of 2013, while in the quarterly comparison the second quarter 2014 loss was insignificant and the second quarter of 2013 included income of \$39 million. In addition to these declines, other noninterest income decreased due to lower revenue from private equity investments and a decline in the market value of investments related to deferred compensation obligations. The six month comparison also

reflected lower revenue associated with commercial mortgage banking activity in the 2014 period.

Other noninterest income in the first six months of 2014 included a gain of \$116 million on the sale of 2 million shares Visa Class B common shares, with a gain in the second quarter of 2014 of \$54 million on the sale of 1 million shares, compared to an \$83 million gain on the sale of 2 million shares in the second quarter of 2013. At June 30, 2014, we held approximately 8 million Visa Class B common shares with a fair value of approximately \$741 million at a recorded investment of approximately \$112 million.

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

In the third quarter of 2014, we expect fee-based noninterest income to remain stable as we anticipate growth in our other fee-based businesses to offset an expected decline in the third quarter related to second quarter 2014 gains on sales of residential mortgage banking portfolio loans.

Assuming a continuation of the current economic environment, we continue to expect that full year 2014 revenue will be under pressure, and as a result, could likely be down compared to full year 2013 revenue due to expected purchase accounting accretion declines and lower residential mortgage revenues.

### **PROVISION FOR CREDIT LOSSES**

The provision for credit losses totaled \$166 million for the first six months of 2014 compared with \$393 million for the first six months of 2013. The provision for credit losses was \$72 million for the second quarter of 2014 compared with \$157 million for the second quarter of 2013. The declines in both comparisons reflected overall credit quality improvement with the increasing value of residential real estate a contributing factor that improved expected cash flows on our purchased impaired loans.

Assuming a continuation of second quarter 2014 credit trends, we expect our provision for credit losses in the third quarter of 2014 to be between \$75 million and \$125 million.

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.

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### ***NONINTEREST EXPENSE***

Noninterest expense decreased \$181 million, or 4%, to \$4.6 billion for the first six months of 2014, reflecting overall disciplined expense management. The decline was driven by a decrease in personnel expense related to lower headcount and benefits costs and a reduction in other noninterest expense, which reflected the impacts of a first quarter 2013 contribution to the PNC Foundation and second quarter 2013 noncash charges for unamortized discounts of \$30 million related to redemption of trust preferred securities.

For the second quarter of 2014, noninterest expense was \$2.3 billion in the second quarter of 2014, a decline of \$77 million, or 3%, compared with the prior year quarter. The decrease reflected lower benefits costs, reductions in other real estate owned expense and noncredit losses, and the impact of the second quarter 2013 noncash charges related to redemption of trust preferred securities. These declines were partially offset by investments in technology and infrastructure.

In the first six months of 2014 we have completed actions relating to capturing more than two-thirds of our 2014 continuous improvement savings goal of \$500 million, and we expect to achieve the full-year goal. We expect these cost savings to fund investments in our infrastructure, including those related to cybersecurity, and investments in our diversified businesses, including our Retail Banking transformation, consistent with our strategic priorities.

In the first quarter of 2014, we adopted new accounting guidance which changes how investments in low income housing tax credits are recognized. As a result, losses on certain tax credit investments which were previously recorded in noninterest expense are recorded to income taxes. See the discussion under Effective Income Tax Rate below.

For the third quarter of 2014, we expect noninterest expense to increase by low single digits, on a percentage basis, compared to second quarter 2014 related to employee benefit seasonality

and costs related to the automating of our regulatory submissions.

We plan to remain focused on overall disciplined expense management and we continue to expect noninterest expense for full year 2014 to be down compared with full year 2013.

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

The effective income tax rate was 25.3% in the first six months of 2014 compared with 26.0% in the first six months of 2013. For the second quarter of 2014, our effective income tax rate was 25.4% compared with 25.8% for the second quarter of 2013. 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 earnings in other tax exempt investments.

The lower effective income tax rate in both the first six months of 2014 and the second quarter of 2014 compared to the prior year periods was primarily attributable to the impact of higher tax-exempt income and tax credits.

The effective tax rate for both the 2014 and 2013 periods reflects the adoption of Accounting Standards Update (ASU) 2014-01, which relates to amortization of investments in low income housing tax credits. See the Recently Adopted Accounting Standards portion of Note 1 Accounting Policies in the Notes to Consolidated Financial Statements in Part I, Item 1 of this Report for further detail. The retrospective application of this guidance resulted in increased income tax expenses in both periods due to the reclassification of noninterest expense associated with these investments.

As a result of the adoption of this accounting guidance, we now expect our 2014 effective tax rate to be approximately 26%.



## CONSOLIDATED BALANCE SHEET REVIEW

**Table 6: Summarized Balance Sheet Data**

Dollars in millions	June 30 2014	December 31 2013	Change	
			\$	%
<b>Assets</b>				
Interest-earning deposits with banks	\$ 16,876	\$ 12,135	\$ 4,741	39%
Loans held for sale	2,228	2,255	(27)	(1)%
Investment securities	56,602	60,294	(3,692)	(6)%
Loans	200,984	195,613	5,371	3%
Allowance for loan and lease losses	(3,453)	(3,609)	156	4%
Goodwill	9,074	9,074	—	— %
Other intangible assets	1,997	2,216	(219)	(10)%
Other, net	42,756	42,214	542	1%
<b>Total assets</b>	<b>\$327,064</b>	<b>\$ 320,192</b>	<b>\$ 6,872</b>	<b>2%</b>
<b>Liabilities</b>				
Deposits	\$222,554	\$ 220,931	\$ 1,623	1%
Borrowed funds	49,066	46,105	2,961	6%
Other	9,651	9,119	532	6%
<b>Total liabilities</b>	<b>281,271</b>	<b>276,155</b>	<b>5,116</b>	<b>2%</b>
<b>Equity</b>				
Total shareholders' equity	44,205	42,334	1,871	4%
Noncontrolling interests	1,588	1,703	(115)	(7)%
<b>Total equity</b>	<b>45,793</b>	<b>44,037</b>	<b>1,756</b>	<b>4%</b>
<b>Total liabilities and equity</b>	<b>\$327,064</b>	<b>\$ 320,192</b>	<b>\$ 6,872</b>	<b>2%</b>

The summarized balance sheet data above is based upon our Consolidated Balance Sheet in Part I, Item 1 of this Report.

The increase in total assets was primarily due to higher interest-earning deposits with banks and loan growth, partially offset by lower investment securities. The increase in interest-earning deposits with banks resulted from the continuation of PNC's efforts to enhance its liquidity position in light of proposed short-term liquidity regulatory standards. Interest-earning deposits with banks included balances held with the Federal Reserve Bank of Cleveland of \$16.5 billion and \$11.7 billion at June 30, 2014 and December 31, 2013, respectively. The increase in liabilities was largely due to growth in deposits and higher Federal Home Loan Bank borrowings and issuances of bank notes and senior debt and subordinated debt,

partially offset by a decline in federal funds purchased and repurchase agreements. An analysis of changes in selected balance sheet categories follows.

### **LOANS**

Outstanding loan balances of \$201.0 billion at June 30, 2014 and \$195.6 billion at December 31, 2013 were net of unearned income, net deferred loan fees, unamortized discounts and premiums, and purchase discounts and premiums totaling \$1.9 billion at June 30, 2014 and \$2.1 billion at December 31, 2013, 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.

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**Table 7: Details Of Loans**

			Change	
	June 30	December 31		
Dollars in millions	2014	2013	\$	%
Commercial lending				
Commercial				
Retail/wholesale trade	\$ 16,146	\$ 15,530	\$ 616	4%
Manufacturing	18,683	16,208	2,475	15%
Service providers	13,734	13,052	682	5%
Real estate related (a)	10,908	10,729	179	2%
Financial services	4,846	4,927	(81)	(2)%
Health care	8,939	8,690	249	3%
Other industries	20,280	19,242	1,038	5%
Total commercial	93,536	88,378	5,158	6%
Commercial real estate				
Real estate projects (b)	14,535	13,613	922	7%
Commercial mortgage	8,384	7,578	806	11%
Total commercial real estate	22,919	21,191	1,728	8%
Equipment lease financing	7,628	7,576	52	1%
Total commercial lending (c)	124,083	117,145	6,938	6%
Consumer lending				
Home equity				
Lines of credit	20,959	21,696	(737)	(3)%
Installment	14,507	14,751	(244)	(2)%
Total home equity	35,466	36,447	(981)	(3)%
Residential real estate				
Residential mortgage	13,965	14,418	(453)	(3)%
Residential construction	595	647	(52)	(8)%
Total residential real estate	14,560	15,065	(505)	(3)%
Credit card	4,435	4,425	10	—%
Other consumer				
Education	7,118	7,534	(416)	(6)%
Automobile	11,005	10,827	178	2%
Other	4,317	4,170	147	4%
Total consumer lending	76,901	78,468	(1,567)	(2)%
Total loans	\$200,984	\$ 195,613	\$ 5,371	3%

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

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

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

The increase in loans was driven by the increase in commercial lending as a result of growth in commercial and commercial real estate loans, primarily from new customers and organic growth. The decline in consumer lending resulted from lower home equity, residential mortgage and education loans, partially offset by growth in credit card and automobile loans.

Loans represented 61% of total assets at both June 30, 2014 and December 31, 2013. Commercial lending represented 62% of the loan portfolio at June 30, 2014 and 60% at December 31, 2013. Consumer lending represented 38% of

the loan portfolio at June 30, 2014 and 40% at December 31, 2013.

Commercial real estate loans represented 11% of total loans at both June 30, 2014 and December 31, 2013 and represented 7% of total assets at both June 30, 2014 and December 31, 2013. See the Credit Risk Management portion of the Risk Management section of this Financial Review for additional information regarding our loan portfolio.

Total loans above include purchased impaired loans of \$5.6 billion, or 3% of total loans, at June 30, 2014, and \$6.1 billion, or 3% of total loans, at December 31, 2013.

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

### ALLOWANCE FOR LOAN AND LEASE LOSSES (ALLL)

Our total ALLL of \$3.5 billion at June 30, 2014 consisted of \$1.6 billion and \$1.9 billion established for the commercial lending and consumer lending categories, respectively. The ALLL included what we believe to be appropriate loss coverage on all loans, including 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 Note 1 Accounting Policies, Note 4 Asset Quality and Note 6 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 first six months of 2014 and 2013 follows. Additional information is provided in Note 5 Purchased Loans in the Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report.

**Table 8: Accretion – Purchased Impaired Loans**

In millions	Three months ended June 30		Six months ended June 30	
	2014	2013	2014	2013
Accretion on purchased impaired loans				
Scheduled accretion	\$ 120	\$ 150	\$ 245	\$ 307
Reversal of contractual interest on impaired loans	(70)	(83)	(138)	(168)
Scheduled accretion net of contractual interest	50	67	107	139
Excess cash recoveries	35	11	64	61
Total	\$ 85	\$ 78	\$ 171	\$ 200

**Table 9: Purchased Impaired Loans – Accretable Yield**

In millions	2014	2013
January 1	\$2,055	\$2,166
Scheduled accretion	(245)	(307)
Excess cash recoveries	(64)	(61)
Net reclassifications to accretable from non-accretable and other activity (a)	190	366
June 30 (b)	\$1,936	\$2,164

(a) Approximately 78% and 58% of the net reclassifications for the first six months ended June 30, 2014 and 2013, respectively, 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, 2014, we estimate that \$1.9 billion of accretable interest on purchased credit impaired loans will be recognized in future interest income, \$1.1 billion of which is expected to be contractual interest.

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Information related to the valuation of purchased impaired loans at June 30, 2014 and December 31, 2013 follows.

**Table 10: Valuation of Purchased Impaired Loans**

Dollars in millions	June 30, 2014		December 31, 2013	
	Balance	Net Investment	Balance	Net Investment
<b>Commercial and commercial real estate loans:</b>				
Outstanding balance	\$ 676		\$ 937	
Purchased impaired mark	(197)		(264)	
Recorded investment	479		673	
Allowance for loan losses	(108)		(133)	
Net investment	371	55%	540	58%
<b>Consumer and residential mortgage loans:</b>				
Outstanding balance	5,120		5,548	
Purchased impaired mark	(42)		(115)	
Recorded investment	5,078		5,433	
Allowance for loan losses	(778)		(871)	
Net investment	4,300	84%	4,562	82%
<b>Total purchased impaired loans:</b>				
Outstanding balance	5,796		6,485	
Purchased impaired mark	(239)		(379)	
Recorded investment	5,557		6,106	
Allowance for loan losses	(886)		(1,004)	
Net investment	\$4,671	81%	\$ 5,102	79%

At June 30, 2014, our largest individual purchased impaired loan had a recorded investment of \$12 million. We currently expect to collect total cash flows of \$6.6 billion on purchased impaired loans, representing the \$4.7 billion net investment at June 30, 2014 and the accretable net interest of \$1.9 billion shown in Table 9.

### 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 June 30, 2014.

**Table 11: Weighted Average Life of the Purchased Impaired Portfolios**

As of June 30, 2014 Dollars in millions	Recorded Investment	WAL (a)
Commercial	\$ 109	1.8 years
Commercial real estate	370	1.3 years
Consumer (b) (c)	2,150	4.4 years
Residential real estate (c)	2,928	5.2 years
<b>Total</b>	<b>\$ 5,557</b>	<b>4.5 years</b>

(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.

(c) In 2014, the weighted average life of the purchased impaired portfolio increased, primarily driven by residential real estate and home equity loans. Increasing a portfolio's weighted average life will result in more interest income being recognized on purchased impaired loans in future periods.

### PURCHASED IMPAIRED LOANS – ACCRETABLE DIFFERENCE SENSITIVITY ANALYSIS

The following table provides a sensitivity analysis on the Total 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, 2014	Declining Scenario (a)	Improving Scenario (b)
Expected Cash Flows	\$ 6.6	\$ (.2)	\$ .3
Accretable Difference	1.9	—	.1
Allowance for Loan and Lease Losses	(.9)	(.1)	.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.

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The present value impact of declining cash flows is primarily reflected as immediate impairment charge to the provision for credit losses, resulting in an increase to the allowance for loan and lease losses. The present value 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 Loan Commitments**

In millions	June 30 2014	December 31 2013
Total commercial lending (a)	\$ 91,209	\$ 90,104
Home equity lines of credit	18,323	18,754
Credit card	17,343	16,746
Other	4,571	4,266
<b>Total</b>	<b>\$131,446</b>	<b>\$ 129,870</b>

(a) Less than 5% of net unfunded loan 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.

Standby bond purchase agreements totaled \$980 million at June 30, 2014 and \$1.3 billion at December 31, 2013 and are included in the preceding table, primarily within the Total commercial lending category.

In addition to the credit commitments set forth in the table above, our net outstanding standby letters of credit totaled \$10.5 billion at both June 30, 2014 and December 31, 2013. 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 1 Accounting Policies in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

### INVESTMENT SECURITIES

The following table presents the distribution of our investment securities portfolio. We have included credit ratings information because the information is an indicator of the degree of credit risk to which we are exposed. Changes in credit ratings classifications could indicate increased or decreased credit risk and could be accompanied by a reduction or increase in the fair value of our investment securities portfolio. For those securities, where during our quarterly security-level impairment assessments we determined losses represented other-than-temporary impairment (OTTI), we have recorded cumulative credit losses of \$1.2 billion in earnings and accordingly have reduced the amortized cost of our securities. See Table 76 in Note 7 Investment Securities in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for more detail. The majority of these cumulative impairment charges related to non-agency residential mortgage-backed and asset-backed securities rated BB or lower.

**Table 14: Investment Securities**

Dollars in millions	June 30, 2014		December 31, 2013		Ratings (a) As of June 30, 2014				
	Amortized Cost	Fair Value	Amortized Cost	Fair Value	AAA/ AA	A	BBB	BB and Lower	No Rating
U.S. Treasury and government agencies	\$ 5,453	\$ 5,638	\$ 4,229	\$ 4,361	100%				
Agency residential mortgage-backed	25,402	25,930	28,483	28,652	100				
Non-agency residential mortgage-backed	5,385	5,629	5,750	5,894	11	1%	3%	82%	3%
Agency commercial mortgage-backed	1,795	1,871	1,883	1,946	100				
Non-agency commercial mortgage-backed (b)	4,710	4,855	5,624	5,744	69	11	11	4	5
Asset-backed (c)	6,361	6,414	6,763	6,773	90	1		8	1
State and municipal	3,925	4,057	3,664	3,678	83	12			5
Other debt	2,122	2,179	2,845	2,891	67	24	8		1
Corporate stock and other	355	362	434	433					100
<b>Total investment securities (d)</b>	<b>\$55,508</b>	<b>\$56,935</b>	<b>\$59,675</b>	<b>\$60,372</b>	<b>84%</b>	<b>3%</b>	<b>2%</b>	<b>9%</b>	<b>2%</b>

(a) Ratings percentages allocated based on amortized cost.

(b) Collateralized primarily by retail properties, office buildings, lodging properties and multi-family housing.

(c) Collateralized primarily by government guaranteed student loans and other consumer credit products and corporate debt.

(d) Includes available for sale and held to maturity securities.

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Investment securities represented 17% of total assets at June 30, 2014 and 19% at December 31, 2013.

We evaluate our investment securities portfolio 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. At June 30, 2014, 84% of the securities in the portfolio were rated AAA/AA, with U.S. Treasury and government agencies, agency residential mortgage-backed and agency commercial mortgage-backed securities collectively representing 58% of the portfolio.

The investment securities portfolio includes both available for sale and held to maturity securities. Securities classified as available for sale are carried at fair value with net unrealized gains and losses, representing the difference between amortized cost and fair value, included in Shareholders' equity as Accumulated other comprehensive income or loss, net of tax, on our Consolidated Balance Sheet. Securities classified as held to maturity are carried at amortized cost. As of June 30, 2014, the amortized cost and fair value of available for sale securities totaled \$43.4 billion and \$44.5 billion, respectively, compared to an amortized cost and fair value as of December 31, 2013 of \$48.0 billion and \$48.6 billion, respectively. The amortized cost and fair value of held to maturity securities were \$12.1 billion and \$12.4 billion, respectively, at June 30, 2014, compared to \$11.7 billion and \$11.8 billion, respectively, at December 31, 2013.

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 in the total investment securities portfolio increased to \$1.4 billion at June 30, 2014 from \$ .7 billion at December 31, 2013 primarily due to the impact of market interest rates and credit spreads. The comparable amounts for the securities available for sale portfolio were \$1.1 billion and \$.6 billion, respectively.

Unrealized gains and losses on available for sale debt securities do not impact liquidity. However these gains and losses do affect risk-based capital under the regulatory capital rules in effect beginning in 2014 for PNC. Also, a change in the securities' credit ratings could impact the liquidity of the securities and may be indicative of a change in credit quality, which could affect our risk-weighted assets and, therefore, our regulatory capital ratios under the regulatory capital rules in effect for 2014. In addition, the amount representing the

credit-related portion of OTTI on available for sale securities would reduce our earnings and regulatory capital ratios.

During the second quarter of 2014, we transferred securities with a fair value of \$1.4 billion from available for sale to held to maturity. We changed our intent and committed to hold these high-quality securities to maturity in order to reduce the impact of price volatility on Accumulated other comprehensive income and certain capital measures, after taking into consideration market conditions and regulatory capital requirements under Basel III capital standards. See additional discussion of this transfer in Note 7 Investment Securities in our Notes To Consolidated Financial Statements included in Part I, Item I of this Report.

The duration of investment securities was 2.4 years at June 30, 2014. We estimate that, at June 30, 2014, the effective duration of investment securities was 2.5 years for an immediate 50 basis points parallel increase in interest rates and 2.3 years for an immediate 50 basis points parallel decrease in interest rates. Comparable amounts at December 31, 2013 were 3.0 years and 2.8 years, respectively.

At least quarterly, we conduct a comprehensive security-level impairment assessment on all securities. For securities in an unrealized loss position, we determine whether the loss represents OTTI. For debt securities that we neither intend to sell nor believe we will be required to sell prior to expected recovery, we recognize the credit portion of OTTI charges in current earnings and include the noncredit portion of OTTI in Net unrealized gains (losses) on OTTI securities on our Consolidated Statement of Comprehensive Income and net of tax in Accumulated other comprehensive income (loss) on our Consolidated Balance Sheet. During the first six months of 2014 and 2013 we recognized OTTI credit losses of \$3 million and \$14 million, respectively. The credit losses related to residential mortgage-backed and asset-backed securities collateralized by non-agency residential loans.

If 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.

Additional information regarding our investment securities is included in Note 7 Investment Securities and Note 8 Fair Value in the Notes To Consolidated Financial Statements included in Part I, Item 1 of this Report.

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### LOANS HELD FOR SALE

**Table 15: Loans Held For Sale**

In millions	June 30 2014	December 31 2013
Commercial mortgages at fair value	\$ 521	\$ 586
Commercial mortgages at lower of cost or fair value	379	281
Total commercial mortgages	900	867
Residential mortgages at fair value	1,259	1,315
Residential mortgages at lower of cost or fair value	12	41
Total residential mortgages	1,271	1,356
Other	57	32
Total	\$2,228	\$ 2,255

For commercial mortgages held for sale at fair value, we stopped originating these and continue to pursue opportunities to reduce these positions.

For commercial mortgages held for sale carried at lower of cost or fair value, we sold \$935 million during the first six months of 2014 compared to \$1.4 billion during the first six months of 2013. All of these loan sales were to government agencies. Total gains of \$29 million were recognized on the valuation and sale of commercial mortgage loans held for sale, net of hedges, during the first six months of 2014, including \$22 million in the second quarter. Comparable amounts for 2013 were \$43 million and \$20 million, respectively.

## FUNDING AND CAPITAL SOURCES

**Table 16: Details Of Funding Sources**

Dollars in millions	June 30 2014	December 31 2013	Change	
			\$	%
<b>Deposits</b>				
Money market	\$110,404	\$ 108,631	\$ 1,773	2%
Demand	78,083	77,756	327	—%
Retail certificates of deposit	19,713	20,795	(1,082)	(5)%
Savings	12,037	11,078	959	9%
Time deposits in foreign offices and other time deposits	2,317	2,671	(354)	(13)%
Total deposits	222,554	220,931	1,623	1%
<b>Borrowed funds</b>				
Federal funds purchased and repurchase agreements	3,132	4,289	(1,157)	(27)%
Federal Home Loan Bank borrowings	15,023	12,912	2,111	16%
Bank notes and senior debt	14,102	12,603	1,499	12%
Subordinated debt	9,099	8,244	855	10%
Commercial paper	4,999	4,997	2	—%
Other	2,711	3,060	(349)	(11)%
Total borrowed funds	49,066	46,105	2,961	6%
Total funding sources	\$271,620	\$ 267,036	\$ 4,584	2%

Residential mortgage loan origination volume was \$4.5 billion during the first six months of 2014 compared to \$8.9 billion for the first six months of 2013. The majority of such loans were originated under agency or Federal Housing Administration (FHA) standards. We sold \$4.3 billion of loans and recognized related gains of \$225 million during the first six months of 2014, of which \$137 million occurred in the second quarter. The comparable amounts for the six months of 2013 were \$8.0 billion and \$362 million, respectively, including \$190 million in the second quarter.

Interest income on loans held for sale was \$47 million in the first six months of 2014, including \$24 million in the second quarter. Comparable amounts for 2013 were \$85 million and \$32 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 2 Loan Sale and Servicing Activities and Variable Interest Entities and Note 8 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 \$11.1 billion at June 30, 2014 and \$11.3 billion at December 31, 2013. The decrease of \$.2 billion was primarily due to fair value changes of residential mortgage servicing rights, partially offset by new additions and purchases of mortgage servicing rights. See additional information regarding our goodwill and intangible assets in Note 9 Goodwill and Other Intangible Assets included in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

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See the Liquidity Risk Management portion of the Risk Management section of this Financial Review for additional information regarding our 2014 capital and liquidity activities.

The increase in deposits during the first six months of 2014 was primarily driven by increases in money market and savings deposits, partially offset by lower retail certificates of

deposit. Interest-bearing deposits represented 68% of total deposits at both June 30, 2014 and December 31, 2013. Total borrowed funds increased \$3.0 billion since December 31, 2013 as higher Federal Home Loan Bank borrowings and issuances of bank notes and senior debt and subordinated debt were partially offset by a decline in federal funds purchased and repurchase agreements.

## CAPITAL

**Table 1 7: Shareholders' Equity**

Dollars in millions	June 30 2014	December 31 2013	Change	
			\$	%
Shareholders' equity				
Preferred stock (a)				
Common stock	\$ 2,703	\$ 2,698	\$ 5	—%
Capital surplus – preferred stock	3,944	3,941	3	—%
Capital surplus – common stock and other	12,506	12,416	90	1%
Retained earnings	24,755	23,251	1,504	6%
Accumulated other comprehensive income	881	436	445	102%
Common stock held in treasury at cost	(584)	(408)	(176)	(43)%
<b>Total shareholders' equity</b>	<b>\$44,205</b>	<b>\$ 42,334</b>	<b>\$1,871</b>	<b>4%</b>

(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 \$1.9 billion compared with December 31, 2013, primarily reflecting an increase in retained earnings of \$1.5 billion (driven by net income of \$2.1 billion and the impact of \$606 million of common and preferred dividends declared) and an increase of \$445 million in accumulated other comprehensive income. This increase was primarily due to the impact of market interest rates and credit spreads on securities available for sale and derivatives that are part of cash flow hedging strategies, along with the impact of pension and other postretirement benefit plan adjustments. Common shares outstanding were 532 million at June 30, 2014 and 533 million at December 31, 2013.

Our current common stock repurchase program authorization 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, the potential impact on our credit ratings, contractual and regulatory limitations, and the results of the supervisory assessment of capital adequacy and capital planning processes

undertaken by the Federal Reserve and our primary bank regulators as part of the CCAR process. The Federal Reserve accepted our 2014 capital plan and did not object to our proposed capital actions. The capital plan included share repurchase programs of up to \$1.5 billion for the four quarter period beginning in the second quarter of 2014 under PNC's existing common stock repurchase authorization. These programs include repurchases of up to \$200 million to mitigate the financial impact of employee benefit plan transactions. In the second quarter of 2014, PNC repurchased 2.6 million common shares for \$223 million under the capital plan authorization. Under the "de minimis" safe harbor of the Federal Reserve's capital plan rule, PNC may make limited repurchases of common stock or other capital distributions in amounts that exceed the amounts included in its most recently approved capital plan, provided that, among other things, such distributions do not exceed, in the aggregate, 1% of PNC's Tier 1 capital and the Federal Reserve does not object to the additional repurchases or distributions. Under this "de minimis" safe harbor, PNC repurchased \$50 million of common shares to mitigate the financial impact of employee benefit plan transactions in the first quarter of 2014. See the Supervision and Regulation section of Item 1 Business of our 2013 Form 10-K for further information concerning the CCAR process and the factors the Federal Reserve takes into consideration in its evaluation of capital plans and the Capital and Liquidity Actions portion of the Executive Summary section of our Financial Review for the impact of the Federal Reserve's current supervisory assessment of the capital adequacy program.



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**Table 18: Basel III Capital**

	June 30, 2014	
	Transitional Basel III (a) (c)	Pro forma Fully Phased-In Basel III (b) (c)
Dollars in millions		
<b>Common equity Tier 1 capital</b>		
Common stock plus related surplus, net of treasury stock	\$ 14,625	\$ 14,625
Retained earnings	24,755	24,755
Accumulated other comprehensive income for securities currently and previously held as available for sale	151	756
Accumulated other comprehensive income for pension and other postretirement plans	(36)	(180)
Goodwill, net of associated deferred tax liabilities	(8,838)	(8,838)
Other disallowed intangibles, net of deferred tax liabilities	(85)	(424)
Other adjustments/(deductions)	(5)	(74)
<b>Total common equity Tier 1 capital before threshold deductions</b>	<b>30,567</b>	<b>30,620</b>
Total threshold deductions	(216)	(1,075)
<b>Common equity Tier 1 capital</b>	<b>30,351</b>	<b>29,545</b>
<b>Additional Tier 1 capital</b>		
Preferred stock	3,944	3,944
Trust preferred capital securities	99	
Noncontrolling interests (d)	790	42
Other adjustments/(deductions)	(86)	(95)
<b>Tier 1 capital</b>	<b>35,098</b>	<b>33,436</b>
<b>Additional Tier 2 capital</b>		
Qualifying subordinated debt	5,804	4,961
Trust preferred capital securities	99	
Allowance for loan and lease losses included in Tier 2 capital	3,443	194
Other	2	10
<b>Total Basel III capital</b>	<b>\$ 44,446</b>	<b>\$ 38,601</b>
<b>Risk-Weighted Assets (e)</b>		
Basel I risk-weighted assets calculated in accordance with transition rules for 2014 (f)	\$ 277,126	N/A
Estimated Basel III standardized approach risk-weighted assets (g)	N/A	\$ 295,217
Estimated Basel III advanced approaches risk-weighted assets (h)	N/A	290,063
<b>Average quarterly adjusted total assets</b>	<b>312,747</b>	<b>311,503</b>
<b>Basel III capital ratios</b>		
Common equity Tier 1	11.0%	10.0%(i)(k)
Tier 1 risk-based	12.7	11.3(i)(l)
Total capital risk-based	16.0	13.3(j)(m)
Leverage (n)	11.2	10.7

(a) Calculated using the regulatory capital methodology applicable to PNC during 2014.

(b) PNC utilizes the pro forma fully phased-in Basel III capital ratios to assess its capital position (without the benefit of phase-ins), including comparison to similar estimates made by other financial institutions.

(c) Basel III capital ratios and estimates may be impacted by additional regulatory guidance or analysis and, in the case of those ratios calculated using the advanced approaches, the ongoing evolution, validation and regulatory approval of PNC's models integral to the calculation of advanced approaches risk-weighted assets.

(d) Includes primarily REIT Preferred Securities.

(e) Calculated as of period end.

(f) Includes credit and market risk-weighted assets.

(g) Estimated based on Basel III standardized approach rules and includes credit and market risk-weighted assets.

(h) Estimated based on Basel III advanced approaches rules and includes credit, market and operational risk-weighted assets.

(i) Pro forma fully phased-in Basel III capital ratio based on estimated Basel III standardized approach risk-weighted assets.

(j) Pro forma fully phased-in Basel III capital ratio based on estimated Basel III advanced approaches risk-weighted assets.

(k) For comparative purposes only, the pro forma fully phased-in advanced approaches Basel III Common equity Tier 1 capital ratio is 10.2%. This capital ratio is calculated using Common equity Tier 1 capital and dividing by estimated Basel III advanced approaches risk-weighted assets.

(l) For comparative purposes only, the pro forma fully phased-in advanced approaches Basel III Tier 1 risk-based capital ratio is 11.5%. This capital ratio is calculated using Tier 1 capital and dividing by estimated Basel III advanced approaches risk-weighted assets.

(m) For comparative purposes only, the pro forma fully phased-in standardized approach Basel III Total capital risk-based capital ratio is 14.3%. This ratio is calculated using additional Tier 2 capital which, under the standardized approach, reflects allowance for loan and lease losses of up to 1.25% of credit risk related risk-weighted assets and dividing by estimated Basel III standardized approach risk-weighted assets.

(n) Leverage ratio is calculated based on Tier 1 capital divided by Average quarterly adjusted total assets.

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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 modified the Basel II framework effective January 1, 2014. See the Supervision and Regulation section in Item 1 Business and Item 1A Risk Factors of our 2013 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. Both PNC and PNC Bank, N.A. entered this parallel run phase on January 1, 2013. 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. After PNC exits parallel run, its regulatory risk-based capital ratio for each measure (e.g., Common equity Tier 1 ratio) will be the lower of the ratios as calculated under the standardized approach and the advanced approaches.

As a result of the staggered effective dates of the final U.S. capital rules issued in July 2013, as well as the fact that PNC remains in the parallel run qualification phase for the advanced approaches, PNC’s regulatory risk-based capital ratios in 2014 are based on the definitions of, and deductions from, capital under Basel III (as such definitions and deductions are phased-in for 2014) and Basel I risk-weighted assets (subject to certain adjustments as defined by the Basel III rules). We refer to the capital ratios calculated using these Basel III phased-in provisions and adjusted Basel I risk-weighted assets as the Transitional Basel III ratios.

Federal banking regulators have stated that they expect the largest U.S. bank holding companies, including PNC, to have a level of regulatory capital well in excess of the regulatory minimum and 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. We seek to manage our capital consistent with these regulatory principles, and believe that our June 30, 2014 capital levels were aligned with them.

At June 30, 2014, PNC and PNC Bank, N.A., our domestic bank subsidiary, were both considered “well capitalized,” based on applicable U.S. regulatory capital ratio requirements. To qualify as “well capitalized”, PNC and PNC Bank, N.A. must have, during 2014, Transitional Basel III capital ratios of at least 6% for Tier 1 risk-based and 10% for Total capital risk-based, and PNC Bank, N.A. must have a Transitional Basel III leverage ratio of at least 5%.

Common equity Tier 1 capital as defined under the Basel III rules adopted by the U.S. banking agencies 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 Common equity Tier 1 capital. Also, Basel I regulatory capital excludes accumulated other comprehensive income related to securities currently and previously held as available for sale, as well as pension and other postretirement plans, whereas under Basel III these items are a component of PNC’s capital. The Basel III final rules also eliminate the Tier 1 treatment of trust preferred securities for bank holding companies with \$15 billion or more in assets. In the third quarter of 2013, we concluded our redemptions of the discounted trust preferred securities previously assumed through acquisitions.

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.

We provide additional information regarding regulatory capital requirements and some of their potential impacts on PNC in the Banking Regulation and Supervision section of Item 1 Business, Item 1A Risk Factors and Note 22 Regulatory Matters in the Notes To Consolidated Financial Statements under Item 8 of our 2013 Form 10-K.

PNC’s Basel I ratios, which were PNC’s effective regulatory capital ratios as of December 31, 2013 were 10.5% for Tier 1 common capital ratio, 12.4% for Tier 1 risk-based capital ratio, 15.8% for Total risk-based capital ratio and 11.1% for leverage ratio. Our 2013 Form 10-K included additional information regarding our Basel I capital ratios.

## 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 2013 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 2 Loan Sale and Servicing Activities and Variable Interest Entities in the Notes To Consolidated Financial Statements,
- Note 10 Capital Securities of a Subsidiary Trust and Perpetual Trust Securities in the Notes To Consolidated Financial Statements, and

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- Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements.

PNC consolidates variable interest entities (VIEs) when we are deemed to be the primary beneficiary. The primary beneficiary of a VIE is determined to be the party that meets both of the following criteria: (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.

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, 2014 and December 31, 2013 is included in Note 2 of this Report.

### TRUST PREFERRED SECURITIES

We are subject to certain restrictions, including restrictions on dividend payments, in connection with \$206 million in principal amount of an outstanding junior subordinated

debenture associated with \$200 million of trust preferred securities that were issued by PNC Capital Trust C, a subsidiary statutory trust (both amounts as of June 30, 2014). Generally, if there is (i) an event of default under the debenture, (ii) PNC elects to defer interest on the debenture, (iii) PNC exercises its right to defer payments on the related trust preferred security issued by the statutory trust 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. See Note 14 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in the Notes To Consolidated Financial Statements in Item 8 of our 2013 Form 10-K for information on contractual limitations on dividend payments resulting from securities issued by PNC Preferred Funding Trust I and PNC Preferred Funding Trust II.

## FAIR VALUE MEASUREMENTS

In addition to the following, see Note 8 Fair Value in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for further information regarding fair value.

The following table summarizes the assets and liabilities measured at fair value at June 30, 2014 and December 31, 2013, respectively, and the portions of such assets and liabilities that are classified within Level 3 of the valuation hierarchy.

**Table 1 9: Fair Value Measurements – Summary**

Dollars in millions	June 30, 2014		December 31, 2013	
	Total Fair Value	Level 3	Total Fair Value	Level 3
Total assets	\$58,446	\$10,679	\$63,096	\$10,635
Total assets at fair value as a percentage of consolidated assets	18%		20%	
Level 3 assets as a percentage of total assets at fair value		18%		17%
Level 3 assets as a percentage of consolidated assets		3%		3%
Total liabilities	\$ 4,879	\$ 624	\$ 5,460	\$ 623
Total liabilities at fair value as a percentage of consolidated liabilities	2%		2%	
Level 3 liabilities as a percentage of total liabilities at fair value		13%		11%
Level 3 liabilities as a percentage of consolidated liabilities		<1%		<1%

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 securities in the securities available for sale portfolio for which there was limited market activity, equity investments and mortgage servicing rights.

An instrument's categorization within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. 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. For additional information regarding the transfers of assets or liabilities between hierarchy levels, see Note 8 Fair Value in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

## 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

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Business segment results, including inter-segment revenues, and a description of each business are included in Note 18 Segment Reporting included in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report. Certain amounts included in this Financial Review differ from those amounts shown in Note 18 primarily due to the presentation in this Financial Review of business net interest revenue on a taxable-equivalent basis. Note 18 presents results of businesses for the first six months and second quarter of 2014 and 2013.

## RETAIL BANKING

(Unaudited)

**Table 2 0: Retail Banking Table**

Six months ended June 30		
Dollars in millions, except as noted	2014	2013
<b>Income Statement</b>		
Net interest income	\$ 1,953	\$ 2,061
Noninterest income		
Service charges on deposits	288	270
Brokerage	116	110
Consumer services	466	445
Other	185	151
Total noninterest income	1,055	976
Total revenue	3,008	3,037
Provision for credit losses	149	310
Noninterest expense	2,255	2,287
Pretax earnings	604	440
Income taxes	221	162
Earnings	\$ 383	\$ 278
<b>Average Balance Sheet</b>		
Loans		
Consumer		
Home equity	\$ 29,137	\$ 29,063
Indirect auto	9,043	7,161
Indirect other	751	969
Education	7,422	8,101
Credit cards	4,289	4,085
Other	2,164	2,141
Total consumer	52,806	51,520
Commercial and commercial real estate	10,986	11,318
Floor plan	2,332	2,031
Residential mortgage	635	788
Total loans	66,759	65,657
Goodwill and other intangible assets	6,052	6,138
Other assets	2,748	2,522
Total assets	\$ 75,559	\$ 74,317
Deposits		
Noninterest-bearing demand	\$ 21,634	\$ 20,967
Interest-bearing demand	33,883	31,595
Money market	49,815	48,469
Total transaction deposits	105,332	101,031
Savings	11,568	10,768
Certificates of deposit	19,617	22,251
Total deposits	136,517	134,050
Other liabilities	405	308
Total liabilities	\$136,922	\$134,358
<b>Performance Ratios</b>		
Return on average assets	1.02%	.75%
Noninterest income to total revenue	35	32
Efficiency	75	75
<b>Other Information (a)</b>		
<b>Credit-related statistics:</b>		
Commercial nonperforming assets	\$ 158	\$ 222
Consumer nonperforming assets	1,037	1,068
Total nonperforming assets (b)	\$ 1,195	\$ 1,290
Purchased impaired loans (c)	\$ 631	\$ 750
Commercial lending net charge-offs	\$ 31	\$ 59
Credit card lending net charge-offs	74	84
Consumer lending (excluding credit card) net charge-offs	156	259
Total net charge-offs	\$ 261	\$ 402
Commercial lending annualized net charge-off ratio	.47%	.89%
Credit card lending annualized net charge-off ratio	3.48%	4.15%
Consumer lending (excluding credit card) annualized net charge-off ratio (d)	.64%	1.08%
Total annualized net charge-off ratio (d)	.79%	1.23%

At June 30	2014	2013
<b>Other Information (Continued) (a)</b>		
Home equity portfolio credit statistics: (e)		
% of first lien positions at origination (f)	53%	50%
Weighted-average loan-to-value ratios (LTVs) (f) (g)	79%	85%
Weighted-average updated FICO scores (h)	748	745
Annualized net charge-off ratio (d)	.65%	1.39%
Delinquency data – % of total loans: (i)		
Loans 30 – 59 days past due	.19%	.20%
Loans 60 – 89 days past due	.07%	.08%
Accruing loans past due	.26%	.28%
Nonperforming loans	3.08%	3.12%
<b>Other statistics:</b>		
ATMs	7,977	7,335
Branches (j)	2,695	2,780
Brokerage account assets (in billions)	\$ 43	\$ 39
<b>Customer-related statistics (average):</b>		
Non-teller deposit transactions (k)	32%	21%
Digital consumer customers (l)	44%	37%

- (a) Presented as of June 30, except for net charge-offs, net charge-off ratios and customer-related statistics, which are for the six months ended.
- (b) Includes nonperforming loans of \$1.1 billion at June 30, 2014 and \$1.2 billion at June 30, 2013.
- (c) Recorded investment of purchased impaired loans related to acquisitions.
- (d) Ratios for the first six months of 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.
- (e) Lien position, LTV and FICO statistics are based upon customer balances.
- (f) Lien position and LTV calculations reflect the use of revised assumptions where data is missing.
- (g) LTV statistics are based upon current information.
- (h) Represents FICO scores that are updated at least quarterly.
- (i) Data based upon recorded investment. Past due amounts exclude purchased impaired loans, even if contractually past due, as we are currently accruing interest income over the expected life of the loans.
- (j) Excludes satellite offices (e.g., drive-ups, electronic branches and retirement centers) that provide limited products and/or services.
- (k) Percentage of total deposit transactions processed at an ATM or through our mobile banking application.
- (l) Represents consumer checking relationships that process the majority of their transactions through non-teller channels.

Retail Banking earned \$383 million in the first six months of 2014 compared with earnings of \$278 million for the same period a year ago. The increase in earnings was driven by a lower provision for credit losses, increased noninterest income due to strong fee income growth and higher gains on sales of Visa Class B common shares, and lower noninterest expense resulting from disciplined expense management and the impact of branch consolidations in 2013. These increases were partially offset by lower net interest income driven by interest rate spread compression on the value of deposits, lower purchase accounting accretion and lower yield on loans.

Retail Banking continues to augment and refine its core checking account products to enhance the customer experience and grow value. In the first half of 2014, we continued to focus on growing consumer share of wallet through the sale of liquidity, banking and investment products and improved product value for customers. PNC Total Insight<sup>SM</sup>, an integrated banking and investing experience for our customers, completed the pilot phase and was introduced across all markets. We also improved the Cash Flow Insight<sup>SM</sup> features and customer experience, and launched the implementation to discontinue the sale of free checking to our business banking customers.

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Retail Banking also continued to focus on serving more customers through cost effective channels that meet their evolving preferences for convenience.

- In the first six months of 2014, approximately 44% of consumer customers used non-teller channels for the majority of their transactions compared with 37% for the same period in 2013.
- Deposit transactions via ATM and mobile channels increased to 32% of total deposit transactions in the first half of 2014 compared with 21% for the same period a year ago.
- As part of PNC's retail branch transformation strategy, 45 branches were converted to universal branches as of June 30, 2014 in a pilot program, and 36 branches were closed or consolidated in the first six months of 2014. Retail Banking's primary geographic footprint extends across 17 states and Washington, D.C. Our retail branch network covers nearly half the U.S. population, with 2,695 branches and 7,977 ATMs.

Total revenue for the first six months of 2014 was \$3.0 billion, \$29 million lower than the same period of 2013. Net interest income of \$2.0 billion decreased \$108 million compared with the same period a year ago. The decrease resulted primarily from interest rate spread compression on the value of deposits due to the continued low rate environment and lower purchase accounting accretion and lower yields on loans. Noninterest income increased \$79 million compared to the first six months of 2013. Noninterest income included gains on sales of Visa Class B common shares of \$116 million in the first half of 2014 compared to \$83 million in the first half of 2013; two million shares were sold in each of the periods. Noninterest income, excluding the gains on sales of Visa Class B common shares, increased \$46 million over the first six months of 2013, primarily as a result of changes in product offerings, strategic initiatives, including investing and retirement, and an increase in customer-initiated transactions.

The provision for credit losses was \$149 million and net charge-offs were \$261 million in the first six months of 2014 compared with \$310 million and \$402 million, respectively, for the same period in 2013. The provision for credit losses decrease was due to credit quality improvement. The decrease in the net charge-offs was attributable to the impact of alignment with interagency guidance in the first quarter of 2013 and improved credit quality.

Noninterest expense for the first six months of 2014 was \$32 million lower than the same period in 2013. The decrease was due to disciplined expense management and the impact of branch consolidations in 2013.

Growing core checking deposits is key to Retail Banking's growth and to providing a source of low-cost funding and liquidity 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 customer balances. In the first six months of 2014, average total deposits of \$136.5 billion increased \$2.5 billion, or 2%, compared with the same period in 2013.

- Average transaction deposits grew \$4.3 billion, or 4%, and average savings deposit balances grew \$800 million, or 7%, year-over-year as a result of organic deposit growth and continued customer preference for liquidity. In the first six months of 2014, compared with the same period a year ago, average demand deposits increased \$3.0 billion, or 6%, to \$55.5 billion and average money market deposits increased \$1.3 billion, or 3%, to \$49.8 billion.
- Total average certificates of deposit decreased \$2.6 billion, or 12%, compared to the same period of 2013. The decline in average certificates of deposit was due to the expected run-off of maturing accounts.

Retail Banking continued to focus on a relationship-based lending strategy that targets specific products and markets for growth, small businesses, and auto dealerships. In the first six months of 2014, average total loans were \$66.8 billion, an increase of \$1.1 billion, or 2%, over the same period of 2013.

- Average indirect auto loans increased \$1.9 billion, or 26%, compared to the first six months of 2013. 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 auto dealer floor plan loans grew \$301 million, or 15%, in the first six months of 2014, compared to the same period a year ago, primarily resulting from dealer line utilization and additional dealer relationships.
- Average credit card balances increased \$204 million, or 5%, over the first six months of 2013 as a result of organic growth.
- Average home equity loans increased \$74 million compared to the first six months of 2013. The portfolio grew modestly as increases in term loans were partially 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.
- For the first six months of 2014, compared to the same period a year ago, average loan balances for the remainder of the portfolio declined a net \$1.4 billion, driven by declines in the education portfolio of \$679 million and commercial & commercial real estate of \$332 million. The discontinued government guaranteed education loan, indirect other and residential mortgage portfolios are primarily run-off portfolios.

Nonperforming assets totaled \$1.2 billion at June 30, 2014, a decrease of \$95 million, or 7%, over the same period of 2013, driven by declines in both commercial and consumer non-performing loans.

## CORPORATE & INSTITUTIONAL BANKING

(Unaudited)

**Table 21: Corporate & Institutional Banking Table**

Six months ended June 30		
Dollars in millions, except as noted	2014	2013
<b>Income Statement</b>		
Net interest income	\$ 1,855	\$ 1,899
Noninterest income		
Corporate service fees	580	543
Other	211	319
Noninterest income	791	862
Total revenue	2,646	2,761
Provision for credit losses (benefit)	90	(26)
Noninterest expense	992	979
Pretax earnings	1,564	1,808
Income taxes	571	655
Earnings	\$ 993	\$ 1,153
<b>Average Balance Sheet</b>		
<b>Loans</b>		
Commercial	\$ 76,771	\$ 71,016
Commercial real estate	20,640	16,939
Equipment lease financing	6,834	6,604
Total commercial lending	104,245	94,559
Consumer	1,070	979
Total loans	105,315	95,538
Goodwill and other intangible assets	3,815	3,763
Loans held for sale	913	1,101
Other assets	9,949	11,539
Total assets	\$119,992	\$111,941
<b>Deposits</b>		
Noninterest-bearing demand	\$ 42,646	\$ 40,239
Money market	20,476	16,977
Other	7,548	6,947
Total deposits	70,670	64,163
Other liabilities	7,477	17,914
Total liabilities	\$ 78,147	\$ 82,077
<b>Performance Ratios</b>		
Return on average assets	1.67%	2.08%
Noninterest income to total revenue	30	31
Efficiency	37	35
<b>Commercial Mortgage Servicing Portfolio –Served For PNC and Others (in billions)</b>		
Beginning of period	\$ 308	\$ 282
Acquisitions/additions	41	39
Repayments/transfers	(33)	(27)
End of period	\$ 316	\$ 294
<b>Other Information</b>		
Consolidated revenue from: (a)		
Treasury Management (b)	\$ 624	\$ 642
Capital Markets (c)	\$ 335	\$ 327
Commercial mortgage loans held for sale (d)	\$ 52	\$ 69
Commercial mortgage loan servicing income (e)	108	106
Commercial mortgage servicing rights valuation, net of economic hedge (f)	25	55
Total commercial mortgage banking activities	\$ 185	\$ 230

Six months ended June 30		
Dollars in millions, except as noted	2014	2013
<b>Average Loans (by C&amp;IB business)</b>		
Corporate Banking	\$ 52,947	\$ 49,964
Real Estate	26,827	21,077
Business Credit	12,868	11,397
Equipment Finance	10,250	9,923
Other	2,423	3,177
Total average loans	\$ 105,315	\$ 95,538
Total loans (g)	\$ 108,990	\$ 97,708
Net carrying amount of commercial mortgage servicing rights (g)	\$ 515	\$ 525
<b>Credit-related statistics:</b>		
Nonperforming assets (g) (h)	\$ 715	\$ 999
Purchased impaired loans (g) (i)	\$ 370	\$ 708
Net charge-offs	\$ 17	\$ 39
(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 portion of this Business Segments Review section.		
(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 other noninterest income for 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, primarily in corporate services fees, from loan servicing and ancillary services, net of changes in fair value on commercial mortgage servicing rights due to time and payoffs for the first six months of 2014 and net of commercial mortgage servicing rights amortization for the first six months of 2013. Commercial mortgage servicing rights valuation, 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 \$.6 billion at June 30, 2014 and \$.9 billion at June 30, 2013.		
(i) Recorded investment of purchased impaired loans related to acquisitions.		

Corporate & Institutional Banking earned \$993 million in the first six months of 2014, a decrease of \$160 million compared with the first six months of 2013. The decrease in earnings was due to an increase in the provision for credit losses and a decrease in revenue, primarily driven by lower purchase accounting accretion and lower asset valuations, partially offset by higher corporate service fees. We continue to focus on building client relationships in our legacy and new Southeast markets where the risk-return profile is attractive.

Net interest income was \$1.9 billion in the first six months of 2014, a decrease of \$44 million from the first six months of 2013, reflecting lower purchase accounting accretion and continued spread compression on loans and deposits, partially offset by higher average loans and deposits. Additionally, a second quarter 2014 correction to reclassify certain commercial facility fees of \$31 million to corporate service fees impacted the comparison.

Corporate service fees were \$580 million in the first six months of 2014, increasing \$37 million compared to the first six months of 2013. This increase was primarily due to higher merger and acquisition advisory fees and the second quarter 2014 correction to reclassify certain commercial facility fees



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from net interest income to corporate service fees, partially offset by lower net commercial mortgage servicing rights valuations. Corporate service fees include the noninterest portion of treasury management revenue, corporate finance fees, including revenue from certain capital markets-related products and services, the noninterest portion of commercial mortgage loan servicing income, and commercial mortgage servicing rights valuation, net of economic hedge.

Other noninterest income was \$211 million in the first six months of 2014 compared with \$319 million in the first six months of 2013. The decrease of \$108 million was driven by lower revenue associated with credit valuations for customer-related derivatives activities and lower gains on asset sales.

The provision for credit losses was \$90 million for the first six months of 2014 compared with a benefit of \$26 million in the first six months of 2013 reflecting our continual qualitative assessments of the portfolio given the growth trends over the recent quarters. Net charge-offs were \$17 million in the first six months of 2014, which represents a decrease of \$22 million compared with the first six months of 2013 primarily attributable to a decrease in commercial real estate charge-offs, partially offset by a decrease in commercial recoveries.

Nonperforming assets were \$715 million, a 28% decrease from June 30, 2013 resulting from continued improving credit quality.

Noninterest expense was \$992 million in the first six months of 2014, an increase of \$13 million from the first six months of 2013, primarily driven by higher technology-related costs and incentive compensation costs associated with business activity.

Average loans were \$105.3 billion in the first six months of 2014 compared with \$95.5 billion in the first six months of 2013, an increase of 10% reflecting strong growth in Real Estate, Corporate Banking and Business Credit.

- Corporate Banking business provides lending, treasury management and capital markets-related products and services to mid-sized and large corporations, government and not-for-profit entities. Average loans for this business increased \$3.0 billion, or 6%, in the first six months of 2014 compared with the first six months of 2013, primarily due to an increase in loan commitments from specialty lending businesses.
- PNC Real Estate provides commercial real estate and real estate-related lending through both conventional and affordable multifamily financing. Average loans for this business increased \$5.8 billion, or 27%, in the first six months of 2014 compared with the first six months of 2013 due to increased originations.

- PNC Business Credit provides asset-based lending. The loan portfolio is relatively high yielding, with acceptable risk as the loans are mainly secured by short-term assets. Average loans increased \$1.5 billion, or 13%, in the first six months of 2014 compared with the first six months of 2013 due to increasing deal sizes and higher utilization.
- PNC Equipment Finance provides equipment financing solutions with over \$11.0 billion in equipment finance assets as of June 30, 2014. Average equipment finance assets in the first six months of 2014 were \$11.0 billion, an increase of \$4 billion or 4% compared with the first six months of 2013.

Loan commitments increased 4%, or \$6.8 billion, to \$202.9 billion at June 30, 2014 compared to \$196.1 billion at December 31, 2013 and 9%, or \$17.0 billion, compared to \$185.9 billion at June 30, 2013 primarily due to growth in our Real Estate, Corporate Banking and Business Credit businesses.

Period-end loan balances increased by 7%, or \$7.2 billion, to \$109.0 billion at June 30, 2014 compared with \$101.8 billion at December 31, 2013 and 12%, or \$11.3 billion, compared with \$97.7 billion at June 30, 2013.

Average deposits were \$70.7 billion in the first six months of 2014, an increase of \$6.5 billion, or 10%, compared with the first six months of 2013 as a result of business growth and inflows into money market and noninterest-bearing deposits.

The commercial mortgage servicing portfolio was \$316 billion at June 30, 2014, an increase of 3% compared with December 31, 2013 and an increase of 7% compared to June 30, 2013 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. On a consolidated basis, the revenue from these other services is included in net interest income, corporate service fees and other noninterest income. From a segment perspective, 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 21 in the Corporate & Institutional Banking portion of this Business Segments Review section includes the consolidated revenue to PNC for these services. A discussion of the consolidated revenue from these services follows.

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Treasury management revenue, comprised of fees and net interest income from customer deposit balances, totaled \$624 million for the first six months of 2014 compared with \$642 million for the first six months of 2013. Lower spreads on deposits drove the decline in revenue in the first six months of 2014 compared with the first six months of 2013. Growth in deposit balances and healthcare customer-related revenues was strong.

Capital markets revenue includes merger and acquisition advisory fees, loan syndications, derivatives, foreign exchange, asset-backed finance revenue and fixed income activities. Revenue from capital markets-related products and services totaled \$335 million in the first six months of 2014 compared with \$327 million in the first six months of 2013. The increase in the comparison was driven by higher merger and acquisition advisory fees and to a lesser extent higher foreign exchange and fixed income revenue, which was mostly offset by lower revenue associated with credit valuations for customer-related derivatives activities.

Commercial mortgage banking activities include revenue derived from commercial mortgage servicing (including net interest income and noninterest income) and revenue derived from commercial mortgage loans held for sale and related hedges. Total commercial mortgage banking activities resulted in revenue of \$185 million in the first six months of 2014 compared with \$230 million in the first six months of 2013. The decrease in the comparison was mainly due to lower net commercial mortgage servicing rights valuations and lower commercial mortgage loans held for sale activity.

