UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended **March 28, 2010**

Commission file number 1-7349

BALL CORPORATION

State of Indiana 35-0160610

10 Longs Peak Drive, P.O. Box 5000
Broomfield, CO 80021-2510
303/469-3131

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit and post such files). Yes o No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer x   Accelerated filer o
Non-accelerated filer o   Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No x

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at April 25, 2010
Common Stock, without par value	92,330,345 shares

Ball Corporation and Subsidiaries
QUARTERLY REPORT ON FORM 10-Q
For the period ended March 28, 2010

INDEX

		Page Number
PART I.	FINANCIAL INFORMATION:	
Item 1.	Financial Statements	
	Unaudited Condensed Consolidated Statements of Earnings for the Three Months Ended March 28, 2010, and March 29, 2009	1
	Unaudited Condensed Consolidated Balance Sheets at March 28, 2010, and December 31, 2009	2
	Unaudited Condensed Consolidated Statements of Cash Flows for the Three Months Ended March 28, 2010, and March 29, 2009	3
	Notes to Unaudited Condensed Consolidated Financial Statements	4
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	20
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	27
Item 4.	Controls and Procedures	28
PART II.	OTHER INFORMATION	30

PART I. FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

BALL CORPORATION
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS

($ in millions, except per share amounts)	Three Months Ended March 28, 2010	Three Months Ended March 29, 2009
Net sales	**$ 1,706.2**	**$ 1,585.6**
Costs and expenses		
Cost of sales (excluding depreciation and amortization)	1,420.4	1,312.5
Depreciation and amortization (Notes 8 and 10)	71.7	66.7
Selling, general and administrative	84.7	75.2
Business consolidation and other activities (Note 5)	1.7	5.0
	1,578.5	1,459.4
Earnings before interest and taxes	**127.7**	**126.2**
Interest expense	(33.9)	(25.8)
Earnings before taxes	93.8	100.4
Tax provision	(19.1)	(28.1)
Equity in results of affiliates	4.7	(2.7)
Net earnings	**79.4**	**69.6**
Less earnings attributable to noncontrolling interests	(0.1)	(0.1)
Net earnings attributable to Ball Corporation	**$ 79.3**	**$ 69.5**
Earnings per share (Note 15):		
Basic	$ 0.85	$ 0.74
Diluted	$ 0.84	$ 0.73
Weighted average shares outstanding (*000s*) (Note 15)**:**		
Basic	93,053	93,544
Diluted	94,438	94,673
Cash dividends declared and paid, per share	$ 0.10	$ 0.10

See accompanying notes to unaudited condensed consolidated financial statements.

BALL CORPORATION
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS

($ in millions)	March 28, 2010	December 31, 2009
Assets		
Current assets		
Cash and cash equivalents	$ 391.4	$ 210.6
Receivables, net (Note 6)	986.7	548.2
Inventories, net (Note 7)	1,019.4	944.2
Current derivative contracts (Note 16)	78.2	100.1
Deferred taxes and other current assets	111.8	120.2
Total current assets	2,587.5	1,923.3
Property, plant and equipment, net (Note 8)	1,875.7	1,949.0
Goodwill (Note 9)	2,044.0	2,114.8
Noncurrent derivative contracts (Note 16)	84.0	80.6
Intangibles and other assets, net (Note 10)	444.5	420.6
Total Assets	**$ 7,035.7**	**$ 6,488.3**
Liabilities and Shareholders' Equity		
Current liabilities		
Short-term debt and current portion of long-term debt (Notes 6 and 11)	$ 366.7	$ 312.3
Callable long-term debt (Note 11)	509.0	–
Accounts payable	746.1	623.1
Accrued employee costs	184.2	214.7
Current derivative contracts (Note 16)	62.3	83.2
Other current liabilities	173.1	195.3
Total current liabilities	2,041.4	1,428.6
Long-term debt (Note 11)	2,317.9	2,283.9
Employee benefit obligations (Note 12)	997.9	1,013.2
Noncurrent derivative contracts (Note 16)	36.9	48.0
Deferred taxes and other liabilities	129.2	131.6
Total liabilities	5,523.3	4,905.3
Contingencies (Note 17)		
Shareholders' equity (Notes 13 and 14)		
Common stock (161,842,127 shares issued – 2010; 161,513,274 shares issued – 2009)	843.3	830.8
Retained earnings	2,467.1	2,397.1
Accumulated other comprehensive earnings (loss)	(92.3)	(63.8)
Treasury stock, at cost (69,634,775 shares – 2010; 67,492,705 shares – 2009)	(1,707.5)	(1,582.8)
Total Ball Corporation shareholders' equity	1,510.6	1,581.3
Noncontrolling interests	1.8	1.7
Total shareholders' equity	1,512.4	1,583.0
Total Liabilities and Shareholders' Equity	**$ 7,035.7**	**$ 6,488.3**

See accompanying notes to unaudited condensed consolidated financial statements.

BALL CORPORATION
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

($ in millions)	Three Months Ended March 28, 2010	Three Months Ended March 29, 2009
Cash Flows from Operating Activities		
Net earnings	$ 79.4	$ 69.6
Adjustments to reconcile net earnings to net cash used in operating activities:		
Depreciation and amortization	71.7	66.7
Business consolidation and other activities, net of cash payments (Note 5)	1.4	5.0
Deferred taxes	(10.7)	(4.5)
Other, net	12.0	7.4
Changes in working capital components (Note 6)	(425.8)	(452.0)
Cash used in operating activities	(272.0)	(307.8)
Cash Flows from Investing Activities		
Additions to property, plant and equipment	(37.2)	(67.8)
Cash collateral, net (Note 16)	(2.6)	21.7
Other, net	(8.5)	(1.1)
Cash used in investing activities	(48.3)	(47.2)
Cash Flows from Financing Activities		
Long-term borrowings (Note 11)	789.0	394.3
Repayments of long-term borrowings	(222.2)	(116.7)
Change in short-term borrowings (Note 6)	66.7	8.3
Proceeds from issuances of common stock	9.7	6.0
Acquisitions of treasury stock	(129.4)	(1.1)
Common dividends	(9.2)	(9.3)
Other, net	(6.4)	2.4
Cash provided by financing activities	498.2	283.9
Effect of exchange rate changes on cash	2.9	(3.2)
Change in cash and cash equivalents	180.8	(74.3)
Cash and cash equivalents – beginning of period	210.6	127.4
Cash and cash equivalents – end of period	$ 391.4	$ 53.1

See accompanying notes to unaudited condensed consolidated financial statements.

Ball Corporation
Notes to Unaudited Condensed Consolidated Financial Statements

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements include the accounts of Ball Corporation and its controlled affiliates (collectively Ball, the company, we or our) and have been prepared by the company. Certain information and footnote disclosures, including critical and significant accounting policies normally included in financial statements prepared in accordance with generally accepted accounting principles, have been condensed or omitted for this presentation.

Results of operations for the periods shown are not necessarily indicative of results for the year, particularly in view of the seasonality in the packaging segments and the irregularity of contract revenues in the aerospace and technologies segment. These unaudited condensed consolidated financial statements and accompanying notes should be read in conjunction with the consolidated financial statements and the notes thereto included in the company's Annual Report on Form 10-K filed on February 25, 2010, pursuant to Section 13 of the Securities Exchange Act of 1934 for the fiscal year ended December 31, 2009 (annual report).

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. These estimates are based on historical experience and various assumptions believed to be reasonable under the circumstances. Actual results could differ from these estimates under different assumptions and conditions. However, we believe that the financial statements reflect all adjustments which are of a normal recurring nature and are necessary to fairly state the results of the interim period.

Certain prior-year amounts have been reclassified in order to conform to the current-year presentation.

2. Accounting Pronouncements

Recently Adopted Accounting Standards

Effective January 1, 2010, Ball adopted accounting guidance that modifies the way entities account for securitizations and special-purpose entities. In connection with the adoption of the guidance, the company determined that its existing accounts receivable securitization program should be recorded on the balance sheet as of January 1, 2010. Further details of this change in accounting are provided in Note 6.

Also effective January 1, 2010, the company adopted additional guidance regarding variable interest entities (VIE). The new guidance requires a company to perform an analysis to determine whether its variable interest or interests give it a controlling financial interest in a VIE and whether it is the primary beneficiary of a VIE. It also amends previous guidance to require ongoing reassessments of whether a company is the primary beneficiary of a VIE. The adoption of the guidance did not change the accounting for VIEs in Ball's consolidated financial statements. The company has a financial interest in a VIE of which Ball is not deemed to be the primary beneficiary. Additionally, the company has financial interests in other entities that are not considered VIEs under the current accounting guidance.

In January 2010, the FASB issued additional guidance regarding fair value measurements, specifically requiring the disclosure of transfers in and out of Level 1 and 2 (previously only required for Level 3 assets and liabilities) and more specific detailed disclosure of the activity in Level 3 fair value measurements (on a gross basis rather than a net basis). The new guidance also clarifies existing disclosure regarding the level of disaggregation of asset and liability classes, as well as the valuation techniques and inputs used to measure fair value for Level 2 and Level 3 fair value measurements. The disclosure requirement for transfers in and out of Level 1 and 2 was effective for Ball in this report and had no impact on the unaudited condensed consolidated financial statements. The reporting of Level 3 activity on a gross basis will be effective for Ball as of January 1, 2011, and is expected to affect only the Level 3 pension plan assets, which do not represent a significant component of the total pension assets.

2. Accounting Pronouncements *(continued)*

In February 2010, the FASB issued revised guidance on subsequent events. Under revised guidance, SEC filers are no longer required to disclose the date through which subsequent events have been evaluated in originally issued and revised financial statements. This guidance was effective upon issuance.

New Accounting Guidance

In April 2010 accounting guidance was issued to outline the criteria that should be met for determining when the milestone method of revenue recognition is appropriate in research or development transactions. This new guidance, which may affect Ball's aerospace and technologies segment, will be effective for Ball as of January 1, 2011, and the company is in the process of evaluating its impact on the consolidated financial statements.

3. Business Segment Information

Ball's operations are organized and reviewed by management along its product lines and presented in five reportable segments.

Metal beverage packaging, Americas and Asia: Consists of operations in the U.S., Canada and the People's Republic of China (PRC), which manufacture and sell metal beverage containers in North America and the PRC, as well as non-beverage plastic containers in the PRC. The Americas and Asia operations have been aggregated based on similar economic characteristics.

Metal beverage packaging, Europe: Consists of operations in several countries in Europe, which manufacture and sell metal beverage containers.

Metal food & household products packaging, Americas: Consists of operations in the U.S., Canada and Argentina, which manufacture and sell metal food cans, aerosol cans, paint cans and decorative specialty cans.

Plastic packaging, Americas: Consists of operations in the U.S., which manufacture and sell polyethylene terephthalate (PET) and polypropylene containers, primarily for use in beverage and food packaging.

Aerospace and technologies: Consists of the manufacture and sale of aerospace and other related products and the providing of services used primarily in the defense, civil space and commercial space industries.

The accounting policies of the segments are the same as those in the unaudited condensed consolidated financial statements. A discussion of the company's critical and significant accounting policies can be found in Ball's annual report. We also have investments in companies in the U.S., PRC and Brazil, which are accounted for under the equity method of accounting and, accordingly, those results are not included in segment sales or earnings.

Ball Corporation
Notes to Unaudited Condensed Consolidated Financial Statements

3. Business Segment Information *(continued)*

Summary of Business by Segment

($ in millions)	Three Months Ended March 28, 2010	Three Months Ended March 29, 2009
Net Sales		
Metal beverage packaging, Americas & Asia	$ 774.4	$ 620.4
Metal beverage packaging, Europe	367.5	343.8
Metal food & household products packaging, Americas	285.4	283.6
Plastic packaging, Americas	113.9	159.7
Aerospace & technologies	165.0	178.1
Net sales	$ 1,706.2	$ 1,585.6
Net Earnings		
Metal beverage packaging, Americas & Asia	$ 74.0	$ 46.2
Business consolidation costs (Note 5)	0.5	(5.0)
Total metal beverage packaging, Americas & Asia	74.5	41.2
Metal beverage packaging, Europe	35.0	30.9
Metal food & household products packaging, Americas	21.7	49.6
Plastic packaging, Americas	(3.2)	3.6
Business consolidation costs (Note 5)	(2.2)	–
Total plastic packaging, Americas	(5.4)	3.6
Aerospace & technologies	13.5	14.6
Segment earnings before interest and taxes	139.3	139.9
Undistributed corporate expenses, net	(11.6)	(13.7)
Earnings before interest and taxes	127.7	126.2
Interest expense	(33.9)	(25.8)
Tax provision	(19.1)	(28.1)
Equity in results of affiliates	4.7	(2.7)
Net earnings	79.4	69.6
Less earnings attributable to noncontrolling interests	(0.1)	(0.1)
Net earnings attributable to Ball Corporation	$ 79.3	$ 69.5

($ in millions)	March 28, 2010	December 31, 2009
Total Assets		
Metal beverage packaging, Americas & Asia	$ 2,302.7	$ 2,111.8
Metal beverage packaging, Europe	2,326.3	2,357.9
Metal food & household products packaging, Americas	1,099.0	932.9
Plastic packaging, Americas	451.0	425.8
Aerospace & technologies	287.0	268.2
Segment assets	6,466.0	6,096.6
Corporate assets, net of eliminations	569.7	391.7
Total assets	$ 7,035.7	$ 6,488.3

4. Acquisition

On October 1, 2009, the company acquired three of Anheuser-Busch InBev n.v./s.a.'s (AB InBev) beverage can manufacturing plants and one of its beverage can end manufacturing plants, all of which are located in the U.S., for $574.7 million in cash. The additional plants, which employ approximately 635 people, enhance Ball's ability to serve its customers. The following unaudited pro forma consolidated results of operations for the three months ended March 29, 2009, have been prepared as if the acquisition had occurred as of January 1, 2009.

($ in millions)	
Net sales	$ 1,753.6
Net earnings	79.4
Basic earnings per share	0.85
Diluted earnings per share	0.84

The pro forma results are not necessarily indicative of the actual results that would have occurred had the acquisition been in effect for the three months ended March 29, 2009, nor are they necessarily indicative of the results that may be obtained in the future. The pro forma adjustments primarily include the after-tax effect of increased interest expense related to incremental borrowings used to finance the acquisition. The adjustments also include the after-tax effects of amortization of the customer relationship intangible asset, inventory step-up adjustment and decreased depreciation expense on plant and equipment based on extended useful lives partially offset by increased fair values.

5. Business Consolidation Costs

In the first quarter of 2010, a net charge of $1.7 million ($1.1 million after tax) was recorded to reflect individually insignificant costs and gains related to previously announced plant closures.

In the first quarter of 2009, the company ceased operations at a metal beverage container plant in Kansas City, Missouri, as announced in October 2008, and recorded a charge for accelerated depreciation of $5 million ($3.1 million after tax).

Following is a summary of activity by segment related to business consolidation activities for the quarter ended March 28, 2010:

($ in millions)	Metal Beverage Packaging, Americas & Asia	Metal Food & Household Products Packaging, Americas	Plastic Packaging, Americas	Corporate Other Costs	Total
Balance at December 31, 2009	$ 10.4	$ 7.3	$ 9.4	$ 0.8	$ 27.9
Charges (gains)	(0.5)	–	2.2	–	1.7
Cash payments	(0.2)	(0.4)	(1.3)	–	(1.9)
Fixed asset disposals and transfer activity	–	–	(2.3)	–	(2.3)
Balance at March 28, 2010	$ 9.7	$ 6.9	$ 8.0	$ 0.8	$ 25.4

All remaining reserves for business consolidation activities are expected to be utilized during the balance of 2010. The carrying value of fixed assets remaining for sale in connection with previous plant closures was approximately $6 million at March 28, 2010.

6. Receivables

($ in millions)	March 28, 2010	December 31, 2009
Trade accounts receivable, net	$ 911.1	$ 453.2
Other receivables	75.6	95.0
	$ 986.7	$ 548.2

Trade accounts receivable are shown net of an allowance for doubtful accounts of $14.4 million at March 28, 2010, and $14.7 million at December 31, 2009. Other receivables primarily include property and sales tax receivables and certain vendor rebate receivables.

A receivables sales agreement provides for the ongoing, revolving sale of a designated pool of trade accounts receivable of Ball's North American packaging operations up to $250 million. At December 31, 2009, the amount of accounts receivable sold under the securitization program was $250 million and, under the previous accounting guidance, this amount was presented in the consolidated balance sheet as a reduction of accounts receivable as a result of the true sale of receivables. However, upon the company's adoption of new prospective accounting guidance effective January 1, 2010, the amount of accounts receivable sold is not reflected as a reduction of accounts receivable on the balance sheet at March 28, 2010, resulting in a $250 million increase in accounts receivable and a corresponding working capital outflow from operating activities in the statement of cash flows. There was $50 million of accounts receivable sold under the securitization program at March 28, 2010, which has been presented as an increase in short-term debt in the balance sheet and in the financing activities section of the statement of cash flows.

7. Inventories

($ in millions)	March 28, 2010	December 31, 2009
Raw materials and supplies	$ 366.0	$ 462.5
Work in process and finished goods	653.4	481.7
	$ 1,019.4	$ 944.2

8. Property, Plant and Equipment

($ in millions)	March 28, 2010	December 31, 2009
Land	$ 90.8	$ 92.6
Buildings	868.2	883.0
Machinery and equipment	3,132.9	3,167.3
Construction in progress	133.2	135.6
	4,225.1	4,278.5
Accumulated depreciation	(2,349.4)	(2,329.5)
	$ 1,875.7	$ 1,949.0

Property, plant and equipment are stated at historical cost. Depreciation expense amounted to $68.3 million and $62.6 million for the three months ended March 28, 2010, and March 29, 2009, respectively.

