

Registration No. 333 - _____

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

HUNTINGTON BANCSHARES INCORPORATED
(Exact name of Registrant as specified in its charter)

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

Huntington Center
41 South High Street
Columbus, Ohio 43287
(Address of Registrant's principal executive offices)

HUNTINGTON BANCSHARES INCORPORATED
EMPLOYEE STOCK INCENTIVE PLAN
(Full title of the Plan)

Richard A. Cheap, Esq.
General Counsel and Secretary
Huntington Bancshares Incorporated
Huntington Center
41 South High Street
Columbus, Ohio 43287
614/480-4647
(Name, address, including zip code, and telephone
number, including area code, of agent for service)

Copies of Correspondence to:
Mary Beth M. Clary, Esq.
John B. Pisaris, Esq.
Porter, Wright, Morris & Arthur LLP
41 South High Street
Columbus, Ohio 43215

Calculation of Registration Fee

<TABLE>
<CAPTION>

Title of Securities to be registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
<S> Common Stock, without par value.	<C> 4,000,000	<C> \$16.83	<C> \$67,320,000	<C> \$16,090

</TABLE>

- 4,000,000 shares of Common Stock, without par value, have been reserved for issuance under the Huntington Bancshares Incorporated Employee Stock Incentive Plan (the "Plan"). This Registration Statement shall be deemed to cover an indeterminate number of additional shares of Common Stock, without par value, as may be issuable pursuant to future stock dividends, stock splits or similar transactions.
- Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h), based upon the average of the high and low sales prices of our Common Stock as reported on the Nasdaq National Market as of December 7, 2001.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document(s) containing the information concerning the Plan, specified in Part I will be sent or given to Plan participants as specified by Rule 428(b)(1). Such documents are not filed as part of this Registration Statement in accordance with the Note to Part I of the Form S-8 Registration Statement.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 3. Incorporation of Documents By Reference.

The Securities and Exchange Commission allows us to "incorporate by reference" some of our publicly filed documents into this Registration Statement, which means that information included in those documents is considered part of this Registration Statement. The information incorporated by reference is an important part of this Registration Statement and prospectus, and information subsequently filed with the Securities and Exchange Commission will automatically update and supersede some of this information. We incorporate by reference any future filings we make with the Securities and Exchange Commission under Section 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this Registration Statement and before the offering of our common stock under the Plan thereby is completed.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference in this Registration Statement modifies or supersedes the statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

The following documents previously filed by us with the Commission are incorporated by reference:

1. Annual Report on Form 10-K for the fiscal year ended December 31, 2000, filed with the Commission on March 8, 2001;
2. Definitive Proxy Statement on Schedule 14A filed with the Commission on March 12, 2001, in connection with our 35th Annual Meeting of Shareholders;
3. Quarterly Reports on Form 10-Q for the quarter ended March 31, 2000, filed with the Commission on May 15, 2001, for the quarter ended June 30, 2001, filed with the Commission on August 14, 2001, and for the quarter ended September 30, 2001, filed with the Commission on November 14, 2001; and
4. Current Reports on Form 8-K, dated January 18 (two reports), April 10, April 17, April 19, May 22, July 12, July 19, August 16, September 26, and October 16, 2001, to report annual and/or quarterly earnings and certain developments.

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In addition, the description of our common stock and the rights issued under a certain Rights Agreement, dated February 22, 1990, as amended, on August 16, 1995, between us and The Huntington National Bank, as successor to The Huntington Trust Company, National Association, which rights are attached to the common stock, as set forth in Exhibit 1 to Registration Statement on Form 8-A filed with the Securities and Exchange Commission pursuant to Section 12 of the Exchange Act and a Current Report on Form 8-K dated August 16, 1995, and as the same may be updated in any amendment or report filed for the purpose of updating such description, are hereby incorporated by reference. Any person receiving a copy of this Registration Statement may obtain, without charge, upon request, a copy of any of the documents incorporated by reference herein (except for the exhibits to those documents, unless the exhibits are specifically incorporated by reference into such documents). Recipients of this Registration Statement may obtain a copy of each of the above-listed documents at no cost by calling or writing to us at the following address:

Huntington Bancshares Incorporated
Attn: Investor Relations
Huntington Center, HC0635
41 S. High St.
Columbus, Ohio 43287

Telephone requests may be directed to the Huntington Financial Report Request Line at (888) 480-3164.

Additional information about the Plan and its administrators may be obtained at no cost by writing or calling us at the following address and phone number:

Huntington Bancshares Incorporated
Attn: Compensation Manager
Huntington Center, HC0318
41 S. High St.
Columbus, Ohio 43287

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Ernst & Young LLP, independent auditors, have audited our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2000, as set forth in their report, which is incorporated by reference in this registration statement. Our financial statements are incorporated by reference in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

The validity of the shares of our common stock offered by this registration statement has been passed upon for us by Porter, Wright, Morris & Arthur LLP, Columbus, Ohio.

