

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE PNC FINANCIAL SERVICES GROUP, INC. SECURITIES LITIGATION	X : : : : : X	Case No. 02-CV-271 JUDGE CERCONE
THIS DOCUMENT RELATES TO ALL ACTIONS		

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
WITH CERTAIN DEFENDANTS, MOTION FOR ATTORNEYS' FEES AND
SETTLEMENT FAIRNESS HEARING AND NOTICE OF PROPOSED PLAN OF
DISTRIBUTION OF RESTITUTION FUND**

If you bought PNC Financial Services Group, Inc. (“PNC”) common stock, you bought call options on PNC common stock, or you wrote (sold) put options on PNC common stock from July 19, 2001 through and including July 18, 2002, then you may be entitled to a payment from a class action settlement and from a restitution fund.

YOU HAVE NOT BEEN SUED.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The settlement will provide a \$36.6 million settlement fund for the benefit of investors who bought shares of PNC common stock, bought call options of PNC common stock, or wrote (sold) put options on PNC common stock during the period from July 19, 2001 through and including July 18, 2002 (the “Class Period”).
- The settlement resolves a lawsuit against PNC and certain of its officers and directors alleging that PNC misled investors about its future earnings. The lawsuit is continuing against PNC’s outside auditor and consultant during the Class Period, Ernst & Young LLP (“E&Y” or the “Non-Settling Defendant”).
- If the Settlement is approved, Class Members who submit acceptable Proofs of Claim will also be paid a share of a \$156 million Restitution Fund funded by PNC ICLC Corp., an indirect non-bank subsidiary of PNC, and AIG Financial Products Corp. under the terms of (i) PNC ICLC Corp.’s, AIG Financial Products Corp.’s, and AIG-FP PAGIC Equity Holding Corp.’s agreements with the United States Department of Justice, Criminal Division, Fraud Section and (ii) the Securities and Exchange Commission’s judgment against American International Group Inc. Investigations into this matter by the federal government are ongoing and other restitution payments could be made by other parties into the Restitution Fund.
- Your legal rights are affected whether you act, or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment from either or both of the class action Settlement Fund and the Restitution Fund.
EXCLUDE YOURSELF FROM CLASS ACTION	Get no payment from the class action Settlement Fund. This is the only option that allows you to ever be part of any other lawsuit against PNC and the other Released Parties (as defined below) about the legal claims in this case. You may still be eligible to receive a payment from the Restitution Fund, but your total recovery from these two funds will be less than if you participate in both funds.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

SUMMARY NOTICE

Statement of Plaintiff Recovery

Pursuant to the class action settlement described herein, a Settlement Fund consisting of \$36.6 million in cash, plus interest, has been established. Plaintiffs estimate that there were approximately 284 million shares of PNC common stock traded during the Class Period which may have been damaged. Plaintiffs estimate that the average recovery per damaged share of PNC common stock under the settlement is 12.9¢ per damaged share¹ before deduction of Court-awarded attorneys' fees and expenses. Class Members who transacted in options on PNC common stock may also receive a payment from the Settlement Fund, but the various terms of those options and available records concerning such option transactions do not permit a useful estimate to be provided concerning the number of affected options or the recovery on those option transactions. A Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by his, her or its Recognized Claim as compared to the total Recognized Claims of all Class Members who submit acceptable Proofs of Claim.

In addition to the proceeds of this Settlement, if this Settlement is approved Class Members and others who submit acceptable Proofs of Claim will share in a \$156 million Restitution Fund funded by PNC ICLC Corp. and AIG Financial Products Corp. under the terms of (i) PNC ICLC Corp.'s, AIG Financial Products Corp.'s, and AIG-FP PAGIC Equity Holding Corp.'s agreements with the United States Department of Justice, Criminal Division, Fraud Section and (ii) the Securities and Exchange Commission's judgment against American International Group Inc.

Statement of Potential Outcome of Case

The parties disagreed on both liability and damages and do not agree on the average amount of damages per share that would be recoverable if plaintiffs were to have prevailed on each claim alleged. The defendants deny that they are liable to the plaintiffs or the Class in this action and deny that plaintiffs or the Class have suffered any damages.

Statement of Attorneys' Fees and Costs Sought

Plaintiffs' Co-Lead Counsel are moving the Court to award attorneys' fees in an amount not greater than twenty-eight (28%) of the Gross Settlement Fund, and for reimbursement of expenses incurred in connection with the prosecution of this action in the approximate amount of \$1,200,000. The requested fees and expenses would amount to an average of 4.0¢ per damaged share in total for fees and expenses. Plaintiffs' Co-Lead Counsel have expended considerable time and effort in the prosecution of this litigation on a contingent fee basis, and have advanced the expenses of the litigation, in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. In this type of litigation it is customary for counsel to be awarded a percentage of the common fund recovery as their attorneys' fees.

Plaintiffs' Co-Lead Counsel are NOT seeking and will not seek to receive any fees or expenses from or based upon the Restitution Fund funded by PNC ICLC Corp. and AIG Financial Products Corp. under the terms of (i) PNC ICLC Corp.'s, AIG Financial Products Corp.'s, and AIG-FP PAGIC Equity Holding Corp.'s agreements with the United States Department of Justice, Criminal Division, Fraud Section and (ii) the Securities and Exchange Commission's judgment against American International Group Inc.