9. Goodwill

($ in millions)	Metal Beverage Packaging, Americas & Asia	Metal Beverage Packaging, Europe	Metal Food & Household Products Packaging, Americas	Plastic Packaging, Americas	Total
Balance at December 31, 2009	$ 588.8	$ 1,065.9	$ 353.6	$ 106.5	$ 2,114.8
Effects of foreign currency exchange rates	–	(70.8)	–	–	(70.8)
Balance at March 28, 2010	$ 588.8	$ 995.1	$ 353.6	$ 106.5	$ 2,044.0

There has been no impairment on the company's goodwill since January 1, 2002.

10. Intangibles and Other Assets

($ in millions)	March 28, 2010	December 31, 2009
Investments in affiliates	$ 91.0	$ 86.2
Intangible assets (net of accumulated amortization of $124.6 at March 28, 2010, and $126.2 at December 31, 2009)	123.2	126.7
Company-owned life insurance	120.7	111.0
Long-term deferred tax assets	36.5	29.0
Other	73.1	67.7
	$ 444.5	$ 420.6

Total amortization expense of intangible assets amounted to $3.4 million and $4.1 million for the first three months of 2010 and 2009, respectively.

Ball Corporation
Notes to Unaudited Condensed Consolidated Financial Statements

11. Long-term Debt

Long-term debt consisted of the following:

(in millions)	March 29, 2010 In Local Currency		March 29, 2010 In U.S. $		December 31, 2009 In Local Currency		December 31, 2009 In U.S. $
Notes Payable							
6.875% Senior Notes, due December 2012 (excluding premium of $1.2 in 2010 and $1.3 in 2009)	$	509.0	$ 509.0	$	509.0	$	509.0
6.625% Senior Notes, due March 2018 (excluding discount of $0.6 in 2010 and $0.6 in 2009)	$	450.0	450.0	$	450.0		450.0
7.125% Senior Notes, due September 2016 (excluding discount of $6.9 in 2010 and $7.2 in 2009)	$	375.0	375.0	$	375.0		375.0
7.375% Senior Notes, due September 2019 (excluding discount of $7.9 in 2010 and $8.1 in 2009)	$	325.0	325.0	$	325.0		325.0
6.75% Senior Notes, due September 2020	$	500.0	500.0		–		–
Senior Credit Facilities, due October 2011 (at variable rates)							
Term A Loan, British sterling denominated	£	63.8	94.8	£	63.8		101.5
Term B Loan, euro denominated	€	227.5	304.4	€	227.5		326.1
Term C Loan, Canadian dollar denominated	C$	114.0	111.0	C$	114.0		108.6
Term D Loan, U.S. dollar denominated	$	300.0	300.0	$	300.0		300.0
U.S. dollar multi-currency revolver borrowings	$	2.3	2.3	$	2.3		2.3
Euro multi-currency revolver borrowings	€	48.9	65.5	€	–		–
British sterling multi-currency revolver borrowings	£	20.9	31.1	£	20.9		33.3
Industrial Development Revenue Bonds							
Floating rates due through 2015	$	9.4	9.4	$	9.4		9.4
Other (including discounts and premiums)	Various		(9.3)	Various			(7.5)
			3,068.2				2,532.7
Less: Current portion of long-term debt and callable long-term debt			(750.3)				(248.8)
			$ 2,317.9			$	2,283.9

On March 22, 2010, Ball issued $500 million of new 6.75 percent senior notes due in September 2020. On that same date, the company issued a notice of redemption to call $509 million of 6.875 percent senior notes due December 2012 at a redemption price of 101.146 percent of the outstanding principal amount plus accrued interest. The redemption of the bonds occurred on April 21, 2010, and resulted in a charge of $7.8 million ($4.7 million after tax) for the call premium and the write off of unamortized financing costs and unamortized premiums. The charge will be reported in the company's second quarter consolidated financial statements as a component of interest expense.

As permitted the company's long-term debt is not carried in the company's consolidated financial statements at fair value. The fair value of the long-term debt was estimated at $3.12 billion as of March 28, 2010, which approximated its carrying value of $3.07 billion. The fair value was $2.54 billion as of December 31, 2009, which approximated its then carrying value of $2.53 billion. The fair value reflects the market rates at each period end for debt with credit ratings similar to the company's ratings. Rates currently available to the company for loans with similar terms and maturities are used to estimate the fair value of long-term debt based on discounted cash flows.

11. Long-term Debt *(continued)*

At March 28, 2010, taking into account outstanding letters of credit, the company had approximately $600 million available for borrowing under the multi-currency revolving credit facilities that provide for up to $735 million in U.S. dollar equivalent borrowings. The company also had short-term uncommitted credit facilities of up to $309 million at March 28, 2010, of which $75.4 million was outstanding and due on demand, as well as approximately $172 million of available borrowings under its accounts receivable securitization program.

The notes payable are guaranteed on a full, unconditional and joint and several basis by certain of the company's wholly owned domestic subsidiaries. The notes payable also contain certain covenants and restrictions including, among other things, limits on the incurrence of additional indebtedness and limits on the amount of restricted payments, such as dividends and share repurchases.

The company was in compliance with all loan agreements at March 28, 2010, and all prior periods presented and has met all debt payment obligations. The U.S. note agreements, bank credit agreement and industrial development revenue bond agreements contain certain restrictions relating to dividend payments, share repurchases, investments, financial ratios, guarantees and the incurrence of additional indebtedness.

12. Employee Benefit Obligations

($ in millions)	March 28, 2010	December 31, 2009
Total defined benefit pension liability	$ 583.3	$ 603.7
Less current portion	(23.0)	(26.1)
Long-term defined benefit pension liability	560.3	577.6
Retiree medical and other postemployment benefits	193.2	193.0
Deferred compensation plans	202.3	199.9
Other	42.1	42.7
	$ 997.9	$ 1,013.2

Components of net periodic benefit cost associated with the company's defined benefit pension plans were:

	Three Months Ended					
	March 28, 2010			March 29, 2009		
($ in millions)	U.S.	Foreign	Total	U.S.	Foreign	Total
Service cost	$ 11.1	$ 1.8	$ 12.9	$ 10.5	$ 1.4	$ 11.9
Interest cost	14.2	7.5	21.7	13.4	7.1	20.5
Expected return on plan assets	(17.0)	(3.7)	(20.7)	(16.0)	(3.2)	(19.2)
Amortization of prior service cost	0.3	(0.1)	0.2	0.2	(0.1)	0.1
Recognized net actuarial loss	4.3	1.2	5.5	3.1	0.8	3.9
Subtotal	12.9	6.7	19.6	11.2	6.0	17.2
Non-company sponsored plans	0.4	–	0.4	0.4	–	0.4
Net periodic benefit cost	$ 13.3	$ 6.7	$ 20.0	$ 11.6	$ 6.0	$ 17.6

Contributions to the company's defined global benefit pension plans, not including the unfunded German plans, were $3.2 million in the first three months of 2010 ($4.6 million in 2009). The total contributions to these funded plans are expected to be approximately $54 million in 2010. Payments to participants in the unfunded German plans were €4.3 million ($6.0 million) in the first three months of 2010 and are expected to be approximately €18 million (approximately $24 million) for the full year. Actual contributions to the plans may be adjusted based on changes in market conditions.

13. Shareholders' Equity and Comprehensive Earnings

Accumulated Other Comprehensive Earnings (Loss)

Accumulated other comprehensive earnings (loss) include the cumulative effect of foreign currency translation, pension and other postretirement items and realized and unrealized gains and losses on derivative instruments receiving cash flow hedge accounting treatment.

($ in millions)	Foreign Currency Translation	Pension and Other Postretirement Items (net of tax)	Effective Derivatives (net of tax)	Gain on Available for Sale Securities (net of tax)	Accumulated Other Comprehensive Earnings (Loss)
December 31, 2008	$ 173.6	$ (251.8)	$ (104.3)	$ –	$ (182.5)
Change	(47.7)	2.4	(4.2)*(a)*	–	(49.5)
March 29, 2009	$ 125.9	$ (249.4)	$ (108.5)	$ –	$ (232.0)
December 31, 2009	$ 180.2	$ (274.4)	$ 23.4	$ 7.0	$ (63.8)
Change	(57.5)	2.7	24.9*(a)*	1.4	(28.5)
March 28, 2010	$ 122.7	$ (271.7)	$ 48.3	$ 8.4	$ (92.3)

(a) The change in accumulated other comprehensive earnings (loss) for effective derivatives was as follows:

($ in millions)	*Three Months Ended March 28, 2010*	*Three Months Ended March 29, 2009*
Amounts reclassified into earnings (Note 16):		
Commodity contracts	*$ 15.4*	*$ 13.0*
Interest rate and foreign currency contracts	*1.7*	*1.6*
Change in fair value of cash flow hedges:		
Commodity contracts	*22.8*	*(18.4)*
Interest rate and foreign currency contracts	*(1.2)*	*(2.2)*
Foreign currency and tax impacts	*(13.8)*	*1.8*
	$ 24.9	*$ (4.2)*

Comprehensive Earnings

($ in millions)	Three Months Ended March 28, 2010	Three Months Ended March 29, 2009
Net earnings attributable to Ball Corporation	$ 79.3	$ 69.5
Foreign currency translation adjustment, net of tax	(57.5)	(47.7)
Pension and other postretirement items, net of tax	2.7	2.4
Effect of derivative instruments, net of tax	24.9	(4.2)
Gain on available for sale securities, net of tax	1.4	–
Comprehensive earnings	$ 50.8	$ 20.0

Stock Repurchase Agreements

On February 17, 2010, in a privately negotiated transaction, Ball entered into an accelerated share repurchase agreement to buy $125.0 million of its common shares using cash on hand and available borrowings. The company advanced the $125.0 million on February 22, 2010, and received approximately 2.2 million shares, which represented 90 percent of the total shares as calculated using the previous day's closing price. The remaining shares and average price per share will be determined at the conclusion of the contract, which is expected to occur no later than August 2010.

14. Stock-Based Compensation Programs

The company has shareholder-approved stock option plans under which options to purchase shares of Ball common stock have been granted to officers and employees at the market value of the stock at the date of grant. Payment must be made at the time of exercise in cash or with shares of stock owned by the option holder, which are valued at fair market value on the date exercised. In general, options vest in four equal one-year installments commencing one year from the date of grant and terminating 10 years from the date of grant. A summary of stock option activity for the three months ended March 28, 2010, follows:

	Outstanding Options		Nonvested Options	
	Number of Shares	Weighted Average Exercise Price	Number of Shares	Weighted Average Grant Date Fair Value
Beginning of year	5,814,188	$ 37.92	2,470,267	$ 11.28
Granted	968,350	50.45	968,350	13.68
Vested			(308,453)	10.67
Exercised	(246,479)	28.45		
Canceled/forfeited	(74,676)	44.95	(74,676)	11.20
End of period	6,461,383	40.08	3,055,488	12.11
Vested and exercisable, end of period	3,405,895	34.03		
Reserved for future grants	1,226,145			

The options granted in January 2010 included 506,700 stock-settled stock appreciation rights, which have the same terms as the stock options. The weighted average remaining contractual term for all options outstanding at March 28, 2010, was 6.6 years and the aggregate intrinsic value (difference in exercise price and closing price at that date) was $89.9 million. The weighted average remaining contractual term for options vested and exercisable at March 28, 2010, was 4.7 years and the aggregate intrinsic value was $68.0 million. The company received $7.0 million from options exercised during the three months ended March 28, 2010. The intrinsic value associated with these exercises was $6.0 million, and the associated tax benefit of $1.7 million was reported as other financing activities in the unaudited condensed consolidated statement of cash flows.

Based on the Black-Scholes option pricing model, options granted in January 2010 have an estimated weighted average fair value at the date of grant of $13.68 per share. The actual value an employee may realize will depend on the excess of the stock price over the exercise price on the date the option is exercised. Consequently, there is no assurance that the value realized by an employee will be at or near the value estimated. The fair values were estimated using the following weighted average assumptions:

Expected dividend yield	0.79%
Expected stock price volatility	28.99%
Risk-free interest rate	2.47%
Expected life of options	4.9 years

In addition to stock options, the company may issue to officers and certain employees restricted shares and restricted stock units, which vest over various periods. Other than the performance-contingent grants discussed below, such restricted shares and restricted stock units generally vest in equal installments over five years. Compensation cost is recorded based upon the fair value of the shares at the grant date.

14. Stock-Based Compensation Programs *(continued)*

In January 2010 and 2009, the company's board of directors granted 181,150 and 193,450 performance-contingent restricted stock units, respectively, to key employees, which will cliff-vest if the company's return on average invested capital during a 36-month performance period is equal to or exceeds the company's cost of capital. If the performance goals are not met, the shares will be forfeited. Current assumptions are that the performance targets will be met and, accordingly, grants under the plan are being accounted for as equity awards and compensation expense is recorded based upon the closing market price of the shares at the grant date. On a quarterly basis, the company reassesses the probability of the goals being met and adjusts compensation expense as appropriate. No such adjustment was considered necessary at the end of the first quarter 2010 for either grant.

For the three months ended March 28, 2010, the company recognized in selling, general and administrative expenses pretax expense of $7.3 million ($4.4 million after tax) for share-based compensation arrangements, which represented $0.05 per both basic and diluted share. For the three months ended March 29, 2009, the company recognized pretax expense of $6.3 million ($3.8 million after tax) for such arrangements, which represented $0.04 per both basic and diluted share for that period. At March 28, 2010, there was $51.6 million of total unrecognized compensation costs related to nonvested share-based compensation arrangements. This cost is expected to be recognized in earnings over a weighted average period of 2.6 years.

15. Earnings Per Share

($ in millions, except per share amounts; shares in thousands)	Three Months Ended March 28, 2010	Three Months Ended March 29, 2009
Diluted Earnings per Share:		
Net earnings attributable to Ball Corporation	$ 79.3	$ 69.5
Weighted average common shares	93,053	93,544
Effect of dilutive securities	1,385	1,129
Weighted average shares applicable to diluted earnings per share	94,438	94,673
Diluted earnings per share	$ 0.84	$ 0.73

Certain outstanding options were excluded from the diluted earnings per share calculation because they were anti-dilutive (i.e., the sum of the proceeds, including the unrecognized compensation, exceeded the average closing stock price for the period). The options excluded totaled 1,653,895 in the three months ended March 28, 2010, and 3,693,984 in the three months ended March 29, 2009.

Information needed to compute basic earnings per share is provided in the unaudited condensed consolidated statements of earnings.

16. Financial Instruments and Risk Management

In the ordinary course of business, Ball employs established risk management policies and procedures, which seek to reduce the company's exposure to fluctuations in commodity prices, interest rates, foreign currencies and prices of Ball common stock in regard to common share repurchases, although there can be no assurance that these policies and procedures will be successful. Although the instruments utilized involve varying degrees of credit, market and interest risk, the counterparties to the agreements are expected to perform fully under the terms of the agreements. The company monitors counterparty credit risk, including lenders, on a regular basis, but Ball cannot be certain that all risks will be discerned or that its risk management policies and procedures will always be effective.

Commodity Price Risk

Ball's metal beverage container operations manage commodity price risk in connection with market price fluctuations of aluminum ingot through two different methods. First, the company enters into container sales contracts that include aluminum ingot-based pricing terms that generally reflect price fluctuations under our commercial supply contracts for aluminum sheet purchases. The terms include fixed, floating or pass-through aluminum ingot component pricing. This matched pricing affects most of Ball's North American metal beverage packaging net sales. Second, Ball uses certain derivative instruments such as option and forward contracts as cash flow hedges of commodity price risk where there is not a pass-through arrangement in the sales contract to match underlying purchase volumes and pricing with sales volumes and pricing.

Most of the plastic packaging, Americas, sales contracts include provisions to fully pass through resin cost changes. As a result, Ball has minimal exposure related to changes in the cost of plastic resin. Most metal food and household products packaging, Americas, sales contracts either include provisions permitting Ball to pass through some or all steel cost changes incurred, or they incorporate annually negotiated steel costs.

The company had aluminum contracts limiting its aluminum exposure with notional amounts of approximately $1.0 billion and $1.1 billion at March 28, 2010, and December 31, 2009, respectively. The aluminum contracts include derivative instruments that are undesignated and receive mark-to-market accounting treatment, as well as cash flow hedges that offset sales contracts of various terms and lengths. Cash flow hedges relate to forecasted purchase and sales transactions that expire within the next four years. Included in shareholders' equity at March 28, 2010, within accumulated other comprehensive earnings (loss) is a net after-tax gain of $51.5 million associated with these contracts. A net gain of $18.4 million is expected to be recognized in the consolidated statement of earnings during the next 12 months, the majority of which will be offset by sales contracts, thus resulting in little or no earnings impact to Ball.

Interest Rate and Inflation Risk

Ball's objective in managing exposure to interest rate changes is to minimize the impact of interest rate changes on earnings and cash flows and to lower our overall borrowing costs. To achieve these objectives, Ball uses a variety of interest rate swaps, collars and options to manage our mix of floating and fixed-rate debt. Interest rate instruments held by the company at March 28, 2010, included pay-fixed interest rate swaps. Pay-fixed swaps effectively convert variable rate obligations to fixed rate instruments.