## ASSET MANAGEMENT GROUP

(Unaudited)

Table 22: As set Management Group Table

Six months ended June 30		
Dollars in millions, except as noted	2014	2013
<b>Income Statement</b>		
Net interest income	\$143	\$143
Noninterest income	406	366
Total revenue	549	509
Provision for credit losses	6	6
Noninterest expense	401	378
Pretax earnings	142	125
Income taxes	52	46
Earnings	\$ 90	\$ 79

Six months ended June 30		
Dollars in millions, except as noted	2014	2013
<b>Average Balance Sheet</b>		
<b>Loans</b>		
Consumer	\$5,361	\$4,870
Commercial and commercial real estate	1,011	1,040
Residential mortgage	780	772
Total loans	7,152	6,682
Goodwill and other intangible assets	268	302
Other assets	222	226
Total assets	\$7,642	\$7,210
<b>Deposits</b>		
Noninterest-bearing demand	\$1,333	\$1,290
Interest-bearing demand	3,902	3,545
Money market	3,873	3,781
Total transaction deposits	9,108	8,616
CDs/IRAs/savings deposits	441	448
Total deposits	9,549	9,064
Other liabilities	50	59
Total liabilities	\$9,599	\$9,123
<b>Performance Ratios</b>		
Return on average assets	2.37%	2.21%
Noninterest income to total revenue	74	72
Efficiency	73	74
<b>Other Information</b>		
Total nonperforming assets (a) (b)	\$ 76	\$ 69
Purchased impaired loans (a) (c)	\$ 94	\$ 102
Total net charge-offs	\$ 3	\$ 5
<b>Assets Under Administration (in billions) (a) (d)</b>		
Personal	\$ 113	\$ 112
Institutional	144	121
Total	\$ 257	\$ 233
<b>Asset Type</b>		
Equity	\$ 149	\$ 130
Fixed Income	71	70
Liquidity/Other	37	33
Total	\$ 257	\$ 233
<b>Discretionary assets under management</b>		
Personal	\$ 85	\$ 78
Institutional	46	39
Total	\$ 131	\$ 117
<b>Asset Type</b>		
Equity	\$ 73	\$ 62
Fixed Income	40	39
Liquidity/Other	18	16
Total	\$ 131	\$ 117
<b>Nondiscretionary assets under administration</b>		
Personal	\$ 28	\$ 34
Institutional	98	82
Total	\$ 126	\$ 116
<b>Asset Type</b>		
Equity	\$ 76	\$ 68
Fixed Income	31	31
Liquidity/Other	19	17
Total	\$ 126	\$ 116

(a) As of June 30.

(b) Includes nonperforming loans of \$72 million at June 30, 2014 and \$64 million at June 30, 2013.

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

(d) Excludes brokerage account assets.



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Asset Management Group earned \$90 million through the first six months of 2014 compared with \$79 million in the same period of 2013. Assets under administration were \$257 billion as of June 30, 2014 compared to \$233 billion as of June 30, 2013. Earnings increased due to higher noninterest income partially offset by higher noninterest expense.

The core growth strategies of the business include increasing sales sourced from other PNC lines of business, maximizing front line productivity and optimizing market presence including additions to staff in high opportunity markets. Wealth Management and Hawthorn provide investment management, private banking and family wealth services to affluent and ultra affluent clients. The businesses have over 100 offices operating in 7 out of the 10 most affluent states in the U.S. with a majority co-located with retail banking branches. The businesses' strategies primarily focus on growing assets under management through expanding relationships directly and through other PNC lines of business and increasing the share of our clients' investable assets. Institutional Asset Management provides advisory, custody, and retirement administration services to institutional clients primarily within our banking footprint. The business segment also offers a lineup of PNC proprietary mutual funds. Institutional Asset Management is strengthening its partnership with the Corporate Bank to drive growth and is focused on building retirement capabilities and expanding product solutions for all customers.

Assets under administration increased \$24 billion compared to a year ago. Discretionary assets under management were \$131 billion at June 30, 2014 compared with \$117 billion at June 30, 2013. The increase was driven by higher equity markets and sales resulting in year-to-date positive net flows of \$1.5 billion primarily from the institutional business, after adjustments to total net flows for cyclical client activities.

Total revenue for the first half of 2014 was \$549 million compared with \$509 million for the same period in 2013, primarily relating to noninterest income due to stronger average equity markets and year-to-date positive net flows.

Noninterest expense was \$401 million in the first half of 2014, an increase of \$23 million, or 6%, from the prior year. The increase was primarily attributable to compensation and technology expenses. Over the last 12 months, total full-time headcount has increased by approximately 3%. The business remains focused on managing expenses as it invests in growth opportunities.

Average deposits for the first half of 2014 increased \$.5 billion, or 5%, over the prior year period. Average transaction deposits grew 6% to \$9.1 billion compared with the first half of 2013. Average loan balances of \$7.2 billion increased \$.5 billion, or 7%, from the prior year period due to continued growth in the consumer loan portfolio, primarily home equity installment loans, due to favorable interest rates.

## RESIDENTIAL MORTGAGE BANKING

(Unaudited)

Table 2 3: Residential Mortgage Banking Table

Six months ended June 30	2014	2013
Dollars in millions, except as noted		
<b>Income Statement</b>		
Net interest income	\$ 77	\$ 99
<b>Noninterest income</b>		
Loan servicing revenue		
Servicing fees	117	78
Mortgage servicing rights valuation, net of economic hedge		63
<b>Loan sales revenue</b>		
Benefit / (Provision) for residential mortgage repurchase obligations	17	(77)
Loan sales revenue	225	362
Other	(3)	(6)
<b>Total noninterest income</b>	<b>356</b>	<b>420</b>
<b>Total revenue</b>	<b>433</b>	<b>519</b>
<b>Provision for credit losses</b>		<b>24</b>
<b>Noninterest expense</b>	<b>382</b>	<b>392</b>
Pretax earnings	51	103
Income taxes	19	38
<b>Earnings</b>	<b>\$ 32</b>	<b>\$ 65</b>
<b>Average Balance Sheet</b>		
Portfolio loans	\$1,888	\$ 2,478
Loans held for sale	1,102	2,072
Mortgage servicing rights (MSR)	1,054	807
Other assets	4,084	5,247
<b>Total assets</b>	<b>\$8,128</b>	<b>\$10,604</b>
Deposits	\$2,210	\$ 3,183
Borrowings and other liabilities	2,930	3,351
<b>Total liabilities</b>	<b>\$5,140</b>	<b>\$ 6,534</b>
<b>Performance Ratios</b>		
Return on average assets	.79%	1.24%
Noninterest income to total revenue	82	81
Efficiency	88	76
<b>Residential Mortgage Servicing Portfolio - Serviced for Third Parties (in billions)</b>		
Beginning of period	\$ 114	\$ 119
Acquisitions	2	6
Additions	4	8
Repayments/transfers	(9)	(17)
<b>End of period</b>	<b>\$ 111</b>	<b>\$ 116</b>
<b>Servicing portfolio - third-party statistics: (a)</b>		
Fixed rate	94%	92%
Adjustable rate/balloon	6%	8%
Weighted-average interest rate	4.54%	4.72%
MSR asset value (in billions)	\$ 1.0	\$ 1.0
MSR capitalization value (in basis points)	87	84
Weighted-average servicing fee (in basis points)	27	28

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Six months ended June 30

Dollars in millions, except as noted

	2014	2013
<b>Residential Mortgage Repurchase Reserve</b>		
Beginning of period	\$ 131	\$ 614
(Benefit)/ Provision	(17)	77
Losses – loan repurchases	(13)	(168)
End of Period	\$ 101	\$ 523
<b>Other Information</b>		
Loan origination volume (in billions)	\$ 4.5	\$ 8.9
Loan sale margin percentage	5.01%	4.05%
Percentage of originations represented by:		
Purchase volume (b)	45%	24%
Refinance volume	55%	76%
Total nonperforming assets (a) (c)	\$ 160	\$ 220

(a) As of June 30.

(b) Mortgages with borrowers as part of residential real estate purchase transactions.

(c) Includes nonperforming loans of \$113 million at June 30, 2014 and \$177 million at June 30, 2013.

Residential Mortgage Banking earned \$32 million in the first six months of 2014 compared with earnings of \$65 million in the first six months of 2013. Earnings declined from the prior year six month period primarily as a result of decreased loan sales revenue and lower net hedging gains on residential mortgage servicing rights, partially offset by a lower 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. Our strategy involves competing on the basis of superior service to new and existing customers in serving their home purchase and refinancing needs. 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 \$4.5 billion for the first six months of 2014 compared with \$8.9 billion in the comparable period of 2013. 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 agency guidelines. Refinancings were 55% of originations for the first six months of 2014 and 76% in the first six months of 2013. During the first six months of 2014, 24% 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, 2014, the liability for estimated losses on repurchase and indemnification claims for the Residential Mortgage

Banking business segment was \$101 million compared with \$523 million at June 30, 2013. See the Recourse And Repurchase Obligations section of this Financial Review and Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements of this Report for additional information.

- Residential mortgage loans serviced for others totaled \$111 billion at June 30, 2014 and \$116 billion at June 30, 2013 as payoffs continued to outpace new direct loan origination volume and acquisitions.
- Noninterest income was \$356 million in the first six months of 2014 compared with \$420 million in the first six months of 2013. Decreases in loan sales revenue and net hedging gains on residential mortgage servicing rights were partially offset by reduced provision for mortgage repurchase obligations and increased servicing fees.
- Net interest income was \$77 million in the first six months of 2014 compared with \$99 million in the first six months of 2013. The decrease in net interest income was primarily due to the decline in origination volume.
- Noninterest expense was \$382 million in the first six months of 2014 compared with \$392 million in the first six months of 2013. Lower originations and servicing costs were partially offset by increased legal accruals.

## BLACKROCK

(Unaudited)

Table 24: BlackRock Table

Information related to our equity investment in BlackRock follows:

Six months ended June 30	2014	2013
Dollars in millions		
Business segment earnings (a)	\$253	\$220
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 2014	December 31 2013
Carrying value of PNC's investment in BlackRock (c)	\$ 6.1	\$ 6.0
Market value of PNC's investment in BlackRock (d)	11.4	11.3

(c) PNC accounts for its investment in BlackRock under the equity method of accounting, exclusive of a related deferred tax liability of \$2.1 billion at June 30, 2014 and \$2.0 billion at December 31, 2013. Our voting interest in BlackRock common stock was approximately 21% at June 30, 2014.

(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.

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The fair value amount of the BlackRock Series C Preferred Stock is included on our Consolidated Balance Sheet in the caption Other assets. Additional information regarding the valuation of the BlackRock Series C Preferred Stock is included in Note 8 Fair Value in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report and in Note 9 Fair Value in the Notes To Consolidated Financial Statements in Item 8 of our 2013 Form 10-K.

At June 30, 2014, we held 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 2013 Form 10-K includes additional information about our investment in BlackRock.

## NON-STRATEGIC ASSETS PORTFOLIO

(Unaudited)

**Table 25: Non-Strategic Assets Portfolio Table**

Six months ended June 30	2014	2013
Dollars in millions		
<b>Income Statement</b>		
Net interest income	\$ 279	\$ 367
Noninterest income	16	27
Total revenue	295	394
Provision for credit losses (benefit)	(91)	81
Noninterest expense	56	93
Pretax earnings	330	220
Income taxes	121	81
Earnings	\$ 209	\$ 139
<b>Average Balance Sheet</b>		
Commercial Lending:		
Commercial/Commercial real estate	\$ 203	\$ 487
Lease financing	684	691
Total commercial lending	887	1,178
Consumer Lending:		
Home equity	3,553	4,139
Residential real estate	5,032	5,823
Total consumer lending	8,585	9,962
Total portfolio loans	9,472	11,140
Other assets (a)	(740)	(629)
Total assets	\$8,732	\$10,511
Deposits and other liabilities	\$ 229	\$ 222
Total liabilities	\$ 229	\$ 222
<b>Performance Ratios</b>		
Return on average assets	4.83%	2.67%
Noninterest income to total revenue	5	7
Efficiency	19	24
<b>Other Information</b>		
Nonperforming assets (b) (c)	\$ 798	\$ 935
Purchased impaired loans (b) (d)	\$4,497	\$ 5,193
Net charge-offs	\$ 41	\$ 140
Annualized net charge-off ratio	0.87%	2.53%
<b>Loans (b)</b>		
Commercial Lending		
Commercial/Commercial real estate	\$ 176	\$ 388
Lease financing	688	696
Total commercial lending	864	1,084
Consumer Lending		
Home equity	3,410	4,029
Residential real estate	4,928	5,659
Total consumer lending	8,338	9,688
Total loans	\$9,202	\$10,772

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

(b) As of June 30.

(c) Includes nonperforming loans of \$.6 billion at June 30, 2014 and \$.7 billion at June 30, 2013.

(d) Recorded investment of purchased impaired loans related to acquisitions. At June 30, 2014, this segment contained 81% of PNC's purchased impaired loans.

This business segment consists of non-strategic assets primarily obtained through acquisitions of other companies. The business activity of this segment is to manage the wind-down of the portfolios while maximizing the value and mitigating risk.

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Non-Strategic Assets Portfolio had earnings of \$209 million in the first six months of 2014 compared with \$139 million in the first six months of 2013. Earnings increased year-over-year due to a benefit from the provision for credit losses compared to provision expense in the prior year period and lower noninterest expense, partially offset by lower net interest income.

Non-Strategic Assets Portfolio overview:

- Net interest income was \$279 million in the first six months of 2014 compared with \$367 million in the first six months of 2013. The decrease was driven by lower scheduled accretion on purchase impaired loans as well as lower average loan balances.
- Noninterest income was \$16 million in the first six months of 2014 compared with \$27 million in the first six months of 2013. The decrease was driven by higher estimated losses on home equity loans and lines repurchase obligations.
- The first six months of 2014 reflected a benefit from the provision for credit losses of \$91 million compared to an expense of \$81 million in the first six months of 2013. The decline in provision reflected overall improvement in credit quality. A contributing economic factor was the increasing value of residential real estate that improved expected cash flows on purchased impaired loans.
- Noninterest expense in the first six months of 2014 was \$56 million compared with \$93 million in the first six months of 2013. The decrease was driven by lower OREO expense, primarily due to lower write-downs on commercial properties as well as lower write-offs of protective advances on residential mortgages.
- Average portfolio loans declined to \$9.5 billion in the first six months of 2014 compared with \$11.1 billion in the first six months of 2013. The overall decline was driven by customer payment activity and portfolio management activities to reduce underperforming assets.
- Nonperforming loans were \$.6 billion at June 30, 2014 and \$.7 billion at June 30, 2013. The consumer lending portfolio comprised 89% of the nonperforming loans in this segment at June 30, 2014. Nonperforming consumer loans decreased \$48 million from June 30, 2013. The commercial lending portfolio comprised 11% of the nonperforming loans as of June 30, 2014. Nonperforming commercial loans decreased \$28 million from June 30, 2013.
- Net charge-offs were \$41 million in the first six months of 2014 and \$140 million in the first six months of 2013.

- At June 30, 2014, the liability for estimated losses on repurchase and indemnification claims for the Non-Strategic Assets Portfolio was \$25 million compared to \$24 million at June 30, 2013. See Note 17 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 2013 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 to prepare our consolidated financial statements. 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 2013 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
- Recently Issued Accounting Standards
- Recent Accounting Pronouncements

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.

**RECENTLY ISSUED ACCOUNTING STANDARDS**

In January 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-04, *Receivables – Troubled Debt Restructurings by Creditors (Subtopic 310-40): Reclassification of Residential Real Estate Collateralized Consumer Mortgage Loans upon Foreclosure*. This ASU clarifies 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 upon completion of a foreclosure or (2) the borrower conveying all interest in the residential real estate property to the creditor to satisfy the loan through completion of a deed in lieu of foreclosure or through a similar legal agreement. This ASU will also require additional disclosures, including: (1) the amount of foreclosed residential real estate property held by the creditor and (2) the recorded investment in consumer mortgage loans collateralized by residential real estate properties that are in the process of foreclosure. This guidance is effective as of January 1, 2015 and may be adopted using either a modified retrospective transition method or a prospective transition method. Early adoption is permitted. We do not expect this ASU to have a material effect on our results of operations or financial position.

In April 2014, the FASB issued ASU 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*. This ASU will limit discontinued operations reporting to disposals of components of an entity that represent strategic shifts that have (or will have) a major effect on an entity's operations and financial results. Additionally, the ASU will also require expanded disclosures for discontinued operations. This ASU is effective for annual periods, and interim reporting periods within those annual periods, beginning after December 15, 2014 and is to be applied prospectively. Early adoption is permitted for disposals or classifications as held for sale that have not been previously reported in financial statements. We do not expect this ASU to have a material effect on our results of operations or financial position.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU clarifies the principles for recognizing revenue and replaces nearly all existing revenue recognition guidance in U.S. GAAP with one model. The core principle of the guidance is that an entity should recognize revenue to depict the satisfaction of a performance obligation by transfer of promised goods or services to customers. The ASU also requires additional qualitative and quantitative disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The ASU is effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early application is not permitted. The requirements within

the ASU should be applied retrospectively to each prior period presented (with several practical expedients for certain completed contracts) or retrospectively with the cumulative effect of initially applying the ASU recognized at the date of initial application. We are currently evaluating the impact of this ASU on our results of operations and financial position.

In June 2014, the FASB issued ASU 2014-11, *Transfers and Servicing (Topic 860): Repurchase-to-Maturity Transactions, Repurchase Financings, and Disclosures*. This ASU changes the accounting for repurchase-to-maturity transactions and linked repurchase financings to secured borrowing accounting, which is consistent with the accounting for other repurchase agreements. The ASU also requires separate accounting for a transfer of a financial asset executed contemporaneously with a repurchase agreement with the same counterparty (*i.e.*, a repurchase financing), which will result in secured borrowing treatment for the repurchase agreement. The ASU will also require additional disclosures for transactions comprising (1) a transfer of a financial asset accounted for as a sale and (2) an agreement with the same transferee entered into in contemplation of the initial transfer that results in the transferor retaining substantially all of the exposure to the economic return on the transferred financial asset throughout the term of the transaction. New disclosures regarding collateral pledged, remaining contractual tenor, and the risks associated with the collateral and agreement will also be required for repurchase agreements, securities lending transactions, and repurchase-to-maturity transactions that are accounted for as secured borrowings. The accounting changes within the ASU are effective for annual periods, and interim reporting periods within those annual periods, beginning after December 15, 2014. The changes in accounting for transactions outstanding on the effective date should be recorded as a cumulative-effect adjustment to retained earnings as of the beginning of the period of adoption. Early adoption is not permitted. We do not expect this ASU to have a material impact on our results of operations or financial position.

In June 2014, the FASB issued ASU 2014-12, *Compensation – Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period*. This ASU clarifies that all reporting entities that grant their employees share-based payments in which the terms of the award provide that the performance target could be achieved after the requisite service period would apply existing guidance that relates to share-based payments with performance conditions that affect vesting. Specifically, compensation cost would be recognized if it is probable that the performance condition would be achieved. This ASU is effective for annual periods and interim periods within those annual periods beginning after December 15, 2015 and may be applied either (a) prospectively to all awards granted or modified after the effective date or (b) retrospectively to all awards with performance targets that are outstanding as of the beginning of the earliest annual period presented in the

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financial statements and to all new or modified awards thereafter. Early adoption is not permitted. We do not expect this ASU to have a material impact on our results of operations and financial position.

### RECENTLY ADOPTED ACCOUNTING STANDARDS

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 new accounting standards which we have adopted in 2014.

## 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 pretax pension income of \$7 million in 2014 compared with pretax expense of \$74 million in 2013. This year-over-year expected decrease reflects the impact of favorable returns on plan assets experienced in 2013, as well as the effects of the higher discount rate required to be used in 2014.

The table below reflects the estimated effects on pension expense of certain changes in annual assumptions, using 2014 estimated expense as a baseline.

*Table 26: Pension Expense – Sensitivity Analysis*

Change in Assumption (a)	Estimated Increase/(Decrease) to 2014 Pension Expense (In millions)
.5% decrease in discount rate	\$ (2)
.5% decrease in expected long-term return on assets	\$ 21
.5% increase in compensation rate	\$ 1

(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 the Notes To Consolidated Financial Statements in Item 8 of our 2013 Form 10-K.

## RECOURSE AND REPURCHASE OBLIGATIONS

As discussed in Note 2 Loan Sale and Servicing Activities and Variable Interest Entities in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report, PNC has sold commercial mortgage, residential mortgage and home equity loans/ lines of credit 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 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. Our exposure and activity associated with these recourse obligations are reported in the Corporate & Institutional Banking segment. For more information regarding our Commercial Mortgage Loan Recourse Obligations, see the Recourse and Repurchase Obligations section of Note 17 Commitments and Guarantees included in the Notes To Consolidated Financial Statements in Part I, 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 2 in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report, 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. In addition to indemnification and repurchase risk, we face other risks of loss with respect to our participation in these programs, some of which are described in Note 23 Legal Proceedings in the Notes To Consolidated Financial Statements in Item 8 in our



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2013 Form 10-K with respect to governmental inquiries related to FHA-insured loans. Repurchase obligation activity associated with residential mortgages is reported in the Residential Mortgage Banking segment.

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.

For more information see the Recourse and Repurchase Obligations section included in Item 7 of our 2013 Form 10-K and Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

The following tables present the unpaid principal balance of repurchase claims by vintage and total unresolved repurchase claims for the quarter ended and as of June 30, 2014, respectively, compared to the quarter ended and as of December 31, 2013. These comparisons reflect the impact of settlement agreements reached late in the fourth quarter of 2013.

**Table 27: Analysis of Quarterly Residential Mortgage Repurchase Claims by Vintage**

Dollars in millions	Three months ended	
	June 30 2014	December 31 2013
2004 & Prior	\$ 6	\$ 66
2005	3	88
2006	3	27
2007	4	35
2008		9
Subtotal - 2008 & Prior	16	225
2009 – 2014	22	19
Total	\$ 38	\$ 244
FNMA, FHLMC and GNMA %	72%	96%

**Table 28: Analysis of Residential Mortgage Unresolved Asserted Indemnification and Repurchase Claims**

Dollars in millions	June 30 2014	December 31 2013
FNMA, FHLMC and GNMA Securitizations	\$ 13	\$ 13
Private Investors (a)	31	22
<b>Total unresolved claims</b>	<b>\$ 44</b>	<b>\$ 35</b>
FNMA, FHLMC and GNMA %	29%	37%

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

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The table below details our indemnification and repurchase claim settlement activity during the first six months and the second quarter of 2014 and 2013.

**Table 29: Analysis of Residential Mortgage Indemnification and Repurchase Claim Settlement Activity**

	2014			2013		
	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)
Six months ended June 30 – In millions						
<b>Residential mortgages (d):</b>						
FNMA, FHLMC and GNMA securitizations	\$ 22	\$ 10	\$ 8	\$ 263	\$ 153	\$ 67
Private investors (e)	5	3	1	23	15	3
<b>Total indemnification and repurchase settlements</b>	<b>\$ 27</b>	<b>\$ 13</b>	<b>\$ 9</b>	<b>\$ 286</b>	<b>\$ 168</b>	<b>\$ 70</b>

	2014			2013		
	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)
Three months ended June 30 – In millions						
<b>Residential mortgages (d):</b>						
FNMA, FHLMC, and GNMA securitizations	\$ 8	\$ 4	\$ 2	\$ 109	\$ 62	\$ 33
Private investors (e)	2	1		13	10	1
<b>Total indemnification and repurchase settlements</b>	<b>\$ 10</b>	<b>\$ 5</b>	<b>\$ 2</b>	<b>\$ 122</b>	<b>\$ 72</b>	<b>\$ 34</b>

- (a) Represents unpaid principal balance of loans at the indemnification or repurchase date. Excluded from these balances are amounts associated with pooled settlement payments as loans are typically not repurchased in these transactions.
- (b) Represents both i) amounts paid for indemnification/settlement payments and ii) the difference between loan repurchase price and fair value of the loan at the repurchase date. These losses are charged to the indemnification and repurchase liability.
- (c) Represents fair value of loans repurchased only as we have no exposure to changes in the fair value of loans or underlying collateral when indemnification/settlement payments are made to investors.
- (d) Repurchase activity associated with insured loans, government-guaranteed loans and loans repurchased through the exercise of our removal of account provision (ROAP) option are excluded from this table. Refer to Note 2 Loan Sale and Servicing Activities and Variable Interest Entities in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for further discussion of ROAPs.
- (e) Activity relates to loans sold through Non-Agency securitizations and loan sale transactions.

Residential mortgages that we service through FNMA, FHLMC and GNMA securitizations, and for which we could experience a loss if required to repurchase a delinquent loan due to a breach in representations or warranties, were \$49 billion at June 30, 2014, of which \$240 million was 90 days or more delinquent. These amounts were \$48 billion and \$253 million, respectively, at December 31, 2013.

In the fourth quarter of 2013, PNC reached agreements with both FNMA and FHLMC to resolve their repurchase claims with respect to loans sold between 2000 and 2008. PNC paid a total of \$191 million related to these settlements. The volume of new repurchase demand claims dropped significantly in the first six months of 2014 compared to the same period in 2013 as a result of the settlement agreements in the fourth quarter of 2013. Additionally, the liability for estimated losses on indemnification and repurchase claims for residential mortgages decreased to \$101 million at June 30, 2014 from \$131 million at December 31, 2013.

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, 2014 and December 31, 2013. In making these estimates, we consider the losses that we expect to incur over the life of the sold

loans. See Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information.

### HOME EQUITY REPURCHASE OBLIGATIONS

PNC's repurchase obligations include obligations with respect to certain brokered home equity loans/lines of credit 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 loans/ lines of credit is reported in the Non-Strategic Assets Portfolio segment.

For more information regarding our Home Equity Repurchase Obligations, see the Recourse and Repurchase Obligations section under Item 7 of our 2013 Form 10-K and Note 17 Commitments and Guarantees included in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.



## 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 2013 Form 10-K describes our enterprise risk management framework including risk appetite and strategy, risk culture, risk organization and governance, risk identification and quantification, risk control and limits, and risk monitoring and reporting. Additionally, our 2013 Form 10-K provides an analysis of our key areas of risk, which include but are not limited to credit, operational, model, liquidity and market. Our use of financial derivatives as part of our overall asset and liability risk management process is also addressed within the Risk Management section.

The following information updates our 2013 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 and credit concentration limits, and reported, along with specific mitigation activities, to management and the Board through our governance structure.

### ASSET QUALITY OVERVIEW

Asset quality for the first six months of 2014 improved from both December 31, 2013 and June 30, 2013.

- Nonperforming assets at June 30, 2014 decreased \$289 million compared with December 31, 2013 as a result of improvements in both consumer and commercial lending. Consumer lending nonperforming loans decreased \$140 million, commercial real estate nonperforming loans declined \$83 million and commercial nonperforming loans decreased \$63 million. Nonperforming assets to total assets were 0.97% at June 30, 2014 compared with 1.08% at December 31, 2013 and 1.24% at June 30, 2013.
- Overall loan delinquencies of \$2.1 billion decreased \$.4 billion, or 16%, from year-end 2013 levels. The reduction was largely due to a reduction in accruing government insured residential real estate loans past

due 90 days or more of \$153 million, the majority of which we took possession of and conveyed the real estate, or are in the process of conveyance and claim resolution.

- Net charge-offs for the second quarter of 2014 decreased \$41 million compared with first quarter 2014 primarily due to lower home equity loan net charge-offs and higher commercial real estate recoveries partially offset by an increase in commercial loan net charge-offs. In the comparison with second quarter 2013, net charge-offs decreased \$63 million reflecting overall improving credit quality. For the six months ended June 30, 2014, net charge-offs were \$331 million, down from \$664 million for the six months ending June 30, 2013, which included \$134 million of charge-offs due to the impact of alignment with interagency supervisory guidance in the first quarter of 2013.
- Provision for credit losses for the second quarter 2014 decreased \$22 million compared with the first quarter 2014 and \$85 million compared with second quarter 2013 as overall credit quality continued to improve. A contributing economic factor was the increasing value of residential real estate, which improved expected cash flows from our purchased impaired loans. Provision for credit losses for the six months ending June 30, 2014 declined to \$166 million compared with \$393 million for the six months ending June 30, 2013.
- The level of ALLL decreased to \$3.5 billion at June 30, 2014 from \$3.6 billion at December 31, 2013.

## 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 nonperforming 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 30.

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 of credit and residential mortgages) where the first-lien loan was 90 days or more past due, (ii) government guaranteed loans where the guarantee may not

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result in collection of substantially all contractual principal and interest and (iii) certain loans with borrowers in or discharged from 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. Certain consumer nonperforming loans were charged-off to the respective collateral value less costs to sell, and any associated allowance at the time of charge-off was reduced to zero. Therefore, the charge-off activity resulted in a reduction to the allowance. As the interagency guidance was adopted, incremental provision for credit losses was recorded if the related loan charge-off exceeded the associated allowance. Subsequent declines in collateral value for these loans will result in additional charge-offs to maintain recorded investment at collateral value less costs to sell.

At June 30, 2014, TDRs included in nonperforming loans were \$1.4 billion, or 49%, of total nonperforming loans compared to \$1.5 billion, or 49%, of total nonperforming

loans as of December 31, 2013. Within consumer nonperforming loans, residential real estate TDRs comprise 63% of total residential real estate nonperforming loans at June 30, 2014, up from 59% at December 31, 2013. Home equity TDRs comprise 49% of home equity nonperforming loans at June 30, 2014, down from 54% at December 31, 2013. 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 obligations to PNC are not returned to accrual status.

At June 30, 2014, our largest nonperforming asset was \$36 million in the Real Estate, Rental and Leasing Industry and our average nonperforming loans associated with commercial lending were under \$1 million. All of the ten largest outstanding nonperforming assets are from the commercial lending portfolio and represent 19% and 5% of total commercial lending nonperforming loans and total nonperforming assets, respectively, as of June 30, 2014.

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**Table 30 : Nonperforming Assets By Type**

Dollars in millions	June 30 2014	December 31 2013
<b>Nonperforming loans</b>		
Commercial lending		
Commercial		
Retail/wholesale trade	\$ 70	\$ 57
Manufacturing	69	58
Service providers	94	108
Real estate related (a)	79	124
Financial services	5	7
Health care	23	19
Other industries	54	84
Total commercial	394	457
Commercial real estate		
Real estate projects (b)	370	436
Commercial mortgage	65	82
Total commercial real estate	435	518
Equipment lease financing	4	5
Total commercial lending	833	980
Consumer lending (c)		
Home equity	1,093	1,139
Residential real estate		
Residential mortgage	799	890
Residential construction	17	14
Credit card	3	4
Other consumer	56	61
Total consumer lending	1,968	2,108
Total nonperforming loans (d)	2,801	3,088
OREO and foreclosed assets		
Other real estate owned (OREO) (e)	352	360
Foreclosed and other assets	15	9
Total OREO and foreclosed assets	367	369
Total nonperforming assets	\$3,168	\$ 3,457
Amount of commercial lending nonperforming loans contractually current as to remaining principal and interest	\$ 282	\$ 266
Percentage of total commercial lending nonperforming loans	34%	27%
Amount of TDRs included in nonperforming loans	\$1,369	\$ 1,511
Percentage of total nonperforming loans	49%	49%
Nonperforming loans to total loans	1.39%	1.58%
Nonperforming assets to total loans, OREO and foreclosed assets	1.57	1.76
Nonperforming assets to total assets	.97	1.08
Allowance for loan and lease losses to total nonperforming loans (f)	123	117

(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) 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.

(e) OREO excludes \$228 million and \$245 million at June 30, 2014 and December 31, 2013, respectively, related to commercial and 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 or guaranteed by the Department of Housing and Urban Development.

(f) The allowance for loan and lease losses includes impairment reserves attributable to purchased impaired loans. See Note 1 Accounting Policies and Note 6 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 additional information.

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**Table 31: OREO and Foreclosed Assets**

In millions	June 30 2014	December 31 2013
Other real estate owned (OREO):		
Residential properties	\$ 182	\$ 164
Residential development properties	57	74
Commercial properties	113	122
Total OREO	352	360
Foreclosed and other assets	15	9
Total OREO and foreclosed assets	\$ 367	\$ 369

Total OREO and foreclosed assets decreased \$2 million during the first six months of 2014 from \$369 million at December 31, 2013 to \$367 million at June 30, 2014 and is 12% of total nonperforming assets at June 30, 2014. As of June 30, 2014 and December 31, 2013, 50% and 44%, respectively, of our OREO and foreclosed assets were comprised of 1-4 family residential properties.

**Table 3 2: Change in Nonperforming Assets**

In millions	2014	2013
January 1	\$3,457	\$3,794
New nonperforming assets (a)	1,277	1,805
Charge-offs and valuation adjustments (b)	(300)	(559)
Principal activity, including paydowns and payoffs	(623)	(586)
Asset sales and transfers to loans held for sale	(297)	(260)
Returned to performing status	(346)	(416)
June 30	\$3,168	\$3,778

(a) New nonperforming assets in the 2013 period 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 in the 2013 period include \$134 million of charge-offs due to the alignment with interagency supervisory guidance discussed in footnote (a) above.

The table above presents nonperforming asset activity during the first six months of 2014 and 2013, respectively. Nonperforming assets decreased \$289 million from \$3.5 billion at December 31, 2013, as a result of improvements in both consumer and commercial lending. Consumer lending nonperforming loans decreased \$140 million, commercial real estate nonperforming loans declined \$83 million and commercial nonperforming loans decreased \$63 million. Approximately 89% 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 34% of commercial lending nonperforming loans are contractually current as to both principal and interest obligations. As of June 30, 2014, commercial lending nonperforming loans are carried at approximately 69% of their unpaid principal balance, due to charge-offs recorded to date, before consideration of the ALLL. See Note 4 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 5 Purchased Loans in the Notes To Consolidated Financial Statements in Part I, Item 1 of 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 \$1.0 billion at December 31, 2013 to \$0.8 billion at June 30, 2014. The reduction in both Consumer and Commercial lending early stage delinquencies resulted from improving credit quality. See Note 1 Accounting Policies in the Notes To Consolidated Financial Statements of this Report for additional information regarding our nonperforming loan and nonaccrual policies.

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, are managed in homogenous portfolios with specified charge-off timeframes adhering to regulatory guidelines, or are certain government insured or guaranteed loans. These loans decreased \$.2 billion, or 16%, from \$1.5 billion at December 31, 2013, to \$1.3 billion at June 30, 2014, mainly due to a decline in government insured residential real estate loans of \$.2 billion, the majority of which we took possession of and conveyed the real estate, or are in the process of conveyance and claim resolution. The following tables display the delinquency status of our loans at June 30, 2014 and December 31, 2013. Additional information regarding accruing loans past due is included in Note 4 Asset Quality in the Notes To Consolidated Financial Statements of this Report.

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**Table 33: Accruing Loans Past Due 30 To 59 Days (a)**

	Amount		Percentage of Total Outstandings	
	June 30 2014	December 31 2013	June 30 2014	December 31 2013
Dollars in millions				
Commercial	\$ 71	\$ 81	.08%	.09%
Commercial real estate	17	54	.07	.25
Equipment lease financing	4	31	.05	.41
Home equity	65	86	.18	.24
Residential real estate				
Non government insured	87	112	.60	.74
Government insured	74	105	.51	.70
Credit card	26	29	.59	.66
Other consumer				
Non government insured	50	62	.22	.28
Government insured	154	154	.69	.68
Total	\$ 548	\$ 714	.27	.37

(a) Amounts in table represent recorded investment.

**Table 34: Accruing Loans Past Due 60 To 89 Days (a)**

	Amount		Percentage of Total Outstandings	
	June 30 2014	December 31 2013	June 30 2014	December 31 2013
Dollars in millions				
Commercial	\$ 26	\$ 20	.03%	.02%
Commercial real estate	48	11	.21	.05
Equipment lease financing	1	2	.03	.03
Home equity	27	34	.08	.09
Residential real estate				
Non government insured	21	30	.14	.20
Government insured	48	57	.33	.38
Credit card	18	19	.41	.43
Other consumer				
Non government insured	15	18	.07	.08
Government insured	94	94	.42	.42
Total	\$ 298	\$ 285	.15	.15

(a) Amounts in table represent recorded investment.

**Table 35: Accruing Loans Past Due 90 Days Or More (a)**

	Amount		Percentage of Total Outstandings	
	June 30 2014	December 31 2013	June 30 2014	December 31 2013
Dollars in millions				
Commercial	\$ 35	\$ 42	.04%	.05%
Commercial real estate		2		.01
Residential real estate				
Non government insured	23	35	.16	.23
Government insured	872	1,025	5.99	6.80
Credit card	29	34	.65	.77
Other consumer				
Non government insured	12	14	.05	.06
Government insured	281	339	1.25	1.50
Total	\$1,252	\$ 1,491	.62	.76

(a) Amounts in table represent recorded investment.

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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, 2014 and December 31, 2013.

### HOME EQUITY LOAN PORTFOLIO

Our home equity loan portfolio totaled \$35.5 billion as of June 30, 2014, or 18% of the total loan portfolio. Of that total, \$21.0 billion, or 59%, was outstanding under primarily variable-rate home equity lines of credit and \$14.5 billion, or 41%, consisted of closed-end home equity installment loans. Approximately 3% of the home equity portfolio was on nonperforming status as of June 30, 2014.

As of June 30, 2014, we are in an originated first lien position for approximately 50% 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. The remaining 48% of the portfolio was secured by second liens where we do not hold the first lien position. The credit performance of the majority of the home equity portfolio where we are in, hold or service the first lien position, 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.

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 do or do 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 primarily 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, not lifetime expected losses. The roll-rate methodology estimates transition/roll of loan balances from one delinquency state (e.g., 30-59 days past due) to another delinquency state (e.g., 60-89 days past due) and ultimately to charge-off. The roll through to charge-off is based on PNC's actual loss experience for each type of pool. Each of our home equity pools contains both first and second liens. Our experience has been that the ratio of first to second lien loans has been consistent over time and the charge-off amounts for the pools, used to establish our allowance, include losses on both first and second liens loans.

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. 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. The risk associated with the borrower's ability to satisfy the loan terms upon the draw period ending is considered in establishing our ALLL. Based upon outstanding balances at June 30, 2014, the following table presents the periods when home equity lines of credit draw periods are scheduled to end.

**Table 36: Home Equity Lines of Credit – Draw Period End Dates**

In millions	Interest Only Product	Principal and Interest Product
Remainder of 2014	\$ 876	\$ 213
2015	1,736	595
2016	1,442	462
2017	2,584	627
2018	1,136	852
2019 and thereafter	3,852	4,910
<b>Total (a) (b)</b>	<b>\$ 11,626</b>	<b>\$ 7,659</b>

(a) Includes all home equity lines of credit that mature in the remainder of 2014 or later, including those with borrowers where we have terminated borrowing privileges.

(b) Includes approximately \$83 million, \$183 million, \$50 million, \$61 million, \$44 million and \$562 million of home equity lines of credit with balloon payments, including those where we have terminated borrowing privileges, with draw periods scheduled to end in the remainder of 2014, 2015, 2016, 2017, 2018 and 2019 and thereafter, respectively.

Based upon outstanding balances, and excluding purchased impaired loans, at June 30, 2014, for home equity lines of

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credit for which the borrower can no longer draw (e.g., draw period has ended or borrowing privileges have been terminated), approximately 3% were 30-89 days past due and approximately 5% were 90 days or more 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 loan modification resulting in a loan that is classified as a TDR.

See Note 4 Asset Quality in the Notes To Consolidated Financial Statements of this Report for additional information.

### LOAN MODIFICATIONS AND TROUBLED DEBT RESTRUCTURINGS

#### Consumer Loan Modifications

We modify loans under government and PNC-developed programs based upon our commitment to help eligible homeowners and borrowers avoid foreclosure, where appropriate. Initially, a borrower is evaluated for a modification under a government program. If a borrower does not qualify under a government program, the borrower is then evaluated under a PNC program. Our programs utilize both temporary and permanent modifications and typically reduce the interest rate, extend the term and/or defer principal. Temporary and permanent modifications under programs involving a change to loan terms are generally classified as TDRs. Further, certain payment plans and trial payment arrangements which do not include a contractual change to loan terms may be classified as TDRs. Additional detail on TDRs is discussed below as well as in Note 4 Asset Quality in the Notes To Consolidated Financial Statements of this Report.

A temporary modification, with a term between 3 and 24 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 24 months, is a modification in which the terms of the original loan are changed. Permanent modification programs primarily include the government-created Home Affordable Modification Program (HAMP) and 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. 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 the borrower can make payments at a lower amount.

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 37 provides the number of accounts and unpaid principal balance of modified consumer real estate related loans and Table 38 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 37: Consumer Real Estate Related Loan Modifications

	June 30, 2014		December 31, 2013	
	Number of Accounts	Unpaid Principal Balance	Number of Accounts	Unpaid Principal Balance
Dollars in millions				
<b>Home equity</b>				
Temporary Modifications	5,967	\$ 473	6,683	\$ 539
Permanent Modifications	12,593	945	11,717	889
Total home equity	18,560	1,418	18,400	1,428
<b>Residential Mortgages</b>				
Permanent Modifications	6,255	1,239	7,397	1,445
<b>Non-Prime Mortgages</b>				
Permanent Modifications	4,392	620	4,400	621
<b>Residential Construction</b>				
Permanent Modifications	2,466	778	2,260	763
Total Consumer Real Estate Related Loan Modifications	31,673	\$4,055	32,457	\$4,257



**Table 3 8: Consumer Real Estate Related Loan Modifications Re-Default by Vintage (a) (b)**

	Six Months		Nine Months		Twelve Months		Fifteen Months		Unpaid Principal Balance (c)	
June 30, 2014	Number of Accounts	% of Vintage	Number of Accounts	% of Vintage	Number of Accounts	% of Vintage	Number of Accounts	% of Vintage		
Dollars in thousands	Re-defaulted	Re-defaulted	Re-defaulted	Re-defaulted	Re-defaulted	Re-defaulted	Re-defaulted	Re-defaulted		
<b>Permanent Modifications</b>										
<b>Home Equity</b>										
Fourth Quarter 2013	29	2.5%								\$ 2,805
Third Quarter 2013	31	2.6	45	3.8%					4,284	
Second Quarter 2013	25	2.0	44	3.6	64	5.2%			6,438	
First Quarter 2013	36	2.9	46	3.8	56	4.6	61	5.0%	4,791	
Fourth Quarter 2012	38	3.0	50	4.0	63	5.0	79	6.3	8,365	
<b>Residential Mortgages</b>										
Fourth Quarter 2013	84	9.5							13,062	
Third Quarter 2013	100	9.2	153	14.1					25,214	
Second Quarter 2013	139	16.8	164	19.8	188	22.7			33,956	
First Quarter 2013	132	16.7	186	23.5	199	25.1	210	26.5	35,287	
Fourth Quarter 2012	117	16.6	194	27.4	220	31.1	229	32.4	34,534	
<b>Non-Prime Mortgages</b>										
Fourth Quarter 2013	20	10.9							3,264	
Third Quarter 2013	26	15.2	29	17.0					3,999	
Second Quarter 2013	25	18.8	40	30.1	46	34.6			10,059	
First Quarter 2013	12	14.8	12	14.8	16	19.8	19	23.5	3,620	
Fourth Quarter 2012	22	19.0	27	23.3	29	25.0	36	31.0	4,428	
<b>Residential Construction</b>										
Fourth Quarter 2013	1	0.7							2,056	
Third Quarter 2013	1	0.7	1	0.7					7	
Second Quarter 2013	1	0.5	4	2.1	6	3.1			697	
First Quarter 2013	2	1.2	5	2.9	5	2.9	8	4.6	1,705	
Fourth Quarter 2012	2	1.1	4	2.3	6	3.4	5	2.8	659	
<b>Temporary Modifications</b>										
<b>Home Equity</b>										
Fourth Quarter 2013	11	20.4%							\$ 1,321	
Third Quarter 2013	4	9.8	9	22.0%					616	
Second Quarter 2013	11	14.7	17	22.7	17	22.7%			1,793	
First Quarter 2013	2	2.5	8	9.9	9	11.1	11	13.6 %	757	
Fourth Quarter 2012	4	4.2	13	13.5	16	16.7	17	17.7	1,147	

- (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, 2012 through December 31, 2013 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 the prior period, are removed from re-default status in the period in which they were cured or re-modified.
- (b) Vintage refers to the quarter in which the modification occurred.
- (c) Reflects June 30, 2014 unpaid principal balances of the re-defaulted accounts for the Fourth Quarter 2013 Vintage at Six Months, for the Third Quarter 2013 Vintage at Nine Months, for the Second Quarter 2013 Vintage at Twelve Months, and for the First Quarter 2013 and prior Vintages at Fifteen Months.

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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 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, 2014 and December 31, 2013, 6,034 accounts with a balance of \$.9 billion and 5,834 accounts with a balance of \$.9 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 Office of the Comptroller of the Currency (OCC). A 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 4 Asset Quality in the Notes To Consolidated Financial Statements of this Report.

We have 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, 2014 and December 31, 2013, \$40 million and \$47 million, respectively, in loan balances were covered under these modification and payment plan programs. Of these loan balances, \$14 million and \$16 million have been determined to be TDRs as of June 30, 2014 and December 31, 2013, respectively.

### 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 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. Additionally, TDRs also result from borrowers that have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligations to PNC. For the six months ended June 30, 2014, \$.6 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, 2013 was \$1.7 billion.

**Table 39: Summary of Troubled Debt Restructurings**

In millions	June 30 2014	December 31 2013
<b>Consumer lending:</b>		
Real estate-related	\$1,927	\$ 1,939
Credit card	145	166
Other consumer	49	56
<b>Total consumer lending</b>	<b>2,121</b>	<b>2,161</b>
<b>Total commercial lending</b>	<b>546</b>	<b>578</b>
<b>Total TDRs</b>	<b>\$2,667</b>	<b>\$ 2,739</b>
Nonperforming	\$1,369	\$ 1,511
Accruing (a)	1,153	1,062
Credit card	145	166
<b>Total TDRs</b>	<b>\$2,667</b>	<b>\$ 2,739</b>

(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 obligations to PNC are not returned to accrual status.

Total TDRs decreased \$72 million, or 3%, during the first six months of 2014. Nonperforming TDRs totaled \$1.4 billion, which represents approximately 49% of total nonperforming loans, and 51% of total TDRs.

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TDRs that are performing, including credit card loans, are excluded from nonperforming loans. Generally, the accruing category is comprised of loans where borrowers have been performing under the restructured terms for at least six consecutive months. These TDRs increased \$70 million, or 6%, during 2014 to \$1.3 billion as of June 30, 2014. 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 obligations to PNC are not returned to accrual status. See Note 4 Asset Quality in the Notes To Consolidated Financial Statements in this Report for additional information.

**Table 40: Loan Charge-Offs And Recoveries**

Six months ended June 30  
Dollars in millions

	Gross Charge-offs	Recoveries	Net Charge-offs / (Recoveries)	Percent of Average Loans (annualized)
<b>2014</b>				
Commercial	\$ 171	\$ 94	\$ 77	.17%
Commercial real estate	32	49	(17)	(.15)
Equipment lease financing	6	6	—	—
Home equity	163	39	124	.70
Residential real estate	15	2	13	.18
Credit card	85	11	74	3.47
Other consumer	92	32	60	.54
<b>Total</b>	<b>\$ 564</b>	<b>\$ 233</b>	<b>\$ 331</b>	<b>.34</b>
<b>2013</b>				
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
<b>Total</b>	<b>\$ 925</b>	<b>\$ 261</b>	<b>\$ 664</b>	<b>.71</b>

Total net charge-offs are lower than they would have been otherwise due to the accounting treatment for purchased impaired loans. This treatment also results in a lower ratio of net charge-offs to average loans. See Note 5 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

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

We recorded \$331 million in net charge-offs for the first six months of 2014, compared to \$664 million in the first six months of 2013. Commercial lending net charge-offs decreased from \$151 million in the first six months of 2013 to \$60 million in the first six months of 2014. Consumer lending net charge-offs decreased from \$513 million, which included \$134 million due to the impact of alignment with interagency supervisory guidance, in the first six months of 2013 to \$271 million in the first six months of 2014.

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.

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 real estate secured 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.

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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 and unfunded loan commitments and letters of credit to determine the amount of the respective reserves. Our PDs and LGDs are primarily determined using internal commercial loan loss data. This internal data is supplemented with third-party data and management judgment, as deemed necessary. We continue to evaluate and enhance our use of internal commercial loss data and will periodically update our PDs and LGDs, as well as consider third-party data, regulatory guidance and management judgment. 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, which continues to demonstrate 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 is related to qualitative and measurement factors. 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, 2014, we had established reserves of \$.9 billion for purchased impaired loans. In addition, loans (purchased impaired and non-impaired) acquired after January 1, 2009 were recorded at fair value. No

allowance for loan losses was carried over and no allowance was created at the date of acquisition. See Note 5 Purchased Loans in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information.

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 \$1.6 billion, or 46%, of the ALLL at June 30, 2014 to the commercial lending category. Consumer lending allocations are made based on historical loss experience adjusted for recent activity. Approximately \$1.9 billion, or 54%, of the ALLL at June 30, 2014 has been allocated to these consumer lending categories.

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 1 Accounting Policies and Note 4 Asset Quality in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for further information on certain key asset quality indicators that we use to evaluate our portfolio and establish the allowances.

**Table 41: Allowance for Loan and Lease Losses**

Dollars in millions	2014	2013
January 1	\$3,609	\$4,036
Total net charge-offs (a)	(331)	(664)
Provision for credit losses	166	393
Net change in allowance for unfunded loan commitments and letters of credit	10	8
Other	(1)	(1)
June 30	\$3,453	\$3,772
Net charge-offs to average loans (for the six months ended) (annualized) (a)	.34%	.71%
Allowance for loan and lease losses to total loans	1.72	1.99
Commercial lending net charge-offs	\$ (60)	\$ (151)
Consumer lending net charge-offs (a)	(271)	(513)
Total net charge-offs	\$ (331)	\$ (664)
Net charge-offs to average loans (for the six months ended) (annualized)		
Commercial lending	.10%	.27%
Consumer lending (a)	.71	1.35

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

The provision for credit losses totaled \$166 million for the first six months of 2014 compared to \$393 million for the first six months of 2013. The primary driver of the decrease to the provision was improved overall credit quality, including lower consumer loan delinquencies, and the increasing value of residential real estate which resulted in greater expected cash flows for our purchased impaired loans. For the first six months of 2014, the provision for commercial lending credit losses increased by \$80 million, or 286%, from the first six months of 2013 reflecting our continual qualitative assessments of the portfolio given the growth trends over the recent quarters. The provision for consumer lending credit losses decreased \$307 million, or 84%, from the first six months of 2013.

At June 30, 2014, total ALLL to total nonperforming loans was 123%. The comparable amount for December 31, 2013 was 117%. These ratios are 81% and 72%, respectively, when excluding the \$1.2 billion and \$1.4 billion, respectively, of ALLL at June 30, 2014 and December 31, 2013 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 30 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 2014, improving asset quality trends, including, but not limited to, delinquency status and improving economic conditions, realization of previously estimated losses through charge-offs and overall portfolio growth, combined to result in the ALLL balance declining \$.1 billion, or 4% to \$3.5 billion as of June 30, 2014 compared to December 31, 2013.

See Note 1 Accounting Policies and Note 5 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.

Management monitors liquidity through a series of early warning indicators that may indicate a potential market, or PNC-specific, liquidity stress event. In addition, management performs a set of liquidity stress tests over multiple time horizons with varying levels of severity and maintains a contingency funding plan to address a potential stress event. 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 Enterprise Capital and Liquidity Management Policy. Management’s Asset and Liability Committee and the Board of Directors’ Risk Committee regularly review 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.

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Risk limits for parent company liquidity are established within our Enterprise Capital and Liquidity Management Policy. Management's Asset and Liability Committee and the Board of Directors' Risk Committee regularly review compliance with the established limits.

### ***BANK LEVEL LIQUIDITY – USES***

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, 2014, there were approximately \$8.2 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.

### ***BANK LEVEL LIQUIDITY – SOURCES***

Our largest source of bank liquidity on a consolidated basis is the deposit base that comes from our retail and commercial businesses. Total deposits increased to \$222.6 billion at June 30, 2014 from \$220.9 billion at December 31, 2013, primarily driven by growth in transaction deposits. Assets determined by PNC to be liquid (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, 2014, our liquid assets consisted of short-term investments (Federal funds sold, resale agreements, trading securities and interest-earning deposits with banks) totaling \$20.6 billion and securities available for sale totaling \$44.5 billion. Of our total liquid assets of \$65.1 billion, we had \$16.5 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).

On January 16, 2014, PNC Bank, N.A. established a new bank note program under which it may from time to time offer up to \$25 billion aggregate principal amount at any one time outstanding of its unsecured senior and subordinated notes due more than nine months from their date of issue (in the case of senior notes) and due five years or more from their date of issue (in the case of subordinated notes). The \$25 billion of notes authorized to be issued and outstanding at any one time includes notes issued by PNC Bank, N.A. prior to January 16,

2014 under the 2004 bank note program and those notes PNC Bank, N.A. has acquired through the acquisition of other banks, in each case for so long as such notes remain outstanding. The terms of the new program do not affect any of the bank notes issued prior to January 16, 2014. At June 30, 2014, PNC Bank, N.A. had \$16.2 billion of bank notes outstanding including the following issued during 2014:

- \$1.0 billion of senior notes with a maturity date of January 27, 2017. Interest is payable semi-annually, at a fixed rate of 1.125% on January 27 and July 27 of each year, beginning on July 27, 2014,
- \$750 million of senior notes with a maturity date of January 28, 2019. Interest is payable semi-annually, at a fixed rate of 2.200% on January 28 and July 28 of each year, beginning on July 28, 2014,
- \$1.0 billion of senior extendible floating rate bank notes issued to an affiliate with an initial maturity date of April 15, 2015, subject to the holder's monthly option to extend, and a final maturity date of April 15, 2016. Interest is payable at the 3-month LIBOR rate, reset quarterly, plus a spread of .235%, 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 January 15, April 15, July 15 and October 15 of each year, beginning on July 15, 2014,
- \$900 million of senior extendible floating rate bank notes with an initial maturity date of July 20, 2015, subject to the holder's monthly option to extend, and a final maturity date of July 20, 2016. Interest is payable at the 3-month LIBOR rate, reset quarterly, plus a spread of .235%, 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, 2014,
- \$1.0 billion of senior notes with a maturity date of July 2, 2019. Interest is payable semi-annually, at a fixed rate of 2.25% on January 2 and July 2 of each year, beginning on January 2, 2015, and
- \$1.0 billion of senior extendible floating rate bank notes issued to an affiliate with an initial maturity date of July 15, 2015, subject to the holder's monthly option to extend, and a final maturity date of July 15, 2016. Interest is payable at the 3-month LIBOR rate, reset quarterly, plus a spread of .235%, 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 January 15, April 15, July 15 and October 15 of each year, beginning on October 15, 2014.

Total senior and subordinated debt of PNC Bank, N.A. increased to \$17.6 billion at June 30, 2014 from \$14.6 billion at December 31, 2013 primarily due to \$5.7 billion in new borrowing less \$2.7 billion in calls and maturities.



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See Note 19 Subsequent Events in the Notes To Consolidated Financial Statements in Part 1, Item 1 of this Report for information on the issuance of senior notes of \$300 million on August 1, 2014.

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 loans, other mortgage-related loans and commercial mortgage-backed securities. At June 30, 2014, our unused secured borrowing capacity was \$12.4 billion with FHLB-Pittsburgh. Total FHLB borrowings increased to \$15.0 billion at June 30, 2014 from \$12.9 billion at December 31, 2013 due to \$7.6 billion of new issuances offset by \$5.5 billion in calls and maturities. The FHLB-Pittsburgh also periodically provides standby letters of credit on behalf of PNC Bank, N.A. to secure certain public deposits. PNC Bank, N.A. began using standby letters of credit issued by the FHLB-Pittsburgh in response to anticipated short-term regulatory standards. If the FHLB-Pittsburgh is required to make payment for a beneficiary's draw, the payment amount is converted into a collateralized advance to PNC Bank, N.A. At both June 30, 2014 and December 31, 2013, standby letters of credit issued on our behalf by the FHLB-Pittsburgh totaled \$6.2 billion.

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, 2014, there was \$5.0 billion outstanding under this program. During the fourth quarter of 2013, PNC finalized the wind down of Market Street Funding LLC ("Market Street"), a multi-seller asset-backed commercial paper conduit administered by PNC Bank, N.A. As part of the wind down process, the commitments and outstanding loans of Market Street were assigned to PNC Bank, N.A., which will fund these commitments and loans by utilizing its diversified funding sources. In conjunction with the assignment of commitments and loans, the associated liquidity facilities were terminated along with the program-level credit enhancement provided to Market Street. The wind down did not have a material impact to PNC's financial condition or results of operations.

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 commercial loans. At June 30, 2014, our unused secured borrowing capacity was \$20.5 billion with the Federal Reserve Bank.

### **PARENT COMPANY LIQUIDITY – USES**

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,

2014, 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 Capital and Liquidity Actions in the Executive Summary section of this Financial Review for information on our 2014 capital plan that was accepted by the Federal Reserve, which included certain share repurchases under PNC's existing common stock repurchase authorization and the dividend increase described below.

On April 3, 2014, consistent with our 2014 capital plan, our Board of Directors approved an increase to PNC's quarterly common stock dividend from 44 cents per common share to 48 cents per common share effective with the May 5, 2014 dividend payment to shareholders of record at the close of business on April 15, 2014. On July 3, 2014, the Board of Directors declared a quarterly common stock cash dividend of 48 cents per share payable on August 5, 2014 to shareholders of record at the close of business on July 15, 2014.

