THE PNC FINANCIAL SERVICES GROUP, INC.

Policy Regarding Shareholder Approval
of Future Severance Arrangements
Effective February 9, 2011

It is the policy of The PNC Financial Services Group, Inc. ("PNC") that PNC shall not, subject to the terms and conditions set forth below, enter into or adopt a Future Severance Arrangement with a Senior Officer that provides for Additional Severance Benefits in an amount exceeding 2.99 times the sum of the Senior Officer's annual base salary and target annual incentive award (target bonus) for the year of termination (the "Severance Benefits Limitation"), unless such Future Severance Arrangement is approved: by the affirmative vote of a majority of the votes cast on such matter at a duly convened meeting of the shareholders of PNC at which a quorum is present; or as otherwise provided in this Policy pursuant to applicable laws or regulations on executive compensation or golden parachute arrangements consistent with Section 951 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"). For purposes of this Policy, the annual base salary and target bonus amount shall be determined without regard to whether any such amount is currently payable or is deferred, and without regard to the form of payment (*e.g.*, in cash, equity or other property). For purposes of determining the Severance Benefits Limitation, if a target bonus has not been established for a Senior Officer for the year of termination, the target bonus shall be the target bonus established for the year prior to the year in which the termination occurs, and if a target bonus was not established for such prior year, the target bonus shall be determined based on the average annual bonus paid or payable to a Senior Officer with respect to the three most recent years before the year of termination. For purposes of this Policy, the following terms shall have the following meanings:

"*Additional Severance Benefits*" means (i) severance amounts that would be payable in cash to a Senior Officer, including payments in lieu of medical benefits due to termination of employment and (ii) special benefits or perquisites provided to a Senior Officer at the time of such Senior Officer's termination of employment (unless such benefits or perquisites are otherwise consistent with any broad-based plan, program, arrangement or practice of PNC that is generally applicable to eligible PNC employees), including the present value of additional age and service credited for benefit accrual under any pension or retirement plan. The term "Additional Severance Benefits" includes both lump-sum payments and the estimated present value of any periodic payments made or special benefits or perquisites provided following the date of termination of such Senior Officer's employment.

Notwithstanding the foregoing, the term "Additional Severance Benefits" shall not include: (a) the value of any accelerated vesting of an equity-based award or the delivery of equity pursuant to an equity-based award; (b) compensation and benefits (including pension and retirement benefits) earned, accrued or otherwise provided for services rendered through the date of termination of employment, including any non-qualified deferred compensation amounts outstanding as of the date of termination, any pro-rated annual incentive award for the year of termination and the pro-rated portion of any outstanding long-term, cash-payable incentive award; (c) the value of any medical benefits provided upon or following the date of termination of employment; (d) amounts paid or payable in respect of, or value attributed to, post-termination covenants (such as covenants not to compete or not to solicit employees or customers) or services; (e) any payment that the Board of Directors of PNC (the "Board") or a committee of the Board determines in good faith to be a reasonable payment in settlement of any claim made or threatened against PNC; and (f) any payments (including reimbursement or advancement of expenses and legal fees) pursuant to any indemnification arrangement or contract, including arrangements included in the governing documents of PNC (*e.g.*, articles of association, articles of incorporation, by-laws) or a subsidiary or included in a policy.

"*Future Severance Arrangement*" means a compensatory agreement or arrangement (together with any material modification or amendment of any such agreement or arrangement) between PNC and a Senior Officer entered into or made effective after the effective date of this Policy, pursuant to which the Senior Officer renders services to PNC (or one of its subsidiaries) as an employee (and not as a consultant or other independent contractor), that provides for benefits upon termination of employment that would be considered Additional Severance Benefits. The term "Future Severance Arrangement" does not include (i) any employment, severance or other agreement or arrangement as to which PNC (or one of its subsidiaries) becomes a party or becomes obligated (including by operation of law) pursuant to or in connection with an acquisition or merger; *provided* that any modification or amendment of any such plan, contract or arrangement after the date of completion of such acquisition or merger that materially increases the severance benefits that would be considered Additional Severance Benefits thereunder shall be considered a "Future Severance Arrangement," (ii) any agreement or other arrangement providing for future services to be rendered by a Senior Officer to PNC following such Senior Officer's termination of employment (*e.g.*, consulting arrangements), (iii) any modification or amendment of the severance provisions of any compensatory agreement or arrangement in effect prior to the effective date of this Policy, if such modification or amendment does not materially increase the severance benefits that would be considered Additional Severance Benefits under such agreement or arrangement from those in effect prior to the effective date of this Policy, or (iv) any employment, severance or other compensatory agreement or arrangement as to which PNC (or one of its subsidiaries) is (as of the effective date of this Policy) or becomes a party or becomes obligated (including by operation of law) following the effective date of this Policy, if, at the time such agreement or arrangement is entered into or becomes effective, the individual is not a Senior Officer of PNC and is not reasonably expected to become a Senior Officer of PNC during the one-year period following the entering into or effectiveness of such agreement or arrangement.

"*Senior Officer*" means a person who is designated by the Board from time to time as an executive officer (as defined in Rule 3b-7 under the Securities Exchange Act of 1934, as amended) of PNC, including a person who becomes a Senior Officer at the time of execution or effectiveness of a Future Severance Arrangement.

The Board delegates to the Personnel and Compensation Committee of the Board (the "Compensation Committee") full authority to make determinations regarding the interpretation of the provisions of this Policy, in its sole discretion, including, without limitation, the determination of the value of any non-cash items, as well as the present value of any cash or non-cash benefits payable over a period of time, and the value of any modifications or amendments to agreements or arrangements. Such determinations by the Board and/or the Compensation Committee shall be conclusive and binding upon all persons.

Any Future Severance Arrangement that is disclosed and approved by a majority of the votes cast on such matter at a duly convened meeting of the shareholders of PNC at which a quorum is present or pursuant to applicable laws or regulations on executive compensation or golden parachute arrangements consistent with Section 951 of the Dodd-Frank Act shall be considered to have been approved by shareholders of PNC for all purposes of this Policy. Whether an agreement or arrangement is a Future Severance Arrangement that requires shareholder approval under this Policy shall be determined at the time it is entered into or becomes effective or at the time the severance provisions of the agreement or arrangement are materially modified or amended. If the Board or Board committee determines that the circumstances of a Senior Officer's termination of employment warrant severance compensation exceeding the Severance Benefits Limitation and the Board or Board committee determines that it is impractical to submit the matter to a shareholder vote in a timely fashion, the Board or Board committee may elect to seek shareholder approval after the parties have mutually agreed to the material terms of the relevant Future Severance Arrangement although the payment of any Additional Severance Benefits in excess of the foregoing limits will be contingent upon such shareholder approval. PNC shall have no obligation to call a special meeting of shareholders to vote on such matter.

Nothing in this Policy shall be deemed to give any individual the right to remain in the employ of PNC (or any of its subsidiaries) or to limit in any way the right of PNC (or any of its subsidiaries) to discharge, demote, reclassify, transfer, relocate an individual or terminate an individual's employment at any time and for any reason, which right is hereby reserved.

Consistent with PNC's compensation philosophy and practice, the Board or the Compensation Committee shall have the right to amend, waive or terminate this Policy at any time in its sole discretion, provided that any such action shall be promptly disclosed by PNC.