At March 28, 2010, the company had outstanding interest rate swap agreements in Europe with notional amounts of €135 million ($180.6 million) paying fixed rates expiring within the next 12 months. An approximate $4.1 million net after-tax loss associated with these contracts is included in accumulated other comprehensive earnings at March 28, 2010, the majority of which is expected to be recognized in the consolidated statement of earnings during the next 12 months. Approximately $1.6 million of net gain related to the termination or dedesignation of hedges is included in accumulated other comprehensive earnings at March 28, 2010. The amount recognized in earnings in the first quarters of 2010 and 2009 related to the dedesignation of hedges was insignificant.

16. Financial Instruments and Risk Management *(continued)*

The fair value of derivatives generally reflects the estimated amounts that we would pay or receive upon termination of the contracts at the period end, taking into account any unrealized gains and losses on open contracts. The unrealized pretax loss on interest rate derivative contracts was $5.7 million at March 28, 2010, and $7.3 million at December 31, 2009.

Ball also uses inflation option contracts in Europe to limit the impacts from spikes in inflation against certain multi-year contracts. At March 28, 2010, the company had inflation options in Europe with notional amounts of €115 million ($153.9 million). These options are undesignated for hedge accounting purposes and receive mark-to-market accounting. The fair value at March 28, 2010, was €0.9 million ($1.2 million) and the option contracts expire within the next three years.

Foreign Currency Exchange Rate Risk

Ball's objective in managing exposure to foreign currency fluctuations is to protect foreign cash flows and earnings from changes associated with foreign currency exchange rate changes through the use of various derivative contracts. In addition, at times Ball manages foreign earnings translation volatility through the use of foreign currency option strategies, and the change in the fair value of those options is recorded in the company's net earnings. Ball's foreign currency translation risk results from the European euro, British pound, Canadian dollar, Polish zloty, Chinese renminbi, Hong Kong dollar, Brazilian real, Argentine peso and Serbian dinar. Ball faces currency exposures in our global operations as a result of purchasing raw materials in U.S. dollars and, to a lesser extent, in other currencies. Sales contracts are negotiated with customers to reflect cost changes and, where there is not a foreign exchange pass-through arrangement, the company uses forward and option contracts to manage foreign currency exposures. Such contracts outstanding at March 28, 2010, expire within 12 months, and the amounts included in accumulated other comprehensive earnings related to these contracts were not significant.

Collateral Calls

The company's agreements with its financial counterparties require Ball to post collateral in certain circumstances when the negative mark-to-market value of the contracts exceeds specified levels. Additionally, Ball has collateral posting arrangements with certain customers on these derivative contracts. The cash flows of the margin calls are shown within the investing section of the company's unaudited condensed consolidated statements of cash flows. As of March 28, 2010, the aggregate fair value of all derivative instruments with credit-risk-related contingent features that were in a net liability position was $80.1 million collateralized by $5.3 million, which was offset by cash collateral receipts from customers of $2.7 million. As of December 31, 2009, the aggregate fair value of all derivative instruments with credit-risk-related contingent features that were in a net liability position was $98.8 million collateralized by $14.2 million, which was offset by cash collateral receipts from customers of $14.2 million. If the company's public credit rating was downgraded, there would be a net increase of $15.6 million to our net cash collateral postings as of March 28, 2010.

Fair Value Measurements

The company has classified all applicable financial derivative assets and liabilities as Level 2 within the fair value hierarchy as of March 28, 2010, and presented those values in the table below. The company's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels.

16. Financial Instruments and Risk Management ***(continued)***

Fair Value of Derivative Instruments as of March 28, 2010

($ in millions)	Derivatives Designated As Hedging Instruments	Derivatives Not Designated As Hedging Instruments	Total
Assets:			
Commodity contracts	$ 29.4	$ 46.8	$ 76.2
Other derivative contracts	–	2.0	2.0
Total current derivative contracts	$ 29.4	$ 48.8	$ 78.2
Noncurrent commodity contracts	$ 52.1	$ 30.7	$ 82.8
Other noncurrent contracts	–	1.2	1.2
Total noncurrent derivative contracts	$ 52.1	$ 31.9	$ 84.0
Liabilities:			
Commodity contracts	$ 14.2	$ 46.4	$ 60.6
Other derivative contracts	0.5	1.2	1.7
Total current derivative contracts	$ 14.7	$ 47.6	$ 62.3
Noncurrent commodity contracts	$ 0.6	$ 30.6	$ 31.2
Other noncurrent contracts	5.7	–	5.7
Total noncurrent derivative contracts	$ 6.3	$ 30.6	$ 36.9

Fair Value of Derivative Instruments as of December 31, 2009

($ in millions)	Derivatives Designated As Hedging Instruments	Derivatives Not Designated As Hedging Instruments	Total
Assets:			
Commodity contracts	$ 36.2	$ 51.7	$ 87.9
Other derivative contracts	0.1	12.1	12.2
Total current derivative contracts	$ 36.3	$ 63.8	$ 100.1
Noncurrent commodity contracts	$ 40.1	$ 39.1	$ 79.2
Other noncurrent contracts	–	1.4	1.4
Total noncurrent derivative contracts	$ 40.1	$ 40.5	$ 80.6
Liabilities:			
Commodity contracts	$ 27.5	$ 51.9	$ 79.4
Other derivative contracts	0.6	3.2	3.8
Total current derivative contracts	$ 28.1	$ 55.1	$ 83.2
Noncurrent commodity contracts	$ 1.9	$ 38.9	$ 40.8
Other noncurrent contracts	7.2	–	7.2
Total noncurrent derivative contracts	$ 9.1	$ 38.9	$ 48.0

16. Financial Instruments and Risk Management *(continued)*

The company uses closing spot and forward market prices as published by the London Metal Exchange, the New York Mercantile Exchange, Reuters and Bloomberg to determine the fair value of its aluminum, currency, energy, inflation and interest rate spot and forward contracts. Option contracts are valued using a Black-Scholes model with observable market inputs for aluminum, currency and interest rates. We do not obtain multiple quotes to determine the value for our financial instruments, as we value each of our financial instruments either internally using a single valuation technique or from a reliable observable market source. The company also does not adjust the value of its financial instruments except in determining the fair value of a trade that settles in the future by discounting the value to its present value using 12-month LIBOR as the discount factor. Ball performs validations of our internally derived fair values reported for our financial instruments on a quarterly basis utilizing counterparty valuation statements. The company additionally evaluates counterparty creditworthiness and, as of March 28, 2010, has not identified any circumstances requiring that the reported values of our financial instruments be adjusted.

At March 28, 2010, the company's $19.2 million investment in shares of DigitalGlobe was measured using Level 1 inputs. Additionally, net receivables related to the European scrap metal program totaling $16.9 million at March 28, 2010, and $11.6 million at March 29, 2009, were classified as Level 2 within the fair value hierarchy.

Impact on Earnings from Derivative Instruments

	Three Months Ended			
	March 28, 2010		March 29, 2009	
($ in millions)	Cash Flow Hedge – Reclassified Amount From Other Comprehensive Earnings (Loss) – Gain (Loss)	Gain (Loss) on Derivatives Not Designated As Hedge Instruments	Cash Flow Hedge – Reclassified Amount From Other Comprehensive Earnings (Loss) – Gain (Loss)	Gain (Loss) on Derivatives Not Designated As Hedge Instruments
Commodity contracts *(a)*	$ (15.4)	$ 0.3	$ (13.0)	$ (0.6)
Interest rate contracts *(b)*	(1.4)	–	(1.6)	–
Inflation option contracts *(c)*	–	(0.1)	–	–
Other contracts *(d)*	(0.3)	1.8	–	6.7
Total	$ (17.1)	$ 2.0	$ (14.6)	$ 6.1

(a) Gains and losses on commodity contracts are recorded in sales and cost of sales in the statement of earnings. Virtually all these expenses were passed through to our customers, resulting in no significant impact to earnings.
(b) Losses on interest contracts are recorded in interest expense in the statement of earnings.
(c) Gains and losses on inflation options are recorded in cost of sales in the statement of earnings.
(d) Gains and losses on foreign currency contracts to hedge sales of product are recorded in cost of sales (amounting to no gain or loss for the period, excluding any ineffectiveness). Gains and losses on foreign currency hedges used for translation between segments are reflected in selling, general and administrative expenses in the consolidated statement of earnings and amounted to a $1.4 million gain for the quarter.

17. Contingencies

From time to time, the company is subject to routine litigation incident to its businesses. Additionally, the U.S. Environmental Protection Agency and equivalent agencies in other countries have designated Ball as a potentially responsible party, along with numerous other companies, for the cleanup of several hazardous waste sites. Our information at this time does not indicate that the matters identified will have a material adverse effect upon the liquidity, results of operations or financial condition of the company.

18. Indemnifications and Guarantees

General Guarantees

During the normal course of business, the company or its appropriate consolidated direct or indirect subsidiaries have made certain indemnities, commitments and guarantees under which the specified entity may be required to make payments in relation to certain transactions. These indemnities, commitments and guarantees include indemnities to the customers of the subsidiaries in connection with the sales of their packaging and aerospace products and services; guarantees to suppliers of direct or indirect subsidiaries of the company guaranteeing the performance of the respective entity under a purchase agreement, construction contract or other commitment; guarantees in respect of certain foreign subsidiaries' pension plans; indemnities for liabilities associated with the infringement of third party patents, trademarks or copyrights under various types of agreements; indemnities to various lessors in connection with facility, equipment, furniture and other personal property leases for certain claims arising from such leases; indemnities to governmental agencies in connection with the issuance of a permit or license to the company or a subsidiary; indemnities pursuant to agreements relating to certain joint ventures; indemnities in connection with the sale of businesses or substantially all of the assets and specified liabilities of businesses; and indemnities to directors, officers and employees of the company to the extent permitted under the laws of the State of Indiana and the United States of America. The duration of these indemnities, commitments and guarantees varies, and in certain cases, is indefinite. In addition the majority of these indemnities, commitments and guarantees do not provide for any limitation on the maximum potential future payments the company could be obligated to make. As such, the company is unable to reasonably estimate its potential exposure under these items.

The company has not recorded any liability for these indemnities, commitments and guarantees in the accompanying condensed consolidated balance sheets. The company does, however, accrue for payments under promissory notes and other evidences of incurred indebtedness and for losses for any known contingent liability, including those that may arise from indemnifications, commitments and guarantees, when future payment is both reasonably determinable and probable. Finally, the company carries specific and general liability insurance policies and has obtained indemnities, commitments and guarantees from third party purchasers, sellers and other contracting parties, which the company believes would, in certain circumstances, provide recourse to any claims arising from these indemnifications, commitments and guarantees.

Debt Guarantees

The company's senior notes and senior credit facilities are guaranteed on a full, unconditional and joint and several basis by certain of the company's wholly owned domestic subsidiaries. Foreign tranches of the senior credit facilities are similarly guaranteed by certain of the company's wholly owned foreign subsidiaries. These guarantees are required in support of the notes and credit facilities referred to above, are co-terminous with the terms of the respective note indentures and credit agreements and would require performance upon certain events of default referred to in the respective guarantees. The maximum potential amounts which could be required to be paid under the guarantees are essentially equal to the then outstanding principal and interest under the respective notes and credit agreement, or under the applicable tranche. The company is not in default under the above notes or credit facilities. Exhibit 20 of this Form 10-Q, contains the unaudited condensed consolidating financial information for the company, segregating the guarantor subsidiaries and non-guarantor subsidiaries. Separate financial statements for the guarantor subsidiaries and the non-guarantor subsidiaries are not presented, because management has determined that such financial statements would not be material to investors.

Accounts Receivable Securitization

Ball Capital Corp. II is a separate, wholly owned corporate entity created for the purchase of accounts receivable from certain of the company's wholly owned subsidiaries. Ball Capital Corp. II's assets will be available first to satisfy the claims of its creditors. The company has been designated as the servicer pursuant to an agreement whereby Ball Capital Corp. II may sell and assign the accounts receivable to a commercial lender or lenders. As the servicer, the company is responsible for the servicing, administration and collection of the receivables and is primarily liable for the performance of such obligations. The company, the relevant subsidiaries and Ball Capital Corp. II are not in default under the above credit arrangement.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's discussion and analysis should be read in conjunction with the consolidated financial statements and accompanying notes included in Item 1 of this report, which include additional information about our accounting policies, practices and the transactions underlying our financial results. The preparation of our consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires us to make estimates and assumptions that affect the reported amounts in our consolidated financial statements and the accompanying notes including various claims and contingencies related to lawsuits, taxes, environmental and other matters arising during the normal course of business. We apply our best judgment, our knowledge of existing facts and circumstances and actions that we may undertake in the future in determining the estimates that affect our consolidated financial statements. We evaluate our estimates on an ongoing basis using our historical experience, as well as other factors we believe appropriate under the circumstances, such as current economic conditions, and adjust or revise our estimates as circumstances change. As future events and their effects cannot be determined with precision, actual results may differ from these estimates. Ball Corporation and its subsidiaries are referred to collectively as "Ball" or "the company" or "we" or "our" in the following discussion and analysis.

BUSINESS OVERVIEW

Business Overview

Ball Corporation is one of the world's leading suppliers of metal and plastic packaging to the beverage, food and household products industries. Our packaging products are produced for a variety of end uses and are manufactured in plants around the world. We also provide aerospace and other technologies and services to governmental and commercial customers.

We sell our packaging products primarily to major beverage, food and household products companies with which we have developed long-term customer relationships. This is evidenced by our high customer retention and our large number of long-term supply contracts. While we have a diversified customer base, we sell a majority of our packaging products to relatively few major companies in North America, Europe, the People's Republic of China (PRC) and Argentina, as do our equity joint ventures in Brazil, the U.S. and the PRC. We also purchase raw materials from relatively few suppliers. Because of our customer and supplier concentration, our business, financial condition and results of operations could be adversely affected by the loss, insolvency or bankruptcy of a major customer or supplier or a change in a supply agreement with a major customer or supplier, although our contracts and long-term relationships generally mitigate the risk of customer loss. We are also subject to exposure from inflation and the rising costs of raw materials, as well as other inputs into our direct costs. We reduce our risk to these exposures either by fixing our material costs through derivative contracts or by including provisions in our sales contracts to recover the increases from our customers.

Industry Trends and Corporate Strategy

In the rigid packaging industry, sales and earnings can be improved by reducing costs, increasing prices, developing new products, expanding volumes and making strategic acquisitions. Over the past two years, we have closed a number of packaging facilities in support of our ongoing objective of matching our supply with market demand. We have also identified and implemented plans to improve our return on invested capital through the redeployment of assets within our operations.

As part of our packaging strategy, we are focused on developing and marketing new and existing products that meet the needs of our customers and the ultimate consumer. These innovations include new shapes, sizes, opening features and other functional benefits of both metal and plastic packaging. This ongoing packaging development activity helps us maintain and expand our supply positions with major beverage, food and household products customers.

While the North American beverage container manufacturing industry is relatively mature, the beverage can markets in other parts of the world are growing and are expected to continue to grow in the medium to long term. Our Brazilian joint venture completed the construction of a metal beverage can plant near Rio de Janeiro in November 2009 and added further can capacity in the existing Jacarei can plant. On March 30, 2010, Ball announced that a second can production line will be added to the Rio de Janeiro plant. The second line will be

completed in the first quarter of 2011. These Brazilian expansion efforts are owned by Ball's unconsolidated 50-percent-owned joint venture, Latapack-Ball Embalagens, Ltda., and were funded by the joint venture without financial support from its shareholders. In Europe, we have been able to capitalize on growth by increasing capacity in some of our European can manufacturing facilities by speeding up certain lines and by expansion.

Ball's consolidated earnings are exposed to foreign exchange rate fluctuations and we attempt to mitigate this exposure through the use of derivative financial instruments, as discussed in "Quantitative and Qualitative Disclosures About Market Risk" within Item 7A of our annual report on Form 10-K filed on February 22, 2010.

The primary customers for the products and services provided by our aerospace and technologies segment are U.S. government agencies or their prime contractors. It is possible that federal budget reductions and priorities, or changes in agency budgets, could limit future funding and new contract awards or delay or prolong contract performance.

We recognize sales under long-term contracts in the aerospace and technologies segment using the cost-to-cost, percentage of completion method of accounting. Our present contract mix consists of approximately two-thirds cost-type contracts, which are billed at our costs plus an agreed upon and/or earned profit component, and approximately 20 percent fixed-price contracts. The remainder represents time and material contracts, which typically provide for the sale of engineering labor at fixed hourly rates.

Throughout the period of contract performance, we regularly reevaluate and, if necessary, revise our estimates of Ball Aerospace and Technologies Corp.'s total contract revenue, total contract cost and progress toward completion. Because of contract payment schedules, limitations on funding and other contract terms, our sales and accounts receivable for this segment include amounts that have been earned but not yet billed.

Management Performance Measures

Management uses various measures to evaluate company performance such as earnings before interest and taxes (EBIT); earnings before interest, taxes, depreciation and amortization (EBITDA); diluted earnings per share; cash flow from operating activities; free cash flow (generally defined by the company as cash flow from operating activities less additions to property, plant and equipment); and economic value added (net operating earnings after tax, as defined by the company, less a capital charge on net operating assets employed). These financial measures may be adjusted at times for items that affect comparability between periods such as business consolidation costs and gains or losses on dispositions. Nonfinancial measures in the packaging segments include production efficiency and spoilage rates; quality control figures; environmental, health and safety statistics; production and sales volumes; asset utilization rates; and measures of sustainability. Additional measures used to evaluate financial performance in the aerospace and technologies segment include contract revenue realization, award and incentive fees realized, proposal win rates and backlog (including awarded, contracted and funded backlog).

