

Risk Factors Comparison 2025-03-03 to 2024-02-27 Form: 10-K

Legend: New Text ~~Removed Text~~ Unchanged Text Moved Text Section

The information required by this Item is set forth in the Company's Proxy Statement within the sections entitled "Election of Directors," "Section 16 (a) Beneficial Ownership Reporting Compliance" and "Corporate Governance" and is incorporated herein by reference. The following table sets forth certain information concerning the principal executive officers of the Company, including their ages and positions. Year Assumed Name Age Title Present Title Timothy J. Donahue61-Donahue62 President and Chief Executive Officer 2016 Kevin C. Clothier55-Clothier56 Senior Vice President and Chief Financial Officer 2022 Gerard H. Gifford68-Gifford69 Executive Vice President and Chief Operating Officer 2017 Djalma Novaes, Jr. 63-64 President – Americas Division 2015 Carlos Baila56-Baila57 President – Asia Pacific Division 2023 Matthew R. Madeksza60-Madeksza61 President – Transit Packaging Division 2022 Christy L. Kalas44-Kalas45 Vice President and Corporate Controller 2022

~~ITEM 11. EXECUTIVE COMPENSATION~~ **Executive Compensation** The information required by this Item is set forth in the Company's Proxy Statement within the sections entitled "Executive Compensation," "Compensation Discussion and Analysis" and "Corporate Governance" and is incorporated herein by reference. Crown Holdings, Inc. ~~ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS~~ **Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters** Certain information required by this Item is set forth in the Company's Proxy Statement within the sections entitled "Proxy Statement – Meeting, May 2-1, 2024-2025" and "Common Stock Ownership of Certain Beneficial Owners, Directors and Executive Officers" and is incorporated herein by reference. The following table provides information as of December 31, 2023-2024 with respect to shares of the Company's Common Stock that may be issued under its equity compensation plans: Equity Compensation Plan Information Plan category Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a) Weighted average Exercise Price of Outstanding Options, Warrants and Rights (b) Number of Securities Remaining Available For Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected In Column (a)) (c) Equity compensation plans approved by security holders 310-holders270, 060-609 — 4, 793-482, 557-650 Equity 650 Equity compensation plans not approved by security holders Total 310-holders Total 270, 060-609 — 4, 793-482, 557-650 (1) Includes the 2013 and 2022 Stock- Based Incentive Compensation Plans. (2) Includes 310-270, 060-609 shares of deferred stock awarded from the 2013 and 2022 Stock- Based Incentive Compensation Plans during each year from 2019-2020 through 2023-2024. The shares are time- vesting and will be issued up to four years from their grant date. The weighted-average exercise price in the table does not include these shares. (3) Includes 3, 936-623, 156-020, 669-648, 185-749 and 498-481, 276-490 shares available for issuance at December 31, 2023-2024 under the 2013 and 2022 Stock Based Incentive Compensation Plans, the Company's Employee Stock Purchase Plan, and the Stock Compensation Plan for Non- Employee Directors. ~~ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS~~ **Certain Relationships and Related Transactions**, ~~AND DIRECTOR INDEPENDENCE~~ **and Director Independence** The information required by this Item is set forth in the Company's Proxy Statement within the sections entitled "Election of Directors," "Corporate Governance" and "Executive Compensation" and is incorporated herein by reference. ~~ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES~~ **Principal Accounting Fees and Services** The information required by this Item is set forth in the Company's Proxy Statement within the sections entitled "Principal Accounting Fees and Services" and is incorporated herein by reference. ~~PART IV ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES~~ **Exhibits and Financial Statement Schedules** a) The following documents are filed as part of this report: (1) All Financial Statements (see Part II, Item 8) Management's Report on Internal Control Over Financial Reporting Report of Independent Registered Public Accounting Firm (PricewaterhouseCoopers LLP, Philadelphia, PA, Auditor Firm ID 238) Consolidated Statements of Operations for the years ended December 31, 2024, 2023, and 2022 and 2021 Consolidated Statements of Comprehensive Income for the years ended December 31, 2024, 2023, and 2022 and 2021 Consolidated Balance Sheets as of December 31, 2024 and 2023 and 2022 Consolidated Statements of Cash Flows for the years ended December 31, 2024, 2023, and 2022 and 2021 Consolidated Statements of Changes in Shareholders' Equity for the years ended December 31, 2024, 2023, and 2022 and 2021 Notes to Consolidated Financial Statements (2) Financial Statement Schedules: Schedule II – Valuation and Qualifying Accounts and Reserves for the years ended December 31, 2024, 2023, and 2022 and 2021 All other schedules have been omitted because they are not applicable or the required information is included in the Consolidated Financial Statements. (3) Exhibits 3. a Articles of Incorporation of Crown Holdings, Inc., as amended (incorporated by reference to Exhibit 3. a of the Registrant's Annual Report on Form 10- K for the year ended December 31, 2004 (File No. 000- 50189)). 3. b Amended and Restated By-Laws of Crown Holdings, Inc. (incorporated by reference to Exhibit 3. 1 of the Registrant' s Current Report on Form 8- K dated December 13, 2022 (File No. 001- 41550)). 4. a Specimen certificate of Registrant' s Common Stock (incorporated by reference to Exhibit 4. a of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 1995 (File No. 1- 2227)). 4. b Indenture, dated December 17, 1996, among Crown Cork & Seal Company, Inc., Crown Cork & Seal Finance PLC, Crown Cork & Seal Finance S. A. and the Bank of New York, as trustee (incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. c Form of the Registrant' s 7- 3 / 8 % Debentures Due 2026 (incorporated by reference to Exhibit 99. 1 of the Registrant' s Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. d Officers' Certificate for 7- 3 / 8 % Debentures Due 2026 (incorporated by reference to Exhibit 99. 6 of the Registrant' s Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. e Form of the Registrant' s 7- 1 / 2 % Debentures Due 2096 (incorporated by reference to Exhibit 99. 2 of the Registrant' s Current Report on Form 8- K

dated December 17, 1996 (File No. 1- 2227)). 4. f Officers' Certificate for 7- 1 / 2 % Debentures Due 2096 (incorporated by reference to Exhibit 99. 7 of the Registrant' s Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. g Terms Agreement, dated December 12, 1996 (incorporated by reference to Exhibit 1. 1 of the Registrant' s Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. h Form of Bearer Security Depositary Agreement (incorporated by reference to Exhibit 4. 2 of the Registrant' s Registration Statement on Form S- 3, dated November 26, 1996, amended December 5 and 10, 1996 (File No. 333- 16869)). 4. i Supplemental Indenture to Indenture dated December 17, 1996, dated as of February 25, 2003, between Crown Cork & Seal Company, Inc., as Issuer and Guarantor, Crown Cork & Seal Finance PLC, as Issuer, Crown Cork & Seal Finance S. A., as Issuer, Crown Holdings, Inc., as Additional Guarantor and Bank One Trust Company, N. A., as Trustee (incorporated by reference to Exhibit 4. 5 of the Registrant' s Current Report on Form 8- K dated February 26, 2003 (File No. 000- 50189)). 4. j Indenture, dated as of September 15, 2016, by and among Crown European Holdings S. A., as Issuer, the Guarantors named therein, U. S. Bank National Association, as Trustee, and the other parties thereto, relating to the € 600 million 2. 625 % Senior Notes due 2024 (incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K dated September 19, 2016 (File No. 000- 50189)). 4. k Indenture, dated as of September 15, 2016, by and among Crown Americas LLC and Crown Americas Capital Corp. V, as Issuers, the Guarantors named therein and U. S. Bank National Association, as Trustee, relating to the \$ 400 million 4. 250 % Senior Notes due 2026 (incorporated by reference to Exhibit 4. 2 of the Registrant' s Current Report on Form 8- K dated September 19, 2016 (File No. 000- 50189)). 4. l **Indenture Amended & Restated Credit Agreement**, dated **April 7 as of May 5, 2015-2017**, by and among **Crown Americas LLC**, Crown European Holdings S. A., **Crown Metal Packaging Canada LP**, each of the **Subsidiary Borrowers from time to time party thereto**, **Crown Holdings, Inc.**, **Crown Cork & Seal Company, Inc.**, **Crown International Holdings, Inc.**, each the other Guarantors (as defined **Credit Party from time to time party thereto**, **Deutsche Bank AG Canada Branch**, **Deutsche Bank AG London Branch**, **Deutsche Bank AG New York Branch**, and various Lenders referred to therein), U. S. Bank National Association, as trustee, **Elavon Financial Services Limited**, UK Branch, as paying agent, and **Elavon Financial Services Limited**, as registrar and transfer agent, relating to the € 600 million 3. 375 % Senior Notes due 2025 (incorporated by reference to Exhibit **4. 10. 1** of the Registrant' s Quarterly Report on Form 10- Q dated **July 30 for the quarter ended March 31, 2015-2017** (File No. 000- 50189)). 4. m **First Amendment to Amended & Restated Credit Agreement**, dated **April 7 as of December 28**, 2017, by and among **Crown Americas LLC**, **Crown European Holdings S. A.**, **Crown Metal Packaging Canada LP**, each of the **Subsidiary Borrowers from time to time party thereto**, **Crown Holdings, Inc.**, **Crown Cork & Seal Company, Inc.** and **Crown International Holdings, Inc.**, each other **Credit Party from time to time party thereto**, **Deutsche Bank AG Canada New York Branch**, **Deutsche Bank AG London Branch** the \$ 500 million 5. 25 % Senior Notes due 2030, **Deutsche Bank AG, Canada Branch**, and various Lenders referred to therein (incorporated by reference to Exhibit 4. 2 of the Registrant' s Current Annual Report on Form 8- 10 - K dated **March 21 for the year ended December 31, 2022-2017** (File No. 000- 50189)). 4. n **Incremental Amendment No. 13 and Fifth Amendment**, dated **August 8 as of January 29**, 2022, to **Amended and Restated Credit Agreement**, dated **April 7, 2017-2018**, among **Crown Holdings, Inc.**, **Crown Americas LLC**, **Crown European Holdings S. A.**, **Crown Metal Packaging Canada LP**, each of the **Subsidiary Borrowers party thereto**, **Crown Metal Packaging Canada LP Holdings, Inc.**, **Crown Cork & Seal Company, Inc.** and **Crown International Holdings, Inc.**, each the other **Parent Guarantors Credit Party from time to time party thereto**, the other, **Deutsche Bank AG New York Branch**, **Deutsche Bank AG, London Branch**, **Deutsche Bank AG, Canada Branch**, and various Lenders referred to therein (incorporated by reference to Exhibit 4. **Transaction Bonus Agreement**, effective **April 16, 2021**, by and between **Crown Holdings, Inc. and Didier Sourisseau** (incorporated by reference to Exhibit **4. z 10 (d) (12)** of the Registrant' s **Current Periodic Report** on Form 8- K dated **August 11 filed July 23**, 2022 (File No. 000- 50189)). 4. 10. y **Purchase-q Consulting Agreement**, effective **August 1** dated as of **May 9, 2023-2021** by , and among **between Crown Holdings, Inc.**, **Crown European Holdings S. A.**, **BNP Paribas**, as representative of the **Initial Purchasers** named in **Schedule I** thereto, and **Didier Sourisseau** the **Guarantors** (as defined therein) (incorporated by reference to Exhibit 10. 1- **(d) (13)** of the Registrant' s **Current Periodic Report** on Form 8- K dated **May 11 filed July 23**, 2023-2022 (File No. 000- 50189)). 4. 10. z **Indenture-r Separation Letter Agreement**, dated as of **May 18 October 26**, 2023-2022, between among **Crown European Holdings S. A.**, **Crown Holdings, Inc.** and **Robert Bourque**, the other **Jr. 10. s** of the Registrant' s Quarterly Report on Form 10- Q dated **July 29 for the quarter ended March 31, 2017-2024** (File No. 001- 41550)). 4. dd **Purchase Agreement**, dated as of **July 30, 2023-2024**, by and among **Crown Holdings the Company**, the **Issuer** **Inc.**, **Crown European Holdings S. A.**, **BNP Paribas**, as representative of the **Initial Purchasers** named in **Schedule I** thereto, and the **Guarantors** (as defined therein) (incorporated by reference to Exhibit 10. 1 of the Registrant' s Current Report on Form 8- K dated **December 4 July 31**, 2023-2024 (File No. 000- 001 - 50189- 41550)). 4. ee-ee **Indenture**, dated **August 8 as of December 11**, 2023-2024, among **the Issuer** **Crown European Holdings S. A.**, **the Company** **Crown Holdings, Inc.**, the other guarantors party thereto, **BNP Paribas**, as representative of the several initial purchasers party thereto, **U. S. Bank Trust Company, National Association**, as Trustee, **Elavon Financial Services DAC**, as paying agent, registrar and transfer agent, relating to **the € 600, 000 , 000 -50189)**). 4. n **First 500 % senior unsecured notes due 2030 (incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K dated August 8, 2024 (File No. 001- 41550))**. 4. ff **Seventh Amendment**, dated **November 11, 2024**, to **Amended and Restated Credit Agreement**, dated **April 7 as of December 28**, 2017, among **Crown Holdings, Inc.**, **Crown Americas LLC**, **Crown European Holdings S. A.**, **Crown Metal Packaging Canada LP**, each of the **Subsidiary Borrowers party thereto**, **Crown Holdings, Inc.**, **Crown Cork & Seal Company, Inc.** and **Crown Holdings, Inc.**, **Crown International Holdings, Inc.**, each other -- **the Credit Parent Guarantors Party party thereto**, the **Lenders** from time to time party thereto, **Deutsche Bank AG New York Branch**, as **administrative agent**, **Deutsche Bank AG, London Branch**, as **U. K. administrative agent**, **Deutsche Bank AG, Canada Branch**, and various Lenders referred to therein as **Canadian administrative agent**. 4. gg **Description of the Registrant' s Securities** (incorporated by reference to Exhibit 4 ; **Crown Holdings, Inc.**, the other guarantors party thereto, **BNP Paribas**, as representative of the several initial purchasers