Item 6. Indemnification of Directors and Officers

Our Articles of Incorporation, as amended, provide that we shall indemnify our officers and directors to the full extent of the general laws of the State of Maryland now or hereafter in force, including the advance of expenses

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to our officers and directors. Our obligation to advance expenses incurred by our officers and directors as a result of any threatened, pending or completed action, suit or proceeding, whether it be civil, criminal, administrative or investigative is subject to the procedures provided by Section 2-418 and other sections of the Maryland general corporation law. Our Articles of Incorporation, as amended, also provide that we may indemnify our officers who are not directors to such further extent as shall be authorized by the Board of Directors, provided that such additional indemnification is consistent with the law.

Section 2-418 of the Maryland general corporation law provides, generally, that a corporation may indemnify any officer or director made a party to any proceeding by reason of his or her service in that capacity against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by the officer or director in connection with the proceeding, unless it is proved that the act or omission of the officer or director was material to the cause of action adjudicated in the proceeding and that such act or omission was committed in bad faith or was the result of active and deliberate dishonesty; or the officer or director actually received an improper personal benefit in money, property, or services; or, in the case of any criminal proceeding, the officer or director had reasonable cause to believe that the act or omission was unlawful. Notwithstanding the above, an officer or director may not be indemnified for any judgments, penalties, fines, settlements or expenses arising out of any proceeding brought by or in the right of the corporation, in which such officer or director shall have been adjudged liable to the corporation or any judgments, penalties, fines, settlements or expenses arising out of any proceeding charging improper receipt of a personal benefit by such officer or director.

The termination of any proceeding by judgment, order, or settlement does not create a presumption that the officer or director did not meet the standard of conduct required for such officer or director to be indemnified. However, the termination of any proceeding by conviction, plea of nolo contendere or its equivalent, or the entry of an order of probation prior to judgment, creates a rebuttable presumption that the officer or director did not meet standard of conduct required for such officer or director to be indemnified. Indemnification of an officer or director is not permitted unless authorized for a specific proceeding. Such authorization shall only be given following a determination (1) by a majority of a quorum of directors not at the time parties to the proceeding (or a majority of a committee of two or more such directors designated by the full board); (2) by special legal counsel selected by the board of directors; or (3) by the stockholders, that indemnification is permissible because the officer or director met the standard of conduct required for such officer or director to be indemnified.

The reasonable expenses incurred by an officer or director who is a party to a proceeding may be paid or reimbursed by the corporation in advance of the final disposition of the proceeding upon receipt by the corporation of both a written affirmation by the officer or director of his or her good faith belief that the standard of conduct necessary for indemnification by the corporation has been met, and a written undertaking by or on behalf of the officer or director to repay the amount if it shall be ultimately determined that the standard of conduct has not been met.

The indemnification and advancement of expenses provided or authorized by Section 2-418 are not exclusive of any other rights to which an officer or

director may be entitled both as to action in his official capacity and as to action in another capacity while holding such office.

Pursuant to Section 2-418, a corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or who, while serving in such capacity, is or was at the request of the corporation serving as a director, officer, partner, trustee, employee, or agent of another corporation or legal entity or of an employee benefit plan, against liability asserted against and incurred by such person in any of those capacities or arising out of such person's position, regardless of whether or not the corporation would have the power to indemnify against liability under Section 2-418. A corporation may provide similar protection, including a trust fund, letter of credit, or surety bond, so long as the form of such protection is not inconsistent with Section 2-418. Additionally, a subsidiary or an affiliate of the corporation may provide the insurance or similar protection.

Subject to certain exceptions, our directors and officers and our affiliates are insured to the extent of 100%

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of loss up to a maximum of \$35,000,000 (subject to certain deductibles) in each policy year because of any claim or claims made against them by reason of their wrongful acts while acting in their capacities as such directors or officers and up to a maximum of \$10,000,000 (subject to certain deductibles) in each policy year because of any claim or claims made against them by reason of their wrongful acts while acting in their capacities as fiduciaries in the administration of certain of our employee benefit programs. We are insured, subject to certain retentions and exceptions, to the extent we shall have indemnified our directors and officers for such loss.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Exhibit Description
- - - - -	- - - - -

- 4(a)* Huntington Bancshares Incorporated Employee Stock Incentive Plan effective as of August 15, 2001.
- 4(b) Articles V, VIII and X of Articles of Restatement of Charter, as amended and supplemented (Exhibit 3(i) to Annual Report on Form 10-K for the year ended December 31, 1993, and Exhibit 3(i)(b) to Quarterly Report on Form 10-Q for the quarterly period ended March 31, 1996, 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.
- 4(c) Rights Plan, dated February 22, 1990, between Huntington Bancshares Incorporated and The Huntington Trust Company, National Association (Exhibit 1 to Registration Statement on Form 8-A, filed with the Securities and Exchange Commission on February 22, 1990, and incorporated herein by reference).
- 4(d) Amendment No. 1 to the Rights Agreement, dated August 16, 1995 (Exhibit 4(b) to Form 8-K, dated August 16, 1995, and incorporated herein by reference).
- 5* Opinion of Porter, Wright, Morris & Arthur LLP regarding legality.
- 23 (a)* Consent of Porter, Wright Morris & Arthur LLP (included in Exhibit 5 filed herewith).
- 23(b)* Consent of Ernst & Young LLP.
- 24* Powers of Attorney.

*Filed herewith.