We recognize that attracting, developing and retaining highly talented employees are essential to the success of Ball and, because of that, we strive to pay employees competitively and encourage their ownership of the company's common stock as part of a diversified portfolio. For most management employees, a meaningful portion of compensation is at risk as an incentive, dependent upon economic value added operating performance. For more senior positions, more compensation is at risk through economic value added performance and various long-term cash and stock compensation plans. Through our employee stock purchase plan and 401(k) plan, which matches employee contributions with Ball common stock, employees, regardless of organizational level, have opportunities to own Ball stock.

CONSOLIDATED SALES AND EARNINGS

For the first quarter of 2010, we reported consolidated net earnings attributable to Ball Corporation of $79.3 million, or 84 cents per diluted share, on sales of $1.7 billion, compared to $69.5 million, or 73 cents per diluted share, on sales of $1.6 billion in the first quarter of 2009. In the first quarter of 2010, we recorded a net charge of $1.7 million ($1.1 million after tax) related to previously announced plant closures. In the first quarter of 2009, $5.0 million ($3.1 million after tax) of accelerated depreciation expense was recorded in connection with the closure of a metal beverage can plant in Kansas City, Missouri.

The company has five reportable segments organized along a combination of product lines, after aggregating the metal beverage packaging, Americas and Asia, operations based on similar economic characteristics: (1) metal beverage packaging, Americas and Asia; (2) metal beverage packaging, Europe; (3) metal food and household products packaging, Americas; (4) plastic packaging, Americas; and (5) aerospace and technologies. We also have investments in companies in the U.S., the PRC and Brazil, which are accounted for using the equity method of accounting and, accordingly, those results are not included in segment sales or earnings.

Metal Beverage Packaging, Americas and Asia

($ in millions)	Three Months Ended March 28, 2010	Three Months Ended March 29, 2009
Net sales	$ 774.4	$ 620.4
Segment earnings	$ 74.0	$ 46.2
Business consolidation costs *(a)*	0.5	(5.0)
Total segment earnings	$ 74.5	$ 41.2

(a) Further details of these items are included in Note 5 to the consolidated financial statements within Item 1 of this report.

The metal beverage packaging, Americas and Asia, segment consists of operations located in the U.S., Canada and the PRC, which manufacture metal container products used in beverage packaging, as well as non-beverage plastic containers manufactured and sold mainly in the PRC. Ball's acquisition of the remaining 65-percent interest in a joint venture metal beverage can and end plant in Sanshui, PRC, is still pending and expected to close in 2010, subject to customary regulatory approvals.

This segment accounted for 45 percent of consolidated net sales in the first quarter of 2010 (39 percent in 2009). Sales in the first quarter of 2010, as compared to the same period in the prior year, were 25 percent higher primarily due to the additional sales associated with the four plants acquired from Anheuser-Busch InBev n.v./s.a. on October 1, 2009, and increased volumes in Asia, partially offset by slightly lower volumes from legacy North American operations.

Segment earnings in the first quarter of 2010 were $27.8 million higher than in the first quarter of 2009. The increase in earnings was primarily due to a net $15 million related to the higher volumes discussed above. Also contributing to the higher earnings in 2010 were cost savings from plant closures and favorable price and cost dynamics.

Metal Beverage Packaging, Europe

($ in millions)	Three Months Ended March 28, 2010	Three Months Ended March 29, 2009
Net sales	$ 367.5	$ 343.8
Segment earnings	35.0	30.9

The metal beverage packaging, Europe, segment includes metal beverage packaging products manufactured in Germany, the United Kingdom, France, the Netherlands, Poland and Serbia.

This segment accounted for 21 percent of consolidated net sales in the first quarter of 2010 (22 percent in 2009). Segment sales in the first quarter of 2010 as compared to the same period in the prior year increased 7 percent primarily due to higher sales volumes in the mid-single digits, foreign currency translation increases of 6 percent on the strength of the euro and favorable changes in product mix. These positive impacts were partially offset by the pass through of lower pricing from aluminum derivative instruments.

Segment earnings in the first quarter of 2010 increased $4.1 million as compared to the first quarter of 2009 primarily due to approximately $3 million in higher sales volumes plus favorable price and cost dynamics, partially offset by the favorable impact of foreign currency exchange hedge positions in the first quarter of 2009.

Metal Food & Household Products Packaging, Americas

($ in millions)	Three Months Ended March 28, 2010	Three Months Ended March 29, 2009
Net sales	$ 285.4	$ 283.6
Segment earnings	21.7	49.6

The metal food and household products packaging, Americas, segment consists of operations located in the U.S., Canada and Argentina that manufacture and sell metal food packaging cans, aerosol cans, paint cans, general line cans and decorative specialty cans.

Segment sales were approximately 17 percent of consolidated net sales in the first quarter of 2010 (18 percent in 2009). Segment sales in the first quarter of 2010 were flat compared to the same period in the prior year with an approximate 3 percent increase in volumes offset by unfavorable product mix.

Segment earnings in the first quarter of 2010 decreased by $27.9 million as compared to the same period in the prior year, primarily due to lower inventory costs in 2009 being partially offset by improved manufacturing performance of approximately $7 million in 2010.

Plastic Packaging, Americas

($ in millions)	Three Months Ended March 28, 2010	Three Months Ended March 29, 2009
Net sales	$ 113.9	$ 159.7
Segment earnings	$ (3.2)	$ 3.6
Business consolidation costs *(a)*	(2.2)	–
Total segment earnings	$ (5.4)	$ 3.6

(a) Further details of these items are included in Note 5 to the consolidated financial statements within Item 1 of this report.

The plastic packaging, Americas, segment consists of operations located in the U.S., which manufacture polyethylene terephthalate (PET) and polypropylene plastic container products used mainly in beverage and food packaging, as well as high density polyethylene and polypropylene containers for industrial and household product applications in 2009.

Segment sales were approximately 7 percent of consolidated net sales in the first quarter of 2010 (10 percent in 2009). Segment sales in the first quarter of 2010 as compared to the same period in the prior year decreased 29 percent primarily due to a decline in PET bottle sales to carbonated soft drink (CSD), water and sports drink customers; manufacturing disruptions at a PET plant due to a customer qualification issue; and a significant reduction in sales prices due to lower resin cost. These decreases were partially offset by higher specialty container volumes.

Segment earnings in the first quarter of 2010 decreased $6.8 million as compared to the first quarter of 2009 primarily due to the qualification issue discussed above and a delay in the startup of a new PET preform contract, both of which have since been resolved. The lower earnings included $16 million from the decreased sales volumes mentioned above, partially offset by $10 million of net cost savings due to business consolidation activities.

Aerospace and Technologies

($ in millions)	Three Months Ended	
	March 28, 2010	March 29, 2009
Net sales	$ 165.0	$ 178.1
Segment earnings	13.5	14.6

The aerospace and technologies segment consists of the manufacture and sale of aerospace and other related products and the providing of services used primarily in the defense, civil space and commercial space industries.

Segment sales represented 10 percent of consolidated net sales in the first quarter of 2010 (11 percent in 2009). Segment sales in the first quarter of 2010, as compared to the same period in the prior year, decreased 7 percent primarily due to the winding down of several of our large programs nearing completion, including several Hubble Space Telescope-related programs, Kepler and WorldView-2, combined with delays in program awards and government funding constraints. The reductions were partially offset by new program starts and increased scope on previously awarded contracts, which may favorably affect segment performance in the second half of 2010.

Segment earnings in the first quarter of 2010 decreased by $1.1 million as compared to the first quarter of 2009 due to the revenue volume reductions described above.

Contracted backlog in the aerospace and technologies segment at March 28, 2010, was $516 million compared to a backlog of $518 million at December 31, 2009.

Additional Segment Information

For additional information regarding the company's segments, see the business segment information in Note 3 accompanying the unaudited condensed consolidated financial statements included within Item 1 of this report. The charges recorded for business consolidation activities were based on estimates by Ball management and were developed from available information. If actual outcomes vary from the estimates, the differences will be reflected in current period earnings in the consolidated statement of earnings and identified as business consolidation gains and losses. Additional details about our business consolidation activities and associated costs are provided in Note 5 accompanying the unaudited condensed consolidated financial statements included within Item 1 of this report.

Ball's policy is to perform its annual goodwill impairment testing in the fourth quarter of each year, as well as on an interim basis when circumstances require. An update of this goodwill impairment testing was performed during the first quarter for the plastic packaging, Americas, segment. The updated impairment testing was performed in accordance with Ball's stated policy as described in Note 1 within Item 8 of our Form 10-K. The updated testing indicated a reduction of the segment's excess fair value over its carrying value, which makes future impairment reasonably possible, but did not indicate an impairment of goodwill. Management will continue to monitor the need for further goodwill impairment testing as conditions change in the business.

Equity in Results of Affiliates

The improvement in equity in results of affiliates in the first quarter of 2010 compared to the first quarter of 2009 was primarily due to negative foreign currency impacts in 2009 from our investment in Brazil. Also contributing to improved results in Brazil was the addition of a new joint venture plant in Tres Rios, which began commercial production in late 2009.

Selling, General and Administrative

Selling, general and administrative (SG&A) expenses were $84.7 million in the first quarter of 2010 compared to $75.2 million for the same period in 2009. The increase in SG&A expenses was due to unfavorable foreign currency effects of approximately $2 million, higher employee compensation costs of approximately $2 million, favorable mark-to-market adjustments of derivatives of approximately $2 million in the first quarter of 2009 that did not recur in 2010 and other miscellaneous cost increases.

Interest and Taxes

Consolidated interest expense was $33.9 million for the first quarter of 2010 compared to $25.8 million in the same period of 2009. The higher expense in 2010 was primarily due to higher levels of debt, including the issuance of $700 million in senior notes during August 2009.

The effective income tax rate was 20 percent for the first three months of 2010 compared to 28 percent for the same period in 2009. The tax rate in 2010 included a release of a tax reserve of $3 million and the accrual of a net $8 million tax benefit due to a change in the tax status of a foreign investment. The tax rate in 2009 included a $4.8 million release of the company's tax reserve for uncertain tax positions as the result of a foreign tax settlement. The full-year effective income tax rate for 2010 is expected to be approximately 32 percent.

NEW ACCOUNTING PRONOUNCEMENTS

For information regarding recent accounting pronouncements, see Note 2 to the unaudited condensed consolidated financial statements within Item 1 of this report on Form 10-Q.

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

Our primary sources of liquidity are cash provided by operating activities and external committed borrowings. We believe that cash flows from operations and cash provided by short-term and committed revolver borrowings, when necessary, will be sufficient to meet our ongoing operating requirements, scheduled principal and interest payments on debt, dividend payments and anticipated capital expenditures.

Cash flows used by operations of $272.0 million in the first three months of 2010 included $250 million related to a change in accounting for our accounts receivable securitization program. At December 31, 2009, the amount of accounts receivable sold under the securitization program was $250 million and, under the previous accounting guidance, this amount was presented in the consolidated balance sheet as a reduction of accounts receivable as a result of the true sale of receivables. However, upon the company's adoption of new prospective accounting guidance effective January 1, 2010, the amount of accounts receivable sold is not reflected as a reduction of accounts receivable on the balance sheet at March 28, 2010, resulting in a $250 million increase in accounts receivable and a corresponding working capital outflow from operating activities in the statement of cash flows. There was $50 million of accounts receivable sold under the securitization program at March 28, 2010, which has been presented as an increase in short-term debt in the balance sheet and in the financing activities section of the statement of cash flows.

Excluding the $250 million impact of additional accounts receivable from the change in accounting discussed above, cash flow used by operations was $22.0 million compared to $307.8 million in the first three months of 2009. The significant improvement in 2010 was primarily due to favorable working capital changes in accounts payable and, to a lesser degree, accounts receivable and inventories.

For the balance of 2010 we intend to focus our use of cash flow on share repurchases and debt reduction. Based on information currently available, we estimate 2010 capital spending to be approximately $235 million compared to 2009 capital spending of $187.1 million.

Contributions to the company's defined benefit plans, not including the unfunded German plans, are expected to be approximately $54 million in 2010. This estimate may change based on changes in the Pension Protection Act and actual plan asset performance, among other factors. Payments to participants in the unfunded German plans are expected to be approximately €18 million (approximately $24 million) for the full year.

Debt Facilities and Refinancing

Interest-bearing debt at March 28, 2010, increased approximately $597 million to $3.2 billion from $2.6 billion at December 31, 2009. On March 22, 2010, Ball issued $500 million of new 6.75 percent senior notes due in September 2020. On that same date, the company issued a notice of redemption to call $509 million in 6.875 percent senior notes due December 2012 at a redemption price of 101.146 percent of the outstanding principal amount plus accrued interest. The redemption of the bonds occurred on April 21, 2010, and resulted in a charge of $7.8 million ($4.7 million after tax) for the call premium and the write off of unamortized financing costs and unamortized premiums. The charge will be reported in the company's second quarter consolidated financial statements as a component of interest expense.

At March 28, 2010, approximately $600 million was available under the company's committed multi-currency revolving credit facilities, which are available until October 2011. The company also had $309 million of short-term uncommitted credit facilities available at the end of the first quarter, of which $75.4 million was outstanding and due on demand, as well as approximately $172 million of available borrowings under its accounts receivable securitization program.

Given our cash flow projections and unused credit facilities that are available until October 2011, the company's liquidity is expected to meet its ongoing operating cash flow and debt service requirements. While the worldwide financial and economic conditions have raised concerns about credit risk with counterparties to derivative transactions, the company mitigates its exposure by spreading the risk among various counterparties, thus limiting exposure with any one party. The company also monitors the credit ratings of its suppliers, customers, lenders and counterparties on a regular basis.

The company was in compliance with all loan agreements at March 28, 2010, and all prior periods presented and has met all debt payment obligations. The U.S. note agreements, bank credit agreement and industrial development revenue bond agreements contain certain restrictions relating to dividend payments, share repurchases, investments, financial ratios, guarantees and the incurrence of additional indebtedness. Additional details about the company's debt and receivables sales agreements are available in Notes 11 and 6, respectively, accompanying the unaudited condensed consolidated financial statements included within Item 1 of this report.

Share Repurchases

On February 17, 2010, in a privately negotiated transaction, Ball entered into an accelerated share repurchase agreement to buy $125.0 million of its common shares using cash on hand and available borrowings. The company advanced the $125.0 million on February 22, 2010, and received approximately 2.2 million shares, which represented 90 percent of the total shares as calculated using the previous day's closing price. The remaining shares and average price per share will be determined at the conclusion of the contract, which is expected to occur no later than August 2010.

Management Performance Measures

The following financial measurements are on a non-U.S. GAAP basis and should be considered in connection with the consolidated financial statements within Item 1 of this report. 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 presentation of earnings in accordance with U.S. GAAP is available in Item 1 of this report.

Management internally uses adjusted earnings before interest and taxes (adjusted EBIT) and adjusted earnings before interest, taxes, depreciation and amortization (adjusted EBITDA) to evaluate the company's performance. EBIT and EBITDA are typically derived directly from the company's consolidated statement of earnings; however, they may be adjusted for items that affect comparability between periods. Management also uses interest coverage and net debt to adjusted EBITDA ratios as metrics to monitor our credit quality.

Based on the above definitions, our calculations of adjusted EBIT, adjusted EBITDA, interest coverage ratio and net debt to adjusted EBITDA ratio as of and for the 12 months ended March 28, 2010, are summarized below:

($ in millions, except ratios)

Net earnings	$	398.2
Add interest expense		125.3
Add tax provision		153.8
Equity in results of affiliates		(21.2)
Earnings before interest and taxes (EBIT)		656.1
Add business consolidation and other activities		41.2
Less gain on dispositions		(39.1)
Adjusted EBIT		658.2
Add depreciation and amortization		290.2
Adjusted EBITDA	$	948.4
Interest expense	$	125.3
Total debt	$	3,193.6
Less cash		(391.4)
Net debt	$	2,802.2
Adjusted EBIT/Interest coverage		5.3x
Net debt/Adjusted EBITDA		3.0x

CONTINGENCIES, INDEMNIFICATIONS AND GUARANTEES

Details about the company's contingencies, indemnifications and guarantees are available in Notes 17 and 18 accompanying the unaudited condensed consolidated financial statements included within Item 1 of this report.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the ordinary course of business, we employ established risk management policies and procedures, which seek to reduce our exposure to fluctuations in commodity prices, interest rates, foreign currencies and prices of the company's common stock in regard to common share repurchases, although there can be no assurance that these policies and procedures will be successful. Further details are available in Item 7A within Ball's 2009 Annual Report on Form 10-K filed on February 22, 2010, and in Note 16 accompanying the unaudited condensed consolidated financial statements included within Item 1 of this report.

Commodity Price Risk

Considering the effects of derivative instruments, the company's ability to pass through certain raw material costs through contractual provisions, the market's ability to accept price increases and the company's commodity price exposures under its contract terms, a hypothetical 10 percent adverse change in the company's steel, aluminum and resin prices could result in an estimated $6.3 million after-tax reduction in net earnings over a one-year period. Additionally, if foreign currency exchange rates were to change adversely by 10 percent, we estimate there could be a $10.8 million after-tax reduction in net earnings over a one-year period for foreign currency exposures on raw materials. Actual results may vary based on actual changes in market prices and rates.

