

FOURTH AMENDED AND RESTATED INVESTMENT POLICY AGREEMENT

This Fourth Amended and Restated Investment Policy Agreement (this “Agreement”), effective as of August 1, 2021, is executed by Humphreys Capital, LLC, an Oklahoma limited liability company (“Humphreys Capital”), for itself and on its own behalf, for and on behalf of each Fund (as defined herein) for which it serves as manager, in such capacity, and for and on behalf of each Fund for which Humphreys Capital or any of its subsidiaries serves as the general partner, or in any similar capacity, in such capacity or in its capacity as manager or managing member of such general partner or similarly situated subsidiary, as applicable. Capitalized terms are defined in Section 4.

RECITALS

WHEREAS, Humphreys Capital and its Affiliates and subsidiaries have sponsored Humphreys Real Estate Income Fund, LLC, an Oklahoma limited liability company (“HREIF”), Humphreys Fund II, LP, a Delaware limited partnership (“Fund II”), Humphreys Fund III, LP, a Delaware limited partnership (“Fund III”), and Humphreys Fund IV, LP, a Delaware limited liability company (“Fund IV”).

WHEREAS, in addition to sponsoring HREIF, Fund II, Fund III, and Fund IV, Humphreys Capital and its Affiliates and subsidiaries have sponsored other entities and may sponsor or otherwise advise additional entities and funds in the future which have, or may have, investment objectives that are similar to HREIF, Fund II, Fund III, and/or Fund IV (each a “Competing Entity”).

WHEREAS, HREIF, Fund II, Fund III, and Fund IV each have similar investment objectives and have made or will, and will continue to, make investments, whether directly or indirectly through one or more subsidiaries (including specifically and without limitation, in the case of HREIF, Humphreys Fund I REIT, LLC, a Delaware limited liability company (“Fund I REIT”)), in similar types of properties in the Primary Asset Classes.

WHEREAS, the parties desire to establish investment guidelines to minimize potential conflicts of interest that may arise in presenting investment opportunities sourced by Humphreys Capital to HREIF, Fund II, Fund III, Fund IV and the Competing Entities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Investment Guidelines.

1.1. Investments by Closed-End Funds. Subject to Sections 1.2, 1.4 and 2, during any particular Closed-End Fund’s Investment Period, unless such Closed-End Fund is Substantially Invested at the time, Humphreys Capital shall present to such Closed-End Fund from time to time potential Investments (i) which involve a Primary Asset Class, and (ii) which, in the reasonable opinion of Humphreys Capital, have an anticipated holding period of five years or less (the “Closed-End Fund Investment Criteria”). For clarity, if at any time during a Closed-End Fund’s Investment Period, such Closed-End Fund is Substantially Invested but subsequently, as a result of the sale, liquidation, refinancing or other disposition of any of its Investments, is no longer Substantially Invested, the rights in favor of such Closed-End Fund shall once again become effective until such time as such Closed-End Fund again is Substantially Invested or such Closed-End Fund’s Investment Period expires. If any applicable Closed-End Fund decides not to participate in a potential Investment presented to it hereunder, then, subject to Section 1.2 below, Humphreys Capital, its Affiliates or subsidiaries, including, without limitation, HREIF and/or any other Competing Entities, shall have the right to participate in such Investment without the participation of such Closed-End Fund or as otherwise provided in Sections 1.3 and 1.4.1 below. Notwithstanding the foregoing,

Humphreys Capital may, but shall not be required to, present to any Closed-End Fund other potential investment opportunities that do not meet the Closed-End Fund Investment Criteria.

1.2. Order of Precedence. In the event multiple Closed-End Funds exist that are entitled to be presented Investments by Humphreys Capital under Section 1.1 at any particular time, such Investments shall be presented to and allocated between or among such Closed-End Funds on the basis of seniority, from the oldest to the newest Closed-End Fund.

