

SUNCOKE ENERGY PARTNERS GP LLC

Conflicts Committee Charter

The Board of Directors (the “Board”) of SunCoke Energy Partners GP LLC (the “Company”), acting in its capacity as the general partner of SunCoke Energy Partners, L.P. (the “Partnership” and, together with its subsidiaries and the Company, the “MLP 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 First 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. Purposes

The purposes of the Committee are to:

- A. As requested by the Board, investigate, review, evaluate and act upon any potential conflicts of interest between the Company or any of its Affiliates, 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. Meet periodically in executive session without management participation with all independent and non-employee directors of the Company;
- D. Monitor and ensure that the deliberations and decisions of the Company, in its capacity as general partner of the Partnership, are made in compliance with the Partnership Agreement and with the Omnibus Agreement by and among SunCoke Energy, Inc., the Company and the Partnership; and
- E. Carry out any other duties delegated by the Board that relate to potential conflicts of interest between the Company or any of its Affiliates, 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 Company, (b) is not an officer or employee of any Affiliate of the Company or a director of any Affiliate of the Company (other than any Group Member), (c) is not a holder of any ownership interest in the Company or any of its Affiliates, including any Group Member, other than (i) Common Units and (ii) awards that are granted to such director under the LTIP and (d) is determined by the Board to be independent under the independence standards for directors who serve on an audit committee of a board of directors established by the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder and by the New York Stock Exchange.

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. 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. 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 Company or any of its Affiliates, 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 approving, disapproving, or amending certain agreements and transactions, as the case may be, as specifically enumerated in Sections 3.5(b), 5.3(a), 5.3(b) and 8.6 of the Omnibus Agreement.
3. The Committee shall be responsible for:
 - a) approving matters regarding the business and affairs of the Company 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:
- (1) making or consenting to a general assignment for the benefit of the creditors of the Partnership;
 - (2) filing or consenting to the filing of any bankruptcy, insolvency or reorganization petition for relief under the United States Bankruptcy Code naming the Partnership, or otherwise seeking, with respect to the Partnership, relief from debts or protection from creditors generally;
 - (3) filing or consenting to the filing of a petition or answer seeking for the Partnership a liquidation, dissolution, arrangement, or similar relief under any law;
 - (4) filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Company or the Partnership in (1) – (3) above;
 - (5) seeking, consenting to or acquiescing in the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any similar official for the Partnership or for all or any substantial portion of the Partnership's properties;
 - (6) selling all or substantially all of the assets of the Partnership;
 - (7) dissolving or liquidating the Partnership, other than in accordance with the Partnership Agreement; and
 - (8) merging or consolidating the Partnership.

IV. 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 Limited Liability Company Agreement of the Company, 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 MLP 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 written consent (in lieu of meeting) of the Committee members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the Committee at which all Committee members entitled to vote thereon were present and voted.
- 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.

V. **Posting Requirement**

The Partnership shall make this Charter available on or through its website. In addition, the Partnership shall disclose in its Annual Report on Form 10-K that a copy of this Charter is available on its website and provide the website address.

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