See the Supervision and Regulation section of Item 1 Business in our 2013 Form 10-K for additional information regarding the Federal Reserve's CCAR process and the factors the Federal Reserve takes into consideration in evaluating capital plans, as well as for information on new qualitative and quantitative liquidity risk management standards proposed by the U.S. banking agencies. See also Recent Market and Industry Developments in the Executive Summary section of this Financial Review for information on the proposal issued by the Federal Reserve that would make certain modifications to the Federal Reserve's capital planning and stress testing rules.

During the first six months of 2014, the parent company used cash for the following:

- On March 28, 2014, we used \$1.0 billion of parent company cash to purchase senior extendible floating rate bank notes issued by PNC Bank, N.A.,
- In March 2014, PNC repurchased \$50 million of common shares to mitigate the financial impact of employee benefit plan transactions, as described in more detail in Item 2 Unregistered Sales Of Equity Securities And Use of Proceeds in Part II of our March 31, 2014 Form 10-Q,
- During the second quarter of 2014, in accordance with the 2014 capital plan, PNC repurchased \$223 million of common shares on the open market, as described in more detail in Item 2 Unregistered Sales Of Equity Securities And Use of Proceeds in Part II of this Report, and
- On June 27, 2014, we used \$1.0 billion of parent company cash to purchase senior extendible floating rate bank notes issued by PNC Bank, N.A.



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### 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 \$1.3 billion at June 30, 2014. See Note 22 Regulatory Matters in Item 8 of our 2013 Form 10-K for a further discussion of these limitations. We provide additional information on certain contractual restrictions in Note 14 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in Item 8 of our 2013 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, 2014, the parent company had approximately \$4.6 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.

During the first six months of 2014, we issued the following parent company debt under our shelf registration statement:

- \$750 million of subordinated notes with a maturity date of April 29, 2024. Interest is payable semi-annually, at a fixed rate of 3.90%, on April 29 and October 29 of each year, beginning on October 29, 2014.

**Table 42: Credit Ratings as of June 30, 2014 for PNC and PNC Bank, N.A.**

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

Total parent company senior and subordinated debt and hybrid capital instruments decreased to \$10.1 billion at June 30, 2014 from \$10.7 billion at December 31, 2013 due to \$1.4 billion in maturities less \$750 million in new borrowings.

The parent company, through its subsidiary PNC Funding Corp, has the ability to offer up to \$3.0 billion of commercial paper to provide additional liquidity. As of June 30, 2014, there were no issuances outstanding under this program.

Note 19 Equity in Item 8 of our 2013 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, and are considered in the calculation of diluted earnings per common share in Note 13 Earnings Per Share in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report.

### 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 most recent 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.

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### COMMITMENTS

The following tables set forth contractual obligations and various other commitments as of June 30, 2014 representing required and potential cash outflows.

**Table 4 3: Contractual Obligations**

June 30, 2014 – 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)	\$22,030	\$ 15,480	\$ 3,198	\$ 555	\$ 2,797
Borrowed funds (a) (b)	49,066	14,037	16,811	8,846	9,372
Minimum annual rentals on noncancellable leases	2,642	376	616	478	1,172
Nonqualified pension and postretirement benefits	534	58	113	111	252
Purchase obligations (c)	716	427	232	36	21
Total contractual cash obligations	\$74,988	\$ 30,378	\$ 20,970	\$ 10,026	\$13,614

(a) Includes purchase accounting adjustments.

(b) Includes basis adjustment relating to accounting hedges.

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

At June 30, 2014, we had a liability for unrecognized tax benefits of \$89 million, which represents a reserve for tax positions that we have taken in our tax returns which ultimately may not be sustained upon examination by taxing authorities. Since the ultimate amount and timing of any future cash settlements cannot be predicted with reasonable certainty, this estimated liability has been excluded from the contractual obligations table. See Note 15 Income Taxes in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information.

Our contractual obligations totaled \$73.5 billion at December 31, 2013. The increase in the comparison is primarily attributable to an increase in borrowed funds partially offset by the decline in 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 44: Other Commitments (a)**

June 30, 2014 – 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 loan commitments	\$131,446	\$ 51,016	\$ 44,926	\$ 34,703	\$ 801
Net outstanding standby letters of credit (b)	10,475	4,801	4,574	1,047	53
Reinsurance agreements (c)	4,952	2,549	24	33	2,346
Other commitments (d)	905	648	222	26	9
Total commitments	\$147,778	\$ 59,014	\$ 49,746	\$ 35,809	\$ 3,209

(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 \$5.9 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 or placed on behalf of our customers. Balances represent estimates based on availability of financial information.

(d) Includes unfunded commitments related to private equity investments of \$153 million and additional obligations related to direct investments of \$9 million that are not on our Consolidated Balance Sheet. Also includes commitments related to tax credit investments of \$658 million and other direct equity investments of \$85 million that are included in Other liabilities on our Consolidated Balance Sheet.

Our total commitments totaled \$146.8 billion at December 31, 2013. The increase in the comparison is primarily due to an increase in exposure on net unfunded loan commitments partially offset by a decline in reinsurance agreements. See Note 3 Loans and Commitments to Extend Credit and Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements in Part I, Item 1 of this report for additional information on net unfunded loan commitments and our reinsurance agreements, respectively.

## 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

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- 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 2014 and 2013 follow:

**Table 45: Interest Sensitivity Analysis**

	Second Quarter 2014	Second Quarter 2013
<b>Net Interest Income Sensitivity Simulation</b>		
Effect on net interest income in first year from gradual interest rate change over following 12 months of:		
100 basis point increase	2.0%	1.7%
100 basis point decrease (a)	(.9)%	(1.0)%
Effect on net interest income in second year from gradual interest rate change over the preceding 12 months of:		
100 basis point increase	6.8%	6.0%
100 basis point decrease (a)	(4.6)%	(4.5)%
<b>Duration of Equity Model (a)</b>		
Base case duration of equity (in years)	(2.7)	(2.4)
<b>Key Period-End Interest Rates</b>		
One-month LIBOR	.16%	.19%
Three-year swap	1.00%	.82%

(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 2014) 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 46: Net Interest Income Sensitivity to Alternative Rate Scenarios (Second Quarter 2014)**

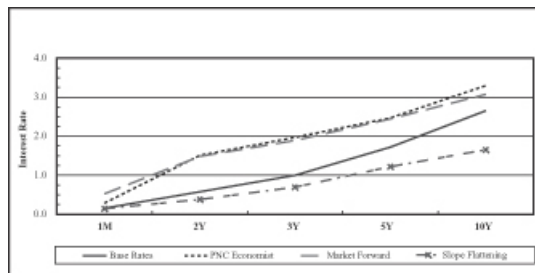
	PNC Economist	Market Forward	Slope Flattening
First year sensitivity	.7%	.9%	(.8)%
Second year sensitivity	4.5%	4.7%	(3.6)%

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

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

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

**Table 4 7: Alternate Interest Rate Scenarios: One Year Forward**



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The second quarter 2014 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 – CUSTOMER-RELATED TRADING RISK

We engage in fixed income securities, derivatives and foreign exchange transactions to support our customers' investing and hedging activities. These transactions, related hedges and the credit valuation adjustment (CVA) related to our customer derivatives portfolio are marked-to-market daily and reported as customer-related trading activities. We do not engage in proprietary trading of these products.

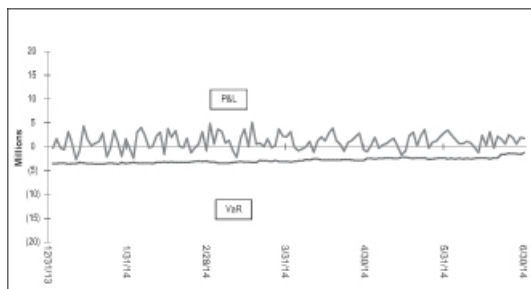
We use value-at-risk (VaR) as the primary means to measure and monitor market risk in customer-related trading activities. We calculate a diversified VaR at a 95% confidence interval. VaR is used to estimate the probability of portfolio losses based on the statistical analysis of historical market risk factors. A diversified VaR reflects empirical correlations across different asset classes.

During the first six months of 2014, our 95% VaR ranged between \$1.4 million and \$3.9 million, averaging \$3.1 million. During the first six months of 2013, our 95% VaR ranged between \$1.9 million and \$5.5 million, averaging \$4.1 million.

To help ensure the integrity of the models used to calculate VaR for each portfolio and enterprise-wide, we use a process known as backtesting. The backtesting process consists of comparing actual observations of 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 customer-related trading activity includes customer revenue and intraday hedging which helps to reduce 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 2014 or the first six months of 2013 where actual losses exceeded the prior day VaR measure under our diversified VaR measure. We use a 500 day look back period for backtesting and include customer-related revenue.

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

**Table 48: Enterprise-Wide Gains/Losses Versus Value-at-Risk**



Total trading revenue was as follows:

**Table 49: Customer-Related Trading Revenue**

Six months ended June 30	2014	2013
In millions		
Net interest income	\$ 15	\$ 17
Noninterest income	96	144
<b>Total customer-related trading revenue</b>	<b>\$111</b>	<b>\$161</b>
Securities underwriting and trading (a)	\$ 47	\$ 41
Foreign exchange	50	42
Financial derivatives and other	14	78
<b>Total customer-related trading revenue</b>	<b>\$111</b>	<b>\$161</b>
Three months ended June 30		
In millions		
Net interest income	\$ 7	\$ 8
Noninterest income	54	93
<b>Total customer-related trading revenue</b>	<b>\$ 61</b>	<b>\$101</b>
Securities underwriting and trading (a)	\$ 26	\$ 16
Foreign exchange	22	23
Financial derivatives and other	13	62
<b>Total customer-related trading revenue</b>	<b>\$ 61</b>	<b>\$101</b>

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

Customer-related trading revenues for the first six months of 2014 decreased \$50 million compared to the first six months of 2013. Customer-related trading revenue for the second quarter of 2014 decreased \$40 million compared with the second quarter of 2013. These decreases were primarily due to market interest rate changes impacting credit valuations for customer-related derivatives activities, which were partially offset by improved securities results.

### MARKET RISK MANAGEMENT – EQUITY AND OTHER INVESTMENT RISK

Equity investment risk is the risk of potential losses associated with investing in both private and public equity markets. In addition to extending credit, taking deposits, and underwriting and trading financial instruments, we make and manage direct

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investments in a variety of transactions, including management buyouts, recapitalizations, and growth financings in a variety of industries. We also have investments in affiliated and non-affiliated funds that make similar investments in private equity and in debt and equity-oriented hedge funds. The economic and/or book value of these investments and other assets such as loan servicing rights are directly affected by changes in market factors.

The primary risk measurement for equity and other investments is economic capital. Economic capital is a common measure of risk for credit, market and operational risk. It is an estimate of the potential value depreciation over a one year horizon commensurate with solvency expectations of an institution rated single-A by the credit rating agencies. Given the illiquid nature of many of these types of investments, it can be a challenge to determine their fair values. See Note 8 Fair Value in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report and Note 9 Fair Value in Item 8 of our 2013 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 50: Equity Investments Summary**

In millions	June 30 2014	December 31 2013
BlackRock	\$ 6,065	\$ 5,940
Tax credit investments (a)	2,386	2,572
Private equity	1,784	1,656
Visa	112	158
Other	236	234
Total	\$10,583	\$ 10,560

(a) The December 31, 2013 amount has been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.

### BLACKROCK

PNC owned approximately 36 million common stock equivalent shares of BlackRock equity at June 30, 2014, 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 direct tax credit investments and equity investments held by consolidated partnerships which totaled \$2.4 billion at June 30, 2014 and \$2.6 billion at December 31, 2013. These equity investment balances include unfunded commitments totaling \$658 million

and \$802 million at June 30, 2014 and December 31, 2013, respectively. These unfunded commitments are included in Other Liabilities on our Consolidated Balance Sheet.

Note 2 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 \$1.8 billion at June 30, 2014 and \$1.7 billion at December 31, 2013. As of June 30, 2014, \$1.2 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 \$243 million as of June 30, 2014. 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 the Supervision and Regulation section of Item 1 Business and Item 1A Risk Factors included in our 2013 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 \$153 million at June 30, 2014 compared with \$164 million at December 31, 2013.

### VISA

During the first six months of 2014, we sold 2 million of Visa Class B common shares, in addition to the 13 million shares sold in the previous two years. We have entered into swap agreements with the purchaser of the shares as part of these sales. See Note 8 Fair Value in the Notes To Consolidated Financial Statements in Part I, Item 1 of this Report for additional information. At June 30, 2014, our investment in Visa Class B common shares totaled approximately 8 million shares and had a carrying value of \$112 million. Based on the June 30, 2014 closing price of \$210.71 for the Visa Class A common shares, the fair value of our total investment was approximately \$741 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 first six months of 2014 and in the previous two years) 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.

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Our 2013 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 also Note 17 Commitments and Guarantees in the Notes To Consolidated Financial Statements in Part I, Item 1 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, 2014, other investments totaled \$236 million compared with \$234 million at December 31, 2013. We recognized net gains related to these investments of \$10 million and \$25 million during the first six months of 2014 and 2013, including net gains of \$2 million and \$5 million during the second quarters of 2014 and 2013, respectively.

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 immaterial at both June 30, 2014 and December 31, 2013.

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

Financial derivatives involve, to varying degrees, 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 2013 Form 10-K and in Note 8 Fair Value and Note 12 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 market and credit risk are addressed through the use of financial 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, 2014 and December 31, 2013.

**Table 51: Financial Derivatives Summary**

	June 30, 2014		December 31, 2013	
	Notional/ Contractual Amount	Net Fair Value (a)	Notional/ Contractual Amount	Net Fair Value (a)
In millions				
<b>Derivatives designated as hedging instruments under GAAP</b>				
Total derivatives designated as hedging instruments	\$ 39,529	\$ 964	\$ 36,197	\$ 825
<b>Derivatives not designated as hedging instruments under GAAP</b>				
Total derivatives used for residential mortgage banking activities	\$177,090	\$ 353	\$119,679	\$ 330
Total derivatives used for commercial mortgage banking activities	39,194	(4)	53,149	(12)
Total derivatives used for customer-related activities	176,892	108	169,534	138
Total derivatives used for other risk management activities	3,708	(451)	2,697	(422)
Total derivatives not designated as hedging instruments	\$396,884	\$ 6	\$345,059	\$ 34
Total Derivatives	\$436,413	\$ 970	\$381,256	\$ 859

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

## INTERNAL CONTROLS AND DISCLOSURE CONTROLS AND PROCEDURES

As of June 30, 2014, we performed an evaluation under the supervision of and with the participation of our management, including the Chairman, President and Chief Executive Officer and the Executive Vice President and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures and of changes in our internal control over financial reporting.

Based on that evaluation, our Chairman, President and Chief Executive Officer and our Executive Vice President and Chief Financial Officer concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities and Exchange Act of 1934, as amended) were effective as of June 30, 2014, and that there has been no change in PNC's internal control over financial reporting that occurred during the second quarter of 2014 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 III common equity Tier 1 capital – Common stock plus related surplus, net of treasury stock, plus retained earnings, plus accumulated other comprehensive income for securities currently and previously held as available for sale, plus accumulated other comprehensive income for pension and other postretirement benefit plans, less goodwill, net of associated deferred tax liabilities, less other disallowed intangibles, net of deferred tax liabilities and plus/less other adjustments.

Basel III common equity Tier 1 capital ratio – Common equity Tier 1 capital divided by period-end risk-weighted assets (as applicable).

Basel III Tier 1 capital – Common equity Tier 1 capital, plus preferred stock, plus certain trust preferred capital securities, plus certain noncontrolling interests that are held by others and plus/less other adjustments.

Basel III Tier 1 capital ratio – Tier 1 capital divided by period-end risk-weighted assets (as applicable).

Basel III Total capital – Tier 1 capital plus qualifying subordinated debt, plus certain trust preferred securities, plus, under the Basel III transitional rules and the standardized approach, the allowance for loan and lease losses included in Tier 2 capital and other.

Basel III Total capital ratio – Total capital divided by period-end risk-weighted assets (as applicable).

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.

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.



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**Credit valuation adjustment (CVA)**—Represents an adjustment to the fair value of our derivatives for our own and counterparties' non-performance risk.

**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.

**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.

**Enterprise risk management framework**—An enterprise process designed to identify potential risks that may affect PNC, manage risk to be within our risk appetite and provide reasonable assurance regarding achievement of our objectives.

**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.

**Leverage ratio**—Tier 1 capital divided by average quarterly adjusted total assets.

**LIBOR**—Acronym for London InterBank Offered Rate. LIBOR is the average interest rate charged when banks in the London wholesale money market (or interbank market) borrow unsecured funds from each other. LIBOR rates are used as a benchmark for interest rates on a global basis. PNC's product set includes loans priced using LIBOR as a benchmark.

**Loan-to-value ratio (LTV)**—A calculation of a loan's collateral coverage that is used both in underwriting and assessing credit risk in our lending portfolio. LTV is the sum

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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, a LTV of less than 90% is better secured and has less credit risk than a 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 any means, including but not limited to the 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

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\$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 valuation, net of economic hedge – 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 – The potential that an event or series of events could occur that would threaten PNC's ability to achieve its strategic objectives, thereby negatively affecting shareholder value or reputation.

Risk appetite – A dynamic, forward-looking view on the aggregate amount of risk PNC is willing and able to take in executing business strategy in light of the current business environment.

Risk limits – Quantitative measures based on forward looking assumptions that allocate the firm's aggregate risk appetite (e.g. measure of loss or negative events) to business lines, legal entities, specific risk categories, concentrations and as appropriate, other levels.

Risk profile – The risk profile is a point-in-time assessment of risk. The profile represents overall risk position in relation to the desired risk appetite. The determination of the risk profile's position is based on qualitative and quantitative analysis of reported risk limits, metrics, operating guidelines and qualitative assessments.

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

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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.

**Transitional Basel III common equity** – Common equity calculated under Basel III using phased in definitions and deductions applicable to PNC for 2014.

**Troubled debt restructuring (TDR)** – A loan whose terms have been restructured in a manner that grants a concession to a borrower experiencing financial difficulties.

**Value-at-risk (VaR)** – A statistically-based measure of risk that describes the amount of potential loss which may be incurred due to 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 and liquidity levels and ratios, 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 levels of U.S. and European government debt and concerns regarding the creditworthiness of certain sovereign governments, supranationals and financial institutions in Europe.
  - Actions by the 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 reversal of the current U.S. economic expansion.
  - Continued residual effects 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 U.S. economic expansion will speed up to an above trend growth rate near 3.0 percent in the second half of 2014 and that short-term interest rates will remain very low and bond yields will rise only slowly in the latter half of 2014. 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 most 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 and liquidity 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, cyberattacks 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 2013 Form 10-K, in our first quarter 2014 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.

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# 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	
	2014	2013	2014	2013
<b>Interest Income</b>				
Loans	\$1,845	\$1,955	\$3,744	\$3,984
Investment securities	412	422	839	892
Other	99	92	183	204
Total interest income	2,356	2,469	4,766	5,080
<b>Interest Expense</b>				
Deposits	80	86	158	179
Borrowed funds	147	125	284	254
Total interest expense	227	211	442	433
Net interest income	2,129	2,258	4,324	4,647
<b>Noninterest Income</b>				
Asset management	362	340	726	648
Consumer services	323	314	613	610
Corporate services	343	326	644	603
Residential mortgage	182	167	343	401
Service charges on deposits	156	147	303	283
Net gains (losses) on sales of securities	(6)	61	4	75
Other-than-temporary impairments (a)	—	(10)	(2)	(11)
Less: Noncredit portion of other-than-temporary impairments (b)	1	(6)	1	3
Net other-than-temporary impairments	(1)	(4)	(3)	(14)
Other	322	455	633	766
Total noninterest income	1,681	1,806	3,263	3,372
Total revenue	3,810	4,064	7,587	8,019
<b>Provision For Credit Losses</b>	72	157	166	393
<b>Noninterest Expense</b>				
Personnel	1,172	1,186	2,252	2,355
Occupancy	199	206	417	417
Equipment	204	189	405	372
Marketing	68	67	120	112
Other (c)	685	757	1,398	1,517
Total noninterest expense	2,328	2,405	4,592	4,773
Income before income taxes and noncontrolling interests	1,410	1,502	2,829	2,853
Income taxes (c)	358	387	717	743
Net income (c)	1,052	1,115	2,112	2,110
Less: Net income (loss) attributable to noncontrolling interests (c)	3	4	1	(4)
Preferred stock dividends and discount accretion and redemptions	48	53	118	128
Net income attributable to common shareholders	\$1,001	\$1,058	\$1,993	\$1,986
<b>Earnings Per Common Share</b>				
Basic	\$ 1.88	\$ 2.00	\$ 3.73	\$ 3.75
Diluted	1.85	1.98	3.67	3.72
<b>Average Common Shares Outstanding</b>				
Basic	532	528	532	527
Diluted	539	531	539	530

(a) Other-than-temporary impairments was less than \$.5 million for the second quarter of 2014.

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

(c) Amounts for 2013 periods have been updated to reflect the first quarter 2014 adoption of Accounting Standards Update (ASU) 2014-01 related to investments in low income housing tax credits.

See accompanying Notes To Consolidated Financial Statements.



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**CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME**

THE PNC FINANCIAL SERVICES GROUP, INC.

Unaudited In millions	Three months ended June 30		Six months ended June 30	
	2014	2013	2014	2013
<b>Net income (a)</b>	<b>\$1,052</b>	<b>\$ 1,115</b>	<b>\$2,112</b>	<b>\$ 2,110</b>
<b>Other comprehensive income (loss), before tax and net of reclassifications into Net income:</b>				
Net unrealized gains (losses) on non-OTTI securities	212	(793)	401	(963)
Net unrealized gains (losses) on OTTI securities	41	(45)	107	96
Net unrealized gains (losses) on cash flow hedge derivatives	81	(281)	76	(388)
Pension and other postretirement benefit plan adjustments	9	7	91	53
Other	(4)	(7)	7	(13)
<b>Other comprehensive income (loss), before tax and net of reclassifications into Net income</b>	<b>339</b>	<b>(1,119)</b>	<b>682</b>	<b>(1,215)</b>
Income tax benefit (expense) related to items of other comprehensive income	(114)	397	(237)	426
<b>Other comprehensive income (loss), after tax and net of reclassifications into Net income</b>	<b>225</b>	<b>(722)</b>	<b>445</b>	<b>(789)</b>
<b>Comprehensive income</b>	<b>1,277</b>	<b>393</b>	<b>2,557</b>	<b>1,321</b>
Less: Comprehensive income (loss) attributable to noncontrolling interests (a)	3	4	1	(4)
<b>Comprehensive income attributable to PNC</b>	<b>\$1,274</b>	<b>\$ 389</b>	<b>\$2,556</b>	<b>\$ 1,325</b>

(a) Amounts for 2013 periods have been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.

See accompanying Notes To Consolidated Financial Statements.

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## CONSOLIDATED BALANCE SHEET

THE PNC FINANCIAL SERVICES GROUP, INC.

Unaudited In millions, except par value	June 30 2014	December 31 2013
<b>Assets</b>		
Cash and due from banks (includes \$5 and \$5 for VIEs) (a)	\$ 4,892	\$ 4,043
Federal funds sold and resale agreements (includes \$194 and \$207 measured at fair value) (b)	1,526	1,986
Trading securities	2,228	3,073
Interest-earning deposits with banks (includes \$7 and \$7 for VIEs) (a)	16,876	12,135
Loans held for sale (includes \$1,780 and \$1,901 measured at fair value) (b)	2,228	2,255
Investment securities	56,602	60,294
Loans (includes \$1,623 and \$1,736 for VIEs) (a)		
(includes \$884 and \$1,025 measured at fair value) (b)	200,984	195,613
Allowance for loan and lease losses (includes \$(50) and \$(58) for VIEs) (a)	(3,453)	(3,609)
Net loans	197,531	192,004
Goodwill	9,074	9,074
Other intangible assets	1,997	2,216
Equity investments (includes \$420 and \$582 for VIEs) (a) (c)	10,583	10,560
Other (includes \$506 and \$591 for VIEs) (a)		
(includes \$349 and \$338 measured at fair value) (b)	23,527	22,552
Total assets	\$327,064	\$ 320,192
<b>Liabilities</b>		
Deposits		
Noninterest-bearing	\$ 71,001	\$ 70,306
Interest-bearing	151,553	150,625
Total deposits	222,554	220,931
Borrowed funds		
Federal funds purchased and repurchase agreements	3,132	4,289
Federal Home Loan Bank borrowings	15,023	12,912
Bank notes and senior debt	14,102	12,603
Subordinated debt	9,099	8,244
Commercial paper	4,999	4,997
Other (includes \$383 and \$414 for VIEs) (a)		
(includes \$170 and \$184 measured at fair value) (b)	2,711	3,060
Total borrowed funds	49,066	46,105
Allowance for unfunded loan commitments and letters of credit	232	242
Accrued expenses (includes \$73 and \$83 for VIEs) (a) (c)	4,753	4,690
Other (includes \$157 and \$252 for VIEs) (a)	4,666	4,187
Total liabilities	281,271	276,155
<b>Equity</b>		
Preferred stock (d)		
Common stock (\$5 par value, authorized 800 shares, issued 540 shares)	2,703	2,698
Capital surplus – preferred stock	3,944	3,941
Capital surplus – common stock and other	12,506	12,416
Retained earnings (c)	24,755	23,251
Accumulated other comprehensive income	881	436
Common stock held in treasury at cost: 8 and 7 shares	(584)	(408)
Total shareholders' equity	44,205	42,334
Noncontrolling interests (c)	1,588	1,703
Total equity	45,793	44,037
Total liabilities and equity	\$327,064	\$ 320,192

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

(b) Amounts represent items for which we have elected the fair value option.

(c) Amounts for 2013 period have been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.

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

See accompanying Notes To Consolidated Financial Statements.

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# **CONSOLIDATED STATEMENT OF CASH FLOWS**

THE PNC FINANCIAL SERVICES GROUP, INC.

Unaudited In millions	Six months ended June 30	
	2014	2013
<b>Operating Activities</b>		
Net income (a)	\$ 2,112	\$ 2,110
Adjustments to reconcile net income to net cash provided (used) by operating activities		
Provision for credit losses	166	393
Depreciation and amortization	476	583
Deferred income taxes (a)	104	792
Net gains on sales of securities	(4)	(75)
Net other-than-temporary impairments	3	14
Changes in fair value of mortgage servicing rights	250	(254)
Gain on sale of Visa Class B common shares	(116)	(83)
Noncash charges on trust preferred securities redemptions		30
Undistributed earnings of BlackRock	(193)	(173)
Excess tax benefits from share-based payment arrangements	(36)	(18)
Net change in		
Trading securities and other short-term investments	839	463
Loans held for sale	(99)	(755)
Other assets	(262)	133
Accrued expenses and other liabilities (a)	381	(1,281)
Other (a)	(151)	(83)
Net cash provided (used) by operating activities	3,470	1,796
<b>Investing Activities</b>		
Sales		
Securities available for sale	3,359	3,814
Loans	1,295	888
Repayments/maturities		
Securities available for sale	3,434	5,232
Securities held to maturity	992	1,191
Purchases		
Securities available for sale	(3,608)	(6,785)
Securities held to maturity		(224)
Loans	(369)	(603)
Net change in		
Federal funds sold and resale agreements	459	(155)
Interest-earning deposits with banks	(4,741)	187
Loans	(6,837)	(4,494)
Other (b)	(266)	306
Net cash provided (used) by investing activities	(6,282)	(643)

(continued on following page)

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# **CONSOLIDATED STATEMENT OF CASH FLOWS**

THE PNC FINANCIAL SERVICES GROUP, INC.

(continued from previous page)

Unaudited In millions	Six months ended June 30	
	2014	2013
<b>Financing Activities</b>		
Net change in		
Noninterest-bearing deposits	\$ 723	\$(3,226)
Interest-bearing deposits	928	2,409
Federal funds purchased and repurchase agreements	(1,156)	978
Commercial paper	(268)	(2,170)
Other borrowed funds	(494)	(153)
Sales/issuances		
Federal Home Loan Bank borrowings	7,650	5,000
Bank notes and senior debt	3,636	2,442
Subordinated debt	745	744
Commercial paper	4,532	5,244
Other borrowed funds	380	402
Preferred stock		496
Common and treasury stock	179	131
Repayments/maturities		
Federal Home Loan Bank borrowings	(5,539)	(5,956)
Bank notes and senior debt	(2,200)	(1,425)
Subordinated debt	22	(705)
Commercial paper	(4,262)	(5,127)
Other borrowed funds	(354)	(314)
Preferred stock		(150)
Excess tax benefits from share-based payment arrangements	36	18
Redemption of noncontrolling interests		(375)
Acquisition of treasury stock	(291)	(23)
Preferred stock cash dividends paid	(115)	(118)
Common stock cash dividends paid	(491)	(444)
Net cash provided (used) by financing activities	3,661	(2,322)
<b>Net Increase (Decrease) In Cash And Due From Banks</b>		
Cash and due from banks at beginning of period	4,043	5,220
Cash and due from banks at end of period	\$ 4,892	\$ 4,051
<b>Supplemental Disclosures</b>		
Interest paid	\$ 418	\$ 440
Income taxes paid	551	214
Income taxes refunded	9	1
<b>Non-cash Investing and Financing Items</b>		
Transfer from (to) loans to (from) loans held for sale, net	390	13
Transfer from loans to foreclosed assets	315	378

(a) Amounts for 2013 period have been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.

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

See accompanying Notes To Consolidated Financial Statements.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

THE PNC FINANCIAL SERVICES GROUP, INC.

## BUSINESS

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

PNC has businesses engaged in retail banking, corporate and institutional banking, asset management, and residential mortgage banking, providing many of its products and services nationally, 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, Missouri, Georgia, 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 2014 presentation, which did not have a material impact on our consolidated financial condition or results of operations. We also 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. The financial statements include certain adjustments to correct immaterial errors related to previously reported periods. The financial statements reflect a second quarter 2014 correction to reclassify certain commercial facility fees from net interest income to noninterest income. The impact of this reclassification to prior periods was not significant, and as such, prior periods were not adjusted. Additionally, as disclosed in certain Notes to the Consolidated Financial Statements, we made adjustments to previously reported periods for immaterial errors. Prior period financial statements also reflect the retrospective application of Accounting Standards Update (ASU) 2014-01, Investments – Equity Method and Joint Ventures (Topic 323): *Accounting for Investments in Qualified Affordable Housing Projects*.

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 2013 Annual Report on Form 10-K. Reference is made to Note 1 Accounting Policies in the 2013 Form 10-K for a detailed description of significant accounting policies. Included herein are policies that are required to be disclosed on an interim basis as well as policies where there has been a significant change within the first six months of 2014. These interim consolidated financial statements serve to update the 2013 Form 10-K and may not include all information and notes necessary to constitute a complete set of financial statements.

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

### USE OF ESTIMATES

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

### INVESTMENT IN BLACKROCK, INC.

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

We also 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 12 Financial Derivatives.

### NONPERFORMING ASSETS

Nonperforming assets consists of nonperforming loans and leases, other real estate owned (OREO) and foreclosed assets.

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Nonperforming loans and leases include nonperforming troubled debt restructurings (TDRs).

### 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 well-secured and/or 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 loans.

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 the 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.

Loans where a borrower has been discharged from personal liability in bankruptcy and has not formally reaffirmed its loan obligation to PNC are classified as nonperforming TDRs. These loans are charged off to collateral value less costs to sell, and any associated allowance at the time of charge-off is reduced to zero. The charge-off activity results in a reduction in the allowance, an increase in provision for credit losses, if the related loan charge-off exceeds the associated allowance, as well as a difference in the pre-TDR recorded investment to the post-TDR recorded investment reflected in Table 66. Collateral values are updated at least semi-annually. Subsequent declines in collateral values are charged-off and incremental provision for credit loss is incurred. PNC does not return these TDRs to performing status.

A consumer loan is considered well-secured when the collateral in the form of liens on (or pledges of) real or personal property, including marketable securities, has a realizable value sufficient to discharge the debt in full, including accrued interest. 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);

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- 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.

### ACCOUNTING FOR NONPERFORMING ASSETS

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 4 Asset Quality and Note 6 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 Allowance for Loan and Lease Losses (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 4 Asset Quality and Note 6 Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional data and application of the policies disclosed herein.

### 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



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of this allowance. These evaluations are inherently subjective, as they require material estimates and may be susceptible to significant change, and include, 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 modeled results.

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.

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

Nonperforming loans that are considered impaired under ASC 310 – Receivables, which include all commercial and consumer TDRs, are evaluated for a specific reserve. Specific reserve allocations are determined as follows:

- For commercial nonperforming loans and commercial 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 commercial TDRs below the defined dollar threshold, the individual loan's loss given default (LGD) percentage is multiplied by the loan balance and the results are aggregated for purposes of measuring specific reserve impairment.
- Consumer nonperforming loans are collectively reserved for unless classified as consumer TDRs. For consumer 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.

### 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 probability of default (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 loan-to-value ratio (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 over our loss emergence period.

### 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 PURCHASED NON-IMPAIRED LOANS

ALLL for purchased non-impaired loans is determined based upon a comparison between the methodologies described above and 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 the recorded investment, ALLL is established.

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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 changes in unemployment rates, home prices and other economic factors, to determine estimated cash flows.

See Note 4 Asset Quality, Note 5 Purchased Loans, and Note 6 Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional loan data and application of the policies disclosed herein.

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.

### **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 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 4 Asset Quality and Note 6 Allowances for Loan and Lease Losses and Unfunded Loan Commitments and Letters of Credit for additional loan data and application of the policies disclosed herein.

### **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 13 Earnings Per Share for additional information.

### **RECENTLY ADOPTED ACCOUNTING STANDARDS**

In January 2014, the Financial Accounting Standards Board (FASB) issued ASU 2014-01, Investments – Equity Method and Joint Ventures (Topic 323): *Accounting for Investments in Qualified Affordable Housing Projects*. This ASU provides guidance on accounting for investments in flow-through limited liability entities that manage or invest in affordable housing projects that qualify for the low income housing tax credit. If certain criteria are satisfied, investment amortization, net of tax credits, may be recognized in the income statement as a component of income taxes attributable to continuing operations under either the proportional amortization method or the practical expedient method to the proportional amortization method. This ASU is effective for annual periods, beginning after December 15, 2014. Retrospective application is required and early adoption is permitted. We early adopted this guidance in the first quarter of 2014 for interim and annual reporting periods because we believe the presentation more accurately reflects the economics of tax credit investments. We elected to amortize our qualifying investments in low income housing tax credits under the practical expedient method to the proportional amortization method while continuing to account for our other tax credit investments under the equity method.

For prior periods, pursuant to ASU 2014-01, (i) amortization expense related to our qualifying investments in low income housing tax credits was reclassified from Other noninterest expense to Income taxes, and (ii) additional amortization, net of the associated tax benefits was recognized in Income taxes as a result of our adoption of the practical expedient to the proportional amortization method. The cumulative effect to retained earnings as of January 1, 2014 of adopting this guidance was a reduction of \$74 million, inclusive of a \$55 million reduction to retained earnings as of January 1, 2013.

During the first six months of 2014, we recognized \$90 million of amortization, \$100 million of tax credits, and \$33

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million of other tax benefits associated with these investments within Income taxes. The amounts for the second quarter of 2014 were \$46 million, \$50 million and \$17 million, respectively. At June 30, 2014, the amount of investments in low income housing tax credits that were accounted for under ASU 2014-01 was \$1.9 billion. These investments are reflected in Equity investments on our Consolidated Balance Sheet.

We did not adopt any new accounting standards during the second quarter of 2014.

### **NOTE 2 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 where PNC retains the servicing, 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 8 Fair Value and Note 9 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. In other limited cases, the U.S. Department of Housing and Urban Development (HUD) has granted us the right to repurchase current loans when we intend to modify the borrower's interest rate under established guidelines. When we have the unilateral ability to repurchase a 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, 2014 and December 31, 2013, these assets and liabilities both totaled \$167 million and \$128 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 17 Commitments and Guarantees for further discussion of our repurchase and recourse obligations.

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

**Table 52: Certain Financial Information and Cash Flows Associated with Loan Sale and Servicing Activities**

In millions	Residential Mortgages	Commercial Mortgages (a)	Home Equity Loans/Lines (b)
<b>FINANCIAL INFORMATION – June 30, 2014</b>			
Servicing portfolio (c)	\$110,933	\$ 176,967	\$ 4,130
Carrying value of servicing assets (d)	967	515	
Servicing advances (e)	502	356	5
Repurchase and recourse obligations (f)	101	35	25
Carrying value of mortgage-backed securities held (g)	3,717	1,206	
<b>FINANCIAL INFORMATION – December 31, 2013</b>			
Servicing portfolio (c)	\$113,994	\$ 176,510	\$ 4,321 (h)
Carrying value of servicing assets (d)	1,087	549	
Servicing advances (e)	571	412	11
Repurchase and recourse obligations (f)	131	33	22
Carrying value of mortgage-backed securities held (g)	4,144	1,475	
<b>CASH FLOWS – Three months ended June 30, 2014</b>			
Sales of loans (i)	\$ 2,189	\$ 496	
Repurchases of previously transferred loans (j)	159		\$ 3
Servicing fees (k)	87	26	5
Servicing advances recovered/(funded), net	39	23	3
Cash flows on mortgage-backed securities held (g)	254	47	
<b>CASH FLOWS – Three months ended June 30, 2013</b>			
Sales of loans (i)	\$ 4,190	\$ 489	
Repurchases of previously transferred loans (j)	278		\$ 2
Servicing fees (k)	89	43	5
Servicing advances recovered/(funded), net	30	8	(1)
Cash flows on mortgage-backed securities held (g)	389	70	
<b>CASH FLOWS – Six months ended June 30, 2014</b>			
Sales of loans (i)	\$ 4,284	\$ 935	
Repurchases of previously transferred loans (j)	368		\$ 9
Servicing fees (k)	174	67	10
Servicing advances recovered/(funded), net	69	55	6
Cash flows on mortgage-backed securities held (g)	486	191	
<b>CASH FLOWS – Six months ended June 30, 2013</b>			
Sales of loans (i)	\$ 7,994	\$ 1,415	
Repurchases of previously transferred loans (j)	650		\$ 4
Servicing fees (k)	179	89	11
Servicing advances recovered/(funded), net	24	3	(1)
Cash flows on mortgage-backed securities held (g)	756	193	

(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 17 Commitments and Guarantees for further information.

(c) For our continuing involvement with residential mortgages, this amount represents the outstanding balance of loans we service, including loans transferred by us and loans originated by others where we have purchased the associated servicing rights. For home equity loan/line of credit transfers, this amount represents the outstanding balance of loans transferred and serviced. For commercial mortgages, this amount represents our overall servicing portfolio in which loans have been transferred by us or third parties to VIEs.

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

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

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- (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 17 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) In prior periods, the unpaid principal balance reflected the outstanding balance at the time of charge-off. During the second quarter of 2014, we corrected the outstanding principal balance to reflect the unpaid principal balance as of the reporting date. Prior period amounts were decreased by approximately \$581 million.
- (i) 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 insignificant for the periods presented.
- (j) Includes government insured or guaranteed loans eligible for repurchase through the exercise of our ROAP option and loans repurchased due to breaches of origination covenants or representations and warranties made to purchasers.
- (k) Includes contractually specified servicing fees, late charges and ancillary fees.

The table below presents information about the principal balances of transferred loans not recorded on our balance sheet, including residential mortgages, that we service. Additionally, the table below includes principal balances of commercial mortgage securitization and sales transactions where we service those assets. Serviced delinquent loans are 90 days or more past due.

**Table 53: Principal Balance, Delinquent Loans (Loans 90 Days or More Past Due), and Net Charge-offs Related to Serviced Loans**

In millions	Residential Mortgages	Commercial Mortgages	Home Equity Loans/Lines (a)
<b>Serviced Loan Information – June 30, 2014</b>			
Total principal balance	\$ 82,590	\$ 63,130	\$ 4,130
Delinquent loans	3,034	1,434	1,401
<b>Serviced Loan Information – December 31, 2013</b>			
Total principal balance	\$ 85,758	\$ 62,872	\$ 4,321 (b)
Delinquent loans	3,562	2,353	1,404 (b)

In millions	Residential Mortgages	Commercial Mortgages	Home Equity Loans/Lines (a)
<b>Three months ended June 30, 2014</b>			
Net charge-offs (c)	\$ 34	\$ 345	\$ 15
<b>Three months ended June 30, 2013</b>			
Net charge-offs (c)	\$ 65	\$ 101	\$ 35
<b>Six months ended June 30, 2014</b>			
Net charge-offs (c)	\$ 75	\$ 700	\$ 32
<b>Six months ended June 30, 2013</b>			
Net charge-offs (c)	\$ 135	\$ 344	\$ 79

- (a) These activities were part of an acquired brokered home equity lending business in which PNC is no longer engaged. See Note 17 Commitments and Guarantees for further information.
- (b) In prior periods, the unpaid principal balance reflected the outstanding balance at the time of charge-off. During the second quarter of 2014, we corrected the outstanding principal balance to reflect the unpaid principal balance as of the reporting date. Prior period amounts were decreased by approximately \$581 million.
- (c) Net charge-offs for Residential mortgages and Home equity loans/lines represent credit losses less recoveries distributed and as reported to investors during the period. Net charge-offs for Commercial mortgages represent credit losses less recoveries distributed and as reported by the trustee for CMBS securitizations. Realized losses for Agency securitizations are not reflected as we do not manage the underlying real estate upon foreclosure and, as such, do not have access to loss information.

### VARIABLE INTEREST ENTITIES (VIES)

As discussed in our 2013 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, 2014 and December 31, 2013. We have not provided additional financial support to these entities which we are not contractually required to provide.

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**Table 54: Consolidated VIEs – Carrying Value (a) (b)**

June 30, 2014 In millions	Credit Card and Other Securitization Trusts	Tax Credit Investments	Total
<b>Assets</b>			
Cash and due from banks		\$ 5	\$ 5
Interest-earning deposits with banks		7	7
Loans	\$ 1,623		1,623
Allowance for loan and lease losses	(50)		(50)
Equity investments		420	420
Other assets	22	484	506
Total assets	\$ 1,595	\$ 916	\$2,511
<b>Liabilities</b>			
Other borrowed funds	\$ 170	\$ 213	\$ 383
Accrued expenses		73	73
Other liabilities		157	157
Total liabilities	\$ 170	\$ 443	\$ 613

December 31, 2013 In millions	Credit Card and Other Securitization Trusts	Tax Credit Investments	Total
<b>Assets</b>			
Cash and due from banks		\$ 5	\$ 5
Interest-earning deposits with banks		7	7
Loans	\$ 1,736		1,736
Allowance for loan and lease losses	(58)		(58)
Equity investments		582	582
Other assets	25	566	591
Total assets	\$ 1,703	\$ 1,160	\$2,863
<b>Liabilities</b>			
Other borrowed funds	\$ 184	\$ 230	\$ 414
Accrued expenses		83	83
Other liabilities		252	252
Total liabilities	\$ 184	\$ 565	\$ 749

(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.

**Table 55: Non-Consolidated VIEs**

In millions	Aggregate Assets	Aggregate Liabilities	PNC Risk of Loss (a)	Carrying Value of Assets	Carrying Value of Liabilities
<b>June 30, 2014</b>					
Commercial Mortgage-Backed Securitizations (b)	\$ 57,195	\$ 57,195	\$ 1,429	\$1,429 (d)	1 (f)
Residential Mortgage-Backed Securitizations (b)	71,651	71,651	3,738	3,738 (d)	\$ 4 (f)
Tax Credit Investments and Other (c)	6,968	2,576	2,068	2,102 (e)	709 (g)
Total	\$135,814	\$131,422	\$ 7,235	\$ 7,269	\$ 714

In millions	Aggregate Assets	Aggregate Liabilities	PNC Risk of Loss (a)	Carrying Value of Assets	Carrying Value of Liabilities
<b>December 31, 2013</b>					
Commercial Mortgage-Backed Securitizations (b)	\$ 65,757	\$ 65,757	\$1,747	\$1,747 (d)	
Residential Mortgage-Backed Securitizations (b)	37,962	37,962	4,171	4,171 (d)	\$ 5 (f)
Tax Credit Investments and Other (c) (h)	7,086	2,622	2,030	2,055 (e)	826 (g)
Total	\$110,805	\$106,341	\$7,948	\$ 7,973	\$ 831

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- (a) This represents loans, investments and other assets related to non-consolidated VIEs, net of collateral (if applicable). Our total exposure related to our involvement in loan sale and servicing activities is disclosed in Table 52. Additionally, we also invest in other mortgage and asset-backed securities issued by third-party VIEs with which we have no continuing involvement. Further information on these securities is included in Note 7 Investment Securities and values disclosed represent our maximum exposure to loss for those securities' holdings.
- (b) 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.
- (c) Aggregate assets and aggregate liabilities are based on limited availability of financial information associated with certain acquired partnerships and certain LLCs engaged in solar power generation to which PNC provides lease financing. The aggregate assets and aggregate liabilities of LLCs engaged in solar power generation may not be reflective of the size of these VIEs due to differences in classification of leases by these entities.
- (d) Included in Trading securities, Investment securities, Other intangible assets and Other assets on our Consolidated Balance Sheet.
- (e) Included in Loans, Equity investments and Other assets on our Consolidated Balance Sheet.
- (f) Included in Other liabilities on our Consolidated Balance Sheet.
- (g) Included in Deposits and Other liabilities on our Consolidated Balance Sheet.
- (h) PNC Risk of Loss and Carrying Value of Assets have been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.

### **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. 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. 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, 2014, 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 AND OTHER**

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 identifying, 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 benefits for these investments are the tax credits and passive losses which reduce our tax liability. 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. The consolidated assets and liabilities of these investments are provided in Table 54 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 55. 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, partnership results, or amortization for qualifying low income housing tax credit investments when applicable. For all legally binding unfunded equity commitments, we increase our recognized investment and recognize a liability. As of June 30,



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2014, we had a liability of \$484 million related to investments in low income housing tax credits which is reflected in Other liabilities on our Consolidated Balance Sheet.

Table 55 also includes our involvement in lease financing transactions with LLCs engaged in solar power generation that to a large extent provided returns in the form of tax credits. The outstanding financings and operating lease assets are reflected as Loans and Other assets, respectively, on our Consolidated Balance Sheet, whereas related liabilities are reported in Deposits and Other liabilities.

### 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.

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 55. 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 3 LOANS AND COMMITMENTS TO EXTEND CREDIT

A summary of the major categories of loans outstanding follows:

**Table 56: Loans Summary**

In millions	June 30 2014	December 31 2013
<b>Commercial lending</b>		
Commercial	\$ 93,536	\$ 88,378
Commercial real estate	22,919	21,191
Equipment lease financing	7,628	7,576
<b>Total commercial lending</b>	<b>124,083</b>	<b>117,145</b>
<b>Consumer lending</b>		
Home equity	35,466	36,447
Residential real estate	14,560	15,065
Credit card	4,435	4,425
Other consumer	22,440	22,531
<b>Total consumer lending</b>	<b>76,901</b>	<b>78,468</b>
<b>Total loans (a) (b)</b>	<b>\$200,984</b>	<b>\$ 195,613</b>

(a) Net of unearned income, net deferred loan fees, unamortized discounts and premiums, and purchase discounts and premiums totaling \$1.9 billion and \$2.1 billion at June 30, 2014 and December 31, 2013, respectively.

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

At June 30, 2014, we pledged \$24.5 billion of commercial loans to the Federal Reserve Bank (FRB) and \$43.6 billion of residential real estate and other loans to the Federal Home Loan Bank (FHLB) as collateral for the contingent ability to borrow, if necessary. The comparable amounts at December 31, 2013 were \$23.4 billion and \$40.4 billion, respectively.

**Table 57: Net Unfunded Loan Commitments**

In millions	June 30 2014	December 31 2013
<b>Total commercial lending</b>	<b>\$ 91,209</b>	<b>\$ 90,104</b>
Home equity lines of credit	18,323	18,754
Credit card	17,343	16,746
Other	4,571	4,266
<b>Total (a)</b>	<b>\$131,446</b>	<b>\$ 129,870</b>

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

Commitments to extend credit represent arrangements to lend funds or provide liquidity subject to specified contractual conditions. These 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, some commitments expire unfunded, and therefore cash requirements are substantially less than the total commitment.

## NOTE 4 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, purchased impaired loans, nonperforming loans and fair value option nonaccrual loans, but include government insured or guaranteed loans and accruing 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, when nonaccrual criteria is met, interest income is not recognized on these loans. 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 loans as we are currently accreting interest income over the expected life of the loans. See Note 5 Purchased Loans for further information.

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

The following tables display the delinquency status of our loans and our nonperforming assets at June 30, 2014 and December 31, 2013, respectively.

**Table 58: Analysis of Loan Portfolio (a)**

Dollars 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, 2014										
Commercial	\$ 92,901	\$ 71	\$ 26	\$ 35	\$ 132	\$ 394			\$ 109	\$ 93,536
Commercial real estate	22,049	17	48		65	435			370	22,919
Equipment lease financing	7,619	4	1		5	4				7,628
Home equity	32,131	65	27		92	1,093			2,150	35,466
Residential real estate (d)	9,435	161	69	895	1,125	816	\$ 256		2,928	14,560
Credit card	4,359	26	18	29	73	3				4,435
Other consumer (e)	21,778	204	109	293	606	56				22,440
Total	\$ 190,272	\$ 548	\$ 298	\$ 1,252	\$ 2,098	\$ 2,801	\$ 256		\$ 5,557	\$200,984
Percentage of total loans	94.67%	.27%	.15%	.62%	1.04%	1.39%	.13%		2.77%	100.00%
December 31, 2013										
Commercial	\$ 87,621	\$ 81	\$ 20	\$ 42	\$ 143	\$ 457			\$ 157	\$ 88,378
Commercial real estate	20,090	54	11	2	67	518			516	21,191
Equipment lease financing	7,538	31	2		33	5				7,576
Home equity	32,877	86	34		120	1,139			2,311	36,447
Residential real estate (d)	9,311	217	87	1,060	1,364	904	\$ 365		3,121	15,065
Credit card	4,339	29	19	34	82	4				4,425
Other consumer (e)	21,788	216	112	353	681	61			1	22,531
Total	\$ 183,564	\$ 714	\$ 285	\$ 1,491	\$ 2,490	\$ 3,088	\$ 365		\$ 6,106	\$195,613
Percentage of total loans	93.83%	.37%	.15%	.76%	1.28%	1.58%	.19%		3.12%	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 for 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) Past due loan amounts at June 30, 2014 include government insured or guaranteed Residential real estate mortgages totaling \$74 million for 30 to 59 days past due, \$48 million for 60 to 89 days past due and \$872 million for 90 days or more past due. Past due loan amounts at December 31, 2013 include government insured or guaranteed Residential real estate mortgages totaling \$105 million for 30 to 59 days past due, \$57 million for 60 to 89 days past due and \$1,025 million for 90 days or more past due.

(e) Past due loan amounts at June 30, 2014 include government insured or guaranteed Other consumer loans totaling \$154 million for 30 to 59 days past due, \$94 million for 60 to 89 days past due and \$281 million for 90 days or more past due. Past due loan amounts at December 31, 2013 include government insured or guaranteed Other consumer loans totaling \$154 million for 30 to 59 days past due, \$94 million for 60 to 89 days past due and \$339 million for 90 days or more past due.

**Table 59: Nonperforming Assets**

Dollars in millions	June 30 2014	December 31 2013
<b>Nonperforming loans</b>		
Commercial lending		
Commercial	\$ 394	\$ 457
Commercial real estate	435	518
Equipment lease financing	4	5
Total commercial lending	833	980
Consumer lending (a)		
Home equity	1,093	1,139
Residential real estate	816	904
Credit card	3	4
Other consumer	56	61
Total consumer lending	1,968	2,108
<b>Total nonperforming loans (b)</b>	<b>2,801</b>	<b>3,088</b>
<b>OREO and foreclosed assets</b>		
Other real estate owned (OREO) (c)	352	360
Foreclosed and other assets	15	9
Total OREO and foreclosed assets	367	369
<b>Total nonperforming assets</b>	<b>\$3,168</b>	<b>\$ 3,457</b>
<b>Nonperforming loans to total loans</b>	<b>1.39%</b>	<b>1.58%</b>
<b>Nonperforming assets to total loans, OREO and foreclosed assets</b>	<b>1.57</b>	<b>1.76</b>
<b>Nonperforming assets to total assets</b>	<b>.97</b>	<b>1.08</b>

- (a) Excludes most consumer loans and lines of credit, not secured by residential real estate, which are charged off after 120 to 180 days past due and are not placed on nonperforming status.
- (b) 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.
- (c) OREO excludes \$228 million and \$245 million at June 30, 2014 and December 31, 2013, respectively, related to commercial and 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) or guaranteed by the Department of Housing and Urban Development (HUD).

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 4 for additional information. For the six months ended June 30, 2014, \$6 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, 2013 was \$1.7 billion.

Total nonperforming loans in the nonperforming assets table above include TDRs of \$1.4 billion at June 30, 2014 and \$1.5 billion at December 31, 2013. TDRs that are performing, including credit card loans, totaled \$1.3 billion and \$1.2

billion at June 30, 2014 and December 31, 2013, 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 obligations to PNC are not returned to accrual status. At June 30, 2014 and December 31, 2013, 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, no less frequently than on an annual basis, we review PD rates related to each rating grade based upon internal historical data. These rates are updated as needed and augmented by market data as deemed necessary. 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.

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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 also performed to assess market/geographic risk and business unit/industry risk. Often as a result of these overviews, more in-depth reviews and increased scrutiny are 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 quarterly, 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 LOAN 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 5 Purchased Loans for additional information.

**Table 60: Commercial Lending Asset Quality Indicators (a)(b)**

In millions		Criticized Commercial Loans			Total Loans
		Pass Rated	Special Mention (c)	Substandard (d)	
June 30, 2014					
Commercial	\$ 89,158	\$ 1,794	\$ 2,394	\$ 81	\$ 93,427
Commercial real estate	21,393	212	893	51	22,549
Equipment lease financing	7,470	70	85	3	7,628
Purchased impaired loans		28	380	71	479
Total commercial lending	\$118,021	\$ 2,104	\$ 3,752	\$ 206	\$124,083
December 31, 2013					
Commercial	\$ 83,903	\$ 1,894	\$ 2,352	\$ 72	\$ 88,221
Commercial real estate	19,175	301	1,113	86	20,675
Equipment lease financing	7,403	77	93	3	7,576
Purchased impaired loans	10	31	469	163	673
Total commercial lending	\$110,491	\$ 2,303	\$ 4,027	\$ 324	\$117,145

(a) Based upon PDs and LGDs. We apply a split rating classification to certain loans meeting threshold criteria. By assigning a split classification, a loan's exposure amount may be split into more than one classification category in the above table.

(b) Loans are included above based on the Regulatory Classification definitions of "Pass", "Special Mention", "Substandard" and "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.

## 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 4 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 4 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 at least quarterly. 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 and reporting purposes (*e.g.*, line management, loss mitigation strategies). In addition to the fact that estimated property values by their nature are estimates, given certain data limitations it is important to note that updated LTVs may be based upon management's assumptions (*e.g.*, if an updated LTV is not provided by the third-party service provider, home price index (HPI) changes will be incorporated in arriving at management's estimate of updated LTV).

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

A combination of updated FICO scores, originated and updated LTV ratios and geographic location assigned to home equity loans and lines of credit and residential real estate loans 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.

### CONSUMER PURCHASED IMPAIRED LOAN CLASS

Estimates of the expected cash flows primarily determine the valuation 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 5 Purchased Loans for additional information.

**Table 61: Home Equity and Residential Real Estate Balances**

In millions	June 30 2014	December 31 2013
Home equity and residential real estate loans – excluding purchased impaired loans (a)	\$43,566	\$ 44,376
Home equity and residential real estate loans – purchased impaired loans (b)	5,120	5,548
Government insured or guaranteed residential real estate mortgages (a)	1,382	1,704
Purchase accounting adjustments – purchased impaired loans	(42)	(116)
<b>Total home equity and residential real estate loans (a)</b>	<b>\$50,026</b>	<b>\$ 51,512</b>

(a) Represents recorded investment.

(b) Represents outstanding balance.