party thereto, U.S. Bank Trust Company, National Association, as Trustee, Elavon Financial Services DAC, as paying agent, registrar and transfer agent, relating to the € 500,000,000 4.750 % senior unsecured notes due 2029 (incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K December 12, 2023 (File No. 000-50189)).

4. **dd** Description of the Registrant's Securities (incorporated by reference to Exhibit 4. ff of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2019 (File No. 000-50189)).

4. **ee-hh** Other long-term agreements of the Registrant are not filed pursuant to Item 601 (b) (4) (iii) (A) of Regulation S-K, and the Registrant agrees to furnish copies of such agreements to the Securities and Exchange Commission upon its requests.

10. a Employment Contracts: (1) Employment Agreement, dated December 30, 2015, between Crown Holdings, Inc. and Timothy J. Donahue (incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K dated January 5, 2016 (File No. 000-50189)). (2) First amendment to the employment contract, effective June 1, 2012, between Crown Holdings, Inc. and Gerard Gifford, dated as of July 24, 2013 (incorporated by reference to Exhibit 10.3 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013 (File No. 000-50189)). (3) Executive Employment Agreement, effective June 1, 2012, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10.1 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 (File No. 000-50189)). (4) Employment contract between Crown Holdings, Inc. and Djalma Novaes Jr., dated February 26, 2015 (incorporated by reference to Exhibit **10.c (11) of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 (File No. 000-50189)).** (5) **Employment Agreement, dated January 7, 2022, between Crown Holdings, Inc. and Kevin C. Clothier (incorporated by reference to Exhibit 10.1 of the Registrant's Periodic Report on Form 8-K filed January 11, 2022 (File No. 000-50189)).**

10. b **Crown Holdings, Inc. Economic Profit Incentive Plan, effective as of January 1, 2018 (incorporated by reference to Exhibit 10.b of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2017-2018 (File No. 000-50189)).** 4-10. **o Incremental Amendment No. c Crown Holdings, Inc. Senior Executive Retirement Plan, as amended and restated as of January 1, dated as of January 29, 2018-2008**, among Crown Americas LLC, Crown European Holdings S. A., Crown Metal Packaging Canada LP, each of the Subsidiary Borrowers party thereto, Crown Holdings, Inc., Crown Cork & Seal Company, Inc. and Crown International Holdings, Inc., each other Credit Party from time to time party thereto, Deutsche Bank AG New York Branch, Deutsche Bank AG, London Branch, Deutsche Bank AG, Canada Branch, and various Lenders referred to therein (incorporated by reference to Exhibit 4-10. **4-l** of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2017-2007) (File No. **4-000-50189**).

10. d **Senior Executive Retirement Agreements: (1) Senior Executive Retirement Agreement between Crown Holdings, Inc. and Timothy J. Donahue**, dated **May 3** as of January 26-, **2007-2018**, by and among Crown European Holdings S. A., as Issuer, the Guarantors named therein, U. S. Bank National Association, as Trustee, and the other parties thereto, relating to the € 335 million 2.250 % Senior Notes due 2023 and the € 500 million 2.875 % Senior Notes due 2026 (incorporated by reference to Exhibit **10. 4 (e) of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 (File No. 000-50189)).** (2) **Senior Executive Retirement Agreement, effective June 1, 2012, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10. 2 of the Registrant's Current Quarterly Report on Form 8-10 - K dated February 1-Q for the quarter ended June 30, 2018-2012 (File No. -000-50189)).** 4 (3) **Amendment No. q Indenture 1 to the Senior Executive Retirement Agreement, effective June 1, 2012, between Crown Holdings, Inc. and Gerard Gifford** dated **December 28** as of January 26-, **2018-2012**, by and among Crown Americas LLC and Crown Americas Capital Corp. VI, as Issuers, the Guarantors named therein and U. S. Bank National Association, as Trustee, relating to the \$ 875 million 4.750 % Senior Notes due 2026 (incorporated by reference to Exhibit 4-10. **2-m (7)** of the Registrant's Current Report on Form 8..... 4. cc of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2018-2012) (File No. **000-50189**)). (4) **Senior Executive Retirement** - t Incremental Amendment No. 2 and Third Amendment to Amended and Restated Credit Agreement **between Crown Holdings, Inc. and Djalma Novaes Jr.**, dated **February 26** as of December 13-, **2019-2015**, among Crown Americas LLC, Crown European Holdings S. A., Crown Metal Packaging Canada LP, each of the Subsidiary Borrowers from time to time party thereto, Crown Holdings, Inc., Crown Cork & Seal Company, Inc., and Crown International Holdings, Inc., each other Credit Party from time to time party thereto, Deutsche Bank AG New York Branch, Deutsche Bank AG London Branch, Deutsche Bank AG, Canada Branch, and the various Lenders referred to therein (incorporated by reference to Exhibit 4-10. **4-f (9)** of the Registrant's Current Annual Report on Form 8-10 - K / A dated February 28- **for the year ended December 31, 2020-2014 (File No. 000-50189)).** (5) 4-u **Fourth Amendment No. 2** to Amended and Restated Credit **the Senior Executive Retirement** Agreement, dated **effective** as of October 4-**May 17**, 2021- **2016**, among **between** Crown Americas LLC, Crown European Holdings S. A., Crown Metal Packaging Canada LP, each of the Subsidiary Borrowers from time to time party thereto, Crown Holdings, Inc., Crown Cork & Seal Company, Inc. and **Gerard Gifford** Crown International Holdings, Inc., each other Credit Party from time to time party thereto, Deutsche Bank AG New York Branch, Deutsche Bank AG, London Branch, Deutsche Bank AG, Canada Branch, and various Lenders referred to therein. 4. v Purchase Agreement, dated as of March 14, 2022, by and among Crown Holdings, Inc., Crown Americas LLC, BNP-Paribas Securities Corp., Citigroup Global Markets Inc. and Mizuho Securities USA LLC, as representatives of the initial purchasers, and the Guarantors (as defined therein) (incorporated by reference to Exhibit 10. 1 of the Registrant's Current Report on Form 8-K dated March 17-**May 18**, 2022-2016 (File No. 000-50189)). (6) **Amended** 4. w Indenture, dated as of March 17, 2022, among Crown Americas LLC, as Issuer, the Guarantors named therein and **Restated** U. S. Bank National Association, as Trustee, relating to the \$ 500 million 5.25 % Senior Notes due 2030 **Executive Retirement Agreement, effective as of June 1, 2017, between Crown Holdings, Inc. and Gerard Gifford** (incorporated by reference to Exhibit 4. 1 of the Registrant's) (incorporated by reference to Exhibit 10. 1 of the Registrant's Current..... incorporated by reference to Exhibit 10. c (11) of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 (File No. 000-50189)). (5) Executive Employment Agreement, effective May 1, 2016, between Crown Holdings, Inc. and Robert Bourque, Jr. (incorporated by reference to Exhibit 10. 2 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31,

