

**UNITED STATES
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
(State or other jurisdiction
of incorporation or organization)

31-0724920
(I.R.S. Employer
Identification No.)

Huntington Center
41 South High Street
Columbus, Ohio 43287
(Address, including zip code, of principal executive offices)

Inducement Grants

(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
614/480-8300
(Name, address, and telephone number,
including area code, of agent for service)

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer
(Do not check if a smaller reporting company)

Smaller reporting company

Calculation of Registration Fee

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
Common Stock, \$0.01 par value, to be issued under four inducement grants	1,147,553	\$4.04	\$4,636,114.12	\$258.70

(1) Pursuant to Rule 416(a) of the Securities Act of 1933 (the "Securities Act"), this Registration Statement shall be deemed to cover an indeterminate number of additional shares of Common Stock that become issuable under the Inducement Grants by reason of any future stock dividends, stock splits or similar transactions.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) of the Securities Act, based upon the average of the high and low sales prices of our Common Stock as reported on the Nasdaq Global Select Market as of September 2, 2009.

INTRODUCTION

Between January 14, 2009 and July 8, 2009, Huntington issued equity compensation inducement grants to each of Stephen D. Steinour, Randall G. Stickler, Mark E. Thompson and Kevin M. Blakely, outside of the Huntington's shareholder approved 2007 Stock and Long-Term Incentive Plan and shareholder approved Amended and Restated 2007 Stock and Long-Term Incentive Plan.

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 REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents By Reference.

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

1. Annual Report on Form 10-K for the fiscal year ended December 31, 2008;
2. Proxy Statement dated March 10, 2009, in connection with our 2009 Annual Meeting of Shareholders;
3. Quarterly Reports on Form 10-Q for the quarters ended March 31, 2009 and June 30, 2009;
4. Current Reports on Form 8-K filed on January 16, 2009, January 22, 2009, January 23, 2009, February 4, 2009, February 18, 2009, March 24, 2009 and March 25, 2009, March 30, 2009, April 6, 2009, April 24, 2009, May 8, 2009, May 21, 2009 (except for the furnished portions), June 5, 2009, June 9, 2009, June 11, 2009, June 12, 2009 (as amended) and September 3, 2009, to report annual and/or quarterly earnings and certain other developments disclosed therein; and
5. The description of our common stock, which is registered under Section 12 of the Securities Exchange Act, in our Form 8-A filed with the SEC on April 28, 1967, including any subsequently filed amendments and reports updating such description.

Notwithstanding the foregoing, we are not incorporating any document or information deemed to have been furnished and not filed in accordance with SEC rules.

We also incorporate by reference any future filings we make with the Securities and Exchange Commission under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, until we file a post-effective amendment which indicates that all of the securities offered by the prospectus have been sold or which deregisters all securities then remaining unsold. 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.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers.

The charter of Huntington Bancshares Incorporated provides that it shall indemnify its directors to the full extent of the general laws of the State of Maryland now or hereafter in force, including the advance of expenses to directors subject to procedures provided by such laws; its officers to the same extent it shall indemnify its directors; and its officers who are not directors to such further extent as shall be authorized by the Board of Directors and be consistent with Maryland law.

Section 2-418 of the Maryland General Corporation law provides, in substance, that a corporation may indemnify any present or former director or officer, or any individual who, while a director or officer of the corporation and at the request of the corporation, has served another enterprise as a director, officer, partner, trustee, employee or agent who is made, or threatened to be made, a party to any proceeding by reason of service in that capacity against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by the director or officer in connection with the proceeding, unless it is proved that (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty; (b) the director or officer actually received an improper personal benefit in money, property, or services; or, (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. Notwithstanding the above, a director or officer may not be indemnified in respect of any proceeding, by or in the right of the corporation, in which such director or officer shall have been adjudged liable to the corporation or in respect of any proceeding charging improper receipt of a personal benefit unless in either case a court orders indemnification and then only for expenses.

Termination of any proceeding by judgment, order, or settlement does not create a presumption that the director or officer did not meet the requisite standard of conduct. Termination of any proceeding by conviction, plea of *nolo contendere* or its equivalent, or entry of an order of probation prior to judgment, creates a rebuttable presumption that the director or officer did not meet the requisite standard of conduct. The corporation may not choose to indemnify the director or officer unless the indemnification is authorized for a specific proceeding, after a determination that indemnification is permissible because the requisite standard of conduct has been met (1) by a majority of a quorum of directors not, at the time, parties to the proceeding (or if such a quorum cannot be obtained, then by a majority of a committee of one or more such directors designated by a majority of the full board); (2) by special legal counsel selected by the board of directors; or (3) by the stockholders (other than stockholders who are also directors or officers who are parties to the proceeding).

Section 2-418 provides that, unless otherwise limited by charter, a present or former director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he is made party by reason of his service as a director or officer shall be indemnified against reasonable expenses incurred by the director or officer in connection with the proceeding. Additionally, the statute provides that a court of appropriate jurisdiction, upon application of a director or officer and such notice as the court shall require, may order indemnification in the following circumstances: (1) if it determines a director or officer is entitled to reimbursement pursuant to a director's or officer's success, on the merits or otherwise, in the defense of any proceeding he is made a party by reason of his service as a director or officer, the court shall order indemnification, in which case the director or officer shall be entitled to recover the expenses of securing such reimbursement; or (2) if it determines that a director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, the court may order such indemnification as the court shall deem proper. However, indemnification with respect to any proceeding by or in the right of the corporation or in which liability shall have been adjudged in the case of a proceeding charging improper personal benefit to the director or officer, shall be limited to expenses.

The reasonable expenses incurred by a director or officer 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 director or officer of his 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 director or officer 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 a director or officer 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 such capacity or arising out of such person's position, 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, which is not inconsistent with Section 2-418. A subsidiary or an affiliate of the corporation may provide the insurance or similar protection.

