

MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made this 1st day of February, 2011, by and between The Citizens Bank of Logan, an Ohio banking corporation having its principal offices at 188 West Main Street, Logan, Ohio 43138 (the "Bank"), and John Demmler, an individual having an address at Logan, Ohio 43138 (Demmler). As used in this Agreement, "Parties" shall refer to the Bank and Demmler collectively, and "Party" shall refer to the Bank and Demmler individually.

WITNESSETH:

WHEREAS, the Parties desire to enter into negotiations regarding the potential employment of Demmler by the Bank (the "Negotiations"); and

WHEREAS, in connection with the Negotiations, Demmler may receive certain non-public or confidential information regarding the Bank and its affiliates, including, without limitation, information relating to the management, operation, financial condition and/or regulation of the Bank and its affiliates (collectively, "Confidential Information"); and

WHEREAS, as a condition to furnishing any Confidential Information to Demmler, the Bank is requiring that Demmler agree to keep such Confidential Information confidential; and

WHEREAS, as a condition to entering into the Negotiations, Demmler is requiring that the Bank agree to keep the Negotiations (including the existence thereof) confidential;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. Demmler agrees to maintain as confidential any and all Confidential Information furnished to him/her by the Bank or its representatives, including, without limitation, its directors, officers, employees, agents, accountants, consultants, counsel, advisors and regulators (collectively, "Representatives"), and shall not disclose such Confidential Information to any other person; provided, however, that the obligation to maintain the confidentiality of such Confidential Information shall not extend to information which (i) is or becomes generally available to the public other than as a result of a disclosure by Demmler (ii) is or becomes available to Demmler from a source other than the Bank or its Representatives, provided that such source is not, and was not, bound by a confidentiality agreement with the Bank or its Representatives, or (iii) was available to Demmler on a nonconfidential basis prior to disclosure.

2. Notwithstanding any provision of this Agreement to the contrary, if Demmler is requested or required in a judicial, administrative or governmental proceeding to disclose (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) any Confidential Information contemplated by this Agreement, Demmler agrees to provide the Bank with Prompt written notice of such request and all related proceedings so the Bank may seek an appropriate protective order or take any other action. If, as a result of any such request or requirement, Demmler is compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or other censure or penalty, Demmler may disclose only that portion of the Confidential Information which he/she is advised by legal counsel in writing is legally required to be disclosed, (ii) shall use his/her best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information, and (iii) shall not be liable for such disclosure if Demmler complies with the notice provision of this paragraph, unless such disclosure was caused by, or resulted from, a previous disclosure by Demmler not permitted by this Agreement.

3. In the event that the Negotiations do not result in the employment of Demmler by the Bank, upon the request of the Bank, Demmler shall promptly deliver to the Bank all Confidential Information in his/her possession or control, without retaining any copy whatsoever. In the event such a request is made, Demmler shall deliver to the Bank a certificate signed by him/her certifying that all such Confidential Information has either (i) been delivered to the Bank or (ii) been destroyed.

4. Without the prior written consent of Demmler the Bank agrees that, until Demmler is employed by the Bank, it will not, and will direct its Representatives not to, disclose to any person the fact that the Negotiations are taking place or any of the terms, conditions or other facts with respect to the Negotiations.

5. Each Party agrees that money damages would not be an adequate remedy for any breach of this Agreement and that each Party is entitled to specific performance and injunctive relief in the event of any breach of the provisions of this Agreement and that such Party shall not oppose the granting of such relief. Such remedies shall not be deemed to be the exclusive remedies for the breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

6. This Agreement shall inure to the benefit of each Party and shall be enforceable by each Party and its respective successors and assigns. This Agreement and any portion or provision hereof may be modified or waived only by an express written modification or waiver signed by the Parties. A Party's failure or delay to exercise any right, power, or privilege (collectively, "Rights") under this Agreement shall not operate as a waiver of such Right. A Party's single or partial exercise of any Right shall not preclude any further exercise of that Right or any other Right.

7. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. This Agreement may be executed in counterparts. Any judicial proceeding brought against a Party regarding any dispute arising out of this Agreement or any matter related hereto may be brought in the courts of the State of Ohio. By execution and delivery of this Agreement, each Party accepts the exclusive jurisdiction of such courts and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement or any matter related hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Confidentiality Agreement to be executed on the day and year set forth in the first paragraph above.

/s/ John E. Demmler

John Demmler

THE CITIZENS BANK OF LOGAN

/s/ Bryan K. Starner

By: _____
Bryan K. Starner

Title: President