Item 9. Undertakings

We hereby undertake:

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(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933; (ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment

thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement. Provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the Registration Statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by us pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) That, insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of Registrant pursuant to Registrant's indemnification provisions, or otherwise, Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in such Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than payment by Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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Signatures

Pursuant to the requirements of the Securities Act of 1933, Huntington Bancshares Incorporated certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Columbus, State of Ohio, on December 13, 2001.

HUNTINGTON BANCSHARES INCORPORATED

By /s/ Richard A. Cheap

Richard A. Cheap, Secretary and General
Counsel

By /s/ John D. Van Fleet

John D. Van Fleet, Senior Vice President
and Controller (principal accounting
officer)

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<TABLE>

<CAPTION> Signature -----	Title -----	Date -----
<S>	<C>	<C>
*Thomas E. Hoaglin	Chairman, President, Chief Executive Officer, and Director)
-----	(principal executive officer))
Thomas E. Hoaglin)
*Michael J. McMennamin	Vice Chairman and Chief Financial Officer)
-----	(principal financial officer))
Michael J. McMennamin)
*Don M. Casto, III	Director)
-----)
Don M. Casto, III)
*Don Conrad	Director)
-----)
Don Conrad)
*John B. Gerlach, Jr.	Director)
-----)
John B. Gerlach, Jr.)
*Patricia T. Hayot	Director)
-----)
Patricia T. Hayot)
*Wm. J. Lhota	Director)
-----)
Wm. J. Lhota)
*Robert H. Schottenstein	Director)
-----)
Robert H. Schottenstein)
*George A. Skestos	Director)
-----)
George A. Skestos)

December 13, 2001

</TABLE>

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<TABLE>	<C>	<C>
<S>	<C>	<C>
*Lewis R. Smoot	Director)
-----)
Lewis R. Smoot)
*Timothy P. Smucker	Director)
-----)
Timothy P. Smucker)

December 13, 2001

</TABLE>

*By /s/ Richard A. Cheap

Richard A. Cheap, attorney-in-fact
for each of the persons indicated

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Registration No. 333-_____

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT

Under

THE SECURITIES ACT OF 1933

Huntington Bancshares Incorporated

EXHIBITS

EXHIBIT INDEX

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<S>	<C>	<C>
4(a)*	Huntington Bancshares Incorporated Employee Stock Incentive Plan, effective as of August 15, 2001.	
4(b)	Articles V, VIII and X of Articles of Restatement of Charter, as amended and supplemented (Exhibit 3(i) to Annual Report on Form 10-K for the year ended December 31, 1993, and Exhibit 3(i)(b) to Quarterly Report on Form 10-Q for the quarterly period ended March 31, 1996, 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.	
4(c)	Rights Plan, dated February 22, 1990, between Huntington Bancshares Incorporated and The Huntington Trust Company, National Association (Exhibit 1 to Registration Statement on Form 8-A, filed with the Securities and Exchange Commission on February 22, 1990, and incorporated herein by reference).	
4(d)	Amendment No. 1 to the Rights Agreement, dated August 16, 1995 (Exhibit 4(b) to Form 8-K, dated August 16, 1995, and incorporated herein by reference).	
5*	Opinion of Porter, Wright, Morris & Arthur LLP regarding legality.	
23(a)*	Consent of Porter, Wright Morris & Arthur LLP (included in Exhibit 5 filed herewith).	
23(b)*	Consent of Ernst & Young LLP.	
24*	Powers of Attorney.	

</TABLE>

*Filed herewith.

DECEMBER 7, 2001

HUNTINGTON BANCSHARES INCORPORATED
 EMPLOYEE STOCK INCENTIVE PLAN

EFFECTIVE AUGUST 15, 2001

HUNTINGTON BANCSHARES INCORPORATED
 EMPLOYEE STOCK INCENTIVE PLAN

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HUNTINGTON BANCSHARES INCORPORATED
EMPLOYEE STOCK INCENTIVE PLAN

ARTICLE 1. ESTABLISHMENT, EFFECTIVE DATE, AND TERM

1.1 Establishment of the Plan. Huntington Bancshares Incorporated, a Maryland corporation (hereinafter referred to as the "Corporation"), has established an employee stock incentive plan to be known as the "Huntington Bancshares Incorporated Employee Stock Incentive Plan" (hereinafter referred to as the "Plan"), as set forth in this document. The Plan permits the grant of Nonqualified Stock Options to a broad-based group of the Corporation's employees and as such does not require approval by the Corporation's shareholders.

The Plan shall become effective as of August 15, 2001 (the "Effective Date"). The Plan shall remain in effect as provided in Article 1.3 hereof.

1.2 Objectives of The Plan. The objectives of the Plan are to help optimize the profitability and growth of the Corporation through incentives which are consistent with the Corporation's objectives and which link the interests of Participants to those of the Corporation's stockholders; to induce Participants to strive for the highest level of performance; and to promote teamwork among Participants.

The Plan is further intended to assist the Corporation in its ability to motivate, attract, and retain the services of Participants and to allow Participants to share in the success of the Corporation.