The foregoing is only a general summary of certain aspects of Maryland law dealing with indemnification of directors and officers and does not purport to be complete. It is qualified in its entirety by reference to the relevant statutes, which contain detailed specific provisions regarding the circumstances under which and the persons for whose benefit indemnification shall or may be made.

Subject to certain exceptions, the directors and officers of Huntington Bancshares Incorporated and its affiliates are insured (subject to certain maximum amounts and 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 or while acting in their capacities as fiduciaries in the administration of certain of Huntington Bancshares Incorporated's employee benefit programs. Huntington Bancshares Incorporated is insured, subject to certain retentions and exceptions, to the extent it shall have indemnified the directors and officers for such loss.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

Reference is made to the information contained in the Exhibit Index filed as part of this Registration Statement.

Item 9. Undertakings.

We hereby undertake:

(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.

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 September 4, 2009.

HUNTINGTON BANCSHARES INCORPORATED

By: /s/ Richard A. Cheap
Richard A. Cheap, Secretary and General Counsel

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.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Stephen D. Steinour*</u> Stephen D. Steinour	Chairman, Chief Executive Officer, President, and Director (Principal Executive Officer))))
<u>/s/ Donald R. Kimble*</u> Donald R. Kimble	Chief Financial Officer, Senior Executive Vice President, and Treasurer (Principal Financial Officer)))))
<u>/s/ Thomas P. Reed*</u> Thomas P. Reed	Senior Vice President and Controller (Principal Accounting Officer)))

Signature	Title	Date
<u>/s/ Don M. Casto, III*</u> Don M. Casto, III	Director	September 4, 2009
)	
<u>/s/ Michael J. Endres*</u> Michael J. Endres	Director	
)	
<u>/s/ Marylouise Fennell</u> Marylouise Fennell	Director	
)	
<u>/s/ John B. Gerlach, Jr.*</u> John B. Gerlach, Jr.	Director	
)	
<u>/s/ D. James Hilliker</u> D. James Hilliker	Director	
)	
<u>/s/ David P. Lauer*</u> David P. Lauer	Director	
)	
<u>/s/ Jonathan A. Levy*</u> Jonathan A. Levy	Director	
)	
<u>/s/ Wm. J. Lhota*</u> Wm. J. Lhota	Director	
)	
<u>Gene E. Little</u>	Director	
)	
<u>/s/ Gerard P. Mastroianni*</u> Gerard P. Mastroianni	Director	
)	
<u>/s/ David L. Porteous*</u> David L. Porteous	Director	
)	
<u>/s/ Kathleen H. Ransier*</u> Kathleen H. Ransier	Director	
)	

*By: /s/ Richard A. Cheap
Richard A. Cheap, attorney-in-fact
for each of the persons indicated

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

Exhibit Number	Exhibit Description
4(a)	2009 Stock Option Grant Notice to Stephen D. Steinour previously filed as Exhibit 10.1 to Quarterly Report on Form 10-Q for the quarter ended March 31, 2009.
4(b)*	Restricted Stock Award Grant Agreement between Huntington and Mark E. Thompson.
4(c)*	Restricted Stock Award Grant Agreement between Huntington and Randall G. Stickler.
4(d)*	Restricted Stock Award Grant Agreement between Huntington and Kevin M. Blakely.
4(e)	Articles V, VIII and X 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 quarterly period ended March 31, 1998, 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.
5*	Opinion of Porter, Wright, Morris & Arthur LLP regarding the legality of the common stock being registered pursuant hereto.
23(a)*	Consent of Porter, Wright, Morris & Arthur LLP (included in Exhibit 5 filed herewith).
23(b)*	Consent of Deloitte & Touche LLP.
24*	Power of Attorney.

* Filed herewith.

**RESTRICTED STOCK AWARD GRANT AGREEMENT**

Employee Name: Mark E. Thompson

Number of Shares of Restricted Stock Subject to Grant: 100,000

Date of Grant: April 20, 2009
First Date of Employment

THIS RESTRICTED STOCK AWARD GRANT AGREEMENT (this "Agreement") is made as of the date in the box above labeled "Date of Grant" by Huntington Bancshares Incorporated, a Maryland corporation and its subsidiaries (the "Company"), and is hereby communicated to the employee named in the box above (the "Employee").

WHEREAS, the Company desires to grant the Employee an award of Restricted Stock to serve as inducement material to the Employee entering into employment with the Company.

NOW, THEREFORE, in consideration of the premises, the Company grants the Employee an award of Restricted Stock under the following terms and conditions:

1. **Grant of Restricted Stock.**

The Company, by authority of its Board of Directors (the "Board"), hereby grants to the Employee an award of the number of shares of Restricted Stock identified above (the "Grant") to be issued in accordance with all of the terms and conditions set forth in this Agreement. The Restricted Stock will be issued and registered in the name of the Employee, subject to the restrictions set forth in this Agreement.

This award of Restricted Stock is not made under, but subject to all the terms, conditions and limitations of the 2007 Stock and Long-Term Incentive Plan (the "Plan") and any successor plan. The Restricted Stock Awards are subject to such rules and regulations that the Compensation Committee may adopt for administration of the Plan, and to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. In event of a conflict between this Grant Agreement and one or more provisions of the Plan, the provisions in the Plan shall govern.

2. **Vesting and Forfeiture Provisions.**

(a) The Employee's Restricted Stock will vest in accordance with the following schedule:

- (1) 25% of the Shares of Restricted Stock will vest on October 20, 2009;
- (2) 25% of the Shares of Restricted Stock will vest on October 20, 2010;
- (3) 25% of the Shares of Restricted Stock will vest on April 20, 2011; and
- (4) 25% of the Shares of Restricted Stock will vest on October 20, 2011.

(b) If the Employee's employment terminates for any reason other than those reasons specified in this Section 2 of this Agreement, the shares of the Employee's Restricted Stock that have not vested shall be forfeited on and after the effective date of the termination.



