

LANDMARK INFRASTRUCTURE PARTNERS GP LLC

AMENDED AND RESTATED CONFLICTS COMMITTEE CHARTER

PURPOSES OF THE COMMITTEE

The Partnership Agreement of Landmark Infrastructure Partners LP (the “MLP”) as amended from time to time (the “Partnership Agreement”), contemplates that certain matters may be approved by a Conflicts Committee (the “Committee”) of the Board of Directors (the “Board”) of Landmark Infrastructure Partners GP LLC (the “Company”). The Committee, when established from time to time by resolution of the Board, shall (i) review specific matters that are submitted to the Committee by the Board that the Board believes may involve conflicts of interest and (ii) carry out any other duties specifically delegated to the Committee by the Board. Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Partnership Agreement.

STRUCTURE AND COMPOSITION OF THE COMMITTEE

The Committee shall be an ad-hoc committee of the Board, established from time to time, if and when the Board resolves to establish the Committee. The Board shall appoint the members of the Committee to serve in accordance with the authority specifically delegated to the Committee by the Board. Committee members may be removed by the Board at any time with or without cause. If a Committee Chairman is not designated by the Board or present at a meeting, the members of the Committee may designate a chairperson by majority vote of the members of the Committee who are present.

MEETINGS OF THE COMMITTEE

As required to perform its responsibilities in accordance with, and in the manner described in, the Partnership Agreement, and as specifically delegated to the Committee by the Board, the Committee shall meet at the call of the Board, the Chair of the Committee, any Member of the Company or the Chairman of the Board.

A majority of the Committee members shall constitute a quorum for the transaction of business. The Committee may meet in person, by telephone conference call or in any other manner in which the Board is permitted to meet under law or the Second Amended and Restated Limited Liability Company Agreement of the Company (the “LLC Agreement”). All determinations of the Committee shall be made by a majority of its members present at a meeting duly called and held, except as specifically provided herein. The Committee may also take action by written consent of not less than the number of Committee members that would be necessary to take such action at a meeting at which all Committee members were present.

AUTHORITY AND RESPONSIBILITIES OF THE COMMITTEE

The Committee shall act on an informed basis and in accordance with the applicable standards of conduct set forth in the Partnership Agreement and the LLC Agreement. Except as may be set forth in any authorizing resolutions of the Board, in connection with the Committee’s resolution of any conflict of interest, the Committee is authorized to consider (A) the relative interests of any party to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interest, (B) any customary or accepted industry practices and any customary or historical dealings with a particular Person, (C) any applicable generally accepted accounting practices or principles and (D) such additional factors as the Committee determines in its sole discretion to be relevant, reasonable or appropriate under the circumstances.

The Committee, when established from time to time by the Board, shall have the authority to engage its own special legal counsel, financial advisors and other experts or consultants as it deems necessary or appropriate to assist in the full performance of its functions. The Committee shall have sole authority to retain and terminate any such consultants, including sole authority to approve the consultants' fees and other retention terms. The Company shall provide appropriate funding, as determined by the Committee and without further action by the Board, for the payment of any reasonable costs incurred by the Committee in the performance of its functions.

The Committee shall have and may exercise all the powers delegated to the Committee by the Board, except as may be prohibited by law or as provided otherwise by the Partnership Agreement or the LLC Agreement, with respect to all matters encompassed by this charter and within its scope of authority.

Without limiting the generality of the preceding statements, the Committee when established from time to time by the Board shall be responsible for:

- evaluating any potential conflict of interest between the Company or any of its Affiliates (other than any Group Member), on the one hand, and the Partnership, any other Group Member or any Partner, on the other, that is properly submitted to it for consideration by the Board and shall render any Special Approvals to the Board; and
- carrying out such other duties as may be specifically delegated to it by the Board from time to time;

MINUTES

The Committee will maintain written minutes of its meetings that will be filed with the minutes of the meetings of the Board.

As adopted April 22, 2016