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- 1.3 Duration of the Plan. The Plan shall commence on the Effective Date, as described in Article 1.1 hereof, and shall remain in effect, subject to the right of the Board of Directors, or a Committee delegated by the Board, to amend or terminate the Plan at any time pursuant to Article 10 hereof. However, in no event may an Award be granted under the Plan on or after August 14, 2011.

ARTICLE 2. DEFINITIONS

Whenever used in the Plan, the following terms shall have the meanings set forth below, and when the meaning is intended, the initial letter of the word shall be capitalized:

- 2.1 "Award" means, individually or collectively, a grant under this Plan of Nonqualified Stock Options.
- 2.2 "Award Date" means a date established from time-to-time by the Committee when Participants are entitled to receive an Option. The initial Award Date shall be September 4, 2001.
- 2.3 "Board" or "Board of Directors" means the Board of Directors of the Corporation.
- 2.4 "Business Day" means a day when the NASDAQ National Market or such other established market on which the shares are traded is open for business and the Shares are traded.

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- 2.5 "Change In Control" means any of the following events:
- (a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act as in effect as of the date of this Agreement), other than the Corporation or any "person" who as of the Effective Date is a director or officer of the Corporation or whose Shares are treated as "beneficially owned" (as such term is used in Rule 13d-3 of the Exchange Act as in effect as of the Effective Date) by any such director or officer, becomes the "beneficial owner," directly or indirectly, of securities of the Corporation representing twenty-five percent (25%) or more of the combined voting power of the Corporation's then outstanding securities;
- (b) individuals who, as of the Effective Date, constitute the Board of Directors of the Corporation (the "incumbent board") cease for any reason to constitute at least a majority of the Board, provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election, was approved by a vote of at least a majority of the directors comprising the "incumbent board" shall be considered as though such individual were a member of the "incumbent board," but excluding for this purpose any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board;
- (c) a merger or consolidation of the Corporation, other than a merger or consolidation in which the voting securities of the Corporation immediately prior to the merger or consolidation continue to represent (either by remaining outstanding or being converted into securities of the surviving entity) fifty-one

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percent (51%) or more of the combined voting power of the Corporation or surviving entity immediately after the merger or consolidation with another entity;

- (d) a sale, exchange, lease, mortgage, pledge, transfer, or other disposition (in a single transaction or a series of related transactions) of all or substantially all of the assets of the Corporation which shall include, without limitation, the sale of assets or earning power aggregating more than fifty percent (50%) of the assets or earning power of the Corporation on a consolidated basis;
- (e) a liquidation or dissolution of the Corporation;
- (f) a reorganization, reverse stock split, or recapitalization of the

Corporation which would result in any of the foregoing; or

(g) a transaction or series of related transactions having, directly or indirectly, the same effect as any of the foregoing.

2.6 "Code" means the Internal Revenue Code of 1986, as amended from time-to-time.

2.7 "Committee" means the Compensation and Stock Option Committee of the Board.

2.8 "Corporation" means Huntington Bancshares Incorporated, a Maryland corporation, together with any and all Subsidiaries, and any successor thereto as provided in Article 13 herein.

2.9 "Date of Exercise" means the date the Participant irrevocably elects to exercise his Option by notice given to the person or agent designated by the Committee as

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administering the exercise of Options, in accordance with Committee procedures for exercising Options.

2.10 "Effective Date" shall have the meaning ascribed to such term in Article 1.1 hereof.

2.11 "Employee" means any common law employee on the payroll records of the Corporation and is not covered by a collective bargaining agreement, except an "Employee" shall not include the following:

(a) any employee designated to be terminated as part of the Florida branch divestiture;

(b) any employee of J. Rolfe Davis;

(c) any officer of the Corporation for purposes of Section 16 of the Exchange Act;

(d) any inactive employee on a leave of absence other than a leave expressly protected by law, such as FMLA or military leave; and

(e) any seasonal, temporary or transition pay employee.

Any person not on the payroll records of the Corporation as a common law employee is excluded from the definition of Employee regardless of whether such person's employment status is recharacterized by any court or governmental agency.

2.12 "Exchange Act" means the Securities Exchange Act of 1934, as amended from time-to-time, or any successor act thereto.

2.13 "Fair Market Value" shall be, on any given date, the closing price at which a Share was sold on the NASDAQ National Market or such other established securities market on

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which the Shares are traded or, if such date is not a Business Day, then the Business Day immediately preceding such date, except for the purpose of determining the consecutive Business Day period under Article 2.18. In any other situation not covered by the foregoing, "fair market value" shall be determined in good faith by the Committee, using principles consistent with the intent and purpose of Code Section 422 and the regulations issued pursuant thereto.

2.14 "Nonqualified Stock Option" means an Option to purchase Shares which is not intended to meet the requirements of Code Section 422.

2.15 "Notice of Option Grant" means a notice mailed by the Corporation notifying each Participant of his Award, which Notice of Option Grant shall:

(a) incorporate by reference the terms and provisions of the Plan;

(b) shall contain such terms and conditions on exercisability of Options granted thereunder as the Committee shall determine; and

(c) be sent to each Participant as soon as practicable after the applicable Award Date.

2.16 "Option" means a Nonqualified Stock Option to purchase Shares granted to a Participant pursuant to this Plan.

