

EXHIBIT C: REG CF RISKS OF INVESTING

THE PURCHASE OF SECURITIES FROM THE COMPANY IS SPECULATIVE AND INVOLVES SIGNIFICANT RISK, INCLUDING THE RISK THAT YOU WILL LOSE SOME OR ALL OF YOUR MONEY. THIS INVESTMENT IS SUITABLE ONLY FOR INVESTORS WHO FULLY UNDERSTAND AND ARE CAPABLE OF BEARING THE RISKS.

SOME OF THE RISKS ARE DESCRIBED BELOW. THE ORDER IN WHICH THESE RISKS ARE DISCUSSED IS NOT INTENDED TO SUGGEST THAT SOME RISKS ARE MORE IMPORTANT THAN OTHERS.

Risks Associated with the Real Estate Industry.

You Might Lose Your Money: When you buy a certificate of deposit from a bank, the Federal government (through the FDIC) guarantees you will get your money back. Buying the Interests is not like that at all. The ability of the Company to make the distributions you expect, and ultimately to give you your money back, depends on a number of factors, including some beyond its control. Nobody guaranties that you will receive distributions and you might lose some or all of your money.

Risks of Real Estate Industry: Our assets will consist of an investment in the Project Entity and its real estate development project. Real estate transactions can be risky and unpredictable. For example, many experienced, informed people lost money when the real estate market declined in 2007-2008. Time has shown that the real estate market goes down without warning, sometimes resulting in significant losses. Some of the risks of investing in real estate include changing laws, including environmental laws; floods, fires, and other acts of God, some of which are uninsurable; changes in national or local economic conditions; changes in government policies, including changes in interest rates established by the Federal Reserve; and international crises. In the event of a downturn in the real estate market, the rental market may collapse or construction may stop and, hence, the Project Entity and the Company would be unable to make distributions.

Incomplete Due Diligence: We have performed significant “due diligence” on the Project. However, due diligence is as much an art as it is a science. As a practical matter, it is simply impossible to review all of the information about a given real estate asset and there is no assurance that all of the information the Company has reviewed will be accurate or complete in all respects. For example, sometimes important information is hidden or simply unavailable, or a third party might have an incentive to conceal information or provide inaccurate information, and the Company cannot verify all the information it receives independently. It is also possible that the Company reached inaccurate conclusions about the information it reviewed.

Financial Difficulties of Tenants: If a tenant experiences financial difficulty it might be unable to pay rent. Although we would ultimately have the legal right to evict a non-paying tenant and recover our damages,

eviction proceedings can be long and expensive and if the tenant is unable to pay rent it is unlikely we could recover the damages due to us.

Lower-Than-Expected Occupancy Levels and/or Rents: Our economic models assume certain occupancy levels and average rentals. There is no guarantee we will achieve or sustain these levels. For example, a deterioration in general economic conditions could put downward pressure on rents and occupancy levels, or prevent us from raising rents in the future. Competition, especially from newer buildings with greater amenities, could have the same effect.

Property Value Could Decline: The value of the Project could decline, perhaps significantly. Factors that could cause the value of the real estate to decline include, but are not limited to:

- Changes in interest rates
- Competition from new and existing properties
- Changes in national or local economic conditions
- Changes in zoning
- Environmental contamination or liabilities
- Changes in the local neighborhood
- Fires, floods and other casualties
- Uninsured losses
- Undisclosed defects in the Project
- Regulatory changes

Environmental Risks: We have performed customary environmental investigations of the Project, which revealed recognized environmental conditions related to soil concentrations that exceed Pennsylvania Department of Environmental Protection (PADEP) regulatory limits. We intend to comply with PADEP regulations to resolve the concentrations of contamination. These investigations are, by nature, not conclusive, and do not come with guaranties. Moreover, under Federal and State laws, a current or previous owner or operator of real estate may be required to remediate any hazardous conditions without regard to whether the owner knew about or caused the contamination. Similarly, the owner of real estate may be subject to common law claims by third parties based on damages and costs resulting from environmental contamination. Failure to properly remediate the land could have an adverse effect on the Project or the value of the land could decline significantly.