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**Table 62: Home Equity and Residential Real Estate Asset Quality Indicators – Excluding Purchased Impaired Loans (a) (b)**

	Home Equity		Residential Real Estate	
	1st Liens	2nd Liens		Total
June 30, 2014 – in millions				
Current estimated LTV ratios (c)				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 400	\$ 1,677	\$ 457	\$ 2,534
Less than or equal to 660 (d) (e)	69	327	121	517
Missing FICO	2	11	10	23
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	954	2,520	895	4,369
Less than or equal to 660 (d) (e)	126	427	181	734
Missing FICO	2	7	13	22
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	959	1,825	815	3,599
Less than or equal to 660	121	282	129	532
Missing FICO	2	4	12	18
Less than 90% and updated FICO scores:				
Greater than 660	13,611	7,701	6,909	28,221
Less than or equal to 660	1,298	949	591	2,838
Missing FICO	26	16	117	159
Total home equity and residential real estate loans	\$17,570	\$15,746	\$ 10,250	\$43,566

	Home Equity		Residential Real Estate	Total
	1st Liens	2nd Liens		
December 31, 2013 – in millions				
Current estimated LTV ratios (c)				
Greater than or equal to 125% and updated FICO scores:				
Greater than 660	\$ 438	\$ 1,914	\$ 563	\$ 2,915
Less than or equal to 660 (d) (e)	74	399	185	658
Missing FICO	1	11	20	32
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	987	2,794	1,005	4,786
Less than or equal to 660 (d) (e)	150	501	210	861
Missing FICO	2	5	32	39
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	1,047	1,916	844	3,807
Less than or equal to 660	134	298	131	563
Missing FICO	2	3	22	27
Less than 90% and updated FICO scores:				
Greater than 660	13,445	7,615	6,309	27,369
Less than or equal to 660	1,349	1,009	662	3,020
Missing FICO	25	17	256	298
Missing LTV and updated FICO scores:				
Greater than 660			1	1
Total home equity and residential real estate loans	\$17,654	\$16,482	\$ 10,240	\$44,376

(a) Excludes purchased impaired loans of approximately \$5.1 billion and \$5.4 billion in recorded investment, certain government insured or guaranteed residential real estate mortgages of approximately \$1.4 billion and \$1.7 billion, and loans held for sale at June 30, 2014 and December 31, 2013, respectively. See the Home Equity and Residential Real Estate Asset Quality Indicators – Purchased Impaired Loans table below for additional information on purchased impaired loans.

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- (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 is 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.
- (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 had the highest percentage of higher risk loans at June 30, 2014: New Jersey 14%, Pennsylvania 12%, Illinois 11%, Ohio 11%, Florida 8%, Maryland 5%, Michigan 5%, California 4% and North Carolina 4%. The remainder of the states had lower than 4% of the higher risk loans individually, and collectively they represent approximately 26% of the higher risk loans. The following states had the highest percentage of higher risk loans at December 31, 2013: New Jersey 13%, Illinois 12%, Pennsylvania 12%, Ohio 11%, Florida 9%, Maryland 5%, Michigan 5%, and California 4%. The remainder of the states had lower than 4% of the high risk loans individually, and collectively they represent approximately 29% of the higher risk loans.

**Table 63: Home Equity and Residential Real Estate Asset Quality Indicators – Purchased Impaired Loans (a)**

June 30, 2014 – 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	\$ 11	\$ 350	\$ 361	\$ 722
Less than or equal to 660	10	169	230	409
Missing FICO		10	9	19
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	16	510	333	859
Less than or equal to 660	16	223	245	484
Missing FICO		13	8	21
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	15	205	211	431
Less than or equal to 660	10	94	146	250
Missing FICO		7	6	13
Less than 90% and updated FICO scores:				
Greater than 660	98	277	625	1,000
Less than or equal to 660	116	177	551	844
Missing FICO	1	11	21	33
Missing LTV and updated FICO scores:				
Greater than 660	1		14	15
Less than or equal to 660	3		14	17
Missing FICO			3	3
Total home equity and residential real estate loans	\$ 297	\$ 2,046	\$ 2,777	\$5,120



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December 31, 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	\$ 13	\$ 435	\$ 361	\$ 809
Less than or equal to 660	15	215	296	526
Missing FICO		12	24	36
Greater than or equal to 100% to less than 125% and updated FICO scores:				
Greater than 660	21	516	373	910
Less than or equal to 660	15	239	281	535
Missing FICO		14	14	28
Greater than or equal to 90% to less than 100% and updated FICO scores:				
Greater than 660	15	202	197	414
Less than or equal to 660	12	101	163	276
Missing FICO		7	6	13
Less than 90% and updated FICO scores:				
Greater than 660	93	261	646	1,000
Less than or equal to 660	126	198	590	914
Missing FICO	1	11	47	59
Missing LTV and updated FICO scores:				
Greater than 660	1		11	12
Less than or equal to 660			13	13
Missing FICO			3	3
Total home equity and residential real estate loans	\$ 312	\$ 2,211	\$ 3,025	\$5,548

(a) Amounts shown represent outstanding balance. See Note 5 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 had the highest percentage of purchased impaired loans at June 30, 2014: California 17%, Florida 15%, Illinois 11%, Ohio 8%, North Carolina 7%, and Michigan 5%. The remainder of the states had lower than a 4% concentration of purchased impaired loans individually, and collectively they represent approximately 37% of the purchased impaired portfolio. The following states had the highest percentage of purchased impaired loans at December 31, 2013: California 17%, Florida 16%, Illinois 11%, Ohio 8%, North Carolina 8% and Michigan 5%. The remainder of the states had lower than a 4% concentration of purchased impaired loans individually, and collectively they represent approximately 35% of the purchased impaired portfolio.

(d) Based upon updated LTV (inclusive of combined loan-to-value (CLTV) for first and subordinate lien positions). Updated LTV is 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.

### 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 monthly, 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 64: 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				
<b>June 30, 2014</b>				
FICO score greater than 719	\$2,587	58%	\$ 9,049	64%
650 to 719	1,233	28	3,446	25
620 to 649	192	4	509	4
Less than 620	222	5	604	4
No FICO score available or required (c)	201	5	422	3
Total loans using FICO credit metric	4,435	100%	14,030	100%
Consumer loans using other internal credit metrics (b)			8,410	
Total loan balance	\$4,435		\$22,440	
Weighted-average updated FICO score (d)		732		744
<b>December 31, 2013 (e)</b>				
FICO score greater than 719	\$2,546	58%	\$ 8,596	63%
650 to 719	1,253	28	3,511	26
620 to 649	203	4	527	4
Less than 620	258	6	628	4
No FICO score available or required (c)	165	4	474	3
Total loans using FICO credit metric	4,425	100%	13,736	100%
Consumer loans using other internal credit metrics (b)			8,795	
Total loan balance	\$4,425		\$22,531	
Weighted-average updated FICO score (d)		730		741

- (a) At June 30, 2014, we had \$31 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, 2014 balance related to higher risk credit card loans is geographically distributed throughout the following areas: Pennsylvania 18%, Ohio 17%, Michigan 10%, New Jersey 8%, Illinois 7%, Florida 6%, Indiana 6% and Kentucky 4%. All other states had less than 4% individually and make up the remainder of the balance. At December 31, 2013, we had \$35 million of credit card loans that are higher risk. The majority of the December 31, 2013 balance related to higher risk credit card loans is geographically distributed throughout the following areas: Ohio 18%, Pennsylvania 17%, Michigan 11%, Illinois 7%, New Jersey 7%, Indiana 6%, Florida 6% and Kentucky 4%. All other states had less than 4% 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.
- (e) In the second quarter of 2014, we corrected our credit card FICO score determination process by further refining the data which impacted FICO scores greater than 719, 650 to 719, 620 to 649, less than 620 and no FICO score available. This resulted in a reclass in the prior period of \$242 million from "No FICO score available or required" to the other line items. The majority of the reclass went to the "FICO score greater than 719" category.

#### 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 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. Additionally, TDRs also result from borrowers that have been discharged from personal liability through Chapter 7 bankruptcy and have not formally reaffirmed their loan obligations to PNC. 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 \$.4 billion and \$.5 billion at June 30, 2014 and December 31, 2013, respectively, for the total TDR portfolio.

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**Table 65: Summary of Troubled Debt Restructurings**

In millions	June 30 2014	December 31 2013
Total consumer lending	\$2,121	\$ 2,161
Total commercial lending	546	578
<b>Total TDRs</b>	<b>\$2,667</b>	<b>\$ 2,739</b>
Nonperforming	\$1,369	\$ 1,511
Accruing (a)	1,153	1,062
Credit card	145	166
<b>Total TDRs</b>	<b>\$2,667</b>	<b>\$ 2,739</b>

(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 obligations to PNC are not returned to accrual status.

Table 66 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 first six months of 2014 and 2013. 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 obligations 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 obligations 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 66: Financial Impact and TDRs by Concession Type (a)**

During the three months ended June 30, 2014 Dollars in millions	Number of Loans	Pre-TDR Recorded Investment (b)	Post-TDR Recorded Investment (c)			
			Principal Forgiveness	Rate Reduction	Other	Total
<b>Commercial lending</b>						
Commercial	29	\$ 48	\$ 3	\$ 4	\$ 40	\$ 47
Commercial real estate	23	40		4	32	36
<b>Total commercial lending (d)</b>	<b>52</b>	<b>88</b>	<b>3</b>	<b>8</b>	<b>72</b>	<b>83</b>
<b>Consumer lending</b>						
Home equity	561	40		9	29	38
Residential real estate	161	22		7	15	22
Credit card	1,717	14		14		14
Other consumer	222	4			3	3
<b>Total consumer lending</b>	<b>2,661</b>	<b>80</b>		<b>30</b>	<b>47</b>	<b>77</b>
<b>Total TDRs</b>	<b>2,713</b>	<b>\$ 168</b>	<b>\$ 3</b>	<b>\$ 38</b>	<b>\$119</b>	<b>\$160</b>
During the three months ended June 30, 2013 Dollars in millions						
<b>Commercial lending</b>						
Commercial	47	\$ 61	\$ 4	\$ 13	\$ 29	\$ 46
Commercial real estate	34	57	6	2	27	35
Equipment lease financing	1	3				
<b>Total commercial lending</b>	<b>82</b>	<b>121</b>	<b>10</b>	<b>15</b>	<b>56</b>	<b>81</b>
<b>Consumer lending</b>						
Home equity	1,165	87		43	33	76
Residential real estate	267	33		7	25	32
Credit card	2,288	18		17		17
Other consumer	438	7		1	6	7
<b>Total consumer lending</b>	<b>4,158</b>	<b>145</b>		<b>68</b>	<b>64</b>	<b>132</b>
<b>Total TDRs</b>	<b>4,240</b>	<b>\$ 266</b>	<b>\$ 10</b>	<b>\$ 83</b>	<b>\$120</b>	<b>\$213</b>

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- (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 immediately preceding TDR designation, and excludes immaterial amounts of accrued interest receivable.  
(c) Represents the recorded investment of the TDRs as of the quarter and immediately following the TDR designation, and excludes immaterial amounts of accrued interest receivable.  
(d) During the three months ended June 30, 2014, there were no loans classified as TDRs in the Equipment lease financing loan class.

**Table 66: Financial Impact and TDRs by Concession Type (Continued) (a)**

During the six months ended June 30, 2014 Dollars in millions	Number of Loans	Pre-TDR Recorded Investment (b)	Post-TDR Recorded Investment (c)			
			Principal Forgiveness	Rate Reduction	Other	Total
<b>Commercial lending</b>						
Commercial	63	\$ 89	\$ 3	\$ 4	\$ 78	\$ 85
Commercial real estate	46	81	19	4	43	66
<b>Total commercial lending (d)</b>	<b>109</b>	<b>170</b>	<b>22</b>	<b>8</b>	<b>121</b>	<b>151</b>
<b>Consumer lending</b>						
Home equity	1,392	92		29	56	85
Residential real estate	280	40		13	27	40
Credit card	3,568	29		28		28
Other consumer	487	8			6	6
<b>Total consumer lending</b>	<b>5,727</b>	<b>169</b>		<b>70</b>	<b>89</b>	<b>159</b>
<b>Total TDRs</b>	<b>5,836</b>	<b>\$ 339</b>	<b>\$ 22</b>	<b>\$ 78</b>	<b>\$210</b>	<b>\$310</b>
During the six months ended June 30, 2013 Dollars in millions						
<b>Commercial lending</b>						
Commercial	79	\$ 103	\$ 4	\$ 15	\$ 53	\$ 72
Commercial real estate	70	192	12	42	101	155
Equipment lease financing	1	3				
<b>Total commercial lending</b>	<b>150</b>	<b>298</b>	<b>16</b>	<b>57</b>	<b>154</b>	<b>227</b>
<b>Consumer lending</b>						
Home equity	2,123	160		82	61	143
Residential real estate	587	79		19	58	77
Credit card	4,663	35		33		33
Other consumer	918	15		1	13	14
<b>Total consumer lending</b>	<b>8,291</b>	<b>289</b>		<b>135</b>	<b>132</b>	<b>267</b>
<b>Total TDRs</b>	<b>8,441</b>	<b>\$ 587</b>	<b>\$ 16</b>	<b>\$ 192</b>	<b>\$286</b>	<b>\$494</b>

- (a) Impact of partial charge-offs at TDR date are included in this table.  
(b) Represents the recorded investment of the loans as of the quarter end immediately preceding TDR designation, and excludes immaterial amounts of accrued interest receivable.  
(c) Represents the recorded investment of the TDRs as of the quarter and immediately following the TDR designation, and excludes immaterial amounts of accrued interest receivable.  
(d) During the six months ended June 30, 2014, there were no loans classified as TDRs in the Equipment lease financing loan class.

TDRs may result in charge-offs and interest income not being recognized. The amount of principal balance charged off at or around the time of modification for the six months ended June 30, 2014 was not material. A financial effect of rate reduction TDRs is that interest income is not recognized for the difference between the original contractual interest rate terms and the restructured terms. Interest income not recognized that otherwise would have been earned in the six months ended June 30, 2014 and 2013, related to all 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 67, 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, 2014, January 1, 2014, April 1, 2013 and January 1, 2013, respectively, and subsequently defaulted during these reporting periods.

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**Table 67: TDRs that were Modified in the Past Twelve Months which have Subsequently Defaulted**

During the three months ended June 30, 2014 Dollars in millions	Number of Contracts	Recorded Investment
<b>Commercial lending</b>		
Commercial	23	\$ 16
Commercial real estate	14	21
<b>Total commercial lending (a)</b>	<b>37</b>	<b>37</b>
<b>Consumer lending</b>		
Home equity	100	6
Residential real estate	51	11
Credit card	1,446	12
Other consumer	34	
<b>Total consumer lending</b>	<b>1,631</b>	<b>29</b>
<b>Total TDRs</b>	<b>1,668</b>	<b>\$ 66</b>

During the three months ended June 30, 2013 Dollars in millions	Number of Contracts	Recorded Investment
<b>Commercial lending</b>		
Commercial	11	\$ 8
Commercial real estate	12	21
<b>Total commercial lending (a)</b>	<b>23</b>	<b>29</b>
<b>Consumer lending (b)</b>		
Home equity	155	11
Residential real estate	67	9
Credit card	1,225	9
Other consumer	42	1
<b>Total consumer lending</b>	<b>1,489</b>	<b>30</b>
<b>Total TDRs</b>	<b>1,512</b>	<b>\$ 59</b>

- (a) During the three months ended June 30, 2014 and 2013, there were no loans classified as TDRs in the Equipment lease financing loan class that have subsequently defaulted.
- (b) In the second quarter of 2014, we corrected our Consumer lending subsequent default (excluding credit card) determination process by further refining the data. For the three months ended June 30, 2013, this correction removed 444 contracts for approximately \$41 million from Total consumer lending (excluding credit card).

**Table 67: TDRs that were Modified in the Past Twelve Months which have Subsequently Defaulted (Continued)**

During the six months ended June 30, 2014 Dollars in millions	Number of Contracts	Recorded Investment
<b>Commercial lending</b>		
Commercial	33	\$ 22
Commercial real estate	21	31
<b>Total commercial lending (a)</b>	<b>54</b>	<b>53</b>
<b>Consumer lending (b)</b>		
Home equity	216	13
Residential real estate	76	14
Credit card	1,894	15
Other consumer	79	1
<b>Total consumer lending</b>	<b>2,265</b>	<b>43</b>
<b>Total TDRs</b>	<b>2,319</b>	<b>\$ 96</b>

During the six months ended June 30, 2013 Dollars in millions	Number of Contracts	Recorded Investment
<b>Commercial lending</b>		
Commercial	26	\$ 18
Commercial real estate	18	31
<b>Total commercial lending (a)</b>	<b>44</b>	<b>49</b>
<b>Consumer lending (b)</b>		
Home equity	300	21
Residential real estate	131	16
Credit card	2,373	18
Other consumer	92	2
<b>Total consumer lending</b>	<b>2,896</b>	<b>57</b>
<b>Total TDRs</b>	<b>2,940</b>	<b>\$ 106</b>

- (a) During the six months ended June 30, 2014 and 2013, there were no loans classified as TDRs in the Equipment lease financing loan class that have subsequently defaulted.
- (b) In the second quarter of 2014, we corrected our Consumer lending subsequent default (excluding credit card) determination process by further refining the data. For the six months ended June 30, 2013, this correction removed 483 contracts for approximately \$49 million from Total consumer lending (excluding credit card).

The impact to the ALLL for commercial lending TDRs is the effect of moving to the specific reserve methodology from the quantitative reserve methodology, described below, for those loans that were not already classified as nonaccrual. There is an impact to the ALLL as a result of the concession made, which generally results in a reduction of expected 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, generally subsequent defaults do not significantly impact 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.

### IMPAIRED LOANS

Impaired loans include commercial nonperforming loans and consumer and commercial TDRs, regardless of nonperforming status. TDRs that were previously recorded at amortized cost

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and are now classified and accounted for as held for sale are also included. Excluded from impaired loans are nonperforming leases, loans accounted for as held for sale other than the TDRs described in the preceding sentence, loans accounted for under the fair value option, smaller balance homogeneous type loans and purchased impaired loans. See Note 5 Purchased Loans for additional information. Nonperforming equipment lease financing loans of \$4 million and \$5 million at June 30, 2014 and December 31, 2013, 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, 2014 and June 30, 2013. The following table provides further detail on impaired loans individually evaluated for impairment and the associated ALLL. Certain commercial impaired loans and loans to consumers discharged from bankruptcy and not formally reaffirmed do not have a related ALLL as the valuation of these impaired loans exceeded the recorded investment.

**Table 68: Impaired Loans**

In millions	Unpaid Principal Balance	Recorded Investment (a)	Associated Allowance (b)	Average Recorded Investment (a)
<b>June 30, 2014</b>				
<u>Impaired loans with an associated allowance</u>				
Commercial	\$ 490	\$ 383	\$ 78	\$ 393
Commercial real estate	439	284	69	305
Home equity	990	974	309	986
Residential real estate	601	435	65	430
Credit card	145	145	31	156
Other consumer	66	49	2	53
Total impaired loans with an associated allowance	\$2,731	\$ 2,270	\$ 554	\$ 2,323
<u>Impaired loans without an associated allowance</u>				
Commercial	\$ 180	\$ 140	\$	\$ 149
Commercial real estate	354	265		305
Home equity	388	135		129
Residential real estate	378	383		386
Total impaired loans without an associated allowance	\$1,300	\$ 923	\$	\$ 969
Total impaired loans	\$4,031	\$ 3,193	\$ 554	\$ 3,292
<b>December 31, 2013</b>				
<u>Impaired loans with an associated allowance</u>				
Commercial	\$ 549	\$ 400	\$ 90	\$ 442
Commercial real estate	517	349	89	478
Home equity	999	992	334	900
Residential real estate	573	436	74	645
Credit card	166	166	36	189
Other consumer	71	57	2	68
Total impaired loans with an associated allowance	\$2,875	\$ 2,400	\$ 625	\$ 2,722
<u>Impaired loans without an associated allowance</u>				
Commercial	\$ 309	\$ 163	\$	\$ 161
Commercial real estate	421	315		354
Home equity	366	124		166
Residential real estate	415	386		267
Total impaired loans without an associated allowance	\$1,511	\$ 988	\$	\$ 948
Total impaired loans	\$4,386	\$ 3,388	\$ 625	\$ 3,670

(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, 2014 and the year ended December 31, 2013, respectively.

(b) Associated allowance amounts include \$4 billion and \$5 billion for TDRs at June 30, 2014 and December 31, 2013, respectively.

## NOTE 5 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 accretible yield and is recognized as interest income over the remaining life of the loan using the constant effective yield method. The difference between contractually required payments at acquisition and the cash flows expected to be collected at acquisition is referred to as the nonaccretible difference.

Subsequent changes in the expected cash flows of individual or pooled purchased impaired loans from the date of acquisition will either impact the accretible yield or result in an impairment charge to provision for credit losses in the period in which the changes become probable. Decreases to the net present value of expected cash flows will generally result in an impairment charge recorded as a provision for credit losses, resulting in an increase to the allowance for loan and lease losses, and a reclassification from accretible yield to nonaccretible difference.

The following table provides purchased impaired loans at June 30, 2014 and December 31, 2013:

**Table 69: Purchased Impaired Loans – Balances**

In millions	June 30, 2014			December 31, 2013		
	Outstanding Balance (a)	Recorded Investment	Carrying Value	Outstanding Balance (a)	Recorded Investment	Carrying Value
<b>Commercial lending</b>						
Commercial	\$ 218	\$ 109	\$ 87	\$ 282	\$ 157	\$ 131
Commercial real estate	458	370	284	655	516	409
<b>Total commercial lending</b>	<b>676</b>	<b>479</b>	<b>371</b>	<b>937</b>	<b>673</b>	<b>540</b>
<b>Consumer lending</b>						
Consumer	2,343	2,150	1,872	2,523	2,312	1,971
Residential real estate	2,777	2,928	2,428	3,025	3,121	2,591
<b>Total consumer lending</b>	<b>5,120</b>	<b>5,078</b>	<b>4,300</b>	<b>5,548</b>	<b>5,433</b>	<b>4,562</b>
<b>Total</b>	<b>\$ 5,796</b>	<b>\$ 5,557</b>	<b>\$4,671</b>	<b>\$ 6,485</b>	<b>\$ 6,106</b>	<b>\$5,102</b>

(a) Outstanding balance represents the balance on the loan servicing system for active loans. It is possible for the outstanding balance to be lower than the recorded investment for certain loans due to the use of pool accounting.

During the first six months of 2014, \$95 million of provision recovery and \$24 million of charge-offs were recorded on purchased impaired loans. The comparative amounts for the six months ended June 30, 2013, were \$90 million of provision and \$70 million of charge-offs. At June 30, 2014, the allowance for loan and lease losses was \$9 billion on \$4.9 billion of purchased impaired loans while the remaining \$7 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, 2013, the allowance for loan and lease losses related to purchased impaired loans was \$1.0 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-accretible difference to accretible yield, which will be recognized prospectively. Disposals of loans, which may include sales of loans or foreclosures, result in removal of the loans 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.



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Activity for the accretable yield during the first six months of 2014 and 2013 follows:

**Table 70: Purchased Impaired Loans – Accretable Yield**

In millions	2014	2013
January 1	\$2,055	\$2,166
Accretion (including excess cash recoveries)	(309)	(368)
Net reclassifications to accretable from non-accretable		
(a)	208	379
Disposals	(18)	(13)
June 30	\$1,936	\$2,164

(a) Approximately 78% and 58% of the net reclassifications for the six months ended June 30, 2014 and 2013, respectively, were within the consumer portfolio primarily due to increases in the expected average life of residential and home equity loans. The remaining net reclassifications were predominantly due to future cash flow improvements within the commercial portfolio.

## **NOTE 6 ALLOWANCES FOR LOAN AND LEASE LOSSES AND UNFUNDED LOAN COMMITMENTS AND LETTERS OF CREDIT**

We maintain the ALLL 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 discussed in Note 1 Accounting Policies, the results of which are presented below.

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**Table 71: Rollforward of Allowance for Loan and Lease Losses and Associated Loan Data**

In millions	Commercial Lending	Consumer Lending	Total
<b>June 30, 2014</b>			
<u>Allowance for Loan and Lease Losses</u>			
January 1	\$ 1,547	\$ 2,062	\$ 3,609
Charge-offs	(209)	(355)	(564)
Recoveries	149	84	233
Net charge-offs	(60)	(271)	(331)
Provision for credit losses	108	58	166
Net change in allowance for unfunded loan commitments and letters of credit	10		10
Other	(1)		(1)
June 30	\$ 1,604	\$ 1,849	\$ 3,453
TDRs individually evaluated for impairment	\$ 29	\$ 407	\$ 436
Other loans individually evaluated for impairment	118		118
Loans collectively evaluated for impairment	1,349	664	2,013
Purchased impaired loans	108	778	886
June 30	\$ 1,604	\$ 1,849	\$ 3,453
<u>Loan Portfolio</u>			
TDRs individually evaluated for impairment (a)	\$ 545	\$ 2,121	\$ 2,666
Other loans individually evaluated for impairment	526		526
Loans collectively evaluated for impairment (b)	122,533	68,818	191,351
Fair value option loans (c)		884	884
Purchased impaired loans	479	5,078	5,557
June 30	\$124,083	\$76,901	\$200,984
Portfolio segment ALLL as a percentage of total ALLL	46%	54%	100%
Ratio of the allowance for loan and lease losses to total loans	1.29%	2.40%	1.72%
<b>June 30, 2013</b>			
<u>Allowance for Loan and Lease Losses</u>			
January 1	\$ 1,774	\$ 2,262	\$ 4,036
Charge-offs (d)	(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 (a)	\$ 599	\$ 2,243	\$ 2,842
Other loans individually evaluated for impairment	840		840
Loans collectively evaluated for impairment (b)	110,863	67,641	178,504
Fair value option loans (c)		811	811
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%

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- (a) TDRs individually evaluated for impairment exclude TDRs that were subsequently accounted for as held for sale loans, but continue to be disclosed as TDRs.
- (b) Includes \$232 million of loans collectively evaluated for impairment based upon collateral values and written down to the respective collateral value less costs to sell at June 30, 2014. Accordingly, there is no allowance recorded for these loans. The comparative amount as of June 30, 2013 was \$291 million.
- (c) Loans accounted for under the fair value option are not evaluated for impairment as these loans are accounted for at fair value, accordingly there is no allowance recorded on these loans.
- (d) 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.

### ***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 as discussed in Note 1 Accounting Policies, the results of which are presented below.

***Table 72: Rollforward of Allowance for Unfunded Loan Commitments and Letters of Credit***

In millions	2014	2013
January 1	\$ 242	\$ 250
Net change in allowance for unfunded loan commitments and letters of credit	(10)	(8)
June 30	\$ 232	\$ 242

## NOTE 7 INVESTMENT SECURITIES

**Table 73: Investment Securities Summary**

In millions	Amortized Cost	Unrealized		Fair Value
		Gains	Losses	
<b>June 30, 2014</b>				
<b>Securities Available for Sale</b>				
Debt securities				
U.S. Treasury and government agencies	\$ 5,210	\$ 160	\$ (3)	\$ 5,367
Residential mortgage-backed				
Agency	19,690	471	(80)	20,081
Non-agency	5,102	341	(102)	5,341
Commercial mortgage-backed				
Agency	591	13		604
Non-agency	3,437	125	(4)	3,558
Asset-backed	5,380	88	(30)	5,438
State and municipal	1,865	70	(10)	1,925
Other debt	1,795	54	(6)	1,843
Total debt securities	43,070	1,322	(235)	44,157
Corporate stocks and other	355	8	(1)	362
Total securities available for sale	\$ 43,425	\$ 1,330	\$ (236)	\$ 44,519
<b>Securities Held to Maturity (a)</b>				
Debt securities				
U.S. Treasury and government agencies	\$ 243	\$ 28		\$ 271
Residential mortgage-backed				
Agency	5,712	156	\$ (19)	5,849
Non-agency	283	6	(1)	288
Commercial mortgage-backed				
Agency	1,204	63		1,267
Non-agency	1,273	24		1,297
Asset-backed	981	2	(7)	976
State and municipal	2,060	72		2,132
Other debt	327	9		336
Total securities held to maturity	\$ 12,083	\$ 360	\$ (27)	\$ 12,416
<b>December 31, 2013</b>				
<b>Securities Available for Sale</b>				
Debt securities				
U.S. Treasury and government agencies	\$ 3,990	\$ 135	\$ (7)	\$ 4,118
Residential mortgage-backed				
Agency	22,669	384	(222)	22,831
Non-agency	5,457	308	(160)	5,605
Commercial mortgage-backed				
Agency	632	15	(1)	646
Non-agency	3,937	123	(18)	4,042
Asset-backed	5,754	66	(48)	5,772
State and municipal	2,609	52	(44)	2,617
Other debt	2,506	55	(18)	2,543
Total debt securities	47,554	1,138	(518)	48,174
Corporate stocks and other	434		(1)	433
Total securities available for sale	\$ 47,988	\$ 1,138	\$ (519)	\$ 48,607
<b>Securities Held to Maturity (a)</b>				
Debt securities				
U.S. Treasury and government agencies	\$ 239	\$ 8	\$ (4)	\$ 243
Residential mortgage-backed				
Agency	5,814	71	(64)	5,821
Non-agency	293		(4)	289
Commercial mortgage-backed				
Agency	1,251	49		1,300
Non-agency	1,687	20	(5)	1,702
Asset-backed	1,009	2	(10)	1,001
State and municipal	1,055	10	(4)	1,061
Other debt	339	9		348
Total securities held to maturity	\$ 11,687	\$ 169	\$ (91)	\$ 11,765

(a) Held to maturity securities transferred from available for sale are included in held to maturity at fair value at the time of transfer. The amortized cost of held to maturity securities included net unrealized gains of \$141 million and \$111 million at June 30, 2014 and December 31, 2013, respectively, related to securities transferred, which are offset in Accumulated Other Comprehensive Income, net of tax.

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The fair value of investment securities is impacted by interest rates, credit spreads, market volatility and liquidity conditions. Net unrealized gains and losses in the securities available for sale portfolio are included in Shareholders' equity as Accumulated other comprehensive income or loss, net of tax, unless credit-related. Securities held to maturity are carried at amortized cost. At June 30, 2014, Accumulated other comprehensive income included pretax gains of \$65 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.

During the second quarter of 2014, we transferred securities with a fair value of \$1.4 billion from available for sale to held to maturity. The securities transferred included \$1.0 billion of state and municipal securities, \$.2 billion of agency residential mortgage-backed securities, and \$.2 billion of non-agency commercial mortgage-backed securities. The non-agency commercial mortgage-backed and state and municipal securities were all rated either AAA or AA. We changed our intent and committed to hold these high-quality securities to

maturity in order to reduce the impact of price volatility on Accumulated other comprehensive income and certain capital measures, after taking into consideration market conditions. The securities were reclassified at fair value at the time of transfer and the transfer represented a non-cash transaction. Accumulated other comprehensive income included net pretax unrealized gains of \$44 million at transfer, which are being accreted over the remaining life of the related securities as an adjustment of yield in a manner consistent with the amortization of the net premium on the same transferred securities, resulting in no impact on net income.

Table 74 presents gross unrealized losses on securities available for sale at June 30, 2014 and December 31, 2013. 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 that 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 74: Gross Unrealized Loss and Fair Value of Securities Available for Sale**

	Unrealized loss position less than 12 months		Unrealized loss position 12 months or more		Total	
	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value
<b>In millions</b>						
<b>June 30, 2014</b>						
Debt securities						
U.S. Treasury and government agencies	\$ (3)	\$ 1,878			\$ (3)	\$ 1,878
Residential mortgage-backed						
Agency	(10)	959	\$ (70)	\$ 2,591	(80)	3,550
Non-agency	(3)	237	(99)	1,673	(102)	1,910
Commercial mortgage-backed						
Agency		60		19		79
Non-agency	(1)	336	(3)	214	(4)	550
Asset-backed	(3)	892	(27)	593	(30)	1,485
State and municipal		10	(10)	333	(10)	343
Other debt	(2)	85	(4)	216	(6)	301
Total debt securities	(22)	4,457	(213)	5,639	(235)	10,096
Corporate stocks and other			(1)	15	(1)	15
Total	\$ (22)	\$ 4,457	\$ (214)	\$ 5,654	\$ (236)	\$ 10,111
<b>December 31, 2013</b>						
Debt securities						
U.S. Treasury and government agencies	\$ (7)	\$ 1,066			\$ (7)	\$ 1,066
Residential mortgage-backed						
Agency	(210)	7,950	\$ (12)	\$ 293	(222)	8,243
Non-agency	(18)	855	(142)	1,719	(160)	2,574
Commercial mortgage-backed						
Agency	(1)	23			(1)	23
Non-agency	(18)	1,315		14	(18)	1,329
Asset-backed	(11)	1,752	(37)	202	(48)	1,954
State and municipal	(23)	897	(21)	286	(44)	1,183
Other debt	(17)	844	(1)	12	(18)	856
Total debt securities	(305)	14,702	(213)	2,526	(518)	17,228
Corporate stocks and other	(1)	15			(1)	15
Total	\$ (306)	\$ 14,717	\$ (213)	\$ 2,526	\$ (519)	\$ 17,243

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The gross unrealized loss on debt securities held to maturity was \$40 million at June 30, 2014 and \$98 million at December 31, 2013. The majority of the gross unrealized loss at June 30, 2014 related to agency residential mortgage-backed securities. The fair value of debt securities held to maturity that were in a continuous loss position for less than 12 months was \$7 billion and \$3.6 billion at June 30, 2014 and December 31, 2013, respectively, and positions that were in a continuous loss position for 12 months or more were \$1.7 billion and \$48 million at June 30, 2014 and December 31, 2013, respectively. For securities transferred to held to maturity from available for sale, the unrealized loss for purposes of this analysis is determined by comparing the security's original amortized cost to its current estimated fair value.

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

For the securities in the preceding Table 74, as of June 30, 2014 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.

At least quarterly, 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 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.

Substantially all of the credit impairment we have recognized relates to 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 macroeconomic factors to develop estimates of future performance.

Security level assumptions for prepayments, loan defaults and loss given default are applied to each non-agency residential mortgage-backed security and asset-backed security collateralized by first-lien and second-lien non-agency residential mortgage loans 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 75: Credit Impairment Assessment Assumptions – Non-Agency Residential Mortgage-Backed and Asset-Backed Securities**

June 30, 2014	Range	Weighted-average (a)
<b>Long-term prepayment rate (annual CPR)</b>		
Prime	7 – 20%	13%
Alt-A	5 – 12	6
Option ARM	3 – 6	3
<b>Remaining collateral expected to default</b>		
Prime	1 – 34%	14%
Alt-A	5 – 53	29
Option ARM	13 – 56	39
<b>Loss severity</b>		
Prime	25 – 68%	40%
Alt-A	30 – 80	55
Option ARM	40 – 75	60

(a) Calculated by weighting the relevant assumption for each individual security by the current outstanding cost basis of the security.

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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 76: Rollforward of Cumulative OTTI Credit Losses Recognized in Earnings**

Three months ended June 30, In millions	2014	2013
Balance at beginning of period	\$(1,157)	\$(1,165)
Additional loss where credit impairment was previously recognized	(1)	(4)
Reduction due to credit impaired securities sold or matured		5
Balance at end of period	\$(1,158)	\$(1,164)

Six months ended June 30, In millions	2014	2013
Balance at beginning of period	\$(1,160)	\$(1,201)
Additional loss where credit impairment was previously recognized	(3)	(14)
Reduction due to credit impaired securities sold or matured	5	51
Balance at end of period	\$(1,158)	\$(1,164)

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

**Table 77: Gains (Losses) on Sales of Securities Available for Sale**

In millions	Proceeds	Gross Gains	Gross Losses	Net Gains	Tax Expense
<b>Six months ended June 30</b>					
<b>2014</b>	\$3,401	\$ 29	\$ (25)	\$ 4	\$ 1
<b>2013</b>	3,877	98	(23)	75	26



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The following table presents, by remaining contractual maturity, the amortized cost, fair value and weighted-average yield of debt securities at June 30, 2014.

**Table 78: Contractual Maturity of Debt Securities**

June 30, 2014 Dollars in millions	1 Year or Less	After 1 Year through 5 Years	After 5 Years through 10 Years	After 10 Years	Total
<b>Securities Available for Sale</b>					
U.S. Treasury and government agencies		\$1,317	\$3,422	\$ 471	\$ 5,210
Residential mortgage-backed					
Agency		97	495	19,098	19,690
Non-agency		8	1	5,093	5,102
Commercial mortgage-backed					
Agency	\$ 69	404	20	98	591
Non-agency			51	3,386	3,437
Asset-backed	44	826	2,088	2,422	5,380
State and municipal	4	118	299	1,444	1,865
Other debt	101	996	455	243	1,795
Total debt securities available for sale	\$ 218	\$3,766	\$6,831	\$32,255	\$43,070
Fair value	\$ 219	\$3,875	\$6,949	\$33,114	\$44,157
Weighted-average yield, GAAP basis	3.00%	2.65%	2.35%	3.03%	2.89%
<b>Securities Held to Maturity</b>					
U.S. Treasury and government agencies				\$ 243	\$ 243
Residential mortgage-backed					
Agency				5,712	5,712
Non-agency				283	283
Commercial mortgage-backed					
Agency		\$1,032	\$ 172		1,204
Non-agency		6		1,267	1,273
Asset-backed		4	283	694	981
State and municipal	\$ 20	21	641	1,378	2,060
Other debt			327		327
Total debt securities held to maturity	\$ 20	\$1,063	\$1,423	\$ 9,577	\$12,083
Fair value	\$ 21	\$1,113	\$1,478	\$ 9,804	\$12,416
Weighted-average yield, GAAP basis	4.42%	3.43%	3.36%	3.65%	3.60%

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Based on current interest rates and expected prepayment speeds, the weighted-average expected maturity of the investment securities portfolio (excluding corporate stocks and other) was 4.6 years at June 30, 2014 and 4.9 years at December 31, 2013. The weighted-average expected maturity of mortgage and other asset-backed debt securities were as follows as of June 30, 2014:

**Table 79: Weighted-Average Expected Maturity of Mortgage and Other Asset-Backed Debt Securities**

June 30, 2014	Years
Agency residential mortgage-backed securities	4.2
Non-agency residential mortgage-backed securities	5.7
Agency commercial mortgage-backed securities	3.3
Non-agency commercial mortgage-backed securities	3.1
Asset-backed securities	3.5

Weighted-average yields are based on historical cost with effective yields weighted for the contractual maturity of each security. At June 30, 2014, 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 80: Fair Value of Securities Pledged and Accepted as Collateral**

In millions	June 30 2014	December 31 2013
Pledged to others	\$16,549	\$ 18,772
Accepted from others:		
Permitted by contract or custom to sell or repledge	1,105	1,571
Permitted amount repledged to others	886	1,343

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.

## NOTE 8 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 2013 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 2013 Form 10-K.

The following disclosures for financial instruments accounted for at fair value have been updated during the first six months of 2014:

### FINANCIAL DERIVATIVES

In connection with the sales of portions of our Visa Class B common shares, we entered into additional 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

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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 \$108 million at June 30, 2014 and \$90 million at December 31, 2013, respectively.

### **COMMERCIAL MORTGAGE SERVICING RIGHTS**

As of January 1, 2014, PNC made an irrevocable election to subsequently measure all classes of commercial mortgage servicing rights (MSRs) at fair value in order to eliminate any potential measurement mismatch between our economic hedges and the commercial MSRs. The impact of the cumulative-effect adjustment to retained earnings was not material. We will recognize recurring gains/(losses) on changes in the fair value of commercial MSRs as a result of the election. Assumptions incorporated into the commercial valuation model reflect management's best estimate of factors

that a market participant would use in valuing the commercial MSRs. Although sales of commercial MSRs do occur, commercial MSRs do not trade in an active, open market with readily observable prices so the precise terms and conditions of sales are not available. Due to the nature of the valuation inputs and the limited availability of market pricing, commercial MSRs are classified as Level 3.

The fair value of commercial MSRs is estimated by using a discounted cash flow model incorporating unobservable inputs for assumptions such as constant prepayment rates, discount rates and other factors. Significant increases/(decreases) in constant prepayment rates and discount rates would result in significantly lower/(higher) commercial MSR value determined based on current market conditions and expectations.

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

**Table 81: Fair Value Measurements – Recurring Basis Summary**

In millions	June 30, 2014				December 31, 2013			
	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value
<b>Assets</b>								
Securities available for sale								
U.S. Treasury and government agencies	\$4,723	\$ 644		\$ 5,367	\$3,460	\$ 658		\$ 4,118
Residential mortgage-backed								
Agency		20,081		20,081		22,831		22,831
Non-agency		234	\$ 5,107	5,341		247	\$ 5,358	5,605
Commercial mortgage-backed								
Agency		604		604		646		646
Non-agency		3,558		3,558		4,042		4,042
Asset-backed		4,819	619	5,438		5,131	641	5,772
State and municipal		1,580	345	1,925		2,284	333	2,617
Other debt		1,812	31	1,843		2,505	38	2,543
Total debt securities	4,723	33,332	6,102	44,157	3,460	38,344	6,370	48,174
Corporate stocks and other	347	15		362	417	16		433
Total securities available for sale	5,070	33,347	6,102	44,519	3,877	38,360	6,370	48,607
Financial derivatives (a) (b)								
Interest rate contracts	28	4,600	39	4,667	25	4,540	34	4,599
Other contracts		135	2	137		192	2	194
Total financial derivatives	28	4,735	41	4,804	25	4,732	36	4,793
Residential mortgage loans held for sale (c)		1,255	4	1,259		1,307	8	1,315
Trading securities (d)								
Debt (e)	1,317	857	33	2,207	2,159	862	32	3,053
Equity	21			21	20			20
Total trading securities	1,338	857	33	2,228	2,179	862	32	3,073
Trading loans (a)		14		14		6		6
Residential mortgage servicing rights (f)			967	967			1,087	1,087
Commercial mortgage servicing rights (f) (g)			515	515				
Commercial mortgage loans held for sale (c)			521	521			586	586
Equity investments (a) (h)								
Direct investments			1,219	1,219			1,069	1,069
Indirect investments (i)			574	574			595	595
Total equity investments			1,793	1,793			1,664	1,664
Customer resale agreements (j)		194		194		207		207
Loans (k)		524	360	884		513	512	1,025
Other assets (a)								
BlackRock Series C Preferred Stock (l)			335	335			332	332
Other	194	211	8	413	209	184	8	401
Total other assets	194	211	343	748	209	184	340	733
Total assets	\$6,630	\$41,137	\$10,679	\$58,446	\$6,290	\$46,171	\$10,635	\$63,096
<b>Liabilities</b>								
Financial derivatives (b) (m)								
Interest rate contracts	\$ 16	\$ 3,150	\$ 7	\$ 3,173	\$ 6	\$ 3,307	\$ 13	\$ 3,326
BlackRock LTIP			335	335			332	332
Other contracts		214	112	326		182	94	276
Total financial derivatives	16	3,364	454	3,834	6	3,489	439	3,934
Trading securities sold short (n)								
Debt	858	17		875	1,341	1		1,342
Total trading securities sold short	858	17		875	1,341	1		1,342
Other borrowed funds			170	170			184	184
Total liabilities	\$ 874	\$ 3,381	\$ 624	\$ 4,879	\$1,347	\$ 3,490	\$ 623	\$ 5,460

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- (a) Included in Other assets on our Consolidated Balance Sheet.
- (b) Amounts at June 30, 2014 and December 31, 2013 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 \$2.0 billion at June 30, 2014 and \$1.7 billion at December 31, 2013, and the net liability amounts were \$1.0 billion and \$.9 billion, respectively.
- (c) Included in Loans held for sale on our Consolidated Balance Sheet. PNC has elected the fair value option for certain residential and commercial mortgage loans held for sale.
- (d) Fair value includes net unrealized gains of \$32 million at June 30, 2014 compared with net unrealized gains of \$11 million at December 31, 2013.
- (e) Approximately 24% of these securities are residential mortgage-backed securities and 59% are U.S. Treasury and government agencies securities at June 30, 2014. Comparable amounts at December 31, 2013 were 17% and 69%, respectively.
- (f) Included in Other intangible assets on our Consolidated Balance Sheet.
- (g) As of January 1, 2014, PNC made an irrevocable election to measure all classes of commercial MSRs at fair value. Accordingly, beginning with the first quarter of 2014, commercial MSRs are measured at fair value on a recurring basis.
- (h) Our adoption of ASU 2013-08, Financial Services – Investment Companies (Topic 946): *Amendments to the Scope, Measurement and Disclosure Requirements*, did not result in a change in classification or status of our accounting for investment companies.
- (i) 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 \$124 million and related to direct equity investments was \$29 million as of June 30, 2014, respectively. Comparable amounts at December 31, 2013 were \$128 million and \$36 million, respectively.
- (j) Included in Federal funds sold and resale agreements on our Consolidated Balance Sheet. PNC has elected the fair value option for these items.
- (k) Included in Loans on our Consolidated Balance Sheet.
- (l) PNC has elected the fair value option for these shares.
- (m) Included in Other liabilities on our Consolidated Balance Sheet.
- (n) Included in Other borrowed funds on our Consolidated Balance Sheet.

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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, 2014 and 2013 follow:

### Table 82: Reconciliation of Level 3 Assets and Liabilities

#### Three Months Ended June 30, 2014

	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, 2014 (c)
Level 3 Instruments Only In millions	Fair Value March 31, 2014	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, 2014	
Assets											
Securities available for sale											
Residential mortgage-backed non-agency	\$ 5,234	\$ 40	\$ 31				\$ (198)			\$ 5,107	\$ (1)
Asset-backed	642	4					(27)			619	
State and municipal	331		13				1			345	
Other debt	32			\$ 1	\$ (1)		(1)			31	
Total securities available for sale	6,239	44	44	1	(1)		(225)			6,102	(1)
Financial derivatives	30	59		1			(49)			41	47
Residential mortgage loans held for sale	5	1		3	(1)		(1)	\$ 1	\$ (4)	4	1
Trading securities – Debt	32	1								33	2
Residential mortgage servicing rights	1,039	(57)				\$ 20	(35)			967	(57)
Commercial mortgage servicing rights	529	(11)		9		10	(22)			515	(11)
Commercial mortgage loans held for sale	577	5					(61)			521	5
Equity investments											
Direct investments	1,163	38		99	(81)					1,219	30
Indirect investments	594	15		6	(39)		(2)			574	14
Total equity investments	1,757	53		105	(120)		(2)			1,793	44
Loans	506	10		22	(132)		(24)	3	(25)	360	8
Other assets											
BlackRock Series C Preferred Stock	330	5								335	5
Other	8									8	
Total other assets	338	5								343	5
Total assets	\$ 11,052	\$ 110 (e)	\$ 44	\$ 141	\$ (254)	\$ 30	\$ (419)	\$ 4	\$ (29)	\$ 10,679	\$ 43 (f)
Liabilities											
Financial derivatives (d)	\$ 440	\$ 30					\$ (16)			\$ 454	\$ 16
Other borrowed funds	181	(7)					(4)			170	
Total liabilities	\$ 621	\$ 23 (e)					\$ (20)			\$ 624	\$ 16 (f)

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**Three 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 In millions	Fair Value March 31, 2013	Included in Earnings	Included in Other comprehensive income	Purchases	Sales	Issuances	Settlements	Transfers into Level 3	Transfers out of Level 3	Fair Value June 30, 2013	
	(b)							(b)	(b)		
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)



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**Six Months Ended June 30, 2014**

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, 2014 (c)
	Fair Value Dec. 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, 2014	
Assets											
Securities available for sale											
Residential mortgage-backed non-agency	\$ 5,358	\$ 74	\$ 85				\$ (410)			\$ 5,107	\$ (3)
Asset-backed	641	8	19				(49)			619	
State and municipal	333	(2)	14							345	
Other debt	38	1		\$ 1	\$ (7)		(2)			31	
Total securities available for sale	6,370	81	118	1	(7)		(461)			6,102	(3)
Financial derivatives	36	119		1			(115)			41	80
Residential mortgage loans held for sale	8	1		8	(3)		(1)	\$ 4	\$ (13)	4	1
Trading securities – Debt	32	1								33	2
Residential mortgage servicing rights	1,087	(116)		17		\$ 43	(64)			967	(114)
Commercial mortgage servicing rights		(25)		16		17	507 (g)			515	(25)
Commercial mortgage loans held for sale	586	7					(72)			521	7
Equity investments											
Direct investments	1,069	72		168	(90)					1,219	63
Indirect investments	595	33		12	(65)		(1)			574	31
Total equity investments	1,664	105		180	(155)		(1)			1,793	94
Loans	512	19		54	(138)		(43)	10	(54)	360	14
Other assets											
BlackRock Series C Preferred Stock	332	3								335	3
Other	8									8	
Total other assets	340	3								343	3
Total assets	\$10,635	\$ 195 (e)	\$ 118	\$ 277	\$(303)	\$ 60	\$(250)	\$ 14	\$(67)	\$10,679	\$ 59 (f)
Liabilities											
Financial derivatives (d)	\$ 439	\$ 70			\$ 1		\$(56)			\$ 454	\$ 22
Other borrowed funds	184	(3)					(11)			170	
Total liabilities	\$ 623	\$ 67 (e)			\$ 1		\$(67)			\$ 624	\$ 22 (f)

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### 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 In millions	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		
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)	

(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) Includes 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 \$87 million for the second quarter of 2014, while for the first six months of 2014 there were \$128 million of net gains (realized and unrealized) included in earnings. The comparative amounts included net gains (realized and unrealized) of \$273 million for second quarter 2013 and net gains (realized and unrealized) of \$511 million for the first six months of 2013. These amounts also included amortization and accretion of \$44 million for the second quarter of 2014 and \$85 million for the first six months of 2014. The comparative amounts were \$54 million for the second quarter of 2013 and \$111 million for the first six months of 2013. 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 \$27 million for the second quarter of 2014, while for the first six months of 2014 there were \$37 million of net unrealized gains. The comparative amounts included net unrealized gains of \$256 million for the second quarter of 2013 and net unrealized gains of \$413 million for the first six months of 2013. These amounts were included in Noninterest income on the Consolidated Income Statement.

(g) Settlements relating to commercial MSRs of \$552 million represent the fair value as of January 1, 2014 as a result of an irrevocable election to measure all classes of commercial MSRs at fair value. Refer to Note 9 Goodwill and Other Intangible Assets for additional information on commercial MSRs.

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An instrument's categorization within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. 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 2014, there were transfers of residential mortgage loans held for sale from Level 2 to Level 3 of \$4 million as a result of reduced marketability in the secondary residential mortgage sales market which reduced the observability of valuation inputs. Also during the first six months of 2014, there were transfers out of Level 3 residential mortgage loans held for sale and loans of \$3 million and \$54 million, respectively, primarily due to the transfer of residential mortgage loans held for sale and loans to OREO. In addition, there was approximately \$10 million of Level 3 residential mortgage loans held for sale reclassified to Level 3 loans during the first six months of 2014 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 82.

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 marketability in the secondary residential mortgage sales market which reduced the observability of valuation inputs. Also during the first six months of 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 82.

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

**Table 83: Fair Value Measurements – Recurring Quantitative Information**

**June 30, 2014**

Level 3 Instruments Only				
Dollars in millions				
	Fair Value	Valuation Techniques	Unobservable Inputs	Range (Weighted Average)
Residential mortgage-backed non-agency securities	\$ 5,107	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% - 28.9% (6.9%) 0% - 19.3% (6.1%) 6.1% - 96.4% (52.8%)
Asset-backed securities	619	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	223bps weighted average 1.0% - 15.7% (6.0%) 1.0% - 13.9% (7.9%) 14.6% - 100% (72.2%)
State and municipal securities	132	Discounted cash flow	Spread over the benchmark curve (b)	288bps weighted average
Other debt securities	213	Consensus pricing (c)	Credit and Liquidity discount	60bps - 195bps (74bps)
Trading securities – Debt	31	Consensus pricing (c)	Credit and Liquidity discount	0% - 25.0% (2.2%)
Residential mortgage servicing rights	33	Consensus pricing (c)	Credit and Liquidity discount	7.0% - 95.0% (88.4%)
Commercial mortgage servicing rights	967	Discounted cash flow	Constant prepayment rate (CPR) Spread over the benchmark curve (b)	2.0% - 20.0% (3.4%) 3.5% - 48.6% (9.1%) 889bps - 1,889bps (1,040bps)
Commercial mortgage loans held for sale	515	Discounted cash flow	Constant prepayment rate (CPR) Discount rate	6.4% - 14.4% (8.2%) 4.4% - 8.9% (6.7%)
Equity investments – Direct investments	521	Discounted cash flow	Spread over the benchmark curve (b)	455bps - 10,650bps (1,174bps)
Equity investments – Indirect (d)	1,219	Multiple of adjusted earnings	Multiple of earnings	3.2x - 12.5x (7.3x)
Loans – Residential real estate	574	Net asset value	Net asset value	
	100	Consensus pricing (c)	Cumulative default rate Loss severity Discount rate	2.0% - 100% (92.6%) 0% - 100% (43.7%) 4.1% - 12.0% (10.8%)
	143	Discounted cash flow	Loss severity Discount rate	8.0% weighted average 10.0% weighted average
Loans – Home equity (e)	117	Consensus pricing (c)	Credit and Liquidity discount	36.0% - 99.0% (57.0%)
BlackRock Series C Preferred Stock	335	Consensus pricing (c)	Liquidity discount	20.0%
BlackRock LTIP	(335)	Consensus pricing (c)	Liquidity discount	20.0%
Swaps related to sales of certain Visa Class B common shares	(108)	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% 14.0%
Other borrowed funds (e)	(170)	Consensus pricing (c)	Credit and Liquidity discount Spread over the benchmark curve (b)	0% - 99.0% (21.0%) 43bps
Insignificant Level 3 assets, net of liabilities (f)	42			
<b>Total Level 3 assets, net of liabilities (g)</b>	<b>\$ 10,055</b>			

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December 31, 2013

Level 3 Instruments Only

Dollars in millions	Fair Value	Valuation Techniques	Unobservable Inputs	Range (Weighted Average)
Residential mortgage-backed non-agency securities	\$5,358	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% - 32.1% (6.0%) (a) 0% - 21.9% (6.6%) (a) 6.1% - 92.9% (52.3%) (a)
Asset-backed securities	641	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	237bps weighted average (a) 1.0% - 11.1% (5.0%) (a) 1.0% - 13.9% (8.7%) (a) 10.0% - 100% (70.1%) (a)
State and municipal securities	132	Discounted cash flow	Spread over the benchmark curve (b)	326bps weighted average (a)
Other debt securities	201	Consensus pricing (c)	Spread over the benchmark curve (b)	80bps - 240bps (97bps)
Trading securities – Debt	38	Consensus pricing (c)	Credit and Liquidity discount	0% - 25.0% (8.3%)
Residential mortgage servicing rights	32	Consensus pricing (c)	Credit and Liquidity discount	7.0% - 95.0% (88.4%)
Commercial mortgage loans held for sale	32	Consensus pricing (c)	Credit and Liquidity discount	0% - 20.0% (8.3%)
Equity investments – Direct investments	1,087	Discounted cash flow	Constant prepayment rate (CPR)	2.2% - 32.9% (7.6%)
Equity investments – Indirect (d)	586	Discounted cash flow	Spread over the benchmark curve (b)	889bps - 1,888bps (1,024bps)
Loans – Residential real estate	1,069	Multiple of adjusted earnings	Spread over the benchmark curve (b)	460bps - 6,655bps (972bps)
	595	Net asset value	Multiple of earnings	4.5x - 10.8x (7.2x)
	225	Consensus pricing (c)	Net asset value	
			Cumulative default rate	2.0% - 100% (80.0%)
			Loss severity	0% - 100% (48.4%)
			Discount rate	12.0% - 13.0% (12.2%)
	164	Discounted cash flow	Loss severity	8.0% weighted average
			Discount rate	10.0% weighted average
Loans – Home equity (e)	123	Consensus pricing (c)	Credit and Liquidity discount	36.0% - 99.0% (55.0%)
BlackRock Series C Preferred Stock	332	Consensus pricing (c)	Liquidity discount	20.0%
BlackRock LTIP	(332)	Consensus pricing (c)	Liquidity discount	20.0%
Swaps related to sales of certain Visa Class B common shares	(90)	Discounted cash flow	Estimated conversion factor of Class B shares into Class A shares	41.7%
			Estimated growth rate of Visa Class A share price	8.6%
Other borrowed funds (e)	(184)	Consensus pricing (c)	Credit and Liquidity discount	0% - 99.0% (18.0%)
Insignificant Level 3 assets, net of liabilities (f)	35		Spread over the benchmark curve (b)	13bps
Total Level 3 assets, net of liabilities (g)	\$10,012			

- (a) Level 3 residential mortgage-backed non-agency and asset-backed securities with fair values as of June 30, 2014 totaling \$4,437 million and \$587 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, 2013 were \$4,672 million and \$610 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 2013 Form 10-K. Certain Level 3 residential mortgage-backed non-agency and asset-backed securities with fair values as of June 30, 2014 of \$670 million and \$32 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, 2013 were \$686 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) Primarily includes a consolidated Non-agency securitization.
- (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 certain financial derivative assets and liabilities, residential mortgage loans held for sale and other assets. For additional information, please see commercial mortgage loan commitment assets and liabilities, residential mortgage loan commitment assets, interest rate option assets and liabilities and risk participation agreement assets and liabilities within the Financial Derivatives discussion, and the Residential Mortgage Loans Held for Sale and Other Assets and Liabilities discussions included in Note 9 Fair Value in our Notes To Consolidated Financial Statements under Item 8 of our 2013 Form 10-K.
- (g) Consisted of total Level 3 assets of \$10,679 million and total Level 3 liabilities of \$624 million as of June 30, 2014 and \$10,635 million and \$623 million as of December 31, 2013, respectively.