(c) Notwithstanding any provision to the contrary, if at least 6 months after the Date of Grant, the Employee's employment with the Company is terminated (i) involuntarily without Cause (as defined in the Plan) or (ii) due to death, the Employee shall become vested in a prorated number of shares of Restricted Stock (with any fractional shares rounded up to the next whole number) equal to the number of shares of Restricted Stock subject to this Grant times a fraction. The numerator of the fraction shall be the number, which in no event shall be greater than 30, of all full and partial months (with partial months being counted as full months) that passed beginning with the month that contains the Date of Grant and ending with the month in which the Employee's termination occurred. The denominator of the fraction shall be 30.

(d) Notwithstanding any provision to the contrary, upon the occurrence of a Change in Control, the Employee shall become immediately vested in 100% of the shares of Restricted Stock. For purposes of this Agreement, a "Change in Control," with respect to the Company is defined in Section 2.6 of the Plan.

(e) After review of this Agreement, the Employee will be required to accept the terms and conditions of the Restricted Stock award by signing the last page of this Agreement to acknowledge acceptance of the terms and conditions herein. If this Restricted Stock award is not accepted by June 16, 2009, then this award will be subject to forfeiture.

(f) By accepting this Agreement and the Restricted Stock award, the Employee agrees that he will not, during his employment with Huntington and for a period of one year after such employment ceases, either voluntarily or involuntary for any reason:

1. Solicit, either directly or indirectly, any person employed by the Company for employment with, or to provide services, to any other entity that does business in securities, commodities, financial futures, insurance, banking, financial planning, tax-advantaged investments or any other line of business in which the Company is engaged; or
2. Contact any customer of the Company for whom the Employee performed any services or had any direct business contact for the purpose of (i) identifying his or her new association or his or her change of employment or current affiliation or (ii) soliciting, influencing or inducing any such customers to obtain any product or service offered by the Company from any person or entity other than the Company; or
3. Contact any customer or prospective customer of the Company whose identity or other customer specific information the Employee obtained or gained access to as an employee of Company for the purpose of soliciting, influencing or inducing any such customers or prospective customers to obtain any product or service provided by the Company from any person or entity other than the Company; or
4. Use proprietary information to solicit, influence or induce any customer or prospective customer of the Company to terminate or reduce any business relationship with the Company or to obtain any product or service provided by the Company from any person or entity other than the Company. Proprietary information includes customer or prospective customer information, including names, addresses, telephone numbers, email addresses or other identifying or contact information, account or transactional information, and other personal, business or financial information, and also includes information concerning the Company's business plans and methods, market strategies, products and services, technology and computer systems, business techniques and processes, policies, procedures and training materials.



Notwithstanding the foregoing provisions of this Section 2, if (i) Employee terminates employment under Company's Transition Pay Plan and executes an Enhanced Transition Agreement and Release, or (ii) within one year following a Change in Control, Employee separates employment under Company's Transition Pay Plan and executes an Enhanced Transition Agreement and Release, then Employee's obligations will cease as of the date of his or her employment termination.

(g) The Company will not have any further obligations to the Employee under this Grant if any of the Employee's shares of Restricted Stock are forfeited as provided herein, including the payment of any dividends provided for in this Agreement.

3. **Certificates for Shares of Restricted Stock Granted.** The Company shall either issue certificates in respect of the shares of Restricted Stock granted to the Employee or hold the shares electronically with its transfer agent in the name of the Employee and for the benefit of the Employee until the shares represented thereby become vested. Such certificates or account shall bear the following legend:

"The transferability of this certificate or account and the shares of stock represented hereby are subject to an agreement between the Company and the registered holder, a copy of which is on file at the principal office of this Company."

The Employee further agrees that at the Company's request, he will execute stock powers in favor of the Company with respect to the shares and that the Employee shall promptly deliver such stock powers to the Company.

4. **Issuance of Stock.**

The Company, or its transfer agent, will deliver the vested shares of the Restricted Stock and any related stock power to the Employee as soon as practicable after such shares of Restricted Stock become vested, subject to payment of the applicable withholding tax liability as set forth below. If the Employee dies before the Company has distributed any portion of the vested Restricted Stock, the Company will transfer any shares payable with respect to the vested Restricted Stock in accordance with the Employee's written beneficiary designation or to the Employee's estate if no written beneficiary designation is provided. If the Employee did not have a will, any shares payable with respect to the vested Restricted Stock will be distributed in accordance with the laws of descent and distribution.

5. **Withholding Taxes.**

The Company shall have the power and the right to deduct or withhold, or require the Employee to remit to the Company, an amount sufficient to satisfy federal, state, local and foreign taxes required by law or regulation to be withheld with respect to any taxable event arising as a result of this Agreement, including the payment of shares or cash. With regard to the above, the Company is permitted to withhold a number of shares having a fair market value equal to Employee's withholding obligations, based on the minimum federal, state and local and other tax withholding rate, and to pay this amount to the Internal Revenue Service or other taxing authority on the Employee's behalf. Delivery or withholding of fractional shares is not permitted, and as such, the Company may round any fractional shares up or down to the next whole share to satisfy the withholding obligations.

6. **Conditions to Delivery of Shares.**

The shares of stock held by the transfer agent may be either previously authorized but unissued shares or issued shares which have been reacquired by the Company. The Company shall not be



required to issue any certificate or certificates for shares of stock hereunder prior to fulfillment of all of the following conditions: (a) the admission of such shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such shares under any State or Federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Committee shall, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any State or Federal governmental agency, which the Committee shall, in its absolute discretion, determine to be necessary or advisable; (d) the lapse of such reasonable period of time following the Date of Grant and during which the Compensation Committee of the Company's Board of Directors (the "Committee") reasonably believes that the issuance of shares would violate any applicable laws, government regulations, requirements of any securities exchange on which the Corporation's Shares are traded, or any insider trading policy of the Corporation; and (e) the lapse of such reasonable period of time following the date of grant of the shares of Restricted Stock as the Committee may establish from time to time for reasons of administrative convenience.