Liability for Personal Injury: As the owner of real estate, the Project Entity faces significant potential liability for personal injury claims, *e.g.*, “slip and fall” injuries. Although the Project Entity will carry insurance against potential liability, and will transfer liability to tenants *via* lease contracts, it is possible that the Project Entity could suffer a liability in excess of its insurance coverage.

Financial Difficulties of Tenants: If the Project Entity's tenants experience financial difficulty the tenants might be unable to pay rent. Although we would ultimately have the legal right to evict a non-paying tenant and recover our damages, eviction proceedings can be long and expensive and if the tenants are unable to pay their rent it is unlikely we could recover the damages due to us.

We Do Not Own the Real Estate and Never Will: We do not own the real estate that the Project will be developed on. The land is owned by the Philadelphia Housing Authority (PHA) and will always be owned by PHA. We will never acquire the land. Our interest in the land arises as a result of a ground lease. We will secure a leasehold mortgage based on our interest in the ground lease. At some point determined by the Manager, we will seek to dispose of our ground lease interest. However, there is no guarantee that there will be a market or any purchasers that will purchase our ground lease interest.

We are the Tenant of a Ground Lease: We do not have fee ownership of the land, we are subject to the default, termination and reversion terms outlined in the ground lease, which could materially impact our ability to continue to operate the Project and ultimately provide distributions to Investors.

No Guarantee PHA will Exercise its Option to Acquire the Project: PHA has tentatively requested an option to acquire the Project; however, PHA has not executed in formal agreement embodying the option. PHA is subject to a budget that may need to be approved by federal or state agencies and may not have the funding available to acquire the Project. Furthermore, PHA may not offer the most advantageous terms. We may need to consider all potential purchasers.

Governmental Approvals may be Required: PHA is a housing authority and may require additional federal or state governmental approvals or consents to provide the leverage loan financing, execute the ground lease and operating agreement and enter into the contemplated transaction. Delays on the part of PHA may delay closing or change the structure of the contemplated transaction.

Risks Associated with New Markets Tax Credits: Failure of the Project Entity to comply with the requirements of the NMTC program may result in significant losses, a recapture event or impair our financial condition. The Code limits the use of the NMTC program to commercial real estate and prohibits transactions where the project could be deemed as residential rental property, as defined in Section 168 of the Code. The Project Entity must monitor rental income from the residential portion of the Project and the commercial portion of the Project to maintain compliance with the NMTC program.

Casualty Losses: Fires, flooding, mold infestations, or other casualties could materially and adversely affect the Project, even if the Project Entity carries adequate insurance.

Uninsured Losses: We will try to ensure that the Project is covered by insurance against certain risks, including fire. However, we may not carry insurance against the risk of natural disasters like earthquakes or floods, and there might be other risks that cannot be insured, or cannot be insured at affordable premiums. Further, it is possible that we may accidentally allow our insurance to lapse. If the Project were damaged or destroyed as a result of an uninsured or under-insured risk, we may suffer significant losses.

Need for Additional Capital: The Project Entity might need more capital, whether to finance cost overruns, to pay for improvements, to cover cash flow shortfalls, or otherwise. There is no assurance that

additional capital will be available at the times or in the amounts needed, or that, if capital is available, it will be available on acceptable terms. For example, if capital is available in the form of a loan, the loan might bear interest at very high rates, or if capital is available in the form of equity, the new investors might have rights superior to those of Investors, effectively diluting the interests of Investors.

No Right to Participate in Management: Investors will have no right to participate in the management of the Company or the Project Entity. You should consider buying the Interests only if you are willing to entrust all aspects of the Company's business to the Manager and all aspects of the Project Entity's business to the Manager.