Further Information

Further information regarding the Securities Litigation and this Notice may be obtained by contacting Plaintiffs' Co-Lead Counsel: David J. Bershada, Esq., Milberg Weiss Bershada & Schulman LLP, One Pennsylvania Plaza, New York, New York 10119-0165, Telephone (212) 594-5300; David Kessler, Esq., Schiffrin & Barroway, LLP, 280 King of Prussia Road, Radnor, Pennsylvania 19087, Telephone (610) 667-7706; or Samuel P. Sporn, Esq., Schoengold Sporn Laitman & Lometti, P.C., 19 Fulton Street, Suite 406, New York, New York 10038, Telephone (212) 964-0046.

Reasons for the Settlement

The principal reason for the settlement is the benefits to be provided to the Class now. These benefits must be compared to the risk that no recovery might be achieved after a contested trial and likely appeals, possibly years into the future.

[END OF COVER PAGE]

¹ An allegedly damaged share might have been traded more than once during the Class Period, and the indicated average recovery would be the total for all purchasers of that share.

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BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased shares of PNC Financial Services Group, Inc. (“PNC”) common stock, purchased call options on PNC common stock, or written (sold) put options on PNC common stock during the period from July 19, 2001 through and including July 18, 2002.

The Court directed that this Notice be sent to Class Members because they have a right to know about a proposed settlement of a class action lawsuit, and about all of their options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, a Claims Administrator appointed by the Court will make the payments that the settlement allows.

This package explains the lawsuit, the settlement, Class Members’ legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Western District of Pennsylvania, and the case is known as the *In re PNC Financial Services Group, Inc. Securities Litigation*, Case No. 2:02CV00271. This case was assigned to United States District Judge David Stewart Cercone. The people who sued are called plaintiffs, and the persons they sued, PNC, certain of its officers and directors, and Ernst & Young LLP (“E&Y”), PNC’s outside auditor and consultant during the Class Period, are called the Defendants.

The “Individual Defendants” means James E. Rohr (PNC’s Chairman, President and Chief Executive Officer during the Class Period), Robert L. Haunschild (PNC’s Senior Vice President and Chief Financial Officer during the Class Period), and Samuel R. Patterson (PNC’s Controller during the Class Period). PNC and the Individual Defendants are sometimes referred to as the “Settling Defendants”.

The Lead Plaintiffs have not settled any claims against E&Y (the “Non-Settling Defendant”) and the litigation against E&Y will continue independently of this settlement.

AIG Financial Products Corp. was not formally named as a defendant in this Securities Litigation. However, Lead Plaintiffs advised AIG Financial Products Corp. that they would bring securities claims against AIG Financial Products Corp. and AIG Financial Products Corp. has agreed to participate in the Settlement and has contributed \$4 million to the Settlement Fund.

Arnold & Porter LLP was not formally named as a defendant in this Securities Litigation. However, Lead Plaintiffs advised Arnold & Porter LLP that they would bring claims against Arnold & Porter LLP related to the PAGIC Transactions. Lead Plaintiffs and Arnold & Porter LLP agreed to settle these claims, including claims assigned to Lead Plaintiffs and the Class by PNC and its subsidiaries under the terms of the memorandum of understanding on December 17, 2004. Arnold & Porter LLP has contributed \$700,000, which represents a portion of the fees Arnold & Porter LLP received from PNC in connection with the PAGIC Transactions, to the Settlement Fund.

Buchanan Ingersoll PC was not formally named as a defendant in this Securities Litigation. However, Lead Plaintiffs advised Buchanan Ingersoll PC that they would bring claims against Buchanan Ingersoll PC related to the PAGIC Transactions. Lead Plaintiffs and Buchanan Ingersoll PC agreed to settle these claims, including claims assigned to Lead Plaintiffs and the Class by PNC and its subsidiaries under the terms of the memorandum of understanding on December 17, 2004. Buchanan Ingersoll PC has contributed \$1.9 million to the Settlement Fund.

In a separate but related proceeding, PNC ICLC Corp., an indirect non-bank subsidiary of PNC, entered into a Deferred Prosecution Agreement (the “DPA”) dated June 2, 2003, with the United States Department of Justice (the “DOJ”), Criminal Division, Fraud Section. Pursuant to the DPA, PNC ICLC paid \$90 million into a fund (the “Restitution Fund”) established “for victim restitution, including for the settlement of any pending shareholder securities law litigation” (DPA, paragraph 7). Under the terms of the DPA, none of the proceeds of the Restitution Fund may be payable as attorneys’ fees and all costs of administering the Restitution Fund are to be borne by PNC ICLC Corp. (DPA, paragraph 7)

On November 30, 2004, American International Group, Inc., without admitting or denying the allegations asserted against it in a complaint filed by the SEC, consented to the issuance of a final judgment in Securities and Exchange Commission v. American International Group, Inc., No. 04 2070 ordering American International Group, Inc. to disgorge the \$39.821 million in fees AIG Financial Products Corp. received for entering into three SPE-related (“PAGIC”) transactions with PNC, plus pre-judgment interest of \$6.545 million, to the Restitution Fund.

The DOJ, pursuant to a deferred prosecution agreement dated November 30, 2004 entered into by the DOJ and AIG-FP PAGIC Equity Holding Corp. and an agreement of even date entered into by the DOJ and AIG Financial Products Corp., has directed that \$20 million of the monetary penalty paid by AIG Financial Products Corp. be contributed to the Restitution Fund.

The total of these three payments, \$66.366 million, has been added to the \$90 million paid by PNC, bringing the Restitution Fund to a total of \$156.366 million.