7. Restriction on Transferability.

Until the shares of Restricted Stock have vested under this Agreement, the Restricted Stock granted herein and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated (by operation of law or otherwise). Any attempted transfer in violation of the provisions of this paragraph shall be void, and the purported transferee shall obtain no rights with respect to such Restricted Stock.

8. Rights as Stockholder.

Subject to the limitations provided in this Agreement, the Employee shall have all the rights of a stockholder of the Company, including voting rights and the right to receive dividends, with respect to shares of Restricted Stock that have not yet vested. Notwithstanding the foregoing, no dividends will be payable to the Employee with respect to record dates for such dividends occurring before the Date of Grant, or with respect to record dates for such dividends occurring on or after the date, if any, for which the Employee has forfeited the shares of Restricted Stock.

9. Capital Adjustment Provisions.

In the event of a stock split, stock dividend, reclassification, reorganization, redesignation, or other change in the Company's capitalization or corporate structure, the number and class of shares of Restricted Stock shall be proportionately adjusted or substituted to reflect such change.

10. Authority of the Compensation Committee.

The Compensation Committee of the Company's Board of Directors (the "Committee") shall have the power to construe and interpret the provisions of this Agreement and may correct any defect, supply any omission or reconcile any inconsistency in the Agreement in the manner and to the extent it shall deem desirable to carry the Agreement into effect. Further, the Committee shall make all other determinations which may be necessary or advisable for the administration of the Agreement. All determinations and decisions made by the Committee shall be final, conclusive, and binding on all persons, including the Company, the Employee, and the Employee's estate and beneficiaries.

11. **Addresses for Agreements.**

Any Agreement to be given to the Company under the terms of this Agreement shall be addressed to the Company, in care of the Compensation Director, at Huntington Bancshares Incorporated, Huntington Center, HC0318, 41 S. High Street, Columbus, Ohio 43287, or at such other address as the Company may hereafter designate in writing. Any Agreement to be given to the Employee shall be addressed to the Employee at the address maintained on the books and records of the Company.

12. **Captions.**

Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

13. **Agreement Severable.**

In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

14. **Expenses.**

Costs of administration of the terms and conditions of this Agreement will be paid by the Company.

15. **Governing Law / Compliance with Applicable Law.**

The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio, except to the extent preempted by federal law.

The Company and the Employee acknowledge that this Agreement will be administered in accordance with the requirements that may apply under any applicable federal law.

16. **Entire Agreement; Amendment.**

This Agreement contains the terms and conditions with respect to the subject matter hereof and supersedes any previous agreements, written or oral, relating to the subject matter hereof. The Company may not amend, alter, suspend, discontinue or terminate any provision of this Agreement in a manner that may adversely affect the Employee without the Employee's (or his legal representative's) written consent.

17. **Employee's Acceptance.**

The Employee shall signify his acceptance of the terms and conditions of this Agreement by signing in the space provided below, by signing any related stock power, and by returning a signed copy of these documents to the Company.

Please retain this Agreement, as it is the official statement of the key terms of your award. If you have any questions regarding the administration of this Agreement, please contact Joan Snyder at (614) 480-4885 or Holly Bush at (614) 480-3011.

Stephen D. Steinour

Chairman, President and Chief Executive Officer

April 20, 2009

Date



Huntington Bancshares Incorporated
Restricted Stock Award Grant Agreement

/s/ Mark E. Thompson
Mark E. Thompson

April 20, 2009
Date

**RESTRICTED STOCK AWARD GRANT AGREEMENT**

Employee Name: Randy G. Stickler

Number of Shares of Restricted Stock Subject to Grant: 7,553

Date of Grant: April 16, 2009
First Date of Employment

THIS RESTRICTED STOCK AWARD GRANT AGREEMENT (this "Agreement") is made as of the date in the box above labeled "Date of Grant" by Huntington Bancshares Incorporated, a Maryland corporation and its subsidiaries (the "Company"), and is hereby communicated to the employee named in the box above (the "Employee").

WHEREAS, the Company desires to grant the Employee an award of Restricted Stock to serve as inducement material to the Employee entering into employment with the Company.

NOW, THEREFORE, in consideration of the premises, the Company grants the Employee an award of Restricted Stock under the following terms and conditions:

1. Grant of Restricted Stock.

The Company, by authority of its Board of Directors (the "Board"), hereby grants to the Employee an award of the number of shares of Restricted Stock identified above (the "Grant") to be issued in accordance with all of the terms and conditions set forth in this Agreement. The Restricted Stock will be issued and registered in the name of the Employee, subject to the restrictions set forth in this Agreement.

This award of Restricted Stock is not made under, but subject to all the terms, conditions and limitations of the 2007 Stock and Long-Term Incentive Plan (the "Plan") and any successor plan. The Restricted Stock Awards are subject to such rules and regulations that the Compensation Committee may adopt for administration of the Plan, and to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. In event of a conflict between this Grant Agreement and one or more provisions of the Plan, the provisions in the Plan shall govern.

2. Vesting and Forfeiture Provisions.

(a) The Employee's Restricted Stock will vest as to 100% of the shares on April 16, 2011

(b) If the Employee's employment terminates for any reason other than those reasons specified in this Section 2 of this Agreement, the shares of the Employee's Restricted Stock that have not vested shall be forfeited on and after the effective date of the termination.

(c) Notwithstanding any provision to the contrary, if at least 6 months after the Date of Grant, the Employee's employment with the Company is terminated (i) involuntarily without Cause (as defined in the Plan) or (ii) due to death, the Employee shall become vested in a prorated number of shares of Restricted Stock (with any fractional shares rounded up to the next whole number) equal to the number of shares of Restricted Stock subject to this Grant times a fraction. The numerator of the fraction shall be the number, which in no event shall be greater than 24, of all full and partial months (with partial months being counted as full months) that passed beginning with the month that contains the Date of Grant and



ending with the month in which the Employee's termination occurred. The denominator of the fraction shall be 24.