2.17 "Option Price" means the price at which a Share may be purchased by a Participant pursuant to an Option as established under Article 6.3.

- 2.18 "Part-time Employee" means for the purposes of this Plan an Employee who is a class code P-3 or P-4 Employee.
- 2.19 "Participant" means an Employee who has an outstanding Award granted under the Plan.
- 2.20 "Performance Targets" means the performance objectives established by the Committee that the Shares must meet for an Option to be exercisable prior to five (5) years following the Award Date. Subject to the terms of this Plan, the Committee may establish these performance objectives based on the Fair Market Value of the Shares exceeding by at least a stated percentage or a set dollar amount, the Option price, and the number of consecutive business days that the Fair Market Value must be maintained or exceeded. Any non-Business Day will not be considered in determining consecutive Business Days. The Performance Targets for the Awards made on the initial Award Date require:
- (a) that the Share's Fair Market Value reach an amount targeted by the Committee on that Award Date which is one hundred and forty percent (140%) of the Fair Market Value on that Award Date rounded to the nearest whole dollar, and
 - (b) that targeted Fair Market Value is maintained for five (5) consecutive Business Days.

In the event of any adjustment in authorized Shares as provided in Article 4.3, a corresponding adjustment will be made to Fair Market Value in the manner provided by Article 4.3.

- 2.21 "Plan" shall have the meaning ascribed to such term in Article 1.1.
- 2.22 "Retirement" means, in the case of an Employee, the retirement from the employ of the Corporation under one or more of the retirement plans of the Corporation, or as otherwise specified by the Committee.
- 2.23 "Shares" means the shares of common stock of the Corporation.
- 2.24 "Subsidiary" or "Subsidiaries" means any corporation or other entity whose financial statements are consolidated with the Corporation.

ARTICLE 3. ADMINISTRATION

- 3.1 The Committee. The Plan shall be administered by the Committee. A majority of the Committee shall constitute a quorum at any meeting thereof (including by telephone conference) and the acts of a majority of the members present, or acts approved in writing by a majority of the entire Committee without a meeting, shall be the acts of the Committee for purposes of this Plan. The Committee may authorize one or more of its members or an officer of the Company to execute and deliver documents on behalf of the Committee. A member of the Committee shall not exercise any discretion respecting himself under the Plan. The Board shall have the authority to remove, replace or fill any vacancy of any member of the Committee upon notice of the Committee and the affected member. Any member of the Committee may resign upon notice to the Board.

- 3.2 Authority of the Committee. Except as limited by law or by the Charter or Bylaws of the Corporation, and subject to the provisions herein, the Committee shall have full power to determine the Employees eligibility to participate in the Plan; determine the sizes and types of Awards; determine the terms and conditions of Awards in a manner consistent with the Plan; construe and interpret the Plan and any agreement or instrument entered into under the Plan as they apply to Participants; establish, amend, or waive rules and regulations for the Plan's administration as they apply to Participants; and (subject to the provisions of Article 10 herein) amend the terms and conditions of any outstanding Award to the extent such terms and conditions are within the discretion of the Committee as provided in the Plan. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect. Further, the Committee shall make all other determinations which may be necessary or advisable for the administration of the Plan. The Committee may allocate among one or more of its members, or may delegate to one or more of its agents, such duties and responsibilities as it determines, except for any authority under Article 10.
- 3.3 Decisions Binding. All determinations and decisions made by the Committee pursuant to the provisions of the Plan and all related orders and resolutions of the Board shall be final, conclusive, and binding on all

persons, including the Corporation, its stockholders, Employees, Participants, and their estates and beneficiaries.

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- 3.4 Expenses. The Corporation shall bear the expenses of Plan Administration except the Participant will pay any transaction, brokerage, or Securities and Exchange Commission fees payable on the exercise of an Option.

ARTICLE 4. SHARES SUBJECT TO THE PLAN AND MAXIMUM AWARDS

- 4.1 Number of Shares Available for Grants. Subject to adjustment as provided in Article 4.3 herein, the number of Shares hereby reserved for issuance to Participants under the Plan shall be four million (4,000,000) Shares. For purposes of computing the maximum number of shares that may be issued under the Plan, if Shares are tendered in payment of all or a portion of the Option Price, then the number of Shares issued in connection with such exercise is the number of Shares subject to Option that was exercised, net of the number tendered in payment.
- 4.2 Lapsed Awards. If any Award granted under this Plan terminates, expires, or lapses for any reason, any Shares subject to such Award shall again be available for a grant of an Award under the Plan.
- 4.3 Adjustments in Authorized Shares. In the event of any change in the number of outstanding Shares through the declaration and payment of a stock dividend or stock split, spin off, merger, or other reorganization, or through any recapitalization resulting in the combination or exchange of Shares in which the Corporation does not receive any consideration, a corresponding adjustment shall be made in the number of Shares which may be delivered under Article 4.1, in the number and/or price of Shares subject to outstanding Awards granted under the Plan; provided, however, that the number of

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Shares subject to any Award shall always be a whole number (by rounding down); provided, further, that the Committee shall, in its sole discretion, make any further adjustments as are necessary to prevent dilution or enlargement of rights.

