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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

March 1, 2005

Huntington Bancshares Incorporated

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction
of incorporation)

0-2525

(Commission
File Number)

31-0724920

(I.R.S. Employer
Identification No.)

41 South High Street, Columbus, Ohio

(Address of principal executive offices)

43287

(Zip Code)

Registrant's telephone number, including area code:

614-480-8300

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01. Other Events.

Huntington Bancshares Incorporated ("Huntington") announced it has entered into formal written agreements with its banking regulators, the Federal Reserve Bank of Cleveland and the Office of the Comptroller of the Currency.

These formal written agreements provide for a comprehensive action plan designed to enhance Huntington's corporate governance, internal audit, risk management, accounting policies and procedures, and financial and regulatory reporting. They call for independent third-party reviews, as well as the submission of written plans and progress reports by management. The formal written agreements remain in effect until terminated by the banking regulators.

The formal written agreements are filed herewith as Exhibits 99.2 and 99.3, and are incorporated herein by reference. The foregoing description of the agreements is qualified in its entirety by reference to the text of the agreements.

Item 9.01. Financial Statements and Exhibits.

The exhibits referenced below shall be treated as "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

(c) Exhibits.

Exhibit 99.1 News release of Huntington Bancshares Incorporated, March 1, 2005.

Exhibit 99.2 Written Agreement between Huntington National Bank and the Office of the Comptroller of the Currency dated February 28, 2005.

Exhibit 99.3 Written Agreement between Huntington Bancshares Incorporated and the Federal Reserve Bank of Cleveland dated February 28, 2005.

SIGNATURES

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

March 2, 2005

Huntington Bancshares Incorporated

By: Donald R. Kimble

Name: Donald R. Kimble

Title: Chief Financial Officer and Controller

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
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99.2	Written Agreement between Huntington National Bank and the Office of the Comptroller of the Currency, dated February 28, 2005.
99.3	Written Agreement between Huntington Bancshares Incorporated and the Federal Reserve Bank of Cleveland, dated February 28, 2005.

NEWSRELEASE

FOR IMMEDIATE RELEASE

March 1, 2005

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Huntington Bancshares Incorporated Enters Into Formal Written Agreements with the Federal Reserve Bank of Cleveland and Office of the Comptroller of the Currency

COLUMBUS, Ohio – Huntington Bancshares Incorporated (NASDAQ: HBAN; www.huntington.com) announced it has entered into formal written agreements with its banking regulators, the Federal Reserve Bank of Cleveland and the Office of the Comptroller of the Currency.

These formal written agreements provide for a comprehensive action plan designed to enhance Huntington's corporate governance, internal audit, risk management, accounting policies and procedures, and financial and regulatory reporting. They call for independent third-party reviews, as well as the submission of written plans and progress reports by management. The formal written agreements remain in effect until terminated by the banking regulators.

"Entering into these formal written agreements is consistent with our expectations announced last November and in line with steps that we have been taking to ensure that our corporate governance and controls are best in class," said Hoaglin. "As previously indicated, we have been working extensively with our banking regulators over the past several months. While there is work yet to be done, we have devoted significant resources in order to address the issues raised. We are confident that we are on the right path to address fully and comprehensively all of their concerns in a timely manner. We also believe that the changes we have made, and are in the process of making, are positive for our organization and will position us to be a stronger company in the future."

"No fines or monetary penalties will be assessed against the company as a result of the bank regulatory actions, and we reaffirm the earnings guidance provided on January 21, 2005," he concluded.

Securities and Exchange Commission Formal Investigation

As previously announced, Huntington continues to have ongoing discussions with the staff of the Securities and Exchange Commission (SEC) regarding resolution of its previously announced formal investigation into certain financial accounting matters relating to fiscal years 2002 and earlier and certain related disclosure matters. It is anticipated that a settlement of this matter, which is subject to approval by the SEC, will involve the entry of an order by the SEC requiring Huntington to comply with various provisions of the Securities Exchange Act of 1934 and the Securities Act of 1933, along with the imposition of a civil money penalty. At year end, the company had reserves related to the expectation of the imposition of a civil money penalty, which the company viewed as sufficient given negotiations with the SEC. However, no assurances can be made that any assessed penalty may not exceed this amount.