2016-2017 (File No. 000- 50189)). (6) Employment Agreement, dated January 7 , 2022, between Crown Holdings, Inc. and Kevin C. Clothier (incorporated by reference to Exhibit 10. 1 of the Registrant' s Periodic Report on Form 8- K filed January 11, 2022 (File No. 000- 50189)). 10. b Crown Holdings, Inc. Economic Profit Incentive Plan, effective as of January 1, 2018 (incorporated by reference to Exhibit 10. b of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2018 (File No. 000- 50189)). 10. c Crown Holdings, Inc. Senior Executive Retirement Plan, as amended and restated as of January 1, 2008 (incorporated by reference to Exhibit 10. 1 of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2007 (File No. 000- 50189)). 10. d Senior Executive Retirement Agreements: (1) Senior Executive Retirement Agreement between Crown Holdings, Inc. and Timothy J. Donahue, dated May 3, 2007 (incorporated by reference to Exhibit 10. 4 (c) of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2007 (File No. 000- 50189)). (2) Senior Executive Retirement Agreement, effective June 1, 2012, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10. 2 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended June 30, 2012 (File No. 000- 50189)). (3) Amendment No. 1 to the Senior Executive Retirement Agreement, effective June 1, 2012, between Crown Holdings, Inc. and Gerard Gifford dated December 28, 2012 (incorporated by reference to Exhibit 10. m (7) of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2012 (File No. 000- 50189)). (4) Senior Executive Retirement Agreement between Crown Holdings, Inc. and Djalma Novaes Jr., dated February 26, 2015 (incorporated by reference to Exhibit 10. f (9) of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2014 (File No. 000- 50189)). (5) Senior Executive Retirement Agreement, effective May 1, 2016, between Crown Holdings, Inc. and Robert Bourque, Jr. (incorporated by reference to Exhibit 10. 3 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2016 (File No. 000- 50189)). (6) Amendment No. 2 to the Senior Executive Retirement Agreement, effective as of May 17, 2016, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10. 1 of the Registrant' s Current Report on Form 8- K dated May 18, 2016 (File No. 000- 50189)). (7) Amended and Restated Senior Executive Retirement Agreement, effective as of June 1, 2017, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10. e of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2017 (File No. 000- 50189)). (8) Amendment No. 1 to Amend and Restate Senior Executive Retirement Agreement, effective October 21, 2020, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10. d of the Registrant' s Quarterly Report on Form 10- Q for the Quarter ended September 30, 2020 (File No. 000- 50189)). 10. e Form of Agreement for Non- Qualified Stock Option Awards under Crown Holdings, Inc. 2004 Stock- Based Incentive Compensation Plan (incorporated by reference to Exhibit 10. 6 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended September 30, 2004 (File No. 000- 51089)). 10. f Crown Holdings, Inc. Deferred Compensation Plan for Directors. 10. g Crown Holdings, Inc. Stock Compensation Plan for Non- Employee Directors, dated as of April 22, 2004 (incorporated by reference to the Registrant' s Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on March 19, 2004 (File No. 000- 50189)). 10. h Amendment No. 1, effective April 1, 2005, to the Crown Holdings, Inc. Stock Compensation Plan for Non- Employee Directors, dated as of April 22, 2004 (incorporated by reference to Exhibit 10 to the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2005 (File No. 000- 50189)). 10. i Crown Holdings, Inc. 2013 Stock- Based Incentive Compensation Plan (incorporated by reference to the Registrant' s Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on March 18, 2013 (File No. 000- 50189)). 10. j Form of Agreement for Restricted Stock Awards under Crown Holdings, Inc. 2013 Stock- Based Incentive Compensation Plan (incorporated by reference to Exhibit 10. 1 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended September 30, 2013 (File No. 000- 50189)). 10. k Form of Agreement for Deferred Stock Awards under Crown Holdings, Inc. 2013 Stock- Based Incentive Compensation Plan (incorporated by reference to Exhibit 10. 2 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended September 30, 2013 (File No. 000- 50189)). 10. l Crown Cork & Seal Company, Inc. Restoration Plan, dated July 28, 2010 (incorporated by reference to Exhibit 10. 3 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended June 30, 2012 (File No. 000- 50189)). 10. m Amendment No. 1, effective July 1, 2011, to the Crown Cork & Seal Company, Inc. Restoration Plan (incorporated by reference to Exhibit 10. 4 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended June 30, 2012 (File No. 000- 50189)). 10. n Amendment No. 1, effective February 28, 2020, to the Crown Holdings, Inc. 2013 Stock- Based Incentive Compensation Plan (incorporated by reference to Exhibit 10. 2 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2020 (File No. 000- 50189)). 10. o Amendment No. 2, effective February 25, 2021, to the Crown Holdings, Inc. 2013 Stock- Based Incentive Compensation Plan. 10. p **Transaction Bonus Agreement, effective April 16,..... Bourque, Jr.** 10. s Executive Employment Agreement, effective January 1, 2023, between Crown Holdings, Inc. and Carlos Baila. 10. **t-q** Crown Holdings, Inc. 2022 Stock- Based Incentive Compensation Plan (incorporated by reference to the Registrant' s Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on March 21, 2022 (File No. 000- 50189)). 10. **u-r** Amendment No. 1, to the Crown Holdings, Inc. 2022 Stock- Based Incentive Compensation Plan. 10. **v-s** Crown Cork & Seal Company, Inc. Amended and Restated Restoration Plan (incorporated by reference to Exhibit 10. o of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended June 30, 2022 (File No. 000- 50189)). 10. **v-t** Executive Employment Agreement, effective 25 October, 2022, between Crown Holdings, Inc. and Matthew R. Madeksza (incorporated by reference to Exhibit 10. p of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended September 30, 2022 (File No. 000- 50189)). 10. **v-u** Share and Asset Purchase Agreement, dated as of April 8, 2021, by and among the Company, Crown Cork & Seal Deutschland Holdings GmbH, Blitz F21- 387 GmbH, Kouti B. V. and Macsco 20. 10 Limited (incorporated by reference to Exhibit 2. 1 of the Registrant' s Current Report on Form 8- K dated April 13, 2021 (File No. 000- 50189)). 10. v **Director Appointment and Nomination Agreement, dated as of December 12, 2022, by and between the Ieahn Group and Crown Holdings, Inc. (incorporated by reference to Exhibit 10. 1 of the Registrant' s Current Report on Form 8- K dated December 13, 2022 (File No. 001- 41550)).** 10. v Crown Holdings, Inc. Executive Officer Cash Severance Policy. **10. w Amendment No. 1 to the Crown Holdings, Inc. Stock Purchase Plan, effective August 1,**

2024 (incorporated by reference to Exhibit 10. 1 of the Registrant's Quarterly Report on Form 10- Q dated November 1, 2024 (File No. 001- 41550)). Exhibits 10. c through 10. v are management contracts or compensatory plans or arrangements required to be filed as exhibits pursuant to Item 14 (c) of this Report. **19. 1 Securities Trading and SEC Reporting Compliance Reporting Policy (incorporated by reference to Exhibit 19. 1 of the Registrant's Quarterly Report on Form 10- Q dated July 28, 2023 (File No. 000- 50189)).** 21 Subsidiaries of Registrant. 22 List of Guarantors. 23 Consent of Independent Registered Public Accounting Firm. 31. 1 Certification of Chief Executive Officer pursuant to Rule 13a- 14 (a) or 15d- 14 (a) of the Securities and Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes- Oxley Act of 2002. 31. 2 Certification of Chief Financial Officer pursuant to Rule 13a- 14 (a) or 15d- 14 (a) of the Securities and Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes- Oxley Act of 2002. 32 Certification pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002, executed by Timothy J. Donahue, President and Chief Executive Officer of Crown Holdings, Inc. and Kevin C. Clothier, Senior Vice President and Chief Financial Officer of Crown Holdings, Inc. 97 Crown Holdings, Inc. Compensation Recovery Policy, effective October 2, 2023. 101 The following financial information from the Registrant's Annual Report on Form 10- K for the year ended December 31, ~~2023~~ **2024** formatted in Inline XBRL (eXtensible Business Reporting Language): (i) Consolidated Statements of Operations for the twelve months ended December 31, ~~2024, 2023, and 2022 and 2021~~, (ii) Consolidated Statements of Comprehensive Income for the twelve months ended December 31, ~~2024, 2023, and 2022 and 2021~~; (iii) Consolidated Balance Sheets as of December 31, ~~2023-2024~~ and December 31, ~~2022-2023~~, (iv) Consolidated Statements of Cash Flows for the twelve months ended December 31, ~~2024, 2023, and 2022 and 2021~~, (v) Consolidated Statements of Changes in Shareholders' Equity for the twelve months ended December 31, ~~2024, 2023, and 2022 and 2021~~ and (vi) Notes to Consolidated Financial Statements. 104 Cover Page Interactive Data File- the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded with the XBRL document. ITEM 16. ~~FORM Form~~ 10- K **SUMMARY Summary** None. SIGNATURES Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized. Crown Holdings, Inc. RegistrantBy: / s / Christy L. Kalaus Christy L. Kalaus Vice President and Corporate Controller Date: ~~February 27~~ **March 3, 2024-2025** POWER OF ATTORNEY KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Timothy J. Donahue, Kevin C. Clothier and Adam J. Dickstein, and each of them, his or her true and lawful attorneys- in- fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities to sign any and all amendments to the Annual Report on Form 10- K for the Company's ~~2023-2024~~ fiscal year, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys- in- fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys- in- fact and agents or any of them, or their respective substitutes, may lawfully do or cause to be done by virtue hereof. Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated above. SIGNATURE/TITLE / s / Timothy J. Donahue Timothy J. Donahue Chairman of the Board, President and Chief Executive Officer / s / Kevin C. Clothier Kevin C. Clothier Senior Vice President and Chief Financial Officer / s / Christy L. Kalaus Christy L. Kalaus Vice President and Corporate Controller DIRECTORS / s / ~~Richard H. Fearon / s / B- Angela M. Snyder Richard Craig Owens Richard H. Fearon B- Fearon Angela M. Snyder Craig Owens~~ / s / ~~Andrea J. Funk / s / Angela M Caesar F. Snyder Andrea Sweitzer Andrea J. Funk Angela M Caesar F. Snyder Sweitzer~~ / s / ~~Stephen J. Hagge / s / Caesar F Marsha C. Sweitzer Stephen Williams Stephen J. Hagge Caesar F Hagge Marsha C. Sweitzer Williams~~ / s / ~~James H. Miller / s / Marsha C Dwayne A. Williams James Wilson James H. Miller Marsha C Dwayne A. Williams Wilson~~ / s / ~~B Josef M. Craig Owens B Müller / s / Dwayne A. Wilson Josef M. Müller Dwayne A. Wilson Craig Owens SEVENTH AMENDMENT THIS SEVENTH AMENDMENT, dated as of November 11, 2024 (this " Amendment "), is entered into by and among CROWN HOLDINGS, INC. DEFERRED COMPENSATION PLAN FOR DIRECTORS (As Amended and Restated Effective October 26, 2023) This is the a **Pennsylvania corporation (" Crown Holdings ")**. Inc- **DEUTSCHE BANK SECURITIES INC**. Deferred Compensation Plan for Directors, (" DBSI ") as amended and restated effective October 26, 2023- **BNP PARIBAS (" BNP "), COÖPERATIEVE RABOBANK U. A., NEW YORK BRANCH (" Rabobank "), CRÉDIT AGRICOLE I. DEFINITIONS** The following words- **CORPORATE AND INVESTMENT BANK (" Crédit Agricole "), ING CAPITAL LLC (" ING ")** and phrases as used herein have **UNICREDIT BANK GMBH (" Unicredit " , and, together with DBSI, BNP, Rabobank, Credit Agricole and ING, the following meanings unless " Sustainability Coordinators "), the Lenders party hereto and DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent (in such capacity, the " Administrative Agent "). RECITALS WHEREAS, CROWN AMERICAS LLC, a Pennsylvania limited liability company (different meaning is plainly required by the context: 1. 1. " Administrator U. S. Borrower ") means the Compensation Committee of the Board, **CROWN EUROPEAN HOLDINGS S** or the person or committee appointed by the Compensation Committee, which shall be responsible for those functions assigned to the Administrator under the Plan. 1. 2. " Board " means the Board of Directors of the Company. 1. 3. " Change in Control " means if and when: 1. 3. 1 A. " person " (as such term is used in Sections 13 (d) and 14 (d) of the Securities Exchange Act of 1934, as amended (the " Exchange Act ")), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation ~~owned~~ **organized under the laws of France (" European Borrower ")**, directly ~~each of the Subsidiary Borrowers party thereto, CROWN METAL PACKAGING CANADA LP, a limited partnership organized under the laws of the Province of Ontario, Canada (" Canadian Borrower " , and together with U. S. Borrower, European Borrower and the Subsidiary Borrowers party hereto, " Borrowers "), CROWN CORK & SEAL COMPANY, INC., a Pennsylvania corporation (" CCSC "), Crown Holdings, and CROWN INTERNATIONAL HOLDINGS, INC., a~~**~~