ARTICLE 5. ELIGIBILITY AND PARTICIPATION

Each Employee or Part-time Employee shall be entitled to receive an Option under the Plan at the initial Award Date. Each Employee or Part-time Employee may be entitled to receive an Option under the Plan on such later Award Dates as determined by the Committee.

ARTICLE 6. STOCK OPTIONS

- 6.1 Granting of Options. On the initial Award Date, each Employee other than a Part-time Employee shall receive an Option to purchase four hundred (400) Shares at an Option Price equal to the Fair Market Value of the Shares on the initial Award Date. On the initial Award Date, each Part-time Employee shall receive an Option to purchase two hundred (200) Shares at an Option Price equal to the Fair Market Value of the Shares on the initial Award Date. After the initial Award Date, the Committee shall select the number for Shares available for subsequent Awards to Employees and Part-time Employees.
- 6.2 Notice of Option Grant. Each Option grant shall be evidenced by Notice of Option Grant that specifies the Option Price, the duration of the Option, the number of Shares to which the Option pertains, the date of grant, the Performance Targets, and such other provisions as the Committee shall determine. No award agreements will be issued with respect to Options granted under this Plan.

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- 6.3 Option Price. The Option Price shall be one hundred percent (100%) of the Fair Market Value of a Share on the Award Date.
- 6.4 Vesting. Options shall be fully vested and exercisable as of the earlier of:
- (a) the fifth (5th) anniversary of the Award Date for the Option;
 - (b) the first day occurring after the Award Date for the Option on which the Performance Targets are met;
 - (c) a Change in Control as provided in Article 9; or
 - (d) the Retirement of a Participant.
- 6.5 Duration of Options. Each Option granted to an Employee shall expire at

such time as the Committee shall determine at the time of grant; provided, however, that no Option shall be exercisable on or later than the tenth (10/th/) anniversary of the Award.

6.6 Exercise of Options. An Option shall be deemed to be exercised on the Date of Exercise. Except as otherwise provided in this Plan, Options shall be exercisable, in whole or in part, at such times and be subject to such restrictions as set forth in the applicable Notice of Option Grant.

6.7 Payment. Options shall be exercised by the delivery of irrevocable instructions, to the Corporation or its designated agent, setting forth the number of Shares with respect to which the Option is to be exercised.

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- (a) The Option Price upon exercise of any Option shall be payable to the Corporation in full either:
 - (i) in cash;
 - (ii) by tendering previously acquired Shares, including by attestation, having an aggregate Fair Market Value at the time of exercise equal to the total Option Price (provided that the Shares which are tendered must have been held by the Participant for at least six (6) months prior to their tender);
 - (iii) by a combination of (i) and (ii);
 - (iv) by delivering a properly executed exercise notice together with irrevocable instructions (which may be by the use of a telephone or other means of electronic communication) to a broker to deliver promptly to the Corporation the amount of sale or loan proceeds to pay the Option Price (a "cashless exercise"), as permitted under the Federal Reserve Board's Regulation T, subject to applicable securities law restrictions (which means the Corporation may facilitate by entering into agreements for coordinated procedures with one or more brokerage firms); or
 - (v) by any other means which the Committee determines to be consistent with the Plan's purpose and applicable law.
- (b) The value of Shares surrendered in payment of the Option Price shall be equal to the Fair Market Value of the Option Price on the Date of Exercise. Upon receipt of such notice of exercise of an Option and upon payment of the Option Price by a method other than a cashless exercise, the Corporation or its designated agent shall promptly deliver to the Participant a certificate or certificates (or other

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equivalent evidence of ownership used by the Corporation) for the Shares purchased, subject to any transaction, brokerage, or Securities and Exchange Commission fees.

6.8 Restrictions on Share Transferability. In addition to the foregoing, the Committee may impose such restrictions on any Shares acquired pursuant to the exercise of an Option as it may deem advisable, including, without limitation, restrictions under applicable Federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such Shares.

6.9 Exercise Upon Termination of Employment. Options that had not previously become exercisable pursuant to Article 6.4 shall expire upon termination of employment. Options held by a Participant that have become exercisable pursuant to Article 6.4 shall expire as of the earliest to occur of the following:

- (a) Ten (10) years following the Option's Award Date.
- (b) Where termination of employment of a Participant is due to Retirement, except as set forth below in subsection (c), all of his Options that were exercisable at the time of Retirement may be exercised up to ten (10) years from the Option's Award Date.
- (c) Where termination of employment of a Participant is due to death, or where a Participant dies after Retirement, all of his Options that were exercisable at the time of death may be exercised by the Participant's beneficiary or beneficiaries hereunder for two (2) years following the date of death.

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- (d) In the event a Participant's employment with the Corporation is terminated for any reason other than as stated in the preceding

subsections (b) and (c), his exercisable Options shall terminate upon the termination of employment.

- (e) The original expiration date for the Options as designated by the Committee as provided in Article 6.5.

In addition to the foregoing, the Committee may include such provisions in the Notice of Option Grant as it deems advisable (which may be more restrictive than described above), which provisions shall be uniform among all Options issued at the same Award Date, and which may reflect distinctions based on the reasons for termination of employment.