Unizan Financial Acquisition

As announced November 12, 2004, Huntington and Unizan Financial Corp. (NASDAQ: UNIZ) have entered into an amendment to their January 26, 2004 merger agreement extending the term of the agreement for one year from January 27, 2005 to January 27, 2006, and Huntington has withdrawn its application with the Federal Reserve to acquire Unizan. Huntington intends to resubmit the application for regulatory approval of the merger once the regulatory concerns have been resolved. No assurances, however, can be provided as to the ultimate timing or outcome of these matters.

Additional Information

The bank regulatory formal written agreements will be filed with the SEC as exhibits to Huntington's Current Report on Form 8-K. The Form 8-K can be accessed at www.sec.gov or on the investor relations page of Huntington's web site at www.huntington.com. A copy of the Federal Reserve agreement will be available at www.federalreserve.gov, and a copy of the Office of the Comptroller of the Currency agreement will be available at www.occ.treas.gov.

Forward-looking Statement

This press release contains certain forward-looking statements, including certain plans, expectations, goals, and projections, which are subject to numerous assumptions, risks, and uncertainties. A number of factors, including but not limited to those set forth under the heading "Business Risks" included in Item 1 of Huntington's Annual Report on Form 10-K for the year ended December 31, 2003, and other factors described from time to time in Huntington's other filings with the Securities and Exchange Commission, could cause actual conditions, events, or results to differ significantly from those described in the forward-looking statements. All forward-looking statements included in this news release are based on information available at the time of the release. Huntington assumes no obligation to update any forward-looking statement.

About Huntington

Huntington Bancshares Incorporated is a \$33 billion regional bank holding company headquartered in Columbus, Ohio. Through its affiliated companies, Huntington has more than 139 years of serving the financial needs of its customers. Huntington provides innovative retail and commercial financial products and services through more than 300 regional banking offices in Indiana, Kentucky, Michigan, Ohio and West Virginia. Huntington also offers retail and commercial financial services online at huntington.com; through its technologically advanced, 24-hour telephone bank; and through its network of approximately 700 ATMs. Selected financial service activities are also conducted in other states including: Dealer Sales offices in Florida, Georgia, Tennessee, Pennsylvania, and Arizona; Private Financial Group offices in Florida; and Mortgage Banking offices in Florida, Maryland, and New Jersey. International banking services are made available through the headquarters office in Columbus and an office located in the Cayman Islands and an office located in Hong Kong.

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**AGREEMENT BY AND BETWEEN
HUNTINGTON NATIONAL BANK
COLUMBUS, OHIO
AND
THE OFFICE OF THE COMPTROLLER OF THE CURRENCY**

Huntington National Bank, Columbus, Ohio (the "Bank") and the Comptroller of the Currency of the United States of America (the "Comptroller") wish to protect the interests of the depositors, other customers, and shareholders of the Bank, and, toward that end, wish the Bank to continue to operate safely and soundly and in accordance with all applicable laws, rules and regulations.

The Comptroller, through his National Bank Examiner, has examined the Bank, and his findings are contained in the Report of Examination, dated August 31, 2004 (the "ROE").

In consideration of the above premises, and in consideration of the actions that the Bank has taken to date to address the matters set forth in the ROE, it is agreed, between the Bank, by and through its duly elected and acting Board of Directors (the "Board"), and the Comptroller, through his authorized representative, that the Bank shall operate at all times in compliance with the articles of this Agreement.

**ARTICLE I
FORCE AND EFFECT OF AGREEMENT**

(1) This Agreement shall be construed to be a "written agreement entered into with the agency" within the meaning of 12 U.S.C. § 1818(b)(1).

(2) This Agreement shall be construed to be a "written agreement between such depository institution and such agency" within the meaning of 12 U.S.C. § 1818(e)(1) and 12 U.S.C. § 1818(i)(2).

(3) This Agreement shall be construed to be a "formal written agreement" within the meaning of 12 C.F.R. § 5.51(c)(6)(ii). See 12 U.S.C. § 1831i.

(4) This Agreement shall be construed to be a "written agreement or other written statement for which a violation may be enforced" within the meaning of 12 U.S.C. § 1818(u).

