

BALL AEROSPACE & TECHNOLOGIES CORP
Form 424B5
November 15, 2010

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The information in this prospectus supplement is not complete and may be changed. This prospectus supplement and the accompanying prospectus are part of an effective registration statement filed with the Securities and Exchange Commission. This prospectus supplement and the accompanying prospectus are not an offer to sell these securities and are not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion
Preliminary Prospectus Supplement dated November 15, 2010

[PROSPECTUS SUPPLEMENT](#)

(To prospectus dated February 26, 2009)

\$400,000,000

Ball Corporation

% Senior Notes due 2021

Ball Corporation is offering \$400 million in aggregate principal amount of % Senior Notes due 2021. Ball Corporation will pay interest on the notes on and of each year, beginning , 2011. The notes will mature on , 2021. Ball Corporation may redeem some or all of the notes at any time on or after , 2015 at redemption prices described in this prospectus supplement and prior to such date at a "make-whole" redemption price. At any time prior to , 2013, Ball Corporation may also redeem up to 35% of the notes with the net cash proceeds it receives from certain equity offerings. If a change of control occurs as described in this prospectus supplement under the heading "Description of the Notes Repurchase at the Option of Holders Change of Control," Ball Corporation may be required to offer to purchase the notes from the holders.

The notes will be senior unsecured obligations of Ball Corporation and will rank equally in right of payment to all of Ball Corporation's existing and future senior unsecured indebtedness and senior in right of payment to all of Ball Corporation's future indebtedness, if any, that

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Prospectus

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document consists of two parts. The first part is this prospectus supplement, which describes the specific terms of our offering of the notes. The second part is the accompanying prospectus, which forms a part of the registration statement and provides more general information, some of which may not be applicable to this offering. This prospectus supplement and the accompanying prospectus include important information about us, the notes and other information you should know before investing in the notes. This prospectus supplement also adds, updates and changes information contained in the accompanying prospectus. If there is any inconsistency between the information in this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement. You will find additional information about us in the registration statement. Any statements made in this prospectus supplement or the accompanying prospectus concerning the provisions of legal documents are not necessarily complete and you should read the documents that are filed as exhibits to the registration statement or otherwise filed with the Securities and Exchange Commission (the "SEC") for a more complete understanding of the document or matter. Before investing in the notes, you should carefully read both this prospectus supplement and the accompanying prospectus, together with the additional information described under "Where You Can Find More Information" and "Incorporation of Certain Documents by Reference" in this prospectus supplement.

You should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus and in any term sheet we authorize that supplements this prospectus supplement. We have not, and the underwriters have not, authorized any other person to provide you with different information or make any representations other than those contained or incorporated by reference in this prospectus supplement. If anyone other than us provides you with different or inconsistent information, you should not rely on it. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus supplement and the accompanying prospectus and the documents incorporated by reference is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

WHERE YOU CAN FIND MORE INFORMATION

Ball files annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission, or the SEC. You can inspect and copy these reports, proxy statements and other information at the Public Reference Room of the SEC, 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. Ball's SEC filings will also be available to you on the SEC's website at <http://www.sec.gov> and through the New York Stock Exchange, 20 Broad Street, New York, NY 10005, on which Ball's common stock is listed.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows the "incorporation by reference" of the information filed by Ball with the SEC into this prospectus supplement, which means that important information can be disclosed to you by referring you to those documents. Any information incorporated by reference is an important part of this prospectus supplement, and any information that we file with the SEC and incorporate by reference herein subsequent to the date of this prospectus supplement will be deemed automatically to

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update and supersede this information. The documents listed below previously filed by Ball with the SEC are incorporated by reference herein:

Ball's Annual Report on Form 10-K for the fiscal year ended December 31, 2009;

Ball's definitive Proxy Statement for the 2010 Annual Meeting of Shareholders dated March 15, 2010;

Ball's Quarterly Reports on Form 10-Q for the quarterly periods ended March 28, 2010, June 27, 2010 and September 26, 2010; and

Ball's Current Reports on Form 8-K filed with the SEC on February 26, 2010, March 23, 2010, April 29, 2010 (with respect to Items 5.02, 5.03 and 9.01), April 30, 2010, June 21, 2010 and November 10, 2010.

Whenever, before the termination of the offering of the securities made under this prospectus supplement, we file reports or documents under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, those reports and documents will be deemed to be incorporated by reference into this prospectus supplement from the time they are filed. We do not incorporate by reference any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K in any future filings, unless specifically stated otherwise. Unless the context requires otherwise, all references to this prospectus supplement or the accompanying prospectus include the documents incorporated by reference in this prospectus supplement and the accompanying prospectus.

If you make a request for such information in writing or by telephone, we will provide you, without charge, a copy of any or all of the information incorporated by reference in this prospectus supplement or the accompanying prospectus. Any such request should be directed to:

Ball Corporation
10 Longs Peak Drive, P.O. Box 5000
Broomfield, Colorado 80021-2510
(303) 469-3131
Attention: General Counsel

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement contains, and the documents incorporated by reference herein may contain, forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Exchange Act. These forward-looking statements represent our goals and results could vary materially from those expressed or implied. Such forward-looking statements are subject to certain risks, uncertainties and assumptions that include, but are not limited to, expected earnings and cash flows, future growth and financial performance and the expected benefits and other benefits of the acquisitions described herein. Forward-looking statements typically can be identified by the use of words such as "will," "expect," "estimate," "anticipate," "forecast," "plan," "believe" and similar terms. Although we believe that our expectations are reasonable, we can give no assurance that these expectations will prove to have been correct, and actual results may vary materially.

Important factors that could cause actual results to differ materially from those discussed in the forward-looking statements are disclosed under "Risk Factors" in our Form 10-K for the fiscal year ended December 31, 2009 and in this prospectus supplement. Some of the factors that we believe could affect our results include, but are not limited to:

loss of one or more major customers or changes to contracts with one or more customers or fluctuation in customer or consumer growth, demand and preferences;

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successful or unsuccessful acquisitions, joint ventures or divestitures and the integration activities associated therewith, including the recent disposition of our plastics business and the recent Neuman Aluminum acquisition;

insufficient production capacity or overcapacity in foreign and domestic metal container industry production facilities and its impact on pricing;

changes in senior management;

the current global recession and its effects on liquidity, credit risk, asset values and the economy;

failure to achieve anticipated productivity improvements or production cost reductions, including those associated with capital expenditures;

availability and cost of gas and electric power, natural resources, raw materials and supplies, as well as the increases in steel, aluminum and energy costs, and the ability or inability to include or pass on to customers changes in raw material costs;

changes or competition in the pricing of the Company's products and services and the possible decrease in, or loss of, sales resulting therefrom;

insufficient or reduced cash flow, and interest rates affecting our debt;

the number and timing of the purchases of Ball Corporation's common shares;

regulatory action or federal and state legislation including mandated corporate governance, financial reporting laws and the Foreign Corrupt Practices Act;

the effects of other restrictive packaging legislation, such as recycling laws;

labor strikes, terrorist activity or war that disrupts the Company's production or supply;

increases and trends in various employee benefits and labor costs, including pension, medical and health care costs, as well as the rates of return projected and earned on assets and discount rates used to measure future obligations and expenses of the Company's defined benefit retirement plans;

antitrust, intellectual property, consumer and other litigation;

maintenance and capital expenditures;

goodwill impairment;

changes in generally accepted accounting principles or their interpretation;

the authorization, funding, availability and returns of contracts for the aerospace and technologies segment and delays, extensions and technical uncertainties, as well as schedules of performance associated with those contracts and related services provided thereunder;

international business and market risks such as the devaluation or revaluation of certain currencies and the activities of foreign subsidiaries in Europe and particularly in developing countries such as the PRC and Brazil;

changes in the foreign exchange rates of the U.S. dollar against the European euro, British pound, Polish zloty, Serbian dinar, Hong Kong dollar, Canadian dollar, Chinese renminbi, Brazilian real and Argentine peso, and in the foreign exchange rate of the European euro against the British pound, Polish zloty and Serbian dinar;

regulatory action or laws including tax, environmental, health and workplace safety, including in respect of climate change, or chemicals or substances used in raw materials or in the

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manufacturing process, particularly publicity concerning Bisphenol-A, or BPA, a chemical used in the manufacture of epoxy coatings applied to many types of containers (including certain of those produced by the Company);

changes to unaudited results due to statutory audits of our financial statements or management's evaluation of the Company's internal control over financial reporting; and

loss contingencies related to income and other tax matters, including those arising from audits performed by U.S. and foreign tax authorities.

We caution you that the foregoing list of important factors may not contain all of the material factors that are important to you. In light of these risks and uncertainties, the matters referred to in the forward-looking statements contained in this prospectus supplement and the accompanying prospectus may not in fact occur. Except as required by applicable law, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

MARKET AND INDUSTRY DATA

The market, industry or similar data presented herein are based upon estimates by our management, using various third party sources where available. While management believes that such estimates are reasonable and reliable, in certain cases such estimates cannot be verified by information available from independent sources. While we are not aware of any misstatements regarding any market, industry or similar data presented herein, such data involves risks and uncertainties and is subject to change based on various factors, including those discussed under the headings "Disclosure Regarding Forward-Looking Statements" and "Risk Factors" in this prospectus supplement.

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SUMMARY

This summary may not contain all the information that may be important to you. You should read this entire prospectus supplement, the accompanying prospectus and those documents incorporated by reference into this prospectus supplement and the accompanying prospectus, including the risk factors and the financial data and related notes, before making an investment decision. In this prospectus supplement and the accompanying prospectus, unless otherwise indicated or the context otherwise requires, references to "Ball Corporation" or "Ball" refer only to Ball Corporation and not to any of its subsidiaries, and references to the "Company," "we," "us," "our" and similar terms refer to Ball Corporation and its subsidiaries.

Our Company

We are one of the world's leading suppliers of metal packaging to the beverage, food and household products industries. We believe we are one of the largest manufacturers of metal beverage containers in the world and the largest in North America. Our packaging products are produced for a variety of end uses and are currently manufactured in plants around the world. We also provide aerospace and other technologies and services to governmental and commercial customers. We had net sales of \$6.7 billion and \$5.6 billion and EBITDA of \$896.9 million and \$780.0 million for the twelve and nine months ended December 31, 2009 and September 26, 2010, respectively.

During June 2010, the Company agreed to sell its plastics packaging, Americas, business to Amcor Limited. In August 2010, we completed the sale and received proceeds of \$280 million, including \$15 million of contingent consideration recognized at closing, subject to normal closing adjustments of approximately \$20 million. The sale of our plastics packaging business included five U.S. plants that manufacture polyethylene terephthalate (PET) bottles and preforms and polypropylene bottles, as well as associated customer contracts and other related assets. The summary historical financial information in this prospectus supplement for the prior years has been retrospectively adjusted to reflect the divestiture.

Our products include:

aluminum and steel beverage cans for carbonated soft drinks, beer, energy drinks and other beverages, of which in 2009 we produced approximately 31 billion recyclable beverage cans in North America, 2.7 billion cans in the People's Republic of China, or PRC (as well as 1.7 billion cans manufactured by two joint ventures), and 16 billion cans in Europe (excluding Russia), representing approximately 31 percent, 22 percent and 32 percent of total market shipments, respectively;

two- and three-piece steel food cans for packaging vegetables, fruit, soups, meat, seafood, pet food and other products, of which we produced more than 5.1 billion units in 2009 in North America, representing approximately 18 percent of total shipments;

aerosol cans, paint cans and custom and specialty containers, of which our production represented approximately 45 percent of total annual North American steel aerosol shipments in 2009; and

aerospace and other high technology products and services, including spacecraft, instruments and sensors, radio frequency and microwave technologies, data exploitation solutions and a variety of advanced aerospace technologies and products that enable deep space missions.

We sell our packaging products primarily to major beverage, food and household products companies, including SABMiller plc, PepsiCo Inc. and its affiliated bottlers, The Coca-Cola Company and its affiliated bottlers, Anheuser-Busch InBev n.v./s.a., MillerCoors LLC, Heineken N.V. and ConAgra Foods, Inc. We believe we have been able to develop long-term customer relationships by providing superior quality and customer service at competitive prices. Our preferred supplier status with our customers is evidenced by our large number of long-term supply contracts, our high customer retention and our numerous customer awards and recognitions. We estimate that in 2009 more than 70 percent of our sales were made pursuant to long-term contracts.

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Competitive Strengths

We believe that a number of factors contribute to our position as a premier supplier of packaging products, with multiple sources of earnings and cash flow. These factors include:

Significant Presence in Multiple Markets We are the largest manufacturer of metal beverage containers in North America. Our 2009 North American metal beverage container shipments of approximately 31 billion recyclable beverage cans represented approximately 31 percent of total U.S. and Canadian shipments. In addition, we are the second largest metal beverage container producer in Europe, where our 2009 shipments of 16 billion cans represented approximately 32 percent of total European shipments (excluding Russia). We are one of the largest beverage can producers in the PRC and participate in joint ventures in Brazil and the PRC. We also have a strong position in North American steel food container and aerosol can manufacturing, with an approximate 18 and 45 percent share, respectively, of shipments in 2009.

Diversified Sources of Cash Flow Our operations historically have generated significant cash flow. Our presence in multiple markets, including metal beverage cans, steel food and aerosol cans and high technology aerospace products, diversifies our potential sources of cash flow.

Low Cost Manufacturer with State-of-the-Art Facilities Modernization programs at many of our facilities over the past decade have increased productivity, reduced costs and improved product quality. For example, we have recently completed a project to upgrade and streamline our North American beverage can end manufacturing capabilities, a project that we expect will result in productivity gains and cost reductions. Our international packaging segment also operates modern, efficient beverage can plants, with expertise in both steel and aluminum can production. In addition, we have strategically positioned our production sites to provide among the most cost-efficient and effective global coverage of any beverage can manufacturer. Our facilities are located in close proximity to the major geographic regions we serve and are close to our major customers' filling operations in order to minimize transportation costs. Our four recently acquired metal beverage container facilities are among the most modern and efficient in North America.

Experienced Management We are led by an experienced management team with a proven track record of successfully integrating major acquisitions, increasing profitability and cash flow, expanding our customer base, implementing state-of-the-art manufacturing process technology, improving operating efficiencies, introducing product innovations and entering new markets and businesses. Our top ten senior executives average over 20 years of experience in the packaging industry.

High Quality Products and Service We believe that the quality of our products and our customer service is among the highest in the industry, as indicated by the number of quality awards we have earned. For example, Ball Corporation was the co-winner of the Ceres and the Association of Chartered Certified Accountants' (ACCA) Best First Time Reporter Award for sustainability reporting in the 2009 Ceres-ACCA North American Sustainability Awards and received the 2009 International Metal Decorators Association Award of Excellence for Two-Piece Container for its Sunshine Wheat beverage cans, using the Eyeris technology. Ball Corporation has received the Abbott Supplier Excellence Award for four consecutive years, and Ball Packaging Europe received the 2008 "Supplier of the Year Award" from Coca-Cola Enterprises. Outside of packaging, Ball's aerospace business received a NASA Public Service Group Achievement Award for its work on the Spitzer Space Telescope (2009) and NASA's Goddard Space Flight Center Contractor of the Year Award in May 2008, and Ball's Hubble Space Telescope team was awarded a NASA Group

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Achievement Award for the Advanced Camera For Surveys (ACS) recovery (2008). We continually strive to improve the quality of our products and production processes through rigorous quality systems, comprehensive employee training and tight control of our manufacturing processes.

Technological Leadership We have extensive experience in improving productivity and designing innovative products. In particular, we have successfully increased manufacturing efficiencies and lowered unit costs through internally-developed equipment enhancements. We also have made numerous patented advancements in can and can end manufacturing techniques. Our North American packaging research and development activities are primarily conducted in the Ball Technology & Innovation Center located near Denver, Colorado, and we perform our European research and development activities at our modern technical center in Bonn, Germany. Current research and development efforts include the development of new sizes and types of metal containers as well as new uses for the current containers. Our innovation efforts continue to build momentum and play an important role in keeping us close to our customers. Over the last three years we have launched over 20 new products that have resulted in approximately 5 billion new or enhanced units in the marketplace.