6.10 Nontransferability of Options. No Option granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by a Participant, other than by will or by the laws of descent and distribution. Further, all Options granted to a Participant under the Plan shall be exercisable during his or her lifetime only by such Participant.

6.11 Source of Shares. Upon the exercise of an Option for Shares, the Corporation or its agent shall deliver to the Participant Shares which may be either authorized and unissued Shares or authorized and issued Shares held in the Corporation's treasury or issued and outstanding shares of Common Stock held by any employee stock benefit trust established by the Corporation.

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ARTICLE 7. BENEFICIARY DESIGNATION

The Participant's beneficiary or beneficiaries to whom any benefit under the Plan is to be paid in case of his death before he receives any or all of such benefit will be the Participant's beneficiary or beneficiaries under the Employee group life insurance program of the Corporation as validly designated by the Participant. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

ARTICLE 8. RIGHTS OF EMPLOYEES AND SHAREHOLDERS

8.1 Employment. Nothing in the Plan shall interfere with or limit in any way the right of the Corporation to terminate any Participant's employment at any time, with or without cause, nor confer upon any Participant any right to continue in the employ of the Corporation.

8.2 Rights of a Shareholder. No Participant shall have any rights as a shareholder until full payment has been made for Shares purchased by such Participant hereunder, all required income, Social Security and Medicare withholding requirements have been satisfied, and a Share certificate (or other equivalent evidence of ownership used by the Corporation) therefor is actually issued to such Participant. No adjustment will be made for dividends or other rights as to which the record date is prior to the date of such issuance, except as may otherwise be determined by the Committee, in its sole discretion, in the event that a dividend is payable during the final month of the Plan.

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ARTICLE 9. CHANGE IN CONTROL

9.1 Treatment of Awards. Notwithstanding any provision in this Plan to the contrary, upon the occurrence of a Change in Control, unless otherwise specifically prohibited under applicable laws, or by the rules and regulations of any governing governmental agencies or national securities exchanges, any and all Options granted hereunder shall become immediately exercisable in full, and all such Options shall remain within the provisions of this Plan.

9.2 Termination, Amendment, and Modifications of Change In Control Provisions. Notwithstanding any other provision of this Plan, the provisions of this Article 9 may not be terminated, amended, or modified on or after the date of a Change in Control to affect adversely any Award theretofore granted under the Plan without the prior written consent of the Participant with respect to said Participant's outstanding Awards.

ARTICLE 10. AMENDMENT, MODIFICATION, AND TERMINATION

Subject to Article 9.2 herein, the Board or Committee may at any time and from time-to-time, alter, amend, suspend, or terminate the Plan in whole or in part. However, the Committee shall not have the authority to:

- (a) change the total number of shares available for grants as set forth in Article 4.1,
- (b) change the minimum Option Price of an Option as set forth in Article 6.3,

- (c) change eligible Participants to receive Awards, or
- (d) reprice or alter the Option Price of Options.

The termination or amendment of the Plan shall not, without the Participant's consent, adversely affect such Participant's rights under an Option previously granted.

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ARTICLE 11. WITHHOLDING

- 11.1 Tax Withholding. The Corporation shall have the power and the right to deduct or withhold, from other earnings due to a Participant and/or require a Participant to remit to the Corporation, an amount sufficient to satisfy Federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Plan.
- 11.2 Share Withholding. With respect to withholding required upon the exercise of Options or upon any other taxable event arising as a result of Awards granted hereunder, Participants may elect to satisfy the Federal, state, and local tax withholding requirement, in whole or in part, by (a) having the Corporation withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory tax withholding rate which could be withheld on the transaction or (b) the delivery of Shares that have been held for a minimum of six months to the Corporation (including attestation) having a Fair Market Value equal to the amount of the tax withholding obligations related to the transaction. All such elections shall be irrevocable, made in writing, signed by the Participant, and shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate. Delivery or withholding of fractional Shares shall not be permitted.

ARTICLE 12. INDEMNIFICATION

Each person who is or shall have been a member of the Committee, of the Board or their agents, shall be indemnified and held harmless by the Corporation against and from any loss,

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cost, liability, or expense that may be imposed upon or reasonably incurred by him in connection with or resulting from any claim, action, suit, or proceeding to which he may be a party or in which he may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him in settlement thereof, with the Corporation's approval, or paid by him in satisfaction of any judgement in any such action, suit, or proceeding against him, provided he shall give the Corporation an opportunity at its own expense, to handle and defend the same before he undertakes to handle and defend it on his own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Corporation's Charter or Bylaws, as a matter of law, or otherwise, or any power that the Corporation may have to indemnify them or hold them harmless.

ARTICLE 13. SUCCESSORS

All obligations of the Corporation under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Corporation, whether the existence of such successor is the result of a direct or indirect purchase of all or substantially all of the business and/or assets of the Corporation, or a merger, consolidation, or otherwise.

ARTICLE 14. UNFUNDED PLAN

The Plan shall be unfunded and the Corporation shall not be required to segregate any assets that may at any time be represented by Awards under the Plan. Any liability of the Company to any person with respect to any Awards under the Plan shall be based solely upon any contractual obligations that may be effected pursuant to the Plan. Except as provided herein, no such obligation of the Corporation shall be deemed to be secured by any pledge of, or other

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encumbrance on, any property of the Corporation. The proceeds received by the Corporation from the issuance of Shares pursuant to the exercise of Options will be used for general Corporation purposes.

