

## **NEXTERA ENERGY PARTNERS, LP**

### **Conflicts Committee of the Board of Directors**

#### **Charter**

The Board of Directors (the “Board”) of NextEra Energy Partners, LP (the “Partnership”, and, together with its subsidiaries, the “Partnership Group”), has established the Conflicts Committee of the Board (the “Committee”) with the authority, responsibility and specific duties as described in this Conflicts Committee Charter (this “Charter”), and in the Second Amended and Restated Agreement of Limited Partnership of the Partnership, as may be amended from time to time (the “Partnership Agreement”). Capitalized terms not otherwise defined herein shall have the meanings given such terms in the Partnership Agreement.

#### **I. Purpose**

The purposes of the Conflicts Committee are to:

- A. As requested by the Board, investigate, review, evaluate and act upon any potential conflicts of interest between NextEra Energy Partners GP, Inc. (the “General Partner”) or any of its Affiliates or any member of the Board of Directors (each, a “Director”), on the one hand, and the Partnership, any Group Member or any Partner, on the other hand;
- B. Carry out the duties of the Committee as set forth in the Partnership Agreement;
- C. Carry out any other duties delegated by the Board that relate to potential conflicts of interest between the General Partner or any of its Affiliates or any Director, on the one hand, and the Partnership, any Group Member or any Partner, on the other hand.

#### **II. Membership**

The Committee shall be composed entirely of two or more directors, each of whom (a) is not an officer or employee of the Partnership or the General Partner, (b) is not an officer, director or employee of any Affiliate of the Partnership or the General Partner, (c) is not a holder of any ownership interest in the General Partner or its Affiliates or the Partnership Group other than (i) Common Units and (ii) awards that are granted to such director in his capacity as a director under any long-term incentive plan, equity compensation plan or similar plan implemented by the Partnership or the General Partner and (d) is determined by the Board to be independent under the independence standards, established by the Exchange Act, the rules and regulations of the Commission thereunder and the National Securities Exchange on which the Common Units are listed or admitted to trading (or if no such National Securities Exchange, the New York Stock Exchange), for directors who serve on an audit committee of a board of directors.

One member of the Committee shall be appointed as Committee Chair by the Board. Committee members shall serve at the pleasure of the Board. Any vacancy on the Committee shall be filled by, and any member of the Committee may be removed by, an affirmative vote of a majority of the Board.

### **III. Meetings; Reporting**

The Committee shall meet as called by the Chairman of the Committee or the Chairman of the Board. The Committee shall report its activities to the Board at the next succeeding meeting of the Board following a meeting of the Committee.

### **IV. Authority and Responsibilities**

#### *A. Authority*

The Committee is delegated all authority of the Board as may be required or advisable to fulfill the purposes of the Committee. While the Committee members have the duties and responsibilities set forth in this Charter, nothing contained in this Charter is intended to create, or should be construed as creating, any responsibility or liability of the Committee members, except to the extent otherwise provided under applicable federal or state law.

The Committee has the authority to engage consultants, attorneys, independent accountants and other service providers (together, "Consultants," and each a "Consultant") to assist in the evaluation of conflicts matters that are within the purview of the Committee. The Committee shall have sole authority to retain and terminate any such Consultants, including sole authority to approve the Consultant's fees and other retention terms. The Committee may form, and delegate some or all of its authority to, subcommittees when it deems appropriate.

#### *B. Responsibilities*

Without limiting the generality of the Committee's purposes, the Committee shall have the following responsibilities:

1. If requested by the Board, the Committee is authorized to review, evaluate and approve any potential conflicts of interest between the General Partner or any of its Affiliates or any Director, on the one hand, and the Partnership, any Group Member or any Partner, on the other hand. The Committee shall report the results of its consideration of any such conflict of interest to the Board. Approval of any such conflict of interest shall constitute Special Approval of such matter and no other action of the Board shall be required to approve such matter.
2. The Committee shall be responsible for:
  - a. approving matters regarding the business and affairs of the General Partner and the Partnership required to be considered by, or submitted to, the Committee pursuant to the terms of the Partnership Agreement; and
  - b. approving any of the following actions:
    - i. any redemption of common units of NextEra Energy Operating Partners, LP ("NEE Operating LP") owned by NextEra Energy Equity Partners LP ("NEE Equity") for cash under the Exchange Agreement among NEE Operating LP, NEE Equity, the General Partner, the Partnership and NextEra Energy Operating Partners GP, LLC ("NEE Operating GP");

- ii. any amendment of, supplement to or waiver of the Management Services Agreement among NextEra Energy Management Partners, LP (“NEE Management”), the Partnership, NEE Operating LP and NEE Operating GP, as may be amended and supplemented from time to time (the “MSA”), including any proposed change to the scope of services to be provided by NEE Management thereunder and any material amendment to the provisions relating to NEE Management’s management fee payable thereunder;
- iii. NEE Operating LP’s termination of the MSA;
- iv. any amendment of, supplement to or waiver of the Credit Support and Cash Sweep Agreement between NextEra Energy Resources, LLC (“NEER”) and NEE Operating LP, as may be amended and supplemented from time to time (the “CSCS Agreement”), including any proposed change to the credit support fee payable thereunder;
- v. NEE Operating LP’s termination of the CSCS Agreement;
- vi. any amendment or modification of the Right of First Offer Agreement and the Right of First Refusal Agreement among the Partnership, NEE Operating LP and NEER, as may be amended and supplemented from time to time, that would, in the determination of the Board, be adverse in any material respect to the holders of the Partnership’s common units;
- vii. any transaction, or any modification of the terms of existing agreements between the Partnership or any of its subsidiaries and NextEra Energy, Inc. or any of its subsidiaries that would, in the determination of the Board, be adverse in any material respect to the holders of the Partnership’s common units; and
- viii. any other matter referred to the Conflicts Committee by the officers of the General Partner, the Partnership or the Board.

## **V. Procedures**

- A. *Meetings.* The Committee shall meet as frequently as circumstances dictate. Meetings of the Committee may be held in person or by telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and otherwise shall be held in accordance with the Partnership Agreement, as may be amended from time to time.

Meetings may, at the discretion of the Committee, include non-independent directors, members of management, independent advisors and Consultants, representatives of the independent registered public accounting firm, the internal auditor, any other financial personnel employed or retained by the Partnership Group or any other persons whose presence the Committee believes to be necessary or appropriate. Those in attendance may observe meetings of the Committee, but shall not participate in any discussion or

deliberation unless invited to do so by the Committee, and in any event shall not be entitled to vote. Notwithstanding the foregoing, the Committee may also exclude from its meetings any persons it deems appropriate, including, but not limited to, any director that is not a member of the Committee.

- B. *Quorum and Approval.* Fifty percent or more of all Committee members shall constitute a quorum. The effectiveness of any vote, consent or other action of the Committee in respect of any matter shall require either (i) the presence of a quorum and the affirmative vote of at least a majority of the Committee members present or (ii) the unanimous written consent (in lieu of meeting) of the Committee members.
- C. *Rules.* The Committee may determine additional rules and procedures, including designation of a Chair pro tempore in the absence of its Chair and designation of a secretary of the Committee at any meeting thereof.
- D. *Reports.* The Committee shall maintain minutes of its meetings and make oral or written reports to the Board, directly or through its Chair, of its actions and any recommendations to the Board.
- E. *Review of Charter.* The Committee shall periodically review the need for changes in this Charter and recommend any proposed changes to the Board for approval.