Delaware corporation (“ Crown International ”, and together with CCSC and Crown Holdings, “ Parent Guarantors ”), the Lenders from time to time party thereto, DEUTSCHE BANK AG NEW YORK BRANCH, as the Administrative Agent, DEUTSCHE BANK AG, LONDON BRANCH, as U. K. administrative agent (in such capacity, “ U. K. Administrative Agent ”), and DEUTSCHE BANK AG, CANADA BRANCH, as Canadian administrative agent (in such capacity, the “ Canadian Administrative Agent ”), are party to that certain Amended and Restated Credit Agreement, dated as of April 7, 2017 (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of December 28, 2017, that certain Incremental Amendment No. 1, dated as of January 29, 2018, that certain Second Amendment to Amended and Restated Credit Agreement, First Amendment to the U. S. Guarantee Agreement and First Amendment to U. S. Indemnity, Subrogation and Contribution Agreement, dated as of March 23, 2018, that certain Incremental Amendment No. 2 and Third Amendment to Amended and Restated Credit Agreement, dated as of December 13, 2019, that certain Fourth Amendment to Amended and Restated Credit Agreement, dated as of October 4, 2021, that certain Incremental Amendment No. 3 and Fifth Amendment to Amended and Restated Credit Agreement, dated as of August 8, 2022, that certain Sixth Amendment to Amended and Restated Credit Agreement, dated as of June 28, 2024, and as further amended, supplemented, amended and restated or otherwise modified from time to time prior to indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the “ beneficial owner Existing Credit Agreement ”); WHEREAS, Crown Holdings has requested an amendment to the Existing Credit Agreement as set forth herein. WHEREAS, the Lenders party hereto constitute the Required Lenders under the Existing Credit Agreement as of the Seventh Amendment Effective Date (as defined in Rule 13D-3 below). WHEREAS, pursuant to Section 2. 17 of the Existing Credit Agreement, Crown Holdings, the Lenders constituting the Required Lenders under the Existing Credit Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50 %) of the combined voting power of the Company’s then outstanding voting securities; or 1. 3. 2 A “ person ” (as such term is used in Sections 13 (d) and 14 (d) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition) beneficial ownership, directly or indirectly, of securities of the Company representing thirty- five percent (35 %) or more of the combined voting power of the Company’s then outstanding voting securities; or 1. 3. 3 During any twelve (12)-month period, individuals who at the beginning of such period constitute the Board and any new director (other than a director designated by a person who has entered into an agreement Agreement with 30471287- 111- 1- the Company to effect a transaction described in Section 1. 3. 1, Section 1. 3. 2, Section 1. 3. 4 or Section 1. 3. 5 hereof) whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of a majority of the directors then- the Sustainability Coordinators and still in office who either were directors at the beginning of such period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or 1. 3. 4 A merger or consolidation of the Company with any other- the Administrative Agent corporation, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least seventy percent (70 %) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or 1. 3. 5 A sale or disposition by the Company of all or substantially all of the Company’s assets; in any case, provided that such transaction satisfies the requirements of Treasury Regulation Section 1. 409A- 3 (i) (5) (v), (vi) or (vii). 1. 4. “ Code ” means the Internal Revenue Code of 1986, as amended. 1. 5. “ Common Stock ” shall have agreed to amend the meaning Existing Credit Agreement as set forth in Article I hereto effective the Stock Plan. 1. 6. “ Company ” means Crown Holdings, Inc. 1. 7. “ Deferred Cash Account ” means the separate bookkeeping account, as described of the Seventh Amendment Effective Date. NOW, THEREFORE, in consideration of the foregoing premises and Section 4. 1, established under the other Plan good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following shall be effective: ARTICLE I Amendment. Effective as of the Seventh Amendment Effective Date (as defined below), and subject to the terms and conditions set forth each Participant with respect to herein, (i) the deferred portion of Existing Credit Agreement his- is hereby amended to delete or her Directors’ Fees. 1. 8. “ Deferred Stock Account ” means the stricken text (indicated textually separate bookkeeping account, as described in Section 4. 3, established under the same manner Plan for each Participant with respect to the deferred portion of his or her Stock Awards and Dividend Shares. 1. 9. “ Directors’ Fees ” means the cash fees paid to a Non- Employee Director for his or her service on the Board or any committee thereof. 1. 10. “ Dividend Payment Date ” has- as the meaning following example: stricken text) and to add the double- underlined text (indicated textually in the same manner as the following example: double- underlined text) as set forth in Section 4. 4. 1. 11. the pages attached as Exhibit A hereto (the “ Dividend Record Date Amended Credit Agreement ” has), (ii) Schedule 2. 17 to the meaning Amended Credit Agreement is set forth in Section 4 Exhibit B attached hereto and (iii) Exhibit 2. 17 to 4. 1. 12. “ Dividend Shares ” has the meaning Amended Credit Agreement is set forth in Section 4 Exhibit C attached hereto. 4 ARTICLE II Definitions. 1 All capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the Amended Credit Agreement. 13 ARTICLE III Conditions to Effectiveness. The effectiveness of this Amendment and the amendments contemplated hereby are subject to the satisfaction of the following conditions precedent (the date upon which this Amendment becomes effective, the “ Non- Employee Director Seventh Amendment Effective Date ” means-): (a member of) Amendment. The Administrative Agent (or its counsel) shall have received from (i) the Lenders constituting Board who meets the definition of Required Lenders under the Existing Credit Agreement, (ii) the Sustainability Coordinators, (iii) Crown Holdings, and (vi) the Administrative Agent, (x) a “ counterpart of this Amendment signed non- on- employee director ” under Rule 16 behalf of

such party or (y) written evidence satisfactory to the Administrative Agent (which may include a telecopy or other electronic transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment. (b) –Fees. All reasonable costs and expenses (including, without limitation, the reasonable fees, charges and disbursements of counsel for the Administrative Agent) of the Administrative Agent in connection with this Amendment and the transactions contemplated hereby shall have been paid, to the extent invoiced three (3 (b) Business Days (3-or such shorter period as Crown Holdings may agree) promulgated prior to the Seventh Amendment Effective Date.

ARTICLE IV Representations and Warranties. Crown Holdings represents and warrants to the Administrative Agent, the Sustainability Coordinators and the Lenders as of the date hereof that: (a) Crown Holdings has the right and power and is duly authorized to execute this Amendment and to perform and observe the provisions of this Amendment, (ii) this Amendment has been duly executed and delivered by Crown Holdings the 30471287. 112-2- Securities and Exchange Commission under the Exchange Act who is not the legal, valid and employee binding obligation of Crown Holdings, enforceable against Crown Holdings the Company or any subsidiary or affiliate of the Company. 1. 14. “Participant” means a Non-Employee Director who elects to participate in the Plan in accordance with the its terms, subject to applicable bankruptcy, insolvency and conditions similar laws affecting the enforceability of creditors’ rights generally and to general principles of equity, and (iii) the execution, delivery and performance by Crown Holdings of this Amendment, does not and will not (A) contravene the terms of any of Crown Holdings’ Organic Documents; (B) conflict with or result in any breach or contravention of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien (the other Plan than Liens permitted under Section 8. 2 of the Credit Agreement) pursuant to, (1) any Contractual Obligation to which 15. “Plan” means the Crown Holdings is a party or affecting Crown Holdings or the properties of Crown Holdings or any of its Subsidiaries or (2) any order, Inc. injunction, writ or decree of any Governmental Authority or any arbitral award to which Crown Holdings or its property is subject; or (C) violate any Requirement of Law, except in each case Deferred-referred Compensation Plan to in clause (B) (1), (B) (2) or (C), to the extent that such contravention or violation could not reasonably be expected to have a Material Adverse Effect. (b) Except to the extent the failure to obtain or make the same would not reasonably be expected to have a Material Adverse Effect, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except for (x) Directors. 1. 16. “Plan Year” means the those calendar year. 1. 17. “that have otherwise been obtained or made on or prior to the Seventh Amendment Effective Date and which remain in full force and effect on the Seventh Amendment Effective Date and (y) filings which are necessary to perfect the security interests created under the Security Documents), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to be obtained or made by, or on behalf of, Crown Holdings to authorize, or is required to be obtained or made by, or on behalf of, Crown Holdings in connection with, the Section-execution 409A” has, delivery and performance of this Amendment. (c) Both immediately before and immediately after giving effect to this Amendment, the meaning representations and warranties of the Borrowers and Guarantors set forth in Section 7. 2. 1. 18. “Stock Award” means an award of Common Stock made to a Non-Employee Director pursuant to the Stock Plan or otherwise for his or her service on the Board or any committee thereof. 1. 19. “Stock Plan” means the Crown Holdings, Inc. 2022 Stock-Based Incentive Compensation Plan as amended Amended Credit Agreement from time to time and any the other Loan Documents equity-based compensation plan adopted by the Company for the benefit of, among others, Non-Employee Directors. 1. 20. “Unforeseeable Emergency” means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant’s spouse, beneficiary or “dependent” (as defined in Code Section 152, without regard to Code Section 152 (b) (1), (b) (2) and (d) (1) (B)); loss of the Participant’s property due to casualty; or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. ARTICLE II. PARTICIPATION 2. 1. Eligibility. Each Non-Employee Director who is entitled to Directors’ Fees and / or Stock Awards is eligible to elect to participate in the Plan. 2. 2. Participation. A Non-Employee Director who meets the eligibility requirements of Section 2. 1 may elect to participate in the Plan by delivering to the Administrator a properly executed deferral election in the form provided by the Administrator. ARTICLE III. DEFERRAL OF DIRECTORS’ FEES AND STOCK AWARDS 3. 1. Deferral Election. A Director who elects to become a Participant may elect to defer receipt of all, or any part, of his or her Directors’ Fees and / or Stock Awards for any Plan Year by delivering a properly executed deferral election form to the 30471287. 113- 3- Administrator on or before December 31 of the preceding Plan Year, which form shall specify the amount or percentage of Directors’ Fees and / or Stock Awards to be deferred. A deferral election with respect to a Stock Award made on a percentage basis shall be rounded down to the nearest number of whole shares. An individual who is initially elected as a Director during a Plan Year may elect within thirty (30) days of such election to make a deferral election in accordance with this Section 3. 1, provided that such election shall be effective only as to Directors’ Fees and / or Stock Awards earned subsequent to such deferral election. Except as otherwise provided, a deferral election is irrevocable once the Plan Year to which it applies has commenced. 3. 2. Payment Election. Concurrently with the initial deferral election under Section 3. 1, a Director who elects to be a Participant shall deliver a properly executed election form to the Administrator designating in which of the following forms the Participant’s Deferred Cash Account and Deferred Stock Account shall be distributed: (i) a lump sum; (ii) in substantially equal quarterly installments over a period of five (5) years; or (iii) in substantially equal quarterly installments over a period of ten (10) years. After a Participant has made such initial election designating the form of payment, such election shall apply to any subsequent amounts a Participant elects to defer under Section 3. 1 for any subsequent Plan Year (and if a Participant indicates otherwise on a subsequent election form, such subsequent election shall be disregarded). Except as provided in Section 5. 3 and Section 5. 4, and in the case of an Unforeseeable Emergency, the form of payment shall not be changed once an initial election becomes effective. ARTICLE IV. ACCOUNTING FOR DEFERRED DIRECTORS’ FEES AND DEFERRED STOCK AWARDS 4. 1. Establishment of Deferred Cash Account. The Administrator shall establish a Deferred Cash Account