A hypothetical 10 percent increase in our natural gas and electricity prices, without considering such pass-through provisions, could result in an estimated $4.7 million after-tax reduction of net earnings over a one-year period. A hypothetical 10 percent increase in diesel fuel prices could result in an estimated $2.1 million after-tax reduction of net earnings over the same period. Actual results may vary based on actual changes in market prices and rates. The company continues to monitor and take steps as necessary to reduce its exposure related to natural gas and diesel fuel prices.

Interest Rate and Inflation Risk

Based on our interest rate exposure at March 28, 2010, our assumed floating rate debt levels throughout the next 12 months and the effects of our derivative instruments, a 100-basis point increase in interest rates could result in an estimated $5.0 million after-tax reduction in net earnings over a one-year period. Actual results may vary based on actual changes in market prices and rates and the timing of these changes.

Foreign Currency Exchange Rate Risk

Considering the company's derivative financial instruments outstanding at March 28, 2010, and the currency exposures, a hypothetical 10 percent reduction (U.S. dollar strengthening) in foreign currency exchange rates compared to the U.S. dollar could result in an estimated $24.6 million after-tax reduction in net earnings over a one-year period. This amount includes the $10.8 million currency exposure discussed above. This hypothetical adverse change in foreign currency exchange rates would also reduce our forecasted average debt balance by $61 million. Actual changes in market prices or rates may differ from hypothetical changes.

Equity Price Risk

The company's deferred compensation stock program is subject to variable plan accounting and, accordingly, is marked to market using the company's closing stock price at the end of a reporting period. Based on current share levels in the program, each $1 change in the company's stock price has an effect of $0.8 million on pretax earnings.

Item 4. CONTROLS AND PROCEDURES

Our chief executive officer and chief financial officer participated in management's evaluation of our disclosure controls and procedures, as defined by the Securities and Exchange Commission (SEC), as of the end of the period covered by this report and concluded that our controls and procedures were effective. During the quarter, there were no changes in the company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the company's internal control over financial reporting.

As permitted by Securities and Exchange Commission guidance, management has excluded the operations related to four manufacturing plants acquired from Anheuser-Busch InBev n.v./s.a. (AB InBev) on October 1, 2009, from its assessment of internal control over financial reporting as of March 28, 2010. (Additional details regarding the acquisition are available in Note 4 to the consolidated financial statements within Item 1 of this report on Form 10-Q.) The AB InBev operations represented approximately 2 percent of Ball's 2009 consolidated net sales and 9 percent of Ball's consolidated total assets at December 31, 2009. The controls for these acquired operations are required to be evaluated and tested by the end of 2010.

FORWARD-LOOKING STATEMENT

The company has made or implied certain forward-looking statements in this report which are made as of the end of the time frame covered by this report. These forward-looking statements represent the company's goals, and results could vary materially from those expressed or implied. From time to time we also provide oral or written forward-looking statements in other materials we release to the public. As time passes, the relevance and accuracy of forward-looking statements may change. Some factors that could cause the company's actual results or outcomes to differ materially from those discussed in the forward-looking statements include, but are not limited to: fluctuation in customer and consumer growth, demand and preferences; loss of one or more major customers or changes to contracts with one or more customers; insufficient production capacity; changes in senior management; the current global recession and its effects on liquidity, credit risk, asset values and the economy; overcapacity in foreign and domestic metal and plastic container industry production facilities and its impact on pricing; failure to achieve anticipated productivity improvements or production cost reductions, including those associated with capital expenditures; changes in climate and weather; fruit, vegetable and fishing yields; power and natural resource costs; difficulty in obtaining supplies and energy, such as gas and electric power; availability and cost of raw materials, as well as the increases in resin, steel, aluminum and energy costs, and the ability or inability to include or pass on to customers changes in raw material costs; changes in the pricing of the company's products and services; competition in pricing and the possible decrease in, or loss of, sales resulting therefrom; insufficient or reduced cash flow; transportation costs; the number and timing of the purchases of the company's common shares; regulatory action or federal and state legislation including mandated corporate governance and financial reporting laws; the effects of other restrictive packaging legislation, such as recycling laws; interest rates affecting our debt; labor strikes; increases and trends in various employee benefits and labor costs, including pension, medical and health care costs; 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; boycotts; antitrust, intellectual property, consumer and other litigation; maintenance and capital expenditures; goodwill impairment; changes in generally accepted accounting principles or their interpretation; accounting changes; local economic conditions; the authorization, funding, availability and returns of contracts for the aerospace and technologies segment and the nature and continuation of those contracts and related services provided thereunder; delays, extensions and technical uncertainties, as well as schedules of performance associated with such segment contracts; regional and global pandemics; international business and market risks, such as the devaluation or revaluation of certain currencies; international business risks (including foreign exchange rates) 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**,** Serbian dinar and Indian rupee; terrorist activity or war that disrupts the company's production or supply; 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 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); technological developments and innovations; successful or unsuccessful acquisitions, joint ventures or divestitures and the integration activities associated therewith, including the recent acquisition and related integration of four metal beverage can and end plants; 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. If the company is unable to achieve its goals, then the company's actual performance could vary materially from those goals expressed or implied in the forward-looking statements. The company currently does not intend to publicly update forward-looking statements except as it deems necessary in quarterly or annual earnings reports. You are advised, however, to consult any further disclosures we make on related subjects in our 10-K, 10-Q and 8-K reports to the SEC.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

There were no events required to be reported under Item 1 for the quarter ended March 28, 2010.

Item 1A. Risk Factors

Risk factors affecting the company can be found within Item 1A of the company's annual report on Form 10-K.

Item 2. Changes in Securities

The following table summarizes the company's repurchases of its common stock during the quarter ended March 28, 2010.

Purchases of Securities

($ in millions)	Total Number of Shares Purchased	Weighted Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs*(b)*
January 1 to January 31, 2010	223	$ 51.88	223	6,673,602
February 1 to February 28, 2010	2,243,589	$ 52.00	2,243,589	4,430,013
March 1 to March 28, 2010	5,149	$ 51.65	5,149	4,424,864
Total	2,248,961(a)	$ 52.00	2,248,961	

(a) Includes shares retained by the company to settle employee withholding tax liabilities.

(b) The company has an ongoing repurchase program for which shares are authorized from time to time by Ball's board of directors. On January 23, 2008, Ball's board of directors authorized the repurchase by the company of up to a total of 12 million shares of its common stock. This repurchase authorization replaced all previous authorizations.

Item 3. Defaults Upon Senior Securities

There were no events required to be reported under Item 3 for the quarter ended March 28, 2010.

Item 4. (Removed and Reserved)

Item 5. Other Information

There were no events required to be reported under Item 5 for the quarter ended March 28, 2010.

Item 6. Exhibits

10.1	Special Incentive Plan – Metal Beverage Packaging, Americas, which provides for certain cash incentive payments based upon the attainment of certain performance criteria
10.2	Third Amendment to Credit Agreement, dated April 12, 2010, by and among Ball Corporation, Ball European Holdings S.a.r.l., various financial institutions party thereto as lenders and Deutsche Bank AG, New York Branch, as administrative agent for the lenders, amending the Credit Agreement, dated October 13, 2005, as subsequently amended
20	Condensed consolidated financial statements as of December 31, 2009 and 2008, and for the three months ended March 28, 2010, and March 29, 2009
31	Certifications pursuant to Rule 13a-14(a) or Rule 15d-14(a), by R. David Hoover, Chairman of the Board and Chief Executive Officer of Ball Corporation and by Scott C. Morrison, Senior Vice President and Chief Financial Officer of Ball Corporation
32	Certifications pursuant to Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code, by R. David Hoover, Chairman of the Board and Chief Executive Officer of Ball Corporation and by Scott C. Morrison, Senior Vice President and Chief Financial Officer of Ball Corporation
99	Safe Harbor Statement Under the Private Securities Litigation Reform Act of 1995, as amended

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Ball Corporation
(Registrant)

By: /s/ Scott C. Morrison
Scott C. Morrison
Senior Vice President and Chief Financial Officer

Date: April 30, 2010

EXHIBIT INDEX

Certain portions of Exhibit EX-10.1 have been omitted based upon a request for confidential treatment. The non-public information has been filed with the Commission.

Description	Exhibit
Special Incentive Plan – Metal Beverage Packaging, Americas, which provides for certain cash incentive payments based upon the attainment of certain performance criteria. (The form of the plan is filed herewith.)	EX-10.1
Third Amendment to Credit Agreement, dated April 12, 2010, by and among Ball Corporation, Ball European Holdings S.a.r.l., various financial institutions party thereto as lenders and Deutsche Bank AG, New York Branch, as administrative agent for the lenders, amending the Credit Agreement, dated October 13, 2005, as subsequently amended. (Filed herewith.)	EX-10.2
Condensed consolidated financial statements as of December 31, 2009 and 2008, and for the three months ended March 28, 2010, and March 29, 2009 (Filed herewith.)	EX-20
Certifications pursuant to Rule 13a-14(a) or Rule 15d-14(a), by R. David Hoover, Chairman of the Board and Chief Executive Officer of Ball Corporation and by Scott C. Morrison, Senior Vice President and Chief Financial Officer of Ball Corporation (Filed herewith.)	EX-31
Certifications pursuant to Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code, by R. David Hoover, Chairman of the Board and Chief Executive Officer of Ball Corporation and by Scott C. Morrison, Senior Vice President and Chief Financial Officer of Ball Corporation (Furnished herewith.)	EX-32
Safe Harbor Statement Under the Private Securities Litigation Reform Act of 1995, as amended (Filed herewith.)	EX-99

EXHIBIT 10.1

Certain portions of the exhibit, EX-10.1, have been omitted based upon a request for confidential treatment. The non-public information has been filed with the Commission.

Memorandum

DATE

TO: [NAME}

FROM: R. David Hoover

SUBJECT: Acquisition-Related, Special Incentive Plan
Metal Beverage Packaging, Americas

I am pleased to advise you that you have been selected to participate in the referenced Acquisition-Related, Special Incentive Plan ("Plan"). This program is available only to selected executives and senior managers who are in a position to impact significantly the successful integration of the four recently acquired AB InBev plants into our business or to enhance and sustain the success of our other business units while the integration efforts proceed.

The terms of the Plan are as follows:

1. (a) Payment Contingent. Except as provided otherwise by paragraph 4 below, this Plan will pay you an amount of money determined in accordance with the provisions of paragraph 2 below, if (and only if) (i) the Company's Metal Beverage Packaging, Americas Division exceeds the Threshold EBIT Goal or the Threshold Cash Flow Goal for a Performance Period (as such terms are defined in paragraphs 1(b) and 1(c) below), and (ii) you are continuously employed full time by the Company from the effective date of this Plan, October 1, 2009, until the close of such Performance Period in your current position or another position eligible for inclusion in this Plan. If the Company's Metal Beverage Packaging, Americas Division exceeds the Threshold EBIT Goal and the Threshold Cash Flow Goal for none of the Performance Periods, or if you are not continuously employed full time by the Company as provided above from October 1, 2009, until the close of a Performance Period for which the Company's Metal Beverage Packaging, Americas Division exceeds the Threshold EBIT Goal or the Threshold Cash Flow Goal, you will not be paid any amount of money pursuant to this Plan, unless paragraph 4 below expressly provides otherwise.

(b) Performance Periods Defined.

(i) The term "Performance Period" means the Fifteen-Month Performance Period, the Twenty-Seven Month Performance Period, or the Thirty-Nine Month Performance Period as hereafter defined;

(ii) The term "Fifteen-Month Performance Period" means the period that begins on October 1, 2009, and that ends on December 31, 2010;

(iii) The term "Twenty-Seven Month Performance Period" means the period that begins on January 1, 2011, and that ends on December 31, 2011; and

(iv) The term "Thirty-Nine Month Performance Period" means the period that begins on January 1, 2012, and that ends on December 31, 2012.

(c) Cumulative EBIT and Cash Flow Defined.

(i) "Cumulative EBIT" means, with respect to any Performance Period, the cumulative earnings before interest and taxes of the Company's Metal Beverage Packaging, Americas Division for such Performance Period (including, without limitation, expenses for this Plan and any other similar or dissimilar compensation arrangement). Such amount will exclude all interest and provisions for taxes based on income and without giving effect to any extraordinary gains or losses, or gains or losses from sales of assets other than inventory sold in the ordinary course of business, all as determined in accordance with generally accepted accounting principles and as included in the audited financial statements of the Company and its consolidated subsidiaries for such Performance Period; and

(ii) "Cumulative Cash Flow" means, with respect to any Performance Period, Cumulative EBIT for such Performance Period as defined in paragraph 1(c)(i) above with the following additions and deductions: (a) add an amount equal to the cumulative charges for depreciation and amortization of the Company's Metal Beverage Packaging, Americas Division for such Performance Period, (b) add an amount equal to the cumulative decreases in working capital of the Company's Metal Beverage Packaging, Americas Division in such Performance Period, (c) deduct an amount equal to the cumulative capital expenditures (including cash rationalization costs, net of any cash tax benefits) of the Company's Metal Beverage Packaging, Americas Division for such Performance Period, and (d) deduct an amount equal to the cumulative increases in working capital of the Company's Metal Beverage Packaging, Americas Division in such Performance Period, all as determined in accordance with generally accepted accounting principles and as included in the audited financial statements of the Company and its consolidated subsidiaries for such Performance Period.

(iii) The Ball Corporation Chief Financial Officer shall make all determinations related to the final EBIT and Cash Flow calculations under this Plan.

2. Special Incentive Plan Award Opportunity and Performance Goals

(a) For the Thirty-Nine Month Performance Period your award opportunity ("Special Incentive Factor") is [xx] percent of your average annual base salary earned in calendar years 2010, 2011 and 2012. Actual awards (including interim awards) under this Plan may range from zero to 150 percent of your Special Incentive Factor and are based on achievement of performance goals for the Company's Metal Beverage Packaging, Americas Division as outlined below:

Cumulative Performance Goals
($ millions)

Performance Measure	15-Month Performance Period Ending December 31, 2010			27-Month Performance Period Ending December 31, 2011			39-Month Performance Period Ending December 31, 2012		
	Threshold	Target	Maximum	Threshold	Target	Maximum	Threshold	Target	Maximum
	Confidential Information[1]			**Confidential Information**			**Confidential Information**		
Cumulative EBIT	*****	*****	*****	*****	*****	******	*****	*****	*****
Cumulative Cash Flow	*****	*****	*****	*****	*****	*****	*****	*****	*****

[1] **Portions of the exhibit have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission. The omissions have been indicated by asterisks ("*****") and the omitted text has been filed separately with the Securities and Exchange Commission.**

The cumulative Performance Goals are based on the financial goals of the Metal Beverage Packaging, Americas Division measured from October 1, 2009, to the end of the Performance Period.

Depending upon actual cumulative performance for each of the Performance Periods above, interim awards may be made at the end of each Performance Period as follows:

Percentage of Special Incentive Factor Awarded Based on
Actual Cumulative Performance During Performance Periods

Percent of Special Incentive Factor Awarded	15-Month Performance Period Ending December 31, 2010			27-Month Performance Period Ending December 31, 2011			39-Month Performance Period Ending December 31, 2012		
	Threshold	Target	Maximum	Threshold	Target	Maximum	Threshold	Target	Maximum
	Confidential Information[3]			**Confidential Information**			**Confidential Information**		
Based upon Cumulative EBIT	*****	*****	*****[1]	*****	*****[2]	*****[1]	*****	*****[2]	*****[2]
Based upon Cumulative Cash Flow	*****	*****	*****[1]	*****	*****[2]	*****[1]	*****	*****[2]	*****[2]

[1] Payments at the end of the 15-Month and 27-Month Performance Periods will be limited to no more than target payments. Amounts which are payable for performance in excess of target performance are calculated and payable only on the basis of cumulative performance for the 39-month Performance Period.

[2] Minus awards, if any, previously made under this Special Incentive Plan.

[3] **Portions of the exhibit have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission. The omissions have been indicated by asterisks ("*****") and the omitted text has been filed separately with the Securities and Exchange Commission.**

For each Performance Period, if actual performance under each measure is greater than Threshold Performance, but is less than Target Performance, awards shall be calculated pursuant to the table above, determined on a straight line interpolation between Threshold Performance and Target Performance levels. For the Thirty-Nine Month Performance Period only, if actual performance under each measure is greater than Target Performance, but is less than Maximum Performance, awards shall be calculated pursuant to the table above, determined on a straight line interpolation between Target Performance and Maximum Performance levels.

Payment of amounts earned under this Plan with respect to any Performance Period shall take place on or before March 15 of the calendar year next following the close of such Performance Period.

3. Payment Contingent on Continued Service with the Company. Except to the extent otherwise expressly provided by paragraph 4, in order to be eligible to receive an award under this Plan, you must be employed full time by the Company from the date you begin participating in the Plan, until the close of the Performance Period in respect of which the payment is to be made. If your full-time employment by the Company terminates for any reason before the close of the Performance Period in respect of which a payment is to be made pursuant to any of the preceding paragraph, then, except to the extent otherwise expressly provided by paragraph 4 below, upon such termination of employment you shall relinquish any right to be paid any money that would otherwise thereafter be paid to you pursuant to this Plan in respect of such Performance Period.