Business Strategy

Over the past several years, we have pursued a strategy of: (1) consolidating and growing through acquisitions, strategic alliances or other means in order to improve the competitive positioning and profitability of our existing businesses; (2) rationalizing and restructuring those businesses which faced overcapacity and/or insufficient levels of profitability and cash flow; and (3) operating our businesses to maximize returns on capital, profitability and cash flow.

To maintain our status as a premier, low-cost manufacturer of packaging products and expand our world-class niche aerospace business, we will continue to pursue several strategic initiatives, including:

Pursue Selected Growth Opportunities A component of our growth strategy has been, and will continue to be, to enter into strategic alliances and make acquisitions that complement our existing businesses, improve our competitive positioning, diversify our customer base, expand our product offering and leverage our existing distribution and logistics channels. Our investments are driven by improving return on invested capital, being accretive to our long-term growth, enhancing economic value, and increasing operating cash flow. Over the past several years, we have entered into strategic alliances and completed several acquisitions, including the four metal beverage container facilities and associated contracts recently acquired in the United States, and intend to continue to pursue such opportunities in the future.

Leverage Relationships with Existing Customers We have long-term relationships with leading domestic and international beverage and food manufacturers and are continually seeking to expand our business with these customers and their affiliates. These customer relationships are maintained and expanded through our continued delivery of low-cost quality products, superior customer service, innovation in design, efficient distribution through the use of strategically located facilities and the supply of products under multi-year supply contracts.

Maintain Low Cost Position We will continue to pursue opportunities to strengthen our low-cost position in the metal beverage can business, as well as opportunities to lower costs in steel food and aerosol cans. Our strategy is to reduce costs and increase operating efficiencies through: (1) investments in productivity-enhancing machinery and equipment;

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(2) development and implementation of proprietary process technology; (3) reductions in the material content of containers; (4) improved utilization of capacity, equipment and personnel; and (5) economies of scale in purchasing.

Enhance Technological Leadership We will continue to make research and development an important element of our competitive advantage and strategy, both in designing new products and in improving production efficiency and productivity. We plan to continue to work actively with customers to improve existing products and to design new packaging features. We also intend to leverage our design and engineering capabilities to develop value-added packaging and aerospace products, and to create more cost-effective manufacturing systems and materials that contribute to improvements in quality and operating efficiency.

Pursue Operational Improvements and Product Innovation We are converting selected manufacturing lines in Europe and North America from the production of standard size commodity beverage cans to the production of specialty cans as our customers' needs for new sizes and styles of beverage cans continue to grow.

Capitalize on Ball Aerospace & Technologies Corp.'s World-Class Capabilities We intend to continue to focus on our core strengths in the defense market and the commercial space market and take advantage of growth opportunities related to our services and tactical components.

Industry Overview

We operate in the packaging industry, which consists of metal, glass, plastic and paper-based products in the form of cans, bottles, cartons, boxes, closures and flexible packages for a variety of end uses, including food and beverage, consumer products, personal care, pharmaceutical and medical, household and food service, among others. According to industry sources, the global packaging industry had estimated revenues in 2009 of approximately \$429 billion. The industry is global with companies of various sizes operating primarily on a local/regional basis as it is generally not economic to transport unfilled containers long distances. We hold leading positions in two of the industry's largest, more mature markets in North America and Europe that are expected to exhibit stable to moderate growth. Worldwide shipments of metal beverage cans exceeded 245 billion units in 2009. The North American beverage can industry is the largest with more than 100 billion cans shipped in 2009, followed by Europe (excluding Russia) with more than 47 billion cans. Shipments of steel food cans and aerosol cans in the U.S. and Canada are approximately 31 and 3 billion cans annually, respectively.

Recent Developments

Our existing credit facilities are scheduled to expire in October 2011. We are currently seeking commitments to replace our existing credit facilities, but no assurance can be made as to the terms and conditions on which such commitments will be obtained or that a replacement credit facility will close on terms acceptable to us or at all. Such replacement credit facility, if consummated, will be on market terms and conditions, which may be less favorable terms and conditions than those contained in our existing credit facilities. This offering is not conditioned upon the replacement of our existing credit facilities. See "Description of Other Indebtedness Existing Credit Facilities."

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The Offering

The following is a brief summary of certain terms of this offering. For a more complete description of the terms of the notes, see "Description of Notes" in this prospectus supplement.

Issuer	Ball Corporation.
Notes Offered	\$400 million in aggregate principal amount of notes.
Maturity Date	, 2021.
Interest Rate and Interest Payment Dates	% per annum, payable semiannually in arrears in cash on and of each year, beginning , 2011.
Guarantees	<p>Ball Corporation's operations are conducted through its subsidiaries. Ball Corporation's payment obligations under the notes will be fully and unconditionally guaranteed by certain of Ball Corporation's existing and future domestic restricted subsidiaries that are guarantors of Ball Corporation's other indebtedness. The notes will not be guaranteed by any of Ball Corporation's foreign subsidiaries.</p> <p>Retrospectively adjusting for the divestiture of our plastics packaging, Americas, business, the non-guarantor subsidiaries generated 32 and 31 percent of our net sales for the year ended December 31, 2009 and the nine months ended September 26, 2010, respectively, and held 46 and 58 percent of our assets as of December 31, 2009 and September 26, 2010, respectively. See "Risk Factors Risks Related to the Notes The notes will be structurally subordinated to all existing and future liabilities of our subsidiaries that do not guarantee the notes."</p>
Change of Control	In the event of a Change of Control, as defined herein, the holders may require Ball Corporation to purchase for cash all or a portion of their notes at a purchase price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest, if any. See "Description of Notes Repurchase at the Option of Holders Change of Control."
Ranking	<p>The notes will be senior unsecured obligations of Ball Corporation and will rank:</p> <p>equally in right of payment to all of Ball Corporation's existing and future senior unsecured indebtedness and other liabilities, including trade payables and our outstanding 7¹/₈% Senior Notes due 2016 (the "2016 notes"), our outstanding 6⁵/₈% Senior Notes due 2018 (the "2018 notes"), our outstanding 7³/₈% Senior Notes due 2019 (the "2019 notes") and our outstanding 6³/₄% Senior Notes due 2020 (the "2020 notes, and together with the 2016 notes, the 2018 notes and the 2019 notes, the "existing senior notes"); and</p>

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senior in right of payment to all of Ball Corporation's future indebtedness, if any, that expressly provides for its subordination to the notes.

The subsidiary guarantee of each subsidiary guarantor will be such subsidiary guarantor's senior unsecured obligation and will rank:

equally in right of payment to all of such subsidiary guarantor's existing and future senior unsecured debt and other liabilities, including trade payables; and

senior in right of payment to all of such subsidiary guarantor's future debt, if any, that expressly provides for its subordination to such subsidiary guarantor's subsidiary guarantee.

The notes will be effectively subordinated to any secured debt of Ball Corporation, including borrowings under Ball Corporation's senior secured credit facilities, to the extent of the value of the assets securing that indebtedness. The notes will also be structurally subordinated to all existing and future indebtedness and other liabilities, including trade payables, of Ball Corporation's subsidiaries that are not subsidiary guarantors.

As of September 26, 2010, on an as adjusted basis, after giving effect to this offering and the repayment of our Term D loan facility as described in "Use of Proceeds":

Ball Corporation and its subsidiaries would have had approximately \$2,680.4 million in aggregate principal amount of outstanding long-term debt on a consolidated basis, of which approximately \$452.0 million would have been secured and an additional \$659.0 million would have been available for borrowing on a secured basis under Ball Corporation's committed credit facilities, and of which \$148.9 million was associated with the consolidation of Latapack-Ball and was not guaranteed by Ball Corporation;

approximately \$1,650.0 million in aggregate principal amount of Ball Corporation's and its subsidiary guarantors' outstanding debt would have consisted of the existing senior notes; and

Ball Corporation's subsidiaries that are non-guarantors would have had approximately \$1,782.9 million in liabilities, excluding intercompany liabilities but including trade payables and \$148.9 million associated with the consolidation of Latapack-Ball, which was not guaranteed by Ball Corporation.

See "Risk Factors Risks Related to the Notes The notes will be structurally subordinated to all existing and future liabilities of our subsidiaries that do not guarantee the notes."

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Optional Redemption

Prior to _____, 2013, we may redeem up to 35% of the aggregate principal amount of the notes issued under the indenture (as defined below) with the net proceeds of certain equity offerings, provided at least 65% of the aggregate principal amount of the notes issued under the indenture remains outstanding after the redemption.

We may redeem some or all of the notes at any time prior to _____, 2015, at a price equal to 100% of the principal amount of notes redeemed plus accrued and unpaid interest to the redemption date and a make whole premium. On or after _____, 2015, we may redeem some or all of the notes at any time at the redemption prices described in the section "Description of Notes - Optional Redemption."

Certain Covenants

Ball Corporation will issue the notes under a fifth supplemental indenture (together with the indenture dated March 27, 2006, the "indenture") among Ball Corporation, the subsidiary guarantors and the trustee. The indenture, among other things, will limit Ball Corporation's and its restricted subsidiaries' ability to:

- incur additional debt and issue preferred stock;
- pay dividends or make other restricted payments;
- make certain investments;
- create liens;
- allow restrictions on the ability of certain of our subsidiaries to pay dividends or make other payments to us;
- sell assets;
- enter into sale and leaseback transactions;
- merge or consolidate with other entities; and
- enter into transactions with affiliates.

Each of the covenants is subject to a number of important exceptions and qualifications. Certain of these covenants will no longer be applicable if and when the notes, on any date, are rated investment grade by any two of Moody's, S&P and Fitch. See "Description of Notes - Certain Covenants - Changes in Covenants when Notes Rated Investment Grade."

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Use of Proceeds	We estimate that the net proceeds from this offering will be approximately \$393.5 million after deducting underwriting discounts and commissions and estimated expenses related to this offering. We intend to use the net proceeds from this offering to repay the borrowings under our U.S. dollar denominated secured term loan facility, referred to as the Term D loan facility, and for general corporate purposes, which may include potential investments in strategic alliances and acquisitions, the refinancing or repayment of debt, working capital, share repurchases or capital expenditures.
DTC Eligibility	The notes will be issued in fully registered book-entry form and will be represented by permanent global notes without coupons. Global notes will be deposited with a custodian for and registered in the name of a nominee of DTC, in New York, New York. Investors may elect to hold interests in the global notes through DTC and its direct or indirect participants as described in the accompanying prospectus under "Description of Notes Book-Entry, Delivery and Form."
Form and Denomination	The notes will be issued in minimum denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof.
Risk Factors	See "Risk Factors" beginning on page S-12 and other information included or incorporated by reference in this prospectus supplement for a discussion of the factors you should carefully consider before deciding to invest in the notes.
Conflicts of Interest	Certain of the underwriters and their affiliates perform various financial advisory, investment banking and commercial banking services from time to time for us and our affiliates, for which they have received or may receive customary fees. A portion of the net proceeds from this offering will be used to repay, among other lenders, certain of the underwriters or their affiliates who are lenders under our Term D loan facility. See "Use of Proceeds." This offering is being made in accordance with National Association of Securities Dealers, or NASD, Rule 2720 and Financial Industry Regulatory Authority, or FINRA, Rule 5110. See "Underwriting (Conflicts of Interest)."

Corporate Information

Our principal executive office is located at 10 Longs Peak Drive, Broomfield, Colorado 80021-2510 and our telephone number is (303) 469-3131. We also maintain a website at www.ball.com. The information on our website is not part of this prospectus supplement unless such information is specifically incorporated herein.

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Summary Historical Financial Data

The following table sets forth the unaudited selected historical consolidated financial data for the Company as retrospectively adjusted for the divestiture of the plastics packaging, Americas, segment (the "plastics segment"). The unaudited selected historical consolidated financial data as of December 31, 2009 and 2008 and for each of the three years in the period ended December 31, 2009 have been derived from the Company's accounting records and adjusted to reflect the divestiture of the plastics segment. The unaudited selected historical consolidated financial data as of December 31, 2007, 2006 and 2005 and for each of the years ended December 31, 2006 and 2005 have been adjusted for the divestiture of the plastics segment and to reflect the adoption of guidance related to the accounting and reporting for the noncontrolling interest in a subsidiary. Historical data as of and for each of the nine months ended September 26, 2010 and September 27, 2009 have been derived from the Company's unaudited consolidated financial data. In connection with the filing of our Annual Report on Form 10-K in respect of our fiscal year 2010, we will restate our historical consolidated financial statements presented in the Annual Report on Form 10-K as of and through December 31, 2009 to reflect the divestiture of the plastics segment and the adoption of the guidance referred to above. The following data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical consolidated financial statements and the related notes all contained in our Annual Report on Form 10-K filed with the SEC on February 25, 2010, and our Quarterly Report on Form 10-Q filed with the SEC on November 4, 2010, which are incorporated by reference into this prospectus supplement and the accompanying prospectus.

During June 2010, the Company agreed to sell its plastics segment to Amcor Limited. In August 2010, we completed the sale and received proceeds of \$280 million, including \$15 million of contingent consideration recognized at closing, subject to normal closing adjustments of approximately \$20 million. The sale of our plastics packaging business included five U.S. plants that manufacture polyethylene terephthalate (PET) bottles and preforms and polypropylene bottles, as well as associated customer contracts and other related assets.

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	Year Ended December 31,					Nine Months Ended	
	2005	2006	2007	2008	2009	September 27, 2009	September 26, 2010
(dollars in millions)							
Statement of Earnings Data:							
Total net sales	\$ 5,263.7	\$ 5,927.9	\$ 6,637.3	\$ 6,826.1	\$ 6,710.4	\$ 4,982.8	\$ 5,634.8
Cost of sales(1)	4,384.4	4,943.5	5,575.9	5,699.5	5,517.9	4,082.0	4,614.7
Depreciation and amortization	177.4	207.2	230.6	249.9	243.1	174.3	192.2
Selling, general and administrative	218.7	268.3	303.1	259.4	309.7	225.1	249.9
Business consolidation and other activities	24.9	35.5	44.2	36.7	20.7	22.3	(9.8)
Gain on sales of investments					(34.8)	(34.8)	
Property insurance gain		(75.5)					
Earnings before interest and taxes	\$ 458.3	\$ 548.9	\$ 483.5	\$ 580.6	\$ 653.8	\$ 513.9	\$ 587.8
Net earnings from continuing operations	\$ 258.8	\$ 308.8	\$ 262.0	\$ 315.3	\$ 390.6	\$ 310.8	\$ 449.3
Discontinued operations, net of tax	14.1	21.2	19.7	4.6	(2.2)	(3.9)	(73.4)
Net earnings	\$ 272.9	\$ 330.0	\$ 281.7	\$ 319.9	\$ 388.4	\$ 306.9	\$ 375.9
Net earnings attributable to Ball Corporation:							
Continuing operations	\$ 258.0	\$ 308.4	\$ 261.6	\$ 314.9	\$ 390.1	\$ 310.4	\$ 449.2
Discontinued operations	14.1	21.2	19.7	4.6	(2.2)	(3.9)	(73.4)
Total net earnings attributable to Ball Corporation	\$ 272.1	\$ 329.6	\$ 281.3	\$ 319.5	\$ 387.9	\$ 306.5	\$ 375.8
Earnings per share (EPS):							
Basic EPS from continuing operations	\$ 2.39	\$ 2.98	\$ 2.59	\$ 3.28	\$ 4.16	\$ 3.31	\$ 4.90
Basic EPS from discontinued operations	0.13	0.21	0.19	0.05	(0.02)	(0.04)	(0.80)
Total basic EPS	\$ 2.52	\$ 3.19	\$ 2.78	\$ 3.33	\$ 4.14	\$ 3.27	\$ 4.10
Diluted EPS from continuing operations	\$ 2.35	\$ 2.94	\$ 2.55	\$ 3.24	\$ 4.10	\$ 3.27	\$ 4.84
Diluted EPS from discontinued operations	0.13	0.20	0.19	0.05	(0.02)	(0.04)	(0.79)