(d) Notwithstanding any provision to the contrary, upon the occurrence of a Change in Control, the Employee shall become immediately vested in 100% of the shares of Restricted Stock. For purposes of this Agreement, a "Change in Control," with respect to the Company is defined in Section 2.6 of the Plan.

(e) After review of this Agreement, the Employee will be required to accept the terms and conditions of the Restricted Stock award by signing the last page of this Agreement to acknowledge acceptance of the terms and conditions herein. If this Restricted Stock award is not accepted by June 16, 2009, then this award will be subject to forfeiture.

(f) By accepting this Agreement and the Restricted Stock award, the Employee agrees that he will not, during his employment with Huntington and for a period of one year after such employment ceases, either voluntarily or involuntary for any reason:

1. Solicit, either directly or indirectly, any person employed by the Company for employment with, or to provide services, to any other entity that does business in securities, commodities, financial futures, insurance, banking, financial planning, tax-advantaged investments or any other line of business in which the Company is engaged; or
2. Contact any customer of the Company for whom the Employee performed any services or had any direct business contact for the purpose of (i) identifying his or her new association or his or her change of employment or current affiliation or (ii) soliciting, influencing or inducing any such customers to obtain any product or service offered by the Company from any person or entity other than the Company; or
3. Contact any customer or prospective customer of the Company whose identity or other customer specific information the Employee obtained or gained access to as an employee of Company for the purpose of soliciting, influencing or inducing any such customers or prospective customers to obtain any product or service provided by the Company from any person or entity other than the Company; or
4. Use proprietary information to solicit, influence or induce any customer or prospective customer of the Company to terminate or reduce any business relationship with the Company or to obtain any product or service provided by the Company from any person or entity other than the Company. Proprietary information includes customer or prospective customer information, including names, addresses, telephone numbers, email addresses or other identifying or contact information, account or transactional information, and other personal, business or financial information, and also includes information concerning the Company's business plans and methods, market strategies, products and services, technology and computer systems, business techniques and processes, policies, procedures and training materials.

Notwithstanding the foregoing provisions of this Section 2, if (i) Employee terminates employment under Company's Transition Pay Plan and executes an Enhanced Transition Agreement and Release, or (ii) within one year following a Change in Control, Employee separates employment under Company's Transition Pay Plan and executes an Enhanced Transition Agreement and Release, then Employee's obligations will cease as of the date of his or her employment termination.



(g) The Company will not have any further obligations to the Employee under this Grant if any of the Employee's shares of Restricted Stock are forfeited as provided herein, including the payment of any dividends provided for in this Agreement.

3. **Certificates for Shares of Restricted Stock Granted.** The Company shall either issue certificates in respect of the shares of Restricted Stock granted to the Employee or hold the shares electronically with its transfer agent in the name of the Employee and for the benefit of the Employee until the shares represented thereby become vested. Such certificates or account shall bear the following legend:

"The transferability of this certificate or account and the shares of stock represented hereby are subject to an agreement between the Company and the registered holder, a copy of which is on file at the principal office of this Company."

The Employee further agrees that at the Company's request, he will execute stock powers in favor of the Company with respect to the shares and that the Employee shall promptly deliver such stock powers to the Company.

4. **Issuance of Stock.**

The Company, or its transfer agent, will deliver the vested shares of the Restricted Stock and any related stock power to the Employee as soon as practicable after such shares of Restricted Stock become vested, subject to payment of the applicable withholding tax liability as set forth below. If the Employee dies before the Company has distributed any portion of the vested Restricted Stock, the Company will transfer any shares payable with respect to the vested Restricted Stock in accordance with the Employee's written beneficiary designation or to the Employee's estate if no written beneficiary designation is provided. If the Employee did not have a will, any shares payable with respect to the vested Restricted Stock will be distributed in accordance with the laws of descent and distribution.

5. **Withholding Taxes.**

The Company shall have the power and the right to deduct or withhold, or require the Employee to remit to the Company, an amount sufficient to satisfy federal, state, local and foreign taxes required by law or regulation to be withheld with respect to any taxable event arising as a result of this Agreement, including the payment of shares or cash. With regard to the above, the Company is permitted to withhold a number of shares having a fair market value equal to Employee's withholding obligations, based on the minimum federal, state and local and other tax withholding rate, and to pay this amount to the Internal Revenue Service or other taxing authority on the Employee's behalf. Delivery or withholding of fractional shares is not permitted, and as such, the Company may round any fractional shares up or down to the next whole share to satisfy the withholding obligations.

6. **Conditions to Delivery of Shares.**

The shares of stock held by the transfer agent may be either previously authorized but unissued shares or issued shares which have been reacquired by the Company. The Company shall not be required to issue any certificate or certificates for shares of stock hereunder prior to fulfillment of all of the following conditions: (a) the admission of such shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such shares under any State or Federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Committee shall, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any



State or Federal governmental agency, which the Committee shall, in its absolute discretion, determine to be necessary or advisable; (d) the lapse of such reasonable period of time following the Date of Grant and during which the Compensation Committee of the Company's Board of Directors (the "Committee") reasonably believes that the issuance of shares would violate any applicable laws, government regulations, requirements of any securities exchange on which the Corporation's Shares are traded, or any insider trading policy of the Corporation; and (e) the lapse of such reasonable period of time following the date of grant of the shares of Restricted Stock as the Committee may establish from time to time for reasons of administrative convenience.

7. Restriction on Transferability.

Until the shares of Restricted Stock have vested under this Agreement, the Restricted Stock granted herein and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated (by operation of law or otherwise). Any attempted transfer in violation of the provisions of this paragraph shall be void, and the purported transferee shall obtain no rights with respect to such Restricted Stock.