**ARTICLE II
STATUS REPORTS**

(1) The Board shall submit status reports to the Deputy Comptroller. These reports shall set forth in detail:

- (a) actions taken to comply with each Article of this Agreement;
- (b) the results of those actions; and

(c) a description of the actions needed to achieve full compliance with each Article of this Agreement.

(2) The first status report shall be submitted for the period ending March 31, 2005, and will be due within fifteen (15) days of that date. Thereafter, progress reports will be due within ten (10) days after the end of each calendar quarter.

(3) The status reports should also include any actions initiated by the Board and the Bank pursuant to the findings, conclusions, and matters requiring attention in the ROE or in any future Report of Examination.

(4) Any communications made pursuant to this Agreement, including but not limited

to, all reports or plans which the Bank or Board has agreed to submit to the Deputy Comptroller pursuant to this Agreement shall be forwarded by overnight delivery to:

Grace E. Dailey
Deputy Comptroller,

Large Bank Supervision

Office of the Comptroller of the Currency
250 E Street, S.W., Mail Stop 6-1

Washington, D.C. 20219

with a copy hand delivered to:

Sally G. Marvin
Examiner-in-Charge
Office of the Comptroller of the Currency

ARTICLE III MANAGEMENT

(1) Within ninety (90) days of the effective date of this Agreement, the Board shall ensure that the Bank has satisfactory senior managers in place to carry out the Board's policies, ensure compliance with this Agreement, applicable laws, rules and regulations, and to manage the operations of the Bank in a safe and sound manner. For purposes of this Agreement, senior managers of the Bank shall include the Bank's Chairman, President and Chief Executive Officer; Vice Chairmen; Line of Business Heads; Chief Operational Risk Officer; Chief Credit Officer; Chief Financial Officer; Treasurer; and Controller.

(2) Not later than one hundred eighty (180) days after Huntington Bancshares, Inc. receives notification pursuant to the provisions of 12 U.S.C. §1843(m)(1) that the Bank is not "well managed," the Board shall take all steps necessary to ensure that the Bank is deemed to be "well managed," as that term is defined in 12 U.S.C. §1841(o)(9).

(3) If any position mentioned in Paragraph (1) of this Article is or becomes vacant, including vacancies created through the alteration of the authority and/or responsibilities of a senior manager, the Board shall, within ninety (90) days of such vacancy, submit to the Deputy Comptroller for a written determination of no supervisory objection, the name of a qualified person for the vacant position who shall be vested with sufficient executive authority to ensure the Bank's compliance with this Agreement and the safe and sound operation of functions within the scope of that position's responsibility. Prior to the appointment of any individual to a senior manager's position, the Bank shall secure the written determination of no supervisory objection from the Deputy Comptroller regarding such appointment.

(4) The requirement to submit information and the obligation to secure a written determination of no supervisory objection are based on the authority of 12 U.S.C. § 1818(b) and do not require the Comptroller to complete his review and act on any such information or authority within ninety (90) days of the submission.

ARTICLE IV INTERNAL AUDIT

(1) The Internal Audit Executive (the "Auditor") shall report directly to the Audit/Risk Committee of the Board, be evaluated by that group, although s/he may report administratively to the Chairman of the Board, President and Chief Executive Officer, and shall participate as an ex-officio member of the Disclosure Control Committee.

(2) Within ninety (90) days, the Audit/Risk Committee of the Board shall review and take the necessary steps to ensure the Bank has an internal audit program of sufficient scope, frequency, and staff to:

- (a) detect irregularities, weak practices, violations of law and regulation, breaches of fiduciary duty, and unsafe and unsound banking practices;
- (b) assess and report the effectiveness of policy, procedure, controls, and management relating to accounting and financial reporting;
- (c) ensure that the Bank establishes and maintains adequate "internal controls over financial reporting;"
- (d) ensure that accounting policy and procedures are functioning effectively and that necessary documentation and communication are occurring; and
- (e) review and provide an opinion regarding whether regulatory reports beginning with the quarter ending March 31, 2005 contain "material misstatements" within thirty (30) days of each filing.