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### 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 84 and Table 85. 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 2013 Form 10-K.

**Table 84: Fair Value Measurements – Nonrecurring**

In millions	Fair Value (a)		Gains (Losses) Three months ended		Gains (Losses) Six months ended	
	June 30 2014	December 31 2013	June 30 2014	June 30 2013	June 30 2014	June 30 2013
<b>Assets</b>						
Nonaccrual loans	\$ 79	\$ 35	\$ (11)	\$ (9)	\$ (15)	\$ (10)
Loans held for sale	157	224	(1)	(11)	(1)	(11)
Equity investments		6	(3)	(3)	(3)	(3)
Commercial mortgage servicing rights (b)		543		60		73
OREO and foreclosed assets	149	181	(7)	(19)	(15)	(33)
Long-lived assets held for sale	21	51	(6)	(12)	(9)	(27)
Total assets	\$ 406	\$ 1,040	\$ (28)	\$ 6	\$ (43)	\$ (11)

(a) All Level 3 as of June 30, 2014 and December 31, 2013, except for \$10 million included in Loans held for sale which are categorized as Level 2 as of June 30, 2014.

(b) As of January 1, 2014, PNC made an irrevocable election to measure all classes of commercial MSRs at fair value. Accordingly, beginning with the first quarter of 2014, commercial MSRs are measured at fair value on a recurring basis.

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

**Table 85: Fair Value Measurements – Nonrecurring Quantitative Information**

Level 3 Instruments Only Dollars in millions	Fair Value	Valuation Techniques	Unobservable Inputs	Range (Weighted Average)
<b>June 30, 2014</b>				
<b>Assets</b>				
Nonaccrual loans (a)	\$ 56	LGD percentage (b)	Loss severity	9.1%-72.1% (34.1%)
Loans held for sale	147	Discounted cash flow	Spread over the benchmark curve (c)	22bps-550bps (47bps)
			Embedded servicing value	.8%-3.5% (3.3%)
Other (d)	193	Fair value of property or collateral	Appraised value/sales price	Not meaningful
Total Assets	\$ 396			
<b>December 31, 2013</b>				
<b>Assets</b>				
Nonaccrual loans (a)	\$ 21	LGD percentage (b)	Loss severity	7.0%-84.9% (36.6%)
Loans held for sale	224	Discounted cash flow	Spread over the benchmark curve (c)	35bps-220bps (144bps)
			Embedded servicing value	.8%-3.5% (2.0%)
Equity investments	6	Discounted cash flow	Market rate of return	6.5%
Commercial mortgage servicing rights (e)	543	Discounted cash flow	Constant prepayment rate (CPR)	7.1%-11.8% (7.7%)
			Discount rate	5.4%-7.6% (6.7%)
Other (d)	246	Fair value of property or collateral	Appraised value/sales price	Not meaningful
Total Assets	\$ 1,040			

(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) LGD percentage represents the amount that PNC expects to lose in the event a borrower defaults on an obligation.

(c) 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.

(d) Other included Nonaccrual loans of \$23 million, OREO and foreclosed assets of \$149 million and Long-lived assets held for sale of \$21 million as of June 30, 2014. Comparably, as of December 31, 2013, Other included Nonaccrual loans of \$14 million, OREO and foreclosed assets of \$181 million and Long-lived assets held for sale of \$51 million. The fair value of these assets is determined based on appraised value or sales price, the range of which is not meaningful to disclose.

(e) As of January 1, 2014, PNC made an irrevocable election to measure all classes of commercial MSRs at fair value. Accordingly, beginning with the first quarter of 2014, commercial MSRs are measured at fair value on a recurring basis.

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### **FINANCIAL INSTRUMENTS ACCOUNTED FOR UNDER FAIR VALUE OPTION**

For more information regarding financial instruments 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 2013 Form 10-K.

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 86: Fair Value Option – Changes in Fair Value (a)**

In millions	Gains (Losses)		Gains (Losses)	
	Three months ended		Six months ended	
	June 30 2014	June 30 2013	June 30 2014	June 30 2013
<b>Assets</b>				
Customer resale agreements		\$ (3)	\$ (1)	\$ (5)
Trading loans	\$ 1	1	1	2
Commercial mortgage loans held for sale	5	(13)	7	(12)
Residential mortgage loans held for sale (b)	64	(65)	129	(8)
Residential mortgage loans – portfolio (b)	59	26	87	32
BlackRock Series C Preferred Stock	5		3	60
<b>Liabilities</b>				
Other borrowed funds	7	(3)	3	(3)

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

(b) Prior periods were corrected for the allocation between Residential mortgage loans held for sale and Residential mortgage loans – portfolio. This resulted in a reclass of \$13 million from held for sale to the portfolio line item.

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

**Table 87: Fair Value Option – Fair Value and Principal Balances**

In millions	Fair Value	Aggregate Unpaid Principal Balance	Difference
<b>June 30, 2014</b>			
<b>Assets</b>			
Customer resale agreements	\$ 194	\$ 184	\$ 10
Trading loans	14	14	
Residential mortgage loans held for sale			
Performing loans	1,250	1,188	62
Accruing loans 90 days or more past due	2	2	
Nonaccrual loans	7	8	(1)
Total	1,259	1,198	61
Commercial mortgage loans held for sale (a)			
Performing loans	517	596	(79)
Nonaccrual loans	4	9	(5)
Total	521	605	(84)
Residential mortgage loans – portfolio			
Performing loans	178	262	(84)
Accruing loans 90 days or more past due (b)	450	529	(79)
Nonaccrual loans	256	404	(148)
Total	884	1,195	(311)
<b>Liabilities</b>			
Other borrowed funds (c)	\$ 170	\$ 215	\$ (45)
<b>December 31, 2013</b>			
<b>Assets</b>			
Customer resale agreements	\$ 207	\$ 196	\$ 11
Trading loans	6	6	
Residential mortgage loans held for sale			
Performing loans	1,298	1,260	38
Accruing loans 90 days or more past due	2	2	
Nonaccrual loans	15	18	(3)
Total	1,315	1,280	35
Commercial mortgage loans held for sale (a)			
Performing loans	583	669	(86)
Nonaccrual loans	3	9	(6)
Total	586	678	(92)
Residential mortgage loans – portfolio			
Performing loans	215	313	(98)
Accruing loans 90 days or more past due (b)	445	517	(72)
Nonaccrual loans	365	598	(233)
Total	1,025	1,428	(403)
<b>Liabilities</b>			
Other borrowed funds (c)	\$ 184	\$ 225	\$ (41)

(a) There were no accruing loans 90 days or more past due within this category at June 30, 2014 or December 31, 2013.

(b) Included in this population are government insured loans and non-government insured home equity loans. Loans that are insured by the government result in a higher fair value than those that do not have that guarantee.

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



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

**Table 88: Additional Fair Value Information Related to Financial Instruments**

In millions	Carrying Amount	Fair Value			
		Total	Level 1	Level 2	Level 3
<b>June 30, 2014</b>					
<b>Assets</b>					
Cash and due from banks	\$ 4,892	\$ 4,892	\$ 4,892		
Short-term assets	19,367	19,367		\$ 19,367	
Trading securities	2,228	2,228	1,338	857	\$ 33
Investment securities	56,602	56,935	5,339	45,482	6,114
Trading loans	14	14		14	
Loans held for sale	2,228	2,230		1,312	918
Net loans (excludes leases)	189,793	192,128		524	191,604
Other assets	4,270	4,899 (a)	194	1,828	2,877
Financial derivatives					
Designated as hedging instruments under GAAP	1,228	1,228		1,228	
Not designated as hedging instruments under GAAP	3,576	3,576	28	3,507	41
Total Assets	\$284,198	\$287,497	\$11,791	\$ 74,119	\$201,587
<b>Liabilities</b>					
Demand, savings and money market deposits	\$200,524	\$200,524		\$200,524	
Time deposits	22,030	22,053		22,053	
Borrowed funds	49,365	50,205	\$ 858	47,848	\$ 1,499
Financial derivatives					
Designated as hedging instruments under GAAP	264	264		264	
Not designated as hedging instruments under GAAP	3,570	3,570	16	3,100	454
Unfunded loan commitments and letters of credit	213	213			213
Total Liabilities	\$275,966	\$276,829	\$ 874	\$273,789	\$ 2,166
<b>December 31, 2013</b>					
<b>Assets</b>					
Cash and due from banks	\$ 4,043	\$ 4,043	\$ 4,043		
Short-term assets	15,113	15,113		\$ 15,113	
Trading securities	3,073	3,073	2,179	862	\$ 32
Investment securities	60,294	60,372	4,120	49,865	6,387
Trading loans	6	6		6	
Loans held for sale	2,255	2,256		1,307	949
Net loans (excludes leases)	184,305	185,887		513	185,374
Other assets	4,162	4,975 (a)	209	1,791	2,975
Financial derivatives					
Designated as hedging instruments under GAAP	1,189	1,189		1,189	
Not designated as hedging instruments under GAAP	3,604	3,604	25	3,543	36
Total Assets	\$278,044	\$280,518	\$10,576	\$ 74,189	\$195,753
<b>Liabilities</b>					
Demand, savings and money market deposits	\$197,465	\$197,465		\$197,465	
Time deposits	23,466	23,487		23,487	
Borrowed funds	46,427	47,258	\$ 1,341	44,431	\$ 1,486
Financial derivatives					
Designated as hedging instruments under GAAP	364	364		364	
Not designated as hedging instruments under GAAP	3,570	3,570	6	3,125	439
Unfunded loan commitments and letters of credit	224	224			224
Total Liabilities	\$271,516	\$272,368	\$ 1,347	\$268,872	\$ 2,149

(a) Includes \$741 million for Visa Class B common shares, which was estimated solely based upon the June 30, 2014 closing price for the Visa Class A common shares and the current Visa Class B common shares conversion rate. The Class B common shares are transferable only under limited circumstances, which could impact the aforementioned estimate, until they can be converted into Class A common shares. The comparable amount at December 31, 2013 was \$971 million. For additional information, see Note 24 Commitments and Guarantees in our Notes To Consolidated Financial Statements under Item 8 of our 2013 Form 10-K.

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The aggregate fair value of financial instruments in Table 88 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,
- mortgage servicing rights,
- 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 2013 Form 10-K.

The aggregate carrying value of our FHLB and FRB stock was \$1.6 billion at both June 30, 2014 and December 31, 2013, which approximates fair value at each date.

## NOTE 9 GOODWILL AND OTHER INTANGIBLE ASSETS

### GOODWILL

Goodwill by business segment consisted of the following:

**Table 89: Goodwill by Business Segment (a)**

In millions	June 30 2014	December 31 2013
Retail Banking	\$5,795	\$ 5,795
Corporate & Institutional Banking	3,215	3,215
Asset Management Group	64	64
Total	\$9,074	\$ 9,074

(a) The Residential Mortgage Banking and Non-Strategic Assets Portfolio business segments did not have any goodwill allocated to them as of June 30, 2014 and December 31, 2013.

### OTHER INTANGIBLE ASSETS

As of January 1, 2014, PNC made an irrevocable election to measure all classes of commercial MSRs at fair value, which precludes the recognition of valuation allowance or accumulated amortization. Refer to the Mortgage Servicing Rights section of this Note 9 for additional information regarding commercial mortgage servicing rights.

The gross carrying amount, accumulated amortization and net carrying amount of other intangible assets by major category consisted of the following:

**Table 90: Other Intangible Assets**

In millions	June 30 2014	December 31 2013
<b>Customer-related and other intangibles</b>		
Gross carrying amount	\$ 1,671	\$ 1,676
Accumulated amortization	(1,156)	(1,096)
Net carrying amount	\$ 515	\$ 580
<b>Mortgage servicing rights (a)</b>		
Gross carrying amount	\$ 1,482	\$ 2,620
Valuation allowance		(88)
Accumulated amortization		(896)
Net carrying amount	\$ 1,482	\$ 1,636
Total	\$ 1,997	\$ 2,216

(a) Upon the first quarter 2014 irrevocable election of fair value for commercial MSRs, the gross carrying amount of MSRs as of June 30, 2014 represents the fair value of both classes of MSRs.

Amortization expense on existing intangible assets follows:

**Table 91: Amortization Expense on Existing Intangible Assets**

In millions	
<b>Six months ended June 30, 2014</b>	\$ 65
Six months ended June 30, 2013 (a)	128
Remainder of 2014	62
2015	110
2016	93
2017	79
2018	68
2019	57

(a) Includes amortization expense recorded during the first six months of 2013 for commercial MSRs. As of January 1, 2014, PNC made an irrevocable election to measure commercial MSRs at fair value, and, accordingly, amortization expense for commercial MSRs is no longer recorded.

### CUSTOMER-RELATED AND OTHER INTANGIBLE ASSETS

Our customer-related and other intangible assets have finite lives. Core deposit intangibles are amortized on an accelerated basis, whereas the remaining other intangible assets are amortized on a straight-line basis. For customer-related and other intangibles, the estimated remaining useful lives range from less than 1 year to 10 years, with a weighted-average remaining useful life of 7 years.

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Changes in customer-related and other intangible assets during the first six months of 2014 follow:

**Table 92: Summary of Changes in Customer-Related and Other Intangible Assets**

In millions	Customer-Related
December 31, 2013	\$ 580
Amortization	(65)
<b>June 30, 2014</b>	<b>\$ 515</b>

### MORTGAGE SERVICING RIGHTS

We recognize as an other intangible asset the right to service mortgage loans for others. MSRs are purchased or originated when loans are sold with servicing retained. As of January 1, 2014, PNC made an irrevocable election to subsequently measure all classes of commercial MSRs at fair value in order to eliminate any potential measurement mismatch between our economic hedges and the commercial MSRs. The impact of the cumulative-effect adjustment to retained earnings was not material, and the valuation allowance associated with the commercial MSRs was reclassified to the gross carrying amount of commercial MSRs. We will recognize gains/(losses) on changes in the fair value of commercial MSRs as a result of the election. Commercial MSRs are subject to declines in value from actual or expected prepayment of the underlying loans and also from defaults. We manage this risk by economically hedging the fair value of commercial MSRs with securities and derivative instruments which are expected to increase (or decrease) in value when the value of commercial MSRs declines (or increases).

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 commercial MSRs accounted for at fair value during the first six months of 2014 follow:

**Table 93: Commercial Mortgage Servicing Rights Accounted for at Fair Value**

In millions	2014
January 1	\$ 552
Additions:	
From loans sold with servicing retained	17
Purchases	16
Changes in fair value due to:	
Time and payoffs (a)	(45)
Other (b)	(25)
June 30	\$ 515
<b>Unpaid principal balance of loans serviced for others at June 30</b>	<b>\$143,226</b>

- (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.

Prior to 2014, commercial MSRs were initially recorded at fair value and subsequently accounted for at the lower of amortized cost or fair value. These rights were substantially amortized in proportion to and over the period of estimated net servicing income of 5 to 10 years. Commercial MSRs were periodically evaluated for impairment. For purposes of impairment, the commercial MSRs were stratified based on asset type, which characterized the predominant risk of the underlying financial asset. If the carrying amount of any individual stratum exceeded its fair value, a valuation reserve was established with a corresponding charge to Corporate services on our Consolidated Income Statement.

Changes in commercial MSRs during the first six months of 2013, prior to the irrevocable fair value election, follow:

**Table 94: Commercial Mortgage Servicing Rights Accounted for Under the Amortization Method**

In millions	2013
<b>Commercial Mortgage Servicing Rights – Net Carrying Amount</b>	
January 1	\$ 420
Additions (a)	86
Amortization expense	(54)
Change in valuation allowance	73
June 30	\$ 525
<b>Commercial Mortgage Servicing Rights – Valuation Allowance</b>	
January 1	\$(176)
Provision	(4)
Recoveries	76
Other	1
June 30	\$(103)

- (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.

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

The fair value of residential MSRs is estimated by using a discounted 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.

Changes in the residential MSRs follow:

**Table 95 : Residential Mortgage Servicing Rights**

In millions	2014	2013
January 1	\$ 1,087	\$ 650
Additions:		
From loans sold with servicing retained	43	80
Purchases	17	64
Changes in fair value due to:		
Time and payoffs (a)	(64)	(105)
Other (b)	(116)	286
June 30	\$ 967	\$ 975
Unpaid principal balance of loans serviced for others at June 30	\$110,933	\$115,740

(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.

The fair value of commercial and residential MSRs and significant inputs to the valuation models as of June 30, 2014 are shown in the tables below. The expected and actual rates of mortgage loan prepayments are significant factors driving the fair value. Management uses both internal proprietary models and a third-party model 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 96: Commercial Mortgage Loan Servicing Rights – Key Valuation Assumptions**

Dollars in millions	June 30 2014	December 31 2013
Fair Value	\$ 515	\$ 552
Weighted-average life (years)	5.0	5.3
Weighted-average constant prepayment rate	8.19%	7.52%
Decline in fair value from 10% adverse change	\$ 11	\$ 12
Decline in fair value from 20% adverse change	\$ 21	\$ 23
Effective discount rate	6.66%	6.91%
Decline in fair value from 10% adverse change	\$ 14	\$ 18
Decline in fair value from 20% adverse change	\$ 29	\$ 35

**Table 97: Residential Mortgage Loan Servicing Rights – Key Valuation Assumptions**

Dollars in millions	June 30 2014	December 31 2013
Fair value	\$ 967	\$ 1,087
Weighted-average life (years)	7.1	7.9
Weighted-average constant prepayment rate	9.10%	7.61%
Decline in fair value from 10% adverse change	\$ 37	\$ 34
Decline in fair value from 20% adverse change	\$ 72	\$ 67
Weighted-average option adjusted spread	10.40%	10.24%
Decline in fair value from 10% adverse change	\$ 40	\$ 47
Decline in fair value from 20% adverse change	\$ 77	\$ 91

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

**Table 98 : Fees from Mortgage Loan Servicing**

In millions	2014	2013
Six months ended June 30	\$256	\$274
Three months ended June 30	127	137

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 and residential MSRs are reported on our Consolidated Income Statement in the line items Corporate services and Residential mortgage, respectively.

### **NOTE 10 CAPITAL SECURITIES OF A SUBSIDIARY TRUST AND PERPETUAL TRUST SECURITIES**

#### ***CAPITAL SECURITIES OF A SUBSIDIARY TRUST***

Our capital securities of a subsidiary trust ("Trust") are described in Note 14 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities in our 2013 Form 10-K. This Trust is a wholly-owned finance subsidiary of PNC. In the event of certain changes or amendments to regulatory requirements or federal tax rules, the capital securities are redeemable in whole. In accordance with GAAP, the financial

statements of the Trust are not included in PNC's consolidated financial statements.

The obligations of the parent of the Trust, when taken collectively, are the equivalent of a full and unconditional guarantee of the obligations of the 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 2013 Form 10-K.

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 2013 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 2013 Form 10-K. Our 2013 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.

## NOTE 11 CERTAIN EMPLOYEE BENEFIT AND STOCK BASED COMPENSATION PLANS

### PENSION AND POSTRETIREMENT PLANS

As described in Note 15 Employee Benefit Plans in our 2013 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 postretirement benefit cost for the first six months of 2014 and 2013, respectively, were as follows:

**Table 99: Net Periodic Pension and Postretirement Benefits Costs**

Three months ended June 30 In millions	Qualified Pension Plan		Nonqualified Retirement Plans		Postretirement Benefits	
	2014	2013	2014	2013	2014	2013
Net periodic cost consists of:						
Service cost	\$ 26	\$ 29	\$ 1	\$ 1	\$ 1	\$ 2
Interest cost	47	43	3	3	4	4
Expected return on plan assets	(72)	(72)				
Amortization of prior service credit	(2)	(2)				(1)
Amortization of actuarial losses		21	1	2		
Net periodic cost/(benefit)	\$ (1)	\$ 19	\$ 5	\$ 6	\$ 5	\$ 5

Six months ended June 30 In millions	Qualified Pension Plan		Nonqualified Retirement Plans		Postretirement Benefits	
	2014	2013	2014	2013	2014	2013
Net periodic cost consists of:						
Service cost	\$ 51	\$ 57	\$ 2	\$ 2	\$ 2	\$ 3
Interest cost	94	85	6	6	8	8
Expected return on plan assets	(144)	(144)				
Amortization of prior service credit	(4)	(4)				(2)
Amortization of actuarial losses		43	2	4		
Net periodic cost/(benefit)	\$ (3)	\$ 37	\$ 10	\$ 12	\$ 10	\$ 9

### STOCK BASED COMPENSATION PLANS

As more fully described in Note 16 Stock Based Compensation Plans in our 2013 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, 2014, no stock appreciation rights were outstanding.

Total compensation expense recognized related to all share-based payment arrangements during the first six months of 2014 and 2013 was \$104 million and \$84 million, respectively. At June 30, 2014, there was \$208 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.

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### NONQUALIFIED STOCK OPTIONS

Beginning in 2014, PNC discontinued the use of stock options as a standard element of our long-term equity incentive compensation programs under our Incentive Plans and did not grant any options in the first six months of 2014. Prior to 2014, options were 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 by using previously owned shares.

For purposes of computing stock option expense for 2013, we estimated the fair value of stock options at the grant date by using the Black-Scholes option-pricing model. Option pricing models require the use of numerous assumptions, many of which are subjective. We used the following assumptions in the Black-Scholes model to determine the 2013 grant date fair value, as follows:

**Table 100: Option Pricing Assumptions (a)**

Weighted-average for the six months ended June 30	2013
Risk-free interest rate	.9%
Dividend yield	2.5
Volatility	34.0
Expected life	6.5yrs.
Grant-date fair value	\$16.35

(a)PNC did not grant any stock options in the first six months of 2014.

There were no options granted in 2013 where the grant date fair value exceeded the market value. The following table represents the stock option activity for the first six months of 2014.

**Table 1 01: 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, 2013	10,354	\$ 57.57	544	\$ 662.28	10,898	\$ 87.75
Granted (a)						
Exercised	(2,663)	60.12			(2,663)	60.12
Cancelled	(40)	55.29	(19)	521.91	(59)	208.04
<b>Outstanding at June 30, 2014</b>	<b>7,651</b>	<b>\$ 56.69</b>	<b>525</b>	<b>\$ 667.45</b>	<b>8,176</b>	<b>\$ 95.89</b>
<b>Exercisable at June 30, 2014</b>	<b>7,405</b>	<b>\$ 56.51</b>	<b>525</b>	<b>\$ 667.45</b>	<b>7,930</b>	<b>\$ 96.94</b>

(a) PNC did not grant any stock options in the first six months of 2014.

During the first six months of 2014, we issued approximately 1.8 million common shares from treasury stock in connection with stock option exercise activity. As with past exercise activity, we currently intend to utilize primarily treasury stock 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. The Personnel and

Compensation Committee ("P&CC") of the Board of Directors approves the final award payout with respect to certain incentive/performance unit share awards.

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 reduction if PNC fails to meet certain risk-related performance metrics as specified in the award agreement. However, the P&CC has the discretion to waive any or all of this reduction 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.



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**Table 102: 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, 2013	1,647	\$ 63.49	3,483	\$ 62.70
Granted	723	79.90	1,114	81.28
Vested/Released	(513)	63.64	(843)	63.30
Forfeited	(11)	65.37	(67)	66.52
<b>June 30, 2014</b>	<b>1,846</b>	<b>\$ 69.86</b>	<b>3,687</b>	<b>\$ 68.11</b>

In the preceding 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.

### LIABILITY AWARDS

A summary of all nonvested, cash-payable incentive/performance units and restricted share unit activity follows:

**Table 103: Nonvested Cash-Payable Incentive/Performance Units and Restricted Share Units – Rollforward**

In thousands	Cash-Payable Incentive/Performance Units	Cash-Payable Restricted Share Units	Total
Outstanding at December 31, 2013	116	825	941
Granted	100	269	369
Vested and Released	(39)	(425)	(464)
Forfeited		(6)	(6)
<b>Outstanding at June 30, 2014</b>	<b>177</b>	<b>663</b>	<b>840</b>

The following table presents the notional amounts and gross fair values of all derivative assets and liabilities held by PNC:

**Table 104: Total Gross Derivatives**

In millions	June 30, 2014			December 31, 2013		
	Notional/Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)	Notional/Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)
Derivatives designated as hedging instruments under GAAP	\$ 39,529	\$ 1,228	\$ 264	\$ 36,197	\$ 1,189	\$ 364
Derivatives not designated as hedging instruments under GAAP	396,884	3,576	3,570	345,059	3,604	3,570
<b>Total gross derivatives</b>	<b>\$ 436,413</b>	<b>\$ 4,804</b>	<b>\$ 3,834</b>	<b>\$ 381,256</b>	<b>\$ 4,793</b>	<b>\$ 3,934</b>

(a) Included in Other assets on our Consolidated Balance Sheet.

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

All derivatives are carried on our Consolidated Balance Sheet at fair value. Any nonperformance risk, including credit risk, is included in the determination of the estimated net fair value of the derivatives. 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.

Included in the preceding table are cash-payable restricted share units granted to certain executives. These grants were made primarily as part of an annual bonus incentive deferral plan. While there are time-based and other vesting criteria, there are generally 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, 2014, the aggregate intrinsic value of all outstanding nonvested cash-payable incentive/performance units and restricted share units was \$75 million.

## NOTE 12 FINANCIAL DERIVATIVES

We use derivative financial instruments (derivatives) primarily to help manage exposure to interest rate, market and credit risk and reduce the effects that changes in interest rates may have on net income, the 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.

For more information regarding derivatives see Note 1 Accounting Policies and Note 17 Financial Derivatives in our Notes To Consolidated Financial Statements under Item 8 of our 2013 Form 10-K.

### DERIVATIVES DESIGNATED AS HEDGING INSTRUMENTS UNDER GAAP

Certain derivatives used to manage interest rate and foreign exchange 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,

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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.

For additional information on derivatives designated as hedging instruments under GAAP see Note 17 Financial Derivatives in our Notes To Consolidated Financial Statements under Item 8 of our 2013 Form 10-K.

Further detail regarding the notional amounts and fair values related to derivatives designated in hedge relationships is presented in the following table:

**Table 105: Derivatives Designated As Hedging Instruments under GAAP**

In millions	June 30, 2014			December 31, 2013		
	Notional/ Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)	Notional/ Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)
<b>Interest rate contracts:</b>						
Fair value hedges:						
Receive-fixed swaps (c)	\$18,860	\$ 876	\$ 93	\$16,446	\$ 871	\$ 230
Pay-fixed swaps (c) (d)	4,457	11	116	4,076	54	66
Subtotal	\$23,317	\$ 887	\$ 209	\$20,522	\$ 925	\$ 296
Cash flow hedges:						
Receive-fixed swaps (c)	\$15,223	\$ 341	\$ 12	\$14,737	\$ 264	\$ 58
Subtotal	\$15,223	\$ 341	\$ 12	\$14,737	\$ 264	\$ 58
<b>Foreign exchange contracts:</b>						
Net investment hedge	989		43	938		10
<b>Total derivatives designated as hedging instruments</b>	<b>\$39,529</b>	<b>\$1,228</b>	<b>\$ 264</b>	<b>\$36,197</b>	<b>\$1,189</b>	<b>\$ 364</b>

(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, 41% were based on 1-month LIBOR and 59% on 3-month LIBOR at June 30, 2014 compared with 43% and 57%, respectively, at December 31, 2013.

(d) Includes zero-coupon swaps.

### FAIR VALUE HEDGES

We enter into receive-fixed, pay-variable interest rate swaps to hedge changes in the fair value of outstanding fixed-rate debt and borrowings caused by fluctuations in market interest rates. 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. For these hedge relationships, we use statistical regression analysis to assess hedge effectiveness at both the inception of the hedge relationship and on an ongoing basis. There were no components of derivative gains or losses excluded from the assessment of hedge effectiveness.

Further detail regarding gains (losses) on fair value hedge derivatives and related hedged items is presented in the following table:

**Table 106: Gains (Losses) on Derivatives and Related Hedged Items – Fair Value Hedges**

In millions	Hedged Items	Location	Three months ended				Six months ended			
			June 30, 2014	June 30, 2013	June 30, 2014	June 30, 2013	June 30, 2014	June 30, 2013	June 30, 2014	June 30, 2013
			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	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
Interest rate contracts	U.S. Treasury and Government Agencies Securities	Investment securities (interest income)	\$ (53)	\$ 55	\$ 41	\$ (43)	\$ (83)	\$ 86	\$ 63	\$ (66)
Interest rate contracts	Other Debt Securities	Investment securities (interest income)	(2)	1	3	(3)	(1)	1	5	(5)
Interest rate contracts	Subordinated debt	Borrowed funds (interest expense)	51	(60)	(195)	190	74	(89)	(263)	256
Interest rate contracts	Bank notes and senior debt	Borrowed funds (interest expense)	50	(52)	(206)	204	59	(62)	(271)	268
<b>Total (a)</b>			<b>\$ 46</b>	<b>\$ (56)</b>	<b>\$ (357)</b>	<b>\$ 348</b>	<b>\$ 49</b>	<b>\$ (64)</b>	<b>\$ (466)</b>	<b>\$ 453</b>

(a) The ineffective portion of the change in value of our fair value hedge derivatives resulted in net losses of \$10 million for the three months ended June 30, 2014 and net losses of \$15 million for the six months ended June 30, 2014 compared with net losses of \$9 million for the three months ended June 30, 2013 and net losses of \$13 million for the six months ended June 30, 2013.

### 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, 2014, we expect to reclassify from the amount currently reported in Accumulated other comprehensive income, net derivative gains of \$225 million pretax, or \$146 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, 2014. The maximum length of time over which forecasted loan cash flows are hedged is 10 years. We use statistical regression analysis to assess the effectiveness of these hedge relationships at both the inception of the hedge relationship and on an ongoing basis.

We also periodically enter into forward purchase and sale contracts to hedge the variability of the consideration that will

be paid or received related to the purchase or sale of 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, 2014, we expect to reclassify from the amount currently reported in Accumulated other comprehensive income, net derivative gains of \$19 million pretax, or \$12 million after-tax, as adjustments of yield on investment securities. As of June 30, 2014 there were no forward purchase or sale contracts designated in a cash flow hedge relationship.

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 2014 and 2013, 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.

Further detail regarding gains (losses) on derivatives and related cash flows is presented in the following table:

**Table 107: Gains (Losses) on Derivatives and Related Cash Flows – Cash Flow Hedges (a) (b)**

In millions	Three months ended June 30		Six months ended June 30	
	2014	2013	2014	2013
Gains (Losses) on Derivatives Recognized in OCI – (Effective Portion)	\$ 138	\$ (193)	\$210	\$(179)
Less: Gains (Losses) Reclassified from Accumulated OCI into Income – (Effective Portion)				
Interest income	64	80	136	186
Noninterest income	(7)	8	(2)	23
Total Gains (Losses) Reclassified from Accumulated OCI into Income – (Effective Portion)	57	88	134	209
Net unrealized gains (losses) on cash flow hedge derivatives	\$ 81	\$ (281)	\$ 76	\$(388)

(a) All cash flow hedge derivatives are interest rate contracts as of June 30, 2014 and June 30, 2013.

(b) The amount of cash flow hedge ineffectiveness recognized in income was not material for the periods presented.

### 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 2014 and 2013, there was no net investment hedge ineffectiveness.

Further detail on gains (losses) on net investment hedge derivatives is presented in the following table:

**Table 108: Gains (Losses) on Derivatives – Net Investment Hedges**

In millions	Three months ended June 30		Six months ended June 30	
	2014	2013	2014	2013
Gains (Losses) on Derivatives Recognized in OCI (Effective Portion)				
Foreign exchange contracts	\$ (26)	\$ (1)	\$ (33)	\$56

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### DERIVATIVES NOT DESIGNATED AS HEDGING INSTRUMENTS UNDER GAAP

We also enter into derivatives that are not designated as accounting hedges under GAAP.

For additional information on derivatives not designated as hedging instruments under GAAP see Note 17 Financial Derivatives in our Notes To Consolidated Financial Statements under Item 8 of our 2013 Form 10-K.

Further detail regarding the notional amounts and fair values related to derivatives not designated in hedge relationships is presented in the following table:

**Table 109: Derivatives Not Designated As Hedging Instruments under GAAP**

	June 30, 2014			December 31, 2013		
	Notional/ Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)	Notional/ Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)
In millions						
<u>Derivatives used for residential mortgage banking activities:</u>						
Residential mortgage servicing						
Interest rate contracts:						
Swaps	\$ 35,434	\$ 619	\$ 291	\$ 37,424	\$ 654	\$ 360
Swaptions	1,848	25	21	845	18	18
Futures (c)	31,696			49,250		
Futures options	99,825	22	10	24,000	10	2
Mortgage-backed securities commitments	525	3		832		3
Subtotal	\$ 169,328	\$ 669	\$ 322	\$ 112,351	\$ 682	\$ 383
Loan sales						
Interest rate contracts:						
Futures (c)	\$ 188			\$ 350		
Bond options	300			200	\$ 1	
Mortgage-backed securities commitments	4,921	\$ 11	\$ 31	5,173	26	\$ 9
Residential mortgage loan commitments	2,353	26		1,605	13	
Subtotal	\$ 7,762	\$ 37	\$ 31	\$ 7,328	\$ 40	\$ 9
Subtotal	\$ 177,090	\$ 706	\$ 353	\$ 119,679	\$ 722	\$ 392
<u>Derivatives used for commercial mortgage banking activities:</u>						
Interest rate contracts:						
Swaps	\$ 2,904	\$ 37	\$ 46	\$ 2,158	\$ 23	\$ 52
Swaptions	440	3	3	125		3
Futures (c)	15,756			4,598		
Futures options	18,500	6	6	45,500	15	4
Commercial mortgage loan commitments	1,499	11	5	673	20	11
Subtotal	\$ 39,099	\$ 57	\$ 60	\$ 53,054	\$ 58	\$ 70
Credit contracts:						
Credit default swaps	95		1	95		
Subtotal	\$ 39,194	\$ 57	\$ 61	\$ 53,149	\$ 58	\$ 70
<u>Derivatives used for customer-related activities:</u>						
Interest rate contracts:						
Swaps	\$ 139,583	\$ 2,578	\$ 2,491	\$ 134,408	\$ 2,540	\$ 2,445
Caps/floors – Sold	4,724		13	4,789		11
Caps/floors – Purchased	5,635	32		5,519	37	
Swaptions	2,559	61	28	2,354	49	51
Futures (c)	3,137			1,856		
Mortgage-backed securities commitments	2,109	5	7	1,515	4	3
Subtotal	\$ 157,747	\$ 2,676	\$ 2,539	\$ 150,441	\$ 2,630	\$ 2,510
Foreign exchange contracts	13,878	134	161	14,316	192	172
Credit contracts:						
Risk participation agreements	5,267	2	4	4,777	2	4
Subtotal	\$ 176,892	\$ 2,812	\$ 2,704	\$ 169,534	\$ 2,824	\$ 2,686

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	June 30, 2014			December 31, 2013		
	Notional/ Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)	Notional/ Contract Amount	Asset Fair Value (a)	Liability Fair Value (b)
In millions						
<b>Derivatives used for other risk management activities:</b>						
Interest rate contracts:						
Swaps	\$ 473			\$ 511		
Futures (c)	532			838		
Residential mortgage loan commitments	20					
Subtotal	\$ 1,025			\$ 1,349		
Foreign exchange contracts	1,242	\$ 1	\$ 9	8		
Credit contracts:						
Credit default swaps	15					
Other contracts (d)	1,426		443	1,340		\$ 422
Subtotal	\$ 3,708	\$ 1	\$ 452	\$ 2,697		\$ 422
Total derivatives not designated as hedging instruments	\$ 396,884	\$ 3,576	\$ 3,570	\$ 345,059	\$ 3,604	\$ 3,570

(a) Included in Other assets on our Consolidated Balance Sheet.

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

(c) Futures contracts settle in cash daily and therefore, no derivative asset or liability is recognized on our Consolidated Balance Sheet.

(d) 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. Refer to Note 8 Fair Value for additional information on the Visa swaps.

Further detail regarding the gains (losses) on derivatives not designated in hedging relationships is presented in the following table:

**Table 1 10: Gains (Losses) on Derivatives Not Designated As Hedging Instruments under GAAP**

	Three months ended June 30		Six months ended June 30	
	2014	2013	2014	2013
In millions				
<b>Derivatives used for residential mortgage banking activities:</b>				
Residential mortgage servicing				
Interest rate contracts	\$ 57	\$ (172)	\$ 110	\$ (211)
Loan sales				
Interest rate contracts	(10)	143	(12)	228
Gains (losses) included in residential mortgage banking activities (a)	\$ 47	\$ (29)	\$ 98	\$ 17
<b>Derivatives used for commercial mortgage banking activities:</b>				
Interest rate contracts (b) (c)	\$ 23	\$ 1	\$ 43	\$ 7
Credit contracts (c)	(1)		(1)	(1)
Gains (losses) from commercial mortgage banking activities	\$ 22	\$ 1	\$ 42	\$ 6
<b>Derivatives used for customer-related activities:</b>				
Interest rate contracts	\$ 11	\$ 67	\$ 10	\$ 86
Foreign exchange contracts	22	20	48	59
Equity contracts				(3)
Credit contracts	(1)	(2)		(3)
Gains (losses) from customer-related activities (c)	\$ 32	\$ 85	\$ 58	\$ 139
<b>Derivatives used for other risk management activities:</b>				
Interest rate contracts	\$ (11)	\$ 4	\$ (15)	\$ 4
Foreign exchange contracts	(5)	2	(7)	2
Other contracts (d)	(19)	(18)	(27)	(77)
Gains (losses) from other risk management activities (c)	\$ (35)	\$ (12)	\$ (49)	\$ (71)
Total gains (losses) from derivatives not designated as hedging instruments	\$ 66	\$ 45	\$ 149	\$ 91

(a) Included in Residential mortgage noninterest income.

(b) Included in Corporate services noninterest income.

(c) Included in Other noninterest income.

(d) Includes BlackRock LTIP funding obligation and the swaps entered into in connection with sales of a portion of Visa Class B common shares.

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### CREDIT DERIVATIVES

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. The credit derivative underlying is based on the credit risk of a specific entity, entities, or an index. Detail regarding credit default swaps and risk participations sold follows.

**Table 111: Credit Default Swaps (a)**

	June 30, 2014			December 31, 2013	
	Notional Amount	Fair Value	Weighted-Average Remaining Maturity In Years	Notional Amount	Weighted-Average Remaining Maturity In Years
Dollars in millions					
<b>Credit Default Swaps – Purchased (b)</b>					
Single name	\$ 50	\$ (1)	6.2	\$ 35	7.3
Index traded	60		34.7	60	35.2
Total	\$ 110	\$ (1)	21.8	\$ 95	24.9

(a) There were no credit default swaps sold as of June 30, 2014 and December 31, 2013.

(b) The fair value of credit default swaps purchased was less than \$1 million as of December 31, 2013.

The notional amount of these credit default swaps by credit rating is presented in the following table:

**Table 11 2: Credit Ratings of Credit Default Swaps (a)**

In millions	June 30 2014	December 31 2013
<b>Credit Default Swaps – Purchased</b>		
Investment grade (b)	\$ 95	\$ 95
Subinvestment grade	15	
Total (c)	\$ 110	\$ 95

(a) There were no credit default swaps sold as of June 30, 2014 and December 31, 2013.

(b) Investment grade with a rating of BBB-/Baa3 or above based on published rating agency information.

(c) There were no subinvestment grade credit default swaps purchased as of December 31, 2013.

Subinvestment grade represents a rating below BBB-/Baa3 based on published rating agency information.

The referenced/underlying assets for these credit default swaps is presented in the following table:

**Table 113: Referenced/Underlying Assets of Credit Default Swaps**

	June 30 2014	December 31 2013
Corporate debt	45%	37%
Commercial mortgage-backed securities	55%	63%

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### RISK PARTICIPATION AGREEMENTS

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 purchased and sold are included in these derivative tables: Tables 109 and 110.

Further detail regarding the notional amount, fair value and weighted average remaining maturities in years for risk participation agreements sold is presented in the following table:

**Table 114: Risk Participation Agreements Sold**

	June 30, 2014			December 31, 2013		
	Notional Amount	Fair Value	Weighted-Average Remaining Maturity In Years	Notional Amount	Fair Value	Weighted-Average Remaining Maturity In Years
Dollars in millions						
<b>Risk Participation Agreements Sold</b>	<b>\$2,810</b>	<b>\$ (4)</b>	<b>5.8</b>	<b>\$2,770</b>	<b>\$ (4)</b>	<b>6.1</b>

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 115: Internal Credit Ratings of Risk Participation Agreements Sold**

	June 30 2014	December 31 2013
Pass (a)	99%	98%
Below pass (b)	1%	2%

(a) Indicates the expected risk of default is currently low.

(b) Indicates a higher degree of risk of default.

We have sold risk participation agreements with terms ranging from less than 1 year to 23 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. Assuming all underlying swap counterparties defaulted at June 30, 2014, the exposure from

these agreements would be \$107 million based on the fair value of the underlying swaps, compared with \$77 million at December 31, 2013.

### OFFSETTING, COUNTERPARTY CREDIT RISK, AND CONTINGENT FEATURES

We, generally, 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.

For additional information on derivative offsetting, counterparty credit risk, and contingent features see Note 17 Financial Derivatives in our Notes To Consolidated Financial Statements under Item 8 of our 2013 Form 10-K. Refer to Note 17 Commitments and Guarantees in this Report for additional information related to resale and repurchase agreements offsetting.



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The following derivative Table 116 shows the impact legally enforceable master netting agreements had on our derivative assets and derivative liabilities as of June 30, 2014 and December 31, 2013. 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.

**Table 116: Derivative Assets and Liabilities Offsetting**

June 30, 2014 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	Cash			
		Offset Amount	Collateral			
Derivative assets						
Interest rate contracts	\$ 4,667	\$ 2,209	\$ 515	\$ 1,943	\$ 99	\$ 1,844
Foreign exchange contracts	135	30	5	100		100
Credit contracts	2	1	1			
Total derivative assets (a) (b)	\$ 4,804	\$ 2,240	\$ 521	\$ 2,043 (c)	\$ 99	\$ 1,944

June 30, 2014 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	\$ 3,173	\$ 2,133	\$ 550	\$ 490		\$ 490
Foreign exchange contracts	213	103	56	54		54
Credit contracts	5	4	1			
Other contracts	443			443		443
Total derivative liabilities (a) (b)	\$ 3,834	\$ 2,240	\$ 607	\$ 987 (d)		\$ 987

		Amounts Offset on the Consolidated Balance Sheet		Net Fair Value Derivative Assets	Securities Collateral Held Under Master Netting Agreements	Net Amounts
December 31, 2013	Gross Fair Value Derivative Assets	Fair Value Offset Amount	Cash Collateral			
In millions						
Derivative assets						
Interest rate contracts	\$ 4,599	\$ 2,468	\$ 556	\$ 1,575	\$ 115	\$ 1,460
Foreign exchange contracts	192	64	9	119		119
Credit contracts	2	1		1		1
Total derivative assets (a) (b)	\$ 4,793	\$ 2,533	\$ 565	\$ 1,695 (c)	\$ 115	\$ 1,580

December 31, 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	Cash			
		Offset Amount	Collateral			
Derivative liabilities						
Interest rate contracts	\$ 3,326	\$ 2,447	\$ 473	\$ 406		\$ 406
Foreign exchange contracts	182	83	23	76		76
Credit contracts	4	3	1			
Other contracts	422			422		422
Total derivative liabilities (a) (b)	\$ 3,934	\$ 2,533	\$ 497	\$ 904 (d)		\$ 904

(a) There were no derivative assets and liabilities equity contracts as of June 30, 2014 and December 31, 2013.

(b) Included derivative assets and derivative liabilities as of June 30, 2014 totaling \$435 million and \$379 million, respectively, related to interest rate contracts executed bilaterally with counterparties in the OTC market and novated to and cleared through a central clearing house. The comparable amounts as of December 31, 2013 totaled \$331 million and \$224 million, respectively. Derivative assets and liabilities as of June 30, 2014 and December 31, 2013 related to exchange-traded interest rate contracts were not material. As of June 30, 2014 and December 31, 2013, these contracts were not subject to offsetting. The remaining gross and net derivative assets and liabilities relate to contracts executed bilaterally with counterparties that are not settled through an organized exchange or central clearing house.

(c) Represents the net amount of derivative assets included in Other assets on our Consolidated Balance Sheet.

(d) Represents the net amount of derivative liabilities included in Other liabilities on our Consolidated Balance Sheet.

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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, 2014, we held cash, U.S. government securities and mortgage-backed securities totaling \$703 million under master netting and other collateral agreements to collateralize net derivative assets due from counterparties, and we have pledged cash totaling \$656 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, 2014 was \$760 million for which PNC had posted collateral of \$609 million in the normal course of business. The maximum additional 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, 2014 would be \$151 million.

## NOTE 13 EARNINGS PER SHARE

*Table 117: Basic and Diluted Earnings per Common Share*

	Three months ended June 30		Six months ended June 30	
	2014	2013	2014	2013
In millions, except per share data				
<b>Basic</b>				
Net income (a)	\$1,052	\$1,115	\$2,112	\$2,110
Less:				
Net income (loss) attributable to noncontrolling interests (a)	3	4	1	(4)
Preferred stock dividends and discount accretion and redemptions	48	53	118	128
Net income attributable to common shares	1,001	1,058	1,993	1,986
Less:				
Dividends and undistributed earnings allocated to nonvested restricted shares	3	5	6	9
Net income attributable to basic common shares	\$ 998	\$1,053	\$1,987	\$1,977
Basic weighted-average common shares outstanding	532	528	532	527
Basic earnings per common share (b)	\$ 1.88	\$ 2.00	\$ 3.73	\$ 3.75
<b>Diluted</b>				
Net income attributable to basic common shares	\$ 998	\$1,053	\$1,987	\$1,977
Less: Impact of BlackRock earnings per share dilution	3	4	9	9
Net income attributable to diluted common shares	\$ 995	\$1,049	\$1,978	\$1,968
Basic weighted-average common shares outstanding	532	528	532	527
Dilutive potential common shares (c) (d)	7	3	7	3
Diluted weighted-average common shares outstanding	539	531	539	530
Diluted earnings per common share (b)	\$ 1.85	\$ 1.98	\$ 3.67	\$ 3.72

(a) Amounts for 2013 periods have been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.

(b) 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).

(c) Excludes stock options considered to be anti-dilutive of 1 million for the three months and six months ended June 30, 2014 and June 30, 2013, respectively.

(d) Excludes warrants considered to be anti-dilutive of 17 million for the six months ended June 30, 2013. No warrants were considered to be anti-dilutive for the three months and six months ended June 30, 2014 and the three months ended June 30, 2013.

## NOTE 14 TOTAL EQUITY AND OTHER COMPREHENSIVE INCOME

Activity in total equity for the first six months of 2013 and 2014 follows.

**Table 118: 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 December 31, 2012	528	\$2,690	\$3,590	\$12,193	\$20,265	\$ 834	\$ (569)	\$ 2,762	\$41,765
Cumulative effect of adopting ASU 2014-01 (a)					(55)			10	(45)
Balance at January 1, 2013	528	\$2,690	\$3,590	\$12,193	\$20,210	\$ 834	\$ (569)	\$ 2,772	\$41,720
Net income (a)					2,114			(4)	2,110
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 (b)					(7)			(368)	(375)
Common stock activity	1	3		32					35
Treasury stock activity	2			(42)			116		74
Preferred stock redemption – Series L (c)			(150)						(150)
Preferred stock issuance – Series R (d)			496						496
Other				51				(733)	(682)
Balance at June 30, 2013 (e)	531	\$2,693	\$3,939	\$12,234	\$21,752	\$ 45	\$ (453)	\$ 1,667	\$41,877
Balance at December 31, 2013	533	\$2,698	\$3,941	\$12,416	\$23,325	\$ 436	\$ (408)	\$ 1,689	\$44,097
Cumulative effect of adopting ASU 2014-01 (a)					(74)			14	(60)
Cumulative effect of adopting ASC 860-50 (f)					2				2
Balance at January 1, 2014	533	\$2,698	\$3,941	\$12,416	\$23,253	\$ 436	\$ (408)	\$ 1,703	\$44,039
Net income					2,111			1	2,112
Other comprehensive income (loss), net of tax						445			445
Cash dividends declared									
Common (\$.92 per share)					(491)				(491)
Preferred					(115)				(115)
Preferred stock discount accretion			3		(3)				
Common stock activity	1	5		55					60
Treasury stock activity	(2)			11			(176)		(165)
Other				24				(116)	(92)
<b>Balance at June 30, 2014 (e)</b>	<b>532</b>	<b>\$2,703</b>	<b>\$3,944</b>	<b>\$12,506</b>	<b>\$24,755</b>	<b>\$ 881</b>	<b>\$ (584)</b>	<b>\$ 1,588</b>	<b>\$45,793</b>

- (a) Amounts for 2013 periods have been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits. See Note 1 Accounting Policies for further detail of the adoption.
- (b) Relates to the redemption of REIT preferred securities in the first quarter of 2013. See Note 14 Capital Securities of Subsidiary Trusts and Perpetual Trust Securities for additional information in our Notes To Consolidated Financial Statements under Item 8 of our 2013 Form 10-K.
- (c) 1,500 Series L preferred shares with a \$1 par value were redeemed on April 19, 2013.
- (d) 5,000 Series R preferred shares with a \$1 par value were issued on May 7, 2013.
- (e) The par value of our preferred stock outstanding was less than \$.5 million at each date and, therefore, is excluded from this presentation.
- (f) Amount represents the cumulative impact of our January 1, 2014 irrevocable election to prospectively measure all classes of commercial MSR's at fair value. See Note 1 Accounting Policies in Part 1. Item 1 of our Form 10-Q for the quarter ended March 31, 2014 and Note 9 Goodwill and Other Intangible Assets in this Report for more information on this election.

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**Table 119: Other Comprehensive Income**

Details of other comprehensive income (loss) are as follows:

In millions	Pretax	Tax	After-tax
<b>Net unrealized gains (losses) on non-OTTI securities</b>			
Balance at March 31, 2013	\$1,688	\$(619)	\$1,069
<b>Second Quarter 2013 activity</b>			
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 interest income	11	(4)	7
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income	53	(19)	34
<b>Net unrealized gains (losses) on non-OTTI securities</b>	<b>(793)</b>	<b>287</b>	<b>(506)</b>
Balance at June 30, 2013	895	(332)	563
Balance at March 31, 2014	836	(307)	529
<b>Second Quarter 2014 activity</b>			
Increase in net unrealized gains (losses) on non-OTTI securities	220	(80)	140
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities interest income	7	(2)	5
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income	1		1
<b>Net unrealized gains (losses) on non-OTTI securities</b>	<b>212</b>	<b>(78)</b>	<b>134</b>
<b>Balance at June 30, 2014</b>	<b>\$1,048</b>	<b>\$(385)</b>	<b>\$ 663</b>
<b>Net unrealized gains (losses) on OTTI securities</b>			
Balance at March 31, 2013	\$ (54)	\$ 21	\$ (33)
<b>Second Quarter 2013 activity</b>			
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)
<b>Net unrealized gains (losses) on OTTI securities</b>	<b>(45)</b>	<b>16</b>	<b>(29)</b>
Balance at June 30, 2013	(99)	37	(62)
Balance at March 31, 2014	102	(37)	65
<b>Second Quarter 2014 activity</b>			
Increase in net unrealized gains (losses) on OTTI securities	40	(14)	26
Less: OTTI losses realized on securities reclassified to noninterest income	(1)		(1)
<b>Net unrealized gains (losses) on OTTI securities</b>	<b>41</b>	<b>(14)</b>	<b>27</b>
<b>Balance at June 30, 2014</b>	<b>\$ 143</b>	<b>\$ (51)</b>	<b>\$ 92</b>
<b>Net unrealized gains (losses) on cash flow hedge derivatives</b>			
Balance at March 31, 2013	\$ 804	\$(294)	\$ 510
<b>Second Quarter 2013 activity</b>			
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
<b>Net unrealized gains (losses) on cash flow hedge derivatives</b>	<b>(281)</b>	<b>103</b>	<b>(178)</b>
Balance at June 30, 2013	523	(191)	332
Balance at March 31, 2014	379	(139)	240
<b>Second Quarter 2014 activity</b>			
Increase in net unrealized gains (losses) on cash flow hedge derivatives	138	(50)	88
Less: Net gains (losses) realized as a yield adjustment reclassified to loan interest income (a)	61	(23)	38
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities interest income (a)	3	(1)	2
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income (a)	(7)	3	(4)
<b>Net unrealized gains (losses) on cash flow hedge derivatives</b>	<b>81</b>	<b>(29)</b>	<b>52</b>
<b>Balance at June 30, 2014</b>	<b>\$ 460</b>	<b>\$(168)</b>	<b>\$ 292</b>

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In millions	Pretax	Tax	After-tax
<b>Pension and other postretirement benefit plan adjustments</b>			
Balance at March 31, 2013	\$(1,180)	\$432	\$ (748)
<b>Second Quarter 2013 activity</b>			
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)
Balance at March 31, 2014	(292)	107	(185)
<b>Second Quarter 2014 activity</b>			
Net pension and other postretirement benefit plan activity	10	(4)	6
Amortization of actuarial loss (gain) reclassified to other noninterest expense	1	(1)	
Amortization of prior service cost (credit) reclassified to other noninterest expense	(2)	1	(1)
Total Second Quarter 2014 activity	9	(4)	5
<b>Balance at June 30, 2014</b>	<b>\$ (283)</b>	<b>\$103</b>	<b>\$ (180)</b>
<b>Other</b>			
Balance at March 31, 2013	\$ (47)	\$ 16	\$ (31)
<b>Second Quarter 2013 Activity</b>			
PNC's portion of BlackRock's OCI	(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)
Balance at March 31, 2014	(9)	16	7
<b>Second Quarter 2014 Activity</b>			
PNC's portion of BlackRock's OCI	(4)	2	(2)
Net investment hedge derivatives (b)	(26)	9	(17)
Foreign currency translation adjustments (c)	26		26
Total Second Quarter 2014 activity	(4)	11	7
<b>Balance at June 30, 2014</b>	<b>\$ (13)</b>	<b>\$ 27</b>	<b>\$ 14</b>

(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.

(c) As of September 30, 2013, PNC made an assertion under ASC 740 – Income Taxes that the earnings of PNC's Luxembourg-UK lending business were indefinitely reinvested; thereafter, no U.S. deferred income tax has been recorded on the foreign currency translation of the investment.

