UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
QUARTERLY PERIOD ENDED March 31, 2002

Commission File Number 0-2525

HUNTINGTON BANCSHARES INCORPORATED

<TABLE>
<S> <C>

MARYLAND	31-0724920
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

</TABLE>

41 SOUTH HIGH STREET, COLUMBUS, OHIO 43287

Registrant's telephone number (614) 480-8300

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 and (2) has been subject to such filing requirements for the past 90 days.

Yes |X| No |_|

There were 247,248,217 shares of Registrant's without par value common stock outstanding on April 30, 2002.

HUNTINGTON BANCSHARES INCORPORATED

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<TABLE>
<S> <C>

</TABLE>

PART I. FINANCIAL INFORMATION

1. FINANCIAL STATEMENTS

CONSOLIDATED BALANCE SHEETS

<TABLE>
<CAPTION>

(in thousands, except share amounts)	MARCH 31, 2002	DECEMBER 31, 2001	MARCH 31, 2001
--	(Unaudited)		(Unaudited)

<S>	<C>	<C>	<C>
ASSETS			
Cash and due from banks	$ 654,312	$ 1,138,366	$ 1,006,809
Interest bearing deposits in banks	29,537	21,205	5,011
Trading account securities	4,040	13,392	70,550
Federal funds sold and securities purchased under resale agreements	60,118	83,275	155,738
Loans held for sale	184,353	629,386	388,545
Securities available for sale - at fair value	2,869,826	2,849,579	3,632,034
Investment securities - fair value $11,400; $12,499; and $15,586, respectively	11,264	12,322	15,358
Total loans (1)	19,338,947	21,601,873	20,870,648
Less allowance for loan losses	386,053	410,572	301,777
Net loans	18,952,894	21,191,301	20,568,871
Bank owned life insurance	852,931	843,183	814,502
Goodwill and other intangible assets	209,942	716,054	745,023
Premises and equipment	362,135	452,036	457,504
Customers' acceptance liability	15,558	13,670	16,510
Accrued income and other assets	539,044	536,390	564,733
TOTAL ASSETS	$ 24,745,954	$ 28,500,159	$ 28,441,188
LIABILITIES AND SHAREHOLDERS' EQUITY			
Total deposits (1)	$ 16,266,785	$ 20,187,304	$ 19,130,157
Short-term borrowings	1,803,250	1,955,926	2,700,351
Bank acceptances outstanding	15,558	13,670	16,510
Medium-term notes	1,969,398	1,795,002	2,084,859
Subordinated notes and other long-term debt	938,407	944,330	894,937
Company obligated mandatorily redeemable preferred capital securities of subsidiary trusts holding solely junior subordinated debentures of the Parent Company	300,000	300,000	300,000
Accrued expenses and other liabilities	1,018,618	887,487	909,118
Total Liabilities	22,312,016	26,083,719	26,035,932
Shareholders' equity			
Preferred stock - authorized 6,617,808 shares; none issued or outstanding	--	--	--
Common stock - without par value; authorized 500,000,000 shares; issued 257,866,255; 257,866,255; and 257,866,255 shares, respectively; outstanding 249,991,932; 251,193,814; and 251,001,821 shares, respectively	2,486,832	2,490,724	2,491,848
Less 7,874,323; 6,672,441; and 6,864,434 treasury shares, respectively	(144,199)	(123,849)	(126,532)
Accumulated other comprehensive income (loss)	9,484	25,488	(4,221)
Retained earnings	81,821	24,077	44,161
Total Shareholders' Equity	2,433,938	2,416,440	2,405,256
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 24,745,954	$ 28,500,159	$ 28,441,188

</TABLE>

(1) See Page 13 for detail of Loans and Deposits.

CONSOLIDATED STATEMENTS OF INCOME

<TABLE>
<CAPTION>

	THREE MONTHS ENDED MARCH 31,	
(in thousands, except per share amounts)	2002	2001

	--------	--------
	(Unaudited)	(Unaudited)
Interest and fee income		
<S>	<C>	<C>
Loans	$342,102	$446,785
Securities	44,781	63,834
Other	6,712	7,356
TOTAL INTEREST INCOME	393,595	517,975
Interest expense		
Deposits	109,967	185,081
Short-term borrowings	11,605	33,163
Medium-term notes	16,598	36,663
Subordinated notes and other long-term debt	12,600	19,944
TOTAL INTEREST EXPENSE	150,770	274,851
NET INTEREST INCOME	242,825	243,124
Provision for loan losses	55,781	33,464
NET INTEREST INCOME AFTER PROVISION FOR LOAN LOSSES	187,044	209,660
Total non-interest income (1)	301,428	117,724
Total non-interest expense (1)	263,570	234,090
INCOME BEFORE INCOME TAXES	224,902	93,294
Income taxes	127,175	25,428
NET INCOME	$ 97,727	$ 67,866
	========	========
PER COMMON SHARE		
Net income		
Basic	$ 0.39	$ 0.27
Diluted	$ 0.39	$ 0.27
Cash dividends declared	$ 0.16	$ 0.20
AVERAGE COMMON SHARES		
Basic	250,749	250,998
Diluted	251,953	251,510

</TABLE>

(1) See Page 14 for detail of Non-Interest Income and Non-Interest Expense.

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

<TABLE>
<CAPTION>

(in thousands)	COMMON STOCK SHARES	COMMON STOCK AMOUNT	TREASURY STOCK SHARES	TREASURY STOCK AMOUNT	ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)	RETAINED EARNINGS	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Three Months Ended March 31, 2001:							
Balance, beginning of period	257,866	$ 2,493,645	(7,007)	$(129,432)	$ (24,520)	$26,354	$ 2,366,047
Comprehensive Income:							
Net income						67,866	67,866
Cumulative effect of change in accounting principle for derivatives					(9,113)		(9,113)
Unrealized net holding gains on securities available for sale arising during the period, net of reclassification adjustment for net gains included in net income					26,289		26,289
Unrealized gains on derivative instruments used in cash flow hedging relationships					3,123		3,123

Total comprehensive income							88,165
Cash dividends declared						(50,059)	(50,059)
Stock options exercised		(1,797)	99	2,189			392
Treasury shares sold to employee benefit plans			44	711			711
Balance, end of period (Unaudited)	257,866	$ 2,491,848	(6,864)	$(126,532)	$ (4,221)	$44,161	$ 2,405,256
THREE MONTHS ENDED MARCH 31, 2002:							
BALANCE, BEGINNING OF PERIOD	257,866	$ 2,490,724	(6,672)	$(123,849)	$ 25,488	$24,077	$ 2,416,440
COMPREHENSIVE INCOME:							
NET INCOME						97,727	97,727
UNREALIZED NET HOLDING LOSSES ON SECURITIES AVAILABLE FOR SALE ARISING DURING THE PERIOD, NET OF RECLASSIFICATION ADJUSTMENT FOR NET GAINS INCLUDED IN NET INCOME					(14,800)		(14,800)
UNREALIZED GAINS ON DERIVATIVE INSTRUMENTS USED IN CASH FLOW HEDGING RELATIONSHIPS					(1,204)		(1,204)
TOTAL COMPREHENSIVE INCOME							81,723
CASH DIVIDENDS DECLARED						(39,983)	(39,983)
STOCK OPTIONS EXERCISED		(3,892)	258	7,760			3,868
TREASURY SHARES PURCHASED			(1,460)	(28,110)			(28,110)
BALANCE, END OF PERIOD (UNAUDITED)	257,866	$ 2,486,832	(7,874)	$(144,199)	$ 9,484	$81,821	$ 2,433,938

</TABLE>

See notes to unaudited consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>
<CAPTION>

	THREE MONTHS ENDED MARCH 31,	
(in thousands of dollars)	2002	2001
	(Unaudited)	(Unaudited)
<S>	<C>	<C>
OPERATING ACTIVITIES		
Net Income	$ 97,727	$ 67,866
Adjustments to reconcile net income to net cash provided by operating activities		
Provision for loan losses	55,781	33,464
Provision for depreciation and amortization	17,613	32,136
Deferred income tax expense	10,990	24,255
Decrease (increase) in trading account securities	9,352	(65,827)
Decrease (increase) in mortgages held for sale	445,033	(233,441)
Gains on sales of securities available for sale	(457)	(2,078)
Gains on sales/securitizations of loans	(1,395)	(1,666)
Gains on sale of Florida operations	(175,344)	--
Decrease in accrued income receivable	32,038	18,476
Net increase in other assets	(61,852)	(72,942)
Increase in accrued expenses	30,158	34,048

Increase in other liabilities	14,924	37,077
Restructuring and special charges	56,184	--
NET CASH PROVIDED (USED FOR) BY OPERATING ACTIVITIES	530,752	(128,632)
INVESTING ACTIVITIES		
Increase in interest bearing deposits in banks	(8,332)	(41)
Proceeds from:		
Maturities and calls of investment securities	1,056	614
Maturities and calls of securities available for sale	238,433	397,078
Sales of securities available for sale	226,295	483,033
Purchases of securities available for sale	(497,921)	(367,003)
Proceeds from sales/securitizations of loans	110,128	92,974
Net loan originations, excluding sales	(623,960)	(394,355)
Proceeds from sale of premises and equipment	13,251	533
Purchases of premises and equipment	(21,123)	(16,612)
Proceeds from sales of other real estate	2,412	1,892
Net cash paid related to sale of Florida operations	(1,289,917)	--
NET CASH (USED FOR) PROVIDED BY INVESTING ACTIVITIES	(1,849,678)	198,113
FINANCING ACTIVITIES		
Increase (decrease) in total deposits	853,834	(647,339)
(Decrease) increase in short-term borrowings	(152,676)	712,592
Maturity of long-term debt	--	(4,000)
Proceeds from issuance of medium-term notes	675,000	300,000
Payment of medium-term notes	(500,000)	(675,000)
Dividends paid on common stock	(40,201)	(50,173)
Repurchases of common stock	(28,110)	--
Net proceeds from issuance of common stock	3,868	1,103
NET CASH PROVIDED BY (USED FOR) FINANCING ACTIVITIES	811,715	(362,817)
CHANGE IN CASH AND CASH EQUIVALENTS	(507,211)	(293,336)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	1,221,641	1,455,883
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 714,430	$ 1,162,547

</TABLE>

See notes to unaudited consolidated financial statements.

NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - BASIS OF PRESENTATION

The accompanying unaudited consolidated financial statements reflect all adjustments consisting of normal recurring accruals, which are, in the opinion of management, necessary for a fair presentation of the consolidated financial position, the results of operations, and cash flows for the periods presented. These unaudited consolidated financial statements have been prepared according to the rules and regulations of the Securities and Exchange Commission and, therefore, certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been omitted. The Notes to the Consolidated Financial Statements appearing in Huntington Bancshares Incorporated's (Huntington) 2001 Annual Report on Form 10-K (2001 Annual Report), which include descriptions of significant accounting policies, should be read in conjunction with these interim financial statements.

Certain amounts in the prior year's financial statements have been reclassified to conform to the 2002 presentation. These reclassifications had no effect on net income.

NOTE 2 - EARNINGS PER SHARE

Basic earnings per share is the amount of earnings for the period available to each share of common stock outstanding during the reporting period. Diluted earnings per share is the amount of earnings available to each share of common stock outstanding during the reporting period adjusted for the potential issuance of common shares for stock options. The calculation of basic and diluted earnings per share for each of the periods ended March 31, is as follows:

<TABLE>
<CAPTION>

(in thousands, except per share amounts)	THREE MONTHS ENDED MARCH 31, 2002	2001
<S>	<C>	<C>

Net Income	$ 97,727	$ 67,866
Average common shares outstanding	250,749	250,943
Dilutive effect of stock options	1,204	567
Diluted common shares outstanding	251,953	251,510
Earnings per share		
Basic	$ 0.39	$ 0.27
Diluted	$ 0.39	$ 0.27

</TABLE>

Approximately 5.6 million and 6.9 million stock options were outstanding at the end of each respective period but were not included in the computation of diluted earnings per share because the options' exercise price was greater than the average market price of the common shares for the period and, therefore, the effect would be antidilutive.

NOTE 3 - INTANGIBLE ASSETS

In June 2001, the Financial Accounting Standards Board issued SFAS No. 141, Business Combinations, and No. 142, Goodwill and Other Intangible Assets, effective for fiscal years beginning after December 15, 2001. Under the new rules, goodwill is no longer amortized but is subject to annual impairment tests in accordance with the Statements. Other intangible assets continue to be amortized over their useful lives. At March 31, 2002 and 2001, Huntington had $209.9 million and $745.0 million in goodwill and other intangible

assets, respectively. The following table reflects the activity in goodwill and other intangible assets for the three months ended March 31:

<TABLE>
<CAPTION>

(in thousands of dollars)	2002	2001
<S>	<C>	<C>
Balance, beginning of period	$ 716,054	$ 755,270
Additions	168	329
Sale of Florida operations	(504,904)	--
Amortization	(1,376)	(10,576)
BALANCE, END OF PERIOD	$ 209,942	$ 745,023

</TABLE>

Huntington applied the new rules on accounting for goodwill and other intangible assets beginning in the first quarter of 2002. Prior to the sale of Huntington's operations in Florida, a majority of goodwill and other intangible assets related to those operations. The application of the non-amortization provisions of SFAS No. 142 resulted in an increase in net income per share of $.03 for the first quarter 2002. Had no amortization of goodwill, net of tax, been recorded in the prior year, net income and diluted earnings per share for the first quarter 2001 would have been $75.7 million and $0.30 per share, respectively. During 2002, Huntington will perform the first of the required impairment tests of the remaining goodwill as of January 1, 2002. Huntington's management does not expect the implementation of the impairment provisions of SFAS No. 142 to have a material impact on its results of operations or financial condition.

NOTE 4 - COMPREHENSIVE INCOME

Comprehensive Income includes net income as well as certain items that are reported directly within a separate component of stockholders' equity that are not considered part of net income. Currently, Huntington's only components of Other Comprehensive Income are the unrealized gains (losses) on securities available for sale and unrealized gains and losses on certain derivatives. The related before and after tax amounts are as follows:

<TABLE>
<CAPTION>

	THREE MONTHS ENDED MARCH 31,	
(in thousands of dollars)	2002	2001
<S>	<C>	<C>
Cumulative effect of change in accounting method for derivatives used in cash flow hedging relationships:		
Unrealized net losses	$ --	$(14,020)
Related tax benefit	--	4,907

Net	--	(9,113)
Unrealized holding (losses) gains on securities available for sale arising during the period:		
Unrealized net (losses) gains	(22,312)	42,525
Related tax benefit (expense)	7,809	(14,884)
Net	(14,503)	27,641
Unrealized holding (losses) gains on derivatives used in cash flow hedging relationships arising during the period:		
Unrealized net (losses) gains	(1,852)	4,805
Related tax benefit (expense)	648	(1,682)
Net	(1,204)	3,123
Less: Reclassification adjustment for net gains from sales of securities available for sale realized during the period:		
Realized net gains	457	2,078
Related tax expense	(160)	(726)
Net	297	1,352
Total Other Comprehensive (Loss) Income	$(16,004)	$ 20,299

</TABLE>

Activity in Accumulated Other Comprehensive Income for the three months ended March 31, 2002 and 2001 was as follows:

<TABLE>
<CAPTION>

(in thousands of dollars)	UNREALIZED GAINS (LOSSES) ON SECURITIES AVAILABLE FOR SALE	UNREALIZED GAINS (LOSSES) ON DERIVATIVE INSTRUMENTS USED IN CASH FLOW HEDGING RELATIONSHIPS
<S>	<C>	<C>
Balance, December 31, 2000	(24,520)	--
Change in accounting method	--	(9,113)
Current-period change	26,289	3,123
Balance, March 31, 2001	$ 1,769	$(5,990)
Balance, December 31, 2001	29,469	(3,981)
Current-period change	(14,800)	(1,204)
Balance, March 31, 2002	$ 14,669	$(5,185)

</TABLE>

NOTE 5 - RESTRUCTURING AND SPECIAL CHARGES

During the first quarter of 2002, Huntington recorded pre-tax restructuring and special charges of $56.2 million related to the implementation of strategic initiatives announced July 2001. These charges included expenses of $32.7 million related to the sale of the Florida operations, $8.0 million for asset impairment, $4.3 million for the exit of certain e-commerce activities, $1.8 million related to facilities, and $9.4 million for other non-recurring costs. These charges amounted to $36.5 million, or $0.14 per share, on an after-tax basis and are reflected in non-interest expense in the accompanying unaudited consolidated financial statements.

Combined with the amounts recorded in 2001, these pre-tax charges totaled $233.1 million ($151.5 million after-tax, or $0.60 per share), and consisted of $71.7 million related to credit quality, $45.3 million for asset impairment, $34.7 million for the costs related to sell the Florida operations, $20.1 million for the exit or curtailment of certain e-commerce activities, $15.6 million related to owned or leased facilities that Huntington has vacated or intends to vacate, and $45.7 million related to reduction of ATMs, employee severance, non-recurring legal, accounting, consulting, and other operational costs.

NOTE 6 - SALE OF FLORIDA OPERATIONS

On February 15, 2002, Huntington completed the sale of its Florida operations to SunTrust Banks, Inc. Included in the sale were $4.8 billion of deposits and other liabilities and $2.8 billion of loans and other assets. Huntington received a deposit premium of 15%, or $711.9 million. The total net pre-tax gain from the sale was $175.3 million and is reflected in non-interest income. The after-tax gain was $56.8 million, or $0.22 per share. Income taxes related to this transaction were $118.6 million. Most of the goodwill relating to the Florida operations was non-deductible for tax purposes. Pro forma financial information reflecting the effect of the sale is presented and described below. Since the transaction was completed during the quarter, no pro forma balance sheet is presented.

The following unaudited pro forma consolidated income statement is presented for the quarter ended March 31, 2002, giving effect to the sale as if it had occurred on January 1, 2002, and does not include the net gain realized on the sale of Huntington's Florida operations or any related special charges. These pro forma financial statements do not include any assumptions as to future share repurchases pursuant to the previously announced share repurchase program that commenced following the sale.

The pro forma consolidated income statement may not be indicative of the results of operations that would have actually occurred had the transaction been consummated during the period indicated. This pro forma financial information is also not intended to be an indication of the results of operations that may be attained in

the future. These pro forma consolidated financial statements should be read in conjunction with Huntington's historical financial statements.

UNAUDITED PRO FORMA CONSOLIDATED INCOME STATEMENT
FOR THE QUARTER ENDED MARCH 31, 2002

<TABLE>
<CAPTION>

(in thousands of dollars)	Huntington	Florida Operations	Related Transactions	Huntington Pro Forma
<S>	<C>	<C>	<C>	<C>
Net interest income	$242,825	$ (9,724)	$ --	$233,101
Provision for loan losses	55,781	(5,186)	--	50,595
NET INTEREST INCOME AFTER PROVISION FOR LOAN LOSSES	187,044	(4,538)	--	182,506
Non-interest income	301,428	(10,633)	(175,344)	115,451
Non-interest expense	263,570	(18,335)	(32,728)	212,507
INCOME BEFORE INCOME TAXES	224,902	3,164	(142,616)	85,450
Income taxes	127,175	1,107	(107,098)	21,184
NET INCOME	$ 97,727	$ 2,057	$ (35,518)	$ 64,266
NET INCOME PER COMMON SHARE -- DILUTED	$ 0.39	$ 0.01	($ 0.14)	$ 0.26
OPERATING NET INCOME (1)	$ 77,456	$ 2,057		$ 79,513
OPERATING NET INCOME PER COMMON SHARE -- DILUTED (1)	$ 0.31	$ 0.01		$ 0.32

</TABLE>

(1) Excludes after-tax gain on sale of the Florida operations and restructuring and special charges.