1.3. Investments by HREIF. Humphreys Capital may present to HREIF, without any limitations, (i) any potential Investment that does not meet all of the Closed-End Fund Investment Criteria, (ii) any potential Investment for which no Closed-End Fund otherwise has a right of first refusal pursuant to Section 1.1, and (iii) any potential Investment in which no Closed-End Fund has elected to participate as indicated in Section 1.1. In addition, HREIF (directly or through Fund I REIT) also may co-invest with one or more Closed-End Funds as described below in Section 1.4.1.

1.4. Co-Investments; Investments Directed by Humphreys Capital.

1.4.1. At the discretion of Humphreys Capital, HREIF (directly or through Fund I REIT), any other Closed-End Fund and one or more Competing Entities may be offered the opportunity to co-invest in any Investments alongside a Closed-End Fund. Any such co-investments will be made on such terms and conditions as are determined to be necessary or appropriate to the circumstances by Humphreys Capital, and Humphreys Capital retains discretion to allocate such co-investments between HREIF and any Closed-End Fund based on their respective strategic allocation schedules and diversification strategies. Without limiting the foregoing in any respect, any such co-investment may be structured as (i) a customary mezzanine loan by HREIF (or a subsidiary thereof) to the special purpose entity, joint venture entity, or other entity in which the applicable Closed-End Fund is, directly or indirectly, investing, on terms that reflect the Funds' relative economic rights and interest in the co-investment, or (ii) as a conventional side-by-side co-investment, in the discretion of Humphreys Capital.

1.4.2. Notwithstanding anything in this Agreement to the contrary, Humphreys Capital may, freely and without limitation, pursue Investment opportunities, whether directly or on behalf of HREIF, any of its other subsidiaries or Affiliates, or any Competing Entity, without first presenting such opportunities to any particular Closed-End Fund in the event (i) the potential Investment does not meet the Closed-End Fund Investment Criteria, (ii) such Closed-End Fund is Substantially Invested at the time, and/or (iii) such Closed End Fund's Investment Period has expired. In order to avoid any doubt, Humphreys Capital also may pursue Investment opportunities, whether directly or on behalf of HREIF, any of its other subsidiaries or Affiliates, or any Competing Entity, that have been presented to and declined by the applicable Closed-End Funds in the manner contemplated in Section 1.1.

2. Discretion to Deviate from the Investment Guidelines. The parties acknowledge and agree that the investment guidelines set forth in Section 1 are intended to be general guidelines for allocating potential investment opportunities among the Funds and the Competing Entities and that Humphreys Capital may deviate from such guidelines from time to time for good business reasons as determined in good faith by Humphreys Capital using its reasonable business judgment. Notwithstanding the provisions set forth in Section 1, Humphreys Capital shall have the right, in its sole discretion and without the approval of any equity holders of HREIF or any of the Closed-End Funds or any Competing Entities, to deviate from the investment guidelines set forth in Section 1 if Humphreys Capital determines, using its reasonable business judgment, that a potential Investment may be more suitable for, and in the best interests of, a specific Fund or Competing Entity after taking into consideration all relevant factors, including, among others, the individual needs of each Fund and Competing Entity, the type and size of a potential Investment and the capital available for investment of each Fund and Competing Entity.

3. Record of Action. Humphreys Capital shall record its decisions pursuant to this Agreement, including all applicable decisions of its investment committee, and shall maintain a record of such matters, in the form of memoranda of action, meeting minutes or otherwise, as an appendix to this Agreement.

4. Definitions.

4.1. “Affiliates” shall mean (i) any Person directly or indirectly controlling, controlled by or under common control with another Person; (ii) a Person owning or controlling 10% or more of the outstanding voting securities of such other Person; (iii) any officer, director or partner of such other Person; and (iv) if such other Person is an officer, director or partner, any company for which such Person acts in any capacity.

4.2. “Agreement” shall mean this Fourth Amended and Restated Investment Policy Agreement.