(3) If the Audit/Risk Committee of the Board becomes aware of one or more "material weaknesses" in the "internal control structure and procedures for financial reporting," and if the weaknesses are not corrected within the quarter identified, the Audit/Risk Committee of the Board shall notify management of Huntington Bancshares, Inc. of the existence of the "material weaknesses."

(4) Upon completion of its annual audit of the Huntington Bancshares, Inc. financial statements, the Audit/Risk Committee of the Board shall obtain from the external auditor a list of all proposed adjustments to the Bank's books and records, whether or not deemed material, along with an explanation of how the proposed adjustment was resolved.

(5) For purposes of this Agreement, "internal control structure and procedures for financial reporting" has the same meaning as that term is used in Section 404 of the Sarbanes-Oxley Act of 2002; "material weaknesses" has the same meaning as that term is used in Statement on Auditing Standards ("SAS") No. 60 (AU 325.15); and "material misstatements" has the same meaning as the term is used in the SEC's Staff Accounting Bulletin No. 99 on Materiality ("SAB 99").

ARTICLE V ACCOUNTING POLICY AND PROCEDURES

(1) Upon receipt of the written report prepared by the independent accounting consultant ("Accounting Consultant") previously engaged by Huntington to review its accounting policies and procedures, Huntington shall provide a copy of the accounting consultant's report to the Deputy Comptroller.

(2) No later than March 31, 2005, the Bank shall submit written revised accounting policies and procedures to the Deputy Comptroller for a written determination of no supervisory objection. Such policies and procedures shall include provisions relating, but not limited, to:

- (a) a process for ongoing documentation and maintenance of accounting policies and procedures;
- (b) the fair representation of the Bank's financial results in accordance with Generally Accepted Accounting Principles ("GAAP") without regard to the resulting net income or earnings per share;
- (c) the results of the review required by Paragraph (1) of this Article;
- (d) required recommendations by line management to the Disclosure Control Committee over the adequacy, or proper accounting treatment, of an item requiring specialized knowledge and/or assumptions, including but not limited to:
 - (i) legal reserves by the Chief Legal Officer; and
 - (ii) Allowance for Loan and Lease Losses by the Chief Credit Officer;
- (e) disclosure of accounting policy changes to the external auditors and the Audit/Risk Committee of the Board pursuant to SAB 99;
- (f) a periodic review of the proper accounting for assets subject to impairment testing; and
- (g) a periodic review of the validity of models that could materially impact financial reporting,

(3) Within thirty (30) days of the effective date of this Agreement, the Bank shall engage a qualified, independent third party to review and evaluate the validity of all models that could materially impact financial reporting.

ARTICLE VI ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) On or before March 31, 2005, the Board shall review the adequacy of the Bank's Allowance for Loan and Lease Losses (the "Allowance") for assets on the books of the Bank, and shall establish and implement prior to submission of the March 31, 2005 Report of Condition and Income ("Call Report") a program for the Bank's maintenance of an adequate allowance at all times ("Allowance Program"). This review and Allowance Program shall be designed to be consistent with the comments on maintaining a proper allowance found in the Allowance for Loan and Lease Losses booklet of the Comptroller's Handbook, OCC Advisory Letter 96-8 dated August 6, 1997, entitled "Allowance for Loans and Lease Losses". The Bank's analysis shall be well documented and shall include, but not be limited to, the following factors:

- (a) the results of the Bank's internal and external loan reviews;
- (b) an estimate of inherent loss exposure on each significant credit;
- (c) loan loss experience;
- (d) trends of delinquent and nonaccrual loans;
- (e) concentrations of credit in the Bank; and
- (f) present and prospective economic conditions.

(2) The program shall provide for a review of the Allowance by the Board at least once each calendar quarter. Any deficiency in the Allowance shall be remedied in the quarter it is discovered, prior to the filing of the Consolidated Reports of Condition and Income, by additional provisions from earnings. Written documentation shall be maintained indicating the factors considered and conclusions reached by the Board in determining the adequacy of the Allowance.

(3) The Allowance Program shall provide for monthly provisions and a review of the Allowance by the Board at least once each calendar quarter.

(4) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the Allowance Program developed pursuant to this Article.

ARTICLE VII CONCLUDING PROVISIONS

(1) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him by the several laws of the United States of America to undertake any action affecting the Bank, nothing in this Agreement shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.