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Total diluted EPS	\$ 2.48	\$ 3.14	\$ 2.74	\$ 3.29	\$ 4.08	\$ 3.23	\$ 4.05
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Other Data:

EBITDA(2)(3)	\$ 635.7	\$ 756.1	\$ 714.1	\$ 830.5	\$ 896.9	\$ 688.2	\$ 780.0
EBITDA margin	12.1%	12.8%	10.8%	12.2%	13.4%	13.8%	13.8%
Interest expense(4)	\$ 116.4	\$ 134.4	\$ 149.4	\$ 137.7	\$ 117.2	\$ 79.4	\$ 114.8
Cash flow from operations, including discontinued operations	558.8	401.4	673.0	627.6	559.7	6.1	371.4
Cash flow from investing activities, including discontinued operations	(290.0)	(993.4)	(265.8)	(418.0)	(581.4)	(17.9)	5.8
Cash flow from financing activities	(410.7)	680.2	(412.4)	(205.5)	100.8	300.2	(416.6)
Capital expenditures, including discontinued operations(5)	(291.7)	(279.6)	(308.5)	(306.9)	(187.1)	(141.3)	(140.3)
Cash dividends per common share	0.40	0.40	0.40	0.40	0.40	0.30	0.30
Ratio of earnings to fixed charges	3.4x	3.5x	2.9x	3.7x	4.8x	5.4x	4.6x

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	As of							
	As of December 31,					September 27, September 26,		
	2005	2006	2007	2008	2009	2009	2010	
	(dollars in millions)							
Balance Sheet Data:								
Cash and cash equivalents	\$ 61.0	\$ 151.5	\$ 151.6	\$ 127.4	\$ 210.6	\$ 418.1	\$ 168.7	
Working capital, excluding assets and liabilities held for sale	75.7	263.9	268.4	262.6	468.8	1,105.0	422.8	
Total assets	4,361.5	5,840.9	6,020.6	6,368.7	6,488.3	6,792.1	6,979.1	
Total debt and capital lease obligations, including current maturities	1,589.7	2,451.7	2,358.6	2,410.1	2,596.2	2,758.8	2,647.3	
Ball Corporation shareholders' equity	853.4	1,165.4	1,342.5	1,085.8	1,581.3	1,477.4	1,605.8	
Total shareholders' equity	858.8	1,166.4	1,343.6	1,087.3	1,583.0	1,479.1	1,740.4	

(1) Excludes depreciation expense.

(2) EBITDA represents earnings before interest, taxes, depreciation and amortization and excludes discontinued operations. We present EBITDA because we consider it an important supplemental measure of our financial performance and our management believes it is frequently used by securities analysts, investors and other interested parties in the evaluation of companies' financial performance in our industry. EBITDA is a non-U.S. GAAP measure and should not be considered an alternative to net earnings as an indicator of our operating performance. Non-U.S. GAAP measures should not be considered in isolation and should not be considered superior to, or a substitute for, financial measures calculated in accordance with U.S. GAAP. A reconciliation of EBITDA to net earnings attributable to Ball Corporation follows:

	Nine Months Ended							
	Year Ended December 31,					September 27, September 26,		
	2005	2006	2007	2008	2009	2009	2010	
	(dollars in millions)							
EBITDA	\$ 635.7	\$ 756.1	\$ 714.1	\$ 830.5	\$ 896.9	\$ 688.2	\$ 780.0	
Depreciation and amortization	(177.4)	(207.2)	(230.6)	(249.9)	(243.1)	(174.3)	(192.2)	
Earnings before interest and taxes	458.3	548.9	483.5	580.6	653.8	513.9	587.8	
Interest expense	(116.4)	(134.4)	(149.4)	(137.7)	(117.2)	(79.4)	(114.8)	
Earnings before taxes	341.9	414.5	334.1	442.9	536.6	434.5	473.0	
Tax provision	(98.6)	(120.4)	(85.0)	(142.1)	(159.8)	(131.7)	(142.2)	
Equity in results of affiliates, net of tax	15.5	14.7	12.9	14.5	13.8	8.0	118.5	
Net earnings from continuing operations	258.8	308.8	262.0	315.3	390.6	310.8	449.3	
Discontinued operations, net of tax	14.1	21.2	19.7	4.6	(2.2)	(3.9)	(73.4)	
Net earnings	272.9	330.0	281.7	319.9	388.4	306.9	375.9	
Less net earnings attributable to noncontrolling interests	(0.8)	(0.4)	(0.4)	(0.4)	(0.5)	(0.4)	(0.1)	
Net earnings attributable to Ball Corporation	\$ 272.1	\$ 329.6	\$ 281.3	\$ 319.5	\$ 387.9	\$ 306.5	\$ 375.8	

(3) EBITDA was impacted by net business consolidation and other activity (costs) gains, including gains on property insurance and sales of investments, of \$(24.9) million, \$40.0 million, \$(44.2) million, \$(36.7) million and \$13.4 million for the years ended December 31, 2005, 2006, 2007, 2008 and 2009, respectively; and \$12.5 million and \$9.8 million for the first nine months of 2009 and 2010, respectively.

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- (4) Interest expense includes debt refinancing costs of \$19.3 million for the year ended December 31, 2005, and \$8.1 million for the nine months ended September 26, 2010.
- (5) Amounts in 2007 and 2006 do not include the offsets of \$48.6 million and \$61.3 million, respectively, of insurance proceeds received to replace the fire-damaged assets in our Hassloch, Germany, plant.

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RISK FACTORS

You should carefully consider the following risk factors and the risk factors and assumptions related to our business identified or described in our most recent Annual Report on Form 10-K, including Exhibit 99.2 thereto, and all other information contained or incorporated by reference into this prospectus supplement and the accompanying prospectus before investing in the notes. The risks described below or incorporated by reference herein are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business operations. The occurrence of any one or more of the following could materially adversely affect our business, financial condition or results of operations. In such case, you may lose all or part of your original investment.

Risks Related to the Notes

Our significant debt could adversely affect our financial health and prevent us from fulfilling our obligations under the notes.

We have now and, after this offering, will continue to have a significant amount of debt. On September 26, 2010, on an as adjusted basis, after giving effect to this offering and the repayment of our Term D loan facility as described in "Use of Proceeds," we would have had total long-term debt of \$2,680.4 (of which \$400 million would have consisted of the notes, \$452.0 million would have consisted of borrowings under our credit facilities, \$1,650.0 million would have consisted of our existing senior notes and \$178.4 million would have consisted of other debt, including \$148.9 million associated with the consolidation of Latapack-Ball and not guaranteed by Ball Corporation) and approximately \$659.0 million available for additional borrowings under our revolving credit facilities. Our high level of debt could have important consequences, including the following:

use of a large portion of our cash flow to pay principal and interest on our notes, our credit facilities and our other debt, which will reduce the availability of our cash flow to fund working capital, capital expenditures, research and development expenditures and other business activities;

increase our vulnerability to general adverse economic and industry conditions;

limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;

restrict us from making strategic acquisitions or exploiting business opportunities;

place us at a competitive disadvantage compared to our competitors that have less debt;

limit our ability to make capital expenditures in order to maintain our manufacturing plants in good working order and repair; and

limit, along with the financial and other restrictive covenants in our debt, among other things, our ability to borrow additional funds, dispose of assets or pay cash dividends.

In addition, a substantial portion of our debt bears interest at variable rates. If market interest rates increase, variable-rate debt will create higher debt service requirements, which would adversely affect our cash flow. While we sometimes enter into agreements limiting our exposure, any such agreements may not offer complete protection from this risk.

We will require a significant amount of cash to service our debt. Our ability to generate cash depends on many factors beyond our control.

Our ability to make payments on and to refinance our debt, including the notes, and to fund planned capital expenditures and research and development efforts, will depend on our ability to

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generate cash in the future. This is subject to general economic, financial, competitive, legislative, regulatory and other factors that may be beyond our control.

Based on our current operations, we believe our cash flow from operations, available cash and available borrowings under our credit facilities will be adequate to meet our future liquidity needs for the next several years barring any unforeseen circumstances which are beyond our control.

We cannot assure you, however, that our business will generate sufficient cash flow from operations or that future borrowings will be available to us under our credit facilities or otherwise in an amount sufficient to enable us to pay our debt, including the notes, or to fund our other liquidity needs. We may need to refinance all or a portion of our debt, including the notes, on or before maturity. We cannot assure you that we will be able to refinance any of our debt, including our credit facilities, the existing senior notes or the notes, on commercially reasonable terms or at all.

Despite our current significant level of debt, we may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial debt.

We may be able to incur substantial additional debt in the future. Although our credit facilities contain, the indentures governing our existing senior notes contains, and the indenture governing the notes will contain, restrictions on the incurrence of additional debt, these restrictions are subject to a number of qualifications and exceptions and, under certain circumstances, debt incurred in compliance with these restrictions could be substantial. If new debt is added to our current debt levels, the substantial risks described above would intensify.

The notes and the subsidiary guarantees will be unsecured and effectively subordinated to our existing and future secured debt.

Holders of our secured debt will have claims that are prior to your claims as holders of the notes to the extent of the value of the assets securing the secured debt. Notably, Ball Corporation and the subsidiary guarantors are parties to our credit facilities, which are secured by liens on the stock of substantially all of the subsidiaries of Ball Corporation and the subsidiary guarantors. The notes will be effectively subordinated to all secured debt to the extent of the value of the collateral. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation, reorganization or other bankruptcy proceeding, holders of secured debt will have prior claim to those of our assets that constitute their collateral. Holders of the notes will participate ratably with all holders of our unsecured debt that is deemed to be of the same class as the notes, and potentially with all of our other general creditors, based upon the respective amounts owed to each holder or creditor, in our remaining assets. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the notes. As a result, holders of notes may receive less, ratably, than holders of secured debt.

As of September 26, 2010, the aggregate amount of our secured debt was approximately \$752.0 million, and approximately \$659.0 million was available for additional borrowings under our committed credit facilities. We may be permitted to borrow substantial additional debt, including secured debt, in the future under the terms of the indenture governing the notes.

The notes will be structurally subordinated to all existing and future liabilities of our subsidiaries that do not guarantee the notes.

The notes will be structurally subordinated to all existing and future liabilities, including trade payables, of our subsidiaries that do not guarantee the notes, and the claims of creditors of those subsidiaries, including trade creditors, will have priority as to the assets and cash flows of those subsidiaries. In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding of any of the non-guarantor subsidiaries, holders of their liabilities, including their trade creditors, will

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generally be entitled to payment on their claims from assets of those subsidiaries before any assets are made available for distribution to us. None of our foreign subsidiaries will guarantee the notes and certain of our domestic subsidiaries will not guarantee the notes. As of September 26, 2010, on an as adjusted basis, after giving effect to this offering and the repayment of our Term D loan facility as described in "Use of Proceeds," our non-guarantor subsidiaries would have had \$1,782.9 million of outstanding liabilities, excluding intercompany liabilities but including trade payables and \$148.9 million associated with the consolidation of Latapack-Ball, which was not guaranteed by Ball Corporation. Under some circumstances, the terms of the notes will permit Ball Corporation and the guarantor subsidiaries to incur additional debt. In addition, and retrospectively adjusting for the divestiture of our plastics packaging, Americas, business, the non-guarantor subsidiaries generated 32 and 31 percent of our net sales and 41 and 42 percent of our EBITDA for the year ended December 31, 2009 and the nine months ended September 26, 2010, respectively, and held 46 and 58 percent of our assets as of December 31, 2009 and September 26, 2010, respectively.

The terms of our debt impose, or will impose, restrictions on us that may affect our ability to successfully operate our business and our ability to make payments on the notes.

The indentures governing our existing senior notes contain, and the indenture governing the notes will contain, covenants that, among other things, limit our ability to:

incur additional debt and issue preferred stock;

pay dividends or make other restricted payments;

make certain investments;

create liens;

allow restrictions on the ability of certain of our subsidiaries to pay dividends or make other payments to us;

sell assets;

enter into sale and leaseback transactions;

merge or consolidate with other entities; and

enter into transactions with affiliates.

These covenants could materially and adversely affect our ability to finance our future operations or capital needs and to engage in other business activities that may be in our best interest.

All of these covenants may restrict our ability to expand or to pursue our business strategies. Our ability to comply with these covenants may be affected by events beyond our control, such as prevailing economic conditions and changes in regulations, and if such events occur, we cannot be sure that we will be able to comply. A breach of these covenants could result in a default under the indenture governing the notes. If there were an event of default under the indenture for the notes, holders of such defaulted notes could cause all amounts borrowed under the notes to be due and payable immediately.

We may not be able to service the notes because of our operational structure.

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The notes are obligations solely of Ball Corporation, and each subsidiary guarantee is the obligation solely of the applicable guarantor. Ball Corporation, the issuer of the notes, is a holding company and, as such, its operations are conducted through its subsidiaries. Ball Corporation's subsidiaries are its primary source of income and it relies on that income to make payments on debt. However, Ball Corporation's subsidiaries are separate and distinct legal entities.

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Except for the subsidiary guarantees given by the subsidiary guarantors, holders of the notes cannot demand repayment of the notes from Ball Corporation's subsidiaries because the notes are not obligations of non-guarantor subsidiaries. Therefore, although Ball Corporation's operating subsidiaries may have cash, Ball Corporation may not be able to make payments on its debt. In addition, the non-guarantor subsidiaries are not obligated to make distributions to Ball Corporation. The ability of Ball Corporation's subsidiaries to make payments to Ball Corporation will also be affected by their own operating results and will be subject to applicable laws and contractual restrictions contained in the instruments governing any debt or leases of such subsidiaries. Although the indentures governing the existing senior notes limit, and the indenture governing the notes will limit, the ability of such subsidiaries to enter into any consensual restrictions on their ability to pay dividends and other payments to us, such limitations will be subject to a number of significant qualifications.

If the notes are rated investment grade on any date following the date of the supplemental indenture relating to the notes by at least two of Moody's, S&P and Fitch, certain covenants contained in the indenture will no longer be applicable to the notes, and the holders of the notes will lose the protection of these covenants.

The indenture contains certain covenants that will no longer be applicable to the notes if, on any date following the date of the supplemental indenture relating to the notes, the notes are rated investment grade by at least two of Moody's, S&P and Fitch and no default or event of default has occurred. See "Description of Notes Certain Covenants Changes in Covenants when Notes Rated Investment Grade." These covenants restrict, among other things, our ability to pay dividends, incur additional debt and enter into certain types of transactions. Because we would not be subject to these restrictions if the notes are rated investment grade by at least two of the rating agencies, we would be able to make dividends and distributions, incur substantial additional debt and enter into certain types of transactions. If the notes lose the protection of these covenants, the covenants will never be reinstated thereafter, regardless of any subsequent changes in the rating of the notes.

We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture governing the notes.

Upon certain events constituting a change of control, as that term is defined in the indenture governing the notes, including a change of control caused by an unsolicited third party, we will be required to make an offer in cash to repurchase all or any part of each holder's notes at a price equal to 101% of the principal thereof, plus accrued interest. The source of funds for any such repurchase would be our available cash or cash generated from operations or other sources, including borrowings, sales of equity or funds provided by a new controlling person or entity. We cannot assure you that sufficient funds will be available at the time of any change of control event to repurchase all tendered notes pursuant to this requirement. Our failure to offer to repurchase notes, or to repurchase notes tendered, following a change of control will result in a default under the indenture governing the notes, which could lead to a cross-default under our credit facilities and under the terms of our other debt. In addition, our credit facilities would either prohibit or effectively prohibit us from making any such required repurchases. Prior to repurchasing the notes on a change of control event, we must either repay outstanding debt under our credit facilities or obtain the consent of the lenders under those facilities. If we do not obtain the required consents or repay our outstanding debt under our credit facilities, we would remain effectively prohibited from offering to repurchase the notes.

We may not be required, or we may not be able, to repurchase the notes upon an asset sale.