The column entitled Florida Operations includes all direct revenue and expenses for Florida from January 1, 2002 through February 15, 2002, and any indirect revenue and expenses that ceased with the sale, including $1.1 million of amortization expense on intangible assets related to Florida. In addition, net interest income in that column includes a funding credit of $5.3 million related to the $2.0 billion of funding that Florida provided to Huntington and the $1.9 million of interest that would have been earned on the $711.9 million deposit premium. Both the funding credit and the assumed interest earned on the deposit premium are based on the average one-year LIBOR rate for the first quarter of 2002 of 2.15%. The column entitled Related Transactions reflects the $175.3 million net gain on the sale of the Florida operations, $32.7 million of the $56.2 million special charges recorded in the first quarter of 2002 that related to the sale of Florida, and the applicable income taxes. After excluding the remaining restructuring and special charges, net of taxes, the earnings per share were $0.32 for the first quarter of 2002.

NOTE 7 - SEGMENT REPORTING

Huntington views its operations as four distinct segments. Regional Banking, Dealer Sales, and the Private Financial Group (PFG) are Huntington's major business lines. The fourth segment includes Huntington's Treasury function and other unallocated assets, liabilities, revenue, and expense. Line of business results are determined based upon Huntington's business profitability reporting system, which assigns balance sheet and income statement items to each of the business segments. The process is designed around Huntington's organizational and management structure and accordingly, the results below are not necessarily comparable with similar information published by other financial institutions. In the first quarter of 2002, changes were made to the methodologies utilized for certain balance sheet and income statement allocations performed by Huntington's business profitability reporting system. The prior quarters have not been restated for these changes.

The chief decision-makers for Huntington rely on "operating earnings", which are results of operations excluding the net gain from the sale of the Florida operations and restructuring and special charges, for review of performance and for critical decision making purposes. See note 5 to the unaudited consolidated financial

statements for further discussions regarding restructuring and special charges and note 6 for the net gain on sale of Huntington's Florida operations. Net interest income is presented on a fully tax equivalent (FTE) basis using a 35% tax rate.

The following provides a brief description of the four operating segments of Huntington:

REGIONAL BANKING: provides products and services to retail, business banking, and corporate customers. This segment's products include home equity loans, first mortgage loans, installment loans, business loans, personal and business deposit products, as well as investment and insurance services. These products and services are offered through Huntington's traditional banking network, Direct Bank, and Web Bank. Regional Banking also represents the middle-market and large corporate banking relationships which use a variety of banking products and services including, but not limited to, commercial loans, international trade, and cash management. Huntington's capital markets division also provides alternative financing solutions for larger business clients, including privately placed debt, syndicated commercial lending, and the sale of interest rate protection products.

DEALER SALES: product offerings pertain to the automobile lending sector and include indirect consumer loans and leases, as well as floor plan financing. The consumer loans and leases comprise the vast majority of the business and involve the financing of vehicles purchased or leased by individuals through dealerships.

PRIVATE FINANCIAL GROUP: this segment's array of products and services are designed to meet the needs of Huntington's higher wealth customers. Revenue is derived through the sale of personal trust, asset management, investment advisory, brokerage, insurance, and deposit and loan products and services.

TREASURY / OTHER: this segment absorbs unassigned assets, liabilities, equity, revenue, and expense that cannot be directly assigned or allocated to one of Huntington's lines of business. Furthermore, Huntington uses a match-funded transfer pricing system to allocate interest income and interest expense to its business segments. This approach consolidates the interest rate risk management of Huntington into its Treasury Group. As part of its overall interest rate risk and liquidity management strategy, the Treasury Group administers an investment portfolio of approximately $2.9 billion. Revenue and expense associated with these activities remain within the Treasury Group. Additionally, the net gain from the 2002 sale of Huntington's Florida operations, the restructuring and special charges, and amortization expense of intangible assets are also components of Treasury/Other.

Listed below is certain reported financial information reconciled to Huntington's first quarter 2002 and 2001 operating results by line of business.

<TABLE>
<CAPTION>

INCOME STATEMENTS (in thousands of dollars)	Regional Banking	Dealer Sales	PFG	Treasury/ Other	Huntington Consolidated
<S>	<C>	<C>	<C>	<C>	<C>
2002					
Net interest income (FTE)	$159,638	$53,070	$ 7,635	$ 23,651	$ 243,994
Provision for loan losses	28,969	26,812	--	--	55,781
Non-Interest income	89,537	2,640	23,566	185,685	

	Regional Banking	Dealer Sales	PFG	Treasury/Other	Huntington Consolidated
					301,428
Non-Interest expense	160,281	18,222	17,409	67,658	263,570
Income taxes/FTE adjustment	20,974	3,737	4,827	98,806	128,344
	--------	-------	-------	---------	---------
Net income, as reported	38,951	6,939	8,965	42,872	97,727
Gain on sale of Florida operations, net of tax	--	--	--	56,790	56,790
Restructuring and special charges, net of tax	--	--	--	(36,519)	(36,519)
	--------	-------	-------	---------	---------
Operating earnings	$ 38,951	$ 6,939	$ 8,965	$ 22,601	$ 77,456
	========	=======	=======	=========	=========

</TABLE>

<TABLE>
<CAPTION>

INCOME STATEMENTS (in thousands of dollars)	Regional Banking	Dealer Sales	PFG	Treasury/ Other	Huntington Consolidated
	--------	-------	-------	---------	------------
<S>	<C>	<C>	<C>	<C>	<C>
2001					
Net interest income (FTE)	$201,438	$54,356	$ 9,556	$(20,224)	$245,126
Provision for loan losses	17,369	16,095	--	--	33,464
Non-Interest income	79,602	11,273	23,520	3,329	117,724
Non-Interest expense	174,952	13,660	26,665	18,813	234,090
Income taxes/FTE adjustment	31,052	12,556	2,244	(18,422)	27,430
	--------	-------	-------	--------	--------
Net income, as reported	57,667	23,318	4,167	(17,286)	67,866
Restructuring and special charges, net of tax	--	--	--	--	--
	--------	-------	-------	--------	--------
Operating earnings	$ 57,667	$23,318	$ 4,167	$(17,286)	$ 67,866
	========	=======	=======	========	========

</TABLE>

<TABLE>
<CAPTION>

BALANCE SHEETS	AVERAGE ASSETS		AVERAGE DEPOSITS	
(in millions of dollars)	2002	2001	2002	2001
<S>	<C>	<C>	<C>	<C>
Regional Banking	$13,972	$14,263	$16,752	$18,027
Dealer Sales	7,916	7,037	57	82
PFG	903	718	731	637
Treasury / Other	3,753	6,221	385	321
	-------	-------	-------	-------
Total	$26,544	$28,239	$17,925	$19,067
	=======	=======	=======	=======

</TABLE>

FINANCIAL REVIEW

LOAN PORTFOLIO COMPOSITION

<TABLE>
<CAPTION>

	MARCH 31, 2002	DECEMBER 31, 2001	MARCH 31, 2001

(in thousands of dollars)	BALANCE	%	BALANCE	%	BALANCE	%
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Commercial (unearned income $5,662, $2,859, and $1,343)	$ 5,681,788	29.4	$ 6,439,372	29.8	$ 6,729,992	32.2
Commercial real estate	3,645,114	18.8	3,975,562	18.4	3,599,262	17.2
Total Commercial and Commercial Real Estate	9,326,902	48.2	10,414,934	48.2	10,329,254	49.5
Consumer						
Auto leases - Indirect (unearned income $471,421, $500,430 and $520,569)	3,126,101	16.2	3,207,514	14.8	3,175,981	15.2
Auto loans - Indirect (unearned income $12, $19, and $28)	2,561,936	13.2	2,883,279	13.3	2,511,652	12.0
Home equity lines	2,189,649	11.3	2,535,885	11.7	2,223,647	10.7
Residential mortgage	1,075,141	5.6	970,704	4.5	959,852	4.6
Other loans (unearned income $16, $24, and $36)	1,059,218	5.5	1,589,557	7.4	1,670,262	8.0
Total Consumer	10,012,045	51.8	11,186,939	51.8	10,541,394	50.5
TOTAL LOANS	$19,338,947	100.0	$21,601,873	100.0	$20,870,648	100.0

</TABLE>

DEPOSIT COMPOSITION

<TABLE>
<CAPTION>

	MARCH 31, 2002		DECEMBER 31, 2001		MARCH 31, 2001	
(in thousands of dollars)	BALANCE	%	BALANCE	%	BALANCE	%
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Demand deposits						
Non-interest bearing	$ 2,857,233	17.6	$ 3,635,173	18.0	$ 3,256,604	17.0
Interest bearing	4,747,283	29.2	5,723,160	28.4	4,688,109	24.5
Savings deposits	2,895,445	17.8	3,466,305	17.2	3,607,404	18.9
Other domestic time deposits	4,179,814	25.7	5,868,451	29.1	5,897,999	30.8
TOTAL CORE DEPOSITS (1)	14,679,775	90.3	18,693,089	92.7	17,450,116	91.2
Domestic time deposits of $100,000 or more	895,427	5.5	1,130,563	5.6	1,350,813	7.1
Brokered time deposits and negotiable CDs	451,173	2.8	137,915	0.7	136,147	0.7
Foreign time deposits	240,410	1.4	225,737	1.0	193,081	1.0
TOTAL DEPOSITS	$16,266,785	100.0	$20,187,304	100.0	$19,130,157	100.0

</TABLE>

(1) Core deposits include non-interest bearing and interest bearing demand deposits, savings deposits, CDs under $100,000, and IRA deposits.

FINANCIAL REVIEW

ANALYSIS OF NON-INTEREST INCOME

<TABLE>
<CAPTION>

(in thousands of dollars)	THREE MONTHS ENDED MARCH 31, 2002	2001	PERCENT CHANGE
<S>	<C>	<C>	<C>
Service charges on deposit accounts	$ 38,530	$ 38,907	(1.0)%
Mortgage banking	19,565	10,031	95.0
Brokerage and insurance	18,792	18,768	0.1
Trust services	15,501	14,314	8.3
Bank Owned Life Insurance income	11,676	9,560	22.1
Other service charges and fees	10,632	11,098	(4.2)
Other	10,931	12,968	(15.7)
TOTAL NON-INTEREST INCOME BEFORE GAIN ON SALE OF FLORIDA OPERATIONS AND SECURITIES GAINS	125,627	115,646	8.6
Gain on sale of Florida operations	175,344	--	N.M.
Securities gains	457	2,078	(78.0)
TOTAL NON-INTEREST INCOME	$301,428	$117,724	156.0%

</TABLE>

ANALYSIS OF NON-INTEREST EXPENSE

<TABLE>
<CAPTION>

(in thousands of dollars)	THREE MONTHS ENDED MARCH 31, 2002	2001	PERCENT CHANGE
<S>	<C>	<C>	<C>
Personnel costs	$114,285	$117,662	(2.9)%
Outside data processing and other services	18,439	16,654	10.7
Net occupancy	17,239	19,780	(12.9)
Equipment	16,949	19,972	(15.1)
Marketing	7,003	9,939	(29.5)
Telecommunications	6,018	7,125	(15.5)
Professional services	5,401	4,969	8.7
Printing and supplies	3,837	5,059	(24.2)
Franchise and other taxes	2,328	2,120	9.8
Amortization of intangible assets	1,376	10,576	(87.0)
Other	14,511	20,234	(28.3)
TOTAL NON-INTEREST EXPENSE BEFORE SPECIAL CHARGES	207,386	234,090	(11.4)
Special charges	56,184	--	N.M.
TOTAL NON-INTEREST EXPENSE	$263,570	$234,090	12.6%

</TABLE>

N.M. - Not Meaningful.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

INTRODUCTION

Huntington is a multi-state financial holding company headquartered in Columbus, Ohio. Its subsidiaries are engaged in full-service commercial and consumer banking, mortgage banking, lease financing, trust services, discount brokerage services, underwriting credit life and disability insurance, issuing commercial paper guaranteed by Huntington, and selling other insurance and financial products and services. Huntington's subsidiaries operate domestically in offices located in Ohio, Michigan, Florida, West Virginia, Indiana, and Kentucky. Huntington has a foreign office in each of the Cayman Islands and Hong Kong.

FORWARD-LOOKING STATEMENTS

This interim report, including Management's Discussion and Analysis of Financial Condition and Results of Operations, contains forward-looking statements about Huntington. These include descriptions of products or services, plans, or objectives of its management for future operations, and forecasts of its revenues, earnings, or other measures of economic performance. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts.

By their nature, forward-looking statements are subject to numerous assumptions, risks, and uncertainties. A number of factors, including but not limited to, those set forth under the heading "Business Risks" included in Item 1 of Huntington's 2001 Annual Report and other factors described from time to time in Huntington's other filings with the Securities and Exchange Commission, could cause actual conditions, events, or results to differ significantly from those described in the forward-looking statements.

The management of Huntington encourages readers of this interim report on Form 10-Q to understand forward-looking statements to be strategic objectives rather than absolute targets of future performance. Forward-looking statements speak only as of the date they are made. Huntington does not update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made or to reflect the occurrence of unanticipated events.

The following discussion and analysis, the purpose of which is to provide investors and others with information that Huntington's management believes to be necessary for an understanding of its financial condition, changes in financial condition, and results of operations, should be read in conjunction with the financial statements, notes, and other information contained in this document.

SIGNIFICANT ACCOUNTING POLICIES

Note 1 to Huntington's consolidated financial statements included in the 2001 Annual Report lists significant accounting policies used in the development and presentation of its financial statements. This discussion and analysis, the significant accounting policies, and other financial statement disclosures identify and address key variables and other qualitative and quantitative factors that are necessary for an understanding and evaluation of Huntington and its results of operations.

SALE OF FLORIDA OPERATIONS

On February 15, 2002, Huntington completed the sale of its Florida operations to SunTrust Banks, Inc. These operations included 143 banking offices and 456 ATMs with approximately $2.8 billion in loans and other tangible assets, and $4.8 billion in deposits and other liabilities. Huntington received a 15% premium on the deposits sold, resulting in a net pre-tax gain of $175.3 million ($56.8 million after-tax, or $0.22 per share). The transaction slightly improved Huntington's earnings sensitivity to rising interest rates. In addition, the net interest margin, tangible equity to assets, and efficiency ratios were and will be favorably impacted in the future. The dollar value of NPAs was reduced but the NPA ratios increased with the sale. See note 6 to Huntington's unaudited consolidated financial statements regarding the sale of the Florida operations.

ACQUISITION OF HABERER INVESTMENT ADVISOR, INC.

On April 1, 2002, Huntington closed the acquisition of Haberer Investment Advisor, Inc. (Haberer), a Cincinnati-based registered investment advisory firm. Haberer has approximately $500 million in assets under management and will become part of Huntington's Private Financial Group line of business as a wholly-owned subsidiary of Huntington.

STRATEGIC REFOCUSING AND OTHER RESTRUCTURING

During the first quarter 2002, Huntington implemented its strategic refocusing plan announced last July. This plan included the sale of Huntington's Florida operations, which closed in February 2002 as discussed above, the consolidation of numerous non-Florida branch offices, as well as credit-related and other actions to strengthen Huntington's balance sheet. These initiatives were designed to attain more positive revenue and earnings for shareholders and to improve capital efficiency. Huntington recorded $56.2 million of pre-tax restructuring and special charges during the first quarter of 2002 ($36.5 million after-tax, or $0.14 per share) related to its strategic refocusing plan. Combined with the amounts recorded in 2001, these pre-tax charges totaled $233.1 million ($151.5 million after-tax, or $0.60 per share), and consisted of $71.7 million related to credit quality, $45.3 million for asset impairment, $34.7 million for the costs related to the sale of the Florida operations, $20.1 million for the exit or curtailment of certain e-commerce activities, $15.6 million related to owned or leased facilities that Huntington has vacated or intends to vacate, and $45.7 million related to reduction of ATMs, employee severance, non-recurring legal, accounting, consulting, and other operational costs.

OFF BALANCE SHEET ARRANGEMENTS

Like other financial organizations, Huntington uses various commitments in its ordinary course of business that, under accounting principles generally accepted in the United States (GAAP), are not recorded in its financial statements. Huntington makes various commitments to extend credit to customers and to sell loans, and has obligations under operating-type noncancelable leases for its facilities.

SPECIAL PURPOSE ENTITIES (SPEs)

Huntington utilized two securitization trusts, or SPEs, in 2000 as funding sources. In the securitization transactions, loans that Huntington originated were sold to these trusts in exchange for funding collateralized by these loans. Under GAAP, these trusts are not consolidated in Huntington's financial statements. As such, the loans originated by Huntington and the funding it obtained are not included on the balance sheets.

DERIVATIVES

Huntington uses a variety of derivatives, principally interest rate swaps, in its asset and liability management activities to protect against the risk of adverse interest rate movements on either cash flows or market value of certain assets and liabilities. This, along with other information regarding derivatives, is discussed under the "Interest Rate Risk Management" section of this report and also in the notes to Huntington's unaudited consolidated financial statements.

RELATED PARTY TRANSACTIONS

Various directors and executive officers of Huntington are customers of The Huntington National Bank, Huntington's bank subsidiary, and other affiliates and had transactions with these affiliates in the ordinary course of business. Directors and executive officers of Huntington may also be affiliated with entities that are customers of Huntington and its affiliates, which enter into transactions with these affiliates in the ordinary course of business. A summary of the indebtedness of management can be found in note 4 to Huntington's 2001 Annual Report. All other related party transactions, including those reported in Huntington's 2002 Proxy Statement, were considered immaterial to its financial condition and results of operations.

OVERVIEW

Huntington reported net income of $97.7 million, or $0.39 per common share, for the first quarter of 2002. This compares with $67.9 million, or $0.27 per common share, for the same period a year ago. Return on average common equity (ROE) for the comparable periods was 16.72% and 11.53%, while return on average assets (ROA) was 1.49% and 0.97%.

"Operating earnings" for the first quarter of 2002 exclude the $175.3 million net pre-tax gain on the sale of the Florida operations and the $56.2 million pre-tax restructuring and special charges related to the strategic refocusing plan discussed above. Operating earnings were $77.5 million, or $0.31 per common share, in the first three months of 2002, versus $67.9 million, or $0.27 per common share in the first quarter of last year. On this same basis, ROE was 13.26% for the recent three months, compared with 11.53% for the same period a year ago. ROA was 1.18% and 0.97% for the same respective periods.

