

HORIZON RESIDENTIAL INCOME FUND I, LLC

HORIZON NOTE

Any transfer, pledge or other use of this promissory note (this “Note”) for value or otherwise by or to any person is wrongful unless this Note has been presented by the registered holder of this Note (the “Noteholder”) to Horizon Residential Income Fund I, LLC (the “Company”) or its agent for approval and registration of such transfer. This Note is not transferable without the prior written consent of the Company which may be granted or withheld in the Company’s sole discretion.

This Note has not been registered for sale under the Securities Act of 1933, as amended (the “Securities Act”), or any other applicable federal or state securities laws. This Note may not be sold, offered for sale, pledged or hypothecated in the absence of an effective registration statement under the Securities Act and other applicable securities laws or pursuant to an applicable exemption from registration under the Securities Act and such other securities laws. Please see the Confidential Private Placement Memorandum with respect to this offering dated as of June 12, 2025 (as may be amended from time to time, the “Memorandum”), the specific Series Disclosure Supplement (as defined herein), the Subscription Agreement between the Company and the Noteholder with respect to this Note (the “Subscription Agreement”), for further details.

FOR VALUE RECEIVED, Horizon Residential Income Fund I, LLC a limited liability company organized under the laws of the State of Delaware (“Company”), hereby promises to pay to the person identified as the “Noteholder” set forth in the Series Disclosure Supplement (the “Noteholder”), in accordance with and subject to the terms and conditions of the Subscription Agreement between Company and the Noteholder, Note Payments (as defined below) in U.S. dollars (“Dollars”) in accordance with the terms of the applicable Series Disclosure Supplement.

The issue price of this Note is the stated principal amount of this Note and the issue date is the date that the Company received the Noteholder’s investment. A Noteholder should email the Company at investwith@upright.us with any questions.

Series Disclosure Supplement: The specific terms applicable to this Note are set forth on the Series Disclosure Supplement for the relevant series of Notes, a form of which is attached as Exhibit A hereto.

1. Definitions. Unless otherwise defined herein, terms used herein that are defined in the Subscription Agreement shall have the respective meanings assigned thereto in the Subscription Agreement, which agreement is incorporated herein by reference in its entirety. To the extent that provisions contained in this Note are inconsistent with the provisions set forth in the Subscription Agreement, the provisions contained in the Subscription Agreement will apply. “Record Date” shall mean the second Business Day immediately preceding each Payment Date. “Business Day” shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which (1) the Automated Clearing House system operated by the United States Federal Reserve Bank (the “ACH System”) is closed or (2) banking institutions are authorized or obligated by law or executive order to close in New York, New York or Wilmington, Delaware.

2. Payments of Principal and Interest.

2.1 Payments. Subject to the limitations on payment described below, the Company will make payments of the interest on the unpaid principal balance as provided in the Series Disclosure Supplement (“Note Payments”) on or around the fifteenth (15th) day of each calendar month (the “Payment Date”). Principal on this Note will be paid by a single payment on or around the fifteen (15th) day of the calendar month following the Maturity Date if elected by Noteholder or the Extended Maturity Date as the case may be, unless paid sooner pursuant to Section 2.6. Except as provided in the Subscription Agreement, the interest and principal payable on any Payment Date, Maturity Date or the Extended Maturity Date, respectively, will be paid to the person in whose name this Note is registered at the close of business on the Record Date next preceding such Payment Date, Maturity Date or Extended Maturity Date in accordance with the terms of this Note. The Company and any paying agent thereof may deem and treat the registered Noteholder hereof as the absolute owner of this Note at the Noteholder’s address as it appears on the books of the Company kept by the Company or duly authorized agent of the Company (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account hereof and for all other purposes and the Company nor any paying agent shall be affected by any notice to the contrary. Such Note Payments shall continue until the entire indebtedness evidenced by the Note and all accrued and unpaid interest and fees are fully paid, with any unpaid principal and interest due and payable on the Maturity Date or Extended Maturity Date as shown on the Series Disclosure Supplement.

On the date on which the outstanding principal of this Note and all accrued interest thereon have been paid and performed in full (whether through the payments required under Section 2.1 or in the case of an Event of Default), the Noteholder will, upon request, execute and deliver to the Company a proper instrument or instruments acknowledging the satisfaction of this Note.

2.2 Maturity Date. The Note will mature on the Maturity Date. Unless elected by the Noteholder to receive its payment due at the Maturity Date, this Note will automatically renew for an additional three (3) months from the Maturity Date (the “Extended Maturity Date”) at the same terms and conditions of the original Note and will continue to renew for subsequent three (3) month terms with corresponding updates to the Extended Maturity Date until elected by the Noteholder to receive its payment due at the Extended Maturity Date.