4. Exception for Certain Terms of Service during Performance Period. If, before the close of the Thirty-Nine Month Performance Period, you cease to be continuously employed full time by the Company by reason of early or normal retirement, as defined in the applicable Company pension plan in which you participate, or for any other reason (including, but not limited to, by reason of your being transferred to a position not eligible for inclusion in this Plan) except for (a) cause, or (b) your voluntary termination of employment, then, the Company will pay you (or your Beneficiary, in the case of your death) the amount of money which would have been paid to you pursuant to paragraph 2 if your full-time employment and participation in the Plan had continued until the close of the Thirty-Nine Month Performance Period, multiplied by a fraction the numerator of which shall be the number of full months of continuous full-time employment that you actually served during the Thirty-Nine Month Performance Period, and the denominator of which shall be Thirty-Nine months. Any money payable pursuant to the preceding sentence shall be paid at the same time, on the same terms, and subject to the same conditions that would have applied if your full-time employment and participation in the Plan had continued until the close of the Thirty-Nine Month Performance Period.

5. Withholding. All amounts of money that are payable pursuant to this Plan shall be subject to the withholding of such amounts as the Company may, in its sole discretion, determine are required to be withheld or collected under the laws or regulations of any governmental authority, whether federal, state, or local and whether domestic or foreign.

6. Administration, Interpretation, and Construction. The terms and conditions of the Plan shall be administered, interpreted, and construed by the Human Resources Committee of the Board of Directors of the Company (“Human Resources Committee”) or its designated administrator of the Plan, whose decisions shall be final, binding, and conclusive. Without limiting the generality of the foregoing, any determination as to whether or not your employment has been terminated for cause, or has been terminated voluntarily by you, or whether you have

transferred to a position not eligible for participation, shall be made in the good faith but otherwise absolute discretion of the Human Resources Committee or its designated administrator of the Plan.

7. No Employment Rights. No provision of the Plan shall confer upon you any right to continue in the employ of the Company or any subsidiary of the Company, or shall in any way affect the right and power of the Company or any subsidiary of the Company to terminate your employment at any time for any reason or no reason, or shall impose upon the Company or any subsidiary of the Company, any liability not expressly provided for in the Plan if your employment is so terminated.

8. Rights Not Transferable. No rights under this Plan, contingent or otherwise, shall be assignable or transferable other than to a "Beneficiary" (as hereafter defined) upon your death, either voluntarily, or, to the full extent permitted by law, involuntarily, by way of encumbrance, pledge, attachment, levy, or charge of any nature. Any attempt to transfer, assign, encumber, pledge, attach, levy upon, or charge any rights under the Plan, other than to a Beneficiary in the event of your death, shall be null, void, and of no force or effect and, in the event of any such attempt, the Human Resources Committee may terminate your participation in the Plan. For this purpose, a "Beneficiary" shall mean a person or entity (including a trust or estate), designated in writing by you on the attached form or similar document to whom amounts that would have otherwise been made to you shall pass in the event of your death. If no such person or entity has been so designated, or if no person or entity so designated is alive or in existence at the time any amount becomes payable pursuant to this Plan, your "Beneficiary" shall mean the legal representative of your estate.

9. Successors and Mergers, Consolidation or Change in Control. The terms and conditions of this Plan shall inure to the benefit of and bind you and the Company, its successors, assignees and personal representatives. If a change in control should occur, then the rights and obligations created hereunder shall be the rights and obligations of the acquirer or successor corporation.

10. Employment or Failure Eligibility to Participate Not Guaranteed. Nothing contained in this Plan nor any action taken hereunder shall be construed as a contract of employment or as giving you any right to be retained in the employ of the Company. Designation as a Participant may be revoked at any time.

Finally, this Plan provides you the opportunity to earn special incentive compensation on the terms and conditions set forth above. I am very pleased that you have been chosen to participate in this Special Incentive Plan and am confident that you will have a significant impact on our Company's success.

BALL CORPORATION

<u>Designation of Beneficiary under Acquisition-Related Special Incentive Plan</u>

I hereby designate the following person or entity as my Beneficiary to receive any amount of money that may be paid after my death pursuant to my Acquisition-Related, Special Incentive Plan dated as of _____ :

Primary Beneficiary: ____

Contingent Beneficiary, if primary beneficiary is not alive or in existence at the time any amount is to be paid pursuant to such Plan:

____

I hereby revoke any previous designation of such a Beneficiary that I may have made.

I understand that:

1. The foregoing designation of Beneficiary is subject to acceptance in writing by the Executive Vice President, Administration, of the Company, and may be revoked by me at any time without the consent of any person or entity designated above, in a signed writing delivered to the Executive Vice President, Administration, of the Company; and

2. If (a) such designation is not accepted in writing by the Executive Vice President, Administration, of the Company, or (b) no Beneficiary has been designated by me above, or (c) no beneficiary designated above is alive or in existence at the time any amount becomes payable pursuant to the aforementioned Plan after my death, then for purposes of such Plan my Beneficiary will be the legal representative of my estate.

Dated: ____________________ Signed: ________________________ _____

For Executive Vice President, Administration, of the Company:

Designation of Beneficiary: ¨ accepted ¨ rejected Date: ____________________

By: ________________________________

Executive Vice President, Administration

THIRD AMENDMENT TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of April 12, 2010, is by and among Ball Corporation, an Indiana corporation ("Company"), Ball European Holdings, S.ar.l., a corporation organized under the laws of Luxembourg ("European Holdco"), the financial institutions signatory hereto in their capacity as Lenders (as defined below) under the Credit Agreement (as defined below) and Deutsche Bank AG New York Branch, as administrative agent for the Lenders ("Administrative Agent").

W I T N E S S E T H :

WHEREAS, Company, European Holdco, certain subsidiaries of Company (together with Company and European Holdco, "Borrowers"), certain financial institutions (the "Lenders") and Administrative Agent are parties to that certain Credit Agreement dated as of October 13, 2005, as amended by that certain First Amendment to Credit Agreement, dated as of March 27, 2006 and that certain Second Amendment to Credit Agreement, dated as of July 31, 2009 (as further amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), pursuant to which the Lenders have provided to Borrowers credit facilities and other financial accommodations; and

WHEREAS, Borrowers have requested that Administrative Agent and the Lenders amend the Credit Agreement in certain respects as set forth herein and the Lenders and Administrative Agent are agreeable to the same, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms**. Terms capitalized herein and not otherwise defined herein are used with the meanings ascribed to such terms in the Credit Agreement.

2. **Amendments to Credit Agreement**. The Credit Agreement is, as of the Third Amendment Effective Date, hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by amending and restating the definition of "Permitted BAP Group Investment Amount" to read as follows:

"Permitted BAP Group Investment Amount" means an amount equal to (i) prior to a redesignation pursuant to Section 12.23, (A) the Dollar Equivalent of the aggregate Investments made pursuant to Section 8.7(l) and (B) the aggregate Dollar Equivalent amount of Guarantee Obligations or credit support incurred pursuant to Section 8.7(l) and (ii) thereafter, $0.

(b) Section 1.1 of the Credit Agreement is hereby amended by inserting the following defined terms in appropriate alphabetical order:

"Defaulting Lender Termination" has the meaning assigned to that term in Section 4.1(b)(i).

"Defaulting Lender Termination Date" has the meaning assigned to that term in Section 4.1(b)(i).

"Revolving Facility" means the Multicurrency Revolving Facility or the Canadian Revolving Facility, as the case may be, and "Revolving Facilities" means such Facilities collectively.

(c) Section 2.1(c)(i)(1) of the Credit Agreement is hereby amended by adding the following sentence at the end of such subsection:

"Notwithstanding the foregoing, in the event a Lender Default exists, U.S. Swing Line Lender shall not be required to make any U.S. Swing Line Loans unless U.S. Swing Line Lender has entered into arrangements reasonably satisfactory to it and Company to eliminate U.S. Swing Line Lender's risk with respect to the refunding or participation in such U.S. Swing Line Loans of the Defaulting Lender or Lenders, including by cash collateralizing such Defaulting Lender or Lenders' applicable Multicurrency Revolver Pro Rata Share of the applicable U.S. Swing Line Loans, which arrangements shall be deemed to be consented to by the Lenders."

(d) Section 2.1(c)(i)(2) of the Credit Agreement is hereby amended by adding the following sentence at the end of such subsection:

"Notwithstanding the foregoing, in the event a Lender Default exists, European Swing Line Lender shall not be required to make any European Swing Line Loans unless European Swing Line Lender has entered into arrangements reasonably satisfactory to it and Company to eliminate the European Swing Line Lender's risk with respect to the refunding or participation in such European Swing Line Loans of the Defaulting Lender or Lenders, including by cash collateralizing such Defaulting Lender or Lenders' applicable Multicurrency Revolver Pro Rata Share of the applicable European Swing Line Loans, which arrangements shall be deemed to be consented to by the Lenders."

(e) Section 4.1 of the Credit Agreement is amended by lettering the existing text of such Section as clause (a) thereof and inserting the following new clause (b) at the end of such Section as follows:

"(b) **Optional Termination of Commitment of Defaulting Lender.**

(i) At any time a Lender is a Defaulting Lender, upon prior written notice (or telephonic notice if confirmed in writing) to Administrative Agent at its Notice Address and to such Defaulting Lender, (A) Company may, without premium or penalty, terminate in full the Multicurrency Revolver Commitment and/or Swing Line Commitment of such Defaulting Lender and (B) Canadian Borrower may, without premium or penalty, terminate in full the Canadian Revolving Commitment of such Defaulting Lender (any such termination, a "Defaulting Lender Termination"), in each case, provided, that, at the time of such Defaulting Lender Termination, (1) no Unmatured Event of Default or Event of Default has occurred and is continuing (unless the Required Lenders consent to such Defaulting

Lender Termination), (2) either (x) no Loans are outstanding under any Revolving Facility in which such Defaulting Lender has a Commitment, (y) such Defaulting Lender's Pro Rata Share of outstanding Multicurrency Revolving Loans and Canadian Revolving Loans is zero or (z) the aggregate outstanding principal amount of Multicurrency Revolving Loans and Canadian Revolving Loans, if any, owing to such Defaulting Lender shall have been repaid in full in accordance with clause (iv) below and (3)(a) in the case of the Multicurrency Revolving Facility, the sum of the aggregate outstanding principal amount of all remaining Multicurrency Revolving Loans plus the LC Obligations plus the aggregate outstanding principal amount of all remaining Swing Line Loans shall not exceed the aggregate Multicurrency Revolving Commitments of all remaining Multicurrency Revolving Lenders or (b) in the case of the Canadian Revolving Facility, the sum of the aggregate outstanding principal amount of all remaining Canadian Revolving Loans shall not exceed the aggregate Canadian Revolving Commitments of all remaining Canadian Revolving Lenders. Each such notice shall specify the effective date of such Defaulting Lender Termination (the "Defaulting Lender Termination Date"), which Defaulting Lender Termination Date shall be acceptable to Administrative Agent in its reasonable discretion;

(ii) On each such Defaulting Lender Termination Date, (A) the Multicurrency Revolving Commitment and Canadian Revolving Commitment of such Defaulting Lender shall be reduced to zero, (B) such Defaulting Lender shall cease to be a "Canadian Revolving Lender" and/or "Multicurrency Revolving Lender", as applicable, hereunder (provided that any Defaulting Lender shall continue to be entitled to the indemnification provisions contained herein, but only with respect to such matters arising prior to the applicable Defaulting Lender Termination Date), (C) the respective Multicurrency Revolving Commitments and Canadian Revolving Commitments, as applicable, of all other Lenders shall remain unchanged and (D) the Pro Rata Shares of outstanding LC Obligations and Swing Line Loans will be reallocated by Administrative Agent among the Multicurrency Revolving Lenders (other than the Defaulting Lender), as the case may be, in accordance with their Pro Rata Shares of the applicable Facilities after giving effect to such Defaulting Lender Termination;

(iii) Except as otherwise provided in clause (iv) below, concurrently with any payment of interest or fees to the Lenders with respect to any applicable Revolving Facility occurring on or after such Defaulting Lender Termination Date with respect to any period before such Defaulting Lender Termination Date, such Defaulting Lender shall be paid its Pro Rata Share (based on its Pro Rata Share before giving effect to such Defaulting Lender Termination) of such interest or fees, as applicable;

(iv) If on the Defaulting Lender Termination Date for a Defaulting Lender the outstanding principal balance of Loans under any Revolving Facility in which such Defaulting Lender has a Commitment is not zero, the applicable Borrower may, notwithstanding any other provision of this Agreement to the contrary (including, without limitation, Section 12.6(a)), repay the entire outstanding principal balance of such Loans owing to such Defaulting Lender on such Defaulting Lender Termination Date, together with all accrued and unpaid interest thereon; and

(v) The exercise by any Borrower of its rights under this Section 4.1(b) or any other provision of this Agreement applicable to a Defaulting Lender shall not be to the exclusion of, nor be a limitation on, any other rights or remedies that may be available to such Borrower with respect to such Defaulting Lender under applicable law."

(f) Section 8.7(l) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"**(l)** Investments, in addition to those Investments identified on Schedule 8.7, in any member of the BAP Group; provided, however, until such time as a redesignation of the BAP Group occurs pursuant to Section 12.23, such additional Investments, together with (i) the Dollar Equivalent of the aggregate Investments pursuant to Section 8.7(m)(ii), and (ii) the aggregate Dollar Equivalent amount of Guarantee Obligations or credit support of Company and its Subsidiaries with respect to (A) Other Hedging Agreements to which a member of the BAP Group is party and (B) Indebtedness and other obligations of one or more members of the BAP Group (such amount to equal the Dollar Equivalent of the aggregate maximum principal amount of the Indebtedness or other obligations subject to such Guarantee Obligations or credit support), shall not exceed the Dollar Equivalent of $150,000,000 in the aggregate after the Effective Date;"

(g) Section 8.10 of the Credit Agreement is hereby amended by amending and restating the proviso in the last sentence therein in its entirety to read as follows:

"provided, that, notwithstanding the foregoing, (x) Company may incur Guarantee Obligations and provide credit support in respect of Indebtedness and other obligations of one or more members of the BAP Group (provided that any such Guarantee Obligations or other credit support is not prohibited under Section 8.2) and (y) Company or any of its Subsidiaries may incur Guarantee Obligations or provide credit support in respect of Other Hedging Agreements entered into by a member of the BAP Group, in each case of (x) or (y) above to the extent such Guarantee Obligations would not result in a violation of Section 8.7(l) or (m)."

3. Representations and Warranties. In order to induce Administrative Agent and the Lenders to enter into this Amendment, each of Company and European Holdco hereby represents and warrants to Administrative Agent and the Lenders, in each case after giving effect to this Amendment, as follows:

(a) Each of Company and European Holdco has the corporate or other organizational right, power and capacity and has been duly authorized and empowered by all requisite corporate or limited liability company and shareholder or member action to enter into, execute, deliver and perform this Amendment and all agreements, documents and instruments executed and delivered pursuant to this Amendment.

(b) This Amendment constitutes each of Company's and European Holdco's respective legal, valid and binding obligation, enforceable against each of Company and European Holdco respectively, except as enforcement thereof may be subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforcement is sought in a proceeding in equity or at law or otherwise).

(c) The representations and warranties contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects at and as of the Third Amendment Effective Date as though made on and as of the Third Amendment Effective Date (except to the extent expressly made as of a specified date, in which event such representation and warranty is true and correct in all material respects as of such specified date).

(d) Each of Company's and European Holdco's execution, delivery and performance of this Amendment do not and will not violate its respective articles or certificate of incorporation, by-laws or other Organizational Documents, any law, rule, regulation, order, writ, judgment, decree or award applicable to it or any contractual provision to which it is a party or to which it or any of its respective property is subject.

(e) No authorization or approval or other action by, and no notice to or filing or registration with, any governmental authority or regulatory body (other than those which have been obtained and are in force and effect) is required in connection with the execution, delivery and performance by Company, European Holdco or any other Credit Party of this Amendment and all agreements, documents and instruments executed and delivered pursuant to this Amendment.

(f) No Event of Default or Unmatured Event of Default exists under the Credit Agreement or would exist immediately after giving effect to this Amendment.

4. Conditions to Effectiveness of Amendment. This Amendment shall become effective on the Business Day (the "Third Amendment Effective Date") each of the following conditions precedent is satisfied:

(a) Execution and Delivery of Amendment. Administrative Agent (or its counsel) shall have received from (A) Lenders constituting the Required Lenders and (B) Company and European Holdco either (i) a counterpart of this Amendment signed on behalf of such party or (ii) written evidence satisfactory to Administrative Agent (which may include telecopy transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment;

(b) Adverse Change. On the Third Amendment Effective Date, both before and after giving effect to the Amendment, there shall be no facts, events or circumstances then existing

and nothing shall have occurred which shall have come to the attention of any of the Lenders which materially adversely affects the business, financial condition or operations of Company and its Subsidiaries taken as a whole since December 31, 2009;

(c) Litigation. No action, suit or proceeding (including, without limitation, any inquiry or investigation) by any entity (private or governmental) shall be pending or, to the best knowledge of Borrowers, threatened against Company or any of its Subsidiaries or with respect to the Credit Agreement, or any documentation executed in connection therewith or the transactions contemplated thereby (including, without limitation, this Amendment), or which Administrative Agent shall determine would reasonably be expected to have a Material Adverse Effect, and no injunction or other restraining order shall remain effective or a hearing therefor remain pending or noticed with respect to the Credit Agreement, or any documentation executed in connection therewith or the transactions contemplated thereby (including, without limitation, this Amendment), the effect of which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect;

(d) Representations and Warranties. The representations and warranties contained in this Amendment, the Credit Agreement and the other Loan Documents shall each be true and correct in all material respects at and as of the Third Amendment Effective Date as though made on and as of the Third Amendment Effective Date (except to the extent such representations and warranties are expressly made as of a specified date in which event such representations and warranties shall be true and correct in all material respects as of such specified date); and

(e) No Defaults. No Unmatured Event of Default or Event of Default under the Credit Agreement shall have occurred and be continuing.

