

**CHARTER OF THE
CONFLICTS COMMITTEE
OF THE
BOARD OF DIRECTORS
OF
SPECTRA ENERGY PARTNERS GP, LLC
February 2014**

I. Purposes of the Conflicts Committee.

A. The purposes of the Conflicts Committee (the “Committee”) of Spectra Energy Partners GP, LLC (“the Company”), general partner of Spectra Energy Partners (DE) GP, LP (the “General Partner”), the general partner of Spectra Energy Partners, LP (the “Partnership”), are to:

- carry out the duties of the Committee as set forth in:
 - the First Amended and Restated Limited Liability Company Agreement of the Company (the “LLC Agreement”);
 - the First Amended and Restated Agreement of Limited Partnership of the Partnership (the “Partnership Agreement”); and
 - the Omnibus Agreement, as amended (as defined in the Partnership Agreement);
- meet regularly in executive session without management participation with all independent and non-employee directors of the Company; and
- carry out any other duties delegated by the Company’s Board of Directors (the “Board”) to the Committee that involve or relate to conflicts of interests between the Company and its Affiliates, on the one hand, and the Partnership, any other Group Member, any Partner or any Assignee, on the other hand.

B. Capitalized terms used herein but not defined herein have the meanings given such terms in the Partnership Agreement.

II. Composition of the Committee.

A. The Committee shall be comprised of at least two members of the Board, each of whom the Board shall have determined meets the independence standards required of directors who serve on an audit committee of a board of directors established by the New York Stock Exchange and the Securities Exchange Act of 1934 and the applicable rules and regulations of the U.S. Securities and Exchange Commission. None of the members of the Committee shall be (a) a security

holder, officer or employee of the Company or the General Partner, (b) an officer, director or employee of any Affiliate of the Company or the General Partner or (c) a holder of any ownership interest in the Partnership Group other than Common Units.

- B. The members of the Committee shall be appointed annually by the Board for terms of one year or until such member's successor is duly appointed and qualified or until such member's earlier resignation or removal. The members of the Committee may be removed, with or without cause, by majority vote of the Board.
- C. The full Board shall elect the Chair of the Committee. The Chair will chair all regular sessions of the Committee and approve agendas for Committee meetings.

III. Meetings of the Committee; Committee Approval.

- A. The Committee shall meet as requested and at the call of the Chairperson, two or more members of the Committee, or the Chairman of the Board. Meetings may, at the discretion of the Committee, include management directors and non-management directors that are not members of the Committee, members of the Company's management, independent consultants, and such other persons as the Committee or the Chairperson may request. The Committee may meet in person, by telephone or video conference call, or in any other manner in which the Board is permitted to meet under law or the LLC Agreement.
- B. The Committee shall act on the affirmative vote of a majority of members present at a meeting. The Committee may also act by unanimous consent in lieu of a meeting.
- C. The Committee shall appoint a person who need not be a member thereof, to act as secretary, and Minutes of its proceedings shall be kept in minute books for that purpose. The agenda of each meeting will be prepared by the secretary and, whenever reasonably practicable, circulated to each member prior to each meeting.

IV. Committee Authority and Responsibilities.

- A. The Committee shall act on an informed basis, in good faith, and in an honest belief that any action taken by the Committee is in the best interests of the Partnership. In taking any such action, including the resolution of any conflict of interest, the Committee is authorized to consider any factors as the Committee determines in its sole discretion to be relevant, reasonable or appropriate under the circumstances.
- B. The Committee shall have the resources, including funding, and authority appropriate to discharge its duties and responsibilities, including the authority to select, retain, terminate and approve the fees and other retention terms of outside legal counsel, accounting, financial or other advisors to assist or advise the

Committee, as it deems necessary to carry out its duties, without seeking approval of the Board or management. The Committee shall have authority to obtain from the Partnership, and shall receive appropriate funding, as determined by the Committee, from the Partnership, for payment or compensation to outside legal, accounting, financial and other advisors employed by it and administrative expenses incurred by it.

- C. The Committee shall make reports to the Board in connection with the fulfillment of its responsibilities with respect to the resolution of the conflicts of interest.
- D. The Committee shall review and reassess the adequacy of this Charter as needed and recommend any proposed changes to the Board for approval.
- E. The Committee shall perform a review and evaluation, annually, of the performance of the Committee, and its members, including a review of the compliance of the Committee with this Charter.
- F. The Committee may determine additional rules and procedures, including designation of a chairperson pro tempore in absence of the Chairperson, at any meeting thereof.