Holders of the notes may not have all or any of their notes repurchased following an asset sale because:

we are only required to repurchase the notes under certain circumstances if there are excess proceeds of the asset sale; or

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we may be prohibited from repurchasing the notes by the terms of our senior debt.

Under the terms of the indenture governing the notes, we may be required to repurchase all or a portion of the notes following an asset sale at a purchase price equal to 100% of the principal amount of the notes. However, we are only required to repurchase the notes from the excess proceeds of the asset sale that we do not use to, among other things, repay other senior debt or to acquire replacement assets. We can also defer the offer to you until there are excess proceeds in an amount greater than \$50 million. The terms of our senior debt will require us to apply most, if not all, of the proceeds of an asset sale to repay that debt, in which case there may be no excess proceeds of the asset sale for the repurchase of the notes.

In addition, the terms of our senior debt may prevent us from repurchasing the notes without the consent of our senior lenders. In those circumstances, we would be required to obtain the consent of our senior lenders before we could repurchase the notes with the excess proceeds of an asset sale. If we were unable to obtain any required consents, the requirement that we purchase the notes from the excess proceeds of an asset sale will be ineffective.

The subsidiary guarantees of the notes could be subordinated or voided by a court.

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the debt evidenced by its guarantee:

received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee; and

was insolvent or rendered insolvent by reason of such incurrence; or

was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital;
or

intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In such instances, the note holders would cease to have any claim in respect of that subsidiary guarantee and would be creditors solely of Ball Corporation and any remaining subsidiary guarantors. In addition, any payment by that subsidiary guarantor pursuant to its subsidiary guarantee could be voided and required to be returned to the subsidiary guarantor, or to a fund for the benefit of the creditors of the subsidiary guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;

the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

it could not pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each subsidiary guarantor, after giving effect to each subsidiary guarantee of the notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and

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will not have incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

A court may void the issuance of the notes in circumstances of a fraudulent transfer under federal or state fraudulent transfer laws.

If a court determines the issuance of the notes constituted a fraudulent transfer, the holders of the notes may not receive payment on the notes.

Under federal bankruptcy and comparable provisions of state fraudulent transfer laws, if a court were to find that, at the time the notes were issued Ball Corporation:

issued the notes with the intent of hindering, delaying or defrauding current or future creditors; or

received less than fair consideration or reasonably equivalent value for incurring the debt represented by the notes, and either (i) we were insolvent or were rendered insolvent by reason of the issuance of the notes; or (ii) we were engaged, or about to engage, in a business or transaction for which our assets were unreasonably small; or (iii) we intended to incur, or believed, or should have believed, we would incur, debts beyond our ability to pay as such debts mature;

then a court could:

avoid all or a portion of our obligations to the holders of the notes;

subordinate our obligations to the holders of the notes to other existing and future debt of us, the effect of which would be to entitle the other creditors to be paid in full before any payment could be made on the notes; or

take other action harmful to the holders of the notes, including in certain circumstances, invalidating the notes.

In any of these events, we could not assure you that the holders of the notes would ever receive payment on the notes.

The measures of insolvency for the purposes of the above will be as described in the risk factor "The subsidiary guarantees of the notes could be subordinated or voided by a court." We cannot assure you as to what standard a court would apply in order to determine whether we were "insolvent" as of the date the notes were issued, or that, regardless of the method of valuation, a court would not determine that we were insolvent on that date. Nor can we assure you that a court would not determine, regardless of whether we were insolvent on the date the notes were issued, that the issuance of the notes constituted fraudulent transfers on another ground.

An active trading market may not develop for the notes.

There is currently no public market for the notes, and we do not currently plan to list the notes on any national securities exchange. In addition, the liquidity of any trading market in the notes, and the market price quoted for the notes, may be adversely affected by changes in the overall market for these securities and by changes in our financial performance or prospects. A liquid trading market in the notes may not develop.

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The financial information presented in this prospectus supplement is adjusted for the sale of our plastics segment but has not yet been audited.

The summary historical financial data included herein is unaudited. The unaudited selected historical consolidated financial data as of December 31, 2009 and 2008 and for each of the three years in the period ended December 31, 2009 have been derived from the Company's accounting records and adjusted to reflect the divestiture of the plastics segment. The unaudited selected historical consolidated financial data as of December 31, 2007, 2006 and 2005 and for each of the years ended December 31, 2006 and 2005 have been adjusted for the divestiture of the plastics segment and to reflect the adoption of guidance related to the accounting and reporting for the non-controlling interest in a subsidiary. In connection with the filing of our Annual Report on Form 10-K in respect of our fiscal year 2010, we will restate our historical consolidated financial statements presented in our Annual Report on Form 10-K as of and through December 31, 2009 to reflect the divestiture of the plastics segment and the adoption of the guidance referred to above. The audited financial statements in our Annual Report on Form 10-K as of those dates and for those periods may differ from the unaudited selected historical consolidated financial data included herein and the differences may be material.

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USE OF PROCEEDS

We estimate that the net proceeds from the sale of the notes offered by this prospectus supplement will be approximately \$393.5 million after deducting the underwriting discounts and commissions and estimated expenses related to this offering. We intend to use the net proceeds from this offering to repay the borrowings under our Term D loan facility, and for general corporate purposes, which may include potential investments in strategic alliances and acquisitions, the refinancing or repayment of debt, working capital, share repurchases or capital expenditures.

The Term D loan facility matures on October 13, 2011. As of September 26, 2010, \$300 million was outstanding under the Term D loan facility, bearing interest at 1.01%. See "Description of Other Indebtedness Existing Credit Facilities" for additional information. Affiliates of one or more of the underwriters are lenders under the existing credit facilities, including the Term D loan facility, and, therefore, along with the other lenders under our Term D loan facility, will receive a portion of the net proceeds of the offering assuming repayment of the borrowings under our Term D loan facility as described above. This offering is being made in accordance with NASD Rule 2720 and FINRA Rule 5110. See "Underwriting (Conflicts of Interest)."

Table of Contents**CAPITALIZATION**

The following table sets forth our consolidated cash and cash equivalents and capitalization as of September 26, 2010 (1) on an actual basis and (2) on an as adjusted basis after giving effect to the issuance of \$400 million in aggregate principal amount of notes offered hereby and the application of the net proceeds therefrom as described in "Use of Proceeds."

	As of September 26, 2010	
	Actual	As Adjusted
	(dollars in millions)	
Cash and cash equivalents(1)	\$ 168.7	\$ 262.2
Long-term debt, including current portion:		
Senior Secured Credit Facilities:		
Revolving Credit Facilities(2)	\$ 46.0	\$ 46.0
Term Loan Facilities(3)	706.0	406.0
7 ¹ / ₈ % Senior Notes due 2016	375.0	375.0
6 ⁵ / ₈ % Senior Notes due 2018	450.0	450.0
7 ³ / ₈ % Senior Notes due 2019	325.0	325.0
6 ³ / ₄ % Senior Notes due 2020	500.0	500.0
Notes offered hereby		400.0
Other debt(4)	178.4	178.4
Total long-term debt, including current portion	2,580.4	2,680.4
Total shareholders' equity	1,740.4	1,740.4
Total capitalization	\$ 4,320.8	\$ 4,420.8

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- (1) To the extent that the gross proceeds to us from the notes offered hereby are less than \$400 million, cash and cash equivalents will change by the corresponding amount.
- (2) Our revolving credit facility consists of a \$735 million U.S. dollar equivalent senior secured facility. At September 26, 2010, there was £29.2 million (\$46.0 million) outstanding under such facility and, taking into account outstanding letters of credit, we had \$659 million available for borrowing.
- (3) Comprised of a £55.3 million (\$87.0 million) Term A Loan, a €157.5 million (\$211.4 million) Term B Loan, a Cdn. \$110.8 million (\$107.6 million) Term C Loan and a \$300 million Term D Loan. We intend to use a portion of the net proceeds from this offering to repay the \$300 million Term D Loan.
- (4) As of September 26, 2010, on an actual and adjusted basis, other debt consisted of \$148.9 million associated with the consolidation of Latapack-Ball (not guaranteed by Ball), \$31.3 million of Ball Asia Pacific Ltd. debt, \$9.4 million of industrial revenue bonds, \$(14.5) million of unamortized discounts and \$3.3 million of other debt. Other debt excludes \$66.9 million outstanding under uncommitted bank facilities.

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The following table sets forth our ratio of earnings to fixed charges for the periods indicated:

	Year Ended December 31,					Nine Months Ended September 26,
	2005	2006	2007	2008	2009	2010
<u>Ratio of Earnings to Fixed Charges(1)</u>	3.4x	3.5x	2.9x	3.7x	4.8x	4.6x

(1)

The ratio of earnings to fixed charges is calculated by dividing earnings, as defined below, by fixed charges, as defined below. For this purpose, "earnings" consist of earnings before taxes (a) plus amortization of capitalized interest, distributed income of equity and investees and fixed charges (b) less interest capitalized, and "fixed charges" consist of interest expensed and capitalized as well as interest expense within rent. Interest for unrecognized tax benefits related to uncertain tax positions has not been included in the calculations. The calculated interim amount is based on information available to management at the time of this offering and is materially consistent with the full-year calculations.

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DESCRIPTION OF OTHER INDEBTEDNESS

Existing Credit Facilities

General

Ball Corporation and certain of its subsidiaries, as borrowers, along with Deutsche Bank AG, New York Branch, as administrative agent, and various financial institutions (including certain affiliates of the underwriters), as lenders, are parties to a credit agreement, dated October 13, 2005, as amended on March 27, 2006, July 31, 2009 and April 12, 2010, in the amount of up to an aggregate U.S. dollar equivalent of approximately \$1.4 billion in various tranches and currencies, referred to as the existing credit facilities.

The following is a description of the general terms that are included in the credit facilities. This information relating to the credit facilities is qualified in its entirety by reference to the complete text of the documents entered into in connection therewith. A copy of the credit agreement was filed by Ball Corporation with the SEC as Exhibit 99.2 to Ball Corporation's Current Report on 8-K, filed on October 17, 2005, and a copy of the first, second and third amendments were filed by Ball Corporation with the SEC as Exhibit 10.1 to Ball Corporation's Current Report on 8-K, filed on March 30, 2006, Exhibit 10.1 to Ball Corporation's Current Report on 8-K, filed on August 4, 2009, and Exhibit 10.2 to Ball Corporation's Quarterly Report on 10-Q, filed on April 30, 2010, respectively.

The credit facilities were comprised of the following as of September 26, 2010:

a multicurrency secured revolving credit facility in the U.S. dollar equivalent amount of \$700 million, which will terminate on October 13, 2011;

a Canadian dollar secured revolving credit facility in the U.S. dollar equivalent amount of \$35 million, which will mature on October 13, 2011;

a British sterling denominated secured term loan facility in the amount of £55.3 million (or approximately \$87.0 million) which will mature October 13, 2011, referred to as the Sterling Term A loan facility;

a euro denominated secured term loan facility in the amount of €157.5 million (or approximately \$211.4 million) which will mature on October 13, 2011, referred to as the Euro Term B loan facility;

a Canadian dollar denominated secured term loan facility in the amount of Cdn. \$110.8 million (or approximately \$107.6 million) which will mature on October 13, 2011, referred to as the Canadian Term C loan facility; and

a U.S. dollar denominated secured term loan facility in the amount of \$300 million which will mature on October 13, 2011, referred to as the Term D loan facility.

Amortization

The term loans are amortized quarterly from December 31, 2007, through the date of maturity for each facility according to the schedule set forth below. In 2009, Ball Corporation prepaid the first two quarterly payments for 2010 for the Euro Term B loan facility and the first three quarterly payments for 2010 for the U.S. dollar denominated secured term loan facility. In the third quarter of

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2010, Ball Corporation prepaid the third and fourth quarterly payments for 2010 for the Euro Term B loan facility.

Year	Sterling Term A Loan Facility	Euro Term B Loan Facility	Canadian Term C Loan Facility	Term D Loan Facility
2010	30.00%	30.00%	25.00%	30.00%
2011	45.00%	45.00%	63.75%	45.00%

Interest

For purposes of calculating interest, loans under the credit agreement are designated as Eurocurrency Rate Loans or, in certain circumstances, Base Rate Loans, Canadian Prime Rate Loans or Canadian B/A Discount Rate Loans.

Eurocurrency Rate Loans that are dollar denominated bear interest at the interbank eurocurrency rate plus a borrowing margin as described below. Eurocurrency Rate Loans that are non-dollar denominated bear interest at the LIBOR Rate for Sterling and EURIBOR Rate for euros plus a borrowing margin as described below. Interest on Eurocurrency Rate Loans is payable at the end of the applicable interest period in the case of interest periods of one, two or three months and every three months in the case of interest periods of six months or longer.

Base Rate Loans bear interest at (a) the greater of (i) the rate most recently announced by Deutsche Bank as its "prime rate" or (ii) the Federal Funds Rate plus $\frac{1}{2}$ of 1% per annum; plus (b) a borrowing margin as described below. Interest on Base Rate Loans is payable quarterly in arrears.

Canadian Prime Rate Loans bear interest at (a) the higher of (i) the annual rate of interest announced publicly by the Canadian Administrative Agent and in effect as its prime rate on such day for determining interest rates on Canadian dollar denominated commercial loans made in Canada and (ii) 0.75% per annum above the CDOR Rate in effect on such date; plus (b) a borrowing margin as described below.

Canadian B/A Discount Rate Loans bear interest at the CDOR Rate for a Schedule I Bank and at the CDOR Rate plus a spread for all other Canadian lenders, plus in all such instances a borrowing margin as described below.

Ratings (S&P/Moody's)	Eurocurrency Revolving Loans(1)	Base Rate Loans(2)
BBB-/Baa3 or better	0.75%	0%
BB+/Ba1	0.875%	0%
BB/Ba2	1.125%	0.125%
BB-/Ba3 or worse	1.375%	0.375%

(1) The same rates apply to Bankers' Acceptances for the Canadian revolving credit facility.

(2) The same rates apply to Canadian Prime Rate Loans for the Canadian revolving credit facility.

Security and Guarantees

The credit facilities and any interest rate or other hedging arrangements entered into with any of the lenders under the credit facilities are obligations of Ball Corporation and the other subsidiary borrowers and guaranteed by Ball Corporation and all of its present and future material domestic subsidiaries. The credit facilities are secured by (i) a valid first priority perfected lien or pledge on 100% of the stock of each of Ball Corporation's present and future direct and indirect material

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domestic subsidiaries and (ii) a valid first priority perfected lien or pledge on 65% of the stock of each of Ball Corporation's present and future material first-tier foreign subsidiaries. The obligations of each foreign subsidiary of Ball Corporation that is a subsidiary borrower are secured by a pledge of certain designated first-tier subsidiaries of such foreign subsidiary borrowers.

Covenants

The loan documentation contains customary negative covenants and financial covenants. During the term of the credit facilities, the negative covenants restrict Ball Corporation and its subsidiaries' ability to do certain things, including but not limited to: incur certain additional indebtedness; create, incur or permit certain liens on property and assets; engage in certain mergers or consolidations; engage in asset dispositions; declare or pay dividends and make equity redemptions or restrict the ability of its subsidiaries to do so; make loans and investments; enter into transactions with affiliates; enter into sale and lease-back transactions or make voluntary payments, amendments or modifications to subordinate or junior indebtedness.

The credit agreement also requires Ball Corporation to maintain a maximum leverage ratio of not greater than 3.75 to 1.00 and an interest coverage ratio of not less than 3.50 to 1.00.

Mandatory Prepayment

Ball Corporation is required to make a mandatory prepayment of the loans under its credit facilities in an amount equal to 50% of excess cash flow as defined in the loan documentation when the total leverage ratio is 3.50x or greater, the Moody's rating is less than Ba3 and the S&P rating is less than BB-, and no default or event of default exists. In addition, Ball Corporation is required to make a mandatory prepayment of the loans under its credit facilities with, among other things, 100% of the net cash proceeds of any asset sale or proceeds of insurance or condemnation payments, each subject to certain exceptions. Mandatory prepayments of term loans under the credit agreement shall be made on a pro rata basis.