5. Agreement of Company. Company shall deliver written notice to Lehman Brothers Commercial Paper, Inc. ("LCPI"), in accordance with Section 4.1(b) of the Credit Agreement, as amended by this Amendment, terminating in full the Multicurrency Revolving Commitment and Swing Line Commitment of LCPI. Such notice shall (i) specify that the termination effected thereby shall be effective, as of the Third Amendment Effective Date, immediately upon effectiveness of this Amendment, and (ii) have been acknowledged and accepted by the Administrative Agent.

6. Miscellaneous. The parties hereto hereby further agree as follows:

(a) Costs, Expenses and Taxes. Company hereby agrees to pay all reasonable fees, costs and expenses of Administrative Agent incurred in connection with the negotiation, preparation and execution of this Amendment and the transactions contemplated hereby, including, without limitation, the reasonable fees and expenses of Winston & Strawn LLP, counsel to Administrative Agent.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Amendment.

(c) Headings. Headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(d) Integration. This Amendment and the Credit Agreement (as amended hereby) constitute the entire agreement among the parties hereto with respect to the subject matter hereof.

(e) Governing Law. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF SAID STATE, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAWS RULES.

(f) Binding Effect. This Amendment shall be binding upon, and inure to the benefit of, Borrowers, Administrative Agent, the Lenders and their respective successors and assigns; provided, however, that no Borrower may assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Lenders. This Amendment shall not be construed so as to confer any right or benefit upon any Person other than the Borrowers, the other Credit Parties hereto, the Agents and the Lenders and their respective successors and permitted assigns.

(g) Amendment; Waiver. The parties hereto agree and acknowledge that nothing contained in this Amendment in any manner or respect limits or terminates any of the provisions of the Credit Agreement or any of the other Loan Documents other than as expressly set forth herein and further agree and acknowledge that the Credit Agreement (as amended hereby) and each of the other Loan Documents remain and continue in full force and effect and are hereby ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any rights, power or remedy of the Lenders or Administrative Agent under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document. No delay on the part of any Lender or Administrative Agent in exercising any of their respective rights, remedies, powers and privileges under the Credit Agreement or any of the Loan Documents or partial or single exercise thereof, shall constitute a waiver thereof. On and after the Third Amendment Effective Date each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Credit Agreement in the Loan Documents and all other documents delivered in connection with the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby. Company and European Holdco acknowledge and agree that this Amendment constitutes a “Loan Document” for purposes of the Credit Agreement, including, without limitation, Section 10.1 of the Credit Agreement. None of the terms and conditions of this Amendment may be changed, waived, modified or varied in any manner, whatsoever, except in accordance with Section 12.1 of the Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

BALL CORPORATION

By: /s/ Scott C. Morrison
Name: Scott C. Morrison
Title: Senior Vice President, Chief Financial Officer and Treasurer

BALL EUROPEAN HOLDINGS, S.AR.L.

By: /s/ Gerd Schildgen
Name: Gerd Schildgen
Title: Manager

By: /s/Douglas K. Bradford
Name: Douglas K. Bradford
Title: Manager

Signature Page to Ball Third Amendment to Credit Agreement

DEUTSCHE BANK AG NEW YORK BRANCH, in its individual capacity and as Administrative Agent

By: /s/ Erin Morrissey
Name: Erin Morrissey
Title: Vice President

By: /s/Scottye Lindsey
Name: Scottye Lindsey
Title: Director

Signature Page to Ball Third Amendment to Credit Agreement

DEUTSCHE BANK AG CANADA BRANCH

By: /s/ Rod O’Hara
Name: Rod O’Hara
Title: Director

BALL EUROPEAN HOLDINGS, S.AR.L.

By: /s/Renate Engel
Name: Renate Engel
Title: Assistant Vice President

Signature Page to Ball Third Amendment to Credit Agreement

AgStar Financial Services, FLCA

By: /s/ Donald G. Lindeman

Name: Donald G. Lindeman

Title: Vice President Capital Markets and Sales Leader

PNC BANK, NATIONAL ASSOCIATION

By: /s/ William E. Welsh, Jr.
Name: William E. Welsh, Jr.
Title: Vice President

Signature Page to Ball Third Amendment to Credit Agreement

PNC BANK CANADA BRANCH

By: /s/ Caroline Stade
Name: Caroline Stade
Title: Senior Vice President

By: /s/Bill Hines
Name: Bill Hines
Title: Senior Vice President & Principal Officer

Signature Page to Ball Third Amendment to Credit Agreement

UniCredit S.p.A., New York Branch

By: /s/ Yoram Dankner
Name: Yoram Dankner
Title: Managing Director

By: /s/Patricia Tresnan
Name: Patricia Tresnan
Title: Managing Director

Signature Page to Ball Third Amendment to Credit Agreement

U.S. Bank National Association

By: /s/ Blake Malia

Name: Blake Malia

Title: Vice President

Signature Page to Ball Third Amendment to Credit Agreement

Lehman Commercial Paper Inc.

By: /s/ Randall Braunfeld

Name: Randall Braunfeld

Title: Authorized Signatory

Signature Page to Ball Third Amendment to Credit Agreement

Farm Credit Services of America, PCA

By: /s/ Steven L. Moore

Name: Steven L. Moore

Title: Vice President

Signature Page to Ball Third Amendment to Credit Agreement

FARM CREDIT BANK OF TEXAS

By: /s/ Chris M. Levine
Name: Chris M. Levine
Title: Vice President

The Bank of Tokyo-Mitsubishi UFJ, Ltd.

By: /s/ Thomas Danielson
Name: Thomas Danielson
Title: Authorized Signatory

Signature Page to Ball Third Amendment to Credit Agreement

Colorado State Bank & Trust, N.A.

By: /s/ Kelly Condon

Name: Kelly Condon

Title: SVP

Signature Page to Ball Third Amendment to Credit Agreement

COMMERZBANK AG, NEW YORK AND GRAND CAYMAN BRANCHES

By: /s/ Matias Cruces
Name: Matias Cruces
Title: Vice President

By: /s/ Joseph Mormak
Name: Joseph Mormak
Title: Vice President

Signature Page to Ball Third Amendment to Credit Agreement

RZB Finance LLC

By: /s/ JOHN A. VALISKA
Name: JOHN A. VALISKA
Title: First Vice President

By: /s/ CHRISTOPH HOEDL
Name: CHRISTOPH HOEDL
Title: First Vice President

Signature Page to Ball Third Amendment to Credit Agreement

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA (FORMERLY WACHOVIA CAPITAL FINANCE CORPORATION (CANADA))

By: /s/ RAYMOND EGHOBAMIEN

Name: RAYMOND EGHOBAMIEN

Title: VICE PRESIDENT

Signature Page to Ball Third Amendment to Credit Agreement

AgFirst Farm Credit Bank, as Voting Participant

By: /s/ Steven J. O’Shea
Name: Steven J. O’Shea
Title: Vice President

COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., “RABOBANK NEDERLAND”, NEW YORK BRANCH

By: /s/ Jeff P. Geisbauer
Name: Jeff P. Geisbauer
Title: Vice President

By: /s/ Rebecca O. Morrow
Name: Rebecca O. Morrow
Title: Executive Director

Signature Page to Ball Third Amendment to Credit Agreement

SunTrust Bank

By: /s/ Baerbel Freudenthaler

Name: Baerbel Freudenthaler

Title: Vice President

BANK OF HAWAII

By: /s/ Anna Hu
Name: Anna Hu
Title: Vice President

Signature Page to Ball Third Amendment to Credit Agreement

[Northwest Farm Credit Services, FLCA]

By: /s/ Carol Sobson

Name: Carol Sobson

Title: Vice President, Capital Markets

First Commercial Bank, New York Agency

By: /s/ May Hsiao

Name: May Hsiao

Title: AGM

Signature Page to Ball Third Amendment to Credit Agreement

JPMORGAN CHASE BANK, N.A.

By: /s/ Jennifer Heard
Name: Jennifer Heard
Title: Vice President

ING CAPITAL LLC

By: /s/ Gil Kirkpatrick

Name: Gil Kirkpatrick

Title: Managing Director

COBANK, ACB, as a Lender

By: /s/ JEFF NORTE

Name: JEFF NORTE

Title: VICE PRESIDENT

Signature Page to Ball Third Amendment to Credit Agreement

Fortis Capital Corp.

By: /s/ Douglas Riahi
Name: Douglas Riahi
Title: Managing Director

By: /s/ Steven D. Silverstein
Name: Steven D. Silverstein
Title: Director

[Allied Irish Banks, p.l.c]

By: /s/ Joseph Augustini
Name: Joseph Augustini
Title: SVP

By: /s/ Marc Pierron
Name: Marc Pierron
Title: AVP

Signature Page to Ball Third Amendment to Credit Agreement

[AIB Debt Management Limited]

By: /s/ Joseph Augustini

Name: Joseph Augustini

Title: SVP, investment advisor to AIB Debt Management Limited

By: /s/ Marc Pierron

Name: Marc Pierron

Title: AVP, investment advisor to AIB Debt Management Limited

Signature Page to Ball Third Amendment to Credit Agreement

Wachovia Bank, National Association

By: /s/ Marc-Philippe Piche
Name: Marc-Philippe Piche
Title: Director

Signature Page to Ball Third Amendment to Credit Agreement

Wells Fargo Bank, National Association

By: /s/ Marc-Philippe Piche

Name: Marc-Philippe Piche

Title: Director

Signature Page to Ball Third Amendment to Credit Agreement

BARCLAYS BANK PLC

By: /s/ Craig Malloy

Name: Craig Malloy

Title: Director

Signature Page to Ball Third Amendment to Credit Agreement

Sumitomo Mitsui Banking Corporation

By: /s/ William M. Ginn
Name: William M. Ginn
Title: Executive Officer

Signature Page to Ball Third Amendment to Credit Agreement

Badgerland Financial

By: /s/ Larry Coulthard

Name: Larry Coulthard

Title: VP Loan Participations & Capital Markets

Farm Credit Services of the Mountain Plains, FLCA Voting Participant

By: /s/ Bradley K. Leafgren

Name: Bradley K. Leafgren

Title: Vice President

Signature Page to Ball Third Amendment to Credit Agreement

The Royal Bank of Scotland plc

By: /s/ L. Peter Yetman

Name: L. Peter Yetman

Title: Senior Vice President

Signature Page to Ball Third Amendment to Credit Agreement

BNP PARIBAS

By: /s/ BERANGERE ALLEN
Name: BERANGERE ALLEN
Title: Vice President

By: /s/ Melissa Balley
Name: Melissa Balley
Title: Vice President

Signature Page to Ball Third Amendment to Credit Agreement

Bank Leumi USA

By: /s/ Joung Hee Hong

Name: Joung Hee Hong

Title: First Vice President

Signature Page to Ball Third Amendment to Credit Agreement

1ST FARM CREDIT SERVICES, PCA

By: /s/ Corey J. Waldinger
Name: Corey J. Waldinger
Title: VP, Illinois Capital Markets Group

Signature Page to Ball Third Amendment to Credit Agreement

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: /s/ Andrew Caditz

Name: Andrew Caditz

Title: Authorized Signatory

Signature Page to Ball Third Amendment to Credit Agreement

KBC Bank N.V. (New York Branch)

By: /s/ Stephen R. Perry
Name: Stephen R. Perry
Title: Director

By: /s/ ROBERT SNAUFFER
Name: ROBERT SNAUFFER
Title: MANAGING DIRECTOR

THE BANK OF NOVA SCOTIA

By: /s/ Patrik Norris

Name: Patrik Norris

Title: Director

Signature Page to Ball Third Amendment to Credit Agreement

Scotiabank Europe plc

By: /s/ John O’Connor
Name: John O’Connor
Title: Head of Credit Administration

HSBC BANK USA, NATIONAL ASSOCIATION

By: /s/ Steven T. Brennan
Name: Steven T. Brennan
Title: Vice President SC 15219

Bank of America, N.A.

By: /s/ David McCauley

Name: David McCauley

Title: Senior Vice President

Signature Page to Ball Third Amendment to Credit Agreement

The Bank of New York Mellon

By: /s/ Timothy J. Glass
Name: Timothy J. Glass
Title: Vice President

Export Development Canada

By: /s/ CHRISTOPHER WILSON
Name: CHRISTOPHER WILSON
Title: ASSET MANAGER

By: /s/ LAURA MILLER
Name: LAURA MILLER
Title: ASSET MANAGEMENT

Signature Page to Ball Third Amendment to Credit Agreement

Bank of China, New York Branch

By: /s/ William Warren Smith

Name: William Warren Smith

Title: Chief Lending Officer

Signature Page to Ball Third Amendment to Credit Agreement

KEYBANK NATIONAL ASSOCIATION

By: /s/ Marcel Fournier
Name: Marcel Fournier
Title: Vice President

ERSTE GROUP BANK AG

By: /s/ BRANDON A. MEYERSON
Name: BRANDON A. MEYERSON
Title: DIRECTOR

By: /s/ BRYAN J. LYNCH
Name: BRYAN J. LYNCH
Title: EXECUTIVE DIRECTOR

THE NORTHERN TRUST COMPANY

By: /s/ Margaret V. Tomaszek

Name: Margaret V. Tomaszek

Title: Vice President

Signature Page to Ball Third Amendment to Credit Agreement

Exhibit 20

Subsidiary Guarantees of Debt

The company's notes payable and senior credit facilities are guaranteed on a full, unconditional and joint and several basis by certain of the company's wholly owned domestic subsidiaries. The senior credit facilities are secured by: (1) a pledge of 100 percent of the stock owned by the company in its material direct and indirect majority-owned domestic subsidiaries and (2) a pledge of the company's stock, owned directly or indirectly, of certain foreign subsidiaries, which equals 65 percent of the stock of each foreign subsidiary.

The following is unaudited condensed consolidating financial information for the company, segregating the guarantor subsidiaries and non-guarantor subsidiaries, as of March 28, 2010, and December 31, 2009, and for the three months ended March 28, 2010, and March 29, 2009. Separate financial statements for the guarantor subsidiaries and the non-guarantor subsidiaries are not presented, because management has determined that such financial statements would not be material to investors.

	UNAUDITED CONDENSED CONSOLIDATING STATEMENT OF EARNINGS				
	For the Three Months Ended March 28, 2010				
($ in millions)	Ball Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminating Adjustments	Consolidated Total
Net sales	$ –	$ 1,236.4	$ 469.8	$ –	$ 1,706.2
Costs and expenses					
Cost of sales (excluding depreciation and amortization)	–	1,054.3	366.1	–	1,420.4
Depreciation and amortization	0.8	45.7	25.2	–	71.7
Selling, general and administrative	10.8	50.0	23.9	–	84.7
Business consolidation costs	-	1.3	0.4	–	1.7
Equity in results of subsidiaries	(77.3)	–	–	77.3	–
Intercompany license fees	(46.7)	45.0	1.7	–	–
	(112.4)	1,196.3	417.3	77.3	1,578.5
Earnings (loss) before interest and taxes	112.4	40.1	52.5	(77.3)	127.7
Interest expense	(30.7)	0.4	(3.6)	–	(33.9)
Earnings (loss) before taxes	81.7	40.5	48.9	(77.3)	93.8
Tax provision	(2.4)	(4.2)	(12.5)	–	(19.1)
Equity in results of affiliates	–	–	4.7	–	4.7
Net earnings (loss)	79.3	36.3	41.1	(77.3)	79.4
Less net earnings attributable to noncontrolling interests	–	–	(0.1)	–	(0.1)
Net earnings (loss) attributable to Ball Corporation	$ 79.3	$ 36.3	$ 41.0	$ (77.3)	$ 79.3

UNAUDITED CONDENSED CONSOLIDATING STATEMENT OF EARNINGS

($ in millions)	For the Three Months Ended March 29, 2009				
	Ball Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminating Adjustments	Consolidated Total
Net sales	$ –	$ 1,148.7	$ 436.9	$ –	$ 1,585.6
Costs and expenses					
Cost of sales (excluding depreciation and amortization)	–	952.9	359.6	–	1,312.5
Depreciation and amortization	0.8	41.1	24.8	–	66.7
Selling, general and administrative	9.8	45.1	20.3	–	75.2
Business consolidation costs	-	5.0	–	–	5.0
Equity in results of subsidiaries	(68.4)	–	–	68.4	–
Intercompany license fees	(17.9)	17.3	0.6	–	–
	(75.7)	1,061.4	405.3	68.4	1,459.4
Earnings (loss) before interest and taxes	75.7	87.3	31.6	(68.4)	126.2
Interest expense	(6.6)	(11.2)	(8.0)	–	(25.8)
Earnings (loss) before taxes	69.1	76.1	23.6	(68.4)	100.4
Tax provision	0.5	(26.6)	(2.0)	–	(28.1)
Equity in results of affiliates	–	0.4	(3.1)	–	(2.7)
Net earnings (loss)	69.6	49.9	18.5	(68.4)	69.6
Less net earnings attributable to noncontrolling interests	–	–	(0.1)	–	(0.1)
Net earnings (loss) attributable to Ball Corporation	$ 69.6	$ 49.9	$ 18.4	$ (68.4)	$ 69.5