2.3 Interest. Interest on the unpaid principal balance will accrue at an annual rate equal to the interest rate shown on the applicable Series Disclosure Supplement (the “Interest Rate”) from the date of this Note as set forth on the Series Disclosure Supplement (which shall be the date that the Company received the Noteholder’s investment) up to and including the Maturity Date or Extended Maturity Date as applicable. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months (30/360 basis).

2.4 Withholding Tax. If any withholding tax is imposed on any payment made by the Company to the Noteholder, such tax shall reduce the amount otherwise payable with respect to such payment. Upon request of the Company, the Noteholder shall provide the Company with the applicable Internal Revenue Service form or other similar withholding certificate of a state, local,

or foreign governmental authority such that the Company may make payments on the Note without deduction for any tax.

2.5 Currency. All payments of principal and interest on this Note due to the Noteholder hereof shall be made in Dollars, in immediately available funds in the form of (x) a credit to the Noteholder's account with the Company, which can be transferred to Noteholder's personal bank account by ACH upon request, or (y) a direct deposit into the Noteholder's bank account on file with the Company. Requests to expedite the transfer of funds to a Noteholder's bank account by wire will incur a charge not to exceed one-hundred dollars (\$100). All Dollar amounts used in or resulting from the calculation of amounts due in respect of this Note shall be rounded to the nearest cent (with one-half cent being rounded upward).

2.6 Prepayment. The Company may prepay this Note in whole or in part at any time without any penalty.

3. DEFAULTS AND REMEDIES

3.1 Events of Default. Unless otherwise specified with respect to any series of Notes, an "Event of Default" occurs, with respect to each series of the Notes individually, if:

(a) the Company defaults in the payment of any Principal of, or interest upon, any Note of such series when the same becomes due and payable and continuance of such default for a period of thirty (30) days;

(b) the Company fails to comply with any of its agreements in the Notes and such failure continues for ninety (90) days after receipt by the Company of a Notice of Default; provided, however, that if the Company shall proceed to take curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of ninety (90) days then such period shall be increased to such extent as shall be necessary to enable the Company diligently to complete such curative action;

(c) there shall have been the entry by a court of competent jurisdiction of (1) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Bankruptcy Law or (2) a decree or order adjudging the Company bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or of any substantial part of its property, or ordering the wind up or liquidation of its affairs, and any such decree or order for relief shall continue to be in effect, or any such other decree or order shall be unstayed and in effect, for a period of sixty (60) consecutive days;

(d) (1) the Company commences a voluntary case or proceeding under any applicable Bankruptcy Law or any other case or proceeding to be adjudicated bankrupt or insolvent, (2) the Company consents to the entry of a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against it, (3) the Company files a petition or answer or consent seeking reorganization or substantially comparable relief under any applicable

federal state law, (4) the Company (x) consents to the filing of such petition or the appointment of, or taking possession by, a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Company or of any substantial part of its property, (y) admits in writing its inability to pay its debts generally as they become due or (5) the Company takes any action in furtherance of any such actions in this clause (d); or

(e) any other Event of Default provided with respect to Notes of that series.

For purposes of the foregoing, “Bankruptcy Law” means Title 11, United States Code, or any similar federal or state law for the relief of debtors. “Custodian” means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

A Default under clause (b) above is not an Event of Default until the Noteholders of at least twenty five percent (25%) in aggregate Principal Amount of the Outstanding Notes of all series for which such Default exists notify the Company of the Default and the Company does not cure such Default within the time specified in clause (b) above after receipt of such notice. Any such notice must specify the Default, demand that it be remedied and state that such notice is a “Notice of Default.”

3.2 Acceleration. If an Event of Default specified in Section 3.1(c) or (d) occurs and is continuing, the Principal (or portion thereof) of all the Notes shall become and be immediately due and payable without any declaration or other act on the part of any Noteholders. The Noteholders of a majority in aggregate Principal Amount of all Outstanding Notes, by notice to the Company (and without notice to any other Noteholder) may rescind an acceleration and its consequences if (i) the rescission would not conflict with any judgment or decree, and (ii) all Events of Default specified in Section 3.1(c) or (d) have been cured or waived. No such rescission shall affect any subsequent Default or impair any right consequent thereto. For avoidance of doubt, there shall be no acceleration of the Principal (or portion thereof) of any Notes upon the occurrence of an Event of Default other than an Event of Default specified in Section 3.1(c) or (d).

3.3 Limitations on Suits. A Noteholder of any Note of any series may not pursue any remedy with respect to this Note unless the Noteholder first gives to the Company written notice stating that an Event of Default with respect to the Notes of that series is continuing.

4. Not Redeemable. This Note is not entitled to any “sinking fund,” e.g., money set aside periodically for the gradual repayment. This Note is not redeemable at the option of the Noteholder.