Events of Default

The loan documentation for the credit facilities contains customary events of default, including, but not limited to, cross defaults to Ball Corporation's other material debt and certain change of control events.

Accounts Receivable Securitization Facility

Ball Corporation has a receivables sales agreement with JPMorgan Chase Bank, N.A., as Managing Agent and Collateral Agent, that provides for the ongoing, revolving sale of a designated pool of trade accounts receivable of the Company's North American packaging operations up to \$250 million. There were no accounts receivable sold under the securitization facility at September 26, 2010. In October 2010, Ball Corporation renewed its receivables sales agreement for a period of one year. The size of the new program will vary from up to \$125 million for settlement dates in January through April and up to \$175 million for settlement dates in the remaining months.

6⁵/₈% Senior Notes Due 2018

General

The following summary of the 2018 notes does not purport to be complete and is qualified in its entirety by reference to the indenture and supplemental indenture, both dated March 27, 2006, governing the 2018 notes, which were filed with the SEC by Ball Corporation on its Current Report on Form 8-K, dated March 27, 2006, and filed on March 30, 2006.

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The 2018 notes are unsecured senior obligations of Ball Corporation. They rank senior in right of payment to all of Ball Corporation's future unsecured subordinated debt and equally in right of payment with all of Ball Corporation's existing and future unsecured senior debt, including the notes.

Principal, Maturity and Interest

The currently outstanding aggregate principal amount of the 2018 notes is \$450 million. The 2018 notes will mature on March 15, 2018. Interest on the 2018 notes accrues at a rate of 6⁵/₈% per annum and is payable semiannually in arrears on March 15 and September 15 of each year to holders of record on the immediately preceding March 1 and September 1.

Subsidiary Guarantees

Ball Corporation's payment obligations under the 2018 notes are fully and unconditionally guaranteed on an unsecured senior basis by Ball's existing and future material domestic subsidiaries, other than the excluded subsidiaries and the unrestricted subsidiaries. The 2018 notes are not guaranteed by any of Ball's foreign subsidiaries.

The subsidiary guarantee of each subsidiary guarantor ranks equally in right of payment to all of such subsidiary guarantor's senior existing and future unsecured debt, is such guarantor's senior unsecured obligation and ranks senior in right of payment to all of such subsidiary guarantor's existing and future debt that expressly provides for its subordination to such subsidiary guarantor's subsidiary guarantee.

Optional Redemption

At any time prior to March 15, 2011, we may redeem all or some of the 2018 notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount, plus the Applicable Premium as of, and accrued and unpaid interest to, the redemption date. The "Applicable Premium" means the greater of (i) 1.0% of the principal amount of the note or (ii) the excess of (a) the present value at such redemption date of (x) the redemption price of the note at March 15, 2011 plus (y) all required interest payments due on the note through March 15, 2011 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate (as defined in the 2018 notes indenture) as of such redemption date plus 50 basis points; over (b) the principal amount of the note, if greater.

On or after March 15, 2011, Ball Corporation may redeem all or some of the 2018 notes, upon not less than 30 nor more than 60 days' notice, at the redemption prices, expressed as percentages of principal amount, set forth below, plus accrued and unpaid interest, if any, on the notes redeemed, to the applicable redemption date, if redeemed during the 12-month period beginning on March 15 of the years indicated below:

Year	Percentage
2011	103.313%
2012	102.208%
2013	101.104%
2014 and thereafter	100.000%

Change of Control

Upon a change of control, as defined in the indenture governing the 2018 notes, the holders of the 2018 notes have the right to require us to repurchase all or any part of that holder's 2018 notes at a purchase price equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest, if any, on the notes repurchased, to the date of purchase.

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Certain Covenants

The 2018 notes indenture contains certain covenants for the benefit of the holders of the 2018 notes which restrict our ability to, among other things: incur additional debt or issue preferred stock; pay dividends or make other restricted payments; make certain investments; sell assets; enter into transactions with affiliates; create liens; merge or consolidate with other entities; and place restrictions on the ability of certain of our subsidiaries to pay dividends or make other payments to us.

The 2018 notes indenture provides that if the ratings assigned to the 2018 notes by Standard & Poor's Ratings Group and Moody's Investors Service, Inc. are equal to or higher than BBB- and Baa3, or the equivalents thereof, respectively, and no default or event of default has occurred and is continuing, certain of these restrictions will no longer be applicable.

Such covenants are subject to certain other limitations and exceptions as set forth in the indenture governing the 2018 notes.

7¹/₈% Senior Notes Due 2016

General

The following summary of the 2016 notes does not purport to be complete and is qualified in its entirety by reference to the indenture, dated March 27, 2006, which was filed with the SEC by Ball Corporation on its Current Report on Form 8-K, dated March 27, 2006, and filed on March 20, 2006, and the second supplemental indenture, dated August 20, 2009, governing the 2016 notes, which was filed with the SEC by Ball Corporation on its Current Report on Form 8-K, dated August 20, 2009, and filed on August 26, 2009.

The 2016 notes are unsecured senior obligations of Ball Corporation. They rank senior in right of payment to all of Ball Corporation's future unsecured subordinated debt and equally in right of payment with all of Ball Corporation's existing and future unsecured senior debt, including the notes.

Principal, Maturity and Interest

The currently outstanding aggregate principal amount of the 2016 notes is \$375 million. The 2016 notes will mature on September 1, 2016. Interest on the 2016 notes accrues at a rate of 7¹/₈% per annum and is payable semiannually in arrears on September 1 and March 1 of each year to holders of record on the immediately preceding August 15 and February 15.

Subsidiary Guarantees

Ball Corporation's payment obligations under the 2016 notes are fully and unconditionally guaranteed on an unsecured senior basis by Ball's existing and future material domestic subsidiaries, other than the excluded subsidiaries and the unrestricted subsidiaries. The 2016 notes are not guaranteed by any of Ball's foreign subsidiaries.

The subsidiary guarantee of each subsidiary guarantor ranks equally in right of payment to all of such subsidiary guarantor's senior existing and future unsecured debt, is such guarantor's senior unsecured obligation and ranks senior in right of payment to all of such subsidiary guarantor's existing and future debt that expressly provides for its subordination to such subsidiary guarantor's subsidiary guarantee.

Optional Redemption

At any time prior to September 1, 2012, we may, on any one or more occasions, redeem, in whole or in part, up to 35% of the aggregate principal amount of 2016 Notes, including additional 2016 Notes, if any, issued under the indenture at a redemption price of par plus the stated interest rate, or

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107.125% of the principal amount of the 2016 notes redeemed, plus accrued and unpaid interest, if any, to the date of redemption, with the net cash proceeds of one or more equity offerings, subject to certain limitations.

At any time prior to September 1, 2013, we may redeem all or some of the 2016 notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount, plus the Applicable Premium as of, and accrued and unpaid interest to, the redemption date. The "Applicable Premium" means the greater of (i) 1.0% of the principal amount of the note or (ii) the excess of (a) the present value at such redemption date of (x) the redemption price of the note at September 1, 2013 plus (y) all required interest payments due on the note through September 1, 2013 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate (as defined in the 2016 notes indenture) as of such redemption date plus 50 basis points; over (b) the principal amount of the note, if greater.

On or after September 1, 2013, Ball Corporation may redeem all or some of the 2016 notes, upon not less than 30 nor more than 60 days' notice, at the redemption prices, expressed as percentages of principal amount, set forth below, plus accrued and unpaid interest, if any, on the notes redeemed, to the applicable redemption date, if redeemed during the 12-month period beginning on September 1 of the years indicated below:

Year	Percentage
2013	103.563%
2014	101.781%
2015 and thereafter	100.000%

Change of Control

Upon a change of control, as defined in the indenture governing the 2016 notes, the holders of the 2016 notes have the right to require us to repurchase all or any part of that holder's 2016 notes at a purchase price equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest, if any, on the notes repurchased, to the date of purchase.

Certain Covenants

The 2016 notes indenture contains certain covenants for the benefit of the holders of the 2016 notes which restrict our ability to, among other things: incur additional debt or issue preferred stock; pay dividends or make other restricted payments; make certain investments; sell assets; enter into transactions with affiliates; create liens; merge or consolidate with other entities; and place restrictions on the ability of certain of our subsidiaries to pay dividends or make other payments to us.

The 2016 notes indenture provides that if the ratings assigned to the 2016 notes by at least two of Standard & Poor's Ratings Group, Moody's Investors Service, Inc. and Fitch Inc. are equal to or higher than BBB-, Baa3 and BBB-, or the equivalents thereof, respectively, and no default or event of default has occurred and is continuing, certain of these restrictions will be suspended.

Such covenants are subject to certain other limitations and exceptions as set forth in the indenture governing the 2016 notes.

7³/₈% Senior Notes Due 2019

General

The following summary of the 2019 notes does not purport to be complete and is qualified in its entirety by reference to the indenture, dated March 27, 2006, which was filed with the SEC by Ball Corporation on its Current Report on Form 8-K, dated March 27, 2006, and filed on March 20, 2006,

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and the third supplemental indenture, dated August 20, 2009, governing the 2019 notes, which was filed with the SEC by Ball Corporation on its Current Report on Form 8-K, dated August 20, 2009, and filed on August 26, 2009.

The 2019 notes are unsecured senior obligations of Ball Corporation. They rank senior in right of payment to all of Ball Corporation's future unsecured subordinated debt and equally in right of payment with all of Ball Corporation's existing and future unsecured senior debt, including the notes.

Principal, Maturity and Interest

The currently outstanding aggregate principal amount of the 2019 notes is \$325 million. The 2019 notes will mature on September 1, 2019. Interest on the 2019 notes accrues at a rate of 7³/₈% per annum and is payable semiannually in arrears on September 1 and March 1 of each year to holders of record on the immediately preceding August 15 and February 15.

Subsidiary Guarantees

Ball Corporation's payment obligations under the 2019 notes are fully and unconditionally guaranteed on an unsecured senior basis by Ball's existing and future material domestic subsidiaries, other than the excluded subsidiaries and the unrestricted subsidiaries. The 2019 notes are not guaranteed by any of Ball's foreign subsidiaries.

The subsidiary guarantee of each subsidiary guarantor ranks equally in right of payment to all of such subsidiary guarantor's senior existing and future unsecured debt, is such guarantor's senior unsecured obligation and ranks senior in right of payment to all of such subsidiary guarantor's existing and future debt that expressly provides for its subordination to such subsidiary guarantor's subsidiary guarantee.

Optional Redemption

At any time prior to September 1, 2012, we may, on any one or more occasions, redeem, in whole or in part, up to 35% of the aggregate principal amount of 2019 notes, including additional 2019 notes, if any, issued under the indenture at a redemption price of par plus the stated interest rate, or 107.375% of the principal amount of the 2019 notes redeemed, plus accrued and unpaid interest to the date of redemption, with the net cash proceeds of one or more equity offerings, subject to certain limitations.

At any time prior to September 1, 2014, we may redeem all or some of the 2019 notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount plus the Applicable Premium as of, and accrued and unpaid interest to, the redemption date. The "Applicable Premium" means the greater of (i) 1.0% of the principal amount of the note or (ii) the excess of (a) the present value at such redemption date of (x) the redemption price of the note at September 1, 2014 plus (y) all required interest payments due on the note through September 1, 2014 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate (as defined in the 2019 notes indenture) as of such redemption date plus 50 basis points; over (b) the principal amount of the note, if greater.

On or after September 1, 2014, Ball Corporation may redeem all or some of the 2019 notes, upon not less than 30 nor more than 60 days' notice, at the redemption prices, expressed as percentages of principal amount, set forth below, plus accrued and unpaid interest, if any, on the notes

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redeemed, to the applicable redemption date, if redeemed during the 12-month period beginning on September 1 of the years indicated below:

Year	Percentage
2014	103.688%
2015	102.458%
2016	101.229%
2017 and thereafter	100.000%

Change of Control

Upon a change of control, as defined in the indenture governing the 2019 notes, the holders of the 2019 notes have the right to require us to repurchase all or any part of that holder's 2019 notes at a purchase price equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest, if any, on the notes repurchased, to the date of purchase.

Certain Covenants

The 2019 notes indenture contains certain covenants for the benefit of the holders of the 2019 notes which restrict our ability to, among other things: incur additional debt or issue preferred stock; pay dividends or make other restricted payments; make certain investments; sell assets; enter into transactions with affiliates; create liens; merge or consolidate with other entities; and place restrictions on the ability of certain of our subsidiaries to pay dividends or make other payments to us.

The 2019 notes indenture provides that if the ratings assigned to the 2019 notes by at least two of Standard & Poor's Ratings Group, Moody's Investors Service, Inc. and Fitch Inc. are equal to or higher than BBB-, Baa3 and BBB-, or the equivalents thereof, respectively, and no default or event of default has occurred and is continuing, certain of these restrictions will be suspended.

Such covenants are subject to certain other limitations and exceptions as set forth in the indenture governing the 2019 notes.

6³/₄% Senior Notes Due 2020

General

The following summary of the 2020 notes does not purport to be complete and is qualified in its entirety by reference to the indenture, dated March 27, 2006, which was filed with the SEC by Ball Corporation on its Current Report on Form 8-K, dated March 27, 2006, and filed on March 20, 2006, and the fourth supplemental indenture, dated March 22, 2010, governing the 2020 notes, which was filed with the SEC by Ball Corporation on its Current Report on Form 8-K, dated March 17, 2010, and filed on March 23, 2010.

The 2020 notes are unsecured senior obligations of Ball Corporation. They rank senior in right of payment to all of Ball Corporation's future unsecured subordinated debt and equally in right of payment with all of Ball Corporation's existing and future unsecured senior debt, including the notes.

Principal, Maturity and Interest

The currently outstanding aggregate principal amount of the 2020 notes is \$500 million. The 2020 notes will mature on September 15, 2020. Interest on the 2020 notes accrues at a rate of 6³/₄% per annum and is payable semiannually in arrears on March 15 and September 15 of each year to holders of record on the immediately preceding March 1 and September 1.

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Subsidiary Guarantees

Ball Corporation's payment obligations under the 2020 notes are fully and unconditionally guaranteed on an unsecured senior basis by Ball's existing and future material domestic subsidiaries, other than the excluded subsidiaries and the unrestricted subsidiaries. The 2020 notes are not guaranteed by any of Ball's foreign subsidiaries.

The subsidiary guarantee of each subsidiary guarantor ranks equally in right of payment to all of such subsidiary guarantor's senior existing and future unsecured debt, is such guarantor's senior unsecured obligation and ranks senior in right of payment to all of such subsidiary guarantor's existing and future debt that expressly provides for its subordination to such subsidiary guarantor's subsidiary guarantee.

Optional Redemption

At any time prior to March 15, 2013, we may, on any one or more occasions, redeem, in whole or in part, up to 35% of the aggregate principal amount of 2020 notes, including additional 2020 notes, if any, issued under the indenture at a redemption price of par plus the stated interest rate, or 106.75% of the principal amount of the 2020 notes redeemed, plus accrued and unpaid interest to the date of redemption, with the net cash proceeds of one or more equity offerings, subject to certain limitations.

At any time prior to March 15, 2015, we may redeem all or some of the 2020 notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount plus the Applicable Premium as of, and accrued and unpaid interest to, the redemption date. The "Applicable Premium" means the greater of (i) 1.0% of the principal amount of the note or (ii) the excess of (a) the present value at such redemption date of (x) the redemption price of the note at March 15, 2015 plus (y) all required interest payments due on the note through March 15, 2015 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate (as defined in the 2020 notes indenture) as of such redemption date plus 50 basis points; over (b) the principal amount of the note, if greater.