for each Participant deferring Directors' Fees. Directors' Fees that are deferred shall be credited to the Participant's Deferred Cash Account as of the date such Directors' Fees would otherwise have been paid to the Participant. 4. 2. Earnings on the Deferred Cash Account. As of the first day of each quarter, a Participant's Deferred Cash Account shall be credited with an amount equal to the product of: (i) one-fourth of the prime interest rate as reported in the Wall Street Journal as of the first day of the preceding quarter and (ii) the Participant's Deferred Cash Account balance as of the last day of the preceding quarter. 4. 3. Establishment of a Deferred Stock Account. The Administrator shall establish a Deferred Stock Account for each Participant deferring all, or any part of, his or her Stock Awards. Shares of Common Stock with respect to Stock Awards that are deferred shall be credited to such Deferred Stock Account as of the date such Stock Award (or portion thereof) would otherwise have been granted to the Participant. 30471287. 114- 4- 4. 4. Dividend Shares. Each Participant's Deferred Stock Account with a balance on any dividend record date ("Dividend Record Date") will, on the applicable date that such dividends are paid ("Dividend Payment Date"), be credited with a number of shares ("Dividend Shares"), including fractional shares, equal to (i) (A) the number of shares comprising the balance of such Participant's Deferred Stock Account on the applicable Dividend Record Date, multiplied by (B) the dollar amount of dividends declared with respect to one share of Common Stock, divided by (ii) the closing price of one share of Common Stock on the applicable Dividend Payment Date. 4. 5. No Rights as a Stockholder. The Participant shall have no rights as a stockholder with respect to any Stock Awards credited to his or her Deferred Stock Account. ARTICLE V. DISTRIBUTION OF A PARTICIPANT'S DEFERRED CASH ACCOUNT AND DEFERRED STOCK ACCOUNT 5. 1. Distributions. Except as otherwise provided herein, a Participant's Deferred Cash Account and Deferred Stock Account shall be distributed only in accordance with Section 5. 2, Section 5. 3 or Section 5. 4. A Participant's Deferred Cash Account and Deferred Stock Account shall be distributed in cash. A Participant's Deferred Stock Account shall be converted to cash, using the closing share price for the Common Stock on the date the Participant ceases to serve as a Non-Employee Director. Fractional shares shall be valued on a pro rata basis. If a Participant has elected to receive distributions over an installment period, the funds from the conversion of the Deferred Stock Account shall be credited to the Participant's Deferred Cash Account and shall be distributed in accordance with the Participant's election under Section 3. 2. 5. 2. Separation from Service. A Participant who ceases to serve as a Non-Employee Director (for any reason other than death) shall receive a distribution (or begin to receive a distribution) of his or her Deferred Cash Account and Deferred Stock Account as soon as administratively feasible following such termination in accordance with the Participant's election under Section 3. 2. During any installment period, a Participant's Deferred Cash Account shall continue to be credited with earnings thereon in accordance with Section 4. 2. 5. 3. Change in Control. Notwithstanding Section 5. 2, a Participant shall receive a distribution of his or her Deferred Cash Account and Deferred Stock Account in a cash lump sum as soon as administratively feasible following a Change in Control. All Deferred Stock Account balances shall be valued by reference to the share price for the Common Stock immediately prior to the Change in Control. 5. 4. Participant's Death. Notwithstanding Section 5. 2, if a Participant dies while serving on the Board or while receiving quarterly installment distributions, the Participant's Deferred Cash Account and Deferred Stock Account shall be distributed to the Participant's estate in a cash lump sum as soon as administratively feasible following 30471287. 115- 5- the Participant's death. All Deferred Stock Account balances shall be valued by reference to the closing share price for the Common Stock on the date of the Participant's death. ARTICLE VI. UNFORESEEABLE EMERGENCY 6. 1. In General. Notwithstanding any other provision of the Plan, in the event of an Unforeseeable Emergency, a Participant may request, in accordance with procedures established by the Administrator, a cancellation of deferrals under this Plan or a distribution in accordance with this Article VI. The determination of whether a Participant has experienced an Unforeseeable Emergency will be in the Administrator's sole and absolute discretion. 6. 2. Cancellation of Deferrals. A Participant's deferral election may be canceled by the Administrator in the event of an Unforeseeable Emergency. Any future deferral election shall be made in accordance with Section 3. 1. 6. 3. Permitted Distribution. The Administrator may permit a distribution due to an Unforeseeable Emergency in an amount limited to the amount reasonably necessary to satisfy such emergency and to pay any necessary taxes and penalties related to such distribution. ARTICLE VII. AMENDMENT AND TERMINATION 7. 1. Amendment. The Board reserves the right to amend the Plan at any time, in any manner whatsoever, after delivery of written notification to all Directors of its intention and the effective date thereof; provided, however, that no such amendment shall operate to reduce the benefit that any Participant who is participating at the time such amendment is adopted would otherwise receive hereunder. 7. 2. Termination of the Plan. Continuance of the Plan is completely voluntary, and is not assumed as a contractual obligation of the Company. The Company, having adopted the Plan, shall have the right, at any time, prospectively to discontinue the Plan by action of the Board; provided, however, that such termination shall not operate to reduce the benefit that any Participant who is participating at the time such amendment is adopted would otherwise receive hereunder. In the event of a Plan termination, a Participant's Deferred Cash Account and Deferred Stock Account shall be paid in accordance with the Plan as in effect immediately prior to such termination, provided that the Company may accelerate payments to the extent permitted under Code Section 409A and the regulations and guidance promulgated thereunder ("Section 409A"). 30471287. 116- 6- ARTICLE VIII. MISCELLANEOUS 8. 1. 409A Compliance. The Plan and all benefits payable hereunder are intended to comply with Section 409A. Accordingly, to the maximum extent permitted, the Plan shall be administered, interpreted and construed in a manner consistent with Section 409A. Notwithstanding anything contained in the Plan to the contrary, a Participant shall not be considered to have terminated service with the Company until such Participant would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. Each amount or installment payable under the Plan shall be considered a separate and distinct payment for purposes of Section 409A. Notwithstanding anything contained herein to the contrary, to the extent required to avoid tax penalties under Section 409A, amounts that would otherwise be payable during the six (6) month period immediately following the Participant's separation from service shall instead be paid on the first business day after the date that is six (6) months following the Participant's separation from service (or, if earlier, the Participant's date of death). The Company makes no representations

that any or all payments under the Plan will be exempt or comply with Section 409A and shall have no liability to any Participant or any other person if such payments are not so exempt or compliant. 8. 2. Participant's Rights Unsecured. The right of any Participant to receive future payments under the provisions of the Plan shall be an unsecured claim against the general assets of the Company. Any fund, account, trust, contract or arrangement the Company chooses to establish for the future payment of benefits under the Plan shall remain part of the Company's general assets and no person claiming payments under the Plan shall have any right, title or interest in or to any such fund, account, trust, contract or arrangement. 8. 3. Administration. The Plan shall be administered by the Administrator, who shall have the authority to adopt rules and regulations for carrying out the Plan, and who shall interpret, construe and implement the provisions of the Plan. 8. 4. Non-alienation. The right of any Participant to the payment of any benefit hereunder shall not be assigned, transferred, pledged or encumbered. 8. 5. Incapacity. If the Administrator shall determine that a Participant to whom any payment is due under the Plan is unable to care for his or her affairs because of illness or incapacity, any payment due (unless a prior claim therefor shall have been made by a duly appointed guardian, committee or other legal representative) may be paid to the spouse of the Participant, to his or her child, parent, brother or sister, or to any other person deemed by the Administrator to have incurred expenses for such person otherwise entitled to payment, in such manner and proportions as the Administrator may determine. Any such payment shall be a complete discharge of the liabilities of the Company under the Plan. 30471287. 117-7-8. 6. Succession. The Plan shall be binding upon and inure to the benefit of the Company, its successors and assigns, and the Participants and their heirs, executors, administrators, and legal representatives. 8. 7. Governing Law. The Plan shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, except to the extent superseded by federal law. 30471287. 118-8-2022 STOCK-BASED INCENTIVE COMPENSATION PLAN Pursuant to the power reserved to it in Section 13. 1 of the Crown Holdings, Inc. 2022 Stock-Based Incentive Compensation Plan (the "2022 Plan"), the Board of Directors of Crown Holdings, Inc. hereby amends the 2022 Plan, effective October 26, 2023, as follows: 1. A new Section 8. 4 shall be inserted, immediately following Section 8. 3, as follows: " 8. 4. Each Non-Employee Director may make a written election to defer all or a portion of any Annual Stock Award for Non-Employee Directors in accordance with the terms of the Crown Holdings, Inc. Deferred Compensation Plan for Directors, as amended from time to time; provided that any deferral under this Section 8. 4 shall comply with all applicable laws, rules and regulations, including, without limitation, Section 409A of the Code and such administrative procedures as established by the Committee in its sole discretion. " * * * To record the adoption of this Amendment No. 1 to the 2022 Plan, Crown Holdings, Inc. has authorized its officer to affix its corporate name effective as of the date indicated above. CROWN HOLDINGS, INC. By: / s / Timothy J. Donahue Name: Timothy J. Donahue Title: President and Chief Executive Officer EXECUTIVE OFFICER CASH SEVERANCE POLICY Crown Holdings, Inc. (the "Company") will not enter into any future employment agreement, severance agreement or separation agreement with any Executive Officer of the Company, or establish any new severance plan or policy covering any Executive Officer of the Company, in each case that provides for Cash Severance Benefits exceeding 2. 99 times the sum of the Executive Officer's base salary plus Target Bonus, without seeking stockholder ratification of such agreement, plan or policy. For purposes of this Policy: "Cash Severance Benefits" means cash payments: (i) in respect of the termination of the Executive Officer's employment; (ii) to secure an agreement not to compete with the Company; or (iii) to offset any tax liability in respect of any of the foregoing. For the avoidance of doubt, "Cash Severance Benefits" do not include (a) the payment, vesting, acceleration or other handling of equity-based awards granted under stockholder-approved plans prior to the Executive Officer's termination of employment, (b) payment of deferred compensation, earned retirement benefits or other vested employee benefits, in each case consistent with normal practices, provided under the Company's retirement or employee benefit plans, (c) the provision of perquisites, insurance, disability, health and welfare plan coverage and other non-cash benefits generally available to similarly-situated employees, (d) any interest required to be paid pursuant to the terms of any Company plan or policy between the termination date and the payment date, (e) any unpaid bonus earned by the Executive Officer with respect to any previously completed performance period, (f) accrued but unpaid Base Salary or paid time off through the termination date and reimbursement for any expenses validly incurred prior to the termination date or (g) any payment in respect of the Executive Officer's bonus for the year of termination based on target or actual performance (prorated based on the Executive Officer's days of service during the annual performance period). "Executive Officer" has the same meaning assigned to that term in the Company's Compensation Recovery Policy, as it exists from time to time. "Target Bonus" means the Executive Officer's target bonus under the Company's annual incentive plan applicable to the Executive Officer for the year of termination, provided that if no target bonus has been established for such year under such plan, the year immediately preceding the year of termination. Exhibit 21-Subsidiaries of Registrant NAME STATE OR COUNTRY OF INCORPORATION OR ORGANIZATION Crown Cork & Seal Company, Inc. Pennsylvania CROWN Americas LLC Pennsylvania Crown Consultants, Inc. Pennsylvania Crown Financial Corporation Pennsylvania CR USA, Inc. Delaware Crown Americas Capital Corp. Delaware Crown Americas Capital Corp. V Delaware Crown Americas Capital Corp. V Delaware Crown Beverage Holdings, Inc. Delaware CROWN Beverage Packaging, LLC Delaware CROWN Beverage Packaging Puerto Rico, Inc. Delaware Crown Cork & Seal Company (DE), LLC Delaware Crown Cork and Seal Receivables II LLC Delaware CROWN Cork & Seal USA, Inc. Delaware Crown International Holdings, Inc. Delaware CROWN Packaging Holdings LLC Delaware CROWN Packaging Technology, Inc. Delaware Crown Receivables III LLC Delaware Foreign Manufacturers Finance Corporation Delaware Signode Industrial Group Holdings US Inc Delaware Signode Industrial Group LLC Delaware Signode Industrial Group US Inc Delaware Signode International Holdings LLC Delaware Signode International Investment LLC Delaware Signode International IP Holdings LLC Delaware Signode Pickling Holding LLC Delaware Signode US IP Holdings LLC Delaware TopFrame LLC Delaware Simplimatic Engineering Holdings, LLC Ohio Simplimatic Automation LLC Ohio SE International Holdings LLC Ohio SE International Holdings II LLC Ohio Crownway Insurance Company Vermont SEH Real Estate Holdings LLC Virginia Signode Australia Pty Ltd Australia CROWN Packaging (Barbados) Limited Barbados CROWN Commercial