(2) Any time limitations imposed by this Agreement shall begin to run from the effective date of this Agreement. Such time requirements may be extended in writing by the Comptroller or his duly authorized representative for good cause upon written application by the Board.

(3) The provisions of this Agreement shall be effective upon execution by the parties hereto and its provisions shall continue in full force

and effect unless or until such provisions are amended in writing by mutual consent of the parties to the Agreement or excepted, waived, or terminated in writing by the Comptroller.

(4) To the extent that any of the provisions of this Agreement conflict with the terms found in any existing agreement between the Comptroller and the Bank, including the Decision of the Office of the Comptroller of the Currency on the Application to Charter the Bank, the provisions of this Agreement shall control.

(5) In each instance in this Agreement in which the Board is required to ensure adherence to, and undertake to perform certain obligations of the Bank, it is intended to mean that the Board shall:

- (i) authorize and adopt such actions on behalf of the Bank as may be necessary for the Bank to perform its obligations and undertakings under the terms of this Agreement;
- (ii) require the timely reporting by Bank management of such actions directed by the Board to be taken under the terms of this Agreement;
- (iii) follow-up on any non-compliance with such actions in a timely and appropriate manner; and
- (iv) require corrective action be taken in a timely manner of any non-compliance with such actions.

(6) This Agreement does not form, and may not be construed to form, a contract binding on the OCC or the United States. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Bank under its supervisory powers, including 12 U.S.C. § 1818(i), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the OCC has any intention to enter into a contract. The Bank also expressly acknowledges that no OCC officer or employee has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities. The terms of this Agreement, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements or arrangements, or negotiations between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller, has hereunto set her hand on behalf of the Comptroller.

/s/ Grace E. Dailey 2/28/2005

Grace E. Dailey

Deputy Comptroller,
Large Bank Supervision
Office of the Comptroller of the Currency Date

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of

Directors of the Bank, have hereunto set their hands on behalf of the Bank.

/s/ Thomas E. Hoaglin

1/5/05

Thomas E. Hoaglin

Date

Chairman of the Board

/s/ Raymond J. Biggs

1/8/05

Raymond J. Biggs

Date

Director

/s/ Don M. Casto

1/6/05

Don M. Casto

Director

Date

/s/ David P. Lauer

1/8/05

David P. Lauer

Director

Date

/s/ William J. Lhota

1/6/05

William J. Lhota
Director

Date

/s/ David L. Porteous

1/11/05

David L. Porteous
Director

Date

/s/ Kathleen H. Ransier

1/6/05

Kathleen H. Ransier
Director

Date

UNITED STATES OF AMERICA
 BEFORE THE
 BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
 WASHINGTON, D.C

Written Agreement by and between)
)
 HUNTINGTON BANCSHARES INCORPORATED)
 Columbus, Ohio)
)
 and)
)
 FEDERAL RESERVE BANK OF CLEVELAND)
 Cleveland, Ohio)

WHEREAS, the Board of Governors of the Federal Reserve System (the “Board of Governors”) seeks to address deficiencies identified by the Federal Reserve Bank of Cleveland (the “Reserve Bank”) at Huntington Bancshares Incorporated, Columbus, Ohio (“Huntington”), a registered bank holding company, relating to its corporate governance, internal audit, risk management, and financial and regulatory reporting;

WHEREAS, the Board of Governors has coordinated with the U.S. Securities and Exchange Commission (“SEC”) and the Office of the Comptroller of the Currency (“OCC”) to review certain reports filed by Huntington in 2001 and 2002 and amended in 2003;

WHEREAS, Huntington’s wholly owned subsidiary, the Huntington National Bank, Columbus, Ohio (the “Bank”), a national bank, has entered into a formal agreement with the OCC;

WHEREAS, Huntington is taking steps to address deficiencies relating to its corporate governance, internal audit, risk management, and financial and regulatory reporting, and Huntington and the Reserve Bank have mutually agreed to enter into this Written Agreement (the “Agreement”) to ensure that Huntington continues to address such deficiencies; and

WHEREAS, on January 19, 2005, the board of directors of Huntington adopted a resolution authorizing and directing Thomas E. Hoaglin to enter into this Agreement on behalf of Huntington and consenting to compliance by the board of directors of Huntington and Huntington’s institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the Federal Deposit Insurance Act (the “FDI Act”) (12 U.S.C. 1813(u) and 1818(b)(3)), with each and every provision of this Agreement.