On or after March 15, 2015, Ball Corporation may redeem all or some of the 2020 notes, upon not less than 30 nor more than 60 days' notice, at the redemption prices, expressed as percentages of principal amount, set forth below, plus accrued and unpaid interest, if any, on the notes redeemed, to the applicable redemption date, if redeemed during the 12-month period beginning on September 1 of the years indicated below:

Year	Percentage
2015	103.375%
2016	102.250%
2017	101.125%
2018 and thereafter	100.000%

Change of Control

Upon a change of control, as defined in the indenture governing the 2020 notes, the holders of the 2020 notes have the right to require us to repurchase all or any part of that holder's 2020 notes at a purchase price equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest, if any, on the notes repurchased, to the date of purchase.

Certain Covenants

The 2020 notes indenture contains certain covenants for the benefit of the holders of the 2020 notes which restrict our ability to, among other things: incur additional debt or issue preferred stock;

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pay dividends or make other restricted payments; make certain investments; sell assets; enter into transactions with affiliates; create liens; merge or consolidate with other entities; and place restrictions on the ability of certain of our subsidiaries to pay dividends or make other payments to us.

The 2020 notes indenture provides that if the ratings assigned to the 2020 notes by at least two of Standard & Poor's Ratings Group, Moody's Investors Service, Inc. and Fitch Inc. are equal to or higher than BBB-, Baa3 and BBB-, or the equivalents thereof, respectively, and no default or event of default has occurred and is continuing, certain of these restrictions will be suspended.

Such covenants are subject to certain other limitations and exceptions as set forth in the indenture governing the 2020 notes.

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DESCRIPTION OF NOTES

You can find the definitions of certain terms used in this description under the subheading "Certain Definitions." In this description, the words "Ball," "we," "us" and "our" refer only to Ball Corporation and not to any of its Subsidiaries.

Ball will issue \$400 million in aggregate principal amount of % senior notes due 2021 (the "notes") in this offering. Ball will issue the notes under a base indenture among itself and The Bank of New York Mellon Trust Company, N.A. (f/k/a) The Bank of New York Trust Company, N.A., as trustee, as amended and supplemented by a fifth supplemental indenture with respect to the notes among Ball, the Guarantors and the trustee (the "fifth supplemental indenture"). For convenience, the base indenture, as amended and supplemented by the fifth supplemental indenture, is referred to as the "indenture." The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended.

The following description is a summary of the material provisions of the indenture. It does not restate that agreement in its entirety. We urge you to read the indenture because it, and not this description, defines your rights as a holder of the notes. Certain defined terms used in this description but not defined below under " Certain Definitions" have the meanings assigned to them in the indenture.

The registered holder of a note will be treated as the owner of it for all purposes. Only registered holders will have rights under the indenture.

Brief Description of the Notes and the Guarantees

The Notes

The notes will be Ball's senior unsecured obligations and will rank:

equally in right of payment to all of Ball's existing and future senior unsecured Indebtedness, including the Existing Senior Notes; and

senior in right of payment to all of Ball's future Indebtedness that expressly provides for its subordination to the notes.

In the event that our secured creditors exercise their rights with respect to our pledged assets, our secured creditors, including the lenders under the Credit Facilities, would be entitled to be repaid in full from the proceeds from the sale of those assets before those proceeds would be available for distribution to our other senior creditors, including holders of the notes. Further, borrowings under the Existing Credit Facilities are secured by a pledge of Capital Stock of Ball and its Domestic Subsidiaries and 65% of the Capital Stock of Ball's first-tier foreign subsidiaries. In addition, the assets of the Subsidiaries of Ball that are not Guarantors, such as Ball's foreign subsidiaries and the Excluded Subsidiaries, will be subject to the prior claims of all creditors, including trade creditors, of those subsidiaries. See "Risk Factors Risks Related to the Notes The notes and the subsidiary guarantees will be unsecured and effectively subordinated to our existing and future secured debt" and "Risk Factors Risks Related to the Notes The notes will be structurally subordinated to all existing and future liabilities of our subsidiaries that do not guarantee the notes."

The Guarantees

Ball's payment obligations under the notes will be fully and unconditionally guaranteed, on a joint and several basis, by the Guarantors. Initially, the Guarantors will be the Domestic Subsidiaries of Ball that guarantee any other Indebtedness of Ball as of the date of the fifth supplemental indenture, other than Ball Capital Corp. II, Ball Asia Pacific and the Excluded Subsidiaries. Additionally, all future Domestic Subsidiaries of Ball that guarantee any other Indebtedness of Ball, other than those

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Subsidiaries that are designated as Excluded Subsidiaries or Unrestricted Subsidiaries, will be required to become Guarantors.

The subsidiary guarantee of each Guarantor will be such Guarantor's senior unsecured obligation and rank:

equally in right of payment to all of such Guarantor's existing and future senior unsecured debt, including such Guarantor's guarantee of the Existing Senior Notes; and

senior in right of payment to all of such Guarantor's future debt that expressly provides for its subordination to such Guarantor's subsidiary guarantee.

In the event that the Guarantors' secured creditors exercise their rights with respect to the Guarantors' pledged assets, the Guarantors' secured creditors, including the lenders under the Credit Facilities, would be entitled to be repaid in full from the proceeds from the sale of those assets before those proceeds would be available for distribution to their other creditors, including with respect to the guarantees of the notes. In addition, although each Domestic Subsidiary of Ball that guarantees any other Indebtedness of Ball, other than Ball Capital Corp. II, Ball Asia Pacific, the Excluded Subsidiaries and the Unrestricted Subsidiaries will guarantee the notes, none of Ball's other Subsidiaries, including its Foreign Subsidiaries, will guarantee the notes. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor subsidiaries, the non-guarantor subsidiaries will pay the holders of their debt and other liabilities, including their trade payables, before they will be able to distribute any of their assets to Ball. Retrospectively adjusting for the divestiture of our plastics packaging, Americas, business, the non-guarantor subsidiaries generated 32 and 31 percent of our net sales for the year ended December 31, 2009 and the nine months ended September 26, 2010, respectively, and held 46 and 58 percent of our assets as of December 31, 2009 and September 26, 2010, respectively. See note 23 to the consolidated financial statements of Ball incorporated by reference into this prospectus supplement for more detail about the historical division of Ball Corporation's consolidated revenues and assets between the Guarantor and non-Guarantor Subsidiaries.

As of the date of the fifth supplemental indenture for this offering, all of our subsidiaries, other than Ball Capital Corp. II, Ball Asia Pacific and the Excluded Subsidiaries, will be "Restricted Subsidiaries." However, under the circumstances described below under the caption " Certain Covenants Designation of Restricted and Unrestricted Subsidiaries," we will be permitted to designate certain of our Subsidiaries as "Unrestricted Subsidiaries." Our Unrestricted Subsidiaries will not be subject to the restrictive covenants in the indenture. Our Unrestricted Subsidiaries will not guarantee the notes.

Principal, Maturity and Interest

Ball will issue \$400 million in aggregate principal amount of notes in this offering. Subject to its compliance with the covenants contained in the indenture, Ball may issue additional notes under the indenture from time to time after this offering. The notes offered hereby and any additional notes with the same terms subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. Ball may issue one or more other classes of notes under the base indenture and subsequent supplemental indentures. Ball will issue notes in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The notes will mature on _____, 2021.

Interest on the notes will accrue at the rate of _____ % per annum and will be payable semi-annually in arrears on _____ and _____ commencing on _____, 2011. Ball will make each interest payment to the holders of record on the immediately preceding _____ and _____.

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Interest on the notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of Receiving Payments on the Notes

If a holder of notes has given wire transfer instructions to Ball, Ball will pay all principal, interest and premium, if any, on that holder's notes in accordance with those instructions. All other payments on notes will be made at the office or agency of the paying agent and registrar within the City and State of New York unless Ball elects to make interest payments by check mailed to the noteholders at their address set forth in the register of holders.

Paying Agent and Registrar for the Notes

The trustee will initially act as paying agent and registrar. Ball may change the paying agent or registrar without prior notice to the holders of the notes, and Ball or any of its Subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A holder may transfer or exchange notes in accordance with the provisions of the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of notes. Holders will be required to pay all taxes due on transfer. Ball is not required to transfer or exchange any note selected for redemption. Also, Ball is not required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Subsidiary Guarantees

Ball's payment obligations under the notes will be fully and unconditionally guaranteed by each of Ball's current and future Domestic Subsidiaries that guarantee any other Indebtedness of Ball, other than Ball Capital Corp. II, Ball Asia Pacific, the Excluded Subsidiaries and Subsidiaries designated as Unrestricted Subsidiaries. Ball's payment obligations under the notes will not be guaranteed by any of Ball's Foreign Subsidiaries. The subsidiary guarantees will be joint and several obligations of the Guarantors.

Each subsidiary guarantee will be limited to an amount not to exceed the maximum amount that can be guaranteed by the applicable Guarantor without rendering the applicable subsidiary guarantee voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally or otherwise being void, voidable or unenforceable under any bankruptcy, reorganization, insolvency, liquidation or other similar legislation or legal principals. If a subsidiary guarantee were to be rendered voidable, it could be subordinated by a court to all other Indebtedness, including guarantees and other contingent liabilities, of the applicable Guarantor, and depending on the amount of such Indebtedness, a Guarantor's liability on its subsidiary guarantee could be reduced to zero. See "Risk Factors Risks Related to the Notes The subsidiary guarantees of the notes could be subordinated or voided by a court."

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into, whether or not such Guarantor is the surviving Person, another Person, other than Ball or another Guarantor, unless:

- (1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

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(2) either:

(a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger, if other than the Guarantor, assumes all the obligations of that Guarantor under the indenture and its subsidiary guarantee pursuant to a supplemental indenture in form and substance reasonably satisfactory to the trustee; or

(b) such sale or other disposition does not violate the "Asset Sale" provisions of the indenture.

The subsidiary guarantee of a Guarantor will be released:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor, including by way of merger, consolidation or otherwise, to a Person that is not (either before or after giving effect to such transaction) Ball or a Restricted Subsidiary of Ball, if the sale or other disposition does not violate the "Asset Sale" provisions of the indenture;

(2) in connection with any sale or other disposition of all of the Capital Stock of a Guarantor, including by way of a dividend of the Capital Stock of such Guarantor to the stockholders of Ball, to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of Ball, if the sale or other disposition does not violate the "Asset Sale" or "Restricted Payments" provisions of the indenture;

(3) if Ball designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the indenture;

(4) upon legal defeasance, covenant defeasance or satisfaction and discharge of the indenture as provided below under the captions " Legal Defeasance and Covenant Defeasance" and " Satisfaction and Discharge;" or

(5) upon release of such subsidiary Guarantor's Guarantee of all other Indebtedness of Ball.

See " Repurchase at the Option of Holders Asset Sales."

Optional Redemption

At any time prior to _____, 2013, Ball may, on any one or more occasions, redeem, in whole or in part, up to 35% of the aggregate principal amount of the notes, including additional notes, if any, issued under the indenture at a redemption price of par plus the stated interest rate, or _____ % of the principal amount of the notes redeemed, plus accrued and unpaid interest, if any, to the date of redemption (the "Redemption Date"), with the net cash proceeds of one or more Equity Offerings; *provided*, that:

(1) at least 65% of the aggregate principal amount of notes, including additional notes, if any, issued under the indenture remains outstanding immediately after the occurrence of such redemption, excluding notes held by Ball and its Subsidiaries; and

(2) the redemption occurs within 90 days of the date of the closing of such Equity Offering.

At any time prior to _____, 2015, Ball, at its option, may on one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of the notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to the Redemption Date, subject to the rights

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of holders of the notes on the relevant record date to receive interest due on the relevant interest payment date.

Except pursuant to the two preceding paragraphs, the notes will not be redeemable at Ball's option prior to _____, 2015.

On or after _____, 2015, Ball, at its option, may redeem all or a part of the notes, upon not less than 30 nor more than 60 days' notice, at the redemption prices, expressed as percentages of principal amount, set forth below, plus accrued and unpaid interest on the notes redeemed, to the applicable Redemption Date, if redeemed during the twelve-month period beginning on _____ of the years indicated below:

Year	Percentage
2015	%
2016	%
2017	%
2018 and thereafter	100.000%

Mandatory Redemption

Ball is not required to make mandatory redemption or sinking fund payments with respect to the notes.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, and Ball does not redeem the notes as described above under " Optional Redemption" within 60 days after the Change of Control, each holder of notes will have the right to require Ball to repurchase all or any part, equal to \$1,000 or an integral multiple of \$1,000, of that holder's notes pursuant to a Change of Control Offer on the terms set forth in the indenture. In the Change of Control Offer, Ball will offer a Change of Control Payment in cash equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest on the notes repurchased, to the date of purchase. Within 30 days following any Change of Control or, at Ball's option, prior to the consummation of such Change of Control but after the public announcement thereof, Ball will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. Ball will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the indenture, Ball will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the indenture by virtue of such compliance.

On the Change of Control Payment Date, Ball will, to the extent lawful:

- (1) accept for payment all notes or portions of notes (in integral multiples of \$1,000) properly tendered pursuant to the Change of Control Offer;
- (2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and

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(3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of notes being purchased by Ball.

The paying agent will promptly mail to each holder of notes properly tendered the Change of Control Payment for such notes, and the trustee will promptly authenticate and mail, or cause to be transferred by book entry, to each holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any; *provided*, that each new note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

The provisions described above that require Ball to make a Change of Control Offer following a Change of Control will be applicable whether or not any other provisions of the indenture are applicable. Except as described above with respect to a Change of Control, the indenture does not contain provisions that permit the holders of the notes to require that Ball repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

Ball will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by Ball and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the indenture as described above under the caption " Optional Redemption," unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditioned upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

The definition of Change of Control includes a phrase relating to the sale, transfer, conveyance or other disposition of "all or substantially all" of the assets of Ball and its Restricted Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require Ball to repurchase the notes as a result of a sale, transfer, conveyance or other disposition of less than all of the assets of Ball and its Restricted Subsidiaries taken as a whole to another Person or group may be uncertain.

Asset Sales

Ball will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

- (1) Ball or the Restricted Subsidiary, as the case may be, receives consideration (including assumption of liabilities) at the time of the Asset Sale at least equal to the fair market value (measured as of the date of the definitive agreement with respect to such Asset Sale) of the assets or Equity Interests issued or sold or otherwise disposed of;
- (2) the fair market value is determined by Ball's Board of Directors or Chief Financial Officer and evidenced by an officers' certificate delivered to the trustee with respect to any Asset Sale determined to have a fair market value greater than \$100 million; and
- (3) at least 75% of the consideration received in the Asset Sale by Ball or such Restricted Subsidiary is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:
 - (a) any liabilities, as shown on Ball's or such Restricted Subsidiary's most recent consolidated balance sheet, of Ball or any Restricted Subsidiary, other than

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contingent liabilities and liabilities of Ball that are by their terms subordinated to the notes or any subsidiary guarantee, that are assumed by the transferee of any such assets;

(b) any securities, notes or other obligations received by Ball or any such Restricted Subsidiary from such transferee that are converted by Ball or such Restricted Subsidiary into cash within 180 days after the consummation of such Asset Sale, to the extent of the cash received in that conversion;

(c) any Designated Noncash Consideration received by Ball or any of its Restricted Subsidiaries in such Asset Sale; *provided*, that the aggregate fair market value, as determined above, of such Designated Noncash Consideration, taken together with the fair market value at the time of receipt of all other Designated Noncash Consideration received pursuant to this clause (c) less the amount of Net Proceeds previously realized in cash from prior Designated Noncash Consideration is less than 7.5% of Total Assets at the time of the receipt of such Designated Noncash Consideration, with the fair market value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value; and

(d) Additional Assets;

provided, that this clause (3) will not be applicable to any sale or other disposition of all or a portion of the business constituting the aerospace and technologies segment of Ball.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, Ball (or the applicable Restricted Subsidiary, as the case may be) may, at its option and to the extent Ball elects, apply those Net Proceeds:

- (1) to repay Indebtedness and other Obligations under any Credit Facility;
- (2) to acquire all or substantially all of the assets of, or any Capital Stock of, another Permitted Business, if, after giving effect to any such acquisition of Capital Stock, the Permitted Business is or becomes a Restricted Subsidiary of Ball;
- (3) to make a capital expenditure in a Permitted Business;
- (4) to acquire other long-term assets that are used or useful in a Permitted Business; or
- (5) to make an Investment in Additional Assets; *provided*, that Ball will be deemed to have complied with this clause (5) if, within 365 days of such Asset Sale, Ball shall have entered into a definitive agreement covering such Investment which is thereafter completed within 365 days after the first anniversary of such Asset Sale.

