

CAPITAL CLEAN ENERGY CARRIERS CORP.

CHARTER OF THE CONFLICTS COMMITTEE OF THE BOARD OF DIRECTORS

I. Purpose

The primary purpose of the Conflicts Committee (the “Conflicts Committee”) of the Board of Directors (the “Board”) of Capital Clean Energy Carriers Corp. (the “Corporation”) is to consider and evaluate and, if the Conflicts Committee deems it appropriate, negotiate the terms of, and grant Special Approval (as defined in Article IX of the Articles of Incorporation of the Corporation) with respect to, any contract, agreement, arrangement or transaction between Capital Maritime & Trading Corp., a Marshall Islands corporation (“Capital Maritime”), or any of its Affiliates (together, the “Capital Group”), on the one hand, and the Corporation or any of its controlled Affiliates, on the other, and carry out such other duties delegated to the Conflicts Committee from time to time by the Board of the Corporation, all as set forth in Section IV below.

II. Certain Definitions

“Affiliate” shall mean, with respect to any Person, an “affiliate” as defined in Rule 405 of the regulations promulgated under the Securities Act of 1933, as amended; provided, that, for purposes hereof, the Corporation and its subsidiaries shall not be Affiliates of any member of the Capital Group (and vice versa). “Person” shall mean any individual, corporation, partnership, limited liability company, association, trust, joint venture, unincorporated organization or entity, or any government, governmental department or agency or political subdivision thereof.

III. Committee Membership

The Conflicts Committee shall be composed entirely of three or more directors, each of whom (a) is not a security holder, officer or employee of the Capital Group, (b) is not a holder of any ownership interest in the Corporation other than common shares, par value \$0.01 per share, of the Corporation (“Common Shares”) and (c) is an “independent director,” *i.e.*, a director who is neither an officer or employee of the Corporation or its subsidiaries and who does not have a relationship which, in the opinion of the Board, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director, and who is otherwise “independent” under the rules of the Nasdaq Stock Market, Inc..

The members of the Conflicts Committee shall be appointed by the Board. Members of the Conflicts Committee shall serve at the pleasure of the Board and for such term or terms as the Board may determine.

IV. Committee Authority and Responsibilities

The Conflicts Committee shall act on an informed basis, in good faith, and in the honest belief that any action taken by the Conflicts Committee is in the best interests of the Corporation and its shareholders (other than the shareholders who have a conflict of interest in the applicable contract, agreement, arrangement or transaction). In the Conflicts Committee’s determination of what is fair to the Corporation and its shareholders (other than the shareholders who have a conflict of interest in the applicable contract, agreement,

arrangement or transaction), and in connection with the Conflicts Committee's resolution of any conflict of interest, the Conflicts Committee is authorized to consider (a) the relative interests of any party to such conflict, contract, agreement, arrangement, 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 Conflicts Committee determines in its sole discretion to be relevant, reasonable or appropriate under the circumstances.

The Conflicts Committee's specific responsibilities are the following:

1. Carry out the duties of the Conflicts Committee as set forth in the Registration Rights Agreement, dated as of August 26, 2024, by and among the Corporation, Capital Maritime, Capital Gas Corp., Capital GP L.L.C. and Yoda PLC.

2. Carry out the duties of the Conflicts Committee as set forth in the Shareholders' Agreement, dated as of August 26, 2024, by and among the Corporation, Capital Maritime, Capital Gas Corp. and Capital GP L.L.C.

3. Carry out any duties of the Conflicts Committee as set forth in any other agreements between the Company or any of its controlled Affiliates as may be in effect from time to time.

4. Carry out any other duties delegated to the Conflicts Committee by the Board from time to time.

V. Procedures

1. *Meetings.* The Conflicts Committee shall meet at the call of the Chairperson of the Conflicts Committee, two or more members of the Conflicts Committee, or the Chairperson of the Board. Meetings may, at the discretion of the Conflicts Committee, include members of the Corporation's management, independent consultants, and such other persons as the Conflicts Committee or the Chairperson of the Conflicts Committee may determine. The Conflicts Committee may meet in person, by means of remote communication to the extent permitted by applicable law, or in any other manner in which the Board is permitted to meet under law or the Bylaws of the Corporation.

2. *Quorum and Approval.* A majority of the members of the Conflicts Committee shall constitute a quorum. The Conflicts Committee shall act on the affirmative vote of a majority of the members present at a meeting at which a quorum is present, unless otherwise required in the Board's delegation of a matter to the Conflicts Committee. The Conflicts Committee may also act by unanimous written consent in lieu of a meeting.

3. *Rules.* The Conflicts Committee may determine additional rules and procedures, including designation of a chairperson *pro tempore* in the absence of the Chairperson of the Conflicts Committee, at any meeting thereof.

4. *Reports.* The Conflicts Committee shall make regular reports to the Board, directly or through the Chairperson of the Conflicts Committee.

VI. Performance Evaluation:

The Conflicts Committee shall prepare and review with the Board an annual performance evaluation of the Conflicts Committee, which evaluation shall compare the performance of the Conflicts Committee with the requirements of this charter. The performance evaluation shall also recommend to the Board any improvements to the Conflicts Committee's charter deemed necessary or desirable by the Conflicts Committee. The performance evaluation by the Conflicts Committee shall be conducted in such manner as the Conflicts Committee deems appropriate. The report to the Board may take the form of an oral report by the Chairperson of the Conflicts Committee or any other member of the Conflicts Committee designated by the Conflicts Committee to make this report.

VII. Resources and Authority of the Committee:

The Conflicts Committee shall have the resources, funding and authority appropriate to discharge its duties and responsibilities, including the authority to select, retain, terminate and approve reasonable fees and other retention terms of any consultants, outside legal counsel or other advisors to the Conflicts Committee (each, an "Advisor"), as it deems appropriate, without seeking approval of the Board or management. The Conflicts Committee shall be directly responsible for the appointment, compensation and oversight of the work of any Advisor it retains.

Each member of the Conflicts Committee shall be paid the fee set by the Board for his or her services as a member of, or Chairperson of, the Conflicts Committee.

(Adopted August 2024)