In addition to the net gain on the sale of the Florida operations and the restructuring and special charges, the first quarter 2002 results included the Florida operations for only one-half of the quarter. Comparison of the first quarter 2002 to other period's results is better understood when these items are excluded. Comments below are on this basis except where indicated. The following table reconciles Huntington's reported results with its operating earnings and results excluding the operations in Florida for the first quarter of 2002 and 2001:

FOR THE THREE MONTHS ENDED MARCH 31, 2002

<TABLE>
<CAPTION>

- --

Gain on Sale
of Florida
Operating
Operations/
Earnings
Restructuring
Excluding

(in thousands, except per share amounts)	Reported Earnings	and Special Charges	Operating Earnings	Florida Operations	Florida Operations
Net interest income	$242,825		$242,825	$ 9,724	$233,101
Provision for loan losses	55,781		55,781	5,186	50,595
Securities gains	457		457	--	457
Non-interest income	300,971	$175,344	125,627	10,633	114,994
Non-interest expense	263,570	56,184	207,386	18,335	189,051
Pre-tax income	224,902	119,160	105,742	(3,164)	108,906
Income taxes	127,175	98,889	28,286	(1,107)	29,393
NET INCOME	$ 97,727	$ 20,271	$ 77,456	$ (2,057)	$ 79,513
NET INCOME PER COMMON SHARE -- DILUTED	$ 0.39	$ 0.08	$ 0.31	($ 0.01)	$ 0.32

</TABLE>

FOR THE THREE MONTHS ENDED MARCH 31, 2001

<TABLE>
<CAPTION>

(in thousands, except per share amounts)	Reported Earnings	Restructuring and Special Charges	Operating Earnings	Florida Operations	Operating Earnings Excluding Florida Operations
Net interest income	$243,124	$ --	$243,124	$ 24,606	$218,518
Provision for loan losses	33,464	--	33,464	3,755	29,709
Securities gains	2,078	--	2,078		2,078
Non-interest income	115,646	--	115,646	19,073	96,573
Non-interest expense	234,090	--	234,090	40,273	193,817
Pre-tax income	93,294	--	93,294	(349)	93,643
Income taxes	25,428	--	25,428	965	24,463
NET INCOME	$ 67,866	$ --	$ 67,866	$ (1,314)	$ 69,180
NET INCOME PER COMMON SHARE -- DILUTED	$ 0.27	$ 0.00	$ 0.27	($ 0.01)	$ 0.28

</TABLE>

Total assets declined to $24.7 billion from $28.5 billion at December 31, 2001, reflecting the impact of the sale of loans and other assets in Florida. Excluding Florida, managed loans grew at an annualized rate of 5% during the quarter, which helped offset the impact from the sale. Home equity lines of credit and residential real estate loans showed robust growth of 13% and 70%, respectively, during the quarter largely the result of the refinancing boom that occurred in the latter portion of 2001 that continued into the first quarter of 2002. Huntington's focus on origination of adjustable-rate mortgages produced $600 million in new loans recorded since September of 2001 and another $175 million that are in the pipeline. The growth in home equity lines of credit has been favorably impacted by the lower interest rate environment and has increased as a result of successful cross-selling to meet the needs of mortgage loan and other customers. Commercial real estate loans increased 16% on an annualized basis during the first quarter of 2002, primarily in construction loans.

Commercial loans, auto loans and leases, and installment loans all showed declining growth rates for the quarter as a result of the weakened economic conditions. Commercial loans declined 6%, auto loans and leases were down 1%, and installment loans were lower by 17% on an annualized basis for the quarter. Auto loan and lease origination volume was down for the first quarter of 2002 to $699 million from $759 million in the fourth quarter of 2001.

Core deposits, which are comprised of non-interest bearing and interest bearing deposits, savings accounts, certificates of deposit under $100,000, and IRAs, were $14.7 billion versus $19.8 billion at the end of 2001. Excluding the impact of the sale of the Florida deposits, core deposits increased at an annual rate of 6% during the quarter. This increase is the result of continued emphasis on attracting more retail deposits through Huntington's

sales management process and marks the third consecutive quarter of deposit growth. This broad-based growth helped to fund the sale of the Florida operations, as a lower level of wholesale funding was required to balance the transaction.

RESULTS OF OPERATIONS

NET INTEREST INCOME

Net interest income was $242.8 million for the three months ended March 31, 2002, down from $255.2 million for the fourth quarter of 2001 and nearly flat compared to $243.1 million in the same period a year earlier. Excluding the contribution from the Florida operations, net interest income was $233.1 million, versus $236.6 million and $218.5 million for the same respective periods. The net interest margin increased 21 basis points from a year ago to 4.14% for the first quarter of 2002, and was up 3 basis points from the fourth quarter of 2001. The net interest margin, excluding Florida, increased 23 basis points from 3.98% a year ago to 4.21% for the first quarter of 2002, but was down 6 basis points from the fourth quarter of 2001. This margin compression during the recent quarter was driven primarily by the reduction in benefit derived from the lag in repricing related to Huntington's $2 billion variable rate home equity lines of credit. The margin expansion over the recent five quarters is the result of a richer asset mix, primarily through the sale of lower-margin earning assets. Huntington's net interest margin analysis and average balance sheets for the recent five quarters can be found on pages 29 and 30 of this report.

Huntington regularly enters into various types of derivative financial instruments, primarily interest rate swaps, to manage its exposure to changes in interest rates. The cash flows generated by derivative instruments used to manage risk associated with earning assets and interest bearing liabilities are recorded along with the interest from the hedged item and consequently impact the yields on those assets and liabilities. The impact of these derivatives increased the net interest margin by 12 basis points for the first quarter of 2002 and lowered it by 4 basis points for the same period in 2001. Huntington's interest rate risk position as well as the implementation of a new accounting standard regarding derivatives is discussed further in the "Interest Rate Risk Management" section of this report.

PROVISION AND ALLOWANCE FOR LOAN LOSSES

The provision for loan losses is the expense necessary to maintain the allowance for loan losses (ALL) at a level adequate to absorb management's estimate of inherent losses in the loan portfolio. The provision expense increased to $55.8 million for the quarter ended March 31, 2002, from $33.5 million in the year-ago quarter. This increase in expense represents increases in net charge-offs, which were 111 basis points for the current quarter, up from 55 basis points last year. Excluding the losses on the sub-prime automobile and truck and equipment lending businesses that Huntington exited last year for which reserves were established in the second quarter of 2001, net charge offs were 104 basis points for the current quarter compared to 55 basis points last year. Excluding losses related to the exited businesses and Florida, net charge offs were 100 basis points for the recent period compared to 57 basis points for the period last year. On this same basis, commercial net charge offs rose to 131 basis points for the first quarter 2002 compared with 41 basis points for the same period a year ago and consumer net charge offs were 110 basis points and 78 basis points for the same periods.

The ALL was $386.1 million at March 31, 2002, up from $301.8 million the end of the first quarter 2001. This represents 2.00% of total 2002 first quarter-end loans compared with 1.45% of total loans at the end of the same quarter last year. The ALL was $410.6 million at the end of 2001 and was reduced by $22.3 million related to $2.8 billion of loans sold in conjunction with the sale of Florida during the first quarter of 2002. Non-performing loans were covered by the ALL 1.8 times compared with 1.9 times at the end of 2001 and 2.7 times at the end of the first quarter last year. Additional information regarding the ALL and asset quality appears in the "Credit Risk" section.

Huntington allocates the ALL to each loan category based on an expected loss ratio determined by continuous assessment of credit quality based on portfolio risk characteristics and other relevant factors such as historical performance, internal controls, and impacts from mergers and acquisitions. For the commercial and industrial and commercial real estate credits, expected loss factors are assigned by credit grade at the individual loan level. The aggregation of these factors represents management's estimate of the inherent loss. The portion of the allowance allocated to the more homogeneous consumer loan segments is determined by developing expected loss ratios based on the risk characteristics of the various segments and giving consideration to existing economic conditions and trends.

Projected loss ratios incorporate factors such as trends in past due and non-accrual amounts, recent loan loss experience, current economic conditions, risk characteristics, and concentrations of various loan categories. Actual

loss ratios experienced in the future, however, could vary from those projected as a loan's performance is a function of not only economic factors but also other factors unique to each customer. The diversity in size of commercial and commercial real estate loans can be significant as well. The dollar exposure could significantly vary from estimated amounts due to diversity. To ensure adequacy to a higher degree of confidence, a portion of the ALL is considered unallocated. While amounts are allocated to various portfolio segments, the total ALL, excluding impairment reserves prescribed under provisions of Statement of Financial Accounting Standard No. 114, is available to absorb losses from any segment of the portfolio. Unallocated reserves are based on levels of criticized/classified assets, delinquencies in the accruing loan portfolios, and the level of non-performing loans. Total unallocated reserves were 12% at March 31, 2002, versus 11% one year ago.

Huntington's management believes consumer charge-offs may decline both seasonally and fundamentally in the second and third quarters, reflecting the higher quality auto loans and leases that have been booked in the last year and the decline in delinquencies in these portfolios in recent months. Charge-offs in the commercial portfolio are not expected to be significantly different than was experienced in the last two quarters.

NON-INTEREST INCOME

Non-interest income before gains from the sale of the Florida operations and investment securities, was $125.6 million in the first quarter of 2002, compared with $115.6 million for the same period last year. Excluding Florida, non-interest income was $115.0 million versus $96.6 million for the respective periods. The following table reflects non-interest income detail for the three months ended March 31, 2002 and 2001, excluding the Florida operations and the net gain from its sale:

NON-INTEREST INCOME

<TABLE>
<CAPTION>

(in thousands of dollars)	2002	2001
<S>	<C>	<C>
Service charges on deposit accounts	$ 34,282	$31,143
Mortgage banking	19,644	9,238
Trust services	15,096	13,670
Brokerage and insurance income	14,587	12,232
Bank Owned Life Insurance income	11,676	9,560
Other service charges and fees	9,118	8,415
Other	10,591	12,315
TOTAL NON-INTEREST INCOME BEFORE SECURITIES GAINS, EXCLUDING FLORIDA	114,994	96,573
Securities gains	457	2,078
TOTAL NON-INTEREST INCOME, EXCLUDING FLORIDA	$115,451	$98,651

</TABLE>

The remainder of the discussion within this "Non-interest Income" section addresses the information provided in the "Non-interest Income" table above. The increase in non-interest income was lead by mortgage banking revenue, which was up 113%. This increase was driven by deliveries of loans in the secondary market. Service charges on deposit accounts were higher by 10% from the same three-month period a year ago, primarily due to increased levels of corporate maintenance fees. Brokerage and insurance revenue was up 19% driven by strong growth in insurance and investment banking fees, particularly through annuity sales. In the first quarter of 2002, annuity sales outside of Florida were $129 million, which were 30% above last year's first quarter sales. Revenue from sales of Huntington's proprietary mutual funds helped drive trust income up 10%. Other service charges and fees increased 8% over the same period last year reflecting increased ATM and debit card fees. Other non-interest income declined over last year's first quarter due to lower revenue from sales of customer derivative products and lower income from securitization activity.

NON-INTEREST EXPENSE

Non-interest expense, on an operating basis, was $207.4 million in the first quarter of 2002, and $234.1 million in the same period last year. A discussion of Huntington's restructuring and special charges can be found in the beginning of Management's Discussion and Analysis and in the notes to the unaudited consolidated financial statements. Excluding Florida, non-interest expense was $189.1 million for the recent quarter, down 2.5% from $193.8 million in the year-ago quarter. The following table reflects non-interest expense detail for the three months ended March 31, 2002 and 2001, excluding the Florida operations and restructuring and special charges:

NON-INTEREST EXPENSE

<TABLE>
<CAPTION>

(in thousands of dollars)	2002	2001
<S>	<C>	<C>
Personnel costs	$104,320	$ 99,296
Outside data processing and other services	17,097	14,122
Equipment	15,582	17,503
Net occupancy	14,771	15,568
Marketing	7,174	8,832
Telecommunications	5,282	5,952
Professional services	5,242	4,793
Printing and supplies	3,519	4,098
Franchise and other taxes	2,326	2,116
Amortization of intangible assets	251	3,031
Other	13,487	18,506
TOTAL NON-INTEREST EXPENSE, EXCLUDING FLORIDA	$189,051	$193,817

</TABLE>

The remainder of the discussion within this "Non-interest Expense" section addresses the information provided in the "Non-interest Expense" table above. Higher personnel costs reflect increases in sales commissions consistent with the increases in fee income. Increases in processing expenses related to Huntington's loan and deposit products drove outside data processing and other services up $3 million. Occupancy and equipment costs decreased 8% for the first quarter of 2002 compared to the first quarter of 2001 due to lower depreciation and building maintenance. The $2.8 million reduction in amortization of intangible assets reflects the implementation of the new accounting standard, SFAS No. 142. Other non-interest expense for 2001 included a $4.2 million impairment loss related to PG&E commercial paper and $1.7 million in expenses incurred in conjunction with the installation of Customer Relationship Management software.

Huntington's efficiency ratio, which expresses expense as a percentage of revenue on a tax-equivalent basis, improved to 54.1% for the quarter ended March 31, 2002, from 60.2% for the same period in 2001.

INCOME TAXES

Huntington's provision for income taxes of $127.2 million for the first quarter of 2002 includes expense of $118.6 million related to the net pre-tax gain on the sale of the Florida operations and a benefit of $19.7 million related to the restructuring and special charges. Most of the goodwill relating to the Florida operations was non-deductible for tax purposes. Huntington's effective tax rate on operating earnings was 26.8% for the first three months of 2002 versus 27.3% for the same period in 2001.

INTEREST RATE RISK MANAGEMENT

Huntington seeks to achieve consistent growth in net interest income and net income while managing volatility arising from shifts in interest rates. The Board of Directors and Asset and Liability Management Committee (ALCO) oversees financial risk management by establishing broad policies and specific operating limits that govern a variety of financial risks inherent in Huntington's operations, including interest rate, liquidity, counterparty, settlement, and market risks. Market risk is the risk of loss arising from the adverse changes in the fair value of financial instruments due to changes in interest rates, exchange rates, and equity prices. Interest rate risk is Huntington's primary market risk and results from the timing differences in the repricing of assets and liabilities, changes in relationships between rate indices and the potential exercise of explicit or embedded options. ALCO regularly monitors Huntington's interest rate sensitivity position to ensure consistency with approved risk tolerances.

Interest rate risk management is a dynamic process, encompassing business flows onto the balance sheet, wholesale investment and funding, and the changing market and business environment. Effective management of interest rate risk begins with appropriately diversified investments and funding sources. To accomplish its overall balance sheet objectives, Huntington regularly accesses a variety of global markets--money, bond, futures, and options--as well as numerous trading exchanges. In addition, dealers in over-the-counter financial instruments provide availability of interest rate swaps as needed.

Measurement and monitoring of interest rate risk is an ongoing process. Two key elements used in this process are Huntington's income simulation model and its net present value model. The income simulation model estimates the amount that net interest income will change over a twelve to twenty-four month period given adverse changes in interest rates. The net present value model, or Economic Value of Equity (EVE), is used to discern levels of risk in Huntington's balance sheet that may not be determined in its income simulation model. These two models have limitations but complement each other and together these models portray the magnitude of exposure to interest rate risk. Assumptions used in these models are inherently uncertain, but management believes that these models provide a reasonably accurate estimate of Huntington's interest rate risk exposure.

The income simulation model used by Huntington incorporates a gradual change in the shape of the forward yield curve and captures all major assets, liabilities, and off-balance sheet financial instruments, accounting for significant variables that are believed to be affected by interest rates. These include prepayment speeds on mortgages and consumer installment loans, cash flows of loans and deposits, principal amortization on revolving credit instruments, and balance sheet growth assumptions. The model also captures embedded options, e.g. interest rate caps/floors or call options, and accounts for changes in rate relationships, as various rate indices lead or lag changes in market rates.

The forward yield curve at March 31, 2002 implied a 150 basis point increase in short-term interest rates by the end of March 2003. The results of Huntington's recent sensitivity analysis indicated that net interest income would be 0.8% lower during the next twelve months if interest rates were 100 basis points higher at the end of that period than implied by forward rates at March 31, 2002, or 250 basis points higher than current market rates. Net interest income was estimated to be 1.7% lower if rates were 200 basis points higher than the yield curve, or 350 basis points overall. Conversely, if rates were 100 and 200 basis points lower than the yield curve, net interest income would be 0.8% and 1.5% higher, respectively. The sale of the assets and liabilities in the Florida franchise increased the interest rate sensitivity of net interest income modestly, but the repositioning of the balance sheet in anticipation of the sale ensured that the resulting level remained below the management limit of 2%.

The EVE simulation model used by Huntington measures the level of risk in the balance sheet that might not have been accounted for in the income simulation model due to that model's limited time horizon. The EVE is defined as the discounted present value of asset cash flows and derivative cash flows, minus the discounted value of liability cash flows. The timing and variability of balance sheet cash flows are critical assumptions, along with assumptions regarding the speed of loan and security prepayments and the assumed behavior of zero-maturity deposits.

The sensitivity of the EVE to changes in interest rates is estimated by calculating the EVE under alternative interest rate scenarios. Unlike the analysis of net interest income at risk, which is based on assumed changes in interest rates over time, the EVE analysis is based on assumed immediate shifts in interest rates. In addition, the EVE analysis does not reflect assumed changes to the balance sheet that would arise from new business. These estimates reflect the characteristics of the balance sheet at March 31, 2002. At this date, an immediate increase of 100 basis points was estimated to reduce the EVE by 1.8%. A 200 basis point increase was estimated to reduce the EVE by 4.0%. The EVE was estimated to increase by 1.2% in response to a 100 basis point decrease in rates and decrease by 1.5% in response to a 200 basis point decrease.

CREDIT RISK

Huntington's exposure to credit risk is managed through the use of consistent underwriting standards that emphasize "in-market" lending while avoiding highly leveraged transactions as well as excessive industry and other concentrations. The credit administration function employs extensive risk management techniques, including forecasting, to ensure that loans adhere to corporate policy and problem loans are promptly identified. These procedures provide executive management with the information necessary to implement policy adjustments where necessary, and take corrective actions on a proactive basis.

Non-performing assets (NPAs) consist of loans that are no longer accruing interest, loans that have been renegotiated based upon financial difficulties of the borrower, and real estate acquired through foreclosure. Commercial and real estate loans are placed on non-accrual status and stop accruing interest when collection of principal or interest is in doubt or generally when the loan is 90 days past due. When interest accruals are suspended, accrued interest income is reversed with current year accruals charged to earnings and prior year amounts generally

charged off as a credit loss. Consumer loans are not placed on non-accrual status; rather they are charged off in accordance with regulatory statutes, which is generally no more than 120 days.

Total NPAs were $225.5 million at March 31, 2002, down slightly from $227.5 million at December 31, 2001. NPAs were $124.9 million at the end of March 2001. A majority of the increase over last year occurred in the manufacturing and service sectors. As of the same dates, NPAs as a percent of total loans and other real estate were 1.17%, 1.05%, and 0.60%. This ratio increased during the first quarter of 2002 as expected as a result of the sale of $6.5 million of NPAs included in the sale of the Florida operations. The rate of NPAs to total assets attributable to the Florida operations was lower than Huntington's. Management does not expect any significant changes in NPAs in the next two quarters but does feel that it is at or near the peak for this credit cycle.