Pending the final application of any Net Proceeds, Ball (or the applicable Restricted Subsidiary) may temporarily reduce Indebtedness or otherwise invest the Net Proceeds in any manner that is not prohibited by the indenture.

Any Net Proceeds from Asset Sales that are not applied or invested as provided in the second preceding paragraph of this covenant will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds \$50 million, Ball will make an Asset Sale Offer to all holders of notes and all holders of other Indebtedness that is *pari passu* with the notes containing provisions similar to those set forth in the indenture with respect to offers to purchase or redeem with the proceeds of sales of assets to purchase the maximum principal amount of notes and such other *pari passu* Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of principal amount plus accrued and unpaid interest to the date of purchase and will be payable in

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cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, Ball may use those Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and other *pari passu* Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee will select the notes and the Company or its agent will select such other *pari passu* Indebtedness to be purchased on a pro rata basis or otherwise in accordance with DTC policies and procedures. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

Ball will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of notes pursuant to a Change of Control or an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control or Asset Sale provisions of the indenture, Ball will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control or Asset Sale provisions of the indenture by virtue of such compliance.

The agreements governing Ball's other Indebtedness, in particular the Existing Credit Facilities, contain, and future agreements may contain, prohibitions of certain events, including events that would constitute a Change of Control or an Asset Sale and repurchases of or other prepayments in respect of the notes. In addition, the exercise by the holders of notes of their right to require Ball to repurchase the notes upon a Change of Control or an Asset Sale could cause a default under these other agreements, even if the Change of Control or Asset Sale itself does not, due to the financial effect of such repurchases on Ball. Finally, Ball's ability to pay cash to the holders of notes upon a repurchase may be limited by Ball's then existing financial resources. See "Risk Factors Risks Related to the Notes We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture governing the notes."

Selection and Notice

If less than all of the notes are to be redeemed at any time, the trustee will select notes for redemption as follows:

- (1) if the notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which the notes are listed; or
- (2) if the notes are not listed on any national securities exchange, on a pro rata basis (unless otherwise required by law or applicable stock exchange or depositary requirements).

No notes of \$2,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail at least 30 but not more than 60 days before the Redemption Date to each holder of notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a Redemption Date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of that note that is to be redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the holder of notes upon cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. On and after the Redemption Date, interest ceases to accrue on notes or portions of notes called for redemption.

Any notice of any redemption may, at Ball's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a sale of common stock or other corporate transaction.

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Certain Covenants

Changes in Covenants when Notes Rated Investment Grade

If on any date following the date of the fifth supplemental indenture:

- (1) the notes are rated Investment Grade by at least two of the Rating Agencies; and
- (2) no Default or Event of Default shall have occurred and be continuing,

then, beginning on that day and continuing at all times thereafter regardless of any subsequent changes in the rating of the notes, the covenants specifically listed under the following captions in this description of notes will no longer be applicable to the notes:

- (1) " Repurchase at the Option of Holders Asset Sales;"
- (2) " Restricted Payments;"
- (3) " Incurrence of Indebtedness and Issuance of Disqualified and Preferred Stock;"
- (4) " Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries;"
- (5) " Designation of Restricted and Unrestricted Subsidiaries;"
- (6) " Transactions with Affiliates;" and
- (7) clause (4) of the covenant listed under " Merger, Consolidation or Sale of Assets."

There can be no assurance that the notes will ever achieve an investment grade rating.

Restricted Payments

Ball will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

- (1) declare or pay any dividend or make any other payment or distribution on account of Ball's Equity Interests, including, without limitation, any payment in connection with any merger or consolidation involving Ball, or to the direct or indirect holders of Ball's Equity Interests in their capacity as such, other than dividends or distributions payable in Equity Interests, other than Disqualified Stock, of Ball;
- (2) purchase, redeem or otherwise acquire or retire for value, including, without limitation, in connection with any merger or consolidation involving Ball, any Equity Interests of Ball;
- (3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of Ball or any Guarantor that is contractually subordinated to the notes or the subsidiary guarantees (excluding any intercompany Indebtedness between or among Ball and any of its Restricted Subsidiaries), except a payment of interest or principal at the Stated Maturity thereof; *provided*, that this restriction does not apply to a purchase, redemption or defeasance made in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of date of such purchase, redemption or defeasance; or
- (4) make any Restricted Investment,

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(all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "Restricted Payments") unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment; and

(2) Ball would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption " Incurrence of Indebtedness and Issuance of Disqualified and Preferred Stock;" and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by Ball or any of its Restricted Subsidiaries after August 10, 1998, excluding Restricted Payments permitted by clauses (2), (3), (4), (6) and (10) of the next paragraph, is less than the sum, without duplication, of:

(a) 50% of the Consolidated Net Income of Ball for the period, taken as one accounting period, from the beginning of the first fiscal quarter commencing August 10, 1998 to the end of Ball's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment, or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit, *plus*

(b) 100% of the aggregate net cash proceeds or the fair market value of property other than cash received by Ball since August 10, 1998 as a contribution to its common equity capital or from the issue or sale of Equity Interests of Ball, other than Disqualified Stock, or from the issue or sale of Disqualified Stock or debt securities of Ball that have been converted into or exchanged for such Equity Interests, other than Equity Interests, Disqualified Stock or debt securities sold to a Restricted Subsidiary of Ball, *plus*

(c) to the extent not already included in Consolidated Net Income of Ball for such period and without duplication, any Restricted Investment that was made by Ball or any of its Restricted Subsidiaries after August 10, 1998 is sold for cash or otherwise liquidated or repaid for cash, or any Unrestricted Subsidiary which is designated as an Unrestricted Subsidiary subsequent to August 10, 1998 is sold for cash or otherwise liquidated or repaid for cash or redesignated as a Restricted Subsidiary, 100% of the cash return of capital with respect to such Restricted Investment or Unrestricted Subsidiary, less the cost of disposition, if any, plus 50% of the excess of the fair market value of Ball's Investment in such Unrestricted Subsidiary as of the date of such redesignation over the amount of the Restricted Investment that reduced this clause (c); *provided*, that any amounts that increase this clause (3) shall not duplicatively increase amounts available as Permitted Investments.

The preceding provisions will not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of the indenture;

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(2) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale, other than to a Restricted Subsidiary of Ball, of Equity Interests of Ball (other than Disqualified Stock) or from the substantially concurrent contribution of common equity capital to Ball; *provided*, that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition will be excluded from clause (3)(b) of the preceding paragraph;

(3) the payment, purchase, defeasance, retirement, redemption, repurchase or other acquisition (a) of subordinated Indebtedness of Ball or any Restricted Subsidiary of Ball with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness or (b) of any Disqualified Stock of Ball in exchange for, or out of the net cash proceeds of the substantially concurrent sale of, Disqualified Stock of Ball that is not prohibited by the terms of the indenture to be issued;

(4) the payment of dividends on Ball's common stock up to a combined amount of \$75 million per annum; *provided*, that up to \$20 million of such amount that is not utilized by Ball to pay dividends in any calendar year may be carried forward to any subsequent year;

(5) (a) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of Ball that are held by any member of Ball's, or any of its Restricted Subsidiaries', management pursuant to any management equity subscription agreement or stock option agreement or (b) the repurchase of Equity Interests of Ball or any Restricted Subsidiary of Ball held by employee benefits plans, whether directly or for employees, directors or former directors, pursuant to the terms of agreements, other than management equity subscription agreements or stock option agreements, approved by Ball's Board of Directors; provided that, in the case of foregoing clause (a), the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed \$50 million in the aggregate since the date of the fifth supplemental indenture and, in the case of foregoing clause (b), the aggregate purchase price paid for all such repurchased Equity Interests shall not exceed \$25 million in any twelve-month period;

(6) the repurchase of Equity Interests deemed to occur upon the exercise of stock options to the extent such Equity Interests represent a portion of the exercise price of those stock options;

(7) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to Ball or a Restricted Subsidiary of Ball by, Unrestricted Subsidiaries;

(8) the payment of any dividend by a Restricted Subsidiary to the holders of all of its Equity Interests on a pro rata basis;

(9) other Restricted Payments in an aggregate amount since the date of the fifth supplemental indenture not to exceed \$150 million under this clause (9); and

(10) other Restricted Payments of the kind contemplated by clause (1) or (2) of the definition of Restricted Payments if, immediately after giving effect to such Restricted Payment as if it had occurred at the beginning of Ball's most recently ended four full fiscal quarters for which internal financial statements are available, Ball's Leverage Ratio would have been less than 3.5 to 1.0;

provided, that, with respect to clauses (4), (9) and (10) above, no Default or Event of Default shall have occurred and be continuing immediately after such transaction or as a consequence thereof.

The amount of all Restricted Payments, other than cash, will be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by Ball or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market

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value of any assets or securities that are required to be valued by this covenant will be determined by the Board of Directors of Ball whose resolution with respect thereto will be delivered to the trustee.

If any Restricted Investment is sold or otherwise liquidated or repaid or any dividend or payment is received by Ball or a Restricted Subsidiary of Ball and such amounts may be credited to clause (c) above, then such amounts will be credited only to the extent of amounts not otherwise included in Consolidated Net Income and that do not otherwise increase the amount available as a Permitted Investment.

Incurrence of Indebtedness and Issuance of Disqualified and Preferred Stock

Ball will not, and will not permit any of its Restricted Subsidiaries to Incur any Indebtedness, including Acquired Debt, and Ball will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; *provided*, however, that Ball may Incur Indebtedness, including Acquired Debt, or issue Disqualified Stock, and any of Ball's Restricted Subsidiaries may Incur Indebtedness, if the Fixed Charge Coverage Ratio for Ball's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is Incurred or such Disqualified Stock is issued would have been at least 2.0 to 1, determined on a pro forma basis, including a pro forma application of the net proceeds therefrom, as if the additional Indebtedness had been Incurred or the Disqualified Stock had been issued, as the case may be, at the beginning of such four-quarter period.

The first paragraph of this covenant will not prohibit the Incurrence of any of the following items of Indebtedness, Disqualified Stock or the issuance of preferred stock, as applicable (collectively, "Permitted Debt"):

- (1) the Incurrence by Ball or any of its Restricted Subsidiaries of Indebtedness under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of Ball and its Restricted Subsidiaries thereunder) not to exceed \$2.5 billion less the aggregate amount of all Net Proceeds of Asset Sales applied by Ball or any of its Restricted Subsidiaries since the date of the fifth supplemental indenture to repay any term Indebtedness under any credit facility or to repay any revolving credit Indebtedness under any credit facility pursuant to the covenant described above under the caption " Repurchase at the Option of Holders Asset Sales;"
- (2) the Incurrence by Ball and its Restricted Subsidiaries of the Existing Indebtedness;
- (3) the Incurrence by Ball and the Guarantors of Indebtedness represented by the notes and the subsidiary guarantees to be issued on the date of the fifth supplemental indenture;
- (4) the Incurrence by Ball or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, Incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of Ball or any of its Restricted Subsidiaries, in an aggregate principal amount, including all Permitted Refinancing Indebtedness Incurred to refund, refinance or replace any Indebtedness Incurred pursuant to this clause (4), not to exceed 7.5% of Total Assets at any time outstanding;
- (5) the Incurrence by Ball or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness;

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(6) the Incurrence by Ball or any of its Restricted Subsidiaries of intercompany Indebtedness between or among Ball and any of its Restricted Subsidiaries; *provided, however*, that:

(a) if Ball or any Guarantor is the obligor on such Indebtedness and the payee is not Ball or a Guarantor, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the notes, in the case of Ball, or any such Guarantor's subsidiary guarantee, in the case of a Guarantor; and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than Ball or a Restricted Subsidiary of Ball and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either Ball or a Restricted Subsidiary of Ball will be deemed, in each case, to constitute an Incurrence of such Indebtedness by Ball or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the Incurrence by Ball or any of its Restricted Subsidiaries of Hedging Obligations that are Incurred in the normal course of business and not for speculative purposes;

(8) the Incurrence by Ball or any of its Restricted Subsidiaries of Indebtedness in the ordinary course of business solely in respect of performance, bid, surety, appeal and similar bonds, completion or performance guarantees or standby letters of credit (not supporting Indebtedness for borrowed money) issued for the purpose of supporting workers' compensation liabilities of Ball or any of its Restricted Subsidiaries;

(9) the Incurrence of Indebtedness arising from agreements of Ball or a Restricted Subsidiary of Ball providing for indemnification, adjustment of purchase price or similar obligations, in each case, Incurred or assumed in connection with the disposition of any business, assets or a Subsidiary;

(10) the Incurrence by a Restricted Subsidiary of Ball of Indebtedness in connection with, and in contemplation of, the concurrent disposition of such Restricted Subsidiary to the stockholders of Ball; *provided*, that such disposition occurs concurrently with such Incurrence and, following such disposition, neither Ball nor any of its Restricted Subsidiaries has any liability with respect to such Indebtedness;

(11) the Incurrence by a Securitization Entity of Indebtedness in a Qualified Securitization Transaction that is Non-Recourse Debt with respect to Ball and its Restricted Subsidiaries (other than Securitization Entities), except for Standard Securitization Undertakings and Limited Originator Recourse;

(12) the guarantee by Ball or any Restricted Subsidiary of Indebtedness of Ball or a Restricted Subsidiary of Ball that was permitted to be Incurred by another provision of this covenant;

(13) the Incurrence of Indebtedness of Ball or a Restricted Subsidiary owed to, including obligations in respect of letters of credit for the benefit of, any Person in connection with workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance provided by such Person to Ball or a Restricted Subsidiary of Ball, pursuant to reimbursement or indemnification obligations to such Person, in each case Incurred in the ordinary course of business;

(14) the Incurrence of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in

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the ordinary course of business, *provided* that such Indebtedness is extinguished within two business days of its Incurrence;

(15) the issuance of shares of preferred stock by a Restricted Subsidiary to Ball or another Restricted Subsidiary; *provided* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of preferred stock (except to Ball or another Restricted Subsidiary) shall be deemed in each case to be an issuance of such shares of preferred stock that was not permitted by this clause (15); and

(16) the Incurrence by Ball or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount, or accreted value, as applicable, at any time outstanding, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness Incurred pursuant to this clause (16), not to exceed \$350 million.

Ball will not Incur any Indebtedness (including Permitted Debt) that is contractually subordinated in right of payment to any other Indebtedness of Ball unless such Indebtedness is also contractually subordinated in right of payment to the notes on substantially identical terms; *provided, however*, that no Indebtedness of Ball will be deemed to be contractually subordinated in right of payment to any other Indebtedness of Ball solely by virtue of being unsecured or by virtue of being secured on first or junior Lien basis.

For purposes of determining compliance with this covenant, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (16) above, or is entitled to be Incurred pursuant to the first paragraph of this covenant, Ball, in its sole discretion, will be permitted to classify such item of Indebtedness on the date of its Incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant, except that Indebtedness under Credit Facilities outstanding on the date on which notes are first issued and authenticated under the fifth supplemental indenture will initially be deemed to have been Incurred on such date in reliance on the exception provided by clause (1) of the definition of Permitted Debt. The accrual of interest, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same or substantially similar terms, the reclassification of Equity Interests as Indebtedness due to a change in accounting principles, and the payment of dividends on Disqualified Stock in the form of additional shares of the same or a substantially similar class of Disqualified Stock will not be deemed to be an Incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of this covenant. For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be utilized, calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that Ball or any Restricted Subsidiary may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

Liens

Ball will not, and will not permit any of its Restricted Subsidiaries to create, incur, assume or suffer to exist any Lien of any kind securing Indebtedness, Attributable Debt or trade payables, other than Permitted Liens, upon any of their property or assets, now owned or hereafter acquired, unless all payments due under the indenture and the notes are secured on an equal and ratable basis with the obligations so secured until such time as such obligations are no longer secured by a Lien.

