

Metropolitan Regional Information Systems, Inc.
v.
American Home Realty Network, Inc. and Jonathan J. Cardella

Exhibit C

December 21, 2011

VIA EMAIL ONLY to eric.feig@mrjs.net

Eric M. Feig
General Counsel
MRIS

Re: Alleged Copyright Infringement

Dear Mr. Feig:

We received your correspondence of November 18, 2011, concerning our use of material which you claim infringes upon copyrights that your client owns. I apologize for the delay in responding to you, but our company felt that, in order to provide a meaningful response, it should have its own counsel review the claims and before responding. I joined the company as General Counsel as of Monday, December 12, 2011, and have now reviewed your claims.

While my legal analysis leads me to believe that there are substantial grounds upon which to challenge the validity of your claims, including a challenge to the claim of copyright, the right of “fair use” of the material as a claim of transformative use such as was recently established in favor of Google, and the right to access of the material under the position articulated by the Department of Justice in its lawsuit against NAR in the matter of *United States of America v. National Association of Realtors*, Case No. 05 C 5140, the other enforcement actions taken by DOJ in South Carolina, Kentucky and other jurisdictions, as well as the blossoming of class actions in such jurisdictions as Michigan and Pennsylvania, it is our preference to attempt to work out a constructive solution that results in economic benefit to both parties.

We would like to propose that we enter into a discussion to develop a “custom license” that would enable American Home Realty Network Inc. (“American”) to continue to use the listing data (“Listing Data”) in which your client claims a proprietary interest to accomplish the following:

1. Make buy-side and sell-side referrals exclusively to your client’s MLS members;
2. Charge referral fees (instead of fixed monthly charges found in the business models of some of our competitors) to your client’s member brokers and real estate agents who

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execute our Referral Agreement (sample agreement enclosed for your review) on all commissions received from transactions related to those referrals;

3. Rank and rate member brokers and real estate agents for public display and to effectuate referrals;
4. Derive and own analysis and derivative works from the factual Listing Data;
5. Use and publish the Listing Data, including but not limited to sold and off-market property data for the above-stated purposes;
6. Offer and pay a partial client rebate (in jurisdictions in which such practices are permitted) to customers (buyers/sellers).

In consideration for the use of the data as described above, American would pay a license fee or, alternatively, a 3% override on all referral fees received pursuant to our Referral Agreement.

American's website will provide a visible listing credit beneath the listing photos identifying the listing broker and agent (as current), and will clearly state that American is not an MLS or a listing broker on all pages containing the Listing Data.

Although we are licensed as a broker in the State of California, American does not and will not broker real estate transactions, sell leads or offer to sell leads or client information. We do not, and will not, accept fees or payments from real estate brokers or agents, outside of the standard referral fees established in our Referral Agreement. It is our practice to recommend and refer, without bias, customers to MLS member agents using the Listing Data.

We believe that there are significant benefits to your client in entering into a business relationship with American:

1. Your client will control the data licensing, thereby ensuring data quality and compliance with the terms of our agreement;
2. Your client and its members are guaranteed exclusivity with regard to all client referrals related to the Listing Data being delivered only to active MLS members;
3. Your client's member listing brokers and agents receive brand and listing exposure on our website;
4. American covers all costs to operate and manage the systems, to qualify and support end users, and to make all referrals to your client's members;
5. American provides a facility for ensuring that home buyers and sellers in your client's jurisdiction receive timely introductions to local member agents with relevant expertise;
6. American provides needed efficiencies to your client's member agents and their clients with its proprietary system for fostering and managing agent-client relationships;

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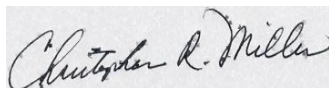
(Note: American specializes in servicing referrals for the sub-\$200K, first time home-buyer and short sale/foreclosure markets where clients are often neglected and agents need additional assistance with client management)

7. Your client gains incremental revenues through our licensing arrangement;
8. Your client fosters provision of innovative tools to consumers as a benefit to the public.

In addition to the points set forth above, we are also willing to discuss, as part of a licensing agreement, provision of our proprietary data and tools to your client and/or your client's members to enhance their business operations, such as placing and managing relocation referrals for your client and your client's members to generate significant additional revenues or through the provision of our *Agent Match*® data, agent profiles, website framework and interfaces, and referral web services for use on your client's public or member facing websites. This would allow your client to essentially white-label our business model and technology to launch and support your own national referral network to generate additional revenue from clients who are relocating out of the state or county.

We would appreciate your consideration of our proposal, and would like to hear from you at your earliest convenience; perhaps we can arrange a meeting or conference call as a next step.

Sincerely,

A handwritten signature in black ink that reads "Christopher R. Miller". The signature is written in a cursive style and is placed on a light-colored rectangular background.

Christopher R. Miller
Chief Legal Officer and General Counsel

cc: Jonathan Cardella