Loans past due ninety days or more but continuing to accrue interest decreased to $61.7 million from $91.6 million at December 31, 2001, and from $102.7 million at March 31, 2001. This represented .32%, .42% and .49% of total loans, respectively.

CAPITAL

Capital is managed at each subsidiary based upon the respective risks and growth opportunities, as well as regulatory requirements. Huntington places significant emphasis on the maintenance of strong capital, which promotes investor confidence, provides access to the national markets under favorable terms, and enhances business growth and acquisition opportunities. Huntington also recognizes the importance of managing capital and continually strives to maintain an appropriate balance between capital adequacy and returns to shareholders.

Shareholders' equity at March 31, 2002 increased $17.5 million during the first quarter of 2002 from December 31, 2001, and $28.7 million from March 31, 2001. These increases were largely the result of earnings and reduced dividends, offset by higher stock held in treasury. Appreciation or depreciation in the unrealized fair value of the available-for-sale securities portfolio also impacted changes in shareholders' equity. Cash dividends declared were $0.16 a share in the first quarter of 2002, down from $0.20 a share for the same period in 2001.

Average shareholders' equity was relatively flat for the first quarter of 2002 when compared to the first and fourth quarter of 2001. Huntington's ratio of average equity to average assets in the recent quarter was 8.93% versus 8.46% a year ago. Tangible equity to assets, which excludes the unrealized losses on securities available for sale and intangible assets, was 9.03% and 6.01% at the end of March 2002 and 2001, respectively. The increase is the direct result of the sale of the Florida operations. Assuming Huntington continues its share repurchase program as discussed below, this ratio will decline. Huntington has indicated it intends to maintain a minimum tangible common equity ratio of 6.50%.

Risk-based capital guidelines established by the Federal Reserve Board set minimum capital requirements and require institutions to calculate risk-based capital ratios by assigning risk weightings to assets and off-balance sheet items, such as interest rate swaps, loan commitments, and securitizations. These guidelines further define "well-capitalized" levels for Tier 1, total capital, and leverage ratio purposes at 6%, 10%, and 5%, respectively. At the recent quarter-end, Huntington's Tier 1 risk-based capital ratio was 10.26%, total risk-based capital ratio was 13.40%, and the leverage ratio was 9.72%. Huntington's bank subsidiary also had regulatory capital ratios in excess of the levels established for well-capitalized institutions.

In February 2002, Huntington's Board of Directors authorized a new share repurchase program for up to 22 million shares and cancelled an earlier authorization. Repurchased shares will be reserved for reissue in connection with Huntington's dividend reinvestment and employee benefit plans as well as for acquisitions and other corporate purposes. Through the end of April 2002, Huntington repurchased approximately 4.4 million shares of its common stock through open market and privately negotiated transactions.

LINES OF BUSINESS

Below is a brief description of each line of business and a discussion of the business segment results. The financial information by line of business for the quarters ended March 31, 2002 and 2001 can be found in the notes to the unaudited consolidated financial statements. Regional Banking, Dealer Sales, and the Private Financial Group are Huntington's major business lines. During the first quarter of 2002, Huntington's management combined the internal reporting of Retail Banking and Corporate Banking into one segment, Regional Banking, reflecting the decentralized management structure in these businesses. The fourth

segment includes the impact of Huntington's Treasury function and other unallocated assets, liabilities, revenue, and expense. Line of business results are determined based upon Huntington's business profitability reporting system which assigns balance sheet and income statement items to each of the business segments. This process is designed around Huntington's organizational and management structure and, accordingly, the results are not necessarily comparable with similar information published by other financial institutions. In the first quarter of 2002, changes were made to the methodologies utilized for certain balance sheet and income statement allocations performed by Huntington's business profitability reporting system. The prior quarters have not been restated for these changes. Huntington's management reviews financial results on an operating basis, which excludes the impact of the net gain on the sale of its Florida operations and restructuring and special charges. Discussion regarding Huntington's lines of business performance also exclude operating results of its Florida operations for all periods presented.

The following table reconciles operating earnings by line of business to operating earnings, excluding Florida operations for the periods indicated. Refer to note 7 in the notes to the unaudited consolidated financial statements for a reconciliation of reported earnings to operating earnings by line of business.

FOR THE THREE MONTHS ENDED MARCH 31, 2002

INCOME STATEMENTS (in thousands of dollars)	Regional Banking	Dealer Sales	PFG	Treasury/ Other	Huntington Consolidated
Operating earnings	$38,951	$ 6,939	$ 8,965	$ 22,601	$ 77,456
Florida operations net income (loss)	762	794	(23)	(3,590)	(2,057)
Operating earnings, excluding Florida operations	$38,189	$ 6,145	$ 8,988	$ 26,191	$ 79,513

FOR THE THREE MONTHS ENDED MARCH 31, 2001

INCOME STATEMENTS (in thousands of dollars)	Regional Banking	Dealer Sales	PFG	Treasury/ Other	Huntington Consolidated
Operating earnings	$57,667	$23,318	$ 4,167	$(17,286)	$ 67,866
Florida operations net income (loss)	5,570	1,384	794	(9,062)	(1,314)
Operating earnings, excluding Florida operations	$52,097	$21,934	$ 3,373	$ (8,224)	$ 69,180

REGIONAL BANKING

Regional Banking provides products and services to retail, business banking, and corporate customers. This segment's products include home equity loans, first mortgage loans, installment loans, business loans, personal and business deposit products, as well as investment and insurance services. These products and services are offered through Huntington's traditional banking network, Direct Bank, and Web Bank. Regional Banking also represents the middle-market and large corporate banking relationships which use a variety of banking products and services including, but not limited to, commercial loans, international trade, and cash management. Huntington's capital markets division also provides alternative financing solutions for larger business clients, including privately placed debt, syndicated commercial lending, and the sale of interest rate protection products.

Regional Banking's operating earnings, net of tax, was $38.2 million in the first quarter of 2002, compared with $52.1 million for the same period a year ago. The lower interest rate environment along with a 7% decline in loan fees offset by strong deposit growth in the recent quarter caused net interest income to decline 13%. This interest rate environment, however, helped to push non-interest income up 26% as mortgage banking income nearly doubled over the first quarter of last year. Deposit growth, particularly in demand deposits, helped to keep services charges steady when compared to levels for the same period a year earlier. The 20% growth in residential mortgage loans from the year-ago quarter, primarily from refinancing activity, continued to provide cross-selling opportunities resulting in significant growth in home equity loans and personal lines of credit (13%). Growth in commercial loans declined 4% over last year, while construction and commercial real estate loans showed a 13% increase. This loan growth helped offset the negative impact of lower interest rates. The provision expense, which covered charge-offs, was $24.4 million for the first quarter of 2002, compared with $14.5 million for the first quarter last year excluding losses related to the Florida operations. Net charge-offs for the first quarter of 2002 were 79 basis points versus 34 basis points in the first quarter of 2001. Non-interest expense increased due to higher commissions that were consistent with the increases in fee income. In addition, increases in outside services expense, equipment and occupancy expenses, marketing expense, and professional fees helped drive non-interest expenses up $7.3 million, or 5%.

This segment contributed 48% of Huntington's operating earnings, excluding results for the Florida operations, for the first quarter of 2002 and comprised 63% of its total loan portfolio and 99% of its core deposits.

DEALER SALES

Dealer Sales product offerings pertain to the automobile lending sector and include indirect consumer loans and leases, as well as floor plan financing. The consumer loans and leases comprise the vast majority of the business and involve the financing of vehicles purchased or leased by individuals through dealerships.

Operating earnings for this segment were $6.1 million for the three months ended March 31, 2002. This compares with $21.9 million in the first quarter of 2001. Net charge-offs in this segment's loan portfolios in the comparable periods were 165 basis points versus 103 basis points, which drove the provision for loan losses higher by $11.0 million. A 4% growth in auto lease and indirect lending portfolios along with slightly wider margins in the recent quarter over last year's first quarter helped to keep the net interest income steady. Non-interest income declined primarily due to lower revenue from securitization related activities. Non-interest expense increased due to the higher level of premium expense relating to policies covering auto lease residual values.

Dealer Sales contributed 8% of Huntington's operating earnings for the first three months of 2002, excluding results from the Florida operations, and comprised 32% of its outstanding loans.

PRIVATE FINANCIAL GROUP

PFG provides an array of products and services designed to meet the needs of Huntington's higher wealth customers. Revenue is derived through the sale of personal trust, asset management, investment advisory, brokerage, insurance, and deposit and loan products and services.

Operating earnings were $9.0 million for the first quarter of 2002, representing an increase of 228% from $3.4 million for the year-ago quarter. Net interest income was down $1.5 million in the recent quarter despite higher loan balances over the same period last year. The loan growth was particularly strong in personal credit lines and residential mortgage loans. Non-interest income was up $2.5 million largely from increases in fees from Huntington Funds. Non-interest expense declined $7.7 million as the first quarter of 2001 included the PG&E impairment loss related to activities in The Huntington National Bank's Money Market Mutual Fund.

This segment represented 11% of Huntington's quarterly operating earnings, excluding results of the Florida operations, and 4% of total loans.

TREASURY / OTHER

The Treasury/Other segment absorbs unassigned assets, liabilities, equity, revenue, and expense that cannot be directly assigned or allocated to one of

Huntington's lines of business. Furthermore, Huntington uses a match-funded transfer pricing system to allocate interest income and interest expense to its business segments. This approach consolidates the interest rate risk management of Huntington into its Treasury Group. As part of its overall interest rate risk and liquidity management strategy, the Treasury Group administers an investment portfolio of approximately $2.9 billion. Revenue and expense associated with these activities remain within the Treasury Group. Additionally, amortization expense of intangible assets is also a significant component of Treasury/Other.

This segment showed operating income of $26.2 million for the first quarter of 2002, compared with an operating loss of $8.2 million for the quarter ended March 31, 2001. The effects from a balance sheet repositioning and the widening of spreads favorably affected net interest income for the comparable three-month periods. Non-interest income increased $6.3 million, primarily due to the increase in Bank Owned Life Insurance income. Non-interest expense was down $9.0 million due in part to lower amortization of intangibles arising from the implementation of SFAS No. 142. This segment included the reconciling items to the statutory tax rate of 35% in Income taxes.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Quantitative and qualitative disclosures for the current period are found on page 20 of this report, which includes changes in market risk exposures from disclosures presented in Huntington's 2001 Annual Report.

FINANCIAL REVIEW

SECURITIES AVAILABLE FOR SALE - AMORTIZED COST & FAIR VALUES BY MATURITY AT MARCH 31, 2002 AND DECEMBER 31, 2001

<TABLE>
<CAPTION>

(in thousands of dollars)	MARCH 31, 2002		DECEMBER 31, 2001	
	AMORTIZED COST	FAIR VALUE	Amortized Cost	Fair Value
<S>	<C>	<C>	<C>	<C>
U.S. Treasury				
Under 1 year	$ 1,194	$ 1,299	$ 696	$ 711
1-5 years	33,386	33,452	31,399	31,563
6-10 years	4,451	4,565	6,420	6,833
Over 10 years	412	416	413	433
Total	39,443	39,732	38,928	39,540
Federal agencies				
Mortgage-backed securities				
1-5 years	52,313	52,463	77,975	77,734
6-10 years	95,406	97,004	99,049	100,954
Over 10 years	705,391	709,638	651,187	662,674
Total	853,110	859,105	828,211	841,362
Other agencies				
1-5 years	896,381	907,990	918,023	940,845
6-10 years	81,714	82,938	77,515	78,925
Over 10 years	427,868	432,190	414,485	421,407
Total	1,405,963	1,423,118	1,410,023	1,441,177
Total U.S. Treasury and Federal Agencies	2,298,516	2,321,955	2,277,162	2,322,079
Other				
Under 1 year	13,137	13,140	11,315	11,374
1-5 years	36,280	37,157	198,776	199,812
6-10 years	36,997	36,916	35,832	35,823
Over 10 years	238,320	236,797	176,524	174,715
Retained interest in securitizations	173,220	173,220		
Marketable equity securities	52,509	50,641	104,395	105,776
Total	550,463	547,871	526,842	527,500
Total Securities Available for Sale	$2,848,979	$2,869,826	$2,804,004	$2,849,579

</TABLE>

CONSOLIDATED FINANCIAL HIGHLIGHTS
(in thousands, except per share amounts)

<TABLE>
<CAPTION>

FOR THE THREE MONTHS ENDED MARCH 31,	2002	2001	% CHANGE
NET INCOME (1)	$ 77,456	$ 67,866	14.1 %
PER COMMON SHARE AMOUNTS			
Net income			
Basic	$ 0.31	$ 0.27	14.4
Diluted	$ 0.31	$ 0.27	13.9
Cash dividends declared	$ 0.16	$ 0.20	(20.0)
AVERAGE COMMON SHARES OUTSTANDING-DILUTED	251,953	251,510	0.2
KEY RATIOS			
Return on:			
Average total assets	1.18%	0.97%	21.6
Average shareholders' equity	13.26%	11.53%	15.0
Efficiency ratio	55.7%	62.0%	(10.0)
Average equity/average assets	8.93%	8.46%	5.6
Net interest margin	4.14%	3.93%	5.3

</TABLE>

(1) Income component excludes after-tax impact of the $56.8 million gain on sale of Florida operations and $36.5 million restructuring and special charges in 1Q '02.

FINANCIAL REVIEW

LOAN LOSS EXPERIENCE

<TABLE>
<CAPTION>

	2002	2001			
(in thousands)	1Q	4Q	3Q	2Q	1Q
ALLOWANCE FOR LOAN LOSSES, BEGINNING OF PERIOD	$ 410,572	$ 360,446	$ 352,243	$ 301,777	$ 297,880
Loan losses	(67,527)	(66,808)	(49,386)	(75,472)	(35,649)
Recoveries of loans previously charged off	11,746	10,662	9,643	10,007	7,556
Net loan losses	(55,781)	(56,146)	(39,743)	(65,465)	(28,093)
Allowance of assets sold	(22,297)	--	--	--	--
Allowance of securitized loans	(2,222)	(2,003)	(1,613)	(1,564)	(1,474)
Provision for loan losses (1)	55,781	108,275	49,559	117,495	33,464
ALLOWANCE FOR LOAN LOSSES, END OF PERIOD	$ 386,053	$ 410,572	$ 360,446	$ 352,243	$ 301,777
AS A % OF AVERAGE TOTAL LOANS					
Net loan losses--annualized	1.11%	1.04%	0.74%	1.25%	0.55%
Net loan losses--annualized excluding losses on exited portfolios for which reserves were previously established	1.04%	0.98%	0.61%	0.73%	0.55%
Provision for loan losses--annualized	1.11%	1.07%	0.92%	0.87%	0.66%
Allowance for loan losses as a % of total loans	2.00%	1.90%	1.67%	1.67%	1.45%

Net loan loss coverage (2)	2.90x	2.87x	3.81x	3.89x	4.51x

</TABLE>

(1) Includes the impact of restructuring and special charges in 4Q '01 and 2Q '01.

(2) Income before taxes (excluding gain on sale of Florida operations and restructuring and special charges) and the provision for loan losses to net loan losses.

NON-PERFORMING ASSETS AND PAST DUE LOANS

<TABLE>
<CAPTION>

	2002	2001			
(in thousands)	1Q	4Q	3Q	2Q	1Q
<S>	<C>	<C>	<C>	<C>	<C>
Non-accrual loans:					
Commercial	$ 162,959	$ 159,637	$ 148,177	$ 116,044	$ 62,716
Commercial real estate	43,295	48,360	40,882	26,870	34,893
Residential mortgage	11,896	11,836	11,666	11,868	11,949
Total Non-accrual Loans	218,150	219,833	200,725	154,782	109,558
Renegotiated loans	1,268	1,276	1,286	1,290	1,297
TOTAL NON-PERFORMING LOANS	219,418	221,109	202,011	156,072	110,855
Other real estate, net	6,112	6,384	8,050	9,913	14,031
TOTAL NON-PERFORMING ASSETS	$ 225,530	$ 227,493	$ 210,061	$ 165,985	$ 124,886
Non-performing loans as a % of total loans	1.13%	1.02%	0.94%	0.74%	0.53%
Non-performing assets as a % of total loans and other real estate	1.17%	1.05%	0.97%	0.79%	0.60%
Allowance for loan losses as a % of non-performing loans	176%	186%	178%	226%	272%
Allowance for loan losses and other real estate as a % of non-performing assets	171%	180%	171%	211%	239%
Accruing loans past due 90 days or more	$ 61,746	$ 91,635	$ 92,791	$ 67,077	$ 102,658

</TABLE>

NON-PERFORMING ASSETS

<TABLE>
<CAPTION>

	2002	2001			
(in thousands)	1Q	4Q	3Q	2Q	1Q
<S>	<C>	<C>	<C>	<C>	

<C>

NON-PERFORMING ASSETS, BEGINNING OF PERIOD	$ 227,493	$ 210,061	$ 165,985	$ 124,886	$ 105,397
New non-performing assets	74,446	85,986	94,990	95,037(2)	53,869
Loan losses	(26,072)	(34,580)	(12,480)	(13,188)	(7,243)
Payments	(37,663)	(28,315)	(34,219)	(19,332)	(24,973)
Sales	(8,925)(1)	(4,131)	(3,331)	(21,306)(2)	(1,892)
Other	(3,749)	(1,528)	(884)	(112)	(272)
NON-PERFORMING ASSETS, END OF PERIOD	$ 225,530	$ 227,493	$ 210,061	$ 165,985	$ 124,886

</TABLE>

(1) Includes $6.5 million related to the sale of Florida operations.

(2) Includes $14.9 million related to PG&E.