2. What is the class action lawsuit about?

Beginning on February 1, 2002, twelve class actions alleging violations of federal securities laws were filed in this court and were subsequently consolidated under the caption above, and are hereinafter referred to as the “Securities Litigation.”

The Consolidated Class Action Complaint dated October 4, 2002 (the “Complaint”) filed in the Securities Litigation alleges that PNC and the Individual Defendants misled investors by intentionally overstating its profits and the amounts that the company expected to earn in the future, and that E&Y misrepresented that PNC’s financial statements fairly presented its financial condition

in accordance with Generally Accepted Accounting Principles. The lawsuit also claimed that PNC issued press releases and financial statements that had false and misleading information about PNC's income and earnings per share during the Class Period. The Defendants deny they did anything wrong.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Lead Plaintiffs Specialists DPM, LLC; Teamsters Local 272 Labor & Management Pension Fund; Joint Industry-Engineers Union Local 30 Pension Fund; and Teamsters Local 210 Pension Fund), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Lead Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the risks and cost of a trial, and the people affected will get compensation. The Lead Plaintiffs and the attorneys think the settlement is best for all Class Members.

5. What is the Restitution Fund?

The Restitution Fund is a fund established by the federal government to return money collected from alleged wrongdoers to the victims of the alleged wrongdoing. In this case, the Restitution Fund is being distributed simultaneously with, but independent of, the settlement of the Securities Litigation. You need not participate in the settlement of the Securities Litigation in order to participate in the Restitution Fund here, but you must submit a Proof of Claim form in order to participate in either fund.

WHO IS IN THE SETTLEMENT

To see if you will get money from the class action settlement, you first have to decide if you are a Class Member.

6. How do I know if I am part of the settlement?

The Court directed, for the purposes of the proposed settlement, that everyone who fits this description is a Class Member: *all persons who purchased PNC Financial Services Group, Inc. ("PNC") common stock, who purchased call options on PNC common stock, or who wrote (sold) put options on PNC common stock from July 19, 2001 through July 18, 2002, inclusive (the "Class Period"), and the PNC Incentive Savings Plan on behalf of itself and its present and former participants and beneficiaries who purchased or otherwise acquired PNC common stock during the Class Period through the PNC Incentive Savings Plan.*

7. Are there exceptions to being included?

Excluded from the Class are Defendants, AIG Financial Products Corp., Arnold & Porter LLP, Buchanan Ingersoll PC, any entity in which Defendants, AIG Financial Products Corp., Arnold & Porter LLP, or Buchanan Ingersoll PC have a controlling interest or is a parent or subsidiary of or is controlled by PNC, AIG Financial Products Corp., Arnold & Porter LLP, or Buchanan Ingersoll PC, and the officers, directors, partners, members, employees, affiliates, legal representatives, heirs, predecessors, successors and assigns of any of the Defendants, AIG Financial Products Corp., Arnold & Porter LLP, or Buchanan Ingersoll PC, except that this exclusion shall not apply to persons in their capacity as present or former participants or beneficiaries of the PNC Incentive Savings Plan.

If you own a mutual fund and that mutual fund owns shares of PNC common stock, that alone does not make you a Class Member. You are a Class Member only if you directly purchased shares of PNC common stock, purchased call options on PNC common stock, or wrote (sold) put options on PNC common stock during the Class Period. Contact your broker to see if you purchased shares of PNC common stock, purchased call options on PNC common stock, or wrote (sold) put options on PNC common stock during the Class Period.

If you **sold** PNC common stock, **sold** call options on PNC common stock, or **purchased** put options on PNC common stock during the period from July 19, 2001 through and including July 18, 2002, that alone does not make you a Class Member. You are a Class Member only if you **purchased** PNC common stock, **purchased** call options on PNC common stock, or **wrote (sold)** put options on PNC common stock during the period from July 19, 2001 through and including July 18, 2002.

8. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can call 1-800-789-4720 or visit www.claimsinformation.com for more information. Or you can fill out and return the claim form described on page 6, in question 12, to see if you qualify.

THE SETTLEMENT BENEFITS — WHAT YOU GET

9. What does the settlement provide?

The PNC Defendants, through their Insurers, have agreed to pay \$30 million, AIG Financial Products Corp. has agreed to pay \$4 million, Arnold & Porter LLP has agreed to pay \$700 thousand, and Buchanan Ingersoll PC has agreed to pay \$1.9 million, creating a \$36.6 million Settlement Fund to be divided, after taxes, fees, and expenses, among all Class Members who send in a valid Proof of Claim form.

PNC also agreed to pay the reasonable costs of notice and administration of this Settlement and the notice and administration costs of distributing the Restitution Fund funded by PNC ICLC Corp. and AIG Financial Products Corp. under the terms of (i) PNC ICLC Corp.'s, AIG Financial Products Corp.'s, and AIG-FP PAGIC Equity Holding Corp.'s agreements with the United States Department of Justice, Criminal Division, Fraud Section and (ii) the Securities and Exchange Commission's judgment against American International Group Inc.

In addition, PNC has agreed to assign to Lead Plaintiffs any and all claims that PNC and its subsidiaries have against E&Y (PNC's outside auditor and consultant during the Class Period) and any persons or entities other than the Released Parties, which claims arise from or are related to the subject matter of the Securities Litigation.

Arnold & Porter LLP and Buchanan Ingersoll PC have agreed to cooperate with Lead Plaintiffs and the Class in the continuing prosecution of the Securities Litigation.