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In millions	Pretax	Tax	After-tax
<b>Net unrealized gains (losses) on non-OTTI securities</b>			
Balance at December 31, 2012	\$1,858	\$(681)	\$1,177
<b>2013 activity</b>			
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 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
Balance at December 31, 2013	647	(238)	409
<b>2014 activity</b>			
Increase in net unrealized gains (losses) on non-OTTI securities	421	(154)	267
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities interest income	14	(5)	9
Less: Net gains (losses) realized on sale of securities reclassified to noninterest income	6	(2)	4
Net unrealized gains (losses) on non-OTTI securities	401	(147)	254
<b>Balance at June 30, 2014</b>	<b>\$1,048</b>	<b>\$(385)</b>	<b>\$ 663</b>
<b>Net unrealized gains (losses) on OTTI securities</b>			
Balance at December 31, 2012	\$ (195)	\$ 72	\$ (123)
<b>2013 activity</b>			
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)
Balance at December 31, 2013	36	(12)	24
<b>2014 activity</b>			
Increase in net unrealized gains (losses) on OTTI securities	104	(38)	66
Less: OTTI losses realized on securities reclassified to noninterest income	(3)	1	(2)
Net unrealized gains (losses) on OTTI securities	107	(39)	68
<b>Balance at June 30, 2014</b>	<b>\$ 143</b>	<b>\$ (51)</b>	<b>\$ 92</b>
<b>Net unrealized gains (losses) on cash flow hedge derivatives</b>			
Balance at December 31, 2012	\$ 911	\$(333)	\$ 578
<b>2013 activity</b>			
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
Balance at December 31, 2013	384	(141)	243
<b>2014 activity</b>			
Increase in net unrealized gains (losses) on cash flow hedge derivatives	210	(76)	134
Less: Net gains (losses) realized as a yield adjustment reclassified to loan interest income (a)	130	(48)	82
Less: Net gains (losses) realized as a yield adjustment reclassified to investment securities interest income (a)	6	(2)	4
Less: Net gains (losses) realized on sales of securities reclassified to noninterest income (a)	(2)	1	(1)
Net unrealized gains (losses) on cash flow hedge derivatives	76	(27)	49
<b>Balance at June 30, 2014</b>	<b>\$ 460</b>	<b>\$(168)</b>	<b>\$ 292</b>

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In millions	Pretax	Tax	After-tax
<b>Pension and other postretirement benefit plan adjustments</b>			
Balance at December 31, 2012	\$ (1,226)	\$ 449	\$ (777)
<b>2013 Activity</b>			
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)
Balance at December 31, 2013	(374)	137	(237)
<b>2014 Activity</b>			
Net pension and other postretirement benefit plan activity	93	(35)	58
Amortization of actuarial loss (gain) reclassified to other noninterest expense	2	(1)	1
Amortization of prior service cost (credit) reclassified to other noninterest expense	(4)	2	(2)
Total 2014 Activity	91	(34)	57
<b>Balance at June 30, 2014</b>	<b>\$ (283)</b>	<b>\$ 103</b>	<b>\$ (180)</b>
<b>Other</b>			
Balance at December 31, 2012	\$ (41)	\$ 20	\$ (21)
<b>2013 Activity</b>			
PNC's portion of BlackRock's OCI	(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)
Balance at December 31, 2013	(20)	17	(3)
<b>2014 Activity</b>			
PNC's portion of BlackRock's OCI	7	(2)	5
Net investment hedge derivatives (b)	(33)	12	(21)
Foreign currency translation adjustments (c)	33		33
Total 2014 activity	7	10	17
<b>Balance at June 30, 2014</b>	<b>\$ (13)</b>	<b>\$ 27</b>	<b>\$ 14</b>

(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.

(c) As of September 30, 2013, PNC made an assertion under ASC 740 – Income Taxes that the earnings of PNC's Luxembourg-UK lending business were indefinitely reinvested; thereafter, no U.S. deferred income tax has been recorded on the foreign currency translation of the investment.

**Table 120: Accumulated Other Comprehensive Income (Loss) Components**

In millions	June 30, 2014		December 31, 2013	
	Pretax	After-tax	Pretax	After-tax
Net unrealized gains (losses) on non-OTTI securities	\$ 1,048	\$ 663	\$ 647	\$ 409
Net unrealized gains (losses) on OTTI securities	143	92	36	24
Net unrealized gains (losses) on cash flow hedge derivatives	460	292	384	243
Pension and other postretirement benefit plan adjustments	(283)	(180)	(374)	(237)
Other	(13)	14	(20)	(3)
<b>Accumulated other comprehensive income (loss)</b>	<b>\$ 1,355</b>	<b>\$ 881</b>	<b>\$ 673</b>	<b>\$ 436</b>



## NOTE 15 INCOME TAXES

The net operating loss carryforwards at June 30, 2014 and December 31, 2013 follow:

**Table 121: Net Operating Loss Carryforwards and Tax Credit Carryforwards**

In millions	June 30 2014	December 31 2013
<b>Net Operating Loss Carryforwards:</b>		
Federal	\$1,066	\$ 1,116
State	2,779	2,958
<b>Tax Credit Carryforwards:</b>		
Federal	\$ 154	\$ 221
State	7	7

The federal net operating loss carryforward expires in 2032. The state net operating loss carryforwards will expire from 2014 to 2031. The majority of the tax credit carryforwards expire in 2033. 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, but a valuation allowance of \$60 million has been recorded against certain state tax carryforwards as of June 30, 2014. ASU 2013-11, which was adopted as of January 1, 2014, requires entities to present an unrecognized tax benefit as a reduction to a deferred tax asset for a net operating loss carryforward or a tax credit carryover. If these tax positions were successfully challenged by a state, the state net operating losses listed above could be reduced by \$60 million.

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 2004 through 2008.

The Company had unrecognized tax benefits of \$89 million at June 30, 2014 and \$110 million at December 31, 2013. At June 30, 2014, \$74 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 \$57 million within the next twelve months.

ASU 2014-01 was adopted effective January 1, 2014. Under this standard, amortization of investments in qualified low income housing tax credits is reported within income tax expense. Certain amounts for 2013 periods including income tax provision have been updated to reflect the adoption.

## NOTE 16 LEGAL PROCEEDINGS

We establish accruals for legal proceedings, including litigation and regulatory and governmental investigations and inquiries, when information related to the loss contingencies represented by those matters indicates both that a loss is probable and that the amount of loss can be reasonably estimated. Any such accruals are adjusted thereafter as appropriate to reflect changed circumstances. When we are able to do so, we also determine estimates of possible losses or ranges of possible losses, whether in excess of any related accrued liability or where there is no accrued liability, for disclosed legal proceedings ("Disclosed Matters," which are those matters disclosed in this Note 16 as well as those matters disclosed in Note 23 Legal Proceedings in Part II, Item 8 of our 2013 Form 10-K and Note 16 Legal Proceedings in Part I, Item 1 of our Form 10-Q for the quarter ended March 31, 2014 (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, 2014, we estimate that it is reasonably possible that we could incur losses in an aggregate amount of up to approximately \$725 million. The estimates included in this amount are based on our analysis of currently available information and are subject to significant judgment and a variety of assumptions and uncertainties. As new information is obtained we may change our estimates. Due to the inherent subjectivity of the assessments and unpredictability of outcomes of legal proceedings, any amounts accrued or included in this aggregate amount may not represent the ultimate loss to us from the legal proceedings in question. Thus, our exposure and ultimate losses may be higher, and possibly significantly so, than the amounts accrued or this aggregate amount.

In our experience, legal proceedings are inherently unpredictable. One or more of the following factors frequently contribute to this inherent unpredictability: 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 other party is seeking relief other than or in addition to compensatory damages (including, in the case of regulatory and governmental investigations and inquiries, the possibility of fines and penalties); 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; the possible outcomes may not be amenable to the use of statistical or quantitative analytical

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tools; predicting possible outcomes depends on making assumptions about future decisions of courts or regulatory bodies or the behavior of other parties; 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 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.

As a result of these types of factors, 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, and the aggregate estimated amount provided above does not include an estimate for every Disclosed Matter. 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 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 updates our disclosure of legal proceedings from that provided in Prior Disclosure.

### OVERDRAFT LITIGATION

With respect to the two cases consolidated for pre-trial proceedings in the United States District Court for the Southern District of Florida (the “MDL Court”) under the caption *In re Checking Account Overdraft Litigation* (MDL No. 2036, Case No. 1:09-MD-02036-JLK), *Dasher v. RBC Bank* and *Avery v. RBC Bank*, in June 2014, we filed a petition for a writ of certiorari with the U.S. Supreme Court with respect to the decision of the U.S. Court of Appeals for the Eleventh Circuit affirming the order of the MDL Court denying arbitration. The court of appeals’ stay of its ruling will continue until final disposition of the case by the Supreme Court.

### FHLB

In October 2010, the Federal Home Loan Bank of Chicago brought a lawsuit in the Circuit Court of Cook County, Illinois, against numerous financial companies, including The PNC Financial Services Group, Inc., as successor in interest to National City Corporation, and PNC Investments LLC, as successor in interest to NatCity Investments, Inc. (*Federal Home Loan Bank of Chicago v. Bank of America Funding Corp., et al.* (Case No. 10CH45033)). The complaint alleged that the defendants had liability to the Federal Home Loan Bank of Chicago in a variety of capacities (in the case of the National City entities, as underwriters) under Illinois state securities law and common law in connection with the alleged purchase of private-label mortgage-backed securities by the Federal Home Loan Bank. According to the complaint, the Federal Home Loan Bank purchased approximately \$3.3 billion in mortgage-backed securities in total in transactions addressed by the complaint, approximately \$345 million of which was allegedly in transactions involving the National City entities. The complaint alleged misrepresentations and omissions in connection with the sales of the mortgage-backed securities in question. In its complaint, the Federal Home Loan Bank sought, among other things, rescission, unspecified damages, interest, and attorneys’ fees. In May 2011, the defendants filed a motion to dismiss the complaint as amended to that point. The motion was denied in September 2012. In June 2014, PNC and the Federal Home Loan Bank entered into a definitive settlement agreement finally resolving this lawsuit as it applies to PNC. The amount of the settlement is not material to PNC.

### WEAVING MACRO FIXED INCOME FUND

In the proceedings before the High Court, Dublin, Ireland, in July 2014 the court extended the deadline for the plaintiff to complete compliance with its discovery obligations until December 2014.

### LENDER PLACED INSURANCE LITIGATION

In May 2014, the court in *Lauren v. PNC Bank, N.A., et al.* (Case No. 2:13-cv-00762-TFM), granted the plaintiff’s motion to amend her complaint to, among other things, assert a nationwide RICO claim on behalf of the class, with the understanding that defendants may pursue their arguments against the viability of this claim by way of a motion to dismiss. In June 2014, the defendants moved to dismiss the amended complaint. The motion is pending.

In May 2014, the complaint filed in the United States District Court for the Southern District of New York in *Tighe v. PNC Bank, N.A., et al.* (Case No. 14-CV-2017) was transferred to the United States District Court for the Southern District of Ohio. In June 2014, the plaintiff filed a notice of voluntary dismissal without prejudice, thereby terminating that action.

In *Montoya, et al. v. PNC Bank, N.A., et al.* (Case No. 1:14-cv-20474-JEM), pending in the United States District Court for the Southern District of Florida, PNC filed a motion to dismiss the complaint in May 2014. The motion is pending.

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### **PATENT INFRINGEMENT LITIGATION**

The U.S. Patent & Trademark Office (“PTO”) instituted review proceedings in May 2014 on four of the five patents at issue in *Intellectual Ventures I LLC and Intellectual Ventures II LLC v. PNC Financial Services Group, Inc., and PNC Bank, NA*, (Case No. 2:13-cv-00740-AJS), pending in the United States District Court for the Western District of Pennsylvania, finding that the subject matter of those patents was “more likely than not” unpatentable. The court previously dismissed the plaintiffs’ claims with respect to the one patent not selected for review by the PTO. In June 2014, Intellectual Ventures filed a second lawsuit (*Intellectual Ventures I LLC and Intellectual Ventures II LLC v. PNC Bank Financial Services Group, Inc., PNC Bank NA, and PNC Merchant Services Company, LP* (Case No. 14-832)) in the same court as the first lawsuit. This lawsuit alleges that PNC defendants infringed five patents, including the patent dismissed in the first lawsuit that is not subject to PTO review, and relates generally to the same systems subject to the first lawsuit.

### **MORTGAGE REPURCHASE LITIGATION**

In June 2014, Residential Funding Company withdrew its motion in *Residential Mortgage Funding Company, LLC v. PNC Bank, N.A., et al.* (Civil No. 13-3498-JRT-JSM), pending in the United States District Court for the District of Minnesota, to transfer the lawsuit to the United States Bankruptcy Court for the Southern District of New York.

### **PRE-NEED FUNERAL CONTRACTS**

National City Bank and PNC Bank are defendants in a lawsuit pending in the United States District Court for the Eastern District of Missouri under the caption *Jo Ann Howard, P.C., et al. v. Cassity, et al.* (No. 4:09-CV-1252-ERW) arising out of trustee services provided by Allegiant Bank, a National City Bank and PNC Bank predecessor, with respect to Missouri trusts that held pre-need funeral contract assets. Under a pre-need funeral contract, a customer pays an amount up front in exchange for payment of funeral expenses following the customer’s death. In a number of states, including Missouri, pre-need funeral contract sellers are required to deposit a portion of the proceeds of the sale of pre-need funeral contracts in a trust account.

The lawsuit was filed in August 2009 by the Special Deputy Receiver for three insolvent affiliated companies, National Prearranged Services, Inc. a seller of pre-need funeral contracts (NPS), Lincoln Memorial Life Insurance Company (Lincoln), and Memorial Service Life Insurance Company (Memorial). Seven individual state life and health insurance guaranty associations, who claim they are liable under state law for payment of certain benefits under life insurance policies sold by Lincoln and Memorial, and the National Organization of Life & Health Guaranty Associations have also joined the action as plaintiffs. In addition to National City Bank and PNC Bank (added following filing of the lawsuit as successor-in-interest to National City Bank), other defendants include members of the Cassity family, who controlled NPS,

Lincoln, and Memorial; officers and directors of NPS, Lincoln, and Memorial; auditors and attorneys for NPS, Lincoln, and Memorial; the trustees of each of the trusts that held pre-need funeral contract assets; and the investment advisor to the Pre-need Trusts. NPS retained several banks to act as trustees for the trusts holding NPS pre-need funeral contract assets (the “NPS Trusts”), with Allegiant Bank acting as one of these trustees with respect to seven Missouri NPS Trusts.

In their Third Amended Complaint, filed in 2012 following the granting by the court in part of motions to dismiss made by National City Bank and the other NPS Trust trustees, the plaintiffs allege that Allegiant Bank breached its fiduciary duties and acted negligently as the trustee for the Missouri NPS Trusts. In part as a result of these breaches, the plaintiffs allege, members of the Cassity family, acting in concert with other defendants, were able to improperly remove millions of dollars from the NPS Trusts, which in turn caused NPS, Lincoln, and Memorial to become insolvent. The complaint alleges \$600 million in present and future losses to the plaintiffs due to the insolvency of NPS, Lincoln, and Memorial. The lawsuit seeks, among other things, unspecified actual and punitive damages, various equitable remedies including restitution, attorneys’ fees, costs of suit and interest.

In July 2013, five of the six defendants in a parallel federal criminal action, including two members of the Cassity family, entered into plea agreements with the United States to resolve criminal charges arising out of their conduct at NPS, Lincoln and Memorial. In August 2013, after a jury trial, the sixth defendant, the investment advisor to the NPS Trusts, was convicted on all criminal counts against him. The criminal charges against the defendants alleged, among other things, a scheme to defraud Allegiant Bank and the other trustees of the NPS Trusts.

In May 2014, the court granted the plaintiffs’ motion to disallow National City Bank’s affirmative defense relating to the plaintiffs’ alleged failure to mitigate damages. In July 2014, National City Bank’s motion for reconsideration was denied.

The court has currently scheduled trial to begin in February 2015.

### **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 protection, fair lending, mortgage origination and servicing, mortgage and non mortgage-related

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insurance and reinsurance, municipal finance activities, conduct by broker-dealers, and participation in government insurance or guarantee programs, some of which are described in Prior Disclosure. These inquiries, including those described in Prior Disclosure, may lead to administrative, civil or criminal proceedings, and possibly result in remedies including fines, penalties, restitution, or alterations in our business practices, and in additional expenses and collateral costs.

Our practice is to cooperate fully with regulatory and governmental investigations, audits and other inquiries, including those described in Prior Disclosure.

### OTHER

In addition to the proceedings or other matters described above and in Prior Disclosure, PNC and persons to whom we may have indemnification obligations, in the normal course of business, are subject to various other pending and threatened legal proceedings in which claims for monetary damages and other relief are asserted. We do not anticipate, at the present time, that the ultimate aggregate liability, if any, arising out of such other legal proceedings will have a material adverse effect on our financial position. However, we cannot now determine whether or not any claims asserted against us or others to whom we may have indemnification obligations, whether in the proceedings or other matters described above or otherwise, will have a material adverse effect on our results of operations in any future reporting period, which will depend on, among other things, the amount of the loss resulting from the claim and the amount of income otherwise reported for the reporting period.

See Note 17 Commitments and Guarantees for additional information regarding the Visa indemnification and our other obligations to provide indemnification, including to current and former officers, directors, employees and agents of PNC and companies we have acquired.

## NOTE 17 COMMITMENTS AND GUARANTEES

### EQUITY FUNDING AND OTHER COMMITMENTS

During the first six months of 2014, financial support to private equity investments including existing direct portfolio companies and indirect private equity investments of \$37 million was provided. Of this amount, \$13 million was funded to satisfy capital calls for commitments to various indirect private equity investments. Support to direct investments is generally to provide for growth financing or to support acquisitions or recapitalizations.

Unfunded obligations at June 30, 2014 included unfunded commitments to various private equity investments of \$153 million and additional obligations to direct portfolio investments of \$9 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 122: Net Outstanding Standby Letters of Credit**

Dollars in billions	June 30 2014	December 31 2013
Net outstanding standby letters of credit (a)	\$ 10.5	\$ 10.5
Internal credit ratings (as a percentage of portfolio):		
Pass (b)	95%	96%
Below pass (c)	5%	4%

(a) The amounts above include \$5.9 billion and \$6.6 billion which support remarketing programs at June 30, 2014 and December 31, 2013, 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 a draw by a beneficiary, 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, 2014 had terms ranging from less than 1 year to 8 years.

As of June 30, 2014, assets of \$1.8 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 \$201 million at June 30, 2014.

### STANDBY BOND PURCHASE AGREEMENTS AND OTHER LIQUIDITY FACILITIES

We enter into standby bond purchase agreements to support municipal bond obligations. At June 30, 2014, the aggregate of our commitments under these facilities was \$980 million. We also enter into certain other liquidity facilities to support individual pools of receivables acquired by commercial paper conduits. There were no commitments under these facilities at June 30, 2014.

### 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.

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These agreements generally include indemnification provisions under which we indemnify the third parties to these agreements against a variety of risks to the indemnified parties as a result of the transaction in question. When PNC is the seller, the indemnification provisions will generally also provide the buyer with protection relating to the quality of the assets we are selling and the extent of any liabilities being assumed by the buyer. Due to the nature of these indemnification provisions, we cannot quantify the total potential exposure to us resulting from them.

We provide indemnification in connection with securities offering transactions in which we are involved. When we are the issuer of the securities, we provide indemnification to the underwriters or placement agents analogous to the indemnification provided to the purchasers of businesses from us, as described above. When we are an underwriter or placement agent, we provide a limited indemnification to the issuer related to our actions in connection with the offering and, if there are other underwriters, indemnification to the other underwriters intended to result in an appropriate sharing of the risk of participating in the offering. Due to the nature of these indemnification provisions, we cannot quantify the total potential exposure to us resulting from them.

In the ordinary course of business, we enter into certain types of agreements that include provisions for indemnifying third parties. We also enter into certain types of agreements, including leases, assignments of leases, and subleases, in which we agree to indemnify third parties for acts by our agents, assignees and/or sublessees, and employees. We also enter into contracts for the delivery of technology service in which we indemnify the other party against claims of patent and copyright infringement by third parties. Due to the nature of these indemnification provisions, we cannot calculate our aggregate potential exposure under them.

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 2014. 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 2013 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 also Note 23 Legal Proceedings in our 2013 Form 10-K for information on interchange litigation. 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 2 Loan Sale and Servicing Activities and Variable Interest Entities, PNC has sold commercial mortgage, residential mortgage and home equity loans/ lines of credit 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 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, 2014 and December 31, 2013, the unpaid principal balance outstanding of loans sold as a participant in these programs was \$11.6 billion and \$11.7 billion, respectively. The potential maximum exposure under the loss share arrangements was \$3.6 billion at both June 30, 2014 and December 31, 2013.

We maintain a reserve for estimated losses based upon our exposure. The reserve for losses under these programs totaled

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\$35 million as of June 30, 2014 and \$33 million as of December 31, 2013, respectively, and is included in Other liabilities on our Consolidated Balance Sheet. The comparable reserve as of June 30, 2013 was \$37 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 123: Analysis of Commercial Mortgage Recourse Obligations**

In millions	2014	2013
January 1	\$33	\$43
Reserve adjustments, net	2	(6)
<b>June 30</b>	<b>\$35</b>	<b>\$37</b>

### RESIDENTIAL MORTGAGE LOAN AND HOME EQUITY LOAN/ LINE OF CREDIT 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.

In the fourth quarter of 2013, PNC reached agreements with both FNMA and FHLMC to resolve their repurchase claims with respect to loans sold between 2000 and 2008. PNC paid a total of \$191 million related to these settlements.

**Table 124: Analysis of Indemnification and Repurchase Liability for Asserted Claims and Unasserted Claims**

In millions	2014			2013		
	Residential Mortgages (a)	Home Equity Loans/ Lines (b)	Total	Residential Mortgages (a)	Home Equity Loans/ Lines (b)(c)	Total
January 1	\$ 131	\$ 22	\$ 153	\$ 614	\$ 58	\$ 672
Reserve adjustments, net	(17)	12	(5)	77	(2)	75
Losses – loan repurchases and private investor settlements	(13)	(9)	(22)	(168)	(32)	(200)
<b>June 30</b>	<b>\$ 101</b>	<b>\$ 25</b>	<b>\$ 126</b>	<b>\$ 523</b>	<b>\$ 24</b>	<b>\$ 547</b>

(a) Repurchase obligation associated with sold loan portfolios of \$88.2 billion and \$97.1 billion at June 30, 2014 and June 30, 2013, respectively.

(b) Repurchase obligation associated with sold loan portfolios of \$2.7 billion and \$3.1 billion at June 30, 2014 and June 30, 2013, respectively. PNC is no longer engaged in the brokered home equity lending business, which was acquired with National City.

(c) In prior periods, the unpaid principal balance of loans serviced for home equity loans/lines of credit in (b) above reflected the outstanding balance at the time of charge-off. During the second quarter of 2014, we corrected the outstanding principal balance to reflect the unpaid principal balance as of the reporting date. Accordingly, the prior period amount was reduced by \$.7 billion.

Management believes the 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, 2014. In making these estimates, we consider the losses that we expect to incur over

PNC's repurchase obligations also include certain brokered home equity loans/lines of credit 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 of credit 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, 2014 and December 31, 2013, the total indemnification and repurchase liability for estimated losses on indemnification and repurchase claims totaled \$126 million and \$153 million, respectively, and was included in Other liabilities on the Consolidated Balance Sheet. An analysis of the changes in this liability during 2014 and 2013 follows:

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



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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, 2014, 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 \$87 million for our portfolio of residential mortgage loans sold. At June 30, 2014, the reasonably possible loss above our accrual for our portfolio of home equity loans/lines of credit 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 or placed on behalf of 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, of which all programs are in run-off. Aggregate maximum exposure up to the specified limits for all reinsurance contracts is as follows:

**Table 125: Reinsurance Agreements Exposure (a)**

In millions	June 30 2014	December 31 2013
Accidental Death & Dismemberment	\$1,835	\$ 1,902
Credit Life, Accident & Health	537	621
Lender Placed Hazard (b) (c)	2,530	2,679
Borrower and Lender Paid Mortgage Insurance	50	133
<b>Maximum Exposure</b>	<b>\$4,952</b>	<b>\$ 5,335</b>
Percentage of reinsurance agreements:		
Excess of Loss – Mortgage Insurance	1%	2%
Quota Share	99%	98%
<b>Maximum Exposure to Quota Share Agreements with 100% Reinsurance</b>	<b>\$ 536</b>	<b>\$ 620</b>

- (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.
- (c) Program has been placed into run-off for coverage issued or renewed on or after June 1, 2014 with policy terms one year or less.

A rollforward of the reinsurance reserves for probable losses for the first six months 2014 and 2013 follows:

**Table 126: Reinsurance Reserves – Rollforward**

In millions	2014	2013
January 1	\$ 32	\$ 61
Paid Losses	(12)	(21)
Net Provision	6	8
Changes to Agreements	(10)	
<b>June 30</b>	<b>\$ 16</b>	<b>\$ 48</b>

The reinsurance reserves are declining as the programs are in run-off. Existing reinsurance agreements with a single third-party insurer of Borrower Paid Mortgage Insurance were terminated resulting in release of reinsurance reserves. The Lender Placed Hazard program has been placed in run-off as of June 1, 2014, but there was no material impact to reinsurance reserves. There were no other changes to existing agreements nor any new relationships entered into.

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, 2014, the reasonably possible loss above our accrual was not material.

### RESALE AND REPURCHASE 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 to 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, 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.

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In accordance with the disclosure requirements of ASU 2011-11, Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities, Table 127 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 127. The amounts reported in Table 127 exclude the fair value adjustment on the structured resale agreements of \$10 million and \$11 million at June 30, 2014 and December 31, 2013,

respectively, that we have elected to account for at fair value. Refer to Note 8 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 Accounting Policies in our Notes To Consolidated Financial Statements under Item 8 of our 2013 Form 10-K. Refer to Note 12 Financial Derivatives for additional information related to offsetting of financial derivatives.

**Table 127: 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)
<b>Resale Agreements</b>					
<b>June 30, 2014</b>	\$ 1,077		\$ 1,077	\$ 987	\$ 90
<b>December 31, 2013</b>	1,542		1,542	1,453	89

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)
<b>Repurchase Agreements</b>					
<b>June 30, 2014</b>	\$ 3,055		\$ 3,055	\$ 2,178	\$ 877
<b>December 31, 2013</b>	4,183		4,183	3,166	1,017

- (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, 2014 and December 31, 2013, respectively, which is included in Other Assets on the Consolidated Balance Sheet.
- (b) These amounts include certain long term resale agreements of \$84 million at June 30, 2014 and \$89 million at December 31, 2013, 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, 2014 and December 31, 2013, which is included in Other Liabilities on the Consolidated Balance Sheet.
- (e) These amounts include overnight repurchase agreements of \$873 million and \$966 million at June 30, 2014 and December 31, 2013, 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 December 31, 2013, 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. There were no long term repurchase agreements as of June 30, 2014.



## NOTE 18 SEGMENT REPORTING

We have six reportable business segments:

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

Results of individual businesses are presented based on our 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 with the current period.

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 at those business segments, as well as the diversification of risk among the business segments, ultimately reflecting PNC’s portfolio risk adjusted capital allocation.

We have allocated the allowances for loan and lease losses and for unfunded loan commitments and letters of credit based on the loan exposures within each business segment’s 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 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, Missouri, Georgia, Wisconsin and South Carolina.

**CORPORATE & INSTITUTIONAL BANKING** provides lending, treasury management, and capital markets-related products and services to mid-sized and large corporations, government and not-for-profit entities. 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, securities, loan syndications and mergers and acquisitions advisory and related services to middle-market companies. We also provide commercial loan servicing, and real estate advisory and technology solutions, for the commercial real estate finance industry. Products and services are generally provided 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 administration and retirement administration services. Institutional clients include corporations, unions, municipalities, non-profits, foundations and endowments, primarily located in our geographic footprint.

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**RESIDENTIAL MORTGAGE BANKING** directly originates first lien residential mortgage loans on a nationwide basis with a significant presence within the retail banking footprint. 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.

**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 investors 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, 2014, our economic interest in BlackRock was 22%.

PNC received cash dividends from BlackRock of \$142 million and \$125 million during the first six months of 2014 and 2013, respectively.

**NON-STRATEGIC ASSETS PORTFOLIO** includes a consumer portfolio of mainly residential mortgage and brokered home equity loans and lines of credit, and a small commercial/commercial real estate loan and lease portfolio. We obtained a significant portion of these non-strategic assets through acquisitions of other companies.

Table 128: 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 (a)	Consolidated (a)
<b>2014</b>								
<b>Income Statement</b>								
Net interest income	\$ 973	\$ 889	\$ 72	\$ 37		\$ 137	\$ 21	\$ 2,129
Noninterest income	541	427	207	190	\$ 172	10	134	1,681
Total revenue	1,514	1,316	279	227	172	147	155	3,810
Provision for credit losses (benefit)	4	103	(6)	1		(39)	9	72
Depreciation and amortization	44	32	11	3			95	185
Other noninterest expense	1,111	472	191	166		30	173	2,143
Income (loss) before income taxes and noncontrolling interests	355	709	83	57	172	156	(122)	1,410
Income taxes (benefit)	130	239	30	21	42	57	(161)	358
Net income	\$ 225	\$ 470	\$ 53	\$ 36	\$ 130	\$ 99	\$ 39	\$ 1,052
Inter-segment revenue	\$ 1	\$ 7	\$ 3	\$ 8	\$ 4	\$ (5)	\$ (18)	
Average Assets (b)	\$75,203	\$ 122,025	\$ 7,685	\$ 7,486	\$ 6,400	\$ 8,577	\$ 95,144	\$ 322,520
<b>2013</b>								
<b>Income Statement</b>								
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	236	2,228
Income (loss) before income taxes and noncontrolling interests	250	930	58	32	149	95	(12)	1,502
Income taxes (benefit)	92	318	22	12	37	35	(129)	387
Net income	\$ 158	\$ 612	\$ 36	\$ 20	\$ 112	\$ 60	\$ 117	\$ 1,115
Inter-segment revenue	\$ 2	\$ 5	\$ 3	\$ 2	\$ 4	\$ (3)	\$ (13)	
Average Assets (b)	\$74,516	\$ 112,207	\$ 7,289	\$ 10,407	\$ 5,982	\$ 10,290	\$ 81,242	\$ 301,933

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Six months ended June 30  
In millions

	Retail Banking	Corporate & Institutional Banking	Asset Management Group	Residential Mortgage Banking	BlackRock	Non-Strategic Assets Portfolio	Other (a)	Consolidated (a)
<b>2014</b>								
<b>Income Statement</b>								
Net interest income	\$ 1,953	\$ 1,791	\$ 143	\$ 77		\$ 279	\$ 81	\$ 4,324
Noninterest income	1,055	791	406	356	\$ 332	16	307	3,263
Total revenue	3,008	2,582	549	433	332	295	388	7,587
Provision for credit losses (benefit)	149	90	6			(91)	12	166
Depreciation and amortization	88	63	21	6			188	366
Other noninterest expense	2,167	929	380	376		56	318	4,226
Income (loss) before income taxes and noncontrolling interests	604	1,500	142	51	332	330	(130)	2,829
Income taxes (benefit)	221	507	52	19	79	121	(282)	717
Net income	\$ 383	\$ 993	\$ 90	\$ 32	\$ 253	\$ 209	\$ 152	\$ 2,112
Inter-segment revenue	\$ 2	\$ 5	\$ 6	\$ 12	\$ 8	\$ (8)	\$ (25)	
Average Assets (b)	\$75,559	\$119,992	\$ 7,642	\$ 8,128	\$ 6,400	\$ 8,732	\$94,596	\$ 321,049
<b>2013</b>								
<b>Income Statement</b>								
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	475	4,421
Income (loss) before income taxes and noncontrolling interests	440	1,747	125	103	287	220	(69)	2,853
Income taxes (benefit)	162	594	46	38	67	81	(245)	743
Net income	\$ 278	\$ 1,153	\$ 79	\$ 65	\$ 220	\$ 139	\$ 176	\$ 2,110
Inter-segment revenue	\$ 2	\$ 11	\$ 6	\$ 3	\$ 8	\$ (5)	\$ (25)	
Average Assets (b)	\$74,317	\$111,941	\$ 7,210	\$10,604	\$ 5,982	\$ 10,511	\$82,081	\$ 302,646

(a) Amounts for 2013 periods have been updated to reflect first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.

(b) Period-end balances for BlackRock.

## NOTE 19 SUBSEQUENT EVENTS

On August 1, 2014, PNC Bank, N.A. issued \$300 million of floating rate senior notes with a maturity of August 1, 2017. Interest is payable at the 3-month LIBOR rate, reset quarterly, plus a spread of .30% per annum, on February 1, May 1, August 1 and November 1 of each year beginning on November 1, 2014.

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**STATISTICAL INFORMATION (UNAUDITED)**  
**The PNC Financial Services Group, Inc.**  
**Average Consolidated Balance Sheet And Net Interest Analysis**

Six months ended June 30						
	2014			2013		
	Average Balances	Interest Income/ Expense	Average Yields/ Rates	Average Balances	Interest Income/ Expense	Average Yields/ Rates
Taxable-equivalent basis Dollars in millions						
<b>Assets</b>						
Interest-earning assets:						
Investment securities						
Securities available for sale						
Residential mortgage-backed						
Agency	\$ 21,070	\$ 280	2.66%	\$ 24,751	\$ 334	2.70%
Non-agency	5,290	134	5.05	5,957	163	5.46
Commercial mortgage-backed	4,324	78	3.61	3,800	76	4.01
Asset-backed	5,496	52	1.87	5,826	54	1.86
U.S. Treasury and government agencies	4,528	28	1.25	2,393	18	1.53
State and municipal	2,376	54	4.56	2,186	52	4.71
Other debt	2,265	27	2.38	2,689	34	2.48
Corporate stocks and other	386		.11	335		.13
Total securities available for sale	45,735	653	2.86	47,937	731	3.05
Securities held to maturity						
Residential mortgage-backed	5,986	106	3.55	3,988	67	3.35
Commercial mortgage-backed	2,654	52	3.93	3,634	82	4.53
Asset-backed	997	8	1.53	902	8	1.76
U.S. Treasury and government agencies	241	5	3.79	232	4	3.78
State and municipal	1,395	38	5.52	640	14	4.25
Other	334	5	2.94	350	5	2.86
Total securities held to maturity	11,607	214	3.69	9,746	180	3.70
Total investment securities	57,342	867	3.02	57,683	911	3.16
Loans						
Commercial	90,698	1,535	3.37	84,752	1,648	3.87
Commercial real estate	22,217	460	4.12	18,855	469	4.94
Equipment lease financing	7,517	136	3.62	7,296	155	4.23
Consumer	62,781	1,311	4.21	61,499	1,383	4.54
Residential real estate	14,701	366	4.98	14,957	390	5.21
Total loans	197,914	3,808	3.85	187,359	4,045	4.32
Interest-earning deposits with banks	13,410	17	.25	2,236	3	.26
Loans held for sale	2,005	47	4.75	3,175	85	5.39
Federal funds sold and resale agreements	1,299	2	.40	1,159	4	.68
Other	5,111	118	4.62	4,529	112	5.02
Total interest-earning assets/interest income	277,081	4,859	3.51	256,141	5,160	4.03
Noninterest-earning assets:						
Allowance for loan and lease losses	(3,551)			(3,879)		
Cash and due from banks	3,832			3,961		
Other	43,687			46,423		
Total assets	\$321,049			\$302,646		
<b>Liabilities and Equity</b>						
Interest-bearing liabilities:						
Interest-bearing deposits						
Money market	\$ 74,148	65	.18	\$ 69,063	63	.19
Demand	42,977	10	.05	39,774	9	.05
Savings	11,694	6	.09	10,899	5	.10
Retail certificates of deposit	20,274	75	.75	23,062	96	.84
Time deposits in foreign offices and other time	2,119	2	.17	2,216	6	.52
Total interest-bearing deposits	151,212	158	.21	145,014	179	.25
Borrowed funds						
Federal funds purchased and repurchase agreements	3,794	2	.09	4,229	3	.15
Federal Home Loan Bank borrowings	13,649	34	.50	7,437	21	.57
Bank notes and senior debt	13,409	101	1.50	10,679	95	1.77
Subordinated debt	8,307	108	2.59	7,125	100	2.81
Commercial paper	4,923	7	.28	7,613	9	.23
Other	2,665	32	2.40	2,078	26	2.45
Total borrowed funds	46,747	284	1.21	39,161	254	1.29
Total interest-bearing liabilities/interest expense	197,959	442	.45	184,175	433	.47
Noninterest-bearing liabilities and equity:						
Noninterest-bearing deposits	67,951			64,800		
Allowance for unfunded loan commitments and letters of credit	235			244		
Accrued expenses and other liabilities	10,078			11,370		
Equity	44,826			42,057		
Total liabilities and equity	\$321,049			\$302,646		
Interest rate spread						
Impact of noninterest-bearing sources			3.06			3.56
Net interest income/margin		\$ 4,417	3.19%		\$ 4,727	3.69%

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.

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Second Quarter 2014			First Quarter 2014			Second Quarter 2013		
Average Balances	Interest Income/Expense	Average Yields/Rates	Average Balances	Interest Income/Expense	Average Yields/Rates	Average Balances	Interest Income/Expense	Average Yields/Rates
\$20,326	\$ 137	2.71%	\$ 21,823	\$ 143	2.61%	\$ 24,339	\$ 152	2.50%
5,204	68	5.19	5,375	66	4.91	5,889	82	5.51
4,176	36	3.40	4,474	42	3.81	3,855	38	4.00
5,400	27	1.96	5,593	25	1.79	5,919	27	1.80
4,883	15	1.20	4,169	13	1.30	2,074	7	1.37
2,104	22	4.27	2,652	32	4.78	2,182	24	4.48
2,028	12	2.35	2,505	15	2.39	2,728	17	2.39
362		.11	409		.10	304		.14
44,483	317	2.84	47,000	336	2.86	47,290	347	2.93
5,977	53	3.55	5,995	53	3.55	3,833	31	3.26
2,560	24	3.76	2,748	28	4.09	3,521	38	4.34
990	4	1.54	1,004	4	1.51	978	4	1.74
242	3	3.80	240	2	3.77	233	2	3.80
1,732	23	5.47	1,055	15	5.61	640	7	4.27
331	2	2.87	337	3	3.00	349	3	2.89
11,832	109	3.69	11,379	105	3.68	9,554	85	3.57
56,315	426	3.02	58,379	441	3.02	56,844	432	3.04
91,866	751	3.24	89,517	784	3.50	86,015	807	3.71
22,775	232	4.04	21,652	228	4.20	18,860	231	4.84
7,564	68	3.61	7,470	68	3.64	7,350	82	4.41
62,472	649	4.16	63,093	662	4.26	61,587	676	4.40
14,556	177	4.86	14,849	189	5.09	14,794	190	5.13
199,233	1,877	3.75	196,581	1,931	3.95	188,606	1,986	4.19
14,650	10	.27	12,157	7	.23	2,063	1	.28
2,060	24	4.79	1,949	23	4.71	3,072	32	4.22
1,184	1	.49	1,416	1	.32	1,141	2	.61
4,927	65	5.26	5,296	53	4.02	4,376	56	5.26
278,369	2,403	3.44	275,778	2,456	3.58	256,102	2,509	3.91
(3,512)			(3,591)			(3,821)		
3,776			3,890			3,869		
43,887			43,485			45,783		
\$322,520			\$319,562			\$301,933		
\$74,261	33	.18	\$ 74,034	32	.17	\$ 69,123	30	.18
43,316	5	.05	42,635	5	.05	40,172	5	.05
11,976	4	.10	11,408	2	.08	11,124	2	.10
20,012	37	.74	20,538	38	.75	22,641	47	.82
2,168	1	.17	2,069	1	.18	2,164	2	.43
151,733	80	.21	150,684	78	.21	145,224	86	.24
3,343	1	.07	4,250	1	.11	4,132	1	.14
14,193	17	.50	13,100	17	.50	7,218	10	.53
13,490	51	1.51	13,327	50	1.49	10,886	47	1.71
8,570	57	2.65	8,040	51	2.54	7,003	49	2.78
4,917	4	.29	4,931	3	.28	7,263	4	.22
2,591	17	2.60	2,740	15	2.20	2,099	14	2.62
47,104	147	1.24	46,388	137	1.18	38,601	125	1.28
198,837	227	.45	197,072	215	.44	183,825	211	.46
68,219			67,679			64,749		
228			241			238		
10,035			10,123			10,890		
45,201			44,447			42,231		
\$322,520			\$319,562			\$301,933		
		2.99			3.14			3.45
		.13			.12			.13
\$ 2,176		3.12%	\$ 2,241		3.26%	\$ 2,298		3.58%

Loan fees for the six months ended June 30, 2014 and June 30, 2013 were \$92 million and \$110 million, respectively. Loan fees for the three months ended June 30, 2014, March 31, 2014 and June 30, 2013 were \$33 million, \$59 million and \$58 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, 2014 and June 30, 2013 were \$93 million and \$80 million, respectively. The taxable-equivalent adjustments to interest income for the three months ended June 30, 2014, March 31, 2014 and June 30, 2013 were \$47 million, \$46 million and \$40 million, respectively.

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### ESTIMATED PRO FORMA FULLY PHASED-IN BASEL III COMMON EQUITY TIER 1 CAPITAL RATIO – 2013 PERIODS (a)

Dollars in millions	Pro forma Fully Phased-In	Basel III (b)
	December 31 2013	June 30 2013
Common stock, related surplus and retained earnings, net of treasury stock	\$ 38,031	\$ 36,302
Less regulatory capital adjustments:		
Goodwill and disallowed intangibles, net of deferred tax liabilities	(9,321)	(9,381)
Basel III total threshold deductions	(1,386)	(2,224)
Accumulated other comprehensive income (c)	196	(241)
All other adjustments (d)	(64)	(536)
Estimated Common equity Tier 1 capital	\$ 27,456	\$ 23,920
Estimated Basel III standardized approach risk-weighted assets (e)	\$ 291,977	\$ N/A
Estimated Basel III advanced approaches risk-weighted assets (f)	\$ 290,080	\$ 290,838
Estimated Basel III Common equity Tier 1 capital ratio	9.4%	8.2%
Risk-weighted assets utilized	Standardized	Advanced

(a) Amounts have not been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.

(b) See Basel III Capital Ratios discussion in the Capital portion of the Consolidated Balance Sheet Review section of the Financial Review in Part I, Item 2 of this Report.

(c) Represents net adjustments related to accumulated other comprehensive income for securities currently and previously held as available for sale, as well as pension and other postretirement plans.

(d) Includes adjustments as required based on whether the standardized approach or advanced approaches is utilized.

(e) Basel III standardized approach risk-weighted assets were estimated based on the Basel III standardized approach rules and include credit and market risk-weighted assets.

(f) Basel III advanced approaches risk-weighted assets were estimated based on the Basel III advanced approaches rules, and include credit, market and operational risk-weighted assets.

### 2013 BASEL I TIER 1 COMMON CAPITAL RATIO (a) (b)

Dollars in millions	December 31 2013	June 30 2013
Basel I Tier 1 common capital	\$ 28,484	\$ 26,668
Basel I risk-weighted assets	272,169	264,750
Basel I Tier 1 common capital ratio	10.5%	10.1%

(a) Effective January 1, 2014, the Basel I Tier 1 common capital ratio no longer applies to PNC (except for stress testing purposes). Our 2013 Form 10-K included additional information regarding our Basel I capital ratios.

(b) Amounts have not been updated to reflect the first quarter 2014 adoption of ASU 2014-01 related to investments in low income housing tax credits.

## PART II – OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

See the information set forth in Note 16 Legal Proceedings in the Notes To Consolidated Financial Statements under Part I, Item 1 of this Report, which is incorporated by reference in response to this item.

### ITEM 1A. RISK FACTORS

There are no material changes from any of the risk factors previously disclosed in PNC's 2013 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 2014 are included in the following table:

2014 period In thousands, except per share data	Total shares purchased (a)	Average price paid per share	Total shares purchased as part of publicly announced programs (b)	Maximum number of shares that may yet be purchased under the programs (b)
April 1 – 30	446	\$ 83.52	433	20,536
May 1 – 31	831	\$ 84.01	812	19,724
June 1 – 30	1,348	\$ 88.16	1,339	18,385
Total	2,625	\$ 86.06		

(a) Includes PNC common stock purchased in connection with our various employee benefit plans generally related to forfeitures of unvested restricted stock awards and shares used to cover employee payroll tax withholding requirements. See Note 15 Employee Benefit Plans and Note 16 Stock Based Compensation Plans in the Notes To Consolidated Financial Statements in Item 8 of our 2013 Form 10-K for additional information regarding our employee benefit and equity compensation plans that use PNC common stock.

(b) On October 4, 2007, our Board of Directors authorized the repurchase of up to 25 million shares of PNC common stock. The repurchases are made in open market or privately negotiated transactions and the repurchase program will remain in effect until fully utilized or until modified, superseded or terminated. The timing and exact amount of common stock repurchases 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 results of the supervisory assessment of capital adequacy and capital planning processes undertaken by the Federal Reserve and our primary bank regulators as part of the CCAR process.

Our 2014 capital plan, submitted as part of the CCAR process and approved by the Federal Reserve, included share repurchase programs of up to \$1.5 billion for the four quarter period beginning with the second quarter of 2014. This amount does not include share repurchases in connection with various employee benefit plans referenced in note (a). In the second quarter of 2014, in accordance with the 2014 capital plan, we repurchased 2.584 million shares of common stock on the open market, with an average price of \$86.26 per share and an aggregate repurchase price of \$222.9 million.

### 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

10.50	Additional 2014 Forms of Employee Performance Unit 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](http://www.sec.gov) or by mail from the Public Reference Section of the SEC at 100 F Street, N.E., Washington, DC 20549 at prescribed rates. The Exhibits are also available as part of this Form 10-Q on PNC's corporate website at [www.pnc.com/secfilings](http://www.pnc.com/secfilings). Shareholders and bondholders may also obtain copies of Exhibits, without charge, by contacting Shareholder Relations at 800-843-2206 or via e-mail at [investor.relations@pnc.com](mailto:investor.relations@pnc.com). The interactive data file (XBRL) exhibit is only available electronically.

## **CORPORATE INFORMATION**

The PNC Financial Services Group, Inc.

### **CORPORATE HEADQUARTERS**

The PNC Financial Services Group, Inc.  
One PNC Plaza, 249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222-2707  
412-762-2000

**STOCK LISTING** The common stock of The PNC Financial Services Group, Inc. is listed on the New York Stock Exchange under the symbol “PNC”.

**INTERNET INFORMATION** The PNC Financial Services Group, Inc.’s financial reports and information about its products and services are available on the internet at [www.pnc.com](http://www.pnc.com). We provide information for investors on our corporate website under “About PNC – Investor Relations,” such as Investor Events, Quarterly Earnings, SEC Filings, Financial Information, Financial Press Releases, Regulatory Disclosures, and Message from the Chairman. Under “Investor Relations,” we will from time to time post information that we believe may be important or useful to investors. We 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. In some cases, we may post the presentation materials for other investor conference calls or events several days prior to the call or 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.

PNC is required to provide additional public disclosure regarding estimated income, losses and pro forma regulatory capital ratios under a supervisory hypothetical severely adverse economic scenario 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. PNC is also required to make certain market risk-related public disclosures under the Federal banking agencies’ final market risk capital rule that implements the enhancements to the market risk framework adopted by the Basel Committee (commonly referred to as “Basel II.5”). In addition, pursuant to regulations adopted by the Federal Reserve and the OCC, PNC will be required to make additional regulatory capital-related disclosures beginning in 2015. Under these regulations, PNC may be able to satisfy at

least a portion of these requirements through postings on its website, and PNC has done so and expects to continue 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](http://www.sec.gov) or on PNC’s corporate internet website at [www.pnc.com/secfilings](http://www.pnc.com/secfilings). Shareholders and bond holders may also obtain copies of these filings without charge by contacting Shareholder Services at 800-982-7652 or via the online contact form at [www.computershare.com/contactus](http://www.computershare.com/contactus) for copies without exhibits, and by contacting Shareholder Relations at 800-843-2206 or via email at [investor.relations@pnc.com](mailto:investor.relations@pnc.com) for copies of exhibits, including financial statement and schedule exhibits where applicable. The interactive data file (XBRL) exhibit is only available electronically.

**CORPORATE GOVERNANCE AT PNC** Information about our Board of Directors and its committees and corporate governance at PNC is available on PNC’s corporate website at [www.pnc.com/corporategovernance](http://www.pnc.com/corporategovernance). Shareholders who would like to request printed copies of PNC’s Code of Business Conduct and Ethics or our Corporate Governance Guidelines or the charters of our Board’s Audit, Nominating and Governance, Personnel and Compensation, or Risk Committees (all of which are posted on the PNC corporate website) may do so by sending their requests to 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](mailto:investor.relations@pnc.com).



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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](mailto:corporate.communications@pnc.com).

**COMMON STOCK PRICES/DIVIDENDS DECLARED** The table below sets forth by quarter the range of high and low sale and quarter-end closing prices for The PNC Financial Services Group, Inc. common stock and the cash dividends declared per common share.

	High	Low	Close	Cash Dividends Declared (a)
<b>2014 Quarter</b>				
First	\$87.80	\$76.06	\$87.00	\$ .44
Second	89.85	79.80	89.05	.48
Total				\$ .92
<b>2013 Quarter</b>				
First	\$66.93	\$58.96	\$66.50	\$ .40
Second	74.19	63.69	72.92	.44
Third	77.93	71.48	72.45	.44
Fourth	78.36	70.63	77.58	.44
Total				\$ 1.72

(a) Our Board approved a third quarter 2014 cash dividend of \$.48 per common share, which was payable on August 5, 2014.

**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 results of the supervisory assessment of capital adequacy undertaken by the Federal Reserve and our primary bank regulators as part of the Comprehensive Capital Analysis and Review (CCAR) process).

### **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

### **SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on August 7, 2014 on its behalf by the undersigned thereunto duly authorized.

**The PNC Financial Services Group, Inc.**

/s/ Robert Q. Reilly

Robert Q. Reilly  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

ADDITIONAL 2014 FORMS OF EMPLOYEE PERFORMANCE UNIT  
AND RESTRICTED SHARE UNIT AGREEMENTS

PERFORMANCE UNITS

CEG 2014 Performance-Based  
Stock-Payable Restricted Share Units

THE PNC FINANCIAL SERVICES GROUP, INC.  
2006 INCENTIVE AWARD PLAN

\* \* \*  
CORPORATE EXECUTIVE GROUP  
2014 PERFORMANCE-BASED STOCK-PAYABLE  
RESTRICTED SHARE UNITS  
AWARD AGREEMENT  
\* \* \*

GRANTEE: [Name]  
AWARD GRANT DATE: February 13, 2014  
SHARE UNITS: [Whole number of share units]

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1. Definitions.

Certain terms used in this Corporate Executive Group 2014 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 Related Dividend Equivalents Award

Pursuant to the Plan and subject to the terms and conditions of the Award 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 to the extent provided herein ("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 18 and is subject to the terms and conditions of the Award Agreement, including service, conduct and other conditions, corporate performance, risk performance and other adjustments, and forfeiture provisions, and to the Plan.

3. Terms of Award.

For the purpose of determining service, conduct and other conditions, performance and other adjustments, forfeitures, 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 and other forfeiture, adjustment and suspension provisions, (3) specified annual corporate performance and other 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 other 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 where the factor 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 (each, a "Tranche"), 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 2014 corporate and risk performance ("2014 Tranche" or "First Tranche");
- one-third of the remaining Share Units (rounded down to the nearest whole unit) are in the second tranche and will relate to 2015 corporate and risk performance ("2015 Tranche" or "Second Tranche");
- one-half of the remaining Share Units (rounded down to the nearest whole unit) are in the third tranche and will relate to 2016 corporate and risk performance ("2016 Tranche" or "Third Tranche"); and
- the remainder of the Share Units are in the fourth tranche and will relate to 2017 corporate and risk performance ("2017 Tranche" or "Fourth Tranche").

Performance RSUs and Dividend Equivalents are not transferable. The Performance RSUs and related Dividend Equivalents are subject to forfeiture and adjustment until vesting and are subject to upward or downward corporate performance adjustment and to downward risk performance and other 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 requirements or conduct or other provisions 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, all 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. Outstanding performance-adjusted Dividend Equivalents that vest in accordance with Section 8 will be paid out in cash at the same time that their related outstanding vested Performance RSUs are settled and paid out, all in accordance with the terms of Section 9.

Performance RSUs that are forfeited by Grantee pursuant to and in accordance with the service, conduct or other 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, and therefore shall terminate, 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 number of outstanding corporate and risk performance-adjusted number of share units that become Payout Share Units (as defined in Section 7) and vest in accordance with Section 8 with respect to the related Performance RSUs in that same Tranche, if any.

Dividend Equivalents are subject to the same service requirements, conduct and other conditions, forfeiture events, corporate and risk performance-based and other 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, Conduct or Other Conditions

5.1 Termination Upon Forfeiture of 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 or specified portion thereof, as the case may be, of Performance RSUs and related Dividend Equivalents upon forfeiture and cancellation of such Tranche or Tranches, or specified portion thereof, 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, or specified portion thereof, as applicable.

5.2 Forfeiture 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 (as defined in Section 15).

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 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> anniversary of the Award Grant Date, as the case may be, with respect to the First, Second, Third, or Fourth 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 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 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 4<sup>th</sup> 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 Compensation Committee or other PNC Designated Person (each as defined in Section 15) may determine that the vesting of those Performance RSUs and related Dividend Equivalents shall be suspended.

Any 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; and

(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.

5.6 Clawback, Adjustment or Recoupment. Performance RSUs and related Dividend Equivalents are also 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 (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.

#### 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 Condition 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 First Tranche, also referred to as the 2014 Tranche, the applicable corporate performance relates to corporate performance for calendar year 2014). 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 calendar 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, a Qualifying Disability Termination, or a Qualifying Anticipatory 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 in 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 2015 is 10.16% and Grantee is still an employee of the Corporation as of the 2<sup>nd</sup> anniversary of the Award Grant Date in February 2016 (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 2015 would be 110.16%. If, in the same example, PNC's TSR Performance for 2015 were negative 10.16%, the Annual Corporate Performance Factor for that year would be 89.84%.

For circumstances where Grantee dies while still an employee of the Corporation or following a Qualifying Retirement, a Qualifying Disability Termination, or a Qualifying Anticipatory Termination, or where there is a Change of Control, the Annual Corporate Performance Factor with respect to an applicable outstanding Tranche 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 First Tranche, also referred to as the 2014 Tranche, the applicable risk performance relates to risk performance for calendar year 2014). The Annual Tier 1 Risk-Based Performance Factor for a Tranche 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 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, a Qualifying Disability Termination, or a Qualifying Anticipatory 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 Second Tranche, the specified Tier 1 risk-based capital ratio will be the ratio as of December 31, 2015, 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. In standard circumstances, this will generally 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 Grantee dies while still an employee of the Corporation or following a Qualifying Retirement, a Qualifying Disability Termination, or a Qualifying Anticipatory Termination, or where there is a Change of Control, 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 First Tranche, also referred to as the 2014 Tranche, the applicable risk performance relates to risk performance for calendar year 2014).

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 for this Factor, 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, a Qualifying Disability Termination, or a Qualifying Anticipatory 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 is not required with respect to the performance year that relates to the applicable Tranche by the Risk Performance Review Criteria set forth in Section 6.3(c) below as applicable for that performance year, 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 triggered by the provisions of Section 6.3(c) and is conducted, as set forth in Section 6.3(b) 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 Grantee dies while still an employee of the Corporation or following a Qualifying Retirement, a Qualifying Disability Termination, or a Qualifying Anticipatory Termination, or where there is a Change of Control, 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 such review is triggered as set forth in Section 6.3(c) below. Any such determination in accordance with Section 6.3(c) that an Annual Risk Performance Review will be conducted with respect to a given performance year will generally be made shortly after the close of the applicable performance year, but no later than the 45<sup>th</sup> day following the close of such year.

When an Annual Risk Performance Review is required by Section 6.3(c) with respect to a given completed performance year, either by action of the Compensation Committee or because the specific performance metric-based review trigger is met, or a combination thereof, 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 relates 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 performance 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. Percentages will be rounded to the nearest one-hundredth, with 0.005 being rounded upward to 0.01, but in no event will an Annual Risk Review Performance Factor be greater than 100.00% or less than 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 performance 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 are as set forth below.

An Annual Risk Performance Review is required with respect to a given performance year if triggered by either or both of the following criteria: (1) the Compensation Committee requires a review in its discretion; or (2) PNC's return on economic capital, with specified adjustments ("ROEC"), is less than the applicable Compensation Committee-specified ROEC hurdle amount for that performance year.

For purposes of this Award Agreement, "ROEC" will have the meaning set forth in Section 15.31. 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 30<sup>th</sup> of that performance year for purposes of comparison of ROEC to such hurdle for this Award. For the 2014 performance year, this hurdle as approved by the Compensation Committee is related to PNC's cost of capital and is set at 7.68%.

The Compensation Committee also approved a hurdle related to PNC's cost of capital set at 7.68% for the 2014 performance year for purposes of comparison of ROEC to such hurdle for the 2013 Performance-Based Stock-Payable Restricted Share Units awards to members of PNC's Corporate Executive Group.