Belgium BVBA Belgium CROWN Verpakking België NV Belgium Shippers Europe Srl Belgium Signode Belgium Srl Belgium CROWN Hanoi Investment Company Limited Bermuda NAMESTATE OR COUNTRY OF INCORPORATION OR ORGANIZATION Crown Brasil Holdings Ltda. Brazil CROWN Embalagens Metálicas da Amazonia S. A. Brazil Signode Brasil Ltda Brazil Signode Bulgaria EOOD Bulgaria CROWN Beverage Cans (Cambodia) Limited Cambodia CROWN Beverage Cans Sihanoukville Limited Cambodia CROWN Khmer Beverage Cans Limited Cambodia CROWN Metal Packaging Canada Inc. Canada CROWN Metal Packaging Canada LP Canada Signode Canada ULCC Canada CMB Machinery and Technology (Shanghai) Co Ltd China CROWN Beverage Cans Hangzhou Limited China CROWN Beverage Cans Heshan Limited China CROWN Beverage Cans Huizhou Limited China CROWN Beverage Cans Putian Limited China CROWN Beverage Cans Ziyang Limited China Foshan Continental Can Co. Limited China Foshan Crown Easy-Opening End Co. Limited China Signode Packaging (Qingdao) Co., Ltd. China Crown Colombiana, S. A. Colombia Signode Colombia S. A. S. Colombia Signode Denmark ApS Denmark Signode Finland Oy Finland Butimove France CROWN Bevean France SAS France CROWN Commercial France SAS France Crown Developement France Crown European Holdings France Crown Europe SAS France Crown Packaging European Division Services SAS France Signode France SAS France Société Civile Immobilière des Baquets France Société Civile Immobilière Rousseau- Ivry France SPG France Holdings SAS France Crown Cork & Seal Deutschland Holdings GmbH Germany Mezger Heftsyste GmbH Germany Signode System GmbH Germany SMP Schwede Maschinenbau Weischlitz GmbH Germany SPG Germany Service Management GmbH Germany Signode Packaging Systems GmbH Germany Crown Helas Can Packaging SAGreece NAMESTATE OR COUNTRY OF INCORPORATION OR ORGANIZATION CROWN Beverage Cans Hong Kong Limited Hong Kong CROWN China Holdings (Hong Kong) Limited Hong Kong CROWN Packaging Investment (H. K.) Limited Hong Kong Signode Hong Kong Limited Hong Kong Crown Bevean Services Hungary Kft Hungary Signode India Limited India PT CROWN Beverage Cans Indonesia Indonesia PT CROWN Indonesia Trading Indonesia Signode Packaging Ireland Limited Ireland Crown Commercial Italy Srl Italy Crown Holdings Italia Srl Italy Crown Packaging Manufacturing Italy Srl Italy Strapex Srl Italy CROWN Packaging Jamaica Limited Jamaica Signode Japan K. K. Japan CROWN Middle East Can Manufacturing Ltd. Jordan Crown Bevean Kazakhstan Kazakhstan Signode Kenya Limited Kenya Crown Packaging Lux II S. à. r. l. Luxembourg Crown Packaging Lux III S. à. r. l. Luxembourg Signode Industrial Group Lux S. A. Luxembourg Signode Luxembourg S. a. r. l. Luxembourg SPG Industrial Packaging S. a. r. l. Luxembourg CROWN Beverage Cans Malaysia Sdn Bhd Malaysia Signode Malaysia Sdn. Bhd. Malaysia CROWN Envasas Mexico, S. A. de C. V. Mexico CROWN Famosa, S. A. de C. V. Mexico Fabricas Monterrey, S. A. de C. V. Mexico Signode Mexico, S. de R. L. de C. V. Mexico Silice Del Istmo, S. A. DE C. V. Mexico Silices De Veracruz, S. A. DE C. V. Mexico Simplimatic Automation De Mexico S. de R. L. de C. V. Mexico Vichisa, S. A. de C. V. Mexico CROWN Beverage Cans Myanmar Limited Myanmar Crown International Holdings B. V. Netherlands Signode Netherlands B. V. Netherlands SPG Packaging Netherlands B. V. Netherlands Signode New Zealand New Zealand Norway ASNorway Crown Packaging Manufacturing Poland Sp. z. o. o. w likwidacji Poland Signode Poland sp. Z. o. o. Poland Signode Portugal LDA Portugal CROWN Arabia Can Company Ltd Saudi Arabia NAMESTATE OR COUNTRY OF INCORPORATION OR ORGANIZATION CROWN Asia Pacific Holdings Pte. Ltd. Singapore CROWN Beverage Cans Singapore Pte. Ltd. Singapore CROWN Speciality Packaging Investment Pte. Ltd. Singapore CROWN Packaging Investment Pte. Ltd. Singapore Signode Singapore Pte Ltd. Singapore Superior Investments Holdings Pte. Ltd. Singapore Superior Multi-Packaging Limited Singapore CROWN Bevean Slovakia s. r. o. Slovakia CROWN Commercial Slovakia s. r. o. Slovakia Signode Slovakia s. r. o. Slovakia Signode Korea Inc. South Korea CROWN Bevean Espana S. L. Spain Crown Commercial de Envasas S. L. Spain Crown Holdings Spain, S. L. Spain Crown Packaging Manufacturing Spain S. L. Spain Signode Packaging Spain SLSpain Josef Kihlberg ABSweden Signode Industrial Group Sweden ABSweden Signode Sweden ABSweden Crown Bevean Switzerland AG Switzerland Crown Packaging European GmbH Switzerland Crown Packaging European Holdings GmbH Switzerland Signode Switzerland GmbH Switzerland CROWN AP (Thailand) Company Limited Thailand CROWN Bevean and Closures (Thailand) Company Limited Thailand CROWN Foodcan (Hat Yai) Company Limited Thailand CROWN Foodcan (Nakhon Pathom) Company Limited Thailand CROWN Food Packaging (Thailand) Public Company Limited Thailand CROWN TCP Beverage Cans Company Limited Thailand Pet Containers (Thailand) Limited Thailand Signode (Thailand) Ltd. Thailand CROWN Packaging Trinidad Limited Trinidad CROWN Maghreb Can Tunisia CROWN Bevean Türkiye Ambalaj Sanayi Ve Ticaret Limited Sirketi Turkey Form Koruyucu Ambalaj Sanayi Ve Ticaret Limited Sirketi Turkey CROWN Emirates Company Limited United Arab Emirates Carnaud Metalbox Engineering Limited United Kingdom Carnaud Metalbox Group UK Ltd. United Kingdom Carnaud Metalbox Overseas Ltd. United Kingdom Crown Packaging Commercial UK Limited United Kingdom Crown Packaging Distribution UK Limited United Kingdom NAMESTATE OR COUNTRY OF INCORPORATION OR ORGANIZATION Crown Packaging Manufacturing UK Limited United Kingdom Crown Packaging Services EMEA Limited United Kingdom CROWN Packaging UK Limited United Kingdom Crown UK Holdings Limited United Kingdom Mee-A-Tee Services Limited United Kingdom Signode UK Ltd United Kingdom CROWN Beverage Cans Danang Limited Vietnam CROWN Beverage Cans (Dong Nai) Limited Vietnam CROWN Beverage Cans Hanoi Limited Vietnam CROWN Beverage Cans Saigon Limited Vietnam CROWN Beverage Cans Vung Tau Company Limited Vietnam (1) The list includes only consolidated subsidiaries which are directly owned or indirectly owned by the Registrant. (2) In accordance with Regulation S-K, Item 601 (b) (ii), the names of certain subsidiaries have been omitted from the foregoing list. The unnamed subsidiaries, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary, as defined in Regulation S-X, Rule 1-02 (w). Exhibit 22-List of Guarantor Subsidiaries The following subsidiaries of Crown Holdings, Inc. (the "Company") were, as of December 31, 2023, guarantors of the Company's \$ 350 principal 7.375 % senior notes due 2026 and \$ 40 principal 7.5 % senior notes due 2026: The following subsidiaries of the Company were, as of December 31, 2023, guarantors of the Company's \$ 400 principal 4.25 % senior notes due 2026, \$ 875 principal 4.75 % senior notes due 2026 and \$ 500 principal 5.250 % senior notes due 2030: NAMESTATE OR COUNTRY OF INCORPORATION OR ORGANIZATION Crown Cork &