QUARTERLY NET INTEREST MARGIN ANALYSIS
(in millions of dollars)

<TABLE>
<CAPTION>

	AVERAGE BALANCES				
	2002	2001			
Fully Tax Equivalent Basis (1)	FIRST	FOURTH	THIRD	SECOND	FIRST
<S>	<C>	<C>	<C>	<C>	<C>
ASSETS					
Interest bearing deposits in banks	$ 34	$ 14	$ 5	$ 5	$ 5
Trading account securities	5	8	8	39	48
Federal funds sold and securities purchased under resale agreements	62	86	86	93	164
Loans held for sale	381	433	344	420	240
Securities:					
Taxable	2,713	2,720	2,896	3,368	3,606
Tax exempt	101	108	140	201	248
Total Securities	2,814	2,828	3,036	3,569	3,854
Loans:					
Commercial	6,045	6,491	6,681	6,741	6,678
Real Estate					
Construction	1,455	1,492	1,388	1,303	1,263
Commercial	2,364	2,397	2,346	2,294	2,324
Consumer					
Auto Leases - Indirect	3,166	3,229	3,243	3,222	3,117
Auto Loans - Indirect	2,730	2,903	2,806	2,575	2,499
Home Equity Lines	2,365	2,489	2,372	2,271	2,189
Residential Mortgage	1,021	892	854	942	960
Other Loans	1,326	1,619	1,658	1,673	1,674
Total Consumer	10,608	11,132	10,933	10,683	10,439
Total Loans	20,472	21,512	21,348	21,021	20,704
Allowance for loan losses	415	393	358	316	307
Net loans (2)	20,057	21,119	20,990	20,705	20,397
Total earning assets	23,768	24,881	24,827	25,147	25,015
Cash and due from banks	819	876	910	910	952
All other assets	2,372	2,613	2,609	2,608	2,579
TOTAL ASSETS	$26,544	$27,977	$27,988	$28,349	$28,239
LIABILITIES AND SHAREHOLDERS' EQUITY					
Core deposits					
Non-interest bearing deposits	$ 3,041	$ 3,406	$ 3,341	$ 3,252	$ 3,213
Interest bearing demand deposits	5,148	5,519	5,096	4,799	4,597
Savings deposits	3,097	3,388	3,472	3,547	3,505
Other domestic time deposits	5,015	5,923	5,940	5,718	5,950

Total core deposits	16,301	18,236	17,849	17,316	17,265
Domestic time deposits of $100,000 or more	1,052	1,199	1,262	1,294	1,368
Brokered time deposits and negotiable CDs	302	109	120	118	167
Foreign time deposits	270	230	257	377	267
Total deposits	17,925	19,774	19,488	19,105	19,067
Short-term borrowings	1,998	1,907	2,140	2,759	2,504
Medium-term notes	1,967	1,863	1,990	2,005	2,240
Subordinated notes and other long-term debt, including preferred capital securities	1,233	1,183	1,184	1,180	1,171
Total interest bearing liabilities	20,082	21,321	21,461	21,797	21,769
All other liabilities	1,051	889	811	897	869
Shareholders' equity	2,370	2,361	2,375	2,403	2,388
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$26,544	$27,977	$27,988	$28,349	$28,239

</TABLE>

(1) Fully tax equivalent yields are calculated assuming a 35% tax rate.

(2) Net loan rate includes loan fees, whereas individual loan components above are shown exclusive of fees.

QUARTERLY NET INTEREST MARGIN ANALYSIS
(IN MILLIONS OF DOLLARS)

<TABLE>
<CAPTION>

	AVERAGE RATES (3)				
	2002	2001			
Fully Tax Equivalent Basis (1)	FIRST	FOURTH	THIRD	SECOND	FIRST
<S>	<C>	<C>	<C>	<C>	<C>
ASSETS					
Interest bearing deposits in banks	2.02%	2.09%	3.75%	5.09%	5.24%
Trading account securities	2.79	3.59	3.83	5.15	5.52
Federal funds sold and securities purchased under resale agreements	1.43	2.18	3.20	4.21	5.78
Loans held for sale	6.51	6.64	7.18	6.96	7.19
Securities:					
Taxable	6.43	6.62	6.71	6.26	6.72
Tax exempt	7.76	7.81	7.38	7.26	7.55
Total Securities	6.48	6.66	6.75	6.32	6.77
Loans:					
Commercial	5.39	5.86	6.92	7.44	8.19
Real Estate					
Construction	4.91	5.50	6.62	7.43	8.31
Commercial	6.62	6.85	7.54	7.92	8.40
Consumer					
Auto Leases - Indirect	6.62	6.58	6.67	6.71	6.90
Auto Loans - Indirect	8.03	8.24	8.45	8.70	8.83
Home Equity Lines	5.12	6.22	7.00	8.04	8.93
Residential Mortgage	6.57	7.17	7.54	7.72	7.91
Other Loans	8.88	9.09	9.19	9.13	9.19
Total Consumer	6.92	7.34	7.65	7.94	8.25
Total Loans	6.29	6.71	7.34	7.75	8.25
Allowance for loan losses					
Net loans (2)	6.77	7.22	7.87	8.31	8.74
Total earning assets	6.71%	7.12%	7.70%	7.98%	8.39%
LIABILITIES AND SHAREHOLDERS' EQUITY					
Core deposits					
Non-interest bearing deposits					
Interest bearing demand deposits	1.80%	2.00%	2.74%	2.87%	3.29%
Savings deposits	1.87	2.11	3.00	3.42	3.85
Other domestic time deposits	4.99	5.19	5.52	5.83	6.01
Total core deposits	2.46	2.68	3.20	3.42	3.73

Domestic time deposits of $100,000 or more	3.05	4.68	4.82	5.33	5.97
Brokered time deposits and negotiable CDs	2.48	3.55	4.42	5.57	6.37
Foreign time deposits	1.91	1.99	3.39	4.11	5.45
Total deposits	2.49	2.80	3.32	3.58	3.94
Short-term borrowings	2.36	2.65	3.69	4.37	5.37
Medium-term notes	3.43	4.58	6.12	6.59	6.64
Subordinated notes and other long-term debt, including preferred capital securities	4.14	4.96	5.19	5.96	6.81
Total interest bearing liabilities	3.04%	3.51%	4.23%	4.62%	5.12%
Net interest rate spread	3.67%	3.61%	3.47%	3.36%	3.27%
Impact of non-interest bearing funds on margin	0.47%	0.50%	0.57%	0.61%	0.66%
NET INTEREST MARGIN	4.14%	4.11%	4.04%	3.97%	3.93%

</TABLE>

(1) Fully tax equivalent yields are calculated assuming a 35% tax rate.

(2) Net loan rate includes loan fees, whereas individual loan components above are shown exclusive of fees.

(3) Loan and deposit average rates include impact of applicable derivatives.

SELECTED QUARTERLY INCOME STATEMENT DATA

<TABLE>
<CAPTION>

	2002	2001			
(in thousands of dollars, except per share amounts) (1)	FIRST	FOURTH	THIRD	SECOND	FIRST
<S>	<C>	<C>	<C>	<C>	<C>
TOTAL INTEREST INCOME	$393,595	$443,751	$478,834	$498,959	$517,975
TOTAL INTEREST EXPENSE	150,770	188,513	229,047	250,926	274,851
NET INTEREST INCOME	242,825	255,238	249,787	248,033	243,124
Provision for loan losses	55,781	58,275	49,559	45,777	33,464
NET INTEREST INCOME AFTER PROVISION FOR LOAN LOSSES	187,044	196,963	200,228	202,256	209,660
Service charges on deposit accounts	38,530	42,753	41,719	40,673	38,907
Mortgage banking	19,565	15,768	14,616	18,733	10,031
Brokerage and insurance income	18,792	20,966	19,912	19,388	18,768
Trust services	15,501	15,321	15,485	15,178	14,314
Bank Owned Life Insurance income	11,676	9,560	9,560	9,561	9,560
Other service charges and fees	10,632	12,552	12,350	12,217	11,098
Other	10,931	16,088	15,755	14,956	12,968
TOTAL NON-INTEREST INCOME BEFORE SECURITIES GAINS	125,627	133,008	129,397	130,706	115,646
Securities gains	457	89	1,059	2,747	2,078
TOTAL NON-INTEREST INCOME	126,084	133,097	130,456	133,453	117,724

Personnel costs	114,285	118,143	120,767	122,068	117,662
Outside data processing and other services	18,439	17,992	17,375	17,671	16,654
Net occupancy	17,239	19,950	19,266	18,188	19,780
Equipment	16,949	20,593	20,151	19,844	19,972
Marketing	7,003	6,345	6,921	7,852	9,939
Telecommunications	6,018	6,793	6,859	7,207	7,125
Professional services	5,401	6,235	5,912	6,763	4,969
Printing and supplies	3,837	4,293	4,450	4,565	5,059
Franchise and other taxes	2,328	2,893	2,470	2,246	2,120
Amortization of intangible assets	1,376	10,100	10,114	10,435	10,576
Other	14,511	14,017	14,605	16,457	20,234
TOTAL NON-INTEREST EXPENSE	207,386	227,354	228,890	233,296	234,090
INCOME BEFORE INCOME TAXES	105,742	102,706	101,794	102,413	93,294
Income taxes	28,286	27,214	26,134	27,909	25,428
NET INCOME	$ 77,456	$ 75,492	$ 75,660	$ 74,504	$ 67,866
PER COMMON SHARE					
Net Income - Diluted	$ 0.31	$ 0.30	$ 0.30	$ 0.30	$ 0.27
Cash Dividends Declared	$ 0.16	$ 0.16	$ 0.16	$ 0.20	$ 0.20
FULLY TAX EQUIVALENT MARGIN:					
Net Interest Income	$242,825	$255,238	$249,787	$248,033	$243,124
Tax Equivalent Adjustment (2)	1,169	1,292	1,442	1,616	2,002
Tax Equivalent Net Interest Income	$243,994	$256,530	$251,229	$249,649	$245,126

</TABLE>

(1) Income component excludes after-tax impact of the $56.8 million gain on sale of Florida operations in 1Q '02 and restructuring and special charges ($36.5 million in 1Q '02; $9.8 million in 4Q '01; $33.0 million in 3Q '01; $72.1 million in 2Q '01).

(2) Calculated assuming a 35% tax rate.

SELECTED QUARTERLY INCOME STATEMENT DATA, EXCLUDING FLORIDA OPERATIONS

<TABLE>
<CAPTION>

	2002	2001			
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)(1)	FIRST	FOURTH	THIRD	SECOND	FIRST
<S>	<C>	<C>	<C>	<C>	<C>
TOTAL INTEREST INCOME	$369,521	$392,978	$427,654	$447,218	$466,098

TOTAL INTEREST EXPENSE	136,420	156,382	197,742	222,410	247,580
NET INTEREST INCOME	233,101	236,596	229,912	224,808	218,518
Provision for loan losses	50,595	54,281	46,027	41,937	29,709
NET INTEREST INCOME AFTER PROVISION FOR LOAN LOSSES	182,506	182,315	183,885	182,871	188,809
Service charges on deposit accounts	34,282	35,220	33,593	32,650	31,143
Mortgage banking	19,644	15,049	13,859	17,672	9,238
Brokerage and insurance income	14,587	15,066	13,943	13,185	12,232
Trust services	15,096	14,679	14,816	14,431	13,670
Bank Owned Life Insurance income	11,676	9,560	9,560	9,561	9,560
Other service charges and fees	9,118	9,582	9,547	9,383	8,415
Other	10,591	15,135	14,722	13,979	12,315
TOTAL NON-INTEREST INCOME BEFORE SECURITIES GAINS	114,994	114,291	110,040	110,861	96,573
Securities gains	457	89	1,059	2,747	2,078
TOTAL NON-INTEREST INCOME	115,451	114,380	111,099	113,608	98,651
Personnel costs	104,320	100,076	101,866	103,707	99,296
Outside data processing and other services	17,097	15,414	14,650	15,100	14,122
Net occupancy	14,771	15,251	14,481	13,755	15,568
Equipment	15,582	18,117	17,580	17,363	17,503
Marketing	7,174	5,305	5,717	6,807	8,832
Telecommunications	5,282	5,647	5,728	5,964	5,952
Professional services	5,242	6,069	5,754	6,481	4,793
Printing and supplies	3,519	3,511	3,693	3,688	4,098
Franchise and other taxes	2,326	2,885	2,439	2,229	2,116
Amortization of intangible assets	251	2,555	2,569	2,890	3,031
Other	13,487	12,599	12,577	14,459	18,506
TOTAL NON-INTEREST EXPENSE	189,051	187,429	187,054	192,443	193,817
INCOME BEFORE INCOME TAXES	108,906	109,266	107,930	104,036	93,643
Income taxes	29,393	28,999	27,394	27,463	24,463
NET INCOME	$ 79,513	$ 80,267	$ 80,536	$ 76,573	$ 69,180
NET INCOME PER COMMON SHARE - DILUTED	$ 0.32	$ 0.32	$ 0.32	$ 0.30	$ 0.28

FULLY TAX EQUIVALENT MARGIN:

Net Interest Income	$233,101	$236,596	$229,912	$224,808	$218,518
Tax Equivalent Adjustment (2)	1,169	1,292	1,442	1,616	2,002
Tax Equivalent Net Interest Income	$234,270	$237,888	$231,354	$226,424	$220,520

</TABLE>

(1) Income component excludes after-tax impact of the $56.8 million gain on sale of Florida operations in 1Q '02 and restructuring and special charges ($36.5 million in 1Q '02; $9.8 million in 4Q '01; $33.0 million in 3Q '01; $72.1 million in 2Q '01).

(2) Calculated assuming a 35% tax rate.

HUNTINGTON BANCSHARES INCORPORATED
STOCK SUMMARY, KEY RATIOS AND STATISTICS, AND CAPITAL DATA

QUARTERLY COMMON STOCK SUMMARY

<TABLE>
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	2002	2001			
	1Q	4Q	3Q	2Q	1Q
<S>	<C>	<C>	<C>	<C>	<C>
High	$20.310	$17.490	$19.280	$17.000	$18.000
Low	16.660	14.510	15.150	13.875	12.625
Close	19.700	17.190	17.310	16.375	14.250
Cash dividends declared	$ 0.16	$ 0.16	$ 0.16	$ 0.20	$ 0.20

</TABLE>

Note: Stock price quotations were obtained from NASDAQ

KEY RATIOS AND STATISTICS

<TABLE>
<CAPTION>

	2002	2001			
MARGIN ANALYSIS - AS A % OF AVERAGE EARNING ASSETS (1)	1Q	4Q	3Q	2Q	1Q
<S>	<C>	<C>	<C>	<C>	<C>
Interest Income	6.71%	7.12%	7.70%	7.98%	8.39%
Interest Expense	2.57%	3.01%	3.66%	4.01%	4.46%
Net Interest Margin	4.14%	4.11%	4.04%	3.97%	3.93%
RETURN ON (2)					
Average total assets	1.18%	1.07%	1.07%	1.05%	0.97%
Average shareholders' equity	13.26%	12.68%	12.64%	12.43%	11.53%
Efficiency Ratio (2)	55.7%	55.8%	57.5%	58.6%	62.0%
Efficiency Ratio, excluding Florida (2)	54.1%	52.5%	54.0%	56.2%	60.2%
Effective tax rate	26.75%	26.50%	25.67%	27.25%	27.26%

</TABLE>

CAPITAL DATA

<TABLE>
<CAPTION>

	2002	2001			
	1Q	4Q	3Q	2Q	1Q
(in millions of dollars)					
<S>	<C>	<C>	<C>	<C>	<C>
Total Risk-Adjusted Assets	$24,935	$27,896	$27,757	$27,375	$27,230
Tier 1 Risk-Based Capital Ratio	10.26%	7.24%	6.97%	7.01%	7.19%
Total Risk-Based Capital Ratio	13.40%	10.29%	10.13%	10.20%	10.31%
Tier 1 Leverage Ratio	9.72%	7.41%	7.10%	6.96%	7.12%
Tangible Equity/Asset Ratio	9.03%	6.04%	5.96%	5.97%	6.01%

</TABLE>

(1) Presented on a fully tax equivalent basis assuming a 35% tax rate.

(2) Income component excludes the impact of the gain on sale of Florida operations and restructuring and special charges.

PART II. OTHER INFORMATION

In accordance with the instructions to Part II, the other specified items in this part have been omitted because they are not applicable or the information has been previously reported.

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

4. Instruments defining the Rights of Security Holders:

Reference is made to Articles Fifth, Eighth and Tenth of Articles of Restatement of Charter, as amended and supplemented, previously filed as exhibit 3(i) to annual report on form 10-K for the year ended December 31, 1993 and exhibit 3(i)(c) to quarterly report on form 10-Q for the quarter ended March 31, 1998, and incorporated herein by reference. Also, reference is made to Rights Plan, dated February 22, 1990, previously filed as Exhibit 1 to Registration Statement on Form 8-A, and incorporated herein by reference and to Amendment No. 1 to the Rights Agreement, dated as of August 16, 1995, previously filed as Exhibit 4(b) to Form 8-K filed with the Securities and Exchange Commission on August 28, 1995, and incorporated herein by reference. Instruments defining the rights of holders of long-term debt will be furnished to the Securities and Exchange Commission upon request.

10. Material contracts:

(a) * Fourth Amendment to Huntington Bancshares Incorporated 1990 Stock Option Plan.

(b) * Fifth Amendment to Huntington Bancshares Incorporated 1990 Stock Option Plan.

(c) * First Amendment to the Amended and Restated Huntington Bancshares Incorporated 1994 Stock Option Plan.

(d) * Second Amendment to the Amended and Restated Huntington Bancshares Incorporated 1994 Stock Option Plan.

(e) * Third Amendment to the Amended and Restated Huntington Bancshares Incorporated 1994 Stock Option Plan.

(f) * Severance Agreement and Release and Waiver of All Claims made by and between Huntington Bancshares Incorporated and Ronald J. Seiffert, Vice Chairman.

(g) * First Amendment to the Amended and Restated 1999 Incentive Compensation Plan

(h) * First Amendment to the 2001 Stock and Long-term Incentive Plan

(i) * Second Amendment to the 2001 Stock and Long-term Incentive Plan

99. Earnings to Fixed Charges

(b) Reports on Form 8-K

1. A report on Form 8-K, dated January 18, 2002, was filed under report item numbers 5 and 7, concerning Huntington's results of operations for the fourth quarter and year ended December 31, 2001.

2. A report on Form 8-K, dated January 31, 2002, was filed under report item numbers 5 and 7, concerning Huntington's presentation at the Salomon Smith Barney Financial Services Equity Conference.

3. A report on Form 8-K, dated February 15, 2002, was filed under report item numbers 2 and 7, regarding the completion of Huntington's sale of its Florida operations to SunTrust Banks, Inc.

4. A report on Form 8-K, dated February 19, 2002, was filed under report item numbers 5 and 7, announcing that the board of directors has authorized a new share repurchase program for up to 22 million shares.

5. A report on Form 8-K, dated March 27, 2002, was filed under report item numbers 5 and 7, announcing the resignation of Ronald J. Seiffert, Vice Chairman.

* Denotes management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Huntington Bancshares Incorporated

(Registrant)

Date: May 15, 2002 /s/ Richard A. Cheap

Richard A. Cheap
General Counsel and Secretary

Date: May 15, 2002 /s/ Michael J. McMennamin

Michael J. McMennamin
Vice Chairman, Chief Financial Officer and Treasurer (Principal Financial Officer)

EXHIBIT 10 (a)

HUNTINGTON BANCSHARES INCORPORATED

BOARD OF DIRECTORS MEETING
AUGUST 15, 2001

RE:
FOURTH AMENDMENT TO THE HUNTINGTON BANCSHARES INCORPORATED
1990 STOCK OPTION PLAN

WHEREAS, the Board of Directors and shareholders of Huntington Bancshares Incorporated (the "Corporation") previously adopted and established the Huntington Bancshares Incorporated 1990 Stock Option Plan (the "1990 Plan") which provides for the grant to eligible employees of the Corporation or its subsidiaries of options to purchase shares of common stock, without par value, of the Corporation;

WHEREAS, Section 5(d) of the 1990 Plan currently defines "Termination" to include a termination of employment following a Change in Control or the disposition (other than a Change in Control) of substantially all of the stock or assets of the Corporation;

WHEREAS, Section 7(b) of the 1990 Plan provides that this Board of Directors may at any time and from time to time amend the 1990 Plan;

WHEREAS, this Board deems it desirable and in the best interests of the Corporation, effective August 15, 2001, to amend Section 5(d) of the 1990 Plan to allow the Compensation and Stock Option Committee (the "Committee") the discretion to determine such other events not in the ordinary course of business that will be treated as a "Termination" for non-executive officer employees of the Corporation for purposes of the 1990 Plan. For purposes of this provision, "non-executive officer employees" means employees who are not Section 16 reporting persons under the Securities Exchange Act of 1934, as amended.