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Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

Ball will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

- (1) pay dividends or make any other distributions on its Capital Stock to Ball or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to Ball or any of its Restricted Subsidiaries;
- (2) make loans or advances to Ball or any of its Restricted Subsidiaries; or
- (3) transfer any of its properties or assets to Ball or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

- (1) agreements governing Existing Indebtedness as in effect on the date of the fifth supplemental indenture;
- (2) other encumbrances and restrictions in effect on the date of the fifth supplemental indenture;
- (3) any Credit Facilities, including the Existing Credit Facilities, as in effect on the date of the fifth supplemental indenture, and any extensions, amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof and other Credit Facilities not prohibited under the indenture, *provided*, that the extensions, amendments, modifications, restatements, renewals, increases, supplements, refundings, replacement or refinancings and other Credit Facilities are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in the Existing Credit Facilities on the date of the fifth supplemental indenture;
- (4) the several indentures governing the notes, the Existing Senior Notes and the related subsidiary guarantees;
- (5) applicable law or any rule, regulation or order;
- (6) existing with respect to any Person or the property or assets of such person acquired by Ball or any of its Restricted Subsidiaries as in effect at the time of such acquisition, and not incurred in connection with or in contemplation of such acquisition, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired, *provided*, that in the case of Indebtedness, such Indebtedness was permitted by the terms of the indenture to be incurred;
- (7) customary non-assignment provisions in leases or other contracts entered into in the ordinary course of business;
- (8) purchase money obligations for property acquired in the ordinary course and Capital Lease Obligations of business that impose restrictions on the property purchased or leased of the nature described in clause (3) of the preceding paragraph;
- (9) Indebtedness of Restricted Subsidiaries; *provided*, that such Indebtedness was not prohibited under the indenture;
- (10) Permitted Refinancing Indebtedness; *provided*, that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more

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restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(11) Liens securing Indebtedness otherwise permitted to be incurred under the provisions of the covenant described above under the caption " Liens" that limit the right of the debtor to dispose of the assets subject to such Liens;

(12) provisions limiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements entered into in the ordinary course of business;

(13) any Purchase Money Note, or other Indebtedness or other contractual requirements of a Securitization Entity in connection with a Qualified Securitization Transaction; *provided*, that such restrictions may only apply to such Securitization Entity;

(14) any restriction with respect to a Restricted Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Capital Stock or assets of such Restricted Subsidiary pending the closing of such sale or disposition;

(15) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business; and

(16) any encumbrance or restriction of the type referred to in clauses (1) through (3) of the first paragraph of this covenant above imposed by any extension, amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of an agreement, contract, instrument or obligation referred to in clauses (1) through (15) above that is not materially more restrictive, taken as a whole, than the encumbrance or restriction imposed by the applicable predecessor agreement, contract, instrument or obligation.

Merger, Consolidation or Sale of Assets

Ball may not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not Ball is the surviving corporation) or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of Ball and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either:

(a) Ball is the surviving corporation; or

(b) the Person formed by or surviving any such consolidation or merger, if other than Ball, or to which such sale, assignment, transfer, conveyance or other disposition has been made is a corporation organized or existing under the laws of the United States, any state of the United States or the District of Columbia and, if such entity is not a corporation, a co-obligor of the notes is a corporation organized or existing under any such laws;

(2) the Person formed by or surviving any such consolidation or merger, if other than Ball, or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of Ball under the notes and the indenture pursuant to agreements reasonably satisfactory to the trustee;

(3) immediately after such transaction, no Default or Event of Default exists; and

(4) either:

(a) except in the case of a merger of the Company with or into a Subsidiary, Ball or the Person formed by or surviving any such consolidation or merger, if other

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than Ball, or to which such sale, assignment, transfer, conveyance or other disposition has been made will, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption " Incurrence of Indebtedness and Issuance of Disqualified and Preferred Stock;" or

(b) the Fixed Charge Coverage Ratio for Ball or the entity or Person formed by or surviving any such consolidation or merger, if other than Ball, or to which such sale, assignment, transfer, conveyance or other disposition shall have been made would, immediately after giving pro forma effect thereto and any related financing transactions as if same had occurred at the beginning of the applicable four-quarter period, not be less than such Fixed Charge Coverage Ratio for Ball and its Restricted Subsidiaries immediately prior to such transaction,

provided, however, that clause (4) above does not apply if, in the good faith determination of the Board of Directors of Ball, whose determination shall be evidenced by a board resolution, the purpose of such transaction is to change the state of incorporation of Ball.

In addition, Ball may not, directly or indirectly, lease all or substantially all of the properties or assets of Ball and its Restricted Subsidiaries, taken as a whole, in one or more related transactions, to any other Person. This "Merger, Consolidation or Sale of Assets" covenant will not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among Ball and its Restricted Subsidiaries.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by Ball and its Restricted Subsidiaries in the Subsidiary properly designated will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the first paragraph of the covenant described above under the caption " Restricted Payments" or Permitted Investments, as determined by Ball. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors may at any time redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default. See "Certain Definitions Unrestricted Subsidiary."

Transactions with Affiliates

Ball will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate involving aggregate consideration in excess of \$10 million (each, an "Affiliate Transaction") unless:

(1) such Affiliate Transaction is on terms that are no less favorable to Ball or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by Ball or such Restricted Subsidiary with an unrelated Person; and

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(2) Ball delivers to the trustee:

(a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$50 million, a resolution of the Board of Directors of Ball set forth in an officers' certificate certifying that such Affiliate Transaction complies with clause (1) above and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of Ball; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$100 million, an opinion as to the fairness to Ball of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any employment agreement, employee benefit plan, officer or director indemnification agreement, service or termination agreement, or any similar arrangement entered into by Ball or any of its Restricted Subsidiaries in the ordinary course of business and payments pursuant thereto;

(2) transactions between or among Ball and/or its Restricted Subsidiaries;

(3) transactions between or among Ball and/or its Restricted Subsidiaries with Ball Asia Pacific and Permitted Joint Ventures on terms that are no less favorable to Ball and/or such Subsidiary than those that would have been obtained in a comparable transaction by Ball and/or such Subsidiary with an unrelated Person;

(4) any sale or other issuance of Equity Interests, other than Disqualified Stock, to Affiliates of Ball;

(5) Restricted Payments and Investments that do not violate the provisions of the indenture described above under the caption " Restricted Payments;"

(6) fees and compensation paid to members of the Board of Directors of Ball and its Restricted Subsidiaries in their capacity as such;

(7) advances to employees for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business;

(8) fees and compensation paid to, and indemnity provided on behalf of, officers, directors or employees of Ball or any of its Restricted Subsidiaries, as determined by the Board of Directors of Ball or of any such Restricted Subsidiary, to the extent such fees and compensation are reasonable and customary;

(9) transactions effected as part of a Qualified Securitization Transaction;

(10) the grant of stock options or similar rights to officers, employees, consultants and directors of Ball and, to the extent otherwise permitted under the indenture, to any Restricted Subsidiary, pursuant to plans approved by the Board of Directors of Ball and the issuance of securities pursuant thereto; and

(11) transactions pursuant to any arrangement, contract or agreement in existence on the date of the fifth supplemental indenture, as such arrangement may be amended or restated, renewed, extended, refinanced, refunded or replaced from time to time, provided that any such amendment or restatement, renewal, extension, refinancing, refund or replacement is on terms and conditions not materially less favorable to Ball or its Restricted Subsidiaries taken as a

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whole than the arrangement, contract or agreement in existence on the date of the fifth supplemental indenture.

Sale and Leaseback Transactions

Ball will not, and will not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction; *provided*, that Ball or a Restricted Subsidiary may enter into a sale and leaseback transaction if:

(1) Ball or such Restricted Subsidiary, as applicable, could have incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction pursuant to the covenant described above under the caption " Incurrence of Indebtedness and Issuance of Disqualified and Preferred Stock;"

(2) the gross cash proceeds of such sale and leaseback transaction are at least equal to the fair market value, as determined in good faith by the Board of Directors and set forth in an officers' certificate delivered to the trustee, of the property that is the subject of that sale and leaseback transaction; and

(3) the transfer of assets in that sale and leaseback transaction is permitted by, and Ball applies the proceeds of such transaction in compliance with, the covenant described above under the caption " Repurchase at the Option of Holders Asset Sales."

Additional Subsidiary Guarantees

If Ball or any of its Restricted Subsidiaries acquires or creates another Domestic Subsidiary after the date of the fifth supplemental indenture and such newly acquired or created Domestic Subsidiary guarantees (or is a guarantor of) any other Indebtedness of Ball, then that newly acquired or created Domestic Subsidiary will become a Guarantor and execute a supplemental indenture to the trustee within 20 business days of the date on which it was acquired or created; *provided*, that this covenant does not apply to any Subsidiary that has properly been designated as an Unrestricted Subsidiary in accordance with the indenture for so long as it continues to constitute an Unrestricted Subsidiary or to any Excluded Subsidiary for so long as it continues to constitute an Excluded Subsidiary.

Reports

Whether or not required by the rules and regulations of the SEC, so long as any notes are outstanding, Ball will furnish to the trustee and the holders of notes or cause the trustee to furnish to the holders of the notes (or file with the SEC for public availability), within the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if Ball were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by Ball's certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if Ball were required to file such reports.

In addition, whether or not required by the SEC, Ball will file a copy of all of the information and reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the SEC's rules and regulations unless the SEC will not accept such a filing, and make such information available to securities analysts and prospective investors upon request.

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In addition, for so long as any notes remain outstanding, Ball and the Guarantors will furnish to the holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

If Ball is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, Ball will nevertheless continue filing the reports specified in the preceding paragraphs of this covenant with the SEC within the time periods specified above unless the SEC will not accept such a filing. Ball agrees that it will not take any action for the purpose of causing the SEC not to accept any such filings. If, notwithstanding the foregoing, the SEC will not accept Ball's filings for any reason, Ball will post the reports referred to in the preceding paragraphs on its website within the time periods that would apply if Ball were required to file those reports with the SEC.

Events of Default and Remedies

Each of the following is an Event of Default:

- (1) default for 30 days in the payment when due of interest on the notes;
- (2) default in payment when due of the principal of, or premium, if any, on the notes;
- (3) failure by Ball or any of its Restricted Subsidiaries to comply with the provisions described under the caption " Certain Covenants Merger, Consolidation or Sale of Assets;"
- (4) failure by Ball or any of its Restricted Subsidiaries for 30 days after notice to comply with the provisions described under the captions " Repurchase at the Option of Holders Change of Control," " Repurchase at the Option of Holders Asset Sales," " Certain Covenants Restricted Payments" or " Certain Covenants Incurrence of Indebtedness and Issuance of Disqualified and Preferred Stock;"
- (5) failure by Ball or any of its Restricted Subsidiaries for 60 days after notice to comply with any of the other agreements in the indenture or the notes;
- (6) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Ball or any of its Restricted Subsidiaries (other than a Securitization Entity) (or the payment of which is guaranteed by Ball or any of its Restricted Subsidiaries (other than a Securitization Entity)) whether such Indebtedness or guarantee now exists, or is created after the date of the fifth supplemental indenture, if that default:
 - (a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness on or before the expiration of the grace period provided in such Indebtedness on the date of such default (a "Payment Default"); or
 - (b) results in the acceleration of such Indebtedness prior to its express maturity; and
 - (c) in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$50 million or more or its foreign currency equivalent;
- (7) failure by Ball or any of its Restricted Subsidiaries to pay final judgments aggregating in excess of \$50 million or its foreign currency equivalent, excluding amounts covered by insurance, which judgments are not paid, discharged or stayed for a period of 60 days;

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(8) except as permitted by the indenture, any subsidiary guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any Guarantor, or any Person acting on behalf of any Guarantor, denies or disaffirms its obligations under its subsidiary guarantee; and

(9) certain events of bankruptcy or insolvency described in the indenture with respect to Ball or any of its Restricted Subsidiaries that is a Significant Subsidiary.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to Ball or any Restricted Subsidiary of Ball that is a Significant Subsidiary, all outstanding notes will become due and payable immediately without further action or notice. Under certain circumstances, holders of a majority in principal amount of the outstanding notes may rescind any such acceleration with respect to the notes and its consequences. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in principal amount of the then outstanding notes may declare all the notes to be due and payable immediately.

Holders of the notes may not enforce the indenture or the notes except as provided in the indenture. Subject to certain limitations, holders of a majority in aggregate principal amount of the then outstanding notes may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal or interest.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an Event of Default occurs and is continuing, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of notes unless such holders have offered to the trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, or interest when due, no holder of a note may pursue any remedy with respect to the indenture or the notes unless:

- (1) such holder has previously given the trustee notice that an Event of Default is continuing;
- (2) holders of at least 25% in aggregate principal amount of the then outstanding notes have requested the trustee to pursue the remedy;
- (3) such holders have offered the trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;
- (4) the trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and
- (5) holders of a majority in aggregate principal amount of the then outstanding notes have not given the trustee a direction inconsistent with such request within such 60-day period.

The holders of a majority in aggregate principal amount of the notes then outstanding by notice to the trustee may on behalf of the holders of all of the notes waive any existing Default or Event of Default and its consequences under the indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, the notes.

In the case of any Event of Default occurring by reason of any willful action or inaction taken or not taken by or on behalf of Ball with the intention of avoiding payment of the premium that Ball would have had to pay if Ball then had elected to redeem the notes pursuant to the optional redemption provisions of the indenture, an equivalent premium will also become and be immediately due and payable to the extent permitted by law upon the acceleration of the notes.

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Ball is required to deliver to the trustee annually a statement regarding compliance with the indenture. Upon becoming aware of any Default or Event of Default, Ball is required to deliver to the trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of Ball or any Guarantor, as such, will have any liability for any obligations of Ball or the Guarantors under the notes, the indenture, the subsidiary guarantees, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

Ball may, at its option and at any time elect to have all of its obligations discharged with respect to the outstanding notes and all obligations of the Guarantors discharged with respect to their subsidiary guarantees ("Legal Defeasance") except for:

- (1) the rights of holders of outstanding notes to receive payments in respect of the principal of, or interest or premium on such notes when such payments are due from the trust referred to below;
- (2) Ball's obligations with respect to the notes concerning issuing temporary notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;
- (3) the rights, powers, trusts, duties and immunities of the trustee, and Ball's and the Guarantors' obligations in connection therewith; and
- (4) the Legal Defeasance and Covenant Defeasance (as defined below) provisions of the indenture.

In addition, Ball may, at its option and at any time, elect to have the obligations of Ball and its Restricted Subsidiaries released with respect to certain covenants (including its obligation to make Change of Control Offers and Asset Sale Offers) that are described in the indenture ("Covenant Defeasance") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, certain events, not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events, described under " Events of Default and Remedies" will no longer constitute an Event of Default with respect to the notes. If Ball exercises its Legal Defeasance option, each Guarantor will be released from all of its obligations with respect to its Guarantee. Ball may exercise its Legal Defeasance option notwithstanding its prior exercise of its Covenant Defeasance option.

In order to exercise either Legal Defeasance or Covenant Defeasance:

- (1) Ball must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the notes, cash in U.S. dollars, non-callable U.S. government securities, or a combination of cash in U.S. dollars and non-callable U.S. government securities, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm of independent public accountants, to pay the principal of, or interest and premium on the outstanding notes on the Stated Maturity or on the applicable Redemption Date, as the case may be, and Ball must specify whether the notes are being defeased to maturity or to a particular Redemption Date;

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(2) in the case of Legal Defeasance, Ball has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) Ball has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the fifth supplemental indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, Ball has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit, other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness), and the granting of Liens to secure such borrowings;

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which Ball or any of its Subsidiaries is a party or by which Ball or any of its Subsidiaries is bound;

(6) Ball must deliver to the trustee an officers' certificate stati