10. What does the Restitution Fund provide?

The Restitution Fund provides \$156.633 million funded by PNC ICLC Corp. and AIG Financial Products Corp. under the terms of (i) PNC ICLC Corp.'s, AIG Financial Products Corp.'s, and AIG-FP PAGIC Equity Holding Corp.'s agreements with the United States Department of Justice, Criminal Division, Fraud Section and (ii) the Securities and Exchange Commission's judgment against American International Group Inc. for victim restitution, including for the settlement of any pending shareholder securities law litigation. Under the terms of the DPA, none of the proceeds of the Restitution Fund may be payable as attorneys' fees and all costs of administering the Restitution Fund are to be borne by PNC ICLC Corp. After accounting for distributions to claimants from the Class Action Settlement Fund, claimants may not receive more than their out-of-pocket loss from the Restitution Fund.

11. How much will my payment be?

Your share of the funds will depend on the number of valid Proof of Claim forms that Class Members send in, how many shares of PNC common stock you bought, the number of call options on PNC common stock you bought, and the number of put options on PNC common stock you wrote (sold), and when you bought and sold them.

You can calculate what is called your "Recognized Claim" by following the Plan of Allocation starting on page 11 of this Notice. It is unlikely that you will get a payment for all of your Recognized Claim. After all Class Members have sent in their Proof of Claim forms, the payment you get will be a part of the Net Settlement Fund, and a part of the Net Restitution Fund, equal to your Recognized Claim divided by the total of everyone's Recognized Claim.

If you exclude yourself from the settlement in the Securities Litigation, you may still participate in the Restitution Fund, but your total recovery from these two funds will be less than if you participated in both funds.

HOW YOU GET A PAYMENT — SUBMITTING A CLAIM FORM

12. How can I get a payment?

To qualify for a payment from the class action Settlement Fund and/or the Restitution Fund, you must send in a Proof of Claim form. You cannot get a payment from either the class action Settlement Fund or the Restitution Fund without submitting a Proof of Claim form. A Proof of Claim form is being circulated with this Notice. You may also get a Proof of Claim form on the Internet at www.claimsinformation.com. Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it postmarked no later than **August 22, 2005**.

If you are a present or former participant or beneficiary of the PNC Incentive Savings Plan (the "Plan"), an omnibus Proof of Claim form will be submitted on your behalf by Independent Fiduciary Services, Inc., with respect to all of your transactions within your Plan account during the Class Period. The Plan may submit a claim on behalf of itself and its present and former participants and beneficiaries based on purchases at the participant level. In addition to any payment it receives from the class action Settlement Fund, the Plan will also receive a \$2.05 million payment from the Restitution Fund.

Employees of PNC are excluded from the definition of the Class. If you are a PNC employee or other excluded person (see question 7), you may not submit a claim with respect to any purchases of PNC common stock you made directly, including any purchases you made outside your Plan account. For employees of PNC who are present or former participants or beneficiaries of the Plan, see the previous paragraph.

The Lead Plaintiffs, on behalf of the Class, are applying to have the Restitution Fund paid to the Class Members who submit acceptable Proofs of Claim herein. The Settling Defendants do not object to this application. Any funds obtained from the Restitution Fund will be independent of, and not part of, the Settlement Fund. If the settlement in this Securities Litigation is approved and the Lead Plaintiffs' application is successful, the Net Settlement Fund will be distributed to all Authorized Claimants, Authorized Claimants will also share in the distribution of the Restitution Fund.

13. When would I get my payment?

The Court will hold a hearing on **August 4, 2005**, to decide whether to approve the settlement. If the Court approves the settlement after the hearing, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

14. What am I giving up by staying in the Class?

Unless you exclude yourself, you are staying in the class, and that means that, upon the "Effective Date," you will release all "Settled Claims" (as defined below) against the "Released Parties" (as defined below).

"Settled Claims" means any and all claims, debts, demands, rights or causes of action or liabilities whatsoever — including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever — whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class, derivative, or individual in nature, including both known claims and Unknown Claims, (i) that have been asserted in the Securities Litigation by Lead Plaintiffs, the Class, or any Class Member (including, but not limited to, for this purpose the PNC Incentive Savings Plan and any current or former participant or beneficiary of the PNC Incentive Savings Plan) against any of the Released Parties, (ii) that could have been asserted in any forum by Lead Plaintiffs, the Class, or any Class Member (including, but not limited to, for this purpose the PNC Incentive Savings Plan and any current or former participant or beneficiary of the PNC Incentive Savings Plan) against any of the Released Parties which arise out of, relate to, or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Consolidated Class Action Complaint filed by Lead Plaintiffs in the Securities Litigation and relate to the acquisition or ownership of shares of, or call or put options on, the common stock of PNC during the Class Period, or (iii) the claims against any of the Released Parties arising from or relating to the subject matter of the Securities Litigation asserted by Andrew J. Gosline in his demand letter dated June 10, 2003 and any other derivative demands that may be filed in connection with the PAGIC Transactions. "Settled Claims" includes the claims assigned under the terms of the December 17, 2004 MOU to Lead Plaintiffs and the Class that PNC and its subsidiaries had against Arnold & Porter LLP and against Buchanan Ingersoll PC which arise from or are related to the subject matter of the Securities Litigation. "Settled Claims" does not include claims against E&Y, its predecessors, successors, assigns, partners, principals and employees and any divisions or affiliates of E&Y.