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#### 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, a Qualifying Disability Termination, or a Qualifying Anticipatory Termination, in either case prior to the occurrence of a Change of Control, then with respect to any Tranche or Tranches that are outstanding at the time of Grantee's death: (i) the Annual Corporate and Risk Performance Factors will all be 100.00%, effective as of the date of death, with respect to any Tranche or Tranches that are outstanding at the time of Grantee's death other than the Tranche, if any, that is provided for in the following subclause (ii) in the circumstances described in that subclause; and (ii) if such death occurs after the close of a performance year but before the Tranche that relates to that performance year has either been performance-adjusted and vested or has been forfeited, as the case may be, then the Annual Corporate and Risk Performance Factors with respect to such Tranche, if any, will be determined in the same manner and effective as of the same time as they would have been had Grantee remained an employee of the Corporation, provided that the Tranche remains outstanding at the applicable time.

In the event that Grantee dies following a Change of Control, the Annual Corporate and Risk Performance Factors for any then outstanding Tranche or Tranches will remain the applicable Factors determined as provided in Section 6.4(b) below.

(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, a Qualifying Disability Termination, or a Qualifying Anticipatory Termination, and one or more Tranches remain outstanding through the day immediately prior to the date the 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 and such information is available with respect to and applicable for such date, using the date of the Change of Control) as the applicable performance measurement date for purposes of this determination for all such outstanding Tranches.

(ii) If the Annual Tier 1 Risk-Based Performance Factor so determined is 0.00%, all such outstanding 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 outstanding 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 previously been determined in accordance with clause (1) or (2) of Section 6.3(a) above, as applicable, or, if none, will be 100.00%, all effective as of the day immediately preceding the date the Change of Control occurs.

In the event that a Change of Control occurs after Grantee's death, for any Tranche or Tranches where the overall Annual Performance Factor for such Tranche or Tranches was determined effective as of the date of death pursuant to Section 6.4(a)(i) above, any such Factors will remain as so provided in Section 6.4(a)(i), and for any Tranche where, pursuant to Section 6.4(a)(ii), the overall Annual Performance Factor is to be determined in the same manner and effective as of the same time as it would have been had Grantee remained an employee of the Corporation, the overall Annual Performance Factor will remain as previously determined if such determination had already been made as of the day immediately preceding the date the Change of Control occurs, and if not, the Corporate and Risk Performance Factors for any such then outstanding Tranche will be determined as provided in this Section 6.4(b).

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**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. Percentages will be rounded to the nearest one-hundredth, with 0.005 being rounded upward to 0.01, but in no event will the overall Annual Performance Factor be greater than 125.00% or less than 0.00%.

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 outstanding 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 that remain outstanding, 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 First Tranche, the Annual Performance Factor for calendar year 2014) as determined in accordance with Section 6. Only the performance-adjusted share units in a Tranche are 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. Only outstanding Payout Share Units are eligible to vest in accordance with Section 8, provided that all of the other conditions of the Award Agreement are met. 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.

Payout Share Units that remain outstanding and vest in accordance with Section 8 are sometimes referred to as vested Payout Share Units. Outstanding vested Payout Share Units are settled and paid out in accordance with Section 9.

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 Performance RSUs in a Tranche that do not become Payout Share Units, together with the accrued Dividend Equivalents related to such Performance RSUs, will be cancelled; that is, only the performance-adjusted number of share units in the Tranche that remain outstanding and become Payout Share Units after the applicable corporate and risk performance adjustments and any other adjustments for that Tranche have been made 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 Sections 8 and 9 provided that all of the other conditions for vesting are satisfied, including the service condition. Any remaining portion of the Tranche (as would be the case where the Payout Percentage for the Tranche was less than 100.00%) will be cancelled.

Dividend Equivalents that had accrued with respect to any Performance RSUs in a Tranche that do not become Payout Share Units and are cancelled will also be cancelled as Dividend Equivalents are subject to the same performance and other 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 outstanding 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 1<sup>st</sup> anniversary of the Award Grant Date in the case of the First Tranche share units and related dividend equivalents, the 2<sup>d</sup> anniversary of the Award Grant Date in the case of the Second Tranche share units and related dividend equivalents, the 3<sup>rd</sup> anniversary of the Award Grant Date in the case of the Third Tranche share units and related dividend equivalents, and the 4<sup>th</sup> anniversary of the Award Grant Date in the case of the Fourth 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 31<sup>st</sup> 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 effective as of the time of Grantee’s death pursuant to Section 6.4(a)(i) and Section 6.5, and

(b) 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)(ii) and Section 6.5, at the same time and in the same manner as provided in Section 8(i)(a) or (b), as applicable, had Grantee 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 and vested related performance-adjusted Dividend Equivalents) 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; therefore, any shares of PNC common stock issued pursuant to this Section 9 will be fully vested at the time of issuance. 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 with respect to such payment 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 vested Payout Share Units and vested related performance-adjusted 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 31<sup>st</sup> 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 made pursuant to this Section 9.2.

- In the event that the vesting date pursuant to Section 8(i) or Section 8(ii)(b) is the date on which the performance adjustment determinations pursuant to Sections 6 and 7 with respect to the applicable Tranche are final or that the vesting date pursuant to Section 8(i) is the date as of which any suspension imposed pursuant to Section 5.5 is lifted, payment will be made no later than the earlier of (a) 30 days after the vesting date and (b) December 31<sup>st</sup> of the calendar year in which the vesting date occurs.
- Where vesting occurs pursuant to Section 8(ii)(a) upon Grantee's death, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.

(b) Form of Payout. Payment in settlement of such outstanding vested 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 outstanding 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 outstanding vested Payout 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 15) of PNC common stock as of the vesting date or in any case as otherwise provided in Section 13 or in Section 11 as applicable. Similarly, for any other outstanding award of performance-based restricted share units held by Grantee ("Prior Awards"), no fractional shares will be delivered to Grantee, and if a final award payment with respect to all or a portion of any such award is payable to Grantee in shares and includes a fractional interest, such fractional interest will be paid to Grantee in the same manner as for this Award.

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 with respect to such payment 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 vested Payout Share Units and vested related performance-adjusted 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 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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 performance-adjusted Dividend Equivalents had they vested pursuant to Section 8(i) rather than pursuant to Section 8(iii), but in no event later than December 31<sup>st</sup> 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) of this Section 9.3(a) 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 performance-adjusted 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 31<sup>st</sup> 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 pursuant to Section 8(i) had they vested pursuant to Section 8(i) rather than pursuant to Section 8(iii)), the 15<sup>th</sup> day of the 3<sup>rd</sup> 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 vested, performance-adjusted Dividend Equivalents being settled 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), or as otherwise provided in Section 13 as applicable, 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 vested, performance-adjusted 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 amount, PNC will settle the undisputed portion of the award amount, 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 outstanding vested 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 outstanding 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, or retained by PNC for taxes pursuant to Section 13, 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 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, the Corporation will retain whole shares of PNC common stock from any amounts then payable to Grantee hereunder in the form of shares of PNC common stock, and will withhold cash from any amounts then payable to Grantee hereunder that are settled in cash; provided, however, that in the event that amounts then payable to Grantee include a fractional interest, withholding may be made in the form of shares with respect to such fractional interest. Similarly, for any outstanding Prior Awards held by Grantee, if a final award payment with respect to all or a portion of any such award is payable to Grantee in the form of shares and includes a fractional interest, withholding may be made in the form of shares with respect to such fractional interest in the same manner as for this Award.

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 2014 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 Performance Review,” “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,” “Award Grant Date,”

“Award” means the Performance RSUs and related Dividend Equivalents award granted to Grantee pursuant to the Plan and evidenced by the Agreement.

“Award Grant Date” means the Award Grant Date set forth on page 1 of the Agreement.

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15.5 “Board” means the Board of Directors of PNC.

15.6 “Cause” and “termination for Cause.”

Except as otherwise required by Section 15.3 in connection with the definition of Anticipatory Termination set forth 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 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 (1<sup>st</sup>) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) any conviction (including a plea of guilty or of nolo contendere) of Grantee for, or any entry by Grantee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Grantee’s employment or other service relationship with the Corporation.

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee 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 Award Agreement.

15.16 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means (a) 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 or, if the Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

15.17 “GAAP” or “U.S. 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” or “U.S. 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 specified 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 outstanding performance-adjusted number of Performance RSUs calculated in accordance with Section 7 that are eligible to vest in accordance with Section 8 provided that all of the other conditions for vesting are met. “Vested Payout Share Units” are outstanding 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 Grantee 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 “Prior Awards” has the meaning set forth in Section 9.2.

15.28 “Qualifying Retirement,” “Qualifying Disability Termination,” and “Qualifying Anticipatory Termination” have the respective meaning specified in Section 5.3(iii), Section 5.3(iv), or Section 5.3(v), as the case may be.

15.29 “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.”

15.30 “Risk Performance Review Criteria” has the meaning specified in Section 6.3(c).

15.31 “ROEC” 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 two places to the right of the decimal, rounded to the nearest hundredth with 0.005 being rounded upward to 0.01.

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 such average economic capital as calculated by PNC for internal purposes.

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 4<sup>th</sup> quarter 2009 gain related to BlackRock's acquisition of Barclays Global Investors).

15.32 "ROEC hurdle" has the meaning set forth in Section 6.3.

15.33 "SEC" means the United States Securities and Exchange Commission.

15.34 "Section 409A" means Section 409A of the U.S. Internal Revenue Code.

15.35 "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.

15.36 "Share" means a share of PNC common stock.

15.37 "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.

15.38 "Tranche" and "First, Second, Third or Fourth Tranche" have the meanings set forth in Section 3.

15.39 "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 of the U.S. Internal Revenue Code, 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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

17.9 Applicable Law: Clawback, Adjustment or Recoupment. 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 or regulation.

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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 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

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Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.  
2006 INCENTIVE AWARD PLAN

\* \* \*

CORPORATE EXECUTIVE GROUP  
2014-2016 INCENTIVE PERFORMANCE UNITS  
AWARD AGREEMENT

\* \* \*

GRANTEE: [Name]  
AWARD GRANT DATE: February 13, 2014  
SHARE UNITS: [Whole number of share units]

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1. Definitions.

Certain terms used in this Corporate Executive Group 2014-2016 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. 2014-2016 Incentive Performance Units with Related Dividend Equivalents Award

Pursuant to the Plan and subject to the terms and conditions of the Award Agreement, PNC grants to the Grantee named above ("Grantee") a Share-denominated incentive award opportunity of performance units (the "Incentive Performance Units" or "2014-2016 Incentive Performance Units") of the number of share units set forth above, together with the opportunity to receive related dividend equivalents to the extent provided herein ("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 18 and is subject to the terms and conditions of the Award Agreement, including service, conduct and other conditions, corporate performance, risk performance and other adjustments, forfeiture provisions and Committee determinations, and to the Plan.

3. Terms of Award

This Award is subject to service, conduct-related and other conditions, corporate performance, risk performance and other adjustments, forfeiture provisions, Committee determinations, 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 and adjustment 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 and other 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 requirements or conduct-related or other provisions 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, a Final Award determination may in such circumstances be made at an earlier time. The Compensation Committee generally 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, all 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. Outstanding performance-adjusted Dividend Equivalents that vest in accordance with Section 8 will be paid out in cash at the same time that their related outstanding vested Incentive Performance Units are settled and paid out, all in accordance with the terms of Section 9.

Incentive Performance Units that are forfeited by Grantee pursuant to and in accordance with the service, conduct or other 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, and therefore shall terminate 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 and other conditions, forfeiture events, corporate and risk performance-based and other 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, Conduct or Other 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 Award

Agreement upon the forfeiture and cancellation of such Incentive Performance Units and related Dividend Equivalents, or specified portion thereof, 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, or specified portion thereof.

**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.

5.5 Clawback, Adjustment or Recoupment. Incentive Performance Units and related Dividend Equivalents are also 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 (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.

## 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 2014, 2015 and 2016) as provided in this Section 6; however, in certain circumstances, generally involving Grantee's death or a Change of Control, measurements may be made for 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 31<sup>st</sup>, as the case may be, all 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 this 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 90<sup>th</sup> 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 Award 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 2014-2016 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 are 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 is 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 2014-2016 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 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 Second 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 30<sup>th</sup> of that Performance Year for purposes of comparison PNC’s ROCE to such hurdle for this Award. For the 2014 Performance Year, this hurdle as approved by the Compensation Committee is related to PNC’s cost of common equity and is set at 7.34%.

The Compensation Committee also approved a hurdle related to PNC’s cost of common equity set at 7.34% for the 2014 performance year for purposes of comparison of PNC’s ROCE to such hurdle for the 2013-2015 Incentive Performance Units awards to members of PNC’s Corporate Executive Group.

(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 2014-2016 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, rounded to the nearest one-hundredth, with 0.005% being rounded upward to 0.01%, 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 Annual ROCE-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 2014-2016 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 2015 Performance Year, the specified Tier 1 risk-based capital ratio will be the ratio as of December 31, 2015, 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. In standard circumstances, this will generally 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. 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 for this Factor, 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 is not required with respect to the applicable Performance Year by the Risk Performance Review Criteria set forth in Section 6.5(c) below as applicable for that Performance Year, 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.

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(2) If an Annual Risk Performance Review is triggered by the provisions of Section 6.5(c) and is conducted, as set forth in Section 6.5(b) 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 such review is triggered as set forth in Section 6.5(c) below. Any such determination in accordance with Section 6.5(c) that an Annual Risk Performance Review will be conducted with respect to a given Performance Year will generally be made shortly after the close of the applicable Performance Year, but no later than the 45<sup>th</sup> day following the close of such year.

When an Annual Risk Performance Review is required by Section 6.5(c) with respect to a given completed Performance Year, either by action of the Compensation Committee or because the specific performance-metric-based review trigger is met, or a combination thereof, 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 Performance Year of less than 100.00%. A Factor of 0.00% would mean that the Award has failed to meet this 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 Performance 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 are as set forth below.

An Annual Risk Performance Review is required with respect to a given Performance Year if triggered by either or both of the following criteria: (1) the Compensation Committee requires a review in its discretion; or (2) PNC's return on economic capital, with specified adjustments ("ROEC"), is less than the applicable Compensation Committee-specified ROEC hurdle amount.

For purposes of this Award Agreement, "ROEC" will have the meaning set forth in Section 15.42. The "ROEC hurdle" for a given risk Performance Year will be the risk performance hurdle specified for that

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Performance Year by the Compensation Committee no later than March 30<sup>th</sup> of that Performance Year for purposes of comparison of ROEC to such hurdle for this Award. For the 2014 Performance Year, this hurdle as approved by the Compensation Committee is related to PNC's cost of capital and is set at 7.68%.

The Compensation Committee also approved a hurdle related to PNC's cost of capital set at 7.68% for the 2014 performance year for purposes of comparison of ROEC to such hurdle for the 2012-2014 Incentive Performance Units awards and the 2013-2015 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 or Section 6.6 and 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 (2014, 2015 and 2016) 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 or Section 6.6 and 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, as applicable, and provided that the Award has not been cancelled pursuant to any of the forfeiture provisions of Section 5, the number of outstanding share units in the Award will be performance adjusted as applicable in accordance with this Section 7. The outstanding 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.

The outstanding performance-adjusted Incentive Performance Units that are eligible to be the basis for a Final Award determination, provided that all of the other conditions of the Award Agreement are met, are sometimes referred to as the "Calculated Maximum Payout Share Units" and the percentage applied to the outstanding 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."

**7.2 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 that remain outstanding, 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 are eligible to be the basis for a Final Award determination pursuant to Section 8 provided that all of the other conditions of the Award Agreement are met.

In non-standard circumstances, the performance-adjusted number of share units for the Award will be calculated as provided in Section 7.3.

**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 to be the basis for a Final Award determination (the Calculated Maximum Payout Share Units) in these circumstances will be determined as follows at the time specified in Section 8.

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 total number of share units outstanding at the time of Final Award determination, without proration.

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 outstanding share units in these circumstances will be calculated as the average of the overall Annual Performance Factor calculated in accordance with Section 6 as if Grantee were a continuing employee for each calendar Performance Year completed prior to Grantee's death, if any, and for the calendar Performance Year in which Grantee's death occurs (whether or not such calculations are completed prior to Grantee's death) and an overall Annual Performance Factor of 100.00% for each calendar Performance Year, if any, remaining in the portion of the Award performance period following the calendar year in which Grantee died, if any.

Where a Change of Control occurs after Grantee's death but 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 calculated as described 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 after Grantee's death but prior to the time the Committee makes a Final Award determination, the number of outstanding performance-adjusted Incentive Performance Units eligible to be the basis for a Final Award determination in accordance with Section 8.3 will be either (1) or (2) as applicable: (1) if Grantee dies in the calendar year prior to the calendar year in which the Change of Control occurs, the same



maximum number of outstanding performance-adjusted share units calculated as described above in this Section 7.3(a); or (2) if Grantee dies in the same calendar year in which the Change of Control occurs but prior to that Change of Control, the number of outstanding performance-adjusted share units calculated for both the first and second parts of a Final Award calculated in accordance with Section 7.3(c) below as if Grantee were a continuing employee.

Dividend Equivalents cease to accrue as of the Final Award Date and will be performance-adjusted using the same performance factor applied to the Incentive Performance Units to which they relate; provided, however, that in the event that clause (2) of the preceding paragraph is applicable, the provisions of Section 7.3(c) with respect to the factor applicable to Dividend Equivalents will remain applicable in this case as well.

If Grantee dies after a Change of Control occurs, the provisions of Section 7.3(c) will continue to apply.

(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 to be the basis for a Final Award determination (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 the Change-of-Control-determined Final Award Date, as the case may be, 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 6 and Section 7.3(c), as applicable; provided, however, 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 the 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, however, 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, a Qualifying Disability Termination or a Qualifying Anticipatory 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, 2014 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 31<sup>st</sup> of such year, the overall Annual Performance Factor for the Performance Year in which the Change of Control occurs, each calculated as follows.

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For purposes of calculating the Pre-Change-of-Control Factor, the overall Annual Performance Factor for any calendar Performance 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 that 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 Performance Year.

The overall Annual Performance Factor for the Performance 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 the Change of Control date (or, if the Change of Control occurs on a quarter-end date and if such information is available with respect to and applicable for such date, on the Change of Control Date) and an Annual Risk Review Performance Factor that is the same as the Annual Risk Review Performance Factor applicable to the prior calendar Performance Year if an Annual Risk Review Performance Factor had previously been determined for that year in accordance with clause (1) or (2) of Section 6.5(a) above, as applicable, prior to the Change of Control, or if none 100.00%; provided, however, if the Change of Control occurs prior to the end of the first quarter of such Performance Year, no Annual Performance Factor will be calculated for the Performance Year in which the Change of Control occurs for purposes of calculating the Pre-Change-of-Control Factor.

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 Performance 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 the Change of Control Date (or, if the Change of Control occurs on a quarter-end date and if such information is available with respect to and applicable for such date, 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.

Dividend Equivalents cease to accrue as of the Final Award Date. 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).

In the event that Grantee dies prior to a Change of Control but the Change of Control occurs before the Committee makes a Final Award determination pursuant to Section 8.2, a Change-of-Control-determined Final Award will be calculated as described in clause (1) or (2), as applicable, of the fifth paragraph of Section 7.3(a). If Grantee dies following a Change of Control, the provisions of this Section 7.3(c) will continue to apply to the calculation of a Final Award.

In the event that Grantee ceased to be an employee of the Corporation by reason of a Qualifying Anticipatory Termination prior to the Change of Control, the provisions of Section 7.3(b) will apply.

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 remain outstanding and become Calculated Maximum Payout Share Units after the applicable corporate and risk performance adjustments and any other adjustments for the Award have been made will be eligible to be the basis for a Final Award determination and become vested Payout Share Units in accordance with Section 8 provided that all of the other conditions of the Award Agreement are met.

Dividend Equivalents that had accrued with respect to any Incentive Performance Units that do not become Calculated Maximum Payout Share Units and are cancelled will also be cancelled as Dividend Equivalents are subject to the same performance and other 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 and remains outstanding.

Final Award determinations pursuant to Section 8.2 will be made by the Committee as soon as practicable after December 31, 2016 (and in any event, such that any payout of a Final Award is made no later than December 31, 2017); provided, however, 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 31<sup>st</sup> 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 Qualifying Anticipatory Termination and except as otherwise provided in Sections 8.2(b) and 8.2(c) during a Change of Control Coverage Period or if a Change of Control has occurred, as applicable.

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). Outstanding 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 2014-2016 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, 2014 through December 31, 2016 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 2017.

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 2017, and the 2014-2016 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 calendar year following the calendar year in which Grantee died if such time is earlier than in early 2017 and otherwise in early 2017.

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: (1) the 2014-2016 Incentive Performance Units and related Dividend Equivalents are still outstanding; (2) 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 (3) 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 Award Agreement is sometimes referred to in the Award 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 2014-2016 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 2014-2016 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, conduct or other 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 Award 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 2014-2016 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 2014-2016 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 2014-2016 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, 2017.

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; therefore, any shares of PNC common stock issued pursuant to this Section 9 will be fully vested at the time of issuance. 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 with respect to such payment 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 an outstanding 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 31<sup>st</sup> 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 made pursuant to this Section 9.2.

(b) Form of Payout. Payment in settlement of such outstanding vested Payout Share Units will be made at the applicable time set forth in Section 9.2(a) above, and except 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 outstanding 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 outstanding vested Payout Share Units exceeds this specified number, the remaining outstanding 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 outstanding 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.

No fractional shares will be delivered to Grantee. If the outstanding 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 13 or in Section 11 as applicable. Similarly, for any other outstanding award of incentive performance units held by Grantee ("Prior Awards"), no fractional shares will be delivered to Grantee, and if a final award payment with respect to all or a portion of any such award is payable to Grantee in shares and includes a fractional interest, such fractional interest will be paid to Grantee in the same manner as for this Award.

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 with respect to such payment 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 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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, 2017, but in no event later than December 31, 2017.

(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, 2017, but in no event later than December 31, 2017, but Grantee dies prior to January 1, 2017, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later (but not beyond December 31, 2017), the 15<sup>th</sup> day of the 3<sup>rd</sup> 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), or as otherwise provided in Section 13 as applicable, 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 Award 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.

(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 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 amount, PNC will settle the undisputed portion of the award amount, 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 outstanding 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, or retained by PNC for taxes pursuant to Section 13, 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 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, 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; provided, however, that in the event that amounts then payable to Grantee include a fractional interest, withholding may be made in the form of shares with respect to such fractional interest. 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.

Similarly, for any outstanding Prior Awards held by Grantee, if a final award payment with respect to all or a portion of any such award is payable to Grantee in the form of shares and includes a fractional interest, withholding may be made in the form of shares with respect to such fractional interest in the same manner as for this Award.

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 2014-2016 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 Award 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 2014-2016 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 2014-2016 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 respective 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” and “Calculated Maximum Payout Percentage” have the respective meanings specified in Section 7.1.

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 PNC, by PNC’s 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 Award 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 Award 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 (1<sup>st</sup>) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) any conviction (including a plea of guilty or of nolo contendere) of Grantee for, or any entry by Grantee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Grantee’s employment or other service relationship with the Corporation.

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee 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 Award 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 4<sup>th</sup> 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 respective meanings specified 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 (a) 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 or, if the Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

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 “U.S. 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 “2014-2016 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” or “U.S. 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 7.1, 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, as 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 Grantee 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 “Prior Awards” has the meaning set forth in Section 9.2.



15.39 “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.

15.40 “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.”

15.41 “ROCE” and “ROCE hurdle.” “ROCE” (return on average common shareholders’ equity) and “ROCE hurdle” have the meanings set forth in Section 6.3(b).

15.42 “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 two places to the right of the decimal, rounded to the nearest hundredth with 0.005 being rounded upward to 0.01, 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 such average economic capital as calculated by PNC for internal purposes.

15.43 “SEC” means the United States Securities and Exchange Commission.

15.44 “Section 409A” means Section 409A of the U.S. Internal Revenue Code.

15.45 “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.

15.46 “Share” means a share of PNC common stock.

15.47 “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 2014-2016 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 of the U.S. Internal Revenue Code, 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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

17.9 Applicable Law: Clawback, Adjustment or Recoupment. 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 or regulation.

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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

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Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.  
2006 INCENTIVE AWARD PLAN

\* \* \*  
2014-2016 A&L-RELATED CASH-PAYABLE  
INCENTIVE PERFORMANCE UNITS  
AWARD AGREEMENT  
\* \* \*

GRANTEE: [Name]  
AWARD GRANT DATE: February 13, 2014  
SHARE UNITS: [Whole number of share units]

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1. Definitions.

Certain terms used in this 2014-2016 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. 2014-2016 A&L-Related Incentive Performance Units Award

Pursuant to the Plan and subject to the terms and conditions of the Award 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 "2014-2016 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, conduct and other conditions, corporate performance and other adjustments, forfeiture provisions and Committee determinations, and to the Plan.

3. Terms of Award.

This Award is subject to service, conduct-related and other conditions, corporate performance and other adjustments, forfeiture provisions, Committee determinations, 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 and adjustment until Final Award determination and vesting pursuant to Section 8 and are subject to upward or downward corporate performance and other 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 requirements or conduct-related or other provisions 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, a Final Award determination may in such circumstances be made at an earlier time. The Compensation Committee generally 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 outstanding 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 Award Agreement.

Incentive Performance Units that are forfeited by Grantee pursuant to and in accordance with the service, conduct or other provisions of Section 5, or that are not represented in a Final Award awarded and vested pursuant to Section 8, will be cancelled and therefore shall terminate 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, Conduct or Other 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 Award Agreement upon the forfeiture and cancellation of such Incentive Performance Units, or specified portion thereof, 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, or specified portion thereof.

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.

5.5 Clawback, Adjustment or Recoupment. Incentive Performance Units are also 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 (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.

#### 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 2014, 2015 and 2016) as provided in this Section 6; however, in certain circumstances, generally involving Grantee's death or a Change of Control, measurements may be made for 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 31<sup>st</sup>, as the case may be, all 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 Award 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 2014 (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, 2014;

(2) performance for the covered Performance Year consisting of calendar year 2015 (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, 2015; and

(3) performance for the covered Performance Year consisting of calendar year 2016 (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, 2016.



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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 the 2014-2016 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 are 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 is 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 2014-2016 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 (2014, 2015 and 2016) 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 or Sections 6 and 7, 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 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, as applicable, and provided that the Award has not been cancelled pursuant to any of the forfeiture provisions of Section 5, the number of outstanding share units in the Award will be performance adjusted as applicable in accordance with this Section 7. The outstanding 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.

The outstanding performance-adjusted Incentive Performance Units that are eligible to be the basis for a Final Award determination, provided that all of the other conditions of the Award Agreement are met, are sometimes referred to as the "Calculated Maximum Payout Share Units" and the percentage applied to the outstanding 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.

**7.2 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 that remain outstanding, 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 are eligible to be the basis for a Final Award determination pursuant to Section 8 provided that all of the other conditions of the Award Agreement are met.

In non-standard circumstances, the performance-adjusted number of share units for the Award will be calculated as provided in Section 7.3.

### 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 to be the basis for a Final Award determination (the Calculated Maximum Payout Share Units) in these circumstances will be determined as follows at the time specified in Section 8.

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 total number of share units outstanding at the time of Final Award determination, without proration.

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 outstanding share units in these circumstances will be calculated as the average of the Annual Performance Factor calculated in accordance with Section 6 as if Grantee were a continuing employee for each calendar Performance Year completed prior to Grantee's death, if any, and for the calendar Performance Year in which Grantee's death occurs (whether or not such calculations are completed prior to Grantee's death) and an Annual Performance Factor of 100.00% for each calendar Performance Year, if any, remaining in the portion of the Award performance period following the calendar year in which Grantee died, if any.

Where a Change of Control occurs after Grantee's death but 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 calculated as described 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 after Grantee's death but prior to the time the Committee makes a Final Award determination, the number of outstanding performance-adjusted Incentive Performance Units eligible to be the basis for a Final Award determination in accordance with Section 8.3 will be either (1) or (2) as applicable: (1) if Grantee dies in the calendar year prior to the calendar year in which the Change of Control occurs, the same maximum number of outstanding performance-adjusted share units calculated as described above in this Section 7.3(a); or (2) if Grantee dies in the same calendar year in which the Change of Control occurs but prior to that Change of Control, the number of outstanding performance-adjusted share units calculated for both the first and second parts of a Final Award calculated in accordance with Section 7.3 (c) below as if Grantee were a continuing employee.

If Grantee dies after a Change of Control occurs, the provisions of Section 7.3(c) will continue to apply.

(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 to be the basis for a Final Award determination (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 the Change-of-Control-determined Final Award Date, as the case may be, the Calculated Maximum Payout Share Units will be

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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 6 and Section 7.3(c), as applicable; provided, however, 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 the 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, however, 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, a Qualifying Disability Termination or a Qualifying Anticipatory 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, 2014 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 31<sup>st</sup> of such year, the Annual Performance Factor for the Performance 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 Performance 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 Performance 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 Performance Year, no Annual Performance Factor will be calculated for the Performance Year in which the Change of Control occurs for purposes of calculating the Pre-Change-of-Control Factor.

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 Performance 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.

In the event that Grantee dies prior to a Change of Control but the Change of Control occurs before the Committee makes a Final Award determination pursuant to Section 8.2, a Change-of-Control-determined Final Award will be calculated as described in clause (1) or (2), as applicable, of the fifth paragraph of Section 7.3(a). If Grantee dies following a Change of Control, the provisions of this Section 7.3(c) will continue to apply to the calculation of a Final Award.

In the event that Grantee ceased to be an employee of the Corporation by reason of a Qualifying Anticipatory Termination prior to the Change of Control, the provisions of Section 7.3(b) will apply.

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 remain outstanding and become Calculated Maximum Payout Share Units after the applicable corporate performance adjustments and any other adjustments for the Award have been made will be eligible to be the basis for a Final Award determination and become vested Payout Share Units in accordance with Section 8 provided that all of the other conditions of the Award Agreement are met.

## 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 and remains outstanding.

Final Award determinations pursuant to Section 8.2 will be made by the Committee as soon as practicable after December 31, 2016 (and in any event, such that any payout of a Final Award is made no later than December 31, 2017); provided, however, 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 31<sup>st</sup> 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 Qualifying Anticipatory Termination and except as otherwise provided in Sections 8.2(b) and 8.2(c) during a Change of Control Coverage Period or if a Change of Control has occurred, as applicable.

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"). Outstanding 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.

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## 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 2014-2016 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, 2014 through December 31, 2016 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 2017.

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 2017, and the 2014-2016 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 calendar year following the calendar year in which Grantee died if such time is earlier than in early 2017 and otherwise in early 2017.

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: (1) the 2014-2016 Incentive Performance Units are still outstanding; (2) 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 (3) 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 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 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 amount determined pursuant to the Award Agreement is sometimes referred to in the Award 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.

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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 2014-2016 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 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 2014-2016 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, conduct or other 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 Award 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 2014-2016 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 2014-2016 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 2014-2016 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, 2017.

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 with respect to such payment 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 an outstanding 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 31<sup>st</sup> 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 made pursuant to this Section 9.2.

(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 outstanding 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 with respect to such payment 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.

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### 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 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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, 2017, but in no event later than December 31, 2017.

(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, 2017, but in no event later than December 31, 2017, but Grantee dies prior to January 1, 2017, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later (but not beyond December 31, 2017), the 15<sup>th</sup> day of the 3<sup>rd</sup> 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 amount, PNC will settle the undisputed portion of the award amount, 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 outstanding 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, or retained by PNC for taxes pursuant to Section 13, 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 2014-2016 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 Award 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 2014-2016 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 2014-2016 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."

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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” and “Calculated Maximum Payout Percentage” have the respective meanings specified in Section 7.1.

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 PNC, by PNC's 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 Award 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 Award 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 (1<sup>st</sup>) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) any conviction (including a plea of guilty or of nolo contendere) of Grantee for, or any entry by Grantee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Grantee’s employment or other service relationship with the Corporation.

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee 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 (a) 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 or, if the Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

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 "U.S. 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 "2014-2016 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" or "U.S. 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 7.1, 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, as 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 Grantee 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 U.S. 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 2014-2016 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 of the U.S. Internal Revenue Code, 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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

17.9 Applicable Law; Clawback, Adjustment or Recoupment. 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 or regulation.

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.

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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

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Grantee

THE PNC FINANCIAL SERVICES GROUP, INC.  
2006 INCENTIVE AWARD PLAN

\* \* \*  
SENIOR LEADERS DEFERRAL PROGRAM  
2014 STOCK-PAYABLE PERFORMANCE  
RESTRICTED SHARE UNITS  
AWARD AGREEMENT  
\* \* \*

GRANTEE: [Name]  
AWARD ISSUANCE DATE: March 7, 2014  
SHARE UNITS: [Whole number] share units

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1. Definitions.

Certain terms used in this Senior Leaders Deferral Program 2014 Stock-Payable 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 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 Award 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 to the extent provided herein (“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 16 and is subject to the terms and conditions of the Award Agreement, including service, conduct and other conditions, risk performance and other adjustments, and forfeiture provisions, and to the Plan.

3. Terms of Award

For the purpose of determining service, conduct and other conditions, performance and other adjustments, forfeitures, 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 and 6 relating to (1) specified service conditions and service-related forfeiture provisions, (2) specified conduct-related and other forfeiture, adjustment and suspension provisions, (3) specified annual risk performance reviews, review criteria and conditions, and (4) 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 payout size adjustment of that tranche for risk performance) 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 related to that tranche's risk performance year of 0.00%).

The four Performance RSUs and related Dividend Equivalents tranches (each a "Tranche"), 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 2014 risk performance ("2014 Tranche" or "First Tranche");
- one-third of the remaining share units (rounded down to the nearest whole unit) are in the second tranche and will relate to 2015 risk performance ("2015 Tranche" or "Second Tranche");
- one-half of the remaining share units (rounded down to the nearest whole unit) are in the third tranche and will relate to 2016 risk performance ("2016 Tranche" or "Third Tranche"); and
- the remainder of the share units are in the fourth tranche and will relate to 2017 risk performance ("2017 Tranche" or "Fourth Tranche").

Performance RSUs and Dividend Equivalents are not transferable. The Performance RSUs and related Dividend Equivalents are subject to forfeiture and adjustment 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, all in accordance with the provisions of Sections 5 and 6.

Performance RSUs that are not forfeited pursuant to the service requirements or conduct or other provisions of Section 5, and have a risk-performance adjustment factor and payout percentage determined in accordance with the terms of Section 6 of greater than 0.00%, will be performance-adjusted in accordance with the risk performance adjustment provisions of Section 6. 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 they will be settled and paid out, generally in shares of PNC common stock, all 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. Outstanding performance-adjusted Dividend Equivalents that vest in accordance with Section 7.1 will be paid out in cash at the same time that their related outstanding vested Performance RSUs are settled and paid out, all in accordance with the terms of Section 7.

Performance RSUs that are forfeited by Grantee pursuant to and in accordance with the service, conduct or other 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, and therefore will terminate, 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 for that Tranche. The specified number for purposes of the preceding sentence will be the number equal to the number of outstanding risk performance-adjusted number of share units that become Payout Share Units (as defined in Section 6.5) and vest in accordance with Section 7 with respect to the related Performance RSUs in that same Tranche, if any.

Dividend Equivalents are subject to the same service requirements, conduct and other conditions, forfeiture events, vesting conditions, and risk performance-based and other payout size adjustments as the Performance RSUs to which they relate, all as set forth in Sections 5, 6 and 7. 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 7.

5. Forfeiture Provisions: Termination Upon Failure to Meet Applicable Service, Conduct or Other Conditions

5.1 Termination Upon Forfeiture of 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 or specified portion thereof, as the case may be, of Performance RSUs and related Dividend Equivalents upon forfeiture and cancellation of such Tranche or Tranches, or specified portion thereof, 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, or specified portion thereof, as applicable.

5.2 Forfeiture 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 (as defined in Section 13).

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 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> anniversary of the Award Issuance Date, as the case may be, with respect to the First, Second, Third or Fourth 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 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 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 13) (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 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 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 4<sup>th</sup> 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 a Qualifying 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 Compensation Committee or other PNC Designated Person (each as defined in Section 13) may determine that the vesting of those Performance RSUs and related Dividend Equivalents will be suspended.

Any such suspension of vesting will 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; and

(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.

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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 will proceed in accordance with Sections 5, 6 and 7, as applicable. No interest will be paid with respect to any suspended payments.

5.6 Clawback, Adjustment or Recoupment. Performance RSUs and related Dividend Equivalents are also 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 (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.

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 in the Award Agreement unless and until amended prospectively by the Compensation Committee or the Review Committee (as defined in Section 13).

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 performance year applicable to that Tranche as set forth in Section 3 (e.g., for the First Tranche, also referred to as the 2014 Tranche, the applicable risk performance relates to risk performance for calendar year 2014).

The Annual Risk Performance Factor for a Tranche could range from 100.00%, reflecting no downward adjustment to the applicable Tranche of the Award for risk performance for that performance year, to an Annual Risk Performance Factor reflecting a downward adjustment of the Performance RSUs and Dividend Equivalents in the applicable Tranche to a specified percentage 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 and Grantee has not died, 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 by the Risk Performance Review Criteria set forth in Section 6.3 below as applicable to Grantee for that performance year, 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 triggered by the provisions of Section 6.3 as applicable to Grantee and 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, 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 Review Committee determination date.

For circumstances where Grantee dies while still an employee of the Corporation or following a Qualifying Retirement or a Qualifying Disability Termination, or where Grantee's employment with the Corporation has ceased

by reason of a Qualifying Anticipatory Termination, or where there is a Change of Control, the Annual Risk 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 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 such review is triggered as set forth in Section 6.3 as applicable to Grantee. Any such determination in accordance with Section 6.3 that an Annual Risk Performance Review will be conducted with respect to a given performance year will generally be made shortly after the close of the applicable performance year, but no later than the 45<sup>th</sup> day following the close of such year.

When an Annual Risk Performance Review is required by Section 6.3 with respect to a given completed risk performance year, whether such review is triggered by action of the Review Committee or Compensation Committee or because a specific business unit or enterprise level review trigger applicable to Grantee is met, or a combination thereof, 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 relates 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 performance 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. Percentages will be rounded to the nearest one-hundredth, with 0.005 being rounded upward to 0.01, but in no event will an Annual Risk Performance Factor be greater than 100.00% or less than 0.00%.

If the Review Committee determines in its discretion that it would not be appropriate to apply a downward adjustment for risk performance for such performance 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 as applicable to Grantee are as set forth below.

An Annual Risk Performance Review is required with respect to a given performance year if triggered by any one or more of the following criteria: (1) either the Review Committee or the Compensation Committee requires a review in its discretion; (2) one of the specific business unit or enterprise level review triggers set forth in the following paragraph is met and that review trigger is applicable to Grantee because either (a) it is the review trigger that applies to Grantee based on Grantee's business unit or functional area as of the Award Issuance Date and the Review Committee has not determined in its discretion to apply a different review trigger to Grantee for the given performance year or (b) the Review Committee has determined in its discretion to apply such specific business unit or enterprise level review trigger to Grantee for the specific performance year or years; or (3) the Compensation Committee conducts a risk performance review with respect to that performance year for purposes of PNC's 2014 Performance RSUs awards to members of PNC's Corporate Executive Group ("CEG").

The specific business unit or enterprise level review triggers referenced in clause (2) above are as follows:

- PNC's Retail Banking segment reports a loss for the performance year
- PNC's Corporate & Institutional Banking segment reports a loss for the performance year
- PNC's Asset Management Group segment reports a loss for the performance year
- PNC's Residential Mortgage Banking segment reports a loss for the performance year
- PNC's return on economic capital with specified adjustments ("ROEC") for the performance year is less than the applicable Compensation Committee-specified ROEC hurdle amount for that performance year

If Grantee is assigned to one of the Retail Banking, Corporate & Institutional Banking, Asset Management Group or Residential Mortgage Banking business units as of the Award Issuance Date, the specific business unit review trigger applicable to Grantee will be the one that corresponds to Grantee's business unit on the Award Issuance Date unless and until the Review Committee determines otherwise in its discretion. If Grantee is not assigned to one of those business units as of the Award Issuance Date, the specific review trigger applicable to Grantee will be the one that relates to PNC's ROEC relative to the applicable Compensation Committee-specified hurdle amount unless and until the Review Committee determines otherwise in its discretion.

For purposes of this Award Agreement, whether or not a specified business unit has a loss for a given performance year will be determined on the basis of the reported earnings or loss, as the case may be, of the reportable business segment that includes the results of such business unit, based on PNC's publicly reported financial results for that year.

For purposes of this Award Agreement, "ROEC" will have the meaning set forth in Section 13.33. 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 2014 Performance RSUs awards to members of the CEG. For the 2014 performance year, this hurdle is related to PNC's cost of capital and is set at 7.68%.

The hurdle for the 2014 performance year for purposes of comparison of ROEC to such hurdle for the Senior Leaders Deferral Program 2013 Stock-Payable Performance Restricted Share Units awards is also set at 7.68%.

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.

#### 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, in either case prior to the occurrence of a Change of Control, then with respect to any Tranche or Tranches that are outstanding at the time of Grantee's death: (i) the Annual Risk Performance Factor will be 100.00%, effective as of the date of death, with respect to any Tranche or Tranches that are outstanding at the time of Grantee's death other than the Tranche, if any, that is provided for in the following subclause (ii) in the circumstances described in that subclause; and (ii) if such death occurs after the close of a risk performance year but before the Tranche that relates to that performance year has either been performance-adjusted and vested or has been forfeited, as the case may be, then the Annual Risk Performance Factor with respect to such Tranche, if any, will be determined in the same manner and effective as of the same time as it would have been had Grantee remained an employee of the Corporation, provided that the Tranche remains outstanding at the applicable time.

In the event that Grantee dies following a Qualifying Anticipatory Termination or following a Change of Control, the Annual Risk Performance Factor for any then outstanding Tranche will remain the Factor determined as provided in Section 6.4(b) or Section 6.4(c) below, as applicable.

(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 previously been determined in accordance with clause (1) or (2) of Section 6.1 above, as applicable, or if none, will be 100.00%, all effective as of the end of the day immediately preceding Grantee's Termination Date.

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(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 through the day immediately prior to the date the 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 previously been determined in accordance with clause (1) or (2) of Section 6.1 above, as applicable, or, if none, will be 100.00%, all effective as of the day immediately preceding the date the Change of Control occurs.

In the event that a Change of Control occurs after Grantee's death, for any Tranche or Tranches where the Annual Risk Performance Factor for such Tranche or Tranches was determined effective as of the date of death pursuant to Section 6.4(a)(i) above, any such Factor will remain as so provided in Section 6.4(a)(i), and for any Tranche where, pursuant to Section 6.4(a)(ii), the Annual Risk Performance Factor is to be determined in the same manner and effective as of the same time as it would have been had Grantee remained an employee of the Corporation, the Annual Risk Performance Factor will remain as previously determined if such determination had already been made as of the day immediately preceding the date the Change of Control occurs, and if not, the Annual Risk Performance Factor for any such then outstanding Tranche will be determined as provided in this Section 6.4(c).

In the event that a Change of Control occurs after a Qualifying Anticipatory Termination, the Annual Risk Performance Factor for any then outstanding Tranche will remain the Factor determined as provided in Section 6.4(b) above as applicable.

6.5 Performance Adjustment of Outstanding Share Units. Once an Annual Risk Performance Factor for a Tranche of Performance RSUs and related Dividend Equivalents has been determined in accordance with Sections 6.1 through 6.4, as applicable, and provided that the Tranche has not been cancelled pursuant to any of the forfeiture provisions of Section 5, the number of outstanding 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 that remain outstanding, 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 First Tranche, the Annual Risk Performance Factor for calendar year 2014) as determined in accordance with Sections 6.1 through 6.4, as applicable. Only the performance-adjusted share units in a Tranche are 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. Only outstanding Payout Share Units are eligible to vest in accordance with Section 7.1 provided that all of the other conditions of the Award Agreement are met. 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.

Payout Share Units that remain outstanding and vest in accordance with Section 7.1 are sometimes referred to as vested Payout Share Units. Outstanding vested Payout Share Units are settled and paid out in accordance with Sections 7.2 and 7.3.

Dividend Equivalents will be subject to the same performance adjustment and Payout Percentage that is applied to the Performance RSUs to which they relate.

6.6 Termination of Portions of Award Due to Performance Adjustments The Performance RSUs in a Tranche that do not become Payout Share Units, together with the accrued Dividend Equivalents related to such Performance RSUs, will be cancelled; that is, only the performance-adjusted number of share units in the Tranche that remain outstanding and become Payout Share Units after the applicable risk performance adjustment and any other adjustments for that Tranche have been made 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. Any remaining portion of the Tranche (as would be the case where the Payout Percentage for the Tranche was less than 100.00%) will be cancelled.

Dividend Equivalents that had accrued with respect to any Performance RSUs in a Tranche that do not become Payout Share Units and are cancelled will also be cancelled as Dividend Equivalents are subject to the same performance and other 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 outstanding 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 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 Section 6 and remain outstanding at that time:

- (i) (a) the 1<sup>st</sup> anniversary of the Award Issuance Date in the case of the First Tranche share units and related dividend equivalents, the 2<sup>d</sup> anniversary of the Award Issuance Date in the case of the Second Tranche share units and related dividend equivalents, the 3<sup>rd</sup> anniversary of the Award Issuance Date in the case of the Third Tranche share units and related dividend equivalents, and the 4<sup>th</sup> anniversary of the Award Issuance Date in the case of the Fourth 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 31<sup>st</sup> 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 Annual Risk Performance Factor for such Tranche is determined effective as of the time of Grantee's death pursuant to Section 6.4(a)(i) or was previously determined prior to Grantee's death pursuant to Section 6.4(b), and
  - (b) 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)(ii), at the same time and in the same manner as provided in Section 7.1(i)(a) or (b), as applicable, had Grantee 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 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, pursuant to the provisions of Section 6, 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 7.1 or on the cancellation date for such Performance RSUs in accordance with Section 5 or Section 6, as applicable.

Outstanding accrued performance-adjusted Dividend Equivalents that vest in connection with the vesting of the outstanding 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.** Outstanding vested Payout Share Units will be paid out 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 outstanding 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 outstanding vested Payout 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 13) 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 7.3 if payment is made pursuant to that provision, as necessary) or in any case as otherwise provided in Section 11 or in Section 9 as applicable. Similarly, for any other outstanding award of performance restricted share units held by Grantee ("Prior Award"), no fractional shares will be delivered to Grantee, and if a final award payment with respect to all or a portion of any such award is payable to Grantee in shares and includes a fractional interest, such fractional interest will be paid to Grantee in the same manner as for this Award.

Outstanding vested related performance-adjusted Dividend Equivalents 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 outstanding vested, performance-adjusted Performance RSUs to which they relate.

**7.3 Payout Timing.** Payment will be made to Grantee in settlement of outstanding vested Payout Share Units and vested related performance-adjusted 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 31<sup>st</sup> of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest will be paid with respect to any such payments made pursuant to this Section 7.

- In the event that the vesting date pursuant to Section 7.1(i) or Section 7.1(ii)(b) is the date on which the performance adjustment determination pursuant to Section 6 with respect to the applicable Tranche is final or that the vesting date pursuant to Section 7.1(i) is the date as of which any suspension imposed pursuant to Section 5.5 is lifted, payment will be made no later than the earlier of (a) 30 days after the vesting date and (b) December 31<sup>st</sup> of the calendar year in which the vesting date occurs.

- Where vesting occurs pursuant to Section 7.1(ii)(a) upon Grantee's death, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death;
- Where vesting occurs pursuant to Section 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 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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 performance-adjusted 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 31<sup>st</sup> 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 subsection (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 performance-adjusted 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 31<sup>st</sup> 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 pursuant to Section 7.1(i) had they vested pursuant to Section 7.1(i) rather than pursuant to Section 7.1(iii)), the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.

Delivery of shares and/or other payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements with respect to such payment 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 outstanding vested 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 outstanding vested Performance RSUs and Dividend Equivalents are settled and paid out 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, or retained by PNC for taxes pursuant to Section 11, 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 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, the Corporation will retain whole shares of PNC common stock from any amounts then payable to Grantee hereunder in the form of shares of PNC common stock, and will withhold cash from any amounts then payable to Grantee hereunder that are settled in cash; provided, however, that in the event that amounts then payable to Grantee include a fractional interest, withholding may be made in the form of shares with respect to such fractional interest. Similarly, for any outstanding Prior Award held by Grantee, if a final award payment with respect to all or a portion of such award is payable to Grantee in the form of shares and includes a fractional interest, withholding may be made in the form of shares with respect to such fractional interest in the same manner as for this Award.

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 2014 Stock-Payable 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 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 subsection (a), clause (ii) of the definition of Detrimental Conduct in Section 13.13, 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 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 (1<sup>st</sup>) anniversary of the later of (i) Grantee's Termination Date and, if different, (ii) the first date after Grantee's Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) any conviction (including a plea of guilty or of nolo contendere) of Grantee for, or any entry by Grantee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Grantee's employment or other service relationship with the Corporation.

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee 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 Award Agreement.

13.16 "Fair Market Value" as it relates to a share of PNC common stock as of any given date means (a) 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 or, if the Compensation Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Compensation Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

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13.17 “GAAP” or “U.S. 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” or “U.S. Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

13.20 “Payout Percentage” has the meaning specified in Section 6.5.

13.21 “Payout Share Units” and “vested Payout Share Units” have the meanings specified in Sections 6.5 and 7.1. “Payout Share Units” are the outstanding performance-adjusted number of Performance RSUs calculated in accordance with Section 6.5 that are eligible to vest in accordance with Section 7.1 provided that all of the other conditions of the Award Agreement are met. “Vested Payout Share Units” are outstanding performance-adjusted Performance RSUs that have vested in accordance with Section 7.1.

13.22 “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 9 if any, awarded to Grantee pursuant to the Plan and evidenced by the Agreement.

13.23 “Person” has the meaning specified in the definition of Change of Control in Section 13.8(a).

13.24 “Plan” means The PNC Financial Services Group, Inc. 2006 Incentive Award Plan as amended from time to time.

13.25 “Plan Administrator” has the meaning specified in Article III of the Annual Incentive Deferral Plan.

13.26 “PNC” means The PNC Financial Services Group, Inc.

13.27 “PNC Designated Person” or “Designated Person” will be: (a) the Compensation Committee or its delegate if Grantee is (or was when Grantee 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.

13.28 “Prior Award” has the meaning set forth in Section 7.2.

13.29 “Qualifying Retirement,” “Qualifying Disability Termination” and “Qualifying Anticipatory Termination” have the respective meaning specified in Section 5.3(iii), Section 5.3(iv) or Section 5.3(v), as the case may be.

13.30 “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.

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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.”

13.31 “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.

13.32 “Risk Performance Review Criteria” has the meaning specified in Section 6.3.

13.33 “ROEC” 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 two places to the right of the decimal, rounded to the nearest hundredth with 0.005 being rounded upward to 0.01.

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 such average economic capital as calculated by PNC for internal purposes.

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 4<sup>th</sup> quarter 2009 gain related to BlackRock’s acquisition of Barclays Global Investors).

13.34 “ROEC hurdle” has the meaning set forth in Section 6.3.

13.35 “SEC” means the United States Securities and Exchange Commission.

13.36 “Section 409A” means Section 409A of the U.S. Internal Revenue Code.

13.37 “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.

13.38 "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.

13.39 "Tranche" and "First, Second, Third or Fourth Tranche" have the meanings 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 a Qualifying 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 of the U.S. Internal Revenue Code, 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

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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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

15.9 Applicable Law; Clawback, Adjustment or Recoupment. 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, will 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 or regulation.

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 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 Issuance Date.

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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

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Grantee

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RESTRICTED SHARE UNITS

Three Year Stock-Payable RSUs with  
No Continuing Service Requirement

THE PNC FINANCIAL SERVICES GROUP, INC.  
2006 INCENTIVE AWARD PLAN

\* \* \*

FEBRUARY 2014 STOCK-PAYABLE RESTRICTED SHARE UNITS  
AWARD AGREEMENT

\* \* \*

GRANTEE: [Name]  
AWARD GRANT DATE: February 13, 2014  
RESTRICTED SHARE UNITS: share units

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1. Definitions. Certain terms used in this February 2014 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 restricted share units set forth above, together with the opportunity to receive related dividend equivalents to the extent provided herein (“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 Award Agreement, including conduct and other conditions and forfeiture provisions, and to the Plan.

3. Terms of Award. The Award is subject to the terms and conditions set forth in the Agreement and to the Plan.

3.1 No Service Requirements. Grantee must be an employee of the Corporation on the Award Grant Date. There is no continuing service requirement for the Award.

3.2 Initial Tax Withholding: Tax Share Units Any Federal Insurance Contributions Act (FICA) employee taxes required in connection with and at the time of grant of the Award, and any Federal, state or local tax amounts related to the payment of such FICA taxes or to required minimum income tax withholding in connection with the payout at the time of grant of sufficient of the Restricted Share Units to pay the employee FICA taxes and all related taxes (including additional income taxes required by virtue of the pyramiding of wages and taxes), shall be paid first from the retention of the Shares resulting from the payout at that time of the Tax Share Units (as described below) and then any remaining amount shall be withheld from other compensation then payable to Grantee or as otherwise determined by PNC. The Tax Share Units will vest and be paid out in shares of PNC common stock in accordance with the applicable provisions of Section 6 at the time of grant and those payout Shares will be retained by PNC, all for the sole purpose of the payment of required employee FICA and other taxes in accordance with this Section 3.2 and Section 10.1.

The Tax Share Units shall be that number of the Restricted Share Units of the Award equal to the aggregate of the First Day Tax Withholding amounts (in dollars), as described below, divided by the Fair Market Value (as defined in Section 12) of a share of PNC common stock on the Award Grant Date, rounded down to the nearest whole share unit; provided, however, that the Tax Share Units shall in no event exceed the number of share units the payout of which is permitted to be accelerated for the purposes of the payment of FICA taxes and any Federal, state and local taxes related to the payment of such FICA taxes (including additional income taxes required by virtue of the pyramiding of wages and taxes) in accordance with Section 409A of the U.S. Internal Revenue Code.

The First Day Tax Withholding amounts shall be (i) the dollar amount of the employee FICA taxes imposed with respect to the Award at the time of grant and any state or local taxes related to the payment of such FICA taxes, plus (ii) the dollar amount of Federal, state and local income tax required to be withheld on the income recognized by virtue of the payout of sufficient Restricted Share Units such that the retention of the Shares so paid out will be sufficient to satisfy the payment of the dollar amount of taxes described in clause (i) hereof, plus (iii) the dollar amount of Federal, state and local income tax required to be withheld on the income recognized by virtue of the payout of sufficient additional Restricted Share Units to satisfy the required income tax withholding on the dollar amount described in clause (ii) hereof, and so on with respect to the income taxes related to the compensation income attributable to the pyramiding of paying out sufficient additional share units to satisfy each successive amount of required income tax withholding.

Applicable tax withholding obligations not satisfied at the time of grant as described above will be satisfied as provided in Section 10.2.

3.3 Tranches. The Restricted Share Units in the Award that are not Tax Share Units (that is, the total number of Restricted Share Units set forth on page 1 of the Agreement minus the number of Tax Share Units) are divided into three installments or tranches for purposes of determining the conduct and other conditions and provisions applicable to each portion of the RSUs and related Dividend Equivalents under the Agreement. 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 and other provisions and forfeitures and to vesting and settlement provisions for each tranche.

The three Restricted Share Units and related Dividend Equivalents tranches (each, a “Tranche”) are set forth below:

- one-third of the share units that are not Tax Share Units (rounded down to the nearest whole unit) are in the first tranche (“First Tranche”);
- one-half of the remaining share units that are not Tax Share Units (rounded down to the nearest whole unit) are in the second tranche (“Second Tranche”); and
- the remainder of the share units that are not Tax Share Units are in the third tranche (“Third Tranche”).

3.4 Restricted Share Units and Dividend Equivalents are not transferable. Restricted Share Units and related Dividend Equivalents are subject to forfeiture pursuant to the applicable conduct and other terms and conditions of the Agreement until vesting of the Restricted Share Units in accordance with the terms of the Agreement.

Provided that Restricted Share Units are not forfeited in accordance with the terms of Section 5 and vest in accordance with the terms of Section 6, those 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 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. Due to the timing of the vesting of the Tax Share Units, no related Dividend Equivalents will be payable with respect to the Tax Share Units.

#### 4. Dividend Equivalents

Dividend Equivalents. These Dividend Equivalents are related to the Restricted Share Units other than the Tax 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.

Due to the timing of the vesting of the Tax Share Units, no related Dividend Equivalents will be payable with respect to the Tax Share Units.