Reliance on Management Team: Mosaic and Shift are small companies, with a handful of principals. If a key member of the management team were to die, become seriously ill, leave the Manager or become unavailable for any reason, it could damage our prospects and our ability to make the expected distributions on the Interests and it may be difficult or impossible for us to find a suitable replacement. The principals of Mosaic and Shift may engage in other business activities, investments, or ventures, independently or with others, and are not obligated to devote more than a portion of their time to our affairs.

Subordination to Senior Lenders: The Project Entity intends to borrow money, giving the lender a leasehold mortgage on the Project. If the Project Entity went bankrupt, the lender(s) would be paid first (up to the value of their security), before any amounts are distributed to Investors.

No Market for the Company's Interests; Limits on Transferability: There are several obstacles to selling or otherwise transferring your Interests:

- There will be no public market for your Interests, meaning you could have a hard time finding a buyer.
- Under the Company LLC Agreement, the Interests may not be transferred without the Manager's consent, which the Manager may withhold in its sole discretion.
- The Manager has the right to impose conditions on the sale of the Interests, and these conditions might not be acceptable to you.
- If you want to sell your Interests, the Manager has a first right of refusal to buy it.
- By law, you may not sell your Interests unless they are registered under applicable securities statutes or the transfer is eligible for an exemption from registration.

Taking all that into account, you should plan to own your Interests indefinitely.

No Registration Under Securities Laws: Neither the Company nor the Interests will be registered with the SEC or the securities regulator of any State. Hence, neither the Company nor the Interests are subject to the same degree of regulation and scrutiny as if they were registered.

Risk Associated with Escrow Account: When you invest, your money will be held in an FDIC insured account. Although the account will be held at one or more banks insured by the FDIC, the amount in any such account could exceed the FDIC limits. If the bank holding the account became insolvent in that situation, you could lose some or all of your money. That is your risk, not ours.

Lack of Ongoing Information: While we will provide you with periodic statements concerning the Company and its business, we will not provide nearly all of the information that would be required of a public reporting company.

Lack of Cash to Pay Tax Liabilities: The Company will be treated as a partnership for Federal income tax purposes. As such, the taxable income and losses of the Company will “pass through” the Company and be reported on the tax returns of Investors. It is possible that for one or more years, the tax liability of an Investor arising from his, her, or its share of the Company taxable income would exceed the cash distributed to the Investor for the year in question, leaving the Investor with an out-of-pocket tax cost.

Conflicts of Interest: Conflicts of interest could arise between the Company and Investors and/or between the Project Entity and Investor. For example:

- It might be in the best interest of Investors if the Manager devoted its full time and attention to the Project. However, the Project is only one of the projects the Manager and its team will manage.
- The fees to be paid by the Company to the Manager and by the Project Entity to the Manager were not negotiated at arm’s length.

The Investment Agreement and the Company LLC Agreement Limit Your Rights: The Investment Agreement would limit your rights in several important ways if you believe you have claims against us arising from the purchase of your Interests:

- In general, your claims would be resolved through arbitration, rather than through the court system. Any such arbitration would be conducted in Philadelphia, Pennsylvania, which might not be convenient for you.
- You would not be entitled to a jury trial.
- You would not be entitled to recover any lost profits or special, consequential, or punitive damages.
- If you lost your claim against us, you would be required to pay our expenses, including reasonable attorneys’ fees. If you won, we would be required to pay yours.

The Company LLC Agreement Limits Investor Rights: The Company LLC Agreement limits your rights in some important respects. For example:

- The Company LLC Agreement significantly curtails your right to bring legal claims against management, even if they make mistakes that cost you money. For example, the Company LLC

Agreement waives any “fiduciary duties” the Manager would otherwise owe to Investors. However, Investors do not waive acts deemed by a court of competent jurisdiction to be acts of willful misfeasance, bad faith or gross negligence.