NOW, THEREFORE, the Reserve Bank and Huntington agree as follows:

Management Review

1. (a) Within 10 days of this Agreement, Huntington’s board of directors shall engage an independent management consultant acceptable to the Reserve Bank to conduct a review of the structure, functions, and performance of Huntington’s management and board of directors (the “Management Review”), and to prepare a written report that includes findings, conclusions, and recommendations. The primary purposes of the Management Review shall be, first, to assist Huntington’s board of directors in the development of board and management structures that are adequately staffed by qualified and trained personnel and are commensurate with the size, complexity, and business activities of the consolidated organization, particularly in the areas of audit, accounting, and financial and regulatory reporting; and, second, to enhance Huntington’s corporate governance and audit policies, procedures, and practices at the board of directors, committee, and management levels. The terms of the engagement letter shall provide that the independent firm will submit its report within 90 days of its engagement and will provide a copy of its report to the Reserve Bank at the same time that it is provided to Huntington. The Management Review and report shall address, consider, and include, at a minimum, an evaluation of:

- (i) The effectiveness of Huntington’s board of directors and its committees in carrying out their oversight responsibilities, including but not limited to, an assessment of the qualifications of members of the board of directors and its committees; the timeliness and adequacy of information provided to the board of directors and committees; the number and types of responsibilities assigned to committees; and the frequency of board of directors and committee meetings;
- (ii) the management structure of Huntington, including recommendations regarding the type and number of senior officer and officer positions needed to manage and properly supervise the affairs of Huntington on an enterprise-wide basis, particularly in the functions of internal audit, risk management, accounting policies and procedures, and financial and regulatory reporting;
- (iii) each senior executive officer of Huntington to determine whether the individual possesses the ability, experience, and other qualifications required to competently perform present and anticipated duties, to adhere to established policies and procedures, and to comply with the requirements of this Agreement;
- (iv) the effectiveness of Huntington’s policies and procedures that are designed to ensure enterprise-wide compliance with banking and securities laws and regulations, compliance with generally accepted accounting principles (“GAAP”), the filing of accurate regulatory reports and public financial statements, and the identification and reporting of deficiencies and weaknesses to senior management and the board of directors;
- (v) controls to ensure compliance with Huntington’s policies and procedures related to internal reporting and approval of accounting changes; and

- (vi) the effectiveness of Huntington's policies and procedures that are designed to ensure compliance with the requirements of section 112 of the Federal Deposit Insurance Corporation Improvement Act of 1991 (12 U.S.C. 1831m) ("FDICIA 112").

(b) Within 60 days after Huntington's receipt of the Management Review report, Huntington shall submit a written management plan to the Reserve Bank describing specific actions that the board of directors proposes to take to fully address the findings and recommendations of the Management Review.

2. Within 180 days of completion of the Management Review, and thereafter not less frequently than semi-annually, the board of directors shall review management's adherence to Huntington's written policies and procedures in the areas of accounting, financial and regulatory reporting, internal audit, and corporate governance and shall prepare written findings and conclusions of this review along with written descriptions of any management or operational changes that are made as a result of the review. These written findings shall be included in the minutes of the board of directors' meetings and maintained for subsequent supervisory review.

Compliance with Laws and Regulations

3. Huntington shall ensure that its consolidated organization fully complies with the requirements of FDICIA 112 and its implementing regulations set forth in Part 363 of the Federal Deposit Insurance Corporation's regulations (12 C.F.R. 363). Documentation indicating how each FDICIA 112 annual report was prepared shall be maintained for subsequent supervisory review.

4. Huntington shall take steps to enhance its enterprise-wide compliance program to ensure that Huntington complies with all applicable laws and regulations, including but not limited to, FDICIA 112 and all relevant securities laws and regulations.