"Released Parties" means (a) Settling Defendants; (b) PNC and PNC's predecessors, successors, parents, subsidiaries, affiliates, and their respective present and former directors, officers, and employees, including PAGIC LLC, PAGIC II LLC, PAGIC Equity LLC, PAGIC Loans LLC, PAGIC Loans II, LLC, and PAGIC Equity Holding, LLC, as well as the heirs, executors and assigns of the individual Settling Defendants; (c) the Insurers; (d) AIG Financial Products Corp. and AIG Financial Products Corp.'s predecessors, successors, parents, subsidiaries, affiliates and their respective present and former directors, officers, and employees; (e) Arnold & Porter, Arnold & Porter LLP, and their current and former partners and employees; and (f) Buchanan Ingersoll PC, Buchanan Ingersoll LLP, and their current and former employees, shareholders, and partners and their attorneys in this matter. "Released Parties" does not include Non-Settling Defendant E&Y, its predecessors, successors, assigns, partners, principals and employees and any divisions or affiliates of E&Y.

"Unknown Claims" means any and all Settled Claims which any Lead Plaintiff, the Class, or any Class Member (including, but not limited to, for this purpose the PNC Incentive Savings Plan and any current or former participant or beneficiary of the PNC Incentive Savings Plan) does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Settled Defendants' Claims which any of the Settling Defendants does not know or suspect to exist in his or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants' Claims, the parties stipulate and agree that upon the Effective Date, the Lead Plaintiffs, the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and Buchanan Ingersoll PC shall expressly waive, and each Class Member (including, but not limited to, for this purpose the PNC Incentive Savings Plan and any current or former participant or beneficiary of the PNC Incentive Savings Plan) shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Lead Plaintiffs, Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and Buchanan Ingersoll PC acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Settled Defendants’ Claims was separately bargained for and was a key element of the Settlement.

The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal.

If you remain a Class Member, all of the Court’s orders will apply to you and legally bind you.

If you exclude yourself from the Class, you will not be bound by the Court’s orders in the class action, and you will not be entitled to any share of the Net Settlement Fund from the class action, or any future recovery that the Class obtains in the litigation against E&Y or persons other than the Released Parties. You may however participate in the Restitution Fund and/or pursue any other rights or actions that you may have.

15. What am I giving up by participating in the Restitution Fund?

Participating solely in the Restitution Fund will not cause you to be bound by the Court’s orders in the class action and you may still pursue any other rights or actions that you may have, but any future recovery you might obtain as a result of your own action may be offset by amounts that you receive from the Restitution Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the class action Settlement Fund, but you want to keep the right to sue or continue to sue PNC and the other Released Parties, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as “opting out” of the settlement Class. The Settling Defendants or AIG Financial Products Corp. may withdraw from and terminate the class action Settlement if putative Class Members who purchased in excess of a certain amount of PNC common stock exclude themselves from the Class.

If you exclude yourself from the Class, you may not receive any payment from the class action Settlement Fund. If you exclude yourself from the Class, you may still submit a Proof of Claim to share in ONLY the Restitution Fund, but your total recovery from these two funds will be less than if you participated in both funds.

16. How do I get out of the proposed settlement Class?

To exclude yourself from the settlement Class, you must send a letter by mail stating that you “request exclusion from the Class in the *In re PNC Financial Services Group, Inc. Securities Litigation.*” Your letter should include the date(s), price(s), and number(s) of shares of all purchases and sales of PNC common stock and/or PNC common stock options during the Class Period. In addition, be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **July 15, 2005** to:

PNC Financial Securities Litigation Settlement and Restitution Funds Exclusions
Claims Administrator
P.O. Box 1607
Blue Bell, PA 19422

You cannot exclude yourself by telephone or by e-mail. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) PNC and the other Released Parties in the future.

17. If I do not exclude myself, can I sue PNC and the other Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue PNC and the other Released Parties for the claims that this settlement resolves. If you have a pending lawsuit speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is **July 15, 2005**.

18. If I exclude myself, can I get money from the proposed settlement or from the Restitution Fund?

If you exclude yourself from the Class, you will not be able to receive any share of the class action Settlement Fund, but you may still seek to share in the Restitution Fund by submitting a Proof of Claim indicating that you have excluded yourself from the Class and seek to receive a share of ONLY the Restitution Fund. By excluding yourself from the Class you would preserve whatever rights you may have, if any, to separately sue, continue to sue, or be part of a different lawsuit against PNC and the other Released Parties, with your own counsel and at your own expense.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court ordered that the law firms of Milberg Weiss Bershad & Schulman LLP in New York, New York, Schifffrin & Barroway, LLP in Radnor, Pennsylvania, and Schoengold Sporn Laitman & Lometti, P.C. in New York, New York will represent you and the other Class Members. These lawyers are called Plaintiffs' Co-Lead Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Plaintiffs' Co-Lead Counsel are moving the Court to award attorneys' fees from the class action Settlement Fund in an amount not greater than twenty-eight (28%) of the class action Settlement Fund and for reimbursement of their expenses in the approximate amount of \$1,200,000, plus interest on such fees and expenses at the same rate as earned by the class action Settlement Fund. Plaintiffs' Co-Lead Counsel, without further notice to the Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the class action Settlement Fund proceeds to the Class Members and any proceedings subsequent to the Settlement Fairness Hearing. PNC has agreed to pay all reasonable costs and expenses of the combined notice and administration of the Settlement and the Restitution Fund (but not attorneys' fees incurred in connection with the administration and distribution of the class action Settlement Fund proceeds to the Class Members).