4.3. “Closed-End Fund” means any of Fund II, Fund III, Fund IV, and any Competing Entities hereafter designated by Humphreys Capital as a Closed-End Fund for purposes of this Agreement.

4.4. “Closed-End Fund Investment Criteria” shall have the meaning set forth in Section 1.1.

4.5. “Commitments” shall mean the aggregate capital commitments of the limited partners of the applicable Closed-End Fund.

4.6. “Competing Entity” shall have the meaning set forth in the Recitals.

4.7. “HREIF” shall have the meaning set forth in the Recitals.

4.8. “Fund II” shall have the meaning set forth in the Recitals.

4.9. “Fund III” shall have the meaning set forth in the Recitals.

4.10. “Fund IV” shall have the meaning set forth in the Recitals.

4.11. “Funds” shall mean, collectively, HREIF and the Closed-End Funds.

4.12. “Investment Period,” with reference to a particular Closed-End Fund, shall mean the period beginning on the date of such Closed-End Fund’s initial closing and ending on the earlier of (i) the date established by such Closed-End Fund’s general partner or manager, in its sole discretion, from time to time, and (ii) the date such Closed-End Fund has invested 100% of its Commitments.

4.13. “Investments” shall mean (i) investments in certain joint ventures with third party developers that intend to acquire Projects, (ii) loans made to either entities that own Projects or the Persons that own entities that own Projects, and (iii) fee or leasehold interests in the Projects.

4.14. “Person” shall mean a natural person, corporation, limited liability company, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, statutory trust or other organization, whether or not a legal entity, and a government or agency or political subdivision thereof.

4.15. “Primary Asset Classes” shall mean real property developed or redeveloped into multifamily, industrial, office, retail, hospitality, senior living, or mixed-use properties.

4.16. “Projects” means real property projects in any of the Primary Asset Classes.

4.17. “Substantially Invested” shall mean that 95% of the Commitments for the particular Closed-End Fund have been identified for investment or invested in Investments.

5. Miscellaneous.

5.1. Further Acts and Documents. Humphreys Capital shall execute and deliver, or shall cause one or more of the other Persons identified in the preamble to this Agreement to execute and deliver, such further instruments, documents and other agreements and to do such further acts and things as may be necessary to carry out the purposes of this Agreement.

5.2. Notices. All notices under this Agreement shall be in writing and shall be given to the party entitled thereto, by personal service or by mail, posted to the address set forth below for such Person or at such other address as such party may specify in writing.

5.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma.

5.4. Venue. Any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Oklahoma City, Oklahoma.

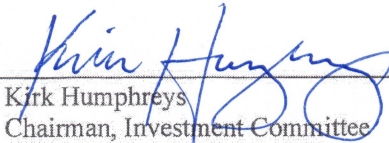
5.5. Entire Agreement. This Agreement is the entire agreement between the parties identified in the preamble to this Agreement relating to the subject matter hereof and supersedes, as of the date hereof, all prior agreements between such parties relating to such subject matter.

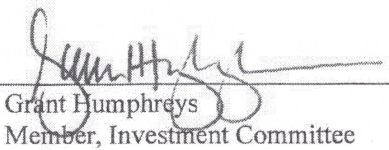
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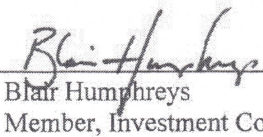
IN WITNESS WHEREOF, Humphreys Capital has executed this Fourth Amended and Restated Investment Policy Agreement effective as of the date first set forth above, in each case on behalf of itself and the other Persons identified in the preamble to this Agreement.

HUMPHREYS CAPITAL:

Humphreys Capital, LLC, an Oklahoma limited liability company

By: 
Kirk Humphreys
Chairman, Investment Committee

By: 
Grant Humphreys
Member, Investment Committee

By: 
Blair Humphreys
Member, Investment Committee