Risk Management and Internal Controls over Financial Reporting

5. Within 90 days of this Agreement, Huntington shall submit to the Reserve Bank an acceptable written plan designed to strengthen Huntington's risk management in the areas of accounting and financial and regulatory reporting. The plan shall, at a minimum, address, consider, and include:

(a) Enhanced risk management policies and procedures designed to identify, measure, monitor, and control risks associated with accounting and financial and regulatory reporting;

(b) measures to improve the board of directors' oversight of management's implementation of risk management policies and procedures for accounting and financial and regulatory reporting;

(c) management information systems and reporting procedures designed to ensure that management personnel and the board of directors and its committees receive timely, informative, and accurate reports necessary to effectively manage risks and correct weaknesses and deficiencies associated with accounting and financial and regulatory reporting; and

(d) internal controls designed to ensure adherence to risk management policies and procedures and consistent compliance with GAAP and with all applicable laws, regulations, and supervisory guidance relating to financial and regulatory reporting.

Audit

6. (a) Within 10 days of this Agreement, Huntington shall engage an independent firm acceptable to the Reserve Bank to conduct a review of the enterprise-wide internal audit function (the "Audit Review") and to prepare a written report that includes findings, conclusions, and recommendations (the "Audit Report"). Prior to commencement of the Audit Review, Huntington shall submit an engagement letter to the Reserve Bank for approval. The terms of the engagement letter shall provide that the independent firm will submit the Audit Report within 60 days of its engagement and will provide a copy of the Audit Report to the Reserve Bank at the same time that it is provided to Huntington. The Audit Review and Report shall address, consider, and include, at a minimum:

(i) The quality of audit reports and the adequacy of information provided to line-of-business managers and Huntington's Audit/Risk Committee;

(ii) the adequacy and timeliness of formal management responses to audit findings;

(iii) the tracking of audit issues and the internal audit function's review of management's corrective action;

(iv) the adequacy of the oversight provided by Huntington's board of directors and its committees of the enterprise-wide internal audit function;

(v) compliance with regulatory guidance regarding the internal audit function, including but not limited to the requirements of the Interagency Policy Statement on the Internal Audit Function and its Outsourcing, issued March 17, 2003; and

(vi) the adequacy of internal audit staffing, policies, and procedures in relation to Huntington's activities and complexity.

(b) Within 60 days after Huntington's receipt of the Audit Report, Huntington shall submit an acceptable written plan to the Reserve Bank describing specific actions that Huntington's board of directors proposes to take to fully address the findings and recommendations of the Audit Report.

7. The board of directors of Huntington shall continue to ensure that Huntington's independent public accountant is engaged by, and reports directly to, the Audit/Risk Committee of the board of directors.

Accounting Policies and Procedures

8. Upon receipt of the report prepared by the independent accounting consultant previously engaged by Huntington to review its accounting

policies and procedures (the "Accounting Report"), Huntington shall forward a copy to the Reserve Bank.

9. No later than March 31, 2005, Huntington shall submit to the Reserve Bank an acceptable written plan that fully addresses the findings and recommendations in the Accounting Report and describes the specific actions that the board of directors proposes to take in order to establish accounting policies and procedures that provide appropriate guidance on accounting matters, ensure compliance with applicable laws and guidelines, ensure the accuracy of Huntington's regulatory reports and public financial statements, and enhance Huntington's accounting control environment. The plan shall, at a minimum, address, consider, and include:

(a) The completeness and accuracy of Huntington's books, records, and public financial statements, including consistent application of GAAP and adherence to the SEC's Staff Accounting Bulletin No. 99 on Materiality ("SAB 99") and other applicable accounting guidance;

(b) a formal process for ongoing documentation and maintenance of accounting policies and procedures;

(c) the timely provision of complete and accurate reports to the board of directors or its committees regarding changes in accounting treatment of material financial statement items and material transactions;

(d) disclosure of accounting policy changes to Huntington's external auditors, consistent with SAB 99; and

(e) enhanced internal controls to ensure consistent adherence to accounting policies and procedures.