NOW, THEREFORE, BE IT RESOLVED, that, effective August 15, 2001, Section 5(d) of the 1990 Plan shall be amended and that the Fourth Amendment to the 1990 Plan, as presented to this Board and as indicated on Exhibit A attached hereto, be, and hereby is, adopted and approved.

FURTHER RESOLVED, that the proper officers of the Corporation are authorized to take such actions or make such findings as determined, in their discretion, to be necessary or beneficial to effectuate these Resolutions.

EXHIBIT A

FOURTH AMENDMENT TO THE HUNTINGTON BANCSHARES INCORPORATED
1990 STOCK OPTION PLAN

Effective August 15, 2001, Section 5(d) of the Huntington Bancshares Incorporated 1990 Stock Option Plan is hereby amended by deleting the second sentence of Section 5(d) in its entirety and replacing it with the following sentence

"Notwithstanding the preceding sentence of this Section (d), each option granted pursuant to the Plan shall terminate and be cancelled upon the termination of the employment with the Company of the employee to whom such option has been granted ("Optionholder") for any reason other than death, retirement under one or more of the retirement plans of the Company or the termination of employment of the Optionholder for any reason following: (i) a Change in Control (as defined herein), (ii) the disposition (other than a Change in Control), direct or indirect, of substantially all of the stock or assets of any Company to any person or entity other than any Company referred to herein, or (iii) for non-executive officer employees only, any event occurring not in the ordinary course of business which the Committee determines, in its discretion, constitutes an event that shall be treated as a Termination for purposes of this Section 5(d) (termination of employment in any such event shall be referred to as a "Termination"). For purposes of this provision, "non-executive officer employees" means employees who are not Section 16 reporting persons under the Securities Exchange Act of 1934, as amended.

EXHIBIT 10 (b)

HUNTINGTON BANCSHARES INCORPORATED

BOARD OF DIRECTORS RESOLUTIONS
FEBRUARY 18, 2002

RE:
FIFTH AMENDMENT TO THE HUNTINGTON BANCSHARES INCORPORATED
1990 STOCK OPTION PLAN

WHEREAS, the Board of Directors and shareholders of Huntington Bancshares Incorporated (the "Corporation") previously adopted and established the Huntington Bancshares Incorporated 1990 Stock Option Plan (the "1990 Plan") which provides for the grant to eligible employees of the Corporation or its subsidiaries of options to purchase shares of common stock, without par value, of the Corporation;

WHEREAS, while Section 5(h) of the 1990 Plan currently provides that upon the death of a participant within three months of retirement, the optionholder's executor, administrator or estate may exercise any unexercised option within the earlier of the expiration of the term of the option or 13 months from the date of death, the 1990 Plan is ambiguous as to the treatment of options for an optionholder who dies after three months after retirement;

WHEREAS, the Stock Option and Compensation Committee has consistently interpreted and administered the 1990 Plan in such a manner so as to provide that upon the death of an optionholder following his or her retirement, the optionholder's executor, administrator, or estate shall be able to exercise any then unexercised options within the earlier of the expiration period of such option or 13 months from the date of death.

WHEREAS, Section 7(b) of the 1990 Plan provides that this Board may at any time and from time to time amend the 1990 Plan;

WHEREAS, this Board deems it desirable and in the best interests of the Corporation to amend Section 5(h) of the 1990 Plan to resolve any potential ambiguity and provide that upon the death of an optionholder following his or her retirement, the optionholder's executor, administrator, or estate shall be able to exercise any then unexercised options within the earlier of the expiration period of such option or 13 months from the date of death.

NOW, THEREFORE, BE IT RESOLVED, that Section 5(h) of the 1990 Plan shall be amended and that the Fifth Amendment to the 1990 Plan, as presented to this Board and as indicated on Exhibit A attached hereto, be, and hereby is, adopted and approved.

FURTHER RESOLVED, that the proper officers of the Corporation are authorized to take such actions or make such findings as determined, in their discretion, to be necessary or beneficial to effectuate these Resolutions.

EXHIBIT A

FIFTH AMENDMENT TO THE HUNTINGTON BANCSHARES INCORPORATED
1990 STOCK OPTION PLAN

Section 5(h) of the Huntington Bancshares Incorporated 1990 Stock Option Plan is hereby amended by deleting Section 5(h) in its entirety and replacing it with the following:

"Upon the death of any Optionholder (i) while in the employ of the Company, or (ii) after his or her retirement from the employ of the Company under one or more of the retirement plans of the Company, prior to the exercise in full of any option granted to such Optionholder, the Optionholder's executor, administrator or such other person or persons to whom the option shall pass by testamentary transfer, bequest or by the operation of the laws of descent and distribution, may exercise any option then unexercised in full within the period ending upon the earlier of the expiration date of the option or date thirteen months after death, and may then purchase all or any part of the shares subject to the option, whether or not such option is then exercisable in full pursuant to its terms."

FIRST AMENDMENT TO HUNTINGTON BANCSHARES INCORPORATED AMENDED AND RESTATED 1994 STOCK OPTION PLAN

Effective as set forth below, the Huntington Bancshares Incorporated Amended and Restated 1994 Stock Option Plan shall be amended as follows:

1. Effective for exercises after June 30, 2000, Section 8(e) of the 1994 Plan is hereby amended and restated in its entirety to read as follows:

> (e) Upon the exercise of any option, the Optionholder shall be required to pay, or make satisfactory provision for payment, to HBI of an amount equal to any tax which HBI is required to withhold under any federal, state or local tax laws in connection with the exercise of any option granted under this Plan. The Optionholder may satisfy this obligation, in whole or in part, with respect to any option exercised by making an election ("Election") at the time the Optionholder provides written notice of exercise to HBI pursuant to Section 8(b) above to either (i) have HBI withhold from the shares otherwise to be delivered on the exercise of the option that number of shares of HBI having a fair market value equal to the amount of the withholding requirement, or (ii) to deliver to HBI sufficient shares of HBI having a fair market value equal to the amount of the withholding requirement. Such shares shall be valued at their fair market value on the date that income from the exercise of such option becomes taxable ("Tax Date"). At the time of making an Election, the Optionholder may certify to the Committee the rates (which shall not exceed the maximum Federal and the maximum state statutory rates applicable to the income of individuals for the year in which Tax Date occurs, exclusive of any effect that losses of deduction or credits at various income levels may have on such Optionholder's taxes) at which the Optionholder, upon adequate investigation, expects his or her income from the shares to be taxed and requests that withholding with respect to Federal and state income taxes be made at such rates. Notwithstanding anything herein to the contrary, for exercises of options after June 30, 2000, an Optionholder may not make an Election that would (i) require HBI to withhold from the shares otherwise to be delivered upon exercise, or (ii) require HBI to accept shares of HBI, in an amount that is in excess of the tax which HBI is required to withhold based on the minimum statutory withholding rates for federal, state and local tax purposes, including payroll taxes, that are applicable to such supplemental taxable income resulting from the exercise of any option granted under this Plan. Delivery of or withholding of fractional shares shall not be permitted.
>
> Upon receipt of payment of the exercise price or written direction with respect to such exercise price and upon payment or satisfactory provision for payment of any taxes due on the exercise of any option, HBI shall issue and deliver to the person exercising the option a certificate or certificates for the shares with respect to which the option shall have been so exercised (less any shares withheld in payment of the exercise price or any withholding requirement), dated as of the date of exercise.

2. Effective as of May 17, 2000, the beginning phrase of the second sentence of Section 7(e) of the 1994 Plan is hereby amended to read "Notwithstanding the second paragraph of Section 7(b)."

EXHIBIT 10 (d)

HUNTINGTON BANCSHARES INCORPORATED

BOARD OF DIRECTORS MEETING
AUGUST 15, 2001

RE:
SECOND AMENDMENT TO THE AMENDED AND RESTATED HUNTINGTON BANCSHARES INCORPORATED 1994 STOCK OPTION PLAN

WHEREAS, the Board of Directors and shareholders of Huntington Bancshares Incorporated (the "Corporation") previously adopted and established the Amended and Restated Huntington Bancshares Incorporated 1994 Stock Option Plan (the "1994 Plan") which provides for the grant to eligible employees of the Corporation or its subsidiaries of options to purchase shares of common stock, without par value, of the Corporation;

WHEREAS, Section 2(xii) of the 1994 Plan currently defines "Other Termination" to include a termination of employment following a Change in Control or a disposition other than in a Change in Control of substantially all of the stock or assets of the Corporation;

WHEREAS, Section 10(a) of the 1994 Plan provides that this Board of Directors may at any time and from time to time amend the 1994 Plan;

WHEREAS, this Board deems it desirable and in the best interests of the Corporation, effective August 15, 2001, to amend Section 2(xii) of the 1994 Plan to allow the Compensation and Stock Option Committee (the "Committee") the discretion to determine such other events not in the ordinary course of business that will be treated as an "Other Termination" for non-executive officer employees of the Corporation for purposes of the 1994 Plan. For purposes of this provision, "non-executive officer employees" means employees who are not Section 16 reporting persons under the Securities Exchange Act of 1934, as amended.

NOW, THEREFORE, BE IT RESOLVED, that, effective August 15, 2001, Section 2(xii) of the 1994 Plan shall be amended and that the First Amendment to the 1994 Plan, as presented to this Board and as indicated on Exhibit A attached hereto, be, and hereby is, adopted and approved.

FURTHER RESOLVED, that the proper officers of the Corporation are authorized to take such actions or make such findings as determined, in their discretion, to be necessary or beneficial to effectuate these Resolutions.

EXHIBIT A

FIRST AMENDMENT TO THE HUNTINGTON BANCSHARES INCORPORATED
AMENDED AND RESTATED 1994 STOCK OPTION PLAN

Effective August 15, 2001, Section 2(xii) of the Huntington Bancshares Incorporated Amended and Restated 1994 Stock Option Plan is hereby amended by deleting Section 2(xii) in its entirety and replacing it with the following:

"(xii) "Other Termination" shall mean the termination of the employment or the directorship of an Optionholder, as the case may be, for any reason following: (i) a Change in Control, (ii) the disposition other than in a Change in Control, directly or indirectly, of substantially all of the stock or assets of the Company to any person or entity other than the Company, or (iii) for non-executive officer employees only, any event occurring not in the ordinary course of business which the Committee determines, in its discretion, constitutes an event that shall be treated as an Other Termination for purposes of this Section 2(xii). For purposes of this provision, "non-executive officer employees" means employees who are not Section 16 reporting persons under the Securities Exchange Act of 1934, as amended."

EXHIBIT 10 (e)

HUNTINGTON BANCSHARES INCORPORATED

BOARD OF DIRECTORS MEETING
NOVEMBER 20, 2001

RE:
THIRD AMENDMENT TO THE AMENDED AND RESTATED HUNTINGTON BANCSHARES INCORPORATED 1994 STOCK OPTION PLAN

WHEREAS, the Board of Directors and shareholders of Huntington Bancshares Incorporated (the "Corporation") previously adopted and established the Amended and Restated Huntington Bancshares Incorporated 1994 Stock Option Plan (the "1994 Plan") which provides for the grant to eligible employees of the Corporation or its subsidiaries of options to purchase shares of common stock, without par value, of the Corporation;

WHEREAS, Section 7(d) of the 1994 Plan currently permits only holders of Non-Statutory Stock Options to designate a beneficiary to exercise his or her Non-Statutory Stock Option after the optionholder's death;

WHEREAS, Section 10(a) of the 1994 Plan provides that this Board of Directors may at any time and from time to time amend the 1994 Plan;

WHEREAS, this Board deems it desirable and in the best interests of the Corporation, effective November 20, 2001, to amend Section 7(a) and Section 7(d) of the 1994 Plan to allow the holders of Incentive and Non-Statutory Stock Options the ability to designate a beneficiary to exercise such options following the optionholder's death; and

WHEREAS, this Board deems it desirable and in the best interests of the Corporation, effective November 20, 2001, to amend the definition of "Retirement" under Section 2(xv) of the 1994 Plan to conform the definition to the other stock option plans of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that, effective November 20, 2001, Section 7(a), Section 7(d) and Section 2(xv) of the 1994 Plan shall be amended to permit holders of Incentive and Non-Statutory Stock Options the ability to designate a beneficiary to exercise such options following the optionholder's death and to conform the definition of "Retirement" as used in the 1994 Plan to the other stock option plans of the Corporation, and that the Third Amendment to the 1994 Plan, as presented to this Board and as indicated on Exhibit A attached hereto, be, and hereby is, adopted and approved.

FURTHER RESOLVED, that the proper officers of the Corporation are authorized to take such actions or make such findings as determined, in their discretion, to be necessary or beneficial to effectuate these Resolutions.

EXHIBIT A

THIRD AMENDMENT TO THE HUNTINGTON BANCSHARES INCORPORATED
AMENDED AND RESTATED 1994 STOCK OPTION PLAN

Effective November 20, 2001, Section 7(d) of the Huntington Bancshares Incorporated Amended and Restated 1994 Stock Option Plan is hereby amended by deleting in its entirety subsection (a) of the second paragraph of Section 7(d) and replacing it with the following:

"(a) designate in writing a beneficiary to exercise his or her Incentive Stock Option or Non-Statutory Stock Option after the optionholder's death."

Effective November 20, 2001, Section 7(a) of the Huntington Bancshares Incorporated Amended and Restated 1994 Stock Option Plan is hereby amended by deleting Section 7(a) in its entirety and replacing it with the following:

"(a) Exercise Upon Death. Upon the death of any Optionholder (1) while in the employ of the company, or (2) which serving as a member of the Board of Directors of the Company, or (3) after Retirement, but prior to the exercise in full of any option granted to such Optionholder, the Optionholder's executor, administrator or such other person or persons to whom the Option shall pass by testamentary transfer, bequest, the operation of the laws of descent or distribution, or by reason of a written beneficiary designation on a form proscribed by the Company, may exercise any option then unexercised in full within the period ending upon the earlier of the Expiration Date of the option or the date thirteen months after the Optionholder's death, and may then purchase all or any part of the shares subject to the option, whether or not such option is then exercisable in full pursuant to its terms."

Effective November 20, 2001, Section 2(xv) of the Huntington Bancshares Incorporated Amended and Restated 1994 Stock Option Plan is hereby amended by deleting Section 2(xv) in its entirety and replacing it with the following:

"Retirement" shall mean, in the case of an employee, the retirement from the employ of the Company under one or more of the retirement plans of the

Company, and, in the case of an Eligible Director, shall mean the retirement from the Board of Directors of the Company at any time after the Eligible Director attains age 55 and has served at least 5 years as a Director."

SEVERANCE AGREEMENT
AND
RELEASE AND WAIVER OF ALL CLAIMS

This Severance Agreement and Release and Waiver of All Claims ("Agreement") is made by and between, and shall inure to the benefit of and be binding upon, the following parties; RONALD J. SEIFFERT, hereinafter referred to, together with his heirs, estate, executors, administrators, successors, assigns and other personal representatives, as MR. SEIFFERT; and

HUNTINGTON BANCSHARES INCORPORATED, together with its subsidiary organizations, is hereinafter referred to as "HUNTINGTON," except as noted in paragraph 5 hereof.

In consideration of the mutual provisions and promises of this Agreement, MR. SEIFFERT and HUNTINGTON agree as follows:

1. LAST DAY OF EMPLOYMENT. HUNTINGTON and MR. SEIFFERT mutually agree that MR. SEIFFERT will resign voluntarily from his current position and titles with HUNTINGTON effective March 31, 2002. MR. SEIFFERT will remain employed with HUNTINGTON, will remain on HUNTINGTON's payroll, and will be permitted to continue to participate in certain of HUNTINGTON's employee benefit plans through September 30, 2002 (the "Period"). MR. SEIFFERT's continued employment during the Period will be subject to all of the terms of this Agreement, including the following:

A. At the close of business on September 30, 2002, MR. SEIFFERT's employment with HUNTINGTON will terminate, unless such employment is terminated earlier by MR. SEIFFERT or HUNTINGTON pursuant to the terms set forth below in this Agreement.

B. During the Period, MR. SEIFFERT will proactively support the leadership of HUNTINGTON among the community, employees, directors, and shareholders and will provide services to HUNTINGTON as HUNTINGTON requests from time-to-time, although MR. SEIFFERT will have resigned any directorship and as an executive officer of HUNTINGTON effective March 31, 2002. During the Period, except when and as requested by HUNTINGTON pursuant to paragraph 10 of this Agreement, MR. SEIFFERT will not be providing any other employment-related or other services to or on behalf of HUNTINGTON.

C. During the Period, HUNTINGTON agrees to maintain MR. SEIFFERT on HUNTINGTON's payroll at his current base salary of $395,000 and to continue to provide him with the employee benefits listed in Exhibit A, at the levels then in effect on March 31, 2002 or as HUNTINGTON may amend its benefit plan levels thereafter from time-to-time pursuant to the terms of those benefit plans and HUNTINGTON's standard payroll and benefit practices. Such base salary and benefits will be paid less applicable and required tax withholdings, deductions, and co-pay requirements. HUNTINGTON and MR. SEIFFERT agree that during the Period MR. SEIFFERT will have used and will not be entitled to accrue or receive any monies for any vacation, sick days and/or personal days; nor will he be entitled to participate in
or receive any monies under any of HUNTINGTON's employee benefit plans, incentive compensation plans, or under any executive agreements, practices, or programs, including any Executive "Change in Control" Agreement entered into between MR. SEIFFERT and HUNTINGTON, that are not specifically listed in Exhibit A; nor will he be entitled to any expense reimbursement during the Period except as provided in paragraph 10.

D. In exchange for the additional severance benefits being offered to him under this Agreement, during the Period MR. SEIFFERT further agrees not to post or apply for any open positions within HUNTINGTON, and he expressly relinquishes and waives any such right to do so under any HUNTINGTON policy, program or practice.

2. Termination from Employment During the Period.

A. By MR. SEIFFERT.

HUNTINGTON and MR. SEIFFERT further understand and agree that pursuant to the terms of this paragraph and upon written notice delivered to HUNTINGTON's Chairman or General Counsel's office, MR. SEIFFERT may, at any time during the Period, terminate the Period and remove himself from employment and HUNTINGTON's payroll and benefit plans.