8. Rights as Stockholder.

Subject to the limitations provided in this Agreement, the Employee shall have all the rights of a stockholder of the Company, including voting rights and the right to receive dividends, with respect to shares of Restricted Stock that have not yet vested. Notwithstanding the foregoing, no dividends will be payable to the Employee with respect to record dates for such dividends occurring before the Date of Grant, or with respect to record dates for such dividends occurring on or after the date, if any, for which the Employee has forfeited the shares of Restricted Stock.

9. Capital Adjustment Provisions.

In the event of a stock split, stock dividend, reclassification, reorganization, redesignation, or other change in the Company's capitalization or corporate structure, the number and class of shares of Restricted Stock shall be proportionately adjusted or substituted to reflect such change.

10. Authority of the Compensation Committee.

The Compensation Committee of the Company's Board of Directors (the "Committee") shall have the power to construe and interpret the provisions of this Agreement and may correct any defect, supply any omission or reconcile any inconsistency in the Agreement in the manner and to the extent it shall deem desirable to carry the Agreement into effect. Further, the Committee shall make all other determinations which may be necessary or advisable for the administration of the Agreement. All determinations and decisions made by the Committee shall be final, conclusive, and binding on all persons, including the Company, the Employee, and the Employee's estate and beneficiaries.

11. Addresses for Agreements.

Any Agreement to be given to the Company under the terms of this Agreement shall be addressed to the Company, in care of the Compensation Director, at Huntington Bancshares Incorporated, Huntington Center, HC0318, 41 S. High Street, Columbus, Ohio 43287, or at such other address as the Company may hereafter designate in writing. Any Agreement to be given to the Employee shall be addressed to the Employee at the address maintained on the books and records of the Company.



12. **Captions.**

Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

13. **Agreement Severable.**

In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

14. **Expenses.**

Costs of administration of the terms and conditions of this Agreement will be paid by the Company.

15. **Governing Law / Compliance with Applicable Law.**

The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio, except to the extent preempted by federal law.

The Company and the Employee acknowledge that this Agreement will be administered in accordance with the requirements that may apply under any applicable federal law.

16. **Entire Agreement; Amendment.**

This Agreement contains the terms and conditions with respect to the subject matter hereof and supersedes any previous agreements, written or oral, relating to the subject matter hereof. The Company may not amend, alter, suspend, discontinue or terminate any provision of this Agreement in a manner that may adversely affect the Employee without the Employee's (or his legal representative's) written consent.

17. **Employee's Acceptance.**

The Employee shall signify his acceptance of the terms and conditions of this Agreement by signing in the space provided below, by signing any related stock power, and by returning a signed copy of these documents to the Company.

Please retain this Agreement, as it is the official statement of the key terms of your award. If you have any questions regarding the administration of this Agreement, please contact Joan Snyder at (614) 480-4885 or Holly Bush at (614) 480-3011.

Stephen D. Steinour
Chairman, President and Chief Executive Officer

April 20, 2009
Date

/s/ Randall G. Stickler
Randy G. Stickler

June 8, 2009
Date

**RESTRICTED STOCK AWARD GRANT AGREEMENT**

Employee Name:	Kevin M. Blakely
Number of Shares of Restricted Stock Subject to Grant:	40,000
Date of Grant:	July 8, 2009 First Date of Employment
Closing Price on Grant Date:	\$3.40

THIS RESTRICTED STOCK AWARD GRANT AGREEMENT (this "Agreement") is made as of the date in the box above labeled "Date of Grant" by Huntington Bancshares Incorporated, a Maryland corporation and its subsidiaries (the "Company"), and is hereby communicated to the employee named in the box above (the "Employee").

WHEREAS, the Company desires to grant the Employee an award of Restricted Stock to serve as inducement material to the Employee entering into employment with the Company.

NOW, THEREFORE, in consideration of the premises, the Company grants the Employee an award of Restricted Stock under the following terms and conditions:

1. Grant of Restricted Stock.

The Company, by authority of its Board of Directors (the "Board"), hereby grants to the Employee an award of the number of shares of Restricted Stock identified above (the "Grant") to be issued in accordance with all of the terms and conditions set forth in this Agreement. The Restricted Stock will be issued and registered in the name of the Employee, subject to the restrictions set forth in this Agreement.

This award of Restricted Stock is not made under, but subject to all the terms, conditions and limitations of the Amended and Restated 2007 Stock and Long-Term Incentive Plan (the "Plan") and any successor plan. The Restricted Stock Awards are subject to such rules and regulations that the Compensation Committee may adopt for administration of the Plan, and to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. In event of a conflict between this Grant Agreement and one or more provisions of the Plan, the provisions in the Plan shall govern.

2. Vesting and Forfeiture Provisions.

(a) The Employee's Restricted Stock will vest as to 100% of the shares on July 8, 2011

(b) If the Employee's employment terminates for any reason other than those reasons specified in this Section 2 of this Agreement, the shares of the Employee's Restricted Stock that have not vested shall be forfeited on and after the effective date of the termination.

(c) Notwithstanding any provision to the contrary, if at least 6 months after the Date of Grant, the Employee's employment with the Company is terminated (i) involuntarily without Cause (as defined in the Plan) or (ii) due to death, the Employee shall become vested in a prorated number of shares of Restricted Stock (with any fractional shares rounded up to the next whole number) equal to the number of shares of Restricted Stock subject to this Grant times a fraction. The numerator of the fraction shall be



the number, which in no event shall be greater than 24, of all full and partial months (with partial months being counted as full months) that passed beginning with the month that contains the Date of Grant and ending with the month in which the Employee's termination occurred. The denominator of the fraction shall be 24.

(d) Notwithstanding any provision to the contrary, upon the occurrence of a Change in Control, the Employee shall become immediately vested in 100% of the shares of Restricted Stock. For purposes of this Agreement, a "Change in Control," with respect to the Company is defined in Section 2.6 of the Plan.

(e) After review of this Agreement, the Employee will be required to accept the terms and conditions of the Restricted Stock award by signing the last page of this Agreement to acknowledge acceptance of the terms and conditions herein. If this Restricted Stock award is not accepted by August 14, 2009, then this award will be subject to forfeiture.

