

SEAPEAK LLC

CONFLICTS COMMITTEE CHARTER

Purpose and Authority:

The Conflicts Committee (the “**Committee**”) is appointed by the Board of Directors (the “**Board**”) of Seapeak LLC (the “**Company**”) to monitor and ensure that the deliberations and decisions of the Company are made in compliance with:

- Section 7.16(a) of the Limited Liability Company Agreement of the Company, as the same may be amended (the “**LLC Agreement**”), which provides, in part, that whenever a potential conflict of interest exists or arises between (i) Stonepeak (as such term is defined in the LLC Agreement) or any of its affiliates or any member of the Board, and (ii) the Company (and its subsidiaries) or any Member (as such term is defined in the LLC Agreement), any resolution or course of action by the Company in respect of such conflict of interest shall be permitted and deemed approved by all Members of the Company if the resolution or course of action is approved by “**Special Approval**”, which is defined in the LLC Agreement to mean approval by a majority of the members of the Committee; and
- the Omnibus Agreement (as defined in the LLC Agreement).

Additionally, the Committee will be responsible for investigating, reviewing and acting on matters referred or disclosed to it where a conflict of interest exists or arises.

The Committee shall have all authority necessary to fulfill the duties and responsibilities assigned to the Committee in this Charter or otherwise assigned to it by the Board.

The Committee may obtain advice and assistance from inside or outside legal, technical, financial and other advisors as the Committee deems necessary to carry out its duties, and shall have the authority to select, engage and compensate these advisors without seeking Board approval. The Company shall provide appropriate funding, as determined by the Committee, for payment of compensation to any advisors retained by the Committee and for the Committee's ordinary administrative expenses.

Composition:

Independence

The Committee shall consist of at least one member. The members of the Committee shall be directors (a) who are not (1) security holders, officers or employees of Stonepeak, (2) officers, directors or employees of any affiliate of Stonepeak (other than a director of the Company or any subsidiary of the Company) or (3) holders of any ownership interest in the Company Group (as defined in the LLC Agreement) other than (A) Company common units or preferred units listed on a national securities exchange and (B) interests in the Company pursuant to equity awards granted to non-employee directors and relating exclusively to service on the Board or committees thereof, and (b) who shall meet the independence standards required of directors who serve on an audit committee of a board of directors under US securities laws, the requirements of the New York Stock Exchange and the rules and regulations of the United States Securities and Exchange Commission.

Appointment and Removal of Members

The members of the Committee shall be appointed by the Board. The Board may remove or replace the chairperson, if any, and any member of the Committee at any time with or without cause.

Duties and Responsibilities:

Resolving Conflicts

The Committee shall be responsible for monitoring that the deliberations and decisions of the Company are made in compliance with the Omnibus Agreement and the LLC Agreement, as well as investigating, reviewing and acting on matters identified by any member of the Committee or referred or disclosed to it where a conflict of interest exists or arises. Such action shall include the authority to approve any such matters as set forth in Section 7.16(a) of the LLC Agreement.

Reports

The Committee shall make reports and recommendations to the Board in connection with the fulfillment of its responsibilities with respect to the resolution of conflicts of interest.

Procedures:

Meetings

The Committee shall meet at the request of any member of the Committee or the Chair of the Board. Meetings may, at the discretion of the Committee, include members of the Company's management, independent consultants, and such other persons as the Committee or its chairperson, if any, may determine. 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 LLC Agreement.

Any action which may be taken at a meeting of the Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members of the Committee. The action taken by any unanimous consent in writing shall be deemed to have occurred when the last member of the Committee executing such consent shall have signed the consent.

Quorum and Approval

A majority of the members of the Committee shall constitute a quorum. The Committee shall act on the affirmative vote of a majority of members present at a meeting at which a quorum is present; *provided, however*, that any Special Approval pursuant to Section 7.16(a) of the LLC Agreement shall require the approval of a majority of the members of the Committee.

Evaluation:

The Committee shall review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval.

Fees:

Each member of the Committee shall be paid the fee set by the Board for his or her services as a member of, or chairperson (if any) of, the Committee.

Adopted: March 2022