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 5.2(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 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, or specified portion thereof, and the right to receive payment with respect to the Dividend Equivalents related to such Restricted Share Units, pursuant to

the terms and conditions of this Section 5, the Award will terminate with respect to such RSUs and related Dividend Equivalents, or specified portion thereof, 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 RSUs and related Dividend Equivalents, or specified portion thereof, as applicable.

#### 5.2 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<sup>d</sup> 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) 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 (as defined in Section 12).

5.3 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 Committee or other PNC Designated Person may determine that the vesting of those Restricted Share Units and any further Dividend Equivalents payments shall be suspended.

Any 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; and

(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.

5.4 Clawback, Adjustment or Recoupment. Restricted Share Units and related Dividend Equivalents are also 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 (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.

#### 6. Vesting and Settlement of Restricted Share Units.

6.1 Vesting. 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 Award Grant Date in the case of the Tax Share Units;

(ii) the 1<sup>st</sup> anniversary of the Award Grant Date in the case of the First Tranche of RSUs, the 2<sup>nd</sup> anniversary of the Award Grant Date in the case of the Second Tranche of RSUs, and the 3<sup>rd</sup> anniversary of the Award Grant Date in the case of the Third Tranche of RSUs, as the case may be, or, if later, on the date as of which any suspension imposed with respect to those Restricted Share Units pursuant to Section 5.3 is lifted without forfeiture of the units and the units vest, as applicable;

(iii) the date of Grantee's death; and

(iv) 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.

(a) Tax Share Units. Vested Tax Share Units will be settled at the time set forth in Section 6.3 for the payout of Tax Share Units by delivery of that number of whole shares of PNC common stock equal to the number of vested Tax Share Units being settled.

(b) Except as otherwise provided in Section 6.2 (a) above, 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(b) if payment is made pursuant to that provision as necessary) or in any case as otherwise provided in Section 10.2 or 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.

(a) Tax Share Units. Payment will be made in settlement of the vested Tax Share Units as soon as practicable upon the vesting of those share units as set forth in subclause (i) of Section 6.1, and the shares of PNC common stock so paid out in settlement of the vested Tax Share Units will be retained by PNC for FICA and other tax withholding in accordance with Sections 3.2 and 10.1.

(b) Except as otherwise provided in Section 6.3(a) above, 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 31<sup>st</sup> 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(ii) is the date as of which any suspension imposed pursuant to Section 5.3 is lifted, payment will be made no later than the earlier of (a) 30 days after the vesting date and (b) December 31<sup>st</sup> of the calendar year in which the vesting date occurs.
- Where vesting occurs pursuant to Section 6.1(iii) upon Grantee's death, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(iv) 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 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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 6.1(ii) rather than pursuant to Section 6.1(iv), but in no event later than December 31<sup>st</sup> of the calendar year in which such scheduled vesting date occurs.

- Where vesting occurs pursuant to Section 6.1(iv) 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(ii) rather than pursuant to Section 6.1(iv), but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later (but not beyond the end of the calendar year in which the vesting would have occurred had such RSUs vested pursuant to Section 6.1(ii) rather than pursuant to Section 6.1(iv)), the 15<sup>th</sup> day of the 3<sup>rd</sup> 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 of PNC stock are issued and delivered in settlement of outstanding vested Restricted Share Units pursuant to and in accordance with Section 6.

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#### 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, or retained by PNC for taxes pursuant to Sections 3, 6 and 10, shall extinguish all right to payment hereunder.

#### 10. Withholding Taxes.

10.1 The Corporation will retain the whole shares of PNC common stock payable hereunder upon settlement of the Tax Share Units to satisfy the employee FICA taxes imposed on the Award at the time of grant, any state or local taxes related to the payment of such FICA taxes, and all minimum Federal, state or local income tax withholding requirements with respect to the payout of Tax Share Units. Any tax withholding obligation with respect to such FICA and other taxes remaining after the retention of Shares for the purpose of payment of such taxes will be satisfied by the Corporation by withholding for such purpose from other compensation then payable to Grantee, or as otherwise determined by PNC.

For purposes of this Section 10.1, shares of PNC common stock retained to satisfy applicable FICA and other withholding tax requirements will be valued at their Fair Market Value (as defined in Section 12) on the date the tax withholding obligation arises (that is, on the Award Grant Date).

10.2 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 (as defined in Section 12) 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 then payable to Grantee include a fractional interest, withholding may be made in the form of shares with respect to such fractional interest. 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 10.2, 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" or "Award Agreement."

"Agreement" or "Award Agreement" means the February 2014 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.

12.2 "Award;" "Award Grant Date."

"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.

12.3 "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” 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 (1<sup>st</sup>) anniversary of the later of (i) Grantee's Termination Date and, if different, (ii) the first date after Grantee's Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) any conviction (including a plea of guilty or of nolo contendere) of Grantee for, or any entry by Grantee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Grantee's employment or other service relationship with the Corporation.

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee 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 (a) 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 or, if the Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

12.15 "GAAP" or "U.S. 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.

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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 Grantee 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 U.S. 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 “Tax Share Units” has the meaning set forth in Section 3.

12.28 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under U.S. generally accepted accounting principles and Grantee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee’s employment with the Corporation terminates effective at the time this occurs.

12.29 “Tranche” and “First, Second or Third 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 and regardless of whether any such dividend equivalents are ultimately paid); 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.

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 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 of the U.S. Internal Revenue Code, 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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

14.9 Applicable Law; Clawback, Adjustment or Recoupment. 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 or regulation.

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

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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

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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: share units

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1. Definitions. Certain terms used in this 20 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 restricted share units set forth above, together with the opportunity to receive related dividend equivalents to the extent provided herein (“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 Award Agreement, including conduct and other conditions and adjustments and forfeiture provisions, and to the Plan.

3. Terms of Award. The Award is subject to the terms and conditions set forth in the Award Agreement and to the Plan.

3.1 No Service Requirements. Grantee must be an employee of the Corporation on the Award Grant Date. There is no continuing service requirement for the Award.

3.2 Initial Tax Withholding; Tax Share Units. Any Federal Insurance Contributions Act (FICA) employee taxes required in connection with and at the time of grant of the Award, and any Federal, state or local tax amounts related to the payment of such FICA taxes or to required minimum income tax withholding in connection with the payout at the time of grant of sufficient of the Restricted Share Units to pay the employee FICA taxes and all related taxes (including additional income taxes required by virtue of the pyramiding of wages and taxes), shall

be paid first from the retention of the Shares resulting from the payout at that time of the Tax Share Units (as described below) and then any remaining amount shall be withheld from other compensation then payable to Grantee or as otherwise determined by PNC. The Tax Share Units will vest and be paid out in shares of PNC common stock in accordance with the applicable provisions of Section 6 at the time of grant and those payout Shares will be retained by PNC, all for the sole purpose of the payment of required employee FICA and other taxes in accordance with this Section 3.2 and Section 10.1.

The Tax Share Units shall be that number of the Restricted Share Units of the Award equal to the aggregate of the First Day Tax Withholding amounts (in dollars), as described below, divided by the Fair Market Value (as defined in Section 12) of a share of PNC common stock on the Award Grant Date, rounded down to the nearest whole share unit; provided, however, that the Tax Share Units shall in no event exceed the number of share units the payout of which is permitted to be accelerated for the purposes of the payment of FICA taxes and any Federal, state and local taxes related to the payment of such FICA taxes (including additional income taxes required by virtue of the pyramiding of wages and taxes) in accordance with Section 409A of the U.S. Internal Revenue Code.

The First Day Tax Withholding amounts shall be (i) the dollar amount of the employee FICA taxes imposed with respect to the Award at the time of grant and any state or local taxes related to the payment of such FICA taxes, plus (ii) the dollar amount of Federal, state and local income tax required to be withheld on the income recognized by virtue of the payout of sufficient Restricted Share Units such that the retention of the Shares so paid out will be sufficient to satisfy the payment of the dollar amount of taxes described in clause (i) hereof, plus (iii) the dollar amount of Federal, state and local income tax required to be withheld on the income recognized by virtue of the payout of sufficient additional Restricted Share Units to satisfy the required income tax withholding on the dollar amount described in clause (ii) hereof, and so on with respect to the income taxes related to the compensation income attributable to the pyramiding of paying out sufficient additional share units to satisfy each successive amount of required income tax withholding.

Applicable tax withholding obligations not satisfied at the time of grant as described above will be satisfied as provided in Section 10.2.

3.3 Tranches. The Restricted Share Units in the Award that are not Tax Share Units (that is, the total number of Restricted Share Units set forth on page 1 of the Agreement minus the number of Tax Share Units) are divided into three installments or tranches for purposes of determining the conduct and other conditions and provisions applicable to each portion of the RSUs and related Dividend Equivalents under the Agreement. 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 and other provisions and forfeitures and to vesting and settlement provisions for each tranche.

The three Restricted Share Units and related Dividend Equivalents tranches (each, a “Tranche”) are set forth below:

- one-third of the share units that are not Tax Share Units (rounded down to the nearest whole unit) are in the first tranche (“First Tranche”);
- one-half of the remaining share units that are not Tax Share Units (rounded down to the nearest whole unit) are in the second tranche (“Second Tranche”); and
- the remainder of the share units that are not Tax Share Units are in the third tranche (“Third Tranche”).

3.4 Restricted Share Units and Dividend Equivalents are not transferable. Restricted Share Units and related Dividend Equivalents are subject to forfeiture and adjustment pursuant to and in accordance with the applicable conduct and other terms and conditions of the Award Agreement.

Restricted Share Units that are not forfeited in accordance with the terms of Section 5, that vest in accordance with the terms of Section 6, and that remain outstanding will be settled and paid out, generally in shares of PNC common stock, pursuant to and in accordance with the terms of Section 6 and subject to Section 8. Restricted Share Units that are forfeited by Grantee pursuant to and in accordance with the terms of the provisions of Section 5 will be cancelled without payment of any consideration by PNC.

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The right to ongoing Dividend Equivalents is granted in connection with the Restricted Share Units to which those Dividend Equivalents relate and therefore will terminate, without payment of any consideration by PNC, upon the cancellation or vesting, as applicable, of the Restricted Share Units to which those Dividend Equivalents relate. Due to the timing of the vesting of the Tax Share Units, no related Dividend Equivalents will be payable with respect to the Tax Share Units.

#### 4. Dividend Equivalents.

##### Dividend Equivalents.

These Dividend Equivalents are related to the Restricted Share Units other than the Tax 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 (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 (the vesting date in accordance with Section 6 or cancellation date in accordance with Section 5, as applicable), 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.

Due to the timing of the vesting of the Tax Share Units, no related Dividend Equivalents will be payable with respect to the Tax Share Units.

##### 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 will 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.

##### Additional Conditions.

Dividend Equivalents payments are also subject to the additional conditions set forth below.

After Record Date. Except as otherwise provided in Section 5.2(a) (Termination for Cause), Section 5.4 (Clawback, Adjustment or Recoupment), or Section 14.9 (Applicable Law; Clawback, Adjustment or Recoupment), 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.

Suspensions. Where payment of Dividend Equivalents that would otherwise be made is suspended pursuant to Section 5.3 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 will 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.

Clawbacks After Payment. Except as otherwise provided in Section 5.2(b) (Detrimental Conduct), Section 5.4 (Clawback, Adjustment or Recoupment), Section 12.11 (Definitions — Detrimental Conduct), or Section 14.9 (Applicable Law; Clawback, Adjustment or Recoupment), 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.

#### 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, or specified portion thereof, and the right to receive payment with respect to the Dividend Equivalents related to such Restricted Share Units, 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, or specified portion thereof, 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 Award Agreement.

#### 5.2 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 (as defined in Section 12) prior to the 3<sup>rd</sup> anniversary of the Award Grant Date and prior to the occurrence of a Change of Control (as defined in Section 12), if any, then all then outstanding Restricted Share Units, together with the right to receive any payment on or after Grantee's Termination Date (as defined in Section 12) with respect to the Dividend Equivalents related to those Restricted Share Units, will be forfeited by Grantee 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, or specified portion thereof, and related Dividend Equivalents, including Dividend Equivalents that may already have been paid to Grantee, will be forfeited by Grantee 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 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 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 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).

5.3 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 Compensation Committee or its delegate or other PNC Designated Person may determine that the vesting of those Restricted Share Units and any further Dividend Equivalents payments will be suspended.

Any such suspension of vesting will 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; and

(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 will proceed in accordance with Section 6, as applicable, any Dividend Equivalents payments that had been suspended will be paid, and payment of ongoing Dividend Equivalents, if any, will resume in accordance with Section 4 as applicable. No interest will be paid with respect to any suspended payments.

5.4 Clawback, Adjustment or Recoupment. Restricted Share Units and related Dividend Equivalents are also subject to rescission, cancellation or recoupment, in whole or in part, if, when and to the extent so provided under any clawback, adjustment or similar policy of PNC in effect on the Award Grant Date (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy as amended from time to time) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.

#### 6. Vesting and Settlement of Restricted Share Units.

6.1 Vesting. Grantee's outstanding 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 vesting event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

- (i) the Award Grant Date in the case of the Tax Share Units;
- (ii) the 1<sup>st</sup> anniversary of the Award Grant Date in the case of the First Tranche of RSUs, the 2<sup>nd</sup> anniversary of the Award Grant Date in the case of the Second Tranche of RSUs, and the 3<sup>rd</sup> anniversary of the Award Grant Date in the case of the Third Tranche of RSUs, as the case may be, or, if later, on the date as of which any suspension imposed with respect to those Restricted Share Units pursuant to Section 5.3 is lifted without forfeiture of the units and the units vest, as applicable;
- (iii) the date of Grantee's death; and
- (iv) the end of the day immediately preceding the day a Change of Control 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 period during which Dividend Equivalents will be paid with respect to the Dividend Equivalents related to such Restricted Share Units will end and such Dividend Equivalents will terminate 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.

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## 6.2 Settlement.

(a) Tax Share Units. Vested Tax Share Units will be settled at the time set forth in Section 6.3 for the payout of Tax Share Units by delivery of that number of whole shares of PNC common stock equal to the number of vested Tax Share Units being settled.

(b) Except as otherwise provided in Section 6.2 (a) above, Restricted Share Units that have vested pursuant to the applicable provisions of Section 6.1 and that remain outstanding will be paid out at the time set forth in Section 6.3 either 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(b) if payment is made pursuant to that provision as necessary) or in any case as otherwise provided in Section 10.2 or in Section 8 as 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 in accordance with Section 10.

## 6.3 Payout Timing.

(a) Tax Share Units. Payment will be made in settlement of the vested Tax Share Units as soon as practicable upon the vesting of those share units as set forth in subclause (i) of Section 6.1, and the shares of PNC common stock so paid out in settlement of the vested Tax Share Units will be retained by PNC for FICA and other tax withholding in accordance with Sections 3.2 and 10.1.

(b) Except as otherwise provided in Section 6.3(a) above, payment will be made to Grantee in settlement of Restricted Share Units that have vested and remain outstanding 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 31<sup>st</sup> of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest will be paid with respect to any such payments made pursuant to this Section 6.

- In the event that the vesting date pursuant to Section 6.1(ii) is the date as of which any suspension imposed pursuant to Section 5.3 is lifted, payment will be made no later than the earlier of (a) 30 days after the vesting date and (b) December 31<sup>st</sup> of the calendar year in which the vesting date occurs.
- Where vesting occurs pursuant to Section 6.1(iii) upon Grantee's death, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(iv) 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 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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 6.1(ii) rather than pursuant to Section 6.1(iv), but in no event later than December 31<sup>st</sup> of the calendar year in which such scheduled vesting date occurs.

- Where vesting occurs pursuant to Section 6.1(iv) 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(ii) rather than pursuant to Section 6.1(iv), but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later (but not beyond the end of the calendar year in which the vesting would have occurred had such RSUs vested pursuant to Section 6.1(ii) rather than pursuant to Section 6.1(iv)), the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.

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 6.3, 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.

**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 of PNC stock 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 will be made by the Compensation Committee or its delegate in its sole discretion and will 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.

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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 out in accordance with the terms of Section 6, such delivery of shares and/or other payment will be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by 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 3, 6 and 10, will extinguish all right to payment hereunder.

10. Withholding Taxes.

10.1 The Corporation will retain the whole shares of PNC common stock payable hereunder upon settlement of the Tax Share Units to satisfy the employee FICA taxes imposed on the Award at the time of grant, any state or local taxes related to the payment of such FICA taxes, and all minimum Federal, state or local income tax withholding requirements with respect to the payout of Tax Share Units. Any tax withholding obligation with respect to such FICA and other taxes remaining after the retention of Shares for the purpose of payment of such taxes will be satisfied by the Corporation by withholding for such purpose from other compensation then payable to Grantee, or as otherwise determined by PNC.

For purposes of this Section 10.1, shares of PNC common stock retained to satisfy applicable FICA and other withholding tax requirements will be valued at their Fair Market Value (as defined in Section 12) on the date the tax withholding obligation arises (that is, on the Award Grant Date).

10.2 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 its delegate or other PNC Designated Person (as defined in Section 12) 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 then payable to Grantee include a fractional interest, withholding may be made in the form of shares with respect to such fractional interest. 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 10.2, 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 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.

12. Certain Definitions. Except where the context otherwise indicates, the following definitions apply for purposes of the Agreement.

12.1 "Agreement" or "Award Agreement."

"Agreement" or "Award Agreement" means the 20 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.

12.2 "Award;" "Award Grant Date."

"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 Compensation Committee or its delegate 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 PNC, by PNC's 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 12.11, 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 (1<sup>st</sup>) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) any conviction (including a plea of guilty or of nolo contendere) of Grantee for, or any entry by Grantee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Grantee’s employment or other service relationship with the Corporation.

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or its delegate 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 Award Agreement.

12.14 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means (a) 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 or, if the Compensation Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Compensation Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

12.15 “GAAP” or “U.S. 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 Grantee 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 Award Agreement, subject to capital adjustments pursuant to Section 8 if any, granted to Grantee pursuant to the Plan and evidenced by the Award Agreement.

12.23 “SEC” means the United States Securities and Exchange Commission.

12.24 “Section 409A” means Section 409A of the U.S. 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 “Tax Share Units” has the meaning set forth in Section 3.

12.28 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under U.S. generally accepted accounting principles and Grantee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee’s employment with the Corporation terminates effective at the time this occurs.

12.29 “Tranche” and “First, Second or Third 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 are ultimately settled and regardless of whether any such dividend equivalents are ultimately paid); 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.

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 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 of the U.S. Internal Revenue Code, 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



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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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

14.9 Applicable Law; Clawback, Adjustment or Recoupment. 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, and 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, will 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 or regulation.

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 the Agreement and delivering an executed copy of the Agreement to PNC, without altering or changing the terms of the Agreement 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.

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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

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Grantee

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: [ Whole 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 restricted share units set forth above, together with the opportunity to receive related dividend equivalents to the extent provided herein (“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 Award Agreement, including service requirements, conduct and other conditions, and forfeiture provisions, and to the Plan.

3. Terms of Award. The Award is subject to the terms and conditions set forth in the Agreement and to the Plan.

Restricted Share Units and Dividend Equivalents are not transferable. Restricted Share Units and related Dividend Equivalents are subject to forfeiture and adjustment pursuant to the applicable service, conduct and other terms and conditions of the Agreement until vesting of the Restricted Share Units in accordance with the terms of the Agreement.

Provided that Restricted Share Units are not forfeited in accordance with the terms of Section 5 and are still outstanding and vest in accordance with the terms of Section 6, those Restricted Share Units 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, conduct or other 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 will 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.

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#### 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), 5.6, 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 will 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, or specified portion thereof, and the right to receive payment with respect to the Dividend Equivalents related to such Restricted Share Units 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, or specified portion thereof, 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 Award Agreement.

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 Restricted Share Units, 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<sup>d</sup> 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) and not for Cause (as defined in Section 12) (a "Qualifying Disability Termination").

(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 1<sup>st</sup> 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.

(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) (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 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 3<sup>rd</sup> 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 1<sup>st</sup> 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 3<sup>rd</sup> 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 such 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 such 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<sup>d</sup> 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 a Qualifying 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 Committee or other PNC Designated Person may determine that the vesting of those Restricted Share Units and any further Dividend Equivalents payments will be suspended.

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Any such suspension of vesting will 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; and
- (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, will resume in accordance with Section 4 as applicable. No interest will be paid with respect to any suspended payments.

5.6 Clawback, Adjustment or Recoupment. Restricted Share Units and related Dividend Equivalents are also 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 (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.

#### 6. Vesting and Settlement of Restricted Share Units.

6.1 Vesting. Outstanding 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 vesting event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

- (i) the 3<sup>rd</sup> 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 such share units and they 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 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. Outstanding Restricted Share Units that have vested will be paid out at the time set forth in Section 6.3 either 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 in 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 10 or in Section 8 as 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 31<sup>st</sup> of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest will be paid with respect to any such payments made pursuant to this Section 6.

- In the event that the vesting date pursuant to Section 6.1(i) is the date as of which any suspension imposed pursuant to Section 5.5 is lifted, payment will be made no later than the earlier of (a) 30 days after the vesting date and (b) December 31<sup>st</sup> of the 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 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(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 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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 3<sup>rd</sup> 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 31<sup>st</sup> 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 3<sup>rd</sup> anniversary of the Award Grant Date, but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later but not beyond the end of the calendar year in which the 3<sup>rd</sup> anniversary of the Award Grant Date occurs, the 15<sup>th</sup> day of the 3<sup>rd</sup> 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 of PNC stock are issued and delivered in settlement of outstanding vested Restricted Share Units pursuant to and in accordance with Section 6.



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## 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 out 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, or retained by PNC for taxes pursuant to Section 10, 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 (as defined in Section 12) 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 then payable to Grantee include a fractional interest, withholding may be made in the form of shares with respect to such fractional interest. 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 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 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 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.

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 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 (1<sup>st</sup>) anniversary of the later of (i) Grantee's Termination Date and, if different, (ii) the first date after Grantee's Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) any conviction (including a plea of guilty or of nolo contendere) of Grantee for, or any entry by Grantee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Grantee's employment or other service relationship with the Corporation.

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee 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 Award Agreement.

12.14 "Fair Market Value" as it relates to a share of PNC common stock as of any given date means (a) 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 or, if the Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

12.15 "GAAP" or "U.S. 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 Grantee 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 Disability Termination," "Qualifying Anticipatory Termination" and "Qualifying Retirement Termination" have the respective meanings 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 U.S. 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 and regardless of whether any such dividend equivalents are ultimately paid); 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 a Qualifying 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

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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.



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14.8 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 of the U.S. Internal Revenue Code, 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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

14.9 Applicable Law; Clawback, Adjustment or Recoupment. 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, will 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 or regulation.

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.

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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

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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: [ Whole 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 restricted share units set forth above, together with the opportunity to receive related dividend equivalents to the extent provided herein (“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 Award Agreement, including service requirements, conduct and other conditions, and forfeiture provisions, and to the Plan.

3. Terms of Award. The Award is subject to the terms and conditions set forth in the Agreement and to the Plan.

The Restricted Share Units in the Award (that is, the total number of Restricted Share Units set forth on page 1 of the Agreement) are divided into three installments or tranches for purposes of determining the service, conduct and other conditions, forfeitures, and other conditions and provisions applicable to each portion of the RSUs and related Dividend Equivalents under the Agreement. This includes the provisions set forth in Section 4 related to Dividend Equivalents and the provisions set forth in Sections 5 and 6 relating to specified service conditions and service related forfeiture provisions for each tranche, to conduct-related and other provisions and forfeitures, and to vesting and settlement provisions for each tranche.

The three Restricted Share Units and related Dividend Equivalents tranches (each, a “Tranche”) are set forth below:

- one-fourth of the Share Units (rounded down to the nearest whole unit) are in the first tranche (“First Tranche”);

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- one-third of the remaining Share Units (rounded down to the nearest whole unit) are in the second tranche (“Second Tranche”); and
  - the remainder of the Share Units are in the third tranche (“Third Tranche”).

Restricted Share Units and Dividend Equivalents are not transferable. Restricted Share Units and related Dividend Equivalents are subject to forfeiture and adjustment pursuant to the applicable service, conduct and other terms and conditions of the Agreement until vesting of the Restricted Share Units in accordance with the terms of the Agreement.

Provided that Restricted Share Units are not forfeited in accordance with the terms of Section 5 and are still outstanding and vest in accordance with the terms of Section 6, those 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, conduct or other 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 will 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 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), 5.6, 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 will 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, or specified portion thereof, and the right to receive payment with respect to the Dividend Equivalents related to such Restricted Share Units 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, or specified portion thereof, 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 Award Agreement with respect to that Tranche or those Tranches of RSUs and related Dividend Equivalents, or specified portion thereof, 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<sup>rd</sup>, 4<sup>th</sup>, or 5<sup>th</sup> anniversary of the Award Grant Date, as the case may be, with respect to the First, Second, or Third Tranche of 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) and not for Cause (as defined in Section 12) (a "Qualifying Disability Termination").
- (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) (a "Qualifying Anticipatory 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 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 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> anniversary of the Award Grant Date, as the case may be, with respect to the First, Second or Third Tranche of the RSUs, as applicable.

### 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(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 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> anniversary of the Award Grant Date, as the case may be, with respect to the First, Second or Third Tranche of the RSUs, as applicable); (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 such 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 such 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<sup>rd</sup> 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 a Qualifying 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 Committee or other PNC Designated Person may determine that the vesting of those Restricted Share Units and any further Dividend Equivalents payments will be suspended.

Any such suspension of vesting will 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; and

(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, will resume in accordance with Section 4 as applicable. No interest will be paid with respect to any suspended payments.

**5.6 Clawback, Adjustment or Recoupment.** Restricted Share Units and related Dividend Equivalents are also 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 (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.

## **6. Vesting and Settlement of Restricted Share Units.**

**6.1 Vesting.** Outstanding 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 vesting event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

- (i) the 3<sup>rd</sup> anniversary of the Award Grant Date in the case of the First Tranche of RSUs, the 4<sup>th</sup> anniversary of the Award Grant Date in the case of the Second Tranche of RSUs, and the 5<sup>th</sup> anniversary of the Award Grant Date in the case of the Third Tranche of RSUs, as the case may be, 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 such share units and they vest, as applicable;

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- (ii) the date of Grantee's death; and
  - (iii) the end of the day immediately preceding the day a Change of Control 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, or portion thereof, 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, or applicable portion thereof, in accordance with Section 5, as the case may be.

**6.2 Settlement.** Outstanding Restricted Share Units that have vested will be paid out at the time set forth in Section 6.3 either 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 in 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 10 or in Section 8 as 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 31<sup>st</sup> of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest will be paid with respect to any such payments made pursuant to this Section 6.

- In the event that the vesting date pursuant to Section 6.1(i) is the date as of which any suspension imposed pursuant to Section 5.5 is lifted, payment will be made no later than the earlier of (a) 30 days after the vesting date and (b) December 31<sup>st</sup> of the 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 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(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 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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.



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- (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 6.1(i) rather than pursuant to Section 6.1(iii), but in no event later than December 31<sup>st</sup> 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 31<sup>st</sup> 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 15<sup>th</sup> day of the 3<sup>rd</sup> 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 of PNC stock 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 out 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, or retained by PNC for taxes pursuant to Section 10, 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 (as defined in Section 12) 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 then payable to Grantee include a fractional interest, withholding may be made in the form of shares with respect to such fractional interest. 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 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 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 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.

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 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 (1<sup>st</sup>) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) any conviction (including a plea of guilty or of nolo contendere) of Grantee for, or any entry by Grantee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Grantee’s employment or other service relationship with the Corporation.

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee 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 Award Agreement.

12.14 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means (a) 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 or, if the Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

12.15 “GAAP” or “U.S. 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 Grantee 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 Disability Termination” and “Qualifying Anticipatory Termination” have the respective meanings 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 “SEC” means the United States Securities and Exchange Commission.

12.25 “Section 409A” means Section 409A of the U.S. Internal Revenue Code.

12.26 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

12.27 “Share” means a share of PNC common stock.

12.28 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under U.S. generally accepted accounting principles and Grantee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee’s employment with the Corporation terminates effective at the time this occurs.

12.29 “Tranche” and “First, Second or Third Tranche” have the meanings 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 with related Dividend Equivalents award (regardless of whether such share units or any portion thereof ultimately vest and settle and regardless of whether any such dividend equivalents are ultimately paid); 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.

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Notwithstanding the above, if Grantee's employment with the Corporation is terminated by the Corporation and such termination is a Qualifying 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 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 of the U.S. Internal Revenue Code, 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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

14.9 Applicable Law; Clawback, Adjustment or Recoupment. 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, will 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 or regulation.

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.

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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

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Grantee

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: [ Whole number ] share units

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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 restricted share units set forth above, together with the opportunity to receive related dividend equivalents to the extent provided herein (“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 Award Agreement, including service requirements, conduct and other conditions and adjustments and forfeiture provisions, and to the Plan.

3. Terms of Award. The Award is subject to the terms and conditions set forth in the Award Agreement and to the Plan.

Restricted Share Units and Dividend Equivalents are not transferable. Restricted Share Units and related Dividend Equivalents are subject to forfeiture and adjustment pursuant to and in accordance with the applicable service, conduct and other terms and conditions of the Award Agreement.

Restricted Share Units that are not forfeited by Grantee in accordance with the terms of Section 5, that vest in accordance with the terms of Section 6, and that remain outstanding will be settled and paid out, generally in shares of PNC common stock, all pursuant to and in accordance with the terms of Section 6 and subject to Section 8. Restricted Share Units that are forfeited by Grantee pursuant to and in accordance with the terms of the service, conduct or other provisions of Section 5 will be cancelled without payment of any consideration by PNC.

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The right to ongoing Dividend Equivalents is granted in connection with the Restricted Share Units to which those Dividend Equivalents relate and therefore will terminate, without payment of any consideration by PNC, upon the cancellation or vesting, as 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 (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 (the vesting date in accordance with Section 6 or cancellation date in accordance with Section 5, as applicable), 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 will 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.

##### Additional Conditions.

Dividend Equivalents payments are also subject to the additional conditions set forth below.

After Record Date. Except as otherwise provided in Section 5.4(a) (Termination for Cause), Section 5.6 (Clawback, Adjustment or Recoupment), or Section 14.9 (Applicable Law; Clawback, Adjustment or Recoupment), 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.

Suspensions. Where payment of Dividend Equivalents that would otherwise be made is suspended pursuant to Section 5.3 or pursuant to 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 resolved favorable to Grantee and the Restricted Share Units are not forfeited. No interest will be paid with respect to any suspended payments. If the suspension is resolved adverse to Grantee, both the Restricted Share Units and any suspended Dividend Equivalents payments will be forfeited without payment.

Clawbacks After Payment. Except as otherwise provided in Section 5.4(b) (Detrimental Conduct), Section 5.6 (Clawback, Adjustment or Recoupment), Section 12.11 (Definitions - Detrimental Conduct), or Section 14.9 (Applicable Law; Clawback, Adjustment or Recoupment), 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.

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## 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, or specified portion thereof, and the right to receive payment with respect to the Dividend Equivalents related to such Restricted Share Units 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, or specified portion thereof, 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 Award Agreement.

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 Restricted Share Units, 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<sup>d</sup> 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) and not for Cause (as defined in Section 12) (a "Qualifying Disability Termination").
- (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 1<sup>st</sup> 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.
- (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) (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 12) occurs.
- (vii) The Compensation Committee or its delegate 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 Compensation Committee or its delegate 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 3<sup>d</sup> 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);

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- (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 1<sup>st</sup> 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 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 Compensation Committee or its delegate or other PNC Designated Person for such provision to apply within the time so specified by the Compensation Committee or its delegate 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 Compensation Committee or its delegate or other PNC Designated Person for such purpose or, if earlier or if no such time period is specified by the Compensation Committee or its delegate 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 3<sup>rd</sup> 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 such 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 such Restricted Share Units will 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<sup>d</sup> 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 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, or specified portion thereof, and related Dividend Equivalents, including Dividend Equivalents that may already have been paid to Grantee, will be forfeited by Grantee 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 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 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 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 a Qualifying 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 Restricted Share Units or any portion thereof are still outstanding and have not yet vested, the Compensation Committee or its delegate or other PNC Designated Person may determine that the vesting of those Restricted Share Units and any further Dividend Equivalents payments will be suspended.

Any such suspension of vesting will 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; and

(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 will proceed in accordance with Section 6, as applicable, any Dividend Equivalents payments that had been suspended will be paid, and payment of ongoing Dividend Equivalents, if any, will resume in accordance with Section 4 as applicable. No interest will be paid with respect to any suspended payments.

**5.6 Clawback, Adjustment or Recoupment.** Restricted Share Units and related Dividend Equivalents are also subject to rescission, cancellation or recoupment, in whole or in part, if, when and to the extent so provided under any clawback, adjustment or similar policy of PNC in effect on the Award Grant Date (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy as amended from time to time) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.

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## 6. Vesting and Settlement of Restricted Share Units.

6.1 Vesting. Grantee's outstanding 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 vesting event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

- (i) the 3<sup>rd</sup> 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 such share units and they 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 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 period during which Dividend Equivalents will be paid with respect to the Dividend Equivalents related to such Restricted Share Units will end and such Dividend Equivalents will terminate 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 pursuant to the applicable provisions of Section 6.1 and that remain outstanding will be paid out at the time set forth in Section 6.3 either 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 10 or in Section 8 as applicable.

6.3 Payout Timing. Payment will be made to Grantee in settlement of Restricted Share Units that have vested and remain outstanding 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 31<sup>st</sup> of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest will be paid with respect to any such payments made pursuant to this Section 6.

- In the event that the vesting date pursuant to Section 6.1(i) is the date as of which any suspension imposed pursuant to Section 5.5 is lifted, payment will be made no later than the earlier of (a) 30 days after the vesting date and (b) December 31<sup>st</sup> of the 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 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(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 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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 3<sup>rd</sup> 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 31<sup>st</sup> 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 3<sup>rd</sup> anniversary of the Award Grant Date, but Grantee dies prior to that scheduled payout date, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later but not beyond the end of the calendar year in which the 3<sup>d</sup> anniversary of the Award Grant Date occurs, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.

Delivery of shares and/or other payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements with respect to such payment have been satisfied in accordance with Section 10.

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 6.3, 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.

**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 of PNC common stock 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 will be made by the Compensation Committee or its delegate in its sole discretion and will 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 out in accordance with the terms of Section 6, such delivery of shares and/or other payment will be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by 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 Section 10, will 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 its delegate or other PNC Designated Person (as defined in Section 12) 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 then payable to Grantee include a fractional interest, withholding may be made in the form of shares with respect to such fractional interest. 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 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 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 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.

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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 Compensation Committee or its delegate 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.

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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 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 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 12.11, 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.

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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 (1<sup>st</sup>) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) any conviction (including a plea of guilty or of nolo contendere) of Grantee for, or any entry by Grantee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Grantee’s employment or other service relationship with the Corporation.

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or its delegate 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 Award Agreement.

12.14 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means (a) 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 or, if the Compensation Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Compensation Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

12.15 “GAAP” or “U.S. 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 Grantee 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 Disability Termination,” “Qualifying Anticipatory Termination” and “Qualifying Retirement Termination” have the respective meanings 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 Award Agreement, subject to capital adjustments pursuant to Section 8 if any, granted to Grantee pursuant to the Plan and evidenced by the Award 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 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.”

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 U.S. 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.

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### 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 are ultimately settled and regardless of whether any such dividend equivalents are ultimately paid); 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 a Qualifying 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.



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14. Enforcement Provisions. Grantee understands and agrees to the following provisions regarding enforcement of the Agreement.

14.1 Governing Law and Jurisdiction. The Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws provisions. Any dispute or claim arising out of or relating to the Agreement or claim of breach hereof shall be brought exclusively in the Federal court for the Western District of Pennsylvania or in the Court of Common Pleas of Allegheny County, Pennsylvania. By execution of the Agreement, Grantee and PNC hereby consent to the exclusive jurisdiction of such courts, and waive any right to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding under or in connection with the Agreement.

14.2 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 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 of the U.S. Internal Revenue Code, 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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

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14.9 Applicable Law; Clawback, Adjustment or Recoupment. 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, and 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, will be subject to rescission, cancellation or recoupment, in whole or in part, if, when 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 or regulation.

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 the Agreement and delivering an executed copy of the Agreement to PNC, without altering or changing the terms of the Agreement 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.

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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

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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: [ Whole 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 restricted share units set forth above, together with the opportunity to receive related dividend equivalents to the extent provided herein (“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 Award Agreement, including service requirements, conduct and other conditions and adjustments and forfeiture provisions, and to the Plan.

3. Terms of Award. The Award is subject to the terms and conditions set forth in the Award Agreement and to the Plan.

The Restricted Share Units in the Award (that is, the total number of Restricted Share Units set forth on page 1 of the Award Agreement) are divided into three installments or tranches for the purpose of determining service requirements, conduct and other conditions, forfeitures, adjustments, and other provisions applicable to each portion of the Restricted Share Units and related Dividend Equivalents under the Award Agreement. This includes the provisions set forth in Section 4 related to Dividend Equivalents and the provisions set forth in Sections 5 and 6 relating to specified service conditions and service related forfeiture provisions for each tranche, to conduct-related and other provisions, to adjustments and forfeitures, and to vesting and settlement provisions for each tranche.

The three Restricted Share Units and related Dividend Equivalents tranches (each, a “Tranche”) are set forth below:

- one-fourth of the Share Units (rounded down to the nearest whole unit) are in the first tranche (“First Tranche”);
- one-third of the remaining Share Units (rounded down to the nearest whole unit) are in the second tranche (“Second Tranche”); and
- the remainder of the Share Units are in the third tranche (“Third Tranche”).

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Restricted Share Units and Dividend Equivalents are not transferable. Restricted Share Units and related Dividend Equivalents are subject to forfeiture and adjustment pursuant to and in accordance with the applicable service, conduct and other terms and conditions of the Award Agreement.

Restricted Share Units that are not forfeited by Grantee in accordance with the terms of Section 5, that vest in accordance with the terms of Section 6, and that remain outstanding will be settled and paid out, generally in shares of PNC common stock, all pursuant to and in accordance with the terms of Section 6 and subject to Section 8. Restricted Share Units that are forfeited by Grantee pursuant to and in accordance with the terms of the service, conduct or other 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 will terminate, without payment of any consideration by PNC, upon the cancellation or vesting, as 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 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 (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 (the vesting date in accordance with Section 6 or cancellation date in accordance with Section 5, as applicable), 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 will 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.

##### Additional Conditions.

Dividend Equivalents payments are also subject to the additional conditions set forth below.

After Record Date. Except as otherwise provided in Section 5.4(a) (Termination for Cause), Section 5.6 (Clawback, Adjustment or Recoupment), or Section 14.9 (Applicable Law; Clawback, Adjustment or Recoupment), 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.

Suspensions. Where payment of Dividend Equivalents that would otherwise be made is suspended pursuant to Section 5.3 or pursuant to 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 resolved favorable to Grantee and the Restricted Share Units are not forfeited. No interest will be paid with respect to any suspended payments. If the suspension is resolved adverse to Grantee, both the Restricted Share Units and any suspended Dividend Equivalents payments will be forfeited without payment.

Clawbacks After Payment. Except as otherwise provided in Section 5.4(b) (Detrimental Conduct), Section 5.6 (Clawback, Adjustment or Recoupment), Section 12.11 (Definitions – Detrimental Conduct), or Section 14.9 (Applicable Law; Clawback, Adjustment or Recoupment), 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.

#### 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, or specified portion thereof, and the right to receive payment with respect to the Dividend Equivalents related to such Restricted Share Units pursuant to the terms and conditions of this Section 5, the Award will terminate with respect to such Tranche or Tranches of RSUs, or specified portion thereof, 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 Award Agreement with respect to that Tranche or those Tranches of RSUs, or specified portion thereof, 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<sup>d</sup>, 4<sup>th</sup>, or 5<sup>th</sup> anniversary of the Award Grant Date, as the case may be, with respect to the First, Second, or Third Tranche of 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) and not for Cause (as defined in Section 12) (a "Qualifying Disability Termination").

(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) (a "Qualifying Anticipatory 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 12) occurs.

(vi) The Compensation Committee or its delegate 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 Compensation Committee or its delegate 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 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> anniversary of the Award Grant Date, as the case may be, with respect to the First, Second or Third Tranche of the RSUs, as applicable.

### 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 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 Compensation Committee or its delegate or other PNC Designated Person for such provision to apply within the time so specified by the Compensation Committee or its delegate 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 Compensation Committee or its delegate or other PNC Designated Person for such purpose or, if earlier or if no such time period is specified by the Compensation Committee or its delegate 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 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> anniversary of the Award Grant Date, as the case may be, with respect to the First, Second or Third Tranche of the RSUs, as applicable); (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 such 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 such Restricted Share Units will 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 5<sup>th</sup> 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 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, or specified portion thereof, and related Dividend Equivalents, including Dividend Equivalents that may already have been paid to Grantee, will be forfeited by Grantee 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 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 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 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 a Qualifying 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 Restricted Share Units or any portion thereof are still outstanding and have not yet vested, the Compensation Committee or its delegate or other PNC Designated Person may determine that the vesting of those Restricted Share Units and any further Dividend Equivalents payments will be suspended.

Any such suspension of vesting will 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; and

(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 will proceed in accordance with Section 6, as applicable, any Dividend Equivalents payments that had been suspended will be paid, and payment of ongoing Dividend Equivalents, if any, will resume in accordance with Section 4 as applicable. No interest will be paid with respect to any suspended payments.

**5.6 Clawback, Adjustment or Recoupment.** Restricted Share Units and related Dividend Equivalents are also subject to rescission, cancellation or recoupment, in whole or in part, if, when and to the extent so provided under any clawback, adjustment or similar policy of PNC in effect on the Award Grant Date (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy as amended from time to time) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.



## 6. Vesting and Settlement of Restricted Share Units.

6.1 Vesting. Grantee's outstanding 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 vesting event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

(i) the 3<sup>rd</sup> anniversary of the Award Grant Date in the case of the First Tranche of RSUs, the 4<sup>th</sup> anniversary of the Award Grant Date in the case of the Second Tranche of RSUs, and the 5<sup>th</sup> anniversary of the Award Grant Date in the case of the Third Tranche of RSUs, as the case may be, 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 such share units and they 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 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 period during which Dividend Equivalents will be paid with respect to the Dividend Equivalents related to an applicable Tranche of Restricted Share Units, or portion thereof, will end and such Dividend Equivalents will terminate on the vesting date for such Tranche of Restricted Share Units, or applicable portion thereof, in accordance with Section 6 or on the cancellation date for such Tranche of Restricted Share Units, or applicable portion thereof, in accordance with Section 5, as applicable.

6.2 Settlement. Restricted Share Units that have vested pursuant to the applicable provisions of Section 6.1 and that remain outstanding will be paid out at the time set forth in Section 6.3 either 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 10 or in Section 8 as applicable.

6.3 Payout Timing. Payment will be made to Grantee in settlement of Restricted Share Units that have vested and remain outstanding 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 31<sup>st</sup> of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest will be paid with respect to any such payments made pursuant to this Section 6.

- In the event that the vesting date pursuant to Section 6.1(i) is the date as of which any suspension imposed pursuant to Section 5.5 is lifted, payment will be made no later than the earlier of (a) 30 days after the vesting date and (b) December 31<sup>st</sup> of the 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 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6.1(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 31<sup>st</sup> of the calendar year in which the

Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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 6.1(i) rather than pursuant to Section 6.1(iii), but in no event later than December 31<sup>st</sup> 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 31<sup>st</sup> 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 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.

Delivery of shares and/or other payment pursuant to the Award will not be made unless and until all applicable tax withholding requirements with respect to such payment have been satisfied in accordance with Section 10.

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 6.3, 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.

**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 of PNC common stock 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 will be made by the Compensation Committee or its delegate in its sole discretion and will 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 out in accordance with the terms of Section 6, such delivery of shares and/or other payment will be made to the executor or administrator of Grantee's estate or to Grantee's other legal representative as determined in good faith by 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 Section 10, will 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 its delegate or other PNC Designated Person (as defined in Section 12) 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 then payable to Grantee include a fractional interest, withholding may be made in the form of shares with respect to such fractional interest. 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 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 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 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.

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 Compensation Committee or its delegate 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 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 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 12.11, 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 (1<sup>st</sup>) anniversary of the later of (i) Grantee’s Termination Date and, if different, (ii) the first date after Grantee’s Termination Date as of which Grantee ceases to have a service relationship with the Corporation;

(b) any act of fraud, misappropriation, or embezzlement by Grantee against PNC or one of its subsidiaries or any client or customer of PNC or one of its subsidiaries; or

(c) any conviction (including a plea of guilty or of nolo contendere) of Grantee for, or any entry by Grantee into a pre-trial disposition with respect to, the commission of a felony that relates to or arises out of Grantee's employment or other service relationship with the Corporation.

Grantee will be deemed to have engaged in Detrimental Conduct for purposes of the Agreement only if and when the Compensation Committee or its delegate 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 Award Agreement.

12.14 "Fair Market Value" as it relates to a share of PNC common stock as of any given date means (a) 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 or, if the Compensation Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Compensation Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

12.15 "GAAP" or "U.S. 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.

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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 Grantee 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 Disability Termination” and “Qualifying Anticipatory Termination” have the respective meanings 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 Award Agreement, subject to capital adjustments pursuant to Section 8 if any, granted to Grantee pursuant to the Plan and evidenced by the Award Agreement.

12.24 “SEC” means the United States Securities and Exchange Commission.

12.25 “Section 409A” means Section 409A of the U.S. Internal Revenue Code.

12.26 “Service relationship” or “having a service relationship with the Corporation” means being engaged by the Corporation in any capacity for which Grantee receives compensation from the Corporation, including but not limited to acting for compensation as an employee, consultant, independent contractor, officer, director or advisory director.

12.27 “Share” means a share of PNC common stock.

12.28 “Termination Date” means Grantee’s last date of employment with the Corporation. If Grantee is employed by a Consolidated Subsidiary that ceases to be a subsidiary of PNC or ceases to be a consolidated subsidiary of PNC under U.S. generally accepted accounting principles and Grantee does not continue to be employed by PNC or a Consolidated Subsidiary, then for purposes of the Agreement, Grantee’s employment with the Corporation terminates effective at the time this occurs.

12.29 “Tranche” and “First, Second or Third Tranche” have the meanings 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 with related Dividend Equivalents award (regardless of whether such share units or any portion thereof are ultimately settled and regardless of whether any such dividend equivalents are ultimately paid); 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 a Qualifying 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.

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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 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 of the U.S. Internal Revenue Code, 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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

14.9 Applicable Law; Clawback, Adjustment or Recoupment. 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, and 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, will be subject to rescission, cancellation or recoupment, in whole or in part, if, when 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 or regulation.

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.

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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 the Agreement and delivering an executed copy of the Agreement to PNC, without altering or changing the terms of the Agreement 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

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Grantee

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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

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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 with 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 Award 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 restricted share units set forth above, together with the opportunity to receive related dividend equivalents to the extent provided herein (“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 Award Agreement, including conduct and other conditions and forfeiture provisions, and to the Plan.

3. Terms of Award. For the purpose of determining conduct and other conditions, forfeitures, and other conditions and provisions applicable to each portion of the Restricted Share Units and related Dividend Equivalents under the Award Agreement, the Award is divided into three installments or tranches. This includes the provisions set forth in Section 4 related to Dividend Equivalents and the provisions set forth in Sections 5 and 6 relating to forfeiture, adjustment, vesting and settlement provisions for each tranche.

The three Restricted Share Units and related Dividend Equivalents tranches (each a “Tranche”) 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. Restricted Share Units and related Dividend Equivalents are subject to forfeiture and adjustment 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 by Grantee in accordance with the terms of Section 5 and that are still outstanding and 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 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 the Dividend Equivalents relate and therefore will 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 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 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. Such amounts will 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, 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 Sections 5(c), 5(d) and 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 or Other Conditions

(a) 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 or specified portion thereof, 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, or specified portion thereof, 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 Award Agreement with respect to such Tranche or Tranches, or specified portion thereof, 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 3<sup>d</sup> anniversary of the Award Issuance Date and prior to the occurrence of a Change of Control (as defined in Section 12), 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, including Dividend Equivalents related to such Restricted Share Units that may already have been paid to Grantee, on the basis of its 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.

(d) Clawback, Adjustment or Recoupment. Restricted Share Units and related Dividend Equivalents are also 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 (including PNC's 2012 Incentive Compensation Adjustment and Clawback Policy) or that may be established thereafter and to any clawback or recoupment that may be required by applicable law or regulation.

6. Vesting and Settlement of Restricted Share Units.

(a) Vesting. Grantee's outstanding Restricted Share Units will vest upon the earliest to occur of the events set forth in the subclauses below, provided that such Restricted Share Units have not been forfeited prior to such vesting event pursuant to any of the provisions of Section 5 and remain outstanding at that time:

- (i) the 1<sup>st</sup> anniversary of the Award Issuance Date in the case of the First Tranche share units, the 2<sup>nd</sup> anniversary of the Award Issuance Date in the case of the Second Tranche share units, and the 3<sup>rd</sup> anniversary of the Award Issuance Date in the case of the Third Tranche share units, as the case may be;

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- (ii) the date of Grantee's death; and
  - (iii) the end of the day immediately preceding the day a Change of Control 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, or portion thereof, 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, or applicable portion thereof, in accordance with Section 5, as the case may be.

(b) Settlement Amount. Outstanding Restricted Share Units that have vested pursuant to the provisions of Section 6(a) will be paid out at the time set forth in Section 6(c) by the payment to Grantee of cash in an amount equal to the number of outstanding vested Restricted Share Units being settled multiplied by the then current 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 subsection (2) of the third bullet under Section 6(c) if payment is made pursuant to that provision, as necessary), or in any case as otherwise provided pursuant to Section 8 as applicable.

(c) 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(a) for such units, generally within 30 days but no later than December 31<sup>st</sup> of the calendar year in which the vesting date occurs, subject to the provisions of the following bullets, if applicable. No interest will be paid with respect to any such payments made pursuant to this Section 6.

- Where vesting occurs pursuant to Section 6(a)(ii) upon Grantee's death, payment will be made no later than December 31<sup>st</sup> of the calendar year in which Grantee's death occurred or, if later, the 15<sup>th</sup> day of the 3<sup>rd</sup> calendar month following the date of Grantee's death.
- Where vesting occurs pursuant to Section 6(a)(iii) 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 31<sup>st</sup> of the calendar year in which the Change of Control occurs or, if later, by the 15<sup>th</sup> day of the third calendar month following the date on which the Change of Control 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 31<sup>st</sup> 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 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(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 31<sup>st</sup> 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 pursuant to Section 6(a)(i) had they vested pursuant to Section 6(a)(i) rather than pursuant to Section 6(a)(iii)), the 15<sup>th</sup> day of the 3<sup>rd</sup> 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 with respect to such payment 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 outstanding 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, or retained by PNC for taxes pursuant to Section 10, 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.



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 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.

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).

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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 Share Units to which they relate and evidenced by the Award Agreement.

12.13 “Fair Market Value” as it relates to a share of PNC common stock as of any given date means (a) 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 or, if the Compensation Committee has so acted, (b) fair market value as determined using such other reasonable method adopted by the Compensation Committee in good faith for such purpose that uses actual transactions in PNC common stock as reported by a national securities exchange or the Nasdaq National Market, provided that such method is consistently applied.

12.14 “GAAP” or “U.S. 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” or “U.S. Internal Revenue Code” means the United States Internal Revenue Code of 1986 as amended, and the rules and regulations promulgated thereunder.

12.17 “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 Award Agreement, subject to capital adjustments pursuant to Section 8 if any, awarded to Grantee pursuant to the Plan and evidenced by the Award Agreement.

12.23 “SEC” means the United States Securities and Exchange Commission.

12.24 “Section 409A” means Section 409A of the U.S. 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" and "First, Second or Third Tranche" have the meanings 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 with related Dividend Equivalents award (regardless of whether such share units or any portion thereof ultimately vest and settle and regardless of whether any such dividend equivalents are ultimately paid); 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 of the U.S. Internal Revenue Code, 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 of the U.S. Internal Revenue Code or to provide such payments or benefits in a manner that complies with the provisions of Section 409A of the U.S. Internal Revenue Code such that they will not be taxable thereunder.

14.8 Applicable Law; Clawback, Adjustment or Recoupment. 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, will 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 or regulation.

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.

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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 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 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

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Grantee

**The PNC Financial Services Group, Inc. and Subsidiaries**  
**Computation of Ratio of Earnings to Fixed Charges (1)**

		Year Ended December 31				
<i>Dollars in millions</i>	Six Months Ended June 30, 2014	2013	2012	2011	2010	2009
<b>Earnings</b>						
Pretax income from continuing operations before adjustment for noncontrolling interests in consolidated subsidiaries or income or loss from equity investees	\$ 2,552	\$5,148	\$3,594	\$3,785	\$3,680	\$3,129
<b>Add:</b>						
Distributed income of equity investees	137	242	216	198	167	171
Fixed charges excluding interest on deposits	360	664	853	951	1,092	1,396
<b>Less:</b>						
Noncontrolling interests in pretax income of subsidiaries that have not incurred fixed charges	46	112	137	154	148	126
Interest capitalized					1	3
Earnings excluding interest on deposits	3,003	5,942	4,526	4,780	4,790	4,567
Interest on deposits	158	344	386	668	963	1,741
Total earnings	\$ 3,161	\$6,286	4,912	5,448	5,753	6,308
<b>Fixed charges</b>						
Interest on borrowed funds	\$ 284	\$ 516	\$ 696	\$ 791	\$ 918	\$1,225
Interest component of rentals	76	148	145	125	134	131
Amortization of notes and debentures			12	35	39	37
Interest capitalized					1	3
Fixed charges excluding interest on deposits	360	664	853	951	1,092	1,396
Interest on deposits	158	344	386	668	963	1,741
Total fixed charges	\$ 518	\$1,008	\$1,239	\$1,619	\$2,055	\$3,137
<b>Ratio of earnings to fixed charges</b>						
Excluding interest on deposits	8.34x	8.95x	5.31x	5.03x	4.39x	3.27x
Including interest on deposits	6.10	6.24	3.96	3.37	2.80	2.01

(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)**

		Year Ended December 31				
<i>Dollars in millions</i>	Six Months Ended June 30, 2014	2013	2012	2011	2010	2009
<b>Earnings</b>						
Pretax income from continuing operations before adjustment for noncontrolling interests in consolidated subsidiaries or income or loss from equity investees	\$ 2,552	\$5,148	\$3,594	\$3,785	\$3,680	\$3,129
<b>Add:</b>						
Distributed income of equity investees	137	242	216	198	167	171
Fixed charges and preferred stock dividends excluding interest on deposits	538	1,028	1,125	1,037	1,316	1,993
<b>Less:</b>						
Noncontrolling interests in pretax income of subsidiaries that have not incurred fixed charges	46	112	137	154	148	126
Interest capitalized					1	3
Preferred stock dividend requirements	178	364	272	86	224	597
Earnings excluding interest on deposits	3,003	5,942	4,526	4,780	4,790	4,567
Interest on deposits	158	344	386	668	963	1,741
Total earnings	\$ 3,161	\$6,286	\$4,912	\$5,448	\$5,753	\$6,308
<b>Fixed charges and preferred stock dividends</b>						
Interest on borrowed funds	\$ 284	\$ 516	\$ 696	\$ 791	\$ 918	\$1,225
Interest component of rentals	76	148	145	125	134	131
Amortization of notes and debentures			12	35	39	37
Interest capitalized					1	3
Preferred stock dividend requirements	178	364	272	86	224	597
Fixed charges and preferred stock dividends excluding interest on deposits	538	1,028	1,125	1,037	1,316	1,993
Interest on deposits	158	344	386	668	963	1,741
Total fixed charges and preferred stock dividends	\$ 696	\$1,372	\$1,511	\$1,705	\$2,279	\$3,734
<b>Ratio of earnings to fixed charges and preferred stock dividends</b>						
Excluding interest on deposits	5.58x	5.78x	4.02x	4.61x	3.64x	2.29x
Including interest on deposits	4.54	4.58	3.25	3.20	2.52	1.69

(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, 2014 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 7, 2014

/s/ William S. Demchak

William S. Demchak

Chairman, 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, Robert Q. Reilly, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2014 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 7, 2014

/s/ Robert Q. Reilly

Robert Q. Reilly

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, 2014 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, Chairman, 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  
Chairman, President and Chief Executive Officer

August 7, 2014

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, 2014 of The PNC Financial Services Group, Inc. (Corporation) as filed with the Securities and Exchange Commission on the date hereof (Report), I, Robert Q. Reilly, 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/ Robert Q. Reilly

Robert Q. Reilly

Executive Vice President and Chief Financial Officer

August 7, 2014