5. Limitations on Transfer. This Note may not be transferred except as may be permitted under the terms of the Subscription Agreement. In the event that all conditions for transfer set forth in the Subscription Agreement have been satisfied, then upon due presentment for registration of transfer of this Note at the office of the Company in Cleveland, Ohio, accompanied by a written instrument of transfer in form satisfactory to the Company duly executed by the Noteholder or the Noteholder’s attorney electronically or in writing, a new Note or Notes in authorized denominations in Dollars for an equal aggregate principal amount and like interest rate and

maturity will be issued to the transferee in exchange therefor, subject to any transfer fee payable to the Company and for any stamp tax or other governmental charge imposed in connection therewith.

6. Assignment. This Note inures to and binds the heirs, legal representatives, successors, and assigns of the parties; provided that the Noteholder may only assign or transfer this Note in connection with the terms outlined herein and in the Subscription Agreement, and under no circumstances may the Noteholder assign or transfer this Note in violation of the Securities Act of 1933, as amended (the “Securities Act”).

7. Choice of Law; Arbitration; Choice of Forum. This Note shall be interpreted in accordance with and governed by the laws of the State of New York. Any dispute arising out of or in connection with this Note shall be referred to arbitration by a single arbitrator selected by the parties to this Note according to the rules of the American Arbitration Association (“AAA”) and administered by the AAA in accordance with its Commercial Arbitration Rules with discovery permitted. The decision of the arbitrator will be final and binding on all parties to this Note and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration will be conducted by and at the New York, New York office of the AAA and governed by New York law, without regard to conflict of laws principles thereof. Judgment on the award of the arbitrator may be entered in and enforced by any court of competent jurisdiction.

8. Waiver. The Company, endorser, and all other persons liable or to become liable on this Note waive diligence, presentment, protest and demand, and also notice of protest, demand, nonpayment, dishonor and maturity and consents to any extension of the time or terms of payment hereof, any and all renewals or extension of the terms hereof, any release of all or any part of the security given for this Note, any acceptance of additional security of any kind and any release of any party liable under this Note.

9. No Amendments, Modification, or Waiver. Except as specified herein, this Note may not be amended, modified, or changed, nor shall any waiver of the provisions hereof be effective, except only by an instrument in writing signed by a majority of the Noteholders of a series of Notes against whom enforcement of any waiver, amendment, change, or modification or discharge is sought. Additionally, a waiver of any provision in one event shall not be construed as a waiver of any other provision at any time, as a continuing waiver, or as a waiver of such provision with respect to a subsequent event.

10. Severability. Any provision herein held by a court of competent jurisdiction to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision or term hereof, and all other provisions or terms hereof shall remain in full force and effect.

11. Tax Matters. Each Noteholder, by acceptance of a Note, shall be deemed to have agreed to treat, and shall treat, such Note as debt of the Company for United States federal income tax purpose and shall refrain from taking any action inconsistent with such treatment.

12. Forbearance Not a Waiver. If the Noteholder delays in exercising or fails to exercise any of its rights under this Note, that delay or failure shall not constitute a waiver of any of the Noteholder's rights or of any breach, default, or failure under this Note.

13. Electronic Signature. This Note may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, *e.g.*, www.hellosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes

14. Execution of Series Disclosure Supplement. The Noteholder agrees that its signature to the Subscription Agreement shall constitute its execution of, and agreement to, the terms of this Note as governing the specific note represented in the Subscription Agreement.

[Signature Page Immediately Follows]

**Horizon Residential Income Fund I, LLC
As Authenticating Agent:**

Horizon Residential Income Fund I, LLC, by FTF Capital Management, LLC, its managing member, by Fund That Flip, Inc. DBA Upright, sole member of FTF Capital Management, LLC

By: _____
Matt Rodak, CEO, Fund That Flip, Inc.

BORROWER:

Horizon Residential Income Fund I, LLC, by FTF Capital Management, LLC, its managing member, by Fund That Flip, Inc. DBA Upright, sole member of FTF Capital Management, LLC

By: _____
Matt Rodak, CEO, Fund That Flip, Inc.
1300 E 9th Street Suite 1310,
Cleveland, OH 44114
investwith@upright.us

Agreed to and accepted:

NOTEHOLDER:

*Signature of the Subscription Agreement
shall constitute execution of this Note.*

EXHIBIT A

SERIES DISCLOSURE SUPPLEMENT

(1) The title of the Notes of the series: _____.

(2) The aggregate principal amount of the Notes of the series which may be authenticated and delivered under this series: _____.

(3) Offering Date: _____

(4) Maturity Date: _____

(5) Payment Dates of the Notes: On or around the 15th day of each calendar month.

(6) Record Date: Second Business Day immediately preceding each Payment Date.

(7) Interest Rate: _____

(8) Transfer Restrictions: Any transfer, pledge or other use of this Note(s) for value or otherwise by or to any person is wrongful unless this Note(s) has been presented by the registered Noteholder of this Note(s) to the Company or its agent for approval and registration of such transfer. This Note is not transferable without the prior written consent of the Company which may be granted or withheld in the Company's sole discretion.