- The Company LLC Agreement limits your right to obtain information about the Company and to inspect its books and records.
- The Company LLC Agreement doesn’t allow Investors to remove the Manager, even if you think the Manager is doing a bad job.
- Disputes under the Company LLC Agreement will be governed by Delaware law and arbitrated in Philadelphia, Pennsylvania.
- The Company LLC Agreement restricts your right to sell or otherwise transfer your Interests.
- The Company LLC Agreement allows the Manager to force a sale of your Interests, in connection with a sale of the whole Company.
- The Company LLC Agreement requires you to waive any contractual appraisal rights you might otherwise have under Delaware law, as well as any “dissenter’s rights.”

The Project LLC Agreement Limits Investor Rights: The Project LLC Agreement limits your rights in some important respects. For example:

- The Project LLC Agreement doesn’t allow Investors to remove the Manager, even if you think the Manager is doing a bad job.
- The Project LLC Agreement restricts your right to sell or otherwise transfer your Interests.
- Disputes under the Project LLC Agreement will be resolved by mandatory arbitration and governed by Pennsylvania law and handled in Pennsylvania courts.

Breaches of Security: It is possible that our systems would be “hacked,” leading to the theft or disclosure of confidential information you have provided to us. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until they are launched against a target, we and our vendors may be unable to anticipate these techniques or to implement adequate preventive measures.

Risks Common to Companies on the Platform Generally

Reliance on Management. Under the Company LLC Agreement, Investors will not have the right to participate in the management of the Company. Instead, Gregory Reaves and Brian Murray will manage all aspects of the Company and its business. Furthermore, if Mr. Reaves or Mr. Murray or other key personnel of the Company were to leave the Company or become unable to work, the Company (and your

investment) could suffer substantially. Thus, you should not invest unless you are comfortable relying on the Company's management team. You will never have the right to oust management, no matter what you think of them.

Inability to Sell Your Investment. The law prohibits you from selling your securities (except in certain very limited circumstances) for one year after you acquire them. Even after that one-year period, a host of Federal and State securities laws may limit or restrict your ability to sell your securities. Even if you are permitted to sell, you will likely have difficulty finding a buyer because there will be no established market. Given these factors, you should be prepared to hold your investment for its full term (in the case of debt securities) or indefinitely (in the case of equity securities).

We Might Need More Capital. We might need to raise more capital in the future to fund new product development, expand operations, buy property and equipment, hire new team members, market products and services, pay overhead and general administrative expenses, or a variety of other reasons. There is no assurance that additional capital will be available when needed, or that it will be available on terms that are not adverse to your interests as an Investor. If the Company is unable to obtain additional funding when needed, it could be forced to delay its business plan or even cease operations altogether.

Changes in economic conditions could hurt Our businesses. Factors like global or national economic recessions, changes in interest rates, changes in credit markets, changes in capital market conditions, declining employment, decreases in real estate values, changes in tax policy, changes in political conditions, and wars and other crises, among other factors, hurt businesses generally and could hurt our business as well. These events are generally unpredictable.

No Registration Under Securities Laws. Our securities will not be registered with the SEC or the securities regulator of any state. Hence, neither the Company nor the securities will be subject to the same degree of regulation and scrutiny as if they were registered.

Incomplete Offering Information. Title III of the 2012 JOBS Act does not require us to provide you with all the information that would be required in some other kinds of securities offerings, such as a public offering of shares (for example, publicly-traded firms must generally provide Investors with quarterly and annual financial statements that have been audited by an independent accounting firm). Although Title III does require extensive information, it is possible that you would make a different decision if you had more information.

Lack of Ongoing Information. We will be required to provide some information to Investors for at least one year following the offering. However, this information is far more limited than the information that would be required of a publicly-reporting Company; and we are allowed to stop providing annual information in certain circumstances.

Breaches of Security. It is possible that our systems would be "hacked," leading to the theft or disclosure of confidential information you have provided to us. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until they are launched

against a target, we and our vendors may be unable to anticipate these techniques or to implement adequate preventative measures.