Pursuant to the agreement establishing the Restitution Fund, none of the proceeds of the Restitution Fund shall be payable as attorneys' fees, nor shall Plaintiffs' Co-Lead Counsel seek a fee award based upon any sums that may be disbursed from the Restitution Fund to Lead Plaintiffs, the Class, or any Class Member.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

21. How do I tell the Court that I do not like the proposed settlement?

If you are a Class Member, you can object to the proposed settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a signed letter saying that you object to the proposed settlement in the *In re PNC Financial Services Group, Inc. Securities Litigation*. Be sure to include your name, address, telephone number, and your signature, identify the date(s), price(s), and number(s) of shares of all purchases and sales of PNC common stock and/or PNC common stock options you made during the Class Period, and state the reasons why you object to the proposed settlement. Your objection must be filed with the Court and served on all the following counsel on or before **July 15, 2005**:

COURT

Clerk of the Court
United States District Court for the
Western District of Pennsylvania
United States Post Office and Courthouse
Seventh Avenue and Grant Street
Pittsburgh, PA 15219

TRUSTEE OF RESTITUTION FUND

Louis W. Fryman, Esq.
Fox Rothschild LLP
2000 Market Street, Tenth Floor
Philadelphia, PA 19103-3291

PLAINTIFFS' CO-LEAD COUNSEL

David J. Bershad, Esq.
Milberg Weiss Bershad & Schulman LLP
One Pennsylvania Plaza
New York, NY 10119-0165

SETTLING DEFENDANTS' COUNSEL

Alan J. Davis, Esq.
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
(Counsel for PNC, James E. Rohr, and Samuel R.
Patterson)

Michael F. Flanagan, Esq.
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5306
(Counsel for Robert L. Haunschild)

22. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S SETTLEMENT FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the proposed settlement. You may attend and you may ask to speak, but you do not have to.

23. When and where will the Court decide whether to approve the proposed settlement?

The Court will hold a Settlement Fairness Hearing at 10:00 a.m. on Thursday, **August 4, 2005**, at the United States District Court for the Western District of Pennsylvania, United States Post Office and Courthouse, Seventh Avenue and Grant Street, Pittsburgh, Pennsylvania 15219. At this hearing the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Plaintiffs' Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

24. Do I have to come to the hearing?

No. Plaintiffs' Co-Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

25. May I speak at the hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Fairness Hearing. To do so, you must include with your objection (see question 21 above) a statement saying that it is your "Notice of Intention to Appear in the *In re PNC Financial Services Group, Inc. Securities Litigation*." You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you do nothing, you will get no money from the class action Settlement Fund or the Restitution Fund. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against PNC and the other Released Parties about the legal issues in this case, ever again.

GETTING MORE INFORMATION

27. Are there more details about the proposed settlement?

This notice summarizes the proposed settlement. More details are in a Stipulation and Agreement of Settlement with PNC Defendants, with AIG Financial Products Corp., with Arnold & Porter LLP, and with Buchanan Ingersoll PC (the "Stipulation") dated as of March 31, 2005 (the "Stipulation"). You can get a copy of the Stipulation by writing to David J. Bershada, Esq., Milberg Weiss Bershada & Schulman LLP, One Pennsylvania Plaza, New York, New York 10119-0165, David Kessler, Esq., Schiffrin & Barroway, LLP, 280 King of Prussia Road, Radnor, Pennsylvania 19087, Samuel P. Sporn, Esq., Schoengold Sporn Laitman & Lometti, P.C., 19 Fulton Street, Suite 406, New York, New York 10038, or by visiting www.claimsinformation.com.

You also can call 1-800-789-4720 toll free; write to PNC Financial Securities Litigation Settlement and Restitution Funds, Claims Administrator, P.O. Box 1607, Blue Bell, PA 19422; or visit the website at www.claimsinformation.com, where you will find answers to common questions about the settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

28. How do I get more information?

For even more detailed information concerning the matters involved in this Securities Litigation, reference is made to the pleadings, to the Stipulation, to the Orders entered by the Court and to the other papers filed in the Securities Litigation, which may be inspected at the Office of the Clerk of the United States District Court for the Western District of Pennsylvania, United States Post Office and Courthouse, Seventh Avenue and Grant Street, Pittsburgh, Pennsylvania 15219, during regular business hours.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AND RESTITUTION FUND AMONG CLASS MEMBERS

The \$36.6 million Cash Settlement Amounts and the interest earned thereon shall be the Gross Settlement Fund. The Gross Settlement Fund, less all taxes, approved costs, fees and expenses (the "Net Settlement Fund") shall be distributed to Class Members who submit acceptable Proofs of Claim ("Authorized Claimants"). The Lead Plaintiffs, on behalf of the Class, are applying to have the Restitution Fund paid to the Authorized Claimants. If the Lead Plaintiffs' application is successful, the Restitution Fund shall also be distributed to Authorized Claimants under this Plan of Allocation.

The following Plan of Allocation reflects Plaintiffs' allegations that the price of PNC common stock was artificially inflated by reason of Defendants' allegedly misleading statements and omissions. The amount of the alleged artificial inflation changed as different disclosures were made until July 18, 2002 when Plaintiffs allege the true facts were first fully revealed and the alleged inflation eliminated. The disclosure eliminating the alleged inflation occurred prior to the opening of trading on July 18, 2002. Accordingly, no Recognized Claim will be allowed for transactions initiated on July 18, 2002. The Plan also takes into account Defendants' contention that the disclosures made on January 29, 2002 would make claims based on purchases after that date at least relatively more difficult to sustain than claims based on purchases made prior thereto.