($ in millions)	CONDENSED, CONSOLIDATING BALANCE SHEET				
	March 28, 2010				
	Ball Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminating Adjustments	Consolidated Total
ASSETS					
Current assets					
Cash and cash equivalents	$ 280.0	$ 0.1	$ 111.3	$ –	$ 391.4
Receivables, net	(1.4)	172.4	815.7	–	986.7
Inventories, net	-	745.0	274.4	-	1,019.4
Current derivative contracts	1.7	41.5	35.0	–	78.2
Current deferred taxes and other current assets	9.0	83.4	19.4	–	111.8
Total current assets	289.3	1,042.4	1,255.8	–	2,587.5
Property, plant and equipment, net	23.2	1,090.1	762.4	–	1,875.7
Investment in subsidiaries	2,862.1	289.7	81.1	(3,232.9)	-
Goodwill	-	1,016.6	1,027.4	-	2,044.0
Noncurrent derivative contracts	–	24.0	60.0	–	84.0
Intangibles and other assets, net	141.1	173.3	130.1	-	444.5
Total Assets	$ 3,315.7	$ 3,636.1	$ 3,316.8	$ (3,232.9)	$ 7,035.7
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current liabilities					
Short-term debt and current portion of long-term debt	$ 76.2	$ 1.9	$ 288.6	$ –	$ 366.7
Callable long-term debt	509.0	–	–	–	509.0
Accounts payable	31.2	468.5	246.4	–	746.1
Accrued employee costs	13.5	118.3	52.4	-	184.2
Current derivative contracts	0.1	48.1	14.1	–	62.3
Other current liabilities	9.1	93.9	70.1	–	173.1
Total current liabilities	639.1	730.7	671.6	–	2,041.4
Long-term debt	1,864.9	4.0	449.0	–	2,317.9
Intercompany borrowings	(839.5)	378.9	460.6	–	–
Employee benefit obligations	172.1	446.9	378.9	–	997.9
Noncurrent derivative contracts	–	24.3	12.6	–	36.9
Deferred taxes and other liabilities	(31.5)	65.7	95.0	–	129.2
Total liabilities	1,805.1	1,650.5	2,067.7	–	5,523.3
Shareholders' equity					
Convertible preferred stock	-	-	4.8	(4.8)	-
Preferred shareholders' equity	-	-	4.8	(4.8)	-
Common stock	843.3	819.5	487.0	(1,306.5)	843.3
Retained earnings	2,467.1	1,362.1	643.1	(2,005.2)	2,467.1
Accumulated other comprehensive earnings (loss)	(92.3)	(196.0)	112.4	83.6	(92.3)
Treasury stock, at cost	(1,707.5)	-	-	-	(1,707.5)
Common shareholders' equity	1,510.6	1,985.6	1,242.5	(3,228.1)	1,510.6
Total Ball Corporation shareholders' equity	1,510.6	1,985.6	1,247.3	(3,232.9)	1,510.6
Noncontrolling interests	–	-	1.8	-	1.8
Total shareholders' equity	1,510.6	1,985.6	1,249.1	(3,232.9)	1,512.4
Total Liabilities and Shareholders' Equity	$ 3,315.7	$ 3,636.1	$ 3,316.8	$ (3,232.9)	$ 7,035.7

($ in millions)	CONDENSED, CONSOLIDATING BALANCE SHEET				
	December 31, 2009				
	Ball Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminating Adjustments	Consolidated Total
ASSETS					
Current assets					
Cash and cash equivalents	$ 111.3	$ 0.1	$ 99.2	$ –	$ 210.6
Receivables, net	(0.1)	154.2	394.1	–	548.2
Inventories, net	–	669.0	275.2	–	944.2
Current derivative contracts	11.8	49.5	38.8	–	100.1
Current deferred taxes and other current assets	9.7	90.6	19.9	–	120.2
Total current assets	132.7	963.4	827.2	–	1,923.3
Property, plant and equipment, net	22.2	1,113.7	813.1	–	1,949.0
Investment in subsidiaries	2,816.2	289.7	81.0	(3,186.9)	–
Goodwill	–	1,016.5	1,098.3	–	2,114.8
Noncurrent derivative contracts	–	32.4	48.2	–	80.6
Intangibles and other assets, net	126.2	162.7	131.7	–	420.6
Total Assets	$ 3,097.3	$ 3,578.4	$ 2,999.5	$ (3,186.9)	$ 6,488.3
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current liabilities					
Short-term debt and current portion of long-term debt	$ 75.0	$ 1.8	$ 235.5	$ –	$ 312.3
Accounts payable	21.4	357.7	244.0	–	623.1
Accrued employee costs	17.2	141.4	56.1	–	214.7
Current derivative contracts	0.3	59.3	23.6	–	83.2
Other current liabilities	22.9	106.9	65.5	–	195.3
Total current liabilities	136.8	667.1	624.7	–	1,428.6
Long-term debt	1,874.8	5.8	403.3	–	2,283.9
Intercompany borrowings	(645.0)	438.2	206.8	–	–
Employee benefit obligations	180.8	433.0	399.4	–	1,013.2
Noncurrent derivative contracts	–	32.4	15.6	–	48.0
Deferred taxes and other liabilities	(31.4)	61.0	102.0	–	131.6
Total liabilities	1,516.0	1,637.5	1,751.8	–	4,905.3
Shareholders' equity					
Convertible preferred stock	-	-	4.8	(4.8)	-
Preferred shareholders' equity	-	-	4.8	(4.8)	-
Common stock	830.8	819.5	487.0	(1,306.5)	830.8
Retained earnings	2,397.1	1,325.8	602.1	(1,927.9)	2,397.1
Accumulated other comprehensive earnings (loss)	(63.8)	(204.4)	152.1	52.3	(63.8)
Treasury stock, at cost	(1,582.8)	-	-	-	(1,582.8)
Common shareholders' equity	1,581.3	1,940.9	1,241.2	(3,182.1)	1,581.3
Total Ball Corporation shareholders' equity	1,581.3	1,940.9	1,246.0	(3,186.9)	1,581.3
Noncontrolling interests	–	-	1.7	-	1.7
Total shareholders' equity	1,581.3	1,940.9	1,247.7	(3,186.9)	1,583.0
Total Liabilities and Shareholders' Equity	$ 3,097.3	$ 3,578.4	$ 2,999.5	$ (3,186.9)	$ 6,488.3

($ in millions)	Ball Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminating Adjustments	Consolidated Total
	UNAUDITED CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS — For the Three Months Ended March 28, 2010				
Cash flows from operating activities					
Net earnings (loss)	$ 79.3	$ 36.3	$ 41.1	$ (77.3)	$ 79.4
Adjustments to reconcile net earnings to cash used in operating activities:					
Depreciation and amortization	0.8	45.7	25.2	–	71.7
Business consolidation costs	–	1.0	0.4	–	1.4
Deferred taxes	(2.0)	(8.5)	(0.2)	–	(10.7)
Equity earnings of subsidiaries	(77.3)	–	–	77.3	–
Other, net	8.1	15.9	(12.0)	–	12.0
Working capital changes, net	(5.6)	(3.5)	(416.7)	–	(425.8)
Cash provided by (used in) operating activities	3.3	86.9	(362.2)	–	(272.0)
Cash flows from investing activities					
Additions to property, plant and equipment	(2.4)	(19.8)	(15.0)	–	(37.2)
Cash collateral, net	–	(2.6)	–	–	(2.6)
Investments in and advances to affiliates	(192.1)	(58.9)	251.0	–	–
Other, net	(4.8)	(3.7)	–	–	(8.5)
Cash provided by (used in) investing activities	(199.3)	(85.0)	236.0	–	(48.3)
Cash flows from financing activities					
Long-term borrowings	720.3	–	68.7	–	789.0
Repayments of long-term borrowings	(220.3)	(1.9)	–	–	(222.2)
Change in short-term borrowings	–	–	66.7	–	66.7
Proceeds from issuances of common stock	9.7	–	–	–	9.7
Acquisitions of treasury stock	(129.4)	–	–	–	(129.4)
Common dividends	(9.2)	–	–	–	(9.2)
Other, net	(6.4)	–	–	–	(6.4)
Cash provided by (used in) financing activities	364.7	(1.9)	135.4	–	498.2
Effect of exchange rate changes on cash	–	–	2.9	–	2.9
Change in cash and cash equivalents	168.7	–	12.1	–	180.8
Cash and cash equivalents – beginning of period	111.3	0.1	99.2	–	210.6
Cash and cash equivalents – end of period	$ 280.0	$ 0.1	$ 111.3	$ –	$ 391.4

UNAUDITED CONDENSED CONSOLIDATING
STATEMENT OF CASH FLOWS

($ in millions)	For the Three Months Ended March 29, 2009				
	Ball Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminating Adjustments	Consolidated Total
Cash flows from operating activities					
Net earnings (loss)	$ 69.6	$ 49.9	$ 18.5	$ (68.4)	$ 69.6
Adjustments to reconcile net earnings to cash used in operating activities:					
Depreciation and amortization	0.8	41.1	24.8	–	66.7
Business consolidation costs	–	5.0	–	–	5.0
Deferred taxes	0.5	5.8	(10.8)	–	(4.5)
Equity earnings of subsidiaries	(68.4)	–	–	68.4	–
Other, net	9.1	6.1	(7.8)	–	7.4
Working capital changes, net	(5.8)	(221.0)	(225.2)	–	(452.0)
Cash provided by (used in) operating activities	5.8	(113.1)	(200.5)	–	(307.8)
Cash flows from investing activities					
Additions to property, plant and equipment	(0.3)	(26.4)	(41.1)	–	(67.8)
Cash collateral, net	–	(3.3)	25.0	–	21.7
Investments in and advances to affiliates	(318.3)	146.8	171.5	–	–
Other, net	1.2	(2.1)	(0.2)	–	(1.1)
Cash provided by (used in) investing activities	(317.4)	115.0	155.2	–	(47.2)
Cash flows from financing activities					
Long-term borrowings	310.4	–	83.9	–	394.3
Repayments of long-term borrowings	(75.7)	(1.9)	(39.1)	–	(116.7)
Change in short-term borrowings	–	–	8.3	–	8.3
Proceeds from issuances of common stock	6.0	–	–	–	6.0
Acquisitions of treasury stock	(1.1)	–	–	–	(1.1)
Common dividends	(9.3)	–	–	–	(9.3)
Other, net	2.4	–	–	–	2.4
Cash provided by (used in) financing activities	232.7	(1.9)	53.1	–	283.9
Effect of exchange rate changes on cash	–	–	(3.2)	–	(3.2)
Change in cash and cash equivalents	(78.9)	–	4.6	–	(74.3)
Cash and cash equivalents – beginning of period	90.2	(0.1)	37.3	–	127.4
Cash and cash equivalents – end of period	$ 11.3	$ (0.1)	$ 41.9	$ –	$ 53.1

Certification

I, R. David Hoover, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Ball Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2010

/s/ R. David Hoover
R. David Hoover
Chairman of the Board and Chief Executive Officer

Certification

I, Scott C. Morrison, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Ball Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2010

/s/ Scott C. Morrison
Scott C. Morrison
Senior Vice President and Chief Financial Officer

Certification of Chief Executive Officer
Pursuant to 18 U.S.C. Section 1350
and Rule 13a-14(b) or Rule 15d-14(b)

My name is R. David Hoover and I am the Chairman of the Board and Chief Executive Officer of Ball Corporation (the “Company”).

I hereby certify pursuant to 18 U.S.C. Section 1350 as adopted by Section 906 of the Sarbanes–Oxley Act of 2002 that to the best of my knowledge and belief:

(1) the Quarterly Report on Form 10-Q for the quarter ended March 28, 2010, filed with the U.S. Securities and Exchange Commission on April 30, 2010 (“Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of the operations of Ball Corporation as of, and for, the periods presented in the Report.

/s/ R. David Hoover
R. David Hoover
Chairman of the Board and Chief Executive Officer
Ball Corporation

Date: April 30, 2010

This certification, which accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Certification of Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350
and Rule 13a-14(b) or Rule 15d-14(b)

My name is Scott C. Morrison and I am the Senior Vice President and Chief Financial Officer of Ball Corporation (the "Company").

I hereby certify pursuant to 18 U.S.C. Section 1350 as adopted by Section 906 of the Sarbanes–Oxley Act of 2002 that to the best of my knowledge and belief:

(1) the Quarterly Report on Form 10-Q for the quarter ended March 28, 2010, filed with the U.S. Securities and Exchange Commission on April 30, 2010 ("Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of the operations of Ball Corporation as of, and for, the periods presented in the Report.

/s/ Scott C. Morrison
Scott C. Morrison
Senior Vice President and Chief Financial Officer
Ball Corporation

Date: April 30, 2010

This certification, which accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

In connection with the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 (the Reform Act), Ball is hereby filing cautionary statements identifying important factors that could cause Ball's actual results to differ materially from those projected in forward-looking statements of Ball. Forward-looking statements may be made in several different contexts; for example, in the quarterly and annual earnings news releases, the quarterly earnings conference calls hosted by the company, public presentations at investor and credit conferences, the company's Annual Report and in annual and periodic communications with investors. The Form 10-Q may contain forward-looking statements. As time passes, the relevance and accuracy of forward-looking statements may change. The company currently does not intend to update any particular forward-looking statement except as it deems necessary at quarterly or annual release of earnings. You are advised, however, to consult any further disclosures Ball makes on related subjects in our 10-K, 10-Q and 8-K reports to the Securities and Exchange Commission. The Reform Act defines forward-looking statements as statements that express or imply an expectation or belief and contain a projection, plan or assumption with regard to, among other things, future revenues, income, earnings per share, cash flow or capital structure. Such statements of future events or performance involve estimates, assumptions and uncertainties, and are qualified in their entirety by reference to, and are accompanied by, the following important factors that could cause Ball's actual results to differ materially from those contained in forward-looking statements made by or on behalf of Ball.

Some important factors that could cause Ball's actual results or outcomes to differ materially from those expressed or implied and discussed in forward-looking statements include, but are not limited to:

- Fluctuation in customer and consumer growth, demand and preferences, particularly during the months when the demand for metal beverage beer and soft drink cans is heaviest; loss of one or more major customers or suppliers or changes to contracts with one or more customers or suppliers; manufacturing overcapacity or under capacity; failure to achieve anticipated productivity improvements or production cost reductions including those associated with capital expenditures; changes in climate and weather; fruit, vegetable and fishing yields; interest rates affecting our debt; labor strikes and work stoppages; boycotts; antitrust, intellectual property, consumer and other litigation; level of maintenance and capital expenditures; capital availability; economic conditions; regional and global pandemics; and acts of war, terrorism or catastrophic events.

- Competition in pricing and the possible decrease in, or loss of, sales resulting therefrom.

- The timing and extent of regulation or deregulation; competition in each line of business; product development and introductions; and technology changes.

- Ball's ability or inability to have available sufficient production capacity in a timely manner.

- Overcapacity in foreign and domestic metal and plastic container industry production facilities and its impact on pricing and financial results.

- Regulatory action or federal, state, local or foreign laws, including mandatory deposit or restrictive packaging legislation such as recycling laws.

- 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 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 products produced by the company).

- Regulatory action or laws including those related to corporate governance and financial reporting, regulations and standards, including accounting changes and changes in generally accepted accounting principles or their interpretation.

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

- The availability and cost of raw materials, supplies, power and natural resources needed for the production of metal and plastic containers as well as aerospace products.

- Changes in senior management; increases and trends in various employee benefits and labor costs, including pension, medical and health care costs incurred in the countries in which Ball has operations; rates of return projected and earned on assets and discount rates used to measure future obligations and expenses of the company's defined retirement plans; and changes in the company's pension plans.

- The ability or inability to pass on to customers changes in raw material cost, particularly resin, steel and aluminum.

- The current global recession, including in the United States, and its effects on liquidity, credit risk, asset values and the economy; international business and market risks (including foreign exchange rates or tax rates), particularly in Europe, and in countries such as China, Brazil and Argentina; political and economic instability in foreign markets; restrictive trade practices of the United States or foreign governments; the imposition of duties, taxes or other government charges by the United States or foreign governments; exchange controls.

- Changes in the foreign exchange rate of the United States 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 euro against the British pound, Polish zloty and Serbian dinar.

- Undertaking successful and unsuccessful acquisitions, joint ventures and divestitures and the integration activities associated with acquisitions and joint ventures, including the recent acquisition and related integration of four metal beverage can and end plants.

- The ability or inability to achieve technological and product extensions or new technological and product advances in the company's businesses.

- Delays, extensions and technical uncertainties, as well as schedules of performance associated with contracts for aerospace products and services, and the success or lack of success of satellite launches and the businesses and governments associated with aerospace products, services and launches.

- The authorization, funding and availability and returns of government contracts and the nature and continuation of those contracts and related services provided thereunder, as well as the delay, cancellation or termination of contracts for the United States government, other customers or other government contractors.

- Actual versus estimated business consolidation and investment exit costs and the estimated net realizable values of assets associated with such activities; and goodwill impairment.

- Changes to unaudited results due to statutory audits of our financial statements or management's evaluation of the company's internal controls over financial reporting.