MR. SEIFFERT agrees that under this paragraph 2.A., he is obligated to notify HUNTINGTON's Chairman or General Counsel's office in writing if he desires to terminate the Period for personal reasons or because he has secured and plans to begin any paid employment, consultancy or independent contractor relationship other than his paid employment with HUNTINGTON; provided, however, that MR. SEIFFERT is not obligated to terminate the Period merely because he has secured but has not started any such other paid employment, consulting, or independent contractor relationship during the Period. If MR. SEIFFERT elects to terminate the Period, MR. SEIFFERT must include with such notice the date he desires to terminate the Period, the reason, and, if applicable: (1) the identity of any such employment, consultancy or independent contractor relationship, and (2) the first date on which he will start receiving compensation from any such employment, consultancy or independent contractor relationship. Assuming such paid employment, consultancy or independent contractor relationship does not violate MR. SEIFFERT's non-competition obligation under paragraph 7 of this Agreement, and provided MR. SEIFFERT is otherwise in compliance with this paragraph and the other terms of this Agreement, in addition to the other severance benefits to which MR. SEIFFERT may be entitled to under Exhibit A, HUNTINGTON agrees to pay MR. SEIFFERT the equivalent of any unpaid base salary remaining for the period between the date of the termination of the Period and September 30, 2002. Such payment will be minus applicable withholdings and deductions and will he calculated from an annualized base salary rate of $395,000. Such payment will be paid within thirty days of the termination date of the Period.

B. By HUNTINGTON.

At any time during the Period, upon written notice delivered to MR. SEIFFERT, HUNTINGTON may remove MR. SEIFFERT from employment and HUNTINGTON's payroll and benefit plans, as well as cease any payments, services, and other considerations set forth in

Exhibit A that have not yet been paid or provided to MR. SEIFFERT, if: (1) MR. SEIFFERT starts performing any remunerated employment or consulting services, whether as an employee, consultant, or independent contractor, for any person or entity oilier than HUNTINGTON without first having notified HUNTINGTON and terminated the Period pursuant to 2.A. above; (2) HUNTINGTON has clear and convincing evidence that before or after March 31, 2002, MR. SEIFFERT engaged in any acts of fraud, dishonesty or intentional wrongdoing materially adverse to HUNTINGTON; misappropriated or embezzled any monies from HUNTINGTON; engaged in criminal conduct involving HUNTINGTON; or filed any lawsuit or other legal, equitable or administrative action against HUNTINGTON, except (i) any claim solely for benefits that arises under the Employee Retirement Income Security Act ("ERISA"); or (ii) an arbitration claim to enforce his rights set forth in this Agreement; or (3) MR. SEIFFERT breaches any obligation under paragraphs 1, 2, 4, 5, 6, 7, 8, 9, 10, 11 or 13 of this Agreement. HUNTINGTON agrees that before terminating and removing MR. SEIFFERT from its payroll or exercising its other rights under this paragraph 2 due to a breach by MR. SEIFFERT of paragraph 2.B., HUNTINGTON will first provide MR. SEIFFERT with five business days notice and an opportunity to explain and resolve the breach to HUNTINGTON's satisfaction.

3. Severance. Based on MR. SEIFFERT's performance and years of service, and subject to the terms of this Agreement, in addition to any payment that may be made under paragraph 2.A. above, HUNTINGTON agrees to provide MR. SEIFFERT with the severance benefits as set forth in Exhibit A to this Agreement, the terms of which are incorporated in their entirety into this Agreement.

4. Timing of Consideration. Provided MR. SEIFFERT has adhered to his obligations under this Agreement and did not exercise his right to revoke his acceptance of this Agreement during its seven-day "revocation period," HUNTINGTON agrees to provide MR. SEIFFERT with the severance benefits listed in Exhibit A within the time periods specified in Exhibit A.

5 Releases, Waivers and Covenants Not to Sue. In consideration of the benefits provided above, the adequacy and sufficiency of which MR. SEIFFERT hereby expressly acknowledges, MR. SEIFFERT, as defined in this Agreement, hereby RELEASES, WAIVES AND FOREVER DISCHARGES HUNTINGTON, as defined below, of and from any and every action, cause of action, complaint, claim, demand, administrative charge, legal right, compensation, obligation, damages (including exemplary or punitive damages), benefits (except as set forth herein), liability, cost and/or expense (including attorney's fees), that he has, may have, or may be entitled to against HUNTINGTON, whether legal, equitable or administrative, whether known or unknown, which arise directly or indirectly out of, or are related in any way to, MR. SEIFFERT's employment with and termination from HUNTINGTON, and agrees and covenants not to bring any claim, suit or other action against HUNTINGTON for any other reason, act, or omission, specified or unspecified, occurring or arising prior to the effective date of this Agreement, except that this Release, Waiver and Covenant Not to Sue does not apply to any claim arising before or after the effective date of this Agreement which pertains or relates to accrued but unpaid salary since the date of the last paycheck that was paid to MR. SEIFFERT before the effective date of this Agreement; any expense reimbursements consistent with HUNTINGTON's policies that MR. SEIFFERT incurred after March 25, 2002, and before April

1, 2002, and a pending expense reimbursement request for estate planning services; any claim solely for benefits MR. SEIFFERT may have under HUNTINGTON's employee benefit plans, including without limitation, group health, pension, or 401(k) plan, or SRIP; or to any claims MR. SEIFFERT may file for workers' compensation. In exchange for MR. SEIFFERT's promises set forth in this Agreement, HUNTINGTON hereby RELEASES, WAIVES AND FOREVER DISCHARGES MR. SEIFFERT, as defined in this Agreement, of and from any and every legal, equitable and administrative claim, action, cause of action, complaint, demand, charge, legal right, compensation, obligation, damages (including exemplary or punitive damages), benefits (except as set forth herein), liability, cost and/or expense (including attorney's fees), that it has, may have, or may be entitled to against MR. SEIFFERT, and agrees and covenants not to bring any such claim, suit or other action against MR. SEIFFERT, based on acts or omissions of MR. SEIFFERT's which occurred prior to the effective date of this Agreement and while he was acting within the scope of his employment and with authority from HUNTINGTON. HUNTINGTON and MR. SEIFFERT further agree that HUNTINGTON does not release, waive or discharge MR. SEIFFERT from any legal, equitable or administrative claim or action: (1) based on any obligation or debt he has as a customer of HUNTINGTON; (2) based on any personal banking or other personal financial services relationship he has with HUNTINGTON; (3) based on any act of his of fraud, dishonesty, embezzlement, intentional wrongdoing or criminal conduct involving HUNTINGTON; or (4) from any claims or action that federal or state law prohibit HUNTINGTON from releasing, waiving and discharging MR. SEIFFERT from. HUNTINGTON further agrees, to the fullest extent permitted by its Articles of Association, Bylaws, and federal and state law, including the laws of the State of Maryland, to indemnify MR. SEIFFERT if any claim or action is brought against him personally relating to or arising out of any acts or omissions of MR. SEIFFERT's which occurred while he was acting within the scope of his employment with and authority from HUNTINGTON. Solely for purposes of this paragraph 5, "HUNTINGTON" means HUNTINGTON BANCSHARES INCORPORATED, together with all its past, present and future assigns, successors, affiliates, parent and subsidiary organizations, divisions, and corporations, and including all past, present and future officers, directors, shareholders, employees, and agents of the same, as well as their heirs, executors, administrators, successors, assigns and other personal representatives, individually and in their respective corporate capacities.

6. Knowledge of Rights. MR. SEIFFERT acknowledges that he is aware of his rights under federal, state and local statutory and common law, including those relating to discrimination, and understands that the consideration being paid to him herein is expressly conditioned on him waiving all claims relating, directly or indirectly, to his employment with and termination from HUNTINGTON, including, but not limited to, any and all claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, and any and all contract, tort, and common law claims.

7. Non-Disclosure, Non-Solicitation, Non-Recruitment and Non-Competition. HUNTINGTON and MR. SEIFFERT agree that their May 24, 2000, Stock Option Grant Agreement (attached as "Exhibit B"), including its provisions on non-disclosure of Confidential Information, non-solicitation, and non-recruitment (contained in (a)(i), (ii), (b), (c) and (d)), is incorporated in its entirety into this Agreement and shall remain in full force and effect during

the Period and after the Period ends, including during the twelve-month post-termination Business Protection Period in (a)(i), (ii), (b), and (c) of Exhibit B. HUNTINGTON and MR. SEIFFERT further agree that the end of MR. SEIFFERT's continued employment Period, whether it ends voluntarily or involuntarily, will not constitute a reduction-in-force under Exhibit B. MR. SEIFFERT represents and warrants that on or before March 31, 2002, he will have returned to HUNTINGTON all documentation, computer discs, or other property which contain or reflect any Confidential Information as defined in Exhibit B.

HUNTINGTON and MR. SEIFFERT further agree that in exchange for the severance benefits and other consideration provided to him under this Agreement, MR. SEIFFERT agrees that he will not compete against HUNTINGTON in commercial banking, as an owner, director, officer, employee, or paid or unpaid contractor, consultant, or volunteer of any financial institution or other business entity that competes directly or indirectly with HUNTINGTON in Ohio. HUNTINGTON and MR. SEIFFERT agree that the duration of this non-competition restriction will be throughout the Period and for the six-month period after the termination of the Period, whether such termination occurs voluntarily or involuntarily. HUNTINGTON and MR. SEIFFERT agree that if, during the Period and the six-month period thereafter, MR. SEIFFERT receives an offer of employment or another business relationship that would result in MR. SEIFFERT's violation of his non-compete obligation, MR. SEIFFERT, prior to accepting any such other and without prejudice to any of his rights under this Agreement, may ask HUNTINGTON's Chairman or General Counsel whether HUNTINGTON, in its discretion, will consent to such employment or other business relationship as an exception to this non-compete obligation. To be effective, any such consent must be expressed in writing and signed by HUNTINGTON's Chairman. HUNTINGTON and MR. SEIFFERT further agree that ownership of not more than 2% of the stock of a financial institution or other business entity that competes directly or indirectly with HUNTINGTON will not violate this non-competition obligation. HUNTINGTON and MR. SEIFFERT further acknowledge and agree that this non-competition restriction is reasonable in scope and duration, and appropriate and necessary to protect HUNTINGTON's legitimate business interests and confidential business information.

8. No Re-Employment. MR. SEIFFERT agrees that he will not at any time seek

reemployment or a new position with HUNTINGTON, covenants not to bring any suit or claim against HUNTINGTON should he seek and be denied employment or any new position, and agrees that this Agreement shall act as a complete bar to any claim based upon denial of employment or any new position. In the event, however, that MR. SEIFFERT is employed by a financial institution or other business entity that purchases or acquires HUNTINGTON, or seeks employment with and is hired by a financial institution or other business entity that has purchased or acquired HUNTINGTON, this provision will not apply.

9. Non-Admission of Liability and Non-Disparagement. MR. SEIFFERT and HUNTINGTON agree that nothing in or related to this Agreement and/or related to MR SEIFFERT's employment or termination from employment constitutes an admission by HUNTINGTON or MR. SEIFFERT of any violation of any federal, state or local law. HUNTINGTON and MR. SEIFFERT further agree not to make or publish to any third party any false or disparaging statements about the other. HUNTINGTON and MR. SEIFFERT agree that only violations of this non-disparagement provision committed by its current Chairman and Vice

Chairmen while still employed with HUNTINGTON can constitute a violation by HUNTINGTON of this non-disparagement obligation.

10. Cooperation Agreement. As a condition of remaining employed with HUNTINGTON during the Period, and of receiving the additional severance benefits specified in Exhibit A, MR. SEIFFERT agrees that during the Period he will comply with any requests from HUNTINGTON as HUNTINGTON's Chairman or Vice Chairman may make of him from time-to-time to work on HUNTINGTON business and/or litigation matters during normal business hours. MR. SEIFFERT further agrees that after the Period terminates, if requested by HUNTINGTON he will make himself reasonably available to consult with HUNTINGTON on business or litigation concerning matters in which he was involved while a HUNTINGTON employee. For any requests made of MR. SEIFFERT under this paragraph, HUNTINGTON agrees to reimburse MR. SEIFFERT for any travel, lodging, long distance phone charges, copying charges, fax charges and meal expenses that MR. SEIFFERT may reasonably incur in providing such consultation, provided HUNTINGTON has pre-approved such expenses in advance. For any such requests of MR. SEIFFERT made after the Period terminates, and except in connection with any federal or state court litigation, arbitration, or administrative proceeding where he is a named party, HUNTINGTON further agrees to pay MR. SEIFFERT One Hundred Forty Dollars ($140.00) per hour on a pro rata hourly basis for any pre-approved time he incurs per a request by HUNTINGTON pursuant to this paragraph.

11. MR. SEIFFERT's Responsibility far Tax and Social Security Liability. MR. SEIFFERT acknowledges and agrees that, except as provided in this Agreement, he is responsible for any and all of his own federal, state and local tax, FICA and/or social security liabilities and consequences which may result from his receipt of the additional severance benefits referenced in Exhibit A, and agrees to hold harmless and indemnify HUNTINGTON against any and all such liabilities or resulting consequences, including assessments, judgments, fines, interests, penalties, costs and reasonable attorney's fees. MR. SEIFFERT further agrees that HUNTINGTON shall not be required to pay any further sums to him for any reason even if the tax and/or social security liabilities and resulting consequences to him are ultimately assessed in a fashion which MR. SEIFFERT does not presently anticipate.

12. Consultation with Counsel. MR. SEIFFERT and HUNTINGTON agree and acknowledge that MR. SEIFFERT has been advised in writing to consult legal counsel concerning the terms of this Agreement prior to executing it, that he has been given up to twenty-one (21) days within which to consider the terms of this Agreement, that pursuant to the Older Workers Benefits Protection Act of 1990, MR. SEIFFERT has seven (7) days following the execution of this Agreement to revoke his acceptance of the Agreement, and that the Agreement shall not become effective or enforceable until the revocation period has expired. MR. SEIFFERT and HUNTINGTON further agree that they have been given the opportunity to fully discuss the terms of this Agreement with their respective attorneys, that this agreement is written in a manner that they both understood, and that they have had the opportunity to fully review with their attorneys the legal claims and rights which are being released and the obligations of each party under this Agreement. Based upon that review and discussion with counsel, MR. SEIFFERT and HUNTINGTON acknowledge that they fully and completely understand and accept the terms of this agreement and enter into it freely, voluntarily and of their own free will.

13. Breach. MR. SEIFFERT and HUNTINGTON agree and acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either party alleges a breach of this Agreement or asserts claims inconsistent with its terms. MR. SEIFFERT and HUNTINGTON further agree that all future disputes they may have concerning their obligations under this Agreement will be submitted to binding arbitration, including any disputes over the enforcement of the terms of this Agreement, excepting only potential claims relating to payment of vested benefits from any HUNTINGTON benefit plan or a request for equitable relief from a court of competent jurisdiction to enjoin an ongoing violation of this

Agreement and to preserve the status quo pending the arbitration proceedings required under this provision. If either party contends that they have a claim of any kind against the other, or that any provisions of this Agreement are not being complied with, written notice of alleged non-compliance shall be given to the other party within thirty (30) calendar days of notice of the alleged dispute or noncompliance. Such notice must be either hand delivered or sent by certified mail to the party's last known address on or before the 30th day. The party receiving such notice shall have five (5) business days from receipt of such written notice to resolve the alleged dispute(s) or noncompliance through mutual efforts of conciliation. The parties may mutually agree in writing upon additional time to endeavor to resolve the alleged dispute(s) or non-compliance. In the event the parties are unable to conciliate the dispute(s) or non-compliance within the five (5) business days mentioned above (or within the additional period of time to which the parties may have mutually agreed), at the conclusion of the five-day business period the parties agree to submit the dispute(s) or issue(s) of non-compliance to binding arbitration, upon the request of either party if made within sixty (60) calendar days starting with the day after the five-day period ends. The binding arbitration shall be administered by the American Arbitration Association ("AAA") under its Employment Dispute Resolution Arbitration Rules. The arbitration shall take place in Columbus, Ohio. The arbitrator's award shall be accepted as final and binding upon the parties. The entire arbitration proceeding and any award or decision relating thereto shall be kept completely confidential by AAA, the arbitrator, the parties and any non-party witnesses. In the event of arbitration instituted under this Agreement, MR. SEIFFERT and HUNTINGTON each shall be responsible for half of the full payment of the arbitrator's fee, as well as the expenses of the arbitration, excluding their own costs and attorney's fees, for which each party shall remain solely responsible. However, the arbitrator has the power to award all or a portion of costs and attorneys' fees to a prevailing party, or to the other party if the arbitrator determines that a party has made a frivolous claim or defense, where the arbitrator decides that such an award is just. In any arbitration instituted under this Agreement, the arbitrator shall have the authority to render a decision in accordance with applicable state and/or federal law and to award any and all appropriate damages including the forfeiture of any monies already paid pursuant to this Agreement, and any other legal or equitable relief, including restitution of the arbitrator's fee to the prevailing party. This agreement to arbitrate may be compelled under the Federal Arbitration Act.

14. Entire Agreement. MR. SEIFFERT and HUNTINGTON agree and acknowledge that this Agreement, together with Exhibits A and B, contain and comprise the entire agreement and understanding between the parties and that no other representation, promise, covenant or agreement of any kind whatsoever has been made to cause either party to execute this Agreement. The parties further agree and acknowledge that the terms of this

Agreement are contractual, and not a mere recital, and the parties intend this Agreement to be a substituted contract, not an executory accord. The parties also agree that the terms of this Agreement shall not be amended or changed except in writing and signed by MR. SEIFFERT and a duly-authorized agent of HUNTINGTON. The parties to this Agreement further agree that this Agreement shall be binding on and inure to the benefit of RONALD J. SEIFFERT and HUNTINGTON BANCSHARES INCORPORATED as defined and described in paragraph 5 of this Agreement.

15. Effective Date. The effective date of this Agreement shall be the eighth day following the date on which MR. SEIFFERT executes this Agreement, unless he revokes his acceptance in accordance with the seven-day revocation period set forth above in this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING SEVERANCE AGREEMENT AND RELEASE AND WAIVFR OF ALL CLAIMS, FULLY UNDERSTAND IT AND HAVE VOLUNTARILY SIGNED THIS AGREEMENT ON THE DATE INDICATED, SIGNIFYING THEREBY THEIR ASSENT TO, AND WILLINGNESS TO BE BOUND BY, ITS TERMS:

3-27-02	/s/ Ronald J. Seiffert
Date	RONALD J. SEIFFERT

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared the above-named RONALD J. SEIFFERT, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Franklin County, Ohio, this 27th day of March, 2002.

/s/ Joyce P. Whitefield

NOTARY PUBLIC

JOYCE P. WHITEFIELD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 10-18-05

HUNTINGTON BANCSHARES INCORPORATED

Date: 3/28/02

By: /s/ Thomas E. Hoaglin
Title: Chairman and CEO

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Huntington Bancshares Incorporated through Thomas E. Hoaglin, its Chairman, who acknowledged that he has full authority to bind and did sign the foregoing instrument for and on behalf of Huntington Bancshares Incorporated, and that the same is the free act and deed of Huntington Bancshares Incorporated, and the free act and deed of him as its agent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Franklin County, Ohio, this 28 day of March, 2002.