The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund (and the Restitution Fund) based upon each Authorized Claimant's "Recognized Claim." An Authorized Claimant's "Recognized Claim" shall mean the amount determined as follows:

PNC Common Stock Purchased

(1) For shares of PNC common stock purchased from July 19, 2001 through the close of trading on January 28, 2002, at any price or for any shares purchased on January 29, 2002 at a price of \$61.50 or more per share,² and which shares were

(a) Sold at a loss at any price prior to the close of trading on January 28, 2002 or sold at a loss at a price of \$61.50 or more per share on January 29, 2002, Recognized Claim shall be 10%³ of the difference between (x) 20.2% of the Purchase Price Paid (including commissions, etc.) (the "PPP"), and (y) 20.2% of the Sales Proceeds Received (net of commissions, etc.) (the "SPR");

(b) Sold at a loss on January 29, 2002 at a price of less than \$61.50 per share, or sold at a loss at any price from January 30, 2002, through the close of trading on July 17, 2002, Recognized Claim shall be the difference between (x) 20.2% of the PPP, and (y) 14.9% of the SPR;

(c) Sold at a loss at any price from July 18, 2002 through the close of trading on October 16, 2002 (90 days following the end of the Class Period), Recognized Claim shall be the lesser of (i) 20.2% of the PPP or (ii) the difference between (x) the PPP, and (y) the **greater of** \$42.49 per share (the 90 day average), **or** the SPR;

(d) Held at the close of trading on October 16, 2002, Recognized Claim shall be the lesser of (i) 20.2% of the PPP or (ii) the difference between (x) the PPP, and (y) \$42.49 per share.

(2) For shares of PNC common stock purchased on January 29, 2002 at a price of less than \$61.50 per share, or for any shares that were purchased from the opening of trading on January 30, 2002 through the close of trading on July 17, 2002 at any price, and

(a) Sold at a loss on January 29, 2002 at a price of less than \$61.50 per share, or sold at a loss at any price from the opening of trading on January 30, 2002, through the close of trading on July 17, 2002, Recognized Claim shall be 6%⁴ of the difference between (x) 14.9% of the PPP, and (y) 14.9% of the SPR;

(b) Sold at a loss at any price during the period July 18, 2002 through the close of trading on October 16, 2002 (90 days following the end of the Class Period), Recognized Claim shall be 60% of the lesser of (i) 14.9% of the PPP or (ii) the difference between (x) the PPP, and (y) the **greater of** \$42.49 per share (the 90 day average), **or** the SPR;

(c) Held at the close of trading on October 16, 2002, Recognized Claim shall be 60% of the lesser of (i) 14.9% of the PPP or (ii) the difference between (x) the PPP, and (y) \$42.49 per share.

Call Options on PNC Common Stock Purchased

(1) For call options to purchase PNC common stock purchased from July 19, 2001 through 12:30 p.m. EST on January 29, 2002,

(a) If sold or expired prior to 12:30 p.m. EST on January 29, 2002, the Recognized Claim shall be zero;

(b) If sold or expired on or after 12:30 p.m. EST on January 29, 2002, but before July 18, 2002, then the Recognized Claim shall be the lesser of (i) the loss per share set forth based on the exercise price and month of expiration in Table 1, or (ii) the out-of-pocket loss realized;

(c) If sold or expired on or after July 18, 2002, then the Recognized Claim shall be the lesser of (i) the sum of the losses per share set forth based on the exercise price and month of expiration in Table 1 and Table 2, or (ii) the out-of-pocket loss realized;

(2) For call options to purchase PNC common stock purchased after 12:30 p.m. EST on January 29, 2002, through the close of trading on July 17, 2002,

(a) If sold or expired prior to the close of trading on July 17, 2002, the Recognized Claim shall be zero;

(b) If sold or expired on or after July 18, 2002, then the Recognized Claim shall be the lesser of (i) the loss per share set forth based on the exercise price and month of expiration in Table 2, or (ii) the out-of-pocket loss realized;

² This price is the lowest price at which PNC common stock traded at prior to the announcement of the restatement at 12:30 p.m. EST on January 29, 2002.

³ This discount applies to claimants whose sales occurred before any curative disclosure was allegedly made, and reflects the relative difficulty that they face in showing that their loss was caused by the defendants' alleged misrepresentations.

⁴ This discount reflects both the fact that the purchase was made after the restatement announcement of January 29, 2002 and the claim was therefore harder to establish and that the sales occurred before any further curative disclosure was allegedly made.

Put Options on PNC Common Stock Written (Sold)

- (1) For put options to sell PNC common stock written (sold) from July 19, 2001 through 12:30 p.m. EST on January 29, 2002,⁵
 - (a) If repurchased (covered) prior to 12:30 p.m. EST on January 29, 2002, the Recognized Claim shall be zero;
 - (b) If repurchased (covered) on or after 12:30 p.m. EST on January 29, 2002, but before July 18, 2002, then the Recognized Claim shall be the lesser of (i) the loss per share set forth based on the exercise price and month of expiration in Table 3, or (ii) the out-of-pocket loss realized;
 - (c) If repurchased (covered) on or after July 18, 2002, then the Recognized Claim shall be the lesser of (i) the sum of the losses per share set forth based on the exercise price and month of expiration in Table 3 and Table 4, or (ii) the out-of-pocket loss realized;
- (2) For put options to sell PNC common stock written (sold) after 12:30 p.m. EST on January 29, 2002, through the close of trading on July 17, 2002,
 - (a) If repurchased (covered) prior to the close of trading on July 17, 2002, the Recognized Claim shall be zero;
 - (b) If repurchased (covered) on or after July 18, 2002, then the Recognized Claim shall be the lesser of (i) the loss per share set forth based on the exercise price and month of expiration in Table 4, or (ii) the out-of-pocket loss realized