(f) By accepting this Agreement and the Restricted Stock award, the Employee agrees that he will not, during his employment with Huntington and for a period of one year after such employment ceases, either voluntarily or involuntary for any reason:

1. Solicit, either directly or indirectly, any person employed by the Company for employment with, or to provide services, to any other entity that does business in securities, commodities, financial futures, insurance, banking, financial planning, tax-advantaged investments or any other line of business in which the Company is engaged; or
2. Contact any customer of the Company for whom the Employee performed any services or had any direct business contact for the purpose of (i) identifying his or her new association or his or her change of employment or current affiliation or (ii) soliciting, influencing or inducing any such customers to obtain any product or service offered by the Company from any person or entity other than the Company; or
3. Contact any customer or prospective customer of the Company whose identity or other customer specific information the Employee obtained or gained access to as an employee of Company for the purpose of soliciting, influencing or inducing any such customers or prospective customers to obtain any product or service provided by the Company from any person or entity other than the Company; or
4. Use proprietary information to solicit, influence or induce any customer or prospective customer of the Company to terminate or reduce any business relationship with the Company or to obtain any product or service provided by the Company from any person or entity other than the Company. Proprietary information includes customer or prospective customer information, including names, addresses, telephone numbers, email addresses or other identifying or contact information, account or transactional information, and other personal, business or financial information, and also includes information concerning the Company's business plans and methods, market strategies, products and services, technology and computer systems, business techniques and processes, policies, procedures and training materials.

Notwithstanding the foregoing provisions of this Section 2, if (i) Employee terminates employment under Company's Transition Pay Plan and executes an Enhanced Transition Agreement and Release, or (ii) within one year following a Change in Control, Employee separates employment under Company's Transition Pay Plan and executes an Enhanced Transition Agreement and Release, then Employee's obligations will cease as of the date of his or her employment termination.



(g) The Company will not have any further obligations to the Employee under this Grant if any of the Employee's shares of Restricted Stock are forfeited as provided herein, including the payment of any dividends provided for in this Agreement.

3. Certificates for Shares of Restricted Stock Granted. The Company shall either issue certificates in respect of the shares of Restricted Stock granted to the Employee or hold the shares electronically with its transfer agent in the name of the Employee and for the benefit of the Employee until the shares represented thereby become vested. Such certificates or account shall bear the following legend:

"The transferability of this certificate or account and the shares of stock represented hereby are subject to an agreement between the Company and the registered holder, a copy of which is on file at the principal office of this Company."

The Employee further agrees that at the Company's request, he will execute stock powers in favor of the Company with respect to the shares and that the Employee shall promptly deliver such stock powers to the Company.

4. Issuance of Stock.

The Company, or its transfer agent, will deliver the vested shares of the Restricted Stock and any related stock power to the Employee as soon as practicable after such shares of Restricted Stock become vested, subject to payment of the applicable withholding tax liability as set forth below. If the Employee dies before the Company has distributed any portion of the vested Restricted Stock, the Company will transfer any shares payable with respect to the vested Restricted Stock in accordance with the Employee's written beneficiary designation or to the Employee's estate if no written beneficiary designation is provided. If the Employee did not have a will, any shares payable with respect to the vested Restricted Stock will be distributed in accordance with the laws of descent and distribution.

5. Withholding Taxes.

The Company shall have the power and the right to deduct or withhold, or require the Employee to remit to the Company, an amount sufficient to satisfy federal, state, local and foreign taxes required by law or regulation to be withheld with respect to any taxable event arising as a result of this Agreement, including the payment of shares or cash. With regard to the above, the Company is permitted to withhold a number of shares having a fair market value equal to Employee's withholding obligations, based on the minimum federal, state and local and other tax withholding rate, and to pay this amount to the Internal Revenue Service or other taxing authority on the Employee's behalf. Delivery or withholding of fractional shares is not permitted, and as such, the Company may round any fractional shares up or down to the next whole share to satisfy the withholding obligations.

6. Conditions to Delivery of Shares.

The shares of stock held by the transfer agent may be either previously authorized but unissued shares or issued shares which have been reacquired by the Company. The Company shall not be required to issue any certificate or certificates for shares of stock hereunder prior to fulfillment of all of the following conditions: (a) the admission of such shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such shares under any State or Federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Committee shall, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any



State or Federal governmental agency, which the Committee shall, in its absolute discretion, determine to be necessary or advisable; (d) the lapse of such reasonable period of time following the Date of Grant and during which the Compensation Committee of the Company's Board of Directors (the "Committee") reasonably believes that the issuance of shares would violate any applicable laws, government regulations, requirements of any securities exchange on which the Corporation's Shares are traded, or any insider trading policy of the Corporation; and (e) the lapse of such reasonable period of time following the date of grant of the shares of Restricted Stock as the Committee may establish from time to time for reasons of administrative convenience.

7. Restriction on Transferability.

Until the shares of Restricted Stock have vested under this Agreement, the Restricted Stock granted herein and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated (by operation of law or otherwise). Any attempted transfer in violation of the provisions of this paragraph shall be void, and the purported transferee shall obtain no rights with respect to such Restricted Stock.

8. Rights as Stockholder.

Subject to the limitations provided in this Agreement, the Employee shall have all the rights of a stockholder of the Company, including voting rights and the right to receive dividends, with respect to shares of Restricted Stock that have not yet vested. Notwithstanding the foregoing, no dividends will be payable to the Employee with respect to record dates for such dividends occurring before the Date of Grant, or with respect to record dates for such dividends occurring on or after the date, if any, for which the Employee has forfeited the shares of Restricted Stock.

9. Capital Adjustment Provisions.

In the event of a stock split, stock dividend, reclassification, reorganization, redesignation, or other change in the Company's capitalization or corporate structure, the number and class of shares of Restricted Stock shall be proportionately adjusted or substituted to reflect such change.