Seal Company, Inc. PennsylvaniaCROWN Americas LLCPennsylvaniaCrown Consultants, Inc. PennsylvaniaCrown Financial CorporationPennsylvaniaCrown Americas Capital Corp. DelawareCrown Americas Capital Corp. VDelawareCrown Americas Capital Corp. VIDelawareCrown Beverage Holdings, Inc. DelawareCROWN Beverage Packaging, LLCDelawareCROWN Beverage Packaging Puerto Rico, Inc. DelawareCrown Cork & Seal Company (DE), LLCDelawareCROWN Cork & Seal USA, Inc. DelawareCrown International Holdings, Inc. DelawareCROWN Packaging Technology, Inc. DelawareCR USA, Inc. DelawareForeign Manufacturers Finance CorporationDelawareSignode Industrial Group Holdings US IncDelawareSignode Industrial Group LLCDelawareSignode Industrial Group US IncDelawareSignode International IP Holdings LLCDelawareSignode Pickling Holding LLCDelawareSignode US IP Holdings LLCDelawarePackage Design and Manufacturing, Inc. MichiganSimplimatic Engineering Holdings, LLCOhioSimplimatic Automation LLCOhioSE International HoldingsOhioSE International Holdings HOhioSEH Real Estate Holdings LLCVirginia EXHIBIT 23 CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-188568, 333-166764, 333-140991, 333-230008, and 333-268351) of Crown Holdings, Inc. of our report dated February 27, 2024 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K./s/ PricewaterhouseCoopers LLP Philadelphia, Pennsylvania EXHIBIT 31.1 CERTIFICATION I, Timothy J. Donahue, certify that: 1. I have reviewed this annual report on Form 10-K of Crown Holdings, Inc. (“the registrant”); 2. Based on my knowledge, this report does not contain any untrue **true** statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; 3. Based on my knowledge, the financial statements, and **correct** other financial information included in this report, fairly present in all material respects **(except that any representation the financial condition, results of operations and warranty that is qualified** cash flows of the registrant as of, and to “materiality” for **or**, the periods presented “Material Adverse Effect” is true and correct in all respects) as of this report; 4. The registrant’s other **the date hereof, except to** certifying officer (s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15 (f) and 15d-15 (f)) for the **extent** registrant and have: a) designed such disclosure controls **representations and warranties refer to and an** procedures **earlier date**, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which **case** this report is being prepared; b) designed such **representations** internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an **and** **warranties** annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and 5. The registrant’s other certifying officer (s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions): a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are **true** reasonably likely to adversely affect the registrant’s ability to record, process, summarize and **correct** report financial information; and b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting. Date: February 27, 2024./s/ Timothy J. Donahue Timothy J. Donahue Chief Executive Officer EXHIBIT 31.2 I, Kevin C. Clothier, certify that: Date: February 27, 2024./s/ Kevin C. Clothier Kevin C. Clothier Chief Financial Officer EXHIBIT 32 CERTIFICATION PURSUANT TO 18 U. S. C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 In connection with the Annual Report of Crown Holdings, Inc. (the “Company”) on Form 10-K for the period ending December 31, 2023 (the “Report”), each of the undersigned officers certify, pursuant to 18 U. S. C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that: (1) The Report fully complies with the requirements of Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934; and (2) The information contained in the Report fairly presents, in all material respects **(except that any representation and warranty that is qualified as to “materiality” or “Material Adverse Effect” is true and correct in all respects) as of such earlier date**, and except that **the representations and warranties contained in Section 6.5 (a) of the Amended Credit Agreement shall be deemed to refer to the most recent financial statements furnished pursuant to Section 7** position and results of operations of the Company. **1 of the Amended Credit Agreement immediately prior to Seventh Amendment Effective Date** : February 27, 2024./s/ Timothy J. Donahue Timothy J. Donahue Chief Executive Officer **(d) Both immediately before and immediately after giving effect to** Donahue Timothy J. Donahue Chief Executive Officer Date: February 27, 2024./s/ Kevin C. Clothier Kevin C. Clothier Chief Financial Officer A signed original of this written statement required **Amendment, no Unmatured Event of Default or Event of Default has occurred and is continuing. ARTICLE V Acknowledgment and Affirmation. Crown Holdings, on behalf of itself and each other Credit Party, hereby (i) expressly acknowledges the terms of the Amended Credit Agreement, (ii) ratifies and affirms after giving effect to this Amendment the obligations under the Loan Documents (including guarantees and security agreements), (iii) after giving effect to this Amendment, acknowledges, renews and extends its continued liability under all such Loan Documents and agrees such Loan Documents remain in full force and effect, (iv) agrees that all Collateral shall rank as continuing security for the payment and discharge of the Obligations under or in connection**

with the Amended Credit Agreement or the Security Documents with effect from the date of its creation and (v) agrees that all Security Documents and the Collateral constituted thereby shall continue in full force and effect in all respects and the Security Documents and this Amendment shall be read and construed together. ARTICLE VI Expenses. Crown Holdings agrees to reimburse the Administrative Agent and the Sustainability Coordinators for their reasonable out-of-pocket expenses incurred by them in connection with this Amendment, including the reasonable fees, charges and disbursements of Cahill Gordon & Reindel LLP, New York counsel for the Administrative Agent. ARTICLE VII Miscellaneous. Section 906-7. 01 Survival. Except as expressly set forth herein, been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished to the Securities and Exchange Commission as an exhibit to this Amendment Annual Report on Form 10-K and shall not alter, modify, amend be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section nor shall it be deemed to be incorporated by reference in any way affect any filing under the Securities Act of 1933 the terms, conditions, obligations, covenants or agreements contained the Securities Exchange Act of 1934. I. Purpose The Board of Directors (the "Board") of Crown Holdings, Inc. (the "Company") has adopted this Compensation Recovery Policy (this "Policy") to enable the Company to recover Erroneously Awarded Compensation (as defined below) in the event the Company is required to prepare an Accounting Restatement (as defined below). This Policy is intended to comply with, and shall be interpreted to be consistent with, Section 10D of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Rule 10D-1 promulgated under the Exchange Act ("Rule 10D-1") and Section 303A.14 of the New York Stock Exchange ("NYSE") Listed Company Manual (the "Listing Existing Credit Agreement Standards"). II. Definitions For purposes of this Policy, the following capitalized terms shall have the meanings set forth below: 1. "Accounting Restatement" means an accounting restatement of the Company's financial statements due to material noncompliance with any financial reporting requirement applicable to the Company under the securities laws of the United States of America, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period. 2. "Applicable Period" means the three completed fiscal years immediately preceding the date on which the Company is required to prepare an Accounting Restatement, as well as any transition period (that results from a change in the Company's fiscal year) within or immediately following those three completed fiscal years (except that a transition period that comprises a period of at least nine months shall count as a completed year). The "date on which the Company is required to prepare an Accounting Restatement" is the earlier to occur of (a) the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement or (b) the date a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement, in each case regardless of if or when the restated financial statements are filed. 3. "Erroneously Awarded Compensation" means, in the event of an Accounting Restatement, the amount of Incentive-Based Compensation received that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts in such Accounting Restatement, computed without regard to any taxes paid by the relevant Executive Officer; provided, however, that for Incentive-Based Compensation based on stock price or total BUSINESS. 30229417. 6-1 stockholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement: (i) the amount of Erroneously Awarded Compensation must be based on the Company's reasonable estimate of the effect of the Accounting Restatement on the stock price or total stockholder return upon which the Incentive-Based Compensation was received; and (ii) the Company must maintain documentation of the determination of that reasonable estimate and provide such documentation to the Stock Exchange. 4. "Executive Officer" means the Company's president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other provision person who performs similar policy-making functions for the Company. An executive officer of the Existing Credit Agreement Company's parent or subsidiary is deemed an "Executive Officer" if the executive officer performs such policy making functions for the Company. 5. "Financial Reporting Measure" means any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measure that is derived wholly or in part from such measure; provided, however, that a Financial Reporting Measure is not required to be presented within the Company's financial statements or included in a filing with the Securities Exchange Commission. Financial Reporting Measures include but are not limited to the following (and any measure derived from the following): Company stock price; total shareholder return ("TSR"); revenue; net income; operating income; profitability of one or more reportable segments; financial ratios (e. g., accounts receivable turnover and inventory turnover rates); earnings before interest, taxes depreciation and amortization ("EBITDA"); funds from operations and adjusted funds from operations; liquidity measures (e. g., working capital and operating cash flow); return measures (e. g., return on invested capital, return on assets and economic profit); earnings measures (e. g., earnings per share); and any of such financial reporting measures relative to a peer group. 6. "Incentive-Based Compensation" means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure. 7. "Stock Exchange" means the New York Stock Exchange or any other national stock exchange on Loan Document, all of which the Company's common stock are ratified and affirmed in all respects and shall continue in full force and effect. Section 7. 02 Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provision hereof or affecting the validity or enforceability of such provision in any other jurisdiction. III Section 7 Administration 03 Applicable Law. The validity,

interpretation and enforcement of ~~This this~~ Policy Amendment and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be administered-governed by the Compensation Committee internal laws of the State of New York but excluding any principles of conflicts of law or the other Board (rule of law that would cause the application of the law of any jurisdiction the other "Committee") than the laws of the State of New York. The Committee is authorized to interpret **Section 7. 04 Counterparts; Effectiveness; Electronic Execution. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute and- an original, but all of which when taken together shall construe constitute a single agreement. Except as provided in Article III, this Amendment** Policy and to make all shall become effective when it determinations necessary or advisable for the administration of this Policy. In addition, the Committee shall have ~~been executed~~ broad discretion to determine the appropriate means of recovery of Erroneously Awarded Compensation based upon all applicable facts and circumstances. All BUSINESS. 30229417. 6 2 determinations made by the Committee **Administrative Agent. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic imaging (e. g., " pdf " or " tif ") shall be final-effective as delivery of a manually executed counterpart of this Amendment. The words " execution, " " execute, " " signed, " " signature, " and binding on all affected individuals and need not- words of like import in or related to any document to be uniform- signed in connection** with respect to each individual covered by the Policy. IV. Recoupment of Erroneously Awarded Compensation. In the event the Company is required to prepare an Accounting Restatement, the Company shall reasonably promptly recover the amount of any Erroneously Awarded Compensation received by any Executive Officer during the Applicable Period. This Policy applies to all Incentive- Based Compensation received by a person: (a) after beginning services as an Executive Officer; (b) who served as an Executive Officer at any time during the performance period for such Incentive- Based Compensation; (c) while the Company had a listed class of securities on a national securities exchange; and (d) during the Applicable Period. For purposes of this **Amendment** Policy, Incentive- Based Compensation is deemed received in the Company' s fiscal period during which the Financial Reporting Measure specified in the Incentive- Based Compensation award is attained, even if the payment or grant of the Incentive- Based Compensation occurs after the end of that period. For the avoidance of doubt, Incentive- Based Compensation that is subject to both a Financial Reporting Measure vesting condition and **the transactions contemplated hereby** a service- based vesting condition shall be **deemed** considered received when the relevant Financial Reporting Measure is achieved, even if the Incentive- Based Compensation continues to **include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of subject to the service- same legal effect, validity or enforceability as a manually executed signature or the use of a paper - based recordkeeping system** vesting condition. V. Method of Recoupment The Committee shall determine, **as the case may be, to the extent and as provided for** in its sole discretion **any applicable law**, the timing and method for promptly recouping Erroneously Awarded Compensation hereunder, which may include **including without limitation (a) seeking reimbursement of all the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or part of any cash or equity- based award, (b) cancelling prior cash or equity- based awards, whether vested or unvested or paid or unpaid, (c) cancelling or offsetting against any planned future cash or equity- based awards, (d) forfeiture of deferred compensation, subject to compliance with Section 409A of the Internal Revenue Code and the regulations promulgated thereunder and (e) any other similar state method authorized by applicable law- laws** or contract. Subject to compliance with applicable law, the Committee may affect recovery under this Policy from any amount otherwise payable to an Executive Officer, including amounts payable to such individual under any otherwise applicable Company plan or program, including base salary, bonuses, or commissions and compensation previously deferred by the Executive Officer. The Company is authorized and directed pursuant to this Policy to recoup Erroneously Awarded Compensation in compliance with this Policy unless the Committee has determined that recovery would be impracticable solely for the following limited reasons, and subject to the following procedural and disclosure requirements: BUSINESS. 30229417. 6 3 - The direct expense paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the **Uniform Electronic Transactions Act** Committee must make a reasonable attempt to recover such erroneously awarded compensation, document such reasonable attempt (s) to recover and provide that documentation to the Stock Exchange; - Recovery would violate home country law of the Company where that law was adopted prior to November 28, 2022. **Section 7. 05 Headings. The headings** Before concluding that it would be impracticable to recovery any amount of **this Amendment** Erroneously Awarded Compensation based on violation of home country law of the Company, the Committee must satisfy the applicable opinion and disclosure requirements of Rule 10D- 1 and the Listing Standards; or - Recovery would likely cause an otherwise tax- qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U. S. C. 401 (a) (13) or 26 U. S. C. 411 (a) and regulations thereunder. VI. No Indemnification of Executive Officers Notwithstanding the terms of any indemnification or insurance policy or any contractual arrangement with any Executive Officer that may be interpreted to the contrary, the Company shall not indemnify any Executive Officer against the loss of any Erroneously Awarded Compensation, including any payment or reimbursement for **purposes** the cost of **reference only** third- party insurance purchased by any Executive Officer to fund potential clawback obligations under this Policy. VII. Administrator Indemnification The members of the Committee, and any other members of the Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and shall be fully indemnified by the Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit **or otherwise affect the meaning hereof. Section 7. 06 Reference to and Effect on the Existing Credit Agreement and the Other Loan Documents. As of the Seventh Amendment Effective Date, each reference in the**