/s/ T. Renee Miller

NOTARY PUBLIC

[SEAL] T. RENEE MILLER
Notary Public, State of Ohio
My Commission Expires 03-18-04

Exhibit A

1. During the Period.

   A. During the Period, and provided he is in compliance with his obligations under the Agreement, MR. SEIFFERT ("Executive") will be entitled to:

      1) base salary at his current rate of pay, paid out bi-weekly pursuant to Huntington's normal payroll cycle

      2) continued health and dental insurance coverage at his current employee rates

      3) continued Pension Plan benefit

      4) continued SRIP benefit

      5) exercise stock options

      6) continued participation in Huntington Investment and Tax Savings Plan ("HIP"), and Huntington Supplemental Stock Purchase Plan, including eligibility for company matching contributions in accordance with the terms of the plans

      7) continued life insurance coverage at group rates

      8) continued disability insurance coverage at group rates

2. Additional Severance Benefits.

   A. Provided Executive did not exercise his right to revoke his acceptance of the Agreement and is in compliance with his obligations under the Agreement, Huntington agrees to:

      1) Pay Executive two years of base salary ($790,000), minus applicable withholdings and deductions, to be paid in a lump sum within thirty days of the effective (date of the Agreement.

      2) Allow continued vesting and Executive's right to exercise vested stock options during the Period. Options vesting as of May 17, 2002 (55,000 shares) and May 16, 2002 (23,333 shares) may be exercised at any time during the Period in accordance

with the terms of HUNTINGTON's stock option plan, up to the close of business on the last business day of the Period.

3) Pay Executive a pro-rata payout of LTIP bonus (2000-2002 cycle) for 2000, 2001, and through the effective date of March 31, 2002 at the target payout of 50% of base salary, to be paid in a lump-sum, minus applicable withholdings and deductions, within thirty days of the effective date of the Agreement.

4) Pay Executive a 2002 "MIP-like" payout at the target of 60% on a pro-rata basis through the effective date of March 31, 2002, to be paid in a lump-sum, minus applicable withholdings and deductions, within thirty days of the effective date of the Agreement.

5) Fund Executive's purchase of company vehicle at book value as of March 31, 2002, on a tax neutral basis (putting Executive in the same after-tax position as if this were a nontaxable benefit).

6) Provide Executive with executive outpatient services, or an equivalent resource or service as may be agreed to by HUNTINGTON and Executive, to commence immediately upon the effective date of the Agreement.

7) Submit for approval a resolution of the Board of The Huntington National Bank recognizing Executive's contribution to the Board similar to resolutions that have been traditionally provided for departing board members, and to do so upon the effective date of the Agreement.

8) Provide, upon the effective date of this Agreement, an employment reference letter signed by Tom Hoaglin that is mutually agreeable to the parties.

9) Use its best efforts to sponsor Executive, at his expense, in seeking to obtain his NASD Series 7 license, provided such sponsorship can be accomplished in compliance with and without violating any applicable NASD or HUNTINGTON policies, procedures, or requirements pertaining to such a Section 7 sponsorship.

B. Other: Within thirty days of the termination of the Period, and provided Executive has remained in compliance with the Agreement, HUNTINGTON agrees to:

1) Fund Executive's purchase of COBRA coverage, if Executive elects to receive COBRA coverage, by making a lump-sum payment to Executive equivalent to the difference between the full COBRA premium cost and the Executive's last HUNTINGTON employee co-pay amount on a tax neutral basis (putting Executive in the same after-tax position as if this were a nontaxable benefit).

2) Submit for approval to the Pension Review Committee an additional 3 years of service credited to the SRIP, and to approve such additional years of

service pursuant to the Committee's regularly scheduled meetings and approval process.

3) Transfer membership in New Albany Country Club (if allowable by Club).

4) Have Executive's final personnel record reflect a voluntary resignation.

[LOGO]
Huntington
Banking. Investments. Insurance.

NOTICE OF GRANT OF STOCK OPTION
AND GRANT AGREEMENT

May 24, 2000

Ronald J. Seiffert
Vice Chairman
Huntington Bancshares Incorporated

The Compensation and Stock Option Committee of the Board of Huntington Bancshares Incorporated ("the Huntington"), at its meeting on May 17 2000, granted you an option to purchase 75,000 shares of Huntington Bancshares Incorporated stock, as described below:

Incentive Stock Option Shares Granted	5,871
Nonqualified Stock Option Shares Granted	69,129
Option Price per Share	$17.03125
Total Value of Shares Granted	$1,277,343.75

This option award to you does not only acknowledge your personal contribution to the growth and success of our company, but the Committee was very much influenced by the performance of our company during the most recent past and expressed its desire to continue to improve the company's position relative to its peer group.

This option has been granted from the Huntington Bancshares Incorporated 1994 Stock Option Plan ("the Plan") and will vest in equal increments (with odd shares vesting first, if applicable) on each May 17 of the years 2001 through 2003. Your option to purchase will expire at midnight on May 16, 2010 or upon such earlier expiration date as provided in the Plan, and shall not be exercisable thereafter. This option is subject to all the terms, conditions and limitations of the Plan. Enclosed for your reference is a Plan Summary and an exercise form.

In exchange for receiving and accepting this award (which requires that you sign and return a copy of this Agreement):

You acknowledge and agree that in the performance of your duties of employment with the Huntington you may be in contact with customers, potential customers and/or information about customers or potential customers of the Huntington. You also acknowledge and agree that trade secrets and confidential information of the Huntington, more fully described in paragraph (c) of this Agreement, gained by you during your employment with the Huntington, have been developed by the Huntington through substantial expenditures of time, effort and financial resources and constitute valuable and unique property of the Huntington. You further understand and agree that the foregoing makes it necessary for the protection of the Huntington's businesses that you not divert business or customers from the Huntington and that you maintain the confidentiality and integrity of the Confidential Information as hereinafter defined.

(a) You agree that you will not, during your employment by the Huntington and for a period of one year after such employment ceases, whether voluntarily or involuntarily (the "Business Protection Period"):

(i) solicit or take away any customers or business of the Huntington with whom you have had contact or responsibility during your employment with the Huntington, or attempt to do so, for the sale of any product or service that competes with a product or service offered by the Huntington; or

(ii) solicit or take away any potential customer identified, selected or targeted by the Huntington with whom you have had contact or responsibility during your employment with the Huntington, or attempt to do so, for the sale of any product or service that competes with a product or service offered by Huntington.

Notwithstanding the foregoing provisions of this paragraph, if your employment terminates as a result of a reduction-in-force or, within one year following a change-in-control (as defined in the Plan), your employment terminates voluntarily or due to a reduction-in-force, your obligation under this paragraph (a) will cease as of the date of your termination of employment.

Nothing contained in this paragraph (a) shall preclude you from accepting employment with a company, firm, or business that competes with the Huntington so long as your activities do not violate the provisions of subparagraph (a)(i) and (a)(ii) above or any of the provisions of paragraphs (b) and (c) below.

(b) You agree that you will not directly or indirectly at any time during the Business Protection Period solicit or induce or attempt to solicit or induce any employee, consultant or independent contractor of the Huntington to terminate his or her employment, representation or other association with the Huntington.

(c) You agree that you will keep in strict confidence, and will not, directly or indirectly, at any time during or after the Business Protection

Period, disclose or use (except in the course of performing your duties of employment with the Huntington) any trade secrets or confidential business or technical information of the Huntington or its customers or vendors (the "Confidential Information"), without limitation as to when or how you may have acquired such information. The Confidential Information shall include the whole or any portion of any information or plans, financial information, or listing of names, addresses or telephone numbers, including without limitation, information relating to the Huntington's customers or prospective customers, the Huntington's customer list, contract information including terms, pricing and services provided, information received as a result of customer contacts, the Huntington's products and processing capabilities, methods of operation, business plans, financials or strategy, and agreements to which the Huntington may be a party. The Confidential Information shall not include information that is or becomes publicly available other than as a result of disclosure by you. You specifically acknowledge that the Confidential Information derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use, that reasonable efforts have been put forth by the Huntington to maintain the secrecy of such information, that such information is the sole property of the Huntington and that any retention and use of such information during or after your employment with the Huntington (except in the course of performing your duties of employment with the Huntington) shall constitute a violation of this and a misappropriation of the Huntington's Confidential Information. You further agree that, at the time of termination of your employment you will return to the Huntington, in good condition, all property of the Huntington, including, without limitation, the Confidential Information. In the event that said items are not so returned, the Huntington shall have the right to charge you for all reasonable damages, costs, attorney's fees and other expenses incurred in searching for, taking, removing, and/or recovering such property. In the event that you are advised in writing by your legal counsel that you are required by subpoena or other legal process to disclose any of the Confidential Information, you shall promptly notify the Huntington of this situation and you shall promptly provide the Huntington with a copy of the written advice of legal counsel so that the Huntington may seek a protective order or other appropriate remedy. If a protective order or other appropriate remedy is not obtained in a reasonable period of time, you may furnish only that portion of the Confidential Information that you are advised by your legal counsel is legally required.

(d) For purposes of paragraphs (a), (b), and (c) above, the term "the Huntington" includes Huntington Bancshares Incorporated and any of its direct or indirect subsidiaries, successors, and assigns. The agreements set forth in paragraph (a) supercede this agreement made in paragraph (a) of the prior Stock Option Grant Agreement between you and the Huntington, and paragraphs (a), (b), (c), and this paragraph (d) shall survive any termination, expiration, or cancellation of the option grant evidenced by this Agreement. This Agreement shall be governed by the laws of the State of Ohio, without giving effect to any conflict of law provisions.

If you agree to the provisions and conditions included in this Agreement, you should sign, date and return one copy of this Agreement to Auralee Childs in the enclosed envelope and keep the other copy for your personal file. The option grant evidenced by this Agreement shall, at the discretion of the Committee, be forfeited if it is not signed and returned by June 26, 2000. If you have any questions regarding the administration of the Plan or the exercise of a stock option, please contact Auralee at (614) 480-3832.

/s/ Frank Wobst	May 24, 2000
Frank Wobst Chairman and Chief Executive Officer	Date
/s/ Ronald J. Seiffert	May 26, 2000
Ronald J. Seiffert	Date

EXHIBIT 10 (g)

COMPENSATION COMMITTEE RESOLUTIONS
FEBRUARY 13, 2002

RE:
FIRST AMENDMENT TO THE AMENDED AND RESTATED 1999 INCENTIVE COMPENSATION PLAN

WHEREAS, the Board of Directors of Huntington Bancshares Incorporated (the "Corporation") previously adopted the Amended and Restated 1999 Incentive Compensation Plan (the "Incentive Compensation Plan"), effective for performance cycles beginning January 1, 1999 and thereafter;

WHEREAS, Article 5.2 of the Incentive Compensation Plan provides that potential Awards shall be expressed as a percentage of Base Salary of the participant as of December 31 of each plan year;

WHEREAS, Article 2.1 defines the term "Base Salary" as used in the Incentive Compensation Plan;

WHEREAS, Article 9.1 of the Incentive Compensation Plan provides that this Committee may at any time and from time to time amend the Incentive Compensation Plan; and

WHEREAS, this Committee deems it desirable and in the best interests of the Corporation and the participants to adopt an amendment to the Incentive Compensation Plan to provide that the Base Salary used to determine potential Awards for non-Covered Officers shall be subject to adjustment by the Committee to account for changes in a participant's Base Salary during the applicable year.

NOW, THEREFORE, BE IT RESOLVED, that, effective February 13, 2002, Article 2.1 of the Incentive Compensation Plan shall be amended and that the First Amendment to the Amended and Restated 1999 Incentive Compensation Plan, as presented to this Committee and as indicated on Exhibit A attached hereto, be, and hereby is, adopted and approved.

FURTHER RESOLVED, that the officers of this Corporation be and they hereby are, authorized and directed to do any and all things and to take any and all action which they deem necessary or advisable in order to carry out the intent and purpose of these resolutions.

EXHIBIT A

FIRST AMENDMENT TO THE AMENDED AND RESTATED 1999 INCENTIVE COMPENSATION PLAN

Effective February 13, 2002, Article 2.1 of Amended and Restated 1999 Incentive Compensation Plan is hereby amended by deleting the definition of "Base Salary" in its entirety and replacing it with the following:

> "Base Salary" shall mean the annual cash salary payable to an Officer, excluding bonuses, incentive compensation, stock options, employer contributions to pension and benefit plans, and other forms of irregular payments and deferred compensation; and for purposes of calculating a potential Award for non-Covered Officers pursuant to Section 5.2, shall be subject to adjustment by the Committee in its discretion to account for changes to a non-Covered Officer's Base Salary during the applicable year.

EXHIBIT 10 (h)

COMPENSATION COMMITTEE RESOLUTIONS

AUGUST 15, 2001

RE:
FIRST AMENDMENT TO THE HUNTINGTON BANCSHARES INCORPORATED
2001 STOCK AND LONG-TERM INCENTIVE PLAN

WHEREAS, the Board of Directors of Huntington Bancshares Incorporated (the "Corporation") previously adopted and established The Huntington Bancshares Incorporated 2001 Stock and Long-Term Incentive Plan (the "2001 Plan") which provides for the grant to eligible employees of the Corporation or its subsidiaries of options to purchase shares of common stock, without par value, of the Corporation, grants of restricted stock and grants and payments of other long-term performance awards pursuant to the terms of the 2001 Plan;

WHEREAS, Article 2.2 of the 2001 Plan currently defines "Award Agreement" as an agreement entered into by the Corporation and a participant setting forth the terms and provisions applicable to Awards granted under the 2001 Plan;

WHEREAS, Article 14.1 of the 2001 Plan provides that this Committee may at any time and from time to time amend the 2001 Plan;

WHEREAS, this Committee, for reasons of administrative efficiency, deems it desirable and in the best interests of the Corporation, effective August 15, 2001, to amend Article 2.2 of the 2001 Plan to eliminate the requirement that a participant enter into an Award Agreement with the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that, effective August 15, 2001, Article 2.2 of the 2001 Plan shall be amended to reflect the elimination of the requirement that a participant enter into an Award Agreement with the Corporation and that the First Amendment to the 2001 Plan, as presented to this Committee and as indicated on Exhibit A attached hereto, be, and hereby is, adopted and approved.

FURTHER RESOLVED, that the proper officers of the Corporation are authorized to take such actions or make such findings as determined, in their discretion, to be necessary or beneficial to effectuate these Resolutions.

EXHIBIT A

FIRST AMENDMENT TO THE HUNTINGTON BANCSHARES INCORPORATED
2001 STOCK AND LONG-TERM INCENTIVE PLAN

Effective August 15, 2001, Article 2.2 of the Huntington Bancshares Incorporated 2001 Stock and Long-Term Incentive Plan is hereby amended and restated in its entirety to read as follows:

> 2.2 "Award Agreement" means a written statement prepared by the Corporation setting forth the terms and provisions applicable to Awards granted under this Plan.

EXHIBIT 10 (i)

COMPENSATION COMMITTEE RESOLUTIONS

NOVEMBER 20, 2001

RE:
SECOND AMENDMENT TO THE HUNTINGTON BANCSHARES INCORPORATED
2001 STOCK AND LONG-TERM INCENTIVE PLAN

WHEREAS, the Board of Directors of Huntington Bancshares Incorporated (the "Corporation") previously adopted and established The Huntington Bancshares Incorporated 2001 Stock and Long-Term Incentive Plan (the "2001 Plan") which provides for the grant to eligible employees of the Corporation or its subsidiaries of options to purchase shares of common stock, without par value, of the Corporation, grants of restricted stock and grants and payments of other long-term performance awards pursuant to the terms of the 2001 Plan;

WHEREAS, Article 2.33 of the 2001 Plan provides that Retirement shall mean, in case of a Non-employee Director, retirement from the Board at any time after the Non-employee Director attains age 70 and has served at least 5 years as a Director;

WHEREAS, Article 10 of the 2001 Plan currently permits Participants to name a beneficiary or beneficiaries to whom any Plan benefits may be paid, but only upon approval by the Compensation and Stock Option Committee;

WHEREAS, Article 14.1 of the 2001 Plan provides that this Committee may at any time amend the 2001 Plan;

WHEREAS, this Committee, deems it desirable and in the best interests of the Corporation, effective November 20, 2001, to amend Article 2.33 and Article 10 of the 2001 Plan to change the retirement requirements for a Non-employee Director and to eliminate the need of Committee approval for designating a beneficiary or beneficiaries under the 2001 Plan.

NOW, THEREFORE, BE IT RESOLVED, that, effective November 20, 2001, Article 2.33, Article 6.8 and Article 10 of the 2001 Plan shall be amended to change the retirement requirements for a Non-employee Director and to eliminate the need of Committee approval for designating a beneficiary or beneficiaries under the 2001 Plan and that the Second Amendment to the 2001 Plan, as presented to this Committee and as indicated on Exhibit A attached hereto, be, and hereby is, adopted and approved.

FURTHER RESOLVED, that the proper officers of the Corporation are authorized to take such actions or make such findings as determined, in their discretion, to be necessary or beneficial to effectuate these Resolutions.

EXHIBIT A

SECOND AMENDMENT TO THE HUNTINGTON BANCSHARES INCORPORATED
2001 STOCK AND LONG-TERM INCENTIVE PLAN

Effective November 20, 2001, Article 2.33 of the Huntington Bancshares Incorporated 2001 Stock and Long-Term Incentive Plan is hereby amended and restated in its entirety to read as follows:

> 2.33 "Retirement" shall mean, in the case of an Employee, the retirement from the employ of the Corporation under one or more retirement plans of the Corporation, or as otherwise specified by the Committee, and, in the case of a Non-employee Director, shall mean the retirement from the Board at any time after the Non-employee Director attains age 55 and has served at least 5 years as a Director.

Effective November 20, 2001, Article 10 of the Huntington Bancshares Incorporated 2001 Stock and Long-Term Incentive Plan is hereby amended by deleting the phrase "If permitted by the Committee" from the first sentence of said Article 10.

Effective November 20, 2001, Article 6.8 of the Huntington Bancshares Incorporated 2001 Stock and Long-term Incentive Plan is hereby amended by deleting the 2nd sentence of Article 6.8 and restating the 2nd sentence of Article 6.8 to read as follows:

> "In the event that the employment of a Participant is terminated by reason of death, all such Participant's Options shall become exercisable in full, and the executor or administrator of such Person's estate or a person or persons who have acquired the Option directly from such Participant by bequest, inheritance, or by reason of a written designation as a beneficiary on a form proscribed by the Corporation, shall have until the expiration date of such Option or 13 months after the termination of employment, whichever first occurs, to exercise any Options."

EXHIBIT 99

HUNTINGTON BANCSHARES INCORPORATED
RATIO OF EARNINGS TO FIXED CHARGES
(UNAUDITED)

(in thousands of dollars)	THREE MONTHS ENDED MARCH 31, 2002	2001
EARNINGS:		
Income before taxes	$224,902	$ 93,294
Add: Fixed charges, excluding interest on deposits	44,119	93,342
Earnings available for fixed charges, excluding interest on deposits	269,021	186,636
Add: Interest on deposits	109,967	185,081
Earinings available for fixed charges, including interest on deposits	$378,988	$371,717
FIXED CHARGES:		
Interest expense, excluding interest on deposits	40,803	89,770
Interest factor in net rental expense	3,316	3,572
Total fixed charges, excluding interest on deposits	44,119	93,342
Add: Interest on deposits	109,967	185,081
Total fixed charges, including interest on deposits	$154,086	$278,423
RATIO OF EARNINGS TO FIXED CHARGES		
Excluding interest on deposits	6.10 x	2.00 x
Including interest on deposits	2.46 x	1.34 x