10. Authority of the Compensation Committee.

The Compensation Committee of the Company's Board of Directors (the "Committee") shall have the power to construe and interpret the provisions of this Agreement and may correct any defect, supply any omission or reconcile any inconsistency in the Agreement in the manner and to the extent it shall deem desirable to carry the Agreement into effect. Further, the Committee shall make all other determinations which may be necessary or advisable for the administration of the Agreement. All determinations and decisions made by the Committee shall be final, conclusive, and binding on all persons, including the Company, the Employee, and the Employee's estate and beneficiaries.

11. Addresses for Agreements.

Any Agreement to be given to the Company under the terms of this Agreement shall be addressed to the Company, in care of the Compensation Director, at Huntington Bancshares Incorporated, Huntington Center, HC0318, 41 S. High Street, Columbus, Ohio 43287, or at such other address as the Company may hereafter designate in writing. Any Agreement to be given to the Employee shall be addressed to the Employee at the address maintained on the books and records of the Company.



12. **Captions.**

Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

13. **Agreement Severable.**

In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

14. **Expenses.**

Costs of administration of the terms and conditions of this Agreement will be paid by the Company.

15. **Governing Law / Compliance with Applicable Law.**

The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio, except to the extent preempted by federal law.

The Company and the Employee acknowledge that this Agreement will be administered in accordance with the requirements that may apply under any applicable federal law.

16. **Entire Agreement; Amendment.**

This Agreement contains the terms and conditions with respect to the subject matter hereof and supersedes any previous agreements, written or oral, relating to the subject matter hereof. The Company may not amend, alter, suspend, discontinue or terminate any provision of this Agreement in a manner that may adversely affect the Employee without the Employee's (or his legal representative's) written consent.

17. **Employee's Acceptance.**

The Employee shall signify his acceptance of the terms and conditions of this Agreement by signing in the space provided below, by signing any related stock power, and by returning a signed copy of these documents to the Company.

Please retain this Agreement, as it is the official statement of the key terms of your award. If you have any questions regarding the administration of this Agreement, please contact Joan Snyder at (614) 480-4885 or Holly Bush at (614) 480-3011.

Stephen D. Steinour

Chairman, President and Chief Executive Officer

July 8, 2009

Date

/s/ Kevin M. Blakely

Kevin M. Blakely

July 23, 2009

Date

September 4, 2009

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

Re: Registration Statement on Form S-8
Inducement Grants (the "Plan")

Ladies and 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 1,147,553 shares of Huntington common stock, \$0.01 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 REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 23, 2009 (September 3, 2009 as to Note 24), relating to the consolidated financial statements of Huntington Bancshares Incorporated (which report expresses an unqualified opinion on the consolidated financial statements and includes an explanatory paragraph regarding the change in Segment Information), and our report dated February 23, 2009 on the effectiveness of Huntington Bancshares Incorporated's internal control over financial reporting, appearing in Huntington Bancshares Incorporated's Current Report on Form 8-K dated September 3, 2009.

/s/ Deloitte & Touche LLP

Columbus, Ohio
September 8, 2009

POWER OF ATTORNEY

(Re: Huntington Bancshares Incorporated Amended and Restated 2007 Stock and Long-Term Incentive Plan; Huntington Bancshares Incorporated Deferred Compensation Plan and Trust for Huntington Bancshares Incorporated Directors; and Inducement Grants)

Each director and officer of Huntington Bancshares Incorporated (the "Corporation"), whose signature appears below, hereby appoints Richard A. Cheap, Stephen D. Steinour, and Donald R. Kimble, or any of them, as his or her attorney-in-fact, to sign, in his or her name and behalf and in any and all capacities stated below, and to cause to be filed with the Securities and Exchange Commission, the Corporation's Registration Statement on Form S-8 (the "Registration Statement") for the purpose of registering under the Securities Act of 1933, as amended, up to 4,000,000 shares of the common stock 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 Amended and Restated 2007 Stock and Long-Term Incentive Plan; up to 800,000 shares of the common stock 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 Deferred Compensation Plan and Trust for Huntington Bancshares Incorporated Directors; and up to 1,147,553 shares of the common stock 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 inducement grants to Kevin Blakely, Stephen D. Steinour, Randall G. Stickler, and Mark E. Thompson, and likewise to sign and file any 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 executed this Power of Attorney, in counterparts if necessary, effective as of July 22, 2009.

DIRECTORS/OFFICERS:

Signature	Title
_____ /s/ Stephen D. Steinour Stephen D. Steinour	Chairman, Chief Executive Officer, President, and Director (Principal Executive Officer)
_____ /s/ Donald R. Kimble Donald R. Kimble	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)
_____ /s/ Thomas P. Reed Thomas P. Reed	Senior Vice President and Controller (Principal Accounting Officer)
_____ /s/ Don M. Casto, III Don M. Casto, III	Director
_____ /s/ Michael J. Endres Michael J. Endres	Director

Signature	Title
<hr/> <i>/s/ Marylouise Fennell</i> <hr/> Marylouise Fennell	Director
<hr/> <i>/s/ John B. Gerlach, Jr.</i> <hr/> John B. Gerlach, Jr.	Director
<hr/> <i>/s/ D. James Hilliker</i> <hr/> D. James Hilliker	Director
<hr/> <i>/s/ David P. Lauer</i> <hr/> David P. Lauer	Director
<hr/> <i>/s/ Jonathan A. Levy</i> <hr/> Jonathan A. Levy	Director
<hr/> <i>/s/ Wm. J. Lhota</i> <hr/> Wm. J. Lhota	Director
<hr/> Gene E. Little	Director
<hr/> <i>/s/ Gerard P. Mastroianni</i> <hr/> Gerard P. Mastroianni	Director
<hr/> <i>/s/ David L. Porteous</i> <hr/> David L. Porteous	Director
<hr/> <i>/s/ Kathleen H. Ransier</i> <hr/> Kathleen H. Ransier	Director