Amended Credit Agreement to “ this Agreement, ” “ hereunder, ” “ hereof, ” “ herein, ” or words of like import, and each reference in the other Loan Documents to the “ Credit Agreement ” (including, without limitation, by means of words like “ thereunder, ” “ thereof ” and words of like import), shall mean and be a reference to the Amended Credit Agreement, and this Amendment and the Amended Credit Agreement shall be read together and construed as a single instrument. This Amendment shall constitute a Loan Document. This Amendment shall not constitute a novation of the Existing Credit Agreement or any other rights to indemnification of Loan Document. [Signature Pages Follow] IN WITNESS WHEREOF, the members-parties hereto have caused this Amendment to be duly executed by its respective authorized officer (s) as of the Committee-day and year first above written. By: Name: Title: [Signature Page to Seventh Amendment] as Administrative Agent By: _____ Name: Title: DEUTSCHE BANK SECURITIES INC., as a Sustainability Coordinator By: Name: Title: BNP PARIBAS., as a Sustainability Coordinator CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Sustainability Coordinator COÖPERATIEVE RABOBANK U. A., NEW YORK BRANCH, as a Sustainability Coordinator ING CAPITAL LLC, UNICREDIT BANK GMBH, as a Sustainability Coordinator LENDER SIGNATURE PAGE By executing a counterpart to this Amendment, the undersigned institution agrees to the terms of the Amendment and the Credit Agreement as amended thereby. Name of Institution:, as a Lender By: Name: Title: [For any Person requiring a second signature block:] EXHIBIT A AMENDED CREDIT AGREEMENT [See attached] EXHIBIT B SCHEDULE 2. 17 Sustainability Table KPI Metrics Baseline Annual Sustainability Targets & Thresholds Reference Year 2023 Reference Year 2024 Reference Year 2025 Reference Year 2026 Reference Year 2027 Greenhouse Gas Footprint (MT CO₂e) 1, 122, 207 ≤ 1, 066, 097 ≤ 1, 012, 792 ≤ 962, 152 ≤ 914, 045 Greenhouse Gas Footprint Target > 1, 100, 000 > 1, 075, 000 > 1, 030, 000 > 975, 000 Greenhouse Gas Footprint Threshold Total Recordable Incident Rate (TRIR) 0. 92 ≤ 0. 85 ≤ 0. 78 ≤ 0. 77 ≤ 0. 75 TRIR Target > 0. 90 > 0. 87 > 0. 82 > 0. 78 TRIR Threshold Total Water Usage (Megaliters) 8, 202 ≤ 8, 000 ≤ 7, 543 ≤ 7, 392 ≤ 7, 244 Total Water Usage Target > 8, 100 > 8, 000 > 7, 800 > 7, 500 Total Water Usage Threshold EXHIBIT C EXHIBIT 2. 17 TO AMENDED CREDIT AGREEMENT Exhibit 2. 17 Form of Sustainability Certificate Deutsche Bank AG New York Branch, as Administrative Agent Address: 1 Columbus Circle, New York, NY 10019 Email: Jason. Rotkowitz @ DB. com Tel: 212- 250- 4512 Attention: Jason Rotkowitz [DATE] Ladies and Gentlemen: Reference is made to that certain Amended and Restated Credit Agreement, dated as of April 7, 2017 (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of December 28, 2017, that certain Incremental Amendment No. 1, dated as of January 29, 2018, that certain Second Amendment to Amended and Restated Credit Agreement, First Amendment to the U. S. Guarantee Agreement and First Amendment to U. S. Indemnity, Subrogation and Contribution Agreement, dated as of March 23, 2018, that certain Incremental Amendment No. 2 and Third Amendment to Amended and Restated Credit Agreement, dated as of December 13, 2019, that certain Fourth Amendment to Amended and Restated Credit Agreement, dated as of October 4, 2021, that certain Incremental Amendment No. 3 and Fifth Amendment to Amended and Restated Credit Agreement, dated as of August 8, 2022, that certain Sixth Amendment to Amended and Restated Credit Agreement, dated as of June 28, 2024, that certain Seventh Amendment to Amended and Restated Credit Agreement, dated as of November 11, 2024, and as further amended, supplemented, amended and restated or otherwise modified from time to time, the Board “ Credit Agreement ”), by and among CROWN AMERICAS LLC, a Pennsylvania limited liability company, CROWN EUROPEAN HOLDINGS S. A., a corporation organized under the laws of France, each of the Subsidiary Borrowers party thereto, CROWN METAL PACKAGING CANADA LP, a limited partnership organized under the laws of the Province of Ontario, Canada, CROWN CORK & SEAL COMPANY, INC., a Pennsylvania corporation, Crown Holdings, and CROWN INTERNATIONAL HOLDINGS, INC., a Delaware corporation, the Lenders from time to time party thereto, DEUTSCHE BANK AG NEW YORK BRANCH, as the Administrative Agent, DEUTSCHE BANK AG, LONDON BRANCH, as U. K. administrative agent, and DEUTSCHE BANK AG, CANADA BRANCH, as Canadian administrative agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. This Sustainability Certificate (this “ Certificate ”) is furnished pursuant to Section 7. 7 (a) of the Credit Agreement. THE UNDERSIGNED HEREBY CERTIFIES SOLELY IN [HIS / HER] CAPACITY AS RESPONSIBLE OFFICER OF CROWN HOLDINGS AND NOT IN AN INDIVIDUAL CAPACITY (AND WITHOUT PERSONAL LIABILITY) THAT: (1. I am the duly elected Responsible Officer of Crown Holdings, and I am authorized to deliver this Certificate on behalf of Crown Holdings. (2. Attached as Annex A hereto are the calculations of KPI Metrics for the 20 [___] Reference Year, and evidences Crown Holdings’ qualification for [(x)] a Sustainability Rate Adjustment equal to [] [-] [___] % per annum and (y) a Sustainability Applicable Commitment Fee Adjustment, equal to [] [-] [___] % per annum. The Dollar LC Commission, Multicurrency LC Commission, Applicable Adjusted Term SOFR Margin, Applicable Base Rate Margin, Applicable Eurocurrency Margin, Applicable RFR Margin or Applicable Canadian Prime Rate Margin, as applicable law, will never be reduced or Company policy increased more than 0. 5 % per annum pursuant to the Sustainability Rate Adjustment. The Applicable Commitment Fee Percentage will never be reduced or increased more than 0. 01 % per annum pursuant to the Sustainability Applicable Commitment Fee Adjustment. (3. Attached as Annex B hereto is a true and complete review report of the Sustainability Metric Auditor confirming that the Sustainability Metric Auditor is not aware of any modifications that should be made to such computations in order for them to be presented in all material respects in conformity with the reporting criteria and ESG Standards. Very truly yours, By: _____ [Attached] \$ 800, 000, 000 Dollar Revolving Facility \$ 800, 000, 000 Multicurrency Revolving Facility \$ 50, 000, 000 Canadian Revolving Facility \$ 1, 800, 000, 000 Term Loan A Facility € 540, 000, 000 Term Euro Facility AMENDED AND RESTATED CREDIT AGREEMENT, Dated April 7, 2017, as amended by the First Amendment, dated as of

December 28, 2017, as further amended by Incremental Amendment No. 1, dated as of January 29, 2018, as further amended by the Second Amendment, dated as of March 23, 2018, as further amended by the Incremental Amendment No. 2 and Third Amendment, dated as of December 13, 2019 as further amended by the Fourth Amendment, dated as of October 4, 2021, as further amended by the Incremental Amendment No. 3 and Fifth Amendment, dated as of August 8, 2022, as further amended by the Sixth Amendment, dated as of June 28, 2024, as further amended by the Seventh Amendment, dated as of November 11, 2024, CROWN AMERICAS LLC, as a U. S. Borrower, CROWN EUROPEAN HOLDINGS S. A., as European Borrower, CROWN METAL PACKAGING CANADA LP, as Canadian Borrower, THE SUBSIDIARY BORROWERS NAMED HEREIN, CROWN HOLDINGS, INC., CROWN INTERNATIONAL HOLDINGS, INC. and CROWN CORK & SEAL COMPANY, INC., as Parent Guarantors, DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent DEUTSCHE BANK AG, LONDON BRANCH, as U. K. Administrative Agent DEUTSCHE BANK AG, CANADA BRANCH, as Canadian Administrative Agent BNP PARIBAS, as Joint Sustainability Coordinators, VARIOUS LENDING INSTITUTIONS Arranged by CITIBANK, N. A., BANCO SANTANDER, S. A., BOFA SECURITIES, INC., MIZUHO BANK, LTD. PNC CAPITAL MARKETS LLC UNICREDIT BANK AG TD SECURITIES (USA) LLC, THE BANK OF NOVA SCOTIA, WELLS FARGO SECURITIES, LLC, as Incremental Amendment No. 3 and Fifth Amendment Arrangers, CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, ING BANK N. V., DUBLIN BRANCH MUFG BANK, LTD., SUMITOMO MITSUI BANKING CORPORATION, COBANK, ACB, THE HUNTINGTON NATIONAL BANK, as Incremental Amendment No. 3 and Fifth Amendment Co- Documentation Agents

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2023 (the "Effective Date"). The terms of this Policy shall apply to any Incentive-Based Compensation that is received by Executive Officers on or after the Effective Date, even if such Incentive-Based Compensation was approved, awarded, granted or paid to Executive Officers prior to the Effective Date.

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Termination

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Conduct of Business

amend-- and Maintenance, modify, supplement, rescind or replace all or any portion of **Existence**

151 7. 5 Compliance this Policy at any time and from time to time in its discretion, and shall amend this Policy as it deems necessary to comply with applicable law or any rules or standards adopted by the Stock Exchange.

X. Other Recoupment Rights; Company Claims

The Board intends that this Policy shall be applied to the fullest extent of the law. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company under applicable law or pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company. Nothing contained in this Policy, and no recoupment or recovery as contemplated by this Policy, shall limit any claims, damages or other legal remedies the Company or any of its affiliates may have against an Executive Officer arising out of or resulting from any actions or omissions by the Executive Officer.

XI. Successors

This Policy shall be binding and enforceable against all Executive Officers and their beneficiaries, heirs, executors, administrators or other legal representatives.

XII. Governing Law

Laws; Venue This Policy and all rights and obligations hereunder are governed by and construed in accordance with the internal laws of the Commonwealth of

Pennsylvania, etc excluding any choice of law rules or principles that may direct the application of the laws of another jurisdiction. 151 All actions arising out of or relating to this Policy shall be heard and determined exclusively in the state courts of the Commonwealth of Pennsylvania in and for Bucks County or the federal courts of the Eastern District of Pennsylvania.
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