ARTICLE 15. LEGAL CONSTRUCTION

- 15.1 Gender and Number. Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine; the plural shall include the singular and the singular shall include the plural.

- 15.2 Severability. In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.
- 15.3 Requirements of Law. The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- 15.4 Governing Law. To the extent not preempted by Federal law, the Plan, and all agreements hereunder, shall be construed in accordance with and governed by the laws of the State of Ohio.

PORTER, WRIGHT, MORRIS & ARTHUR LLP
41 South High Street
Columbus, Ohio 43215-6194
Telephone: 614/227-2000
Facsimile: 614/227-2100

December 13, 2001

Huntington Bancshares Incorporated
Huntington Center
41 S. High St.
Columbus, Ohio 43287

Re: Registration Statement on Form S-8
Huntington Bancshares Incorporated Employee Stock Incentive Plan (the
"Plan")

Gentlemen:

We have acted as counsel for Huntington Bancshares Incorporated, a Maryland corporation ("Huntington"), in connection with the Registration Statement on Form S-8 (the "Registration Statement"), filed by Huntington with the Securities and Exchange Commission under the Securities Act of 1933, as amended, with respect to the registration of 4,000,000 shares of Huntington common stock, without par value (the "Shares"), to be issued under the Plan.

In connection with this opinion, we have examined such corporate records, documents, and other instruments of the registrant as we have deemed necessary.

Based on the foregoing, we are of the opinion that the Shares will, when issued and paid for in accordance with the provisions of the Plan, be legally issued, fully paid and nonassessable, and entitled to the benefits of the Plan.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ PORTER, WRIGHT, MORRIS & ARTHUR LLP

PORTER, WRIGHT, MORRIS & ARTHUR LLP

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement on Form S-8 pertaining to the Huntington Bancshares Incorporated Employee Stock Incentive Plan and to the incorporation by reference therein of our report dated January 18, 2001, with respect to the consolidated financial statements of Huntington Bancshares Incorporated included in its Annual Report (Form 10-K) for the year ended December 31, 2000, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Columbus, Ohio
December 13, 2001

POWER OF ATTORNEY

(Re: Employee Stock Incentive Plan)

Each of the undersigned officers and directors of Huntington Bancshares Incorporated (the "Corporation") hereby appoints Richard A. Cheap, Thomas E. Hoaglin, and Michael J. McMennamin, as his attorneys, and any of them, with power to act without the others, as his attorney, to sign, in his name and on his behalf, and in any and all capacities stated below, and to cause to be filed with the Securities and Exchange Commission (the "Commission"), the Corporation's Registration Statement on the appropriate form (the "Registration Statement") for the purpose of registering under the Securities Act of 1933, as amended, a maximum of 12,400,000 authorized and unissued shares of the common stock, without par value, of the Corporation (as such number of shares may be adjusted from time to time for stock dividends, stock splits, or similar transactions affecting the common stock of the Corporation generally), in connection with the Corporation's Employee Stock Incentive Plan, and any and all amendments, including post-effective amendments, to the Registration Statement, hereby granting to such attorneys, and to each of them, individually, full power and authority to do and perform in the name and on behalf of each of the undersigned, and in any and all such capacities, every act and thing whatsoever necessary to be done in and about the premises as fully as any of the undersigned could or might do in person, hereby granting to each such attorney-in-fact full power of substitution and revocation and hereby ratifying all that any such attorney-in-fact or his substitute may do by virtue hereof.

In Witness Whereof, the undersigned have signed these presents as of the dates indicated next to their respective signatures below.

<TABLE>
<CAPTION>

Signature: -----	Title: -----	Date: ----
<S> /s/ Franck Wobst ----- Frank Wobst	<C> Chairman and Director	<C> August 15, 2001
/s/ Thomas E. Hoaglin ----- Thomas E. Hoaglin	Chief Executive Officer, President, and Director (principal executive officer)	August 15, 2001
</TABLE>		
<TABLE> <S> /s/ Michael J. McMennamin ----- Michael J. McMennamin	<C> Executive Vice President and Chief Financial Officer (principal financial officer and principal accounting officer)	<C> August 15, 2001
/s/ Don Conrad ----- Don Conrad	Director	August 15, 2001
/s/ Don M. Casto III ----- Don M. Casto III	Director	August 15, 2001
/s/ John B. Gerlach, Jr. ----- John B. Gerlach, Jr.	Director	August 15, 2001
/s/ Patricia T. Hayot ----- Patricia T. Hayot	Director	August 15, 2001
/s/ Wm. J. Lhota ----- Wm. J. Lhota	Director	August 15, 2001
/s/ Robert H. Schottenstein ----- Robert H. Schottenstein	Director	August 15, 2001
/s/ George A. Skestos ----- George A. Skestos	Director	August 15, 2001

/s/ Lewis R. Smoot, Sr.

Lewis R. Smoot, Sr.

Director

August 15, 2001

/s/ Timothy P. Smucker

Timothy P. Smucker
</TABLE>

Director

August 15, 2001