Regulatory Reports

10. (a) Within 30 days of this Agreement, Huntington shall engage an independent firm acceptable to the Reserve Bank to conduct a review of regulatory reports filed by Huntington since 2001 to determine whether they comply with GAAP and bank regulatory requirements (the "Regulatory Report Review") and to prepare a written report that includes findings, conclusions, and recommendations. Prior to commencement of the Regulatory Report Review, Huntington shall submit an engagement letter to the Reserve Bank for approval. The terms of the engagement letter shall provide that the independent firm will submit its report within 90 days of its engagement and will provide a copy of its report to the Reserve Bank at the same time that it is provided to Huntington.

(b) Within 60 days after Huntington's receipt of the consultant's report, Huntington shall file amended regulatory reports to correct any reports that do not comply with GAAP or bank regulatory requirements.

11. Huntington shall ensure that (a) each regulatory report, including each Consolidated Financial Statements for Bank Holding Companies with Total Consolidated Assets of \$150 million or More, or with More Than One Subsidiary Bank (Form Y-9 C), accurately reflects Huntington's condition on the date for which it is filed and all material transactions undertaken by the bank holding company and its subsidiaries, (b) each regulatory report is prepared in accordance with GAAP and regulatory guidance, including but not limited to the reporting and documentation of reserves for the allowance for loan and lease losses and other operations, and (c) all records indicating how the report was prepared are maintained for subsequent supervisory review.

12. Huntington shall take steps to ensure that all balance sheet and income statements are reconciled on at least a monthly basis and that internal audit periodically reviews Huntington's procedures for the preparation of regulatory reports to monitor adherence to policy, GAAP, and regulatory guidance.

Compliance with Agreement

13. Within 15 days of this Agreement, the board of directors of Huntington shall appoint a committee (the "Compliance Committee") to monitor and coordinate Huntington's compliance with the provisions of this Agreement. The Compliance Committee shall be comprised of three or more outside directors who are not executive officers or principal shareholders of Huntington or the Bank, as defined in section 215.2 (e)(1) of Regulation O of the Board of Governors (12 C.F.R. 215.2(3)). At a minimum, the Compliance Committee shall keep detailed minutes of each meeting and shall report its findings to the board of directors on a monthly basis.

14. Within 30 days after the end of each calendar quarter (June 30, September 30, December 31, and March 31) following the date of this Agreement, Huntington shall furnish a written progress report detailing the form and manner of all actions taken to secure compliance with the provision of this Agreement, and the results thereof, to the Reserve Bank.

Effect and Terms of Agreement

15. The engagement letters and plans required by paragraphs 5, 6(a), 6(b), 9 and 10(a) of this Agreement shall be submitted to the Reserve Bank for review, and approval. Acceptable engagement letters and plans shall be submitted within the time periods set forth in this Agreement. Huntington shall adopt the approved engagement letters and plans within 10 days of approval by the Reserve Bank and then shall fully comply with them. During the term of this Agreement, the approved engagement letters and plans shall not be amended or rescinded without the prior written approval of the Reserve Bank.

16. All communications regarding this Agreement shall be sent to:

(a) James W. Nelson

Executive Vice President and Chief Risk Officer
Huntington Bancshares, Inc.
41 South High Street
Columbus, Ohio 43287

(b) Andrew C. Burkle, Jr.

Senior Vice President
Federal Reserve Bank of Cleveland
P.O. Box 6387
1455 East 6th Street
Cleveland, OH 44114-2566

17. The provisions of this Agreement shall be binding on Huntington and each of its institution-affiliated parties in their capacities as such, and their successors and assigns.

18. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended by the Reserve Bank.

19. Notwithstanding any provision of this Agreement, the Reserve Bank may, in its discretion, grant written extensions of time to Huntington to comply with any provision of this Agreement.

20. The provisions of this Agreement shall not bar, estop or otherwise prevent the Board of Governors, the Reserve Bank, the SEC, or any other federal or state agency or department from taking any other action affecting Huntington or any of its current or former institution-affiliated parties and their successors and assigns.

21. This Agreement is a "written agreement" for the purposes of, and is enforceable by the Board of Governors as an order issued under, section 8 of the FDI Act (12 U.S.C. 1818).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 28th day of February, 2005.

Huntington Bancshares, Inc.

Federal Reserve Bank of Cleveland

By: /s/ Thomas E. Hoaglin

By: /s/ Andrew C. Burkle, Jr.

Andrew C. Burkle, Jr.
Senior Vice President