Uninsured Losses. We might not buy enough insurance to guard against all the risks of our business, whether because it doesn't know enough about insurance, because we can't afford adequate insurance, or some combination of the two. Also, there are some kinds of risks that are simply impossible to insure against, at least at a reasonable cost. Therefore, the Company could incur an uninsured loss that could damage our business.

Unreliable Financial Projections. We might provide financial projections reflecting what we believe are reasonable assumptions concerning the Company and its future. However, the nature of business is that financial projections are rarely accurate. The actual results of investing in the Company will likely be different than the projected results, for better or worse.

Limits on Liability of Company Management. The Company LLC Agreement limits the liability of management, making it difficult or impossible for Investors to sue managers successfully if they make mistakes or conduct themselves improperly. You should assume that you will never be able to sue the management of the Company, even if they make decisions you believe are stupid or incompetent.

Changes in Laws. Changes in laws or regulations, including but not limited to zoning laws, environmental laws, tax laws, consumer protection laws, securities laws, antitrust laws, and health care laws, could adversely affect the Company.

Conflicts of Interest. In many ways your interests and ours will coincide: you and we want the Company to be as successful as possible. However, our interests might be in conflict in other important areas, including these:

- You might want the Company to distribute money, while the Company might prefer to reinvest it back into the business.
- You might wish the Company would be sold so you can realize a profit from your investment, while management might want to continue operating the business.
- You would like to keep the compensation of managers low, while managers want to make as much as they can.
- You would like management to devote all their time to this business, while they might own and manage other businesses as well.

Your Interests Aren't Represented by Our Lawyers. We have lawyers who represent us. These lawyers have drafted our Company LLC Agreement, Project LLC Agreement and Investment Agreement, for example. None of these lawyers represents you personally. If you want your interests to be represented, you will have to hire your own lawyer, at your own cost.

Risks Associated with Equity Securities

Equity Comes Last in the Capital Stack. You will be buying “equity” securities in the Company. The holders of the equity interests stand to profit most if the Company does well but stand last in line to be paid when the Company dissolves. Everyone – the bank, the holders of debt securities, even ordinary trade creditors – has the right to be paid first. You might buy equity hoping the Company will be the next Facebook but face the risk that it will be the next Theranos, and completely fails.

Possible Tax Cost. The Company is a limited liability company and, as such, will be taxed as a partnership, with the result that its taxable income will “flow through” and be reported on the tax returns of the equity owners. It is therefore possible that you would be required to report taxable income of the Company on your personal tax return, and pay tax on it, even if the Company doesn’t distribute any money to you. To put it differently, your taxable income from a limited liability company is not limited to the distributions you receive.

Your Interest Might be Diluted: As an equity owner, your interest will be “diluted” immediately, in the sense that (1) the “book value” of the Company is lower than the price you are paying, and (2) the founder of the Company, and possibly others, bought their stock at a lower price than you are buying yours. Your interest could be further “diluted” in the future if the Company sells its securities at a lower price than you paid.

Future Investors Might Have Superior Rights: If the Company needs more capital in the future and sells its securities to raise that capital, the new Investors might have rights superior to yours. For example, they might have the right to be paid before you are, to receive larger distributions, to have a greater voice in management, or otherwise.

Our Companies will not be Subject to the Corporate Governance Requirements of the National Securities Exchange: Any Company whose securities are listed on a national stock exchange (for example, the New York Stock Exchange) is subject to a number of rules about corporate governance that are intended to protect Investors. For example, the major U.S. stock exchanges require listed companies to have an audit committee made up entirely of independent members of the board of directors (*i.e.*, directors with no material outside relationships with the Company or management), which is responsible for monitoring the Company’s compliance with the law. Our Company is not required to implement these and other protections for owners of our securities.

**The foregoing are not necessarily the only risks of investing.
Please consult with your professional advisors.**