In the event a Class Member has more than one purchase or sale of PNC common stock and/or PNC common stock options, all purchases and sales shall be matched on a First In First Out (“FIFO”) basis, Class Period sales will be matched first against any PNC shares and/or options held at the beginning of the Class Period and then against purchases in chronological order. A purchase or sale of PNC common stock and/or PNC common stock options shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, devise or operation of law of PNC common stock and/or PNC common stock options during the Class Period shall not be deemed a purchase or sale of PNC common stock and/or PNC common stock options for the calculation of an Authorized Claimant’s Recognized Claim nor shall it be deemed an assignment of any claim relating to the purchase of such shares and/or options unless specifically provided in the instrument of gift or assignment. The receipt of PNC common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of PNC common stock and/or PNC common stock options.

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund (and Restitution Fund) based on his, her or its Recognized Claim compared to the Total Recognized Claims of all accepted claimants. Each Authorized Claimant shall be paid an amount determined by multiplying his, her or its “Recognized Claim” by a fraction the numerator of which shall be the total of the Net Settlement Fund (and Restitution Fund) and the denominator of which shall be the Total Recognized Claims of all Authorized Claimants.

The amount of a Class Member’s Recognized Claim as computed above is not intended to be an estimate of what a Class Member might have been able to recover at trial, and it is not an estimate of the amount that will be paid pursuant to this Settlement. Instead, this computation is only a method to weight Class Members’ claims against one another. Each Authorized Claimant will receive a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Claim.

To the extent a Claimant had a gain from his, her or its overall transactions in PNC common stock and/or PNC common stock options during the Class Period, the value of the Recognized Claim will be zero. To the extent that a Claimant suffered an overall loss on his, her or its overall transactions in PNC common stock and/or PNC common stock options during the Class Period, but that loss was less than the Recognized Claim calculated above, then the Recognized Claim shall be limited to the amount of the actual loss.

For purposes of determining whether a Claimant had a gain from his, her or its overall transactions in PNC common stock during the Class Period or suffered a loss, the Claims Administrator shall: total the amount paid for all PNC common stock purchased during the Class Period by the claimant (the “Total Purchase Amount”); match any sales of PNC common stock during the Class Period first against the Claimant’s opening position in the stock (the proceeds of those sales will not be considered for purposes of calculating gains or losses); total the amount received for sales of the remaining shares of PNC common stock sold during the Class Period (the “Sales Proceeds”); ascribe a \$42.49 per share holding value for the number of shares of PNC common stock purchased during the Class Period and still held at the end of the Class Period (“Holding Value”). The difference between (i) the Total Purchase Amount and the (ii) sum of the Sales Proceeds and Holding Value will be deemed a Claimant’s gain or loss on his, her or its overall transactions in PNC common stock during the Class Period.

If the Settlement is approved, then the Net Restitution Fund funded by PNC ICLC Corp. and AIG Financial Products Corp. will also be distributed to Authorized Claimants (following an initial payment to the PNC Incentive Savings Plan trust of \$2.05 million) in proportion to their Recognized Claims and in conjunction with the distribution of the Net Settlement Fund.

Class Members who do not submit acceptable Proofs of Claim will not share in the settlement proceeds. Class Members who do not submit acceptable Proofs of Claim may also risk precluding themselves from participating in the Restitution Fund as well as the Net Settlement Fund. Even if the Settlement is not approved, the administrator of the Restitution Fund has the discretion to allow Class Members who submit an acceptable Proof of Claim form to participate in a distribution from the Restitution Fund. Class Members who do not either submit a request for exclusion or submit an acceptable Proof of Claim will nevertheless be bound by the settlement and the Order and Final Judgment of the Court dismissing this Securities Litigation.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the settlement. If any funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be redistributed to Class Members who have cashed their initial distributions and who would receive at

⁵ Transactions entered into after the restatement announcement of January 29, 2002 are being discounted because the claim is harder to establish.

least \$10.00 from such redistribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution. If after six months after such redistribution any funds shall remain in the Net Settlement Fund, then such balance shall be contributed to nonsectarian, not-for-profit, 501(c)(3) organization(s) designated by Plaintiffs' Counsel. If any funds remain in the Net Restitution Fund after four years, they shall revert to the United States Treasury.

Lead Plaintiffs, Defendants, their respective counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Proof of Claim or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund or any losses incurred in connection therewith.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased PNC Financial Services Group, Inc. ("PNC") common stock, purchased call options on PNC common stock, or wrote (sold) put options on PNC common stock during the period from July 19, 2001 through and including July 18, 2002 for the beneficial interest of a person or organization other than yourself, the Court has directed that, **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE**, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such stock and/or options during such time period or, (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within seven (7) days mail the Notice and Proof of Claim form directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

PNC Financial Securities Litigation Settlement and Restitution Funds
Claims Administrator
P.O. Box 1607
Blue Bell, PA 19422
(800) 789-4720

Dated: Pittsburgh, Pennsylvania
April 22, 2005

By Order of the Court
CLERK OF THE COURT