

David A. Trott Employment Agreement

NDeX, our majority-owned subsidiary, entered into an employment agreement with David A. Trott on March 14, 2006, when he agreed to serve as president of NDeX, and entered into an amendment to that employment agreement on December 29, 2008, when he agreed to serve as chairman and chief executive officer of NDeX and report to the president of The Dolan Company. Mr. Trott's employment agreement includes an initial two-year employment term, with an automatic one-year renewal, unless either party provides prior written notice of its or his intent not to renew the agreement to the other party at least sixty days prior to the end of the term.

Under the terms of the employment agreement, Mr. Trott received an annual salary of \$260,000 for his services during 2006 and 2007 and also is entitled to three weeks of paid vacation annually. Mr. Trott must devote no less than one-half of his full business time to NDeX. Mr. Trott is also entitled to participate in and receive such benefits under NDeX's welfare benefit plans and its other general practices, policies and arrangements, including medical and hospitalization coverage, group term life insurance, disability insurance, accidental death insurance, retirement plans and fringe benefits, that NDeX makes generally available to its senior management employees. Mr. Trott's employment agreement with NDeX automatically renewed for an additional one year term on each of March 14, 2008, 2009 and 2010. For 2011, the committee set Mr. Trott's base salary at \$283,000, which was an increase of 2.2 percent over 2010.

Either party may terminate Mr. Trott's employment at any time, with or without cause and with or without notice. If NDeX terminates Mr. Trott's employment without cause, Mr. Trott is entitled to severance benefits. See "Executive Compensation — Potential Payments Upon Termination or Change In Control" for a description of the severance payments and other benefits that Mr. Trott will receive upon a termination without cause and for a description of the definition of "cause" as that term relates to Mr. Trott.

Mr. Trott has agreed to restrictive covenants that will survive for three years following expiration or termination of his employment agreement pursuant to which he has agreed to not compete with NDeX's business, subject to certain limited exceptions, or solicit or interfere with NDeX's or any of NDeX's members' relationships with NDeX's or NDeX's members' employees and independent contractors. Mr. Trott also has agreed to maintain the confidentiality of NDeX's proprietary information and assign any inventions to NDeX that he acquired or developed during his relationship with NDeX. Additionally, Mr. Trott has agreed not to divert any corporate opportunities from NDeX or The Dolan Company during the term of his employment. See "Executive Compensation — Potential Payments Upon Termination or Change In Control" for a